The Corporation of the City of Sault Ste. Marie

Regular Meeting of City Council ;

Revised Agenda

Monday, January 30, 2023

4:30 pm

Council Chambers and Video Conference

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. Medal of Merit Award 2022 – Dr. Gary Sibbald

3. Adoption of Minutes 12 - 41

Mover Councillor L. Dufour

Seconder Councillor C. Gardi
Resolved that the Minutes of the Regular Council Meeting of January 9, 2023 and the Budget Meeting of January 23, 2023 be approved.

4. Declaration of Pecuniary Interest

4.1 Mayor M. Shoemaker – Zoning Appeal – 130 Wellington Street West

5. Approve Agenda as Presented

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott
Resolved that the Agenda for January 30, 2023 City Council Meeting as presented be approved.

6. Proclamations/Delegations

6.1 Missing and Murdered Indigenous Women, Girls, 2 Spirit and Gender Diverse Persons Memorial Day 42 - 42

Jennifer Syrette

6.2 Black History Month 43 - 43

Jane Omollo

6.3 Lake Superior Watershed Conservancy 44 - 53

Joanie McGuffin, Executive Director

6.4 Kiwanis Clubs – Rosedale Park

Jim St. Jules, President; Serge Viau, Treasurer

6.5 Bon Soo 54 - 54

Jeany White, Manager

6.6 Greenhouse Gas Inventory Update

Emily Cormier, Sustainability Coordinator

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

Mover Councillor L. Dufour

Seconder Councillor M. Scott
Resolved that all the items listed under date January 30, 2023 – Agenda item 7 – Consent Agenda be approved as recommended save and except agenda item 7.14.

7.1 Correspondence

7.1.1 Minister of Municipal Affairs and Housing

7.1.1.1 Letter *55 - 56*

7.2 Ombudsman Report – Cultural Vitality Committee and Tourism Board

Correspondence from the Office of the Ombudsman appeared on January 9, 2023.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Whereas Council of the City of Sault Ste. Marie received a report of the Ombudsman dated January 2023 concerning complaints about meetings held by the City of Sault Ste. Marie's Cultural Vitality Committee on November 17, 2021 and Tourism Board on November 25, 2021; and

Whereas the Ombudsman of Ontario has made recommendations in the said report

Now Therefore Be It Resolved that Council for the City of Sault Ste. Marie intends to address those recommendations as follows:

1. All members of the City's boards and committees will be advised to be vigilant in adhering to their individual and collective obligation to ensure that the municipality complies with its responsibilities under the *Municipal Act, 2001* and its procedure by-law.
2. The City requires that all resource staff to board and committee meetings ensure compliance with the open meeting requirements set out in the *Municipal Act, 2001* and the City's procedure by-law.
3. All meeting notices will include accurate information about the time and location of the meeting, including how the public can access electronic meetings.

7.3 Tender for Carpeting Ronald A. Irwin Civic Centre Levels 2, 4 and 5

57 - 58

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi
Resolved that the report of the Manager of Purchasing concerning Tender for Carpeting Ronald A. Irwin Civic Centre Levels 2, 4 and 5 dated January 30, 2023 be received and that the tender for the supply and installation of carpeting for the Ronald A. Irwin Civic Centre Levels 2, 4 and 5 be awarded to Carpet One and Home at their low tendered price meeting specifications of $160,000 plus HST.

7.4 Open Data Costing Information

59 - 61

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

Mover Councillor L. Dufour

Seconder Councillor M. Scott
Resolved that the report of the Manager of Information Technology dated January 30, 2023 concerning Open Data Costing Information be received as information.

7.5 Universal Transit Pass Partnership with Algoma University

62 - 66

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

The relevant By-law 2023-12 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.6 Designated Property Grant – 10 Kensington Terrace Roof Replacement 67 - 69

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott
Resolved that the report of the Manager of Recreation and Culture dated January 30, 2023 concerning Designated Heritage Property Grant – 10 Kensington Terrace Roof Replacement be received and that $15,000 be awarded to Condo 6 Corp. to support the replacement of the cedar shake roof with Enviroshake be approved; and further that payment be rendered upon submission of paid invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee.

7.7 Tourism Development Fund Applications Received January 2022 70 - 74

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

Mover Councillor L. Dufour

Seconder Councillor C. Gardi
Resolved that the report of the Director of Tourism and Community Development dated January 30, 2023 concerning Tourism Development Fund Applications for The Beaver Freezer Marathon, Runway Park Drag Race Series and 2023 Regional Convention of Jehovah's Witnesses be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate $23,500 be approved for the following projects:

- The Beaver Freezer Marathon ($6,500);
- Runway Park Drag Race Series ($5,000); and
- 2023 Regional Convention of Jehovah's Witnesses ($12,000)

7.8 Delegated Authority for City Property Offers 75 - 78

A report of the Deputy CAO, Community Development and Enterprise Services and the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.

The relevant By-law 2023-17 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.9 328 Queen Street – Removal of Restrictive Covenant 79 - 80

A report of the Deputy CAO, Community Development and Enterprise Services and the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services and Assistant City Solicitor/Senior Litigation Counsel dated January 30, 2023 regarding the removal of a restrictive covenant on 328 Queen Street be received and that Council authorize staff to take the necessary steps to remove the restrictive covenant to renovate the exterior façade from the subject property, and to confirm that this condition is satisfied.

7.10 Overtime and Staffing Fire Services 81 - 83

A report of the Fire Chief is attached for the consideration of Council.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi
Resolved that the report of the Fire Chief dated January 30, 2023 concerning Overtime and Staffing Fire Services be received and that potential staffing changes and equipment purchase be referred to 2023 budget deliberations.

7.11 Extreme Cold Warning Notification Process 84 - 86

A report of the Community Emergency Management Coordinator is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott
Resolved that the report of the Community Emergency Management Coordinator dated January 30, 2023 concerning Extreme Cold Weather Notification Process be received as information.

7.12 Update on Carpenters' Constitutional Challenge Case 87 - 88

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

Mover Councillor L. Dufour

Seconder Councillor C. Gardi
Resolved that the report the City Solicitor dated January 30, 2023 concerning Update of Carpenters' Constitutional Challenge Case be received as information.

7.13 Zoning Appeal 204 South Market 89 - 90

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott
Resolved that the report of the Solicitor dated January 30, 2023 concerning Zoning Appeal – 204 South Market Street be received as information.

7.14 Zoning Appeal – 130 Wellington Street West 91 - 92

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

Mayor M. Shoemaker declared a conflict on this item.
Mover Councillor L. Dufour

Seconder Councillor C. Gardi
Resolved that the report of the Solicitor dated January 30, 2023 concerning Zoning Appeal Update – 130 Wellington Street West be received as information.

7.15 Outdoor Merchandise Display on Downtown Sidewalks 93 - 95

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

The relevant By-law 2023-14 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.16 Purchase of Accessible Pool Lift – John Rhodes Community Centre 96 - 97

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi
Resolved that the report of the Accessibility Coordinator dated January 30, 2023 concerning Purchase of Accessible Pool Lift – John Rhodes Community Centre be received and that Council approve spending $16,740 from the Barrier Removal Reserves for the purchase of the accessible pool lift for the John Rhodes Community Centre.

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 Rosedale Park Revitalization Update 98 - 106

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

Mover Councillor L. Dufour

Seconder Councillor M. Scott
Resolved that the report of the Director of Community Services dated January 30, 2023 concerning Rosedale Park Revitalization Update be received and that in-kind installation costs amounting to $10,000 be approved.

8.3.2 Corporate Greenhouse Gas Emissions Inventory Update: 2022

107 - 203

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott
Resolved that the report of Sustainability Coordinator dated January 30, 2023 concerning Corporate Greenhouse Gas Emissions Inventory Update 2022 be received as information.

8.3.3 Downtown Plaza Update

204 - 222

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated January 30, 2023 concerning the Downtown Plaza be received and that Council authorize an increase of the project budget to $11,609,464;

Further, that Council authorize an increase to the construction contract with Avery Construction to $9,785,681.17 plus applicable HST to provide funding for fees related to project delays and to establish additional contingency funds;

Further that Council authorize an increase to the contract with Brook McIlroy to $865,890 plus applicable HST;

Further that Council authorize $660,000 from the asset management reserve to be sourced from funds returned from the Mill Market’s successful funding application;

Further and $675,000 from the 2023 Capital Budget to be confirmed with 2023 Budget deliberations;

Further that $41,667 from the 2022 operating budget for the plaza be transferred to the plaza project.

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 Algoma Public Health Board

Two citizens

Mover Councillor L. Dufour

Seconder Councillor M. Scott
Resolved that citizens Loretta O'Neill and Sonia Tassone be appointed to the Algoma Public Health Board from January 30, 2023 to December 31, 2024.

8.8.2 Downtown Business Improvement Area

Downtown Association individuals were elected by vote of the membership in November 2022.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that Kristi Cistaro, Stephanie Harmon, Micheal McAdams, Jacob Rendell, Angela Romano, Nicholas Rosset, Paul Scornaienchi and Marnie Stone be appointed to the Downtown Business Improvement Area (Downtown Association).

8.8.3 Noise By-Law Review Task Force

Councillor S. Kinach has expressed interest in serving on this Task Force.

Mover Councillor L. Dufour

Seconder Councillor M. Scott
Resolved that Councillor S. Kinach be appointed to the Noise By-law Review Task Force.

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

9.1 Free Parking for the Shadows of the Mind Film Festival

Mover Councillor L. Dufour

Seconder Councillor L. Vezeau-Allen
Whereas the Shadows of the Mind Film Festival runs from February 23 to February 26, 2023; and

Whereas the Shadows of the Mind Film Festival “is a film festival that showcases films and other art forms for two purposes: to entertain and to educate. By attracting audiences through the entertainment value of film, the film festival uses select films and events to increase awareness and education on mental health and addiction issues as well as other prevalent social topics

as decided each year”; and

Whereas the Shadows of The Mind Film Festival is a not-for-profit organization; and

Whereas the primary venue for the film festival is the Grand Theatre; and

Whereas on some days during the week, the film festival will have films and panel discussions from 9:00 a.m. to 11 p.m.; and

Whereas many patrons of the film festival attend in the morning and stay for the entire day, having lunch and dinner in the downtown area;

Now Therefore Be It Resolved that the 2 hour daily parking limit be waived at the Brock-Albert parking lot to permit full free parking from February 23 to February 26, 2023 during the week of the Shadows of the Mind Film Festival.

9.2 Trash to Treasure Day

Mover Councillor C. Gardi

Seconder Councillor S. Kinach

Whereas it is in our community’s best interest to prolong the life of our local landfill; and

Whereas one of the best ways to prolong the life of a landfill site is to divert items from it; and

Whereas many residents in Sault Ste. Marie take advantage of weekends each spring to declutter and clean around their homes, sending many items to our local landfill; and

Whereas residents across the community have items in good condition that they often do not want any longer, but could be of use and benefit to other residents in the community; and

Whereas in recent years one way communities have facilitated the exchange of these items is by holding “Trash to Treasure Days” across their cities, when residents are encouraged to leave reusable household items, including, but not limited to, furniture, toys, and small appliances by the roadside of their property for others to take for free; and

Whereas communities across Ontario and Canada, including Cornwall, ON, Thunder Bay, ON and Nelson, BC have held their own successful, annual Trash to Treasure day(s);

Now Therefore Be It Resolved, that City Staff be requested to explore the opportunity to work with community partners to organize Sault Ste. Marie’s own “Trash to Treasure Day” on a Saturday or Sunday in late May or early June of 2023.

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. Scott
Resolved that all By-laws under item 12 of the Agenda under date January 30, 2023 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 2023-12 (Agreement) Universal Transit Pass Partnership with Algoma University 223 - 231

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott
Resolved that By-law 2023-12 being a by-law to authorize the execution of the Agreement between the City and Algoma University for the Universal Transit Pass Partnership be passed in open Council this 30th day of January, 2023.

12.1.2 By-law 2023-14 (Streets) Amend Streets By-law 2008-131 232 - 233

A report from the Planner is on the Agenda.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott
Resolved that By-law 2023-14 being a by-law to amend By-law 2008-131 being a by-law respecting streets and related matters be passed in open Council this 30th day of January, 2023.

12.1.3 By-law 2023-16 (Street Assumptions) 234 - 235

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott
Resolved that By-law 2023-16 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 30th day of January, 2023.

12.1.4 By-law 2023-15 (Agreement) Bondar Marina Boardwalk Extension 236 - 466

Council report was passed by Council resolution on November 21, 2022.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that By-law 2023-15 being a By-law to authorize the execution of the Agreement between the City and Poralu Marine Inc. for the Bondar Marina Boardwalk Extension be passed in open Council this 30th day of January, 2023.

12.1.5 By-law 2023-17 (Delegation) Assistant City Solicitor/Senior Litigation Counsel Agreements of Purchase & Sale 467 - 469

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott
Resolved that By-law 2023-17 being a by-law to authorize the Assistant City Solicitor/Senior Litigation Counsel or his/her designate to execute and bind the Corporation to Agreements of Purchase and Sale with certain conditions (referenced below) in order to facilitate the sale of City properties with the recommendation for Council review and direction at the next available Closed Council session be passed in open Council this 30th day of January, 2023.

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

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

14. Closed Session

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that this Council move into closed session to consider one item concerning a proposed acquisition of land and three items concerning proposed disposition of land.

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 R.S.O. 2002 – section 239 2(c) a proposed or pending acquisition or disposition of land by the municipality

15. Adjournment

Mover Councillor L. Dufour

Seconder Councillor C. Gardi
Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, January 9, 2023
4:30 pm
Council Chambers and Videoconference

Present: Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor S. Spina, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach, Councillor C. Gardi, Councillor M. Scott

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, B. Lamming, M. Zuppa, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiel, N. Ottolino, S. Facey, C. Taddo (by videoconference), V. McLeod, S. Olar, L. Petrocco, T. Vecchio, E. Coccimiglio

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1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor M. Scott

Resolved that the Minutes of the Regular Council Meeting of December 12, 2022 be approved.

Carried

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

4. Declaration of Pecuniary Interest

4.1 Councillor S. Spina – Municipal Law and By-Law Enforcement Officers

Employer has contract with City

4.2 Councillor S. Spina – By-law 2023-8 (Parking) Municipal Law Enforcement Officers (Amend By-law 90-305)

Employer has contract with City

5. Approve Agenda as Presented

Moved by: Councillor S. Spina
Seconded by: Councillor C. Gardi

Resolved that the Agenda and Addendum #1 for January 9, 2023 City Council Meeting as presented be approved.

Carried

6. Proclamations/Delegations

6.1 Children of Shingwauk

Shirley Horn, Irene Barbeau, and Ken Crossman were in attendance.

6.2 Christmas Lighting Awards Presentation

6.3 Fleet Management Information System

Bannu Hirtig, Kristi Amaker; Mercury Associates, Inc. were in attendance.

6.4 Core Asset Management Plans: Wastewater, Stormwater and Roads and Bridges

Rick Talvitie, Christiaan Lombard and Donghui Lu; AECOM were in attendance.

6.5 Soo Greyhounds Memorial Cup Bid

Tim Lukenda, President/Governor and Frank Sarlo, Director; Soo Greyhounds were in attendance.

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

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that all the items listed under date January 9, 2023 – Agenda item 7 – Consent Agenda save and except Agenda item 7.10 be approved as recommended.

Carried

7.1 Report of the Office of the Ombudsman of Ontario

7.2 Outstanding Resolutions

7.3 Delegation of Tax Appeals – Sickness or Extreme Poverty

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

The relevant By-law 2023-3 is listed under item 12 of the Minutes.

7.4 City Awards Review

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

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that the report of the Deputy City Clerk dated January 9, 2023 concerning City Awards Review be received and that one award reception be held on a go-forward basis to honour recipients of the Community Development Award; the Community Recognition Award; the Municipal Heritage Award; the Sports Hall of Fame Award and the Walk of Fame Award.

Carried

7.5 Municipal Election 2022 – Summary of Initiatives

The report of the City Clerk was received by Council.

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that the report of the City Clerk dated January 9, 2023 concerning Municipal Election – 2022 Summary of Initiatives be received as information.

Carried

7.6 Serco DriveTest Property Use Request

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

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that the report of the Director of Community Services dated January 9, 2023 concerning Serco DriveTest Property Use Request be received and that a Licence of Occupation be entered into with the proponent.

Carried

7.7 Reallocation of Contingency Funding for the Twin Pad

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

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that the report of the Director of Community Services dated January 9, 2023 concerning Reallocation of Contingency Funding for the Twin Pad be received and that the approved construction tender for the Twin Pad Arena be increased by the additional $125,000 funded from the project contingency budget to a total of $30,086,383.

Carried

7.8 Transit Pass Partnership with Algoma District School Board

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

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that the report of the Director of Community Services dated January 9, 2023 concerning Transit Pass Partnership with Algoma District School Board be received and that the pilot program be extended until June 30, 2024; further that the program be expanded to other Algoma District School Board secondary schools who wish to participate.

Carried

7.9 Snowdon Park Memorial Update

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Recreation and Culture dated January 9, 2023 concerning Snowdon Park Memorial Update be received as information.

Carried

7.11 Municipal Law and By-Law Enforcement Officers

Councillor S. Spina declared a conflict on this item. (Employer has contract with City)

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

The relevant By-laws 2023-8 and 2023-9 are listed under item 12 of the Minutes.

7.12 Response to Cycling Resolution

The report of the City Solicitor was received by Council.

The relevant By-law 2023-7 is listed under item 12 of the Minutes.

7.13 Insurance Adjusting Services Extension

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

The relevant By-law 2023-10 is listed under item 12 of the Minutes.

7.14 Bill 23 – The More Homes Built Faster Act

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

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Planning dated January 9, 2022, concerning *Bill 23 – The More Homes Built Faster Act* be accepted as information.

Whereas Bill 23 – *The More Homes Built Faster Act* received Royal Assent on November 28, 2023; and

Whereas of the many changes that came into effect, Councils are no longer required to require a public meeting to make a decision on Draft Plan of Subdivision approvals; and

Whereas Council remains the approval authority for Draft Plan of Subdivision approvals; and

Whereas public input has been a valuable part of the process;

Now Therefore Be it Resolved that Council continue to require a public meeting to make a decision on Draft Plan of Subdivision Approvals.

Carried

7.10 Soo Greyhounds 2024 Memorial Cup Bid

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

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received and that the request for funding in the amount of $300,000 from the Community Development Fund be approved for the Soo Greyhounds to host the 2024 Memorial Cup; further that staff be authorized to utilize either concession profits or a ticket surcharge to support the event if required.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			

Councillor L. Vezeau-Allen	X			
Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Councillor S. Spina	X			
Councillor R. Zagordo	X			
Councillor S. Kinach	X			
Councillor A. Caputo	X			
Results	**11**	**0**	**0**	**0**

Carried

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.1.1 Children of Shingwauk Correspondence

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor M. Scott

Resolved that the request of the Children of Shingwauk to rename Snowdon Park as Memorial Park be referred to the Parks and Recreation Advisory Committee for review and recommendation to Council.

	For	**Against**	**Conflict**	**Absent**
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Councillor S. Spina	X			
Councillor R. Zagordo	X			

Councillor S. Kinach	X			
Councillor A. Caputo	X			
Results	**11**	**0**	**0**	**0**

Carried

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.4.1 Asset Management – Core Assets

The report of the Manager of Development and Environmental Engineering was received by Council.

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Development and Environmental Engineering dated January 9, 2023 concerning Asset Management Plan – Core Assets be received as information.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor M. Bruni	X			
Councillor C. Gardi				X
Councillor M. Scott	X			
Councillor S. Spina	X			
Councillor R. Zagordo	X			
Councillor S. Kinach	X			
Councillor A. Caputo	X			
Results	**10**	**0**	**0**	**1**

Carried

8.4.2 Fleet Management Improvement Initiatives

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

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Public Works dated January 9, 2023 concerning Fleet Management Improvement Initiatives be received and that Council recommend funding of the smooth replacement plan displayed in Figure 2 (attached) for 2023 budget with support in principle for 2024-2025 funding; further if Council approves the 2023 Capital Budget and funding for the Fleet Management Information System during budget deliberations that the project consulting fees in the amount of $120,000 be single sourced to Mercury Associates, Inc.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Councillor S. Spina	X			
Councillor R. Zagordo	X			
Councillor S. Kinach	X			
Councillor A. Caputo	X			
Results	**11**	**0**	**0**	**0**

Carried

8.5 Fire Services

8.6 Legal

8.7 Planning

8.8 Boards and Committees

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that all items under Agenda items 8.8.1, 8.8.2, 8.8.3 and 8.8.4 Board and Committee appointments be approved as recommended.

Carried

8.8.1 Appointments to Boards and Committees (Members Appointed by Council)

8.8.1.1 Christmas Lighting Award/Hallowe'en Spirit Judging Committee

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Councillor Angela Caputo and citizens Stephanie Maragna, Lindsay Marshall, Cindy Rainone, Max Tyczinski and Linda Zeppa be appointed to the Christmas Lighting/Hallowe'en Spirit Judging Committee from January 9, 2023 to December 31, 2026.

Carried

8.8.1.2 Committee of Adjustment

The relevant By-law 2023-13 appears in the Minutes under item 12.

8.8.1.3 Committee of Revision – Local Improvements

The relevant By-law 2023-11 appears in the Minutes under item 12.

8.8.1.4 Cultural Vitality Committee

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Councillor A. Caputo and citizens Miranda Bouchard, Donna Hilsinger, Jasmina Jovanovic, Isabelle Michaud, Sean Meades, Luis Moreno, Jane Omollo, Brenna Jayne Tomas, Richard Walker and Larry Whalen be appointed to the Cultural Vitality Committee from January 9, 2023 to December 31, 2024.

Carried

8.8.1.5 Dangerous Dog Committee

Moved by: Councillor S. Spina
Seconded by: Councillor C. Gardi

Resolved that Councillors M. Bruni, M. Scott and R. Zagordo be appointed to the Dangerous Dog Committee from January 9, 2023 to December 31, 2024.

Carried

8.8.1.6 Emergency Management Planning Committee

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Mayor M. Shoemaker (with Councillor S. Spina as the Mayor's alternate) and Councillors M. Bruni and S. Hollingsworth be appointed to the Emergency Management Planning Committee from January 9, 2023 to December 31, 2024.

Carried

8.8.1.7 Environmental Monitoring Committee

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Councillor Zagordo, the Director of Public Works, the Land Development and Environmental Engineer and citizens Peter McLarty, David McLaughlin, Ben Muncaster and Christian Tenaglia be appointed to the Environmental Monitoring Committee from January 9, 2023 to December 31, 2024.

Carried

8.8.1.8 Fence Viewers Committee

The relevant By-law 2023-11 appears in the Minutes under item 12.

8.8.1.9 Historic Sites Board

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Councillor S. Hollingsworth and citizens Heather Bot, Joe Bumbacco, Silvana Casola, David Conyers, Kelly Marshall, Brittany Paat and Charlotte Wiseman be appointed to the Historic Sites Board from January 9, 2023 to December 31, 2024.

Carried

8.8.1.10 Municipal Heritage Committee

The relevant By-law 2023-11 appears in the Minutes under item 12.

8.8.1.11 Ontarians with Disabilities Accessibility Advisory Committee

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Councillors S. Hollingsworth and L. Vezeau-Allen and citizens Jordan Derochie, Diana Gerhart, Shannon Gowans, Dan Jennings, Craig Kohler, Andree Labonte, Derrick Lavallee, Carol Magnan, Donald McConnell, Wayne Scharfenburg and Kerri Tuckett be appointed to the Ontarians with Disabilities Accessibility Advisory Committee from January 9, 2023 to December 31, 2026.

Carried

8.8.1.12 Parks and Recreation Advisory Committee

Moved by: Councillor S. Spina
Seconded by: Councillor C. Gardi

Resolved that Councillor M. Scott and citizens Chris Alfano, Jennifer Flood, Deane Greenwood, Mark Kontulainen, Tracy McClelland, Paul McDonald, Brenna Jayne Tomas and Graham Young be appointed to the Parks and Recreation Advisory Committee from January 9, 2023 to December 31, 2024.

Carried

8.8.1.13 Property Standards Committee

The relevant By-law 2023-11 appears in the Minutes under item 12.

8.8.1.14 PUC Water Commission

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Councillors C. Gardi and S. Hollingsworth and citizens Chris Graham, Mark Howson and Musa Onyuna be appointed to the PUC Water Board from January 9, 2023 to December 31, 2024.

Carried

8.8.1.15 Sault Ste. Marie Economic Development Corporation

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that citizens Robert Brewer, Gerald Fowler, Stephanie Harman and Gannon Vaughan be appointed to the Sault Ste. Marie Economic Development Corporation from January 9, 2023 to December 31, 2026.

Carried

8.8.1.16 Tourism Board of Directors

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that citizens Beverly Barber, Nicholas Brash, Lawrence Foster, Richard Lacher, Don Marini, Lovleen Sharma, Richard Walker, Tracey White and Kevin Wyer be appointed to the Tourism Board of Directors from January 9, 2023 to December 31, 2024.

Carried

8.8.2 Appointments to Boards and Committees Which are not Boards or Committees of Council

8.8.2.1 Algoma District Municipal Association

Moved by: Councillor S. Spina
Seconded by: Councillor C. Gardi

Resolved that Councillors S. Hollingsworth and M. Scott be appointed to the Algoma District Municipal Association.

Carried

8.8.2.2 Algoma Public Health

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Mayor M. Shoemaker be appointed to the Algoma Public Health Board from January 9, 2023 to December 31, 2024.

Carried

8.8.2.3 District of Sault Ste. Marie Social Services Administration Board

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Councillors M. Bruni, A. Caputo, L. Dufour, S. Spina and L. Vezeau-Allen be appointed to the District of Sault Ste. Marie Social Services Administration Board from January 9, 2023 to December 31, 2024.

Carried

8.8.2.4 Celebrating International Friendship Committee Bridge Walk Committee

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Councilor S. Hollingsworth be appointed to the Celebrating International Friendship Bridge Walk Committee from January 9, 2023 to December 31, 2024.

Carried

8.8.2.5 Public Library Board

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Paolo Bruni, Hannah Caicco, Lisa Dobrovnik, Erin Ferlaino, Wayne Greco, Kevin Harrison, Steve Murray, Mike Olejnik and Jami van Haften be appointed to the Public Library Board from January 9, 2023 to November 14, 2026.

Carried

8.8.2.6 Sault Ste. Marie Region Conservation Authority

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Councillors M. Bruni, C. Gardi, S. Hollingsworth and R. Zagordo be appointed to the Sault Ste. Marie Region Conservation Authority Board from January 9, 2023 to December 31, 2024.

Carried

8.8.2.7 Source Protection Committee

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that the Land Development and Environmental Engineer be appointed to the Source Protection Committee from January 9, 2023 to December 31, 2024.

Carried

8.8.3 Nominations to Boards and Committees which are not Boards or Committees of Council

8.8.3.1 Federation of Northern Ontario Municipalities (FONOM)

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Councillor S. Hollingsworth be nominated to the Federation of Northern Ontario Municipalities (FONOM).

Carried

8.8.3.2 Museum Management Board

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that the Manager of Recreation and Culture be nominated to the Museum Management Board from January 9, 2023 to December 31, 2024.

Carried

8.8.3.3 St. Marys River Bi-national Public Advisory Committee

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that the Land Development and Environmental Engineer be nominated to the St. Marys River Bi-National Public Advisory Committee as a non-voting member from January 9, 2023 to December 31, 2024.

Carried

8.8.3.4 Sault Ste. Marie Innovation Centre Board of Directors

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Mayor Shoemaker, Councillor Kinach and citizens Ron Common, Lori Naccarato and Asima Vezina and Deputy CAO, Community Development and Enterprise Servics be appointed to the Sault Ste. Marie Innovation Centre Board from January 9, 2023 to December 31, 2026.

Carried

8.8.4 Ad-hoc Committees/Task Forces

8.8.4.1 Downtown Plaza Task Force

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor M. Scott

Resolved that Councillor C. Gardi, Councillor S. Spina and Councillor L. Vezeau-Allen be appointed to the Downtown Plaza Task Force from January 9, 2023 to December 31, 2024.

Carried

8.8.4.2 Noise By-law Review Task Force

Moved by: Councillor S. Spina
Seconded by: Councillor C. Gardi

Resolved that Councillor M. Bruni, M. Scott, and R. Zagordo be appointed to the Noise By-law Review Task Force.

Carried

8.8.4.3 Procedure By-law Review Task Force

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Mayor Shoemaker and Councillor L. Dufour, Councillor M. Scott, the Chief Administrative Officer, the City Clerk, the City Solicitor and the Deputy City Clerk be appointed to the Procedure By-law Review Task Force.

Carried

8.8.4.4 Property Standards/Yard Maintenance/Sewer By-law Enforcement Task Force

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Councillor Dufour, Councillor Spina and Councillor Vezeau-Allen, the Director of Engineering, the Chief Building Official, the Coordinator of Building Inspections, the City Solicitor and a representative from each of the DSSAB and Sault Ste. Marie Police Service be appointed to the Property Standards/Yard Maintenance/Sewer By-law Enforcement Task Force.

Carried

8.8.5 Boards and Committees Requiring a Simultaneous Recorded Vote

8.8.5.1 Downtown Business Improvement Area (Downtown Association)

A simultaneous recorded vote was held to determine the Council representative.

For Councillor A. Caputo:

Councillors A. Caputo, S. Hollingsworth, M. Scott, S. Spina, R. Zagordo, Mayor M. Shoemaker

For Council S. Kinach:

Councillors M. Bruni, L. Dufour, C. Gardi, S. Kinach, L. Vezeau-Allen

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Councillor A. Caputo be appointed to the Downtown Business Improvement Area (Downtown Association) Board from January 9, 2023 to December 31, 2026.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Councillor S. Spina	X			
Councillor R. Zagordo	X			
Councillor S. Kinach	X			
Councillor A. Caputo	X			
Results	**11**	**0**	**0**	**0**

Carried

8.8.5.2 Environmental Sustainability Committee

A simultaneous recorded vote was held to determine the Council representative.

For Councillor C. Gardi:

Councillors A. Caputo, L. Dufour, C. Gardi, S. Hollingsworth, M. Scott, S. Spina, L. Vezeau-Allen, R. Zagordo, Mayor M. Shoemaker

For Council S. Kinach:

Councillors M. Bruni, S. Kinach

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

Resolved that Councillor C. Gardi and citizens Mark Britton, Erik Emilson, Donna Hilsinger, Andrew Judge, Tobin Kern, Victoria Prouse, Andre Riopel and Ngaire Roubal be appointed to the Environmental Sustainability Committee from January 9, 2023 to December 31, 2026.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Councillor S. Spina	X			
Councillor R. Zagordo	X			
Councillor S. Kinach	X			
Councillor A. Caputo	X			
Results	**11**	**0**	**0**	**0**

Carried

8.8.5.3 Police Services Board

A simultaneous recorded vote was held to determine the Council representative.

For Councillor A. Caputo:

Councillors A. Caputo, L. Dufour, C. Gardi, L. Vezeau-Allen, R. Zagordo

For Council M. Bruni:

Councillors M. Bruni, S. Hollingsworth, S. Kinach, S. Spina, M. Scott, R. Zagordo, Mayor M. Shoemaker

For Councillor L. Vezeau-Allen,

Councillors M. Bruni, A. Caputo, L. Dufour, C. Gardi, S. Hollingsworth, S. Kinach, S. Spina, M. Scott, L. Vezeau-Allen, Mayor M. Shoemaker

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor M. Scott

Resolved that Councillors M. Bruni and L. Vezeau-Allen and citizen Eva Dabutch be appointed to the Police Services Board from January 9, 2023 to December 31, 2024.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Councillor S. Spina	X			
Councillor R. Zagordo	X			
Councillor S. Kinach	X			
Councillor A. Caputo	X			
Results	**11**	**0**	**0**	**0**

Carried

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

9.1 Nature Canada: Bird Friendly City Certification Program

Moved by: Councillor C. Gardi
Seconded by: Councillor M. Scott

Whereas North American bird populations are declining at alarming rates, having dropped by more than 25 percent in the last 50 years; and

Whereas Nature Canada has developed a certification standard to certify eligible cities as a “Bird Friendly City”, to recognize and celebrate the contributions they have made to save bird lives in their municipalities; and

Whereas the goal of certification is to provide communities with a clear standard that reflects what a city needs to do to make it safe for birds; and

Whereas the City of Sault Ste. Marie and its surrounding area is home to many different species of birds, including several migratory bird species; and

Whereas there are many individuals and groups who already admire and monitor birds, as well as being engaged in efforts to protect birds;

Now Therefore Be It Resolved that City staff be requested to explore the Bird Friendly City Certification Program to learn more about the criteria involved to join the program and report back to Council on working with community partners to attain a Bird Friendly City designation through Nature Canada.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Councillor S. Spina	X			
Councillor R. Zagordo	X			
Councillor S. Kinach	X			
Councillor A. Caputo	X			
Results	**11**	**0**	**0**	**0**

Carried

9.2 Solar-Powered Bus Shelters

Moved by: Councillor S. Kinach
Seconded by: Councillor C. Gardi

Whereas the City of Sault Ste. Marie strives to be an environmental leader and through its strategic plan is committed to using resources wisely in an effort to maintain and create a sustainable city for future generations; and

Whereas many cities in Canada – including Edmonton, Gatineau, Moncton, London, Sarnia, Windsor and Vancouver – have adopted a policy of implementing solar-powered bus shelters rather than the conventional structure, with widespread acceptance and appreciation from an environmental and financial perspective.

Now Therefore Be It Resolved that Council request Sault Transit staff to report on the feasibility of implementing solar-powered bus shelters as the preferred option for both new and replacement structures.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Councillor S. Spina	X			
Councillor R. Zagordo	X			
Councillor S. Kinach	X			
Councillor A. Caputo	X			
Results	**11**	**0**	**0**	**0**

Carried

9.3 Election Signs

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

Whereas election signs educate or promote candidates in municipal, provincial and federal elections (including school board trustees); and

Whereas a number of candidates use other means such as social media, media partners and so forth to advertise themselves and their platforms; and

Whereas the City of Sault Ste. Marie has a by-law that states where election signs can be placed, rules on removal, however it fails to outline a limit on the number that can be posted within the community;

Now Therefore Be It Resolved that staff be requested to review other municipal by-laws, specifically to limiting the number of signs used and the imposition of election sign permits and report back with a recommendation regarding a new election sign by-law for municipal, provincial and federal elections (including school board and/or other type of elections).

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Councillor S. Spina	X			
Councillor R. Zagordo	X			
Councillor S. Kinach		X		
Councillor A. Caputo	X			
Results	**9**	**2**	**0**	**0**

Carried

9.4 Drag Story Time

Moved by: Councillor A. Caputo
Seconded by: Councillor L. Vezeau-Allen

Whereas Sault Ste Marie City Council proudly embraces our diverse population, including our budding Drag Community; and

Whereas literacy is encouraged from a young age and libraries are a place of learning and expanding one’s mind; and

Whereas teaching diversity and inclusivity is encouraged from a young age; and

Whereas the Sault Ste. Marie Public Library is hosting a drag story time on January 14 at 11:00 a.m.;

Now Therefore Be it Resolved that Council support Drag Story Time hosted by Sault Ste Marie Public Library and encourages the community to attend and participate in this event.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Councillor S. Spina	X			
Councillor R. Zagordo	X			
Councillor S. Kinach	X			
Councillor A. Caputo	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

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

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that all By-laws under item 12.1 of the Agenda under date January 9, 2023 save and except By-law 2023-8 be approved.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			

Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Councillor S. Spina	X			
Councillor R. Zagordo	X			
Councillor S. Kinach	X			
Councillor A. Caputo	X			
Results	**11**	**0**	**0**	**0**

Carried

12.1.1 By-law 2023-1 (Traffic)

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-1 being a by-law to consolidate amendments to Traffic By-law 77-200 be passed in open Council this 9th day of January, 2023.

Carried

12.1.2 By-law 2023-2 (Taxes) Interim Tax Levies

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that By-law 2022-2 being a by-law to provide for Interim Tax Levies be passed in open Council this 9th day of January, 2023.

Carried

12.1.3 By-law 2023-3 (Taxes) Delegation of Tax Appeals Applications

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-3 being a by-law to delegate tax appeals to the Assessment Review Board with respect to applications made under *Municipal Act, 2001* section 357(1)(d.1) for tax relief for sickness or extreme poverty be passed in open Council this 9th day of January, 2023.

Carried

12.1.4 By-law 2023-4 (OP) 400 Second Line West (Steve Ficociello – Ark Developments Inc.)

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-4 being a by-law to adopt Amendment No. 244 to the Official Plan for the City of Sault Ste. Marie (Steve Ficociello – Ark Developments Inc. – 400 Second Line West) be passed in open Council this 9th day of January, 2023.

Carried

12.1.5 By-law 2023-5 (Zoning) 400 Second Line West (Steve Ficociello – Ark Developments Inc.)

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-5 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 400 Second Line West (Steve Ficociello - Ark Developments Inc.) be passed in open Council this 9th day of January, 2023.

Carried

12.1.6 By-law 2023-6 (Zoning) Amend Special Exception 351 – 551 Korah Rd and 0 Prentice Ave. (Grammi Dev. Inc.)

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-6 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 551 Korah Road and 0 Pentice Avenue (Grammi Developments Ltd.) be passed in open Council this 9th day of January, 2023.

Carried

12.1.7 By-law 2023-7 (Traffic) Amend By-law 77-200

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-7 being a by-law to amend the Traffic By-law 77-200 be passed in open Council this 9th day of January, 2023.

Carried

12.1.9 By-law 2023-9 (Parking) By-law Enforcement Officers (Amend By-law 93-165)

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-9 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 9th day of January, 2023.

Carried

12.1.10 By-law 2023-10 (Agreement) Insurance Adjusting Services Extension

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-10 being a by-law to authorize the execution of the Adjusting Services Extension Agreement between the City and Sedgwick Canada Inc. for the adjusting services of City claims be passed in open Council this 9th day of January, 2023.

Carried

12.1.11 By-law 2023-11 (Appointments) Local Boards Committee

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-11 being a by-law to appoint members to various Local Boards in the City of Sault Ste. Marie be passed in open Council this 9th day of January, 2023.

Carried

12.1.12 By-law 2023-13 (Local Boards) Committee of Adjustment – Appointments

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-13 being a by-law to appoint Frank Bruni, Joseph Greco, Wayne Greco, Melinda McGregor and Anthony Rossi to the Committee of Adjustment be passed in open Council this 9th day of January, 2023.

Carried

12.1.8 By-law 2023-8 (Parking) Municipal Law Enforcement Officers (Amend By-law 90-305)

Councillor S. Spina declared a conflict on this item. (Employer has contract with City)

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-8 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 9th day of January, 2023.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Councillor S. Spina			X	
Councillor R. Zagordo	X			
Councillor S. Kinach	X			
Councillor A. Caputo	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

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 S. Hollingsworth
Seconded by: Councillor M. Scott

Resolved that this Council move into closed session to consider:

- one item concerning a proposed or pending disposition of land
- one item concerning labour relations or employee negotiations;
- one item subject to solicitor/client privilege; and
- one item concerning education/training of members

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)(c) a proposed or pending acquisition or disposition of land; 239(2)(d) labour relations or employee negotiations; 239(2)(f) advice that is subject to solicitor/client privilege; and 239(3.1) for the purpose of educating or training the members.)

Carried

15. Adjournment

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor M. Scott

Resolved that this Council now adjourn.

Carried

_____

Mayor

_____

City Clerk

The Corporation of the City of Sault Ste. Marie

Budget Meeting of City Council

Minutes

Monday, January 23, 2023
4:30 pm
Council Chambers and Videoconference

Present: Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach, Councillor C. Gardi, Councillor M. Scott, (Councillor S. Spina, Councillor L. Dufour, Councillor L. Vezeau-Allen by videoconference)

Officials: M. White (by videoconference), R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, B. Lamming, F. Coccimiglio, T. Vecchio, M. Zuppa, P. Tonazzo, C. Rumiel, S. Facey

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1. Land Acknowledgement

2. Approve Agenda as Presented

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor M. Scott

That the Agenda for January 23, 2023 Budget Meeting as presented be approved.

Carried

3. Declaration of Pecuniary Interest

4. Audit Planning Report

Chris Pomeroy, Lead Audit Engagement Partner, KPMG was in attendance to present the Audit Planning Report for the year ended December 31, 2022.

5. Levy Boards

5.1 Algoma Public Health

Dr. John Tuinema, Acting Medical Officer of Health and CEO was in attendance.

5.2 Sault Ste. Marie and Region Conservation Authority

Corrina Barrett, General Manager and Secretary / Treasurer was in attendance.

5.3 Sault Ste. Marie District Social Services Administration Board

6. Local Boards

6.1 Police Services Board

Chief Hugh Stevenson was in attendance.

6.2 Public Library Board

Matthew MacDonald, CEO and Rosanne Chan, Business Administrator were in attendance.

7. Outside Agency Grants

7.1 Algoma University

Brent Krmpotich, Director of Enrolment Management was in attendance.

7.2 Art Gallery of Algoma

Mark Lepore, Chair was in attendance.

7.3 Canadian Bushplane Heritage Centre

7.4 Sault Ste. Marie Museum

7.5 Soo Arena Association (Pee Wee Arena)

7.5.1 Soo Pee Wee Schedule C

7.6 Sault Ste. Marie Crime Stoppers

8. Closed Session

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor M. Scott

Resolved that this Council move into closed session to consider one item concerning a proposed or pending acquisition of land;

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

(Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land)

9. Adjournment

Moved by: Councillor S. Spina
Seconded by: Councillor M. Scott

That this Council shall now adjourn.

_____

Mayor

_____

City Clerk

OFFICE OF THE MAYOR

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

WHEREAS The March for Missing and Murdered Indigenous Women, Girls, 2 Spirit and Gender Diverse Persons (MMIWG2S+) is a national annual event to raise awareness of the disproportionate numbers of missing and murdered Indigenous women, girls and gender diverse individuals; and

WHEREAS This is an opportunity for Indigenous and non-Indigenous peoples of all genders and ages to gather in solidarity to remember, honour and grieve those who have passed on or who have gone missing; and

WHEREAS On February 14, 2023 people of Baawaating (Sault Ste. Marie) and across Canada will participate in a National Day of Action and Remembrance for Missing and Murdered Indigenous Women, Girls, 2 Spirit and Gender Diverse Persons to call for actions to end all forms of gendered and colonial violence;

NOW THEREFORE, I, Matthew Shoemaker, Mayor of the City of Sault Ste. Marie, do hereby declare that from **February 14th, 2023 onwards**, the Memorial Day to remember and honour Missing and Murdered Indigenous Women, Girls, 2 Spirit and Gender Diverse Persons will continue until the right to culture, health, security and justice are realized and demonstrated through improved social indicators for Indigenous communities for "as long as the sun shines, the grass grows and the rivers flow."

I also encourage all residents of the City to support this important national event and to work as a community to heed to the Calls to Justice found in the The Final Report of the National Inquiry into Missing and Murdered Indigenous Women, Girls and Gender Diverse Persons.

Signed,

Matthew Shoemaker
MAYOR

OFFICE OF THE MAYOR

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

WHEREAS In December 1995, the House of Commons officially recognized February as Black History Month following a motion introduced by the first black Canadian woman elected to Parliament, the Honourable Jean Augustine; and

WHEREAS The United Nations proclaimed 2015-2024 the Decade of people of African Descent, an important step in the international community recognizing that people of African Descent represent a distinct group whose human rights must be promoted and protected; and

WHEREAS The proud legacy of Black Canadians goes back to the early beginnings of Canadian History and that people of African Descent have made and continue to make significant contributions to Canadian history, identity, culture, literature, economy, politics, sports and education among others; and

WHEREAS As people living in Sault Ste. Marie, we recognize the significance of Black History, we also recognize our commitment to equal rights, opportunity and freedom from racial discrimination in Sault Ste. Marie and across Canada.

NOW THEREFORE, I, Matthew Shoemaker, as Mayor of the City of Sault Ste. Marie, do hereby proclaim the month of **February 2023** as **Black History Month** and encourage all our residents to join us in events happening throughout the month of February.

Signed,

Matthew Shoemaker
MAYOR



1


ARCTIC OCEAN
BEAUFORT SEA
GREENLAND
BAFFIN BAY
DAVIS STRAIT
JOURNEY'S END
Yukon
Northwest Territories
Nunavut
CANADA
HUDSON BAY
LABRADOR SEA
Newfoundland and Labrador
British Columbia
Alberta
Saskatchewan
Manitoba
Ontario
Quebec
JOURNEY BEGINNING
PACIFIC OCEAN
ATLANTIC OCEAN
UNITED STATES OF AMERICA
TRANS CANADA CANOE EXPEDITION

2



3



4


The Great Lakes
The Lake Superior Watershed
Legend
communities
national/provincial/ state boundaries
watershed divide
Scale
Lake Nipigon
ONTARIO
MINNESOTA
Lake Superior
Apostle Islands
HOUGHTON
MARQUETTE
WISCONSIN
MICHIGAN
ALGOMA HIGHLANDS
SAULT STE. MARIE
CANADA

5



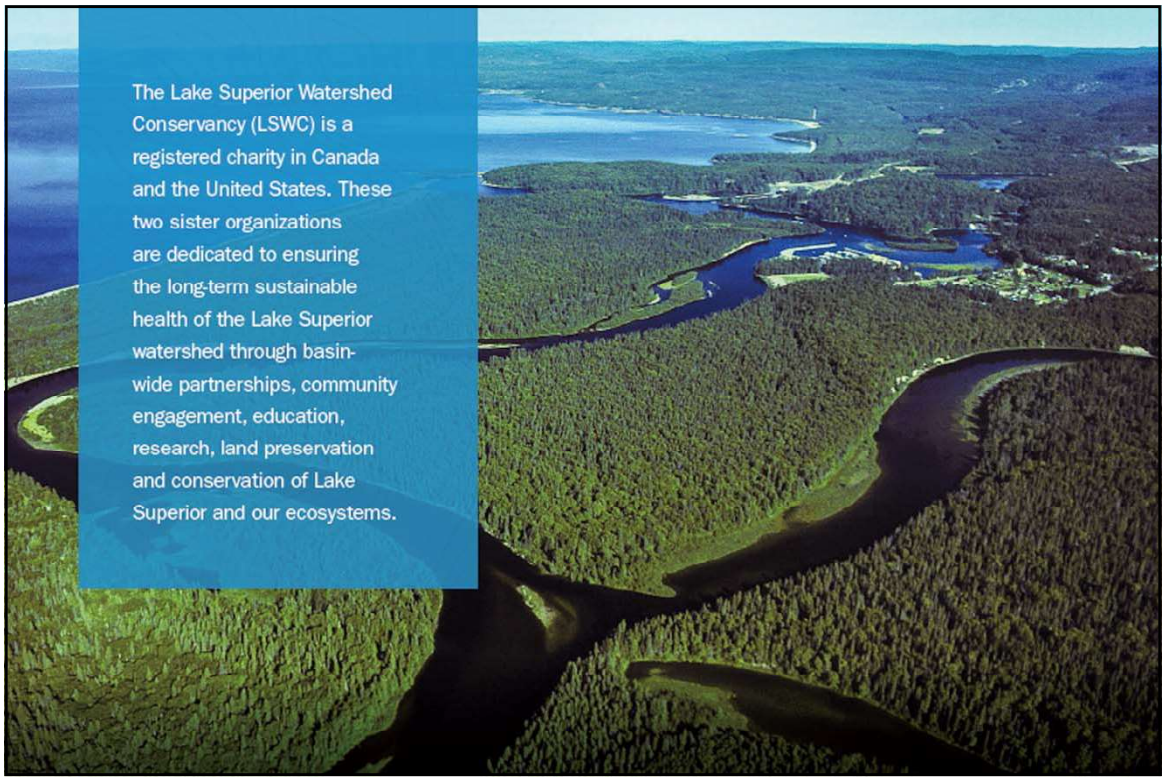
6


Protecting the greatest lake on earth.
The heart of Turtle Island.
LAKE SUPERIOR WATERSHED CONSERVANCY
Gifted by Nature, Protected by People

7


The Lake Superior Watershed
WHAT EXACTLY IS THE WATERSHED?
It is the land area through which all water droplets flow to reach the one common destination, Lake Superior.
ONTARIO
MINNESOTA
WISCONSIN
MICHIGAN
LAKE SUPERIOR
Watershed Boundary
Armstrong
Lake Nipigon
Beardmore
Kiashke Zaaging Anishinaabek (Gull Bay F.N.)
Opwaaganiisiniing (Red Rock Indian Band)
Nipigon
Red Rock
Rossport
Pawgwasheeng (Pays Plat F.N.)
Terrace Bay
Marathon
Manitouwadge
Netamisakomik (Pic Mobert F.N.)
Biigtigong Nishnaabeg
Thunder Bay
Sleeping Giant Provincial Park
Animikii-Wiikwadwe (Fort William F.N.)
Pukaskwa National Park
Missanabie Cree First Nation
Michipicoten First Nation
Wawa
Isle Royale National Park
Grand Portage Band of Lake Superior Chippewa
Lake Superior Provincial Park
Gargantua Islands Preserve Nanoboozhung
Obadjiwan (Batchewana F.N.)
Apostle Islands National Lakeshore
Houghton
Keweenaw Bay
Red Cliff Band of Lake Superior Chippewa
Duluth
Superior
Keweenaw Bay Indian Community
L'Anse
Ironwood
The Bad River Band of Lake Superior Chippewa Tribe
Marquette
Grand Marais
Sault Ste. Marie
Ketegaunseebee (Garden River F.N.)
Gnoozhekaaning (Bay Mills Indian Community)
Sault Ste. Marie Tribe of Chippewa Indians
Thunder Bay
Duluth
Sault Ste. Marie
Toronto
Chicago
© 2022 Lake Superior Watershed Conservancy. Designed by Forsefield Inc.
LAKE SUPERIOR WATERSHED CONSERVANCY
Gifted by Nature, Protected by People
Lake Superior Watershed Conservancy | CASE FOR SUPPORT | 5

8


The Lake Superior Watershed Conservancy (LSWC) is a registered charity in Canada and the United States. These two sister organizations are dedicated to ensuring the long-term sustainable health of the Lake Superior watershed through basin-wide partnerships, community engagement, education, research, land preservation and conservation of Lake Superior and our ecosystems.

9


OUR MISSION
To support the vitality of the Lake Superior Watershed by linking communities through conservation, education and active participation.
OUR VISION
Creating a future that supports healthy wild places, thriving people and vibrant communities around Lake Superior. We're all connected.
LAKE SUPERIOR WATERSHED CONSERVANCY
Lake Superior Watershed Conservancy | CASE FOR SUPPORT

10

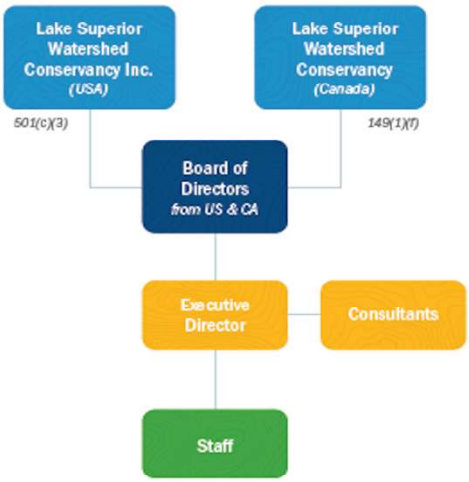
GOVERNANCE

Governed by an elected board of directors with a full-time Executive Director and a supporting staff. The Board demonstrates a commitment to the mission and values, and is represented from the US and Canada. Guided by the bylaws of the two organizations that are aligned around a watershed-wide approach to protecting Lake Superior.

In Canada, the Lake Superior Watershed Conservancy is incorporated under the Canada Not-For-Profit Act without share capital and is a registered charity under the Income Tax Act. The organization is exempt from income taxation under section 149(1)(f) of the Income Tax Act. Its purpose is to conserve and protect the Lake Superior watershed. The Corporation number is 862724275RR0001

Lake Superior Watershed Conservancy Inc is incorporated in the State of Michigan and is classified as a 501(c)(3) public charity in the US Internal Revenue Code.

Employer Identification Number EIN 27-3394262



LAKE SUPERIOR WATERSHED CONSERVANCY
Lake Superior Watershed Conservancy | CASE FOR SUPPORT | 15

11

OUR 3 PILLARS

Land Preservation

Education

Active participation and connection with nature



12


A PROJECT OF LSWC & TRANS CANADA TRAIL
LAKE SUPERIOR
WATER TRAIL
LAKE SUPERIOR
WATER TRAIL
WELCOME TO | BIENVENUE À BOBBI BENNETT MEMORIAL PARK
Ontario
Minnesota
Wisconsin
Michigan
LAKE SUPERIOR
TCT LAKE SUPERIOR WATER TRAIL
MAIN LSWT ACCESS POINT

13


A PROJECT OF LAKE SUPERIOR WATERSHED CONSERVANCY
Canoes for
CONSERVATION

14


MÉTIS-LED
Canoes for
CONSERVATION

15


A PROJECT OF LAKE SUPERIOR WATERSHED CONSERVANCY
2021 - 2022
Mapping Accessibility
with
Trans Canada Trail
&
AccessNOW
and on local water trails
on the John Roswell Hub Trail

16


Caring for Nibi/water is Everyone's Responsibility.
Nibi/water connects us
to the rivers,
the lakes,
the clouds,
the forests,
the earth,
the birds, animals, fish and insects
and, each of us, to one another.
We *ARE* Nibi/Water.

17


To contact us
Lake Superior Watershed Conservancy
285 Wilson St. Sault Ste Marie, ON
info@superiorconservancy.org
through FB & Instagram
@LSConserve
www.superiorconservancy.org
Presentation photos provided by Gary McGuffin

18



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OFFICE OF THE MAYOR

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

WHEREAS Each year the residents of Sault Ste. Marie await the arrival of Mr. Bon Soo and the Ontario Winter Carnival with great enthusiasm; and

WHEREAS Many local individuals, groups, service clubs and businesses organize and sponsor a variety of interesting events for everyone, especially families, throughout the 10 days of the carnival; and

WHEREAS In order for all citizens and visitors to fully enjoy and reflect the spirit of the carnival, they must be properly attired; and

WHEREAS This year marks the **60th Anniversary** of this community winter festival:

NOW THEREFORE, I, Matthew Shoemaker, as Mayor of the City of Sault Ste. Marie, request that all citizens and visitors wear a Bon Soo souvenir during the period **February 3rd to February 11th, 2023** which I now proclaim as **"ONTARIO WINTER CARNIVAL BON SOO SEASON"** in the City of Sault Ste. Marie. Bon Soo is for you – Let It Snow!

Signed,

Matthew Shoemaker
MAYOR

Ministry of Municipal Affairs and Housing

Office of the Minister
777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

Ministère des Affaires municipales et du Logement

Bureau du ministre
777, rue Bay, 17e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000

Ontario

234-2023-285

January 24, 2023

Your Worship
Mayor Matthew Shoemaker
City of Sault Ste. Marie

Dear Mayor Shoemaker,

Our government has a strong mandate to help more Ontarians find a home that meets their needs and budget. We are committed to building 1.5 million homes over the next 10 years to address the housing supply crisis. The Streamline Development Approval Fund (SDAF) is an important part of our tool kit to support municipal partners so that that much-needed housing can get built faster.

We understand the challenges of completing multi-faceted projects to streamline development approvals and the importance of getting this work done. That is why our government approved an extension to the SDAF project completion deadline from February 28, 2023 to November 1, 2023. This will help to ensure municipalities can complete projects and benefit from the full allocation available under the program. We have a housing supply crisis and all of us need to work together to increase supply and make housing more affordable for hardworking Ontarians.

Ministry staff will forward instructions and an amending transfer payment agreement in the coming days. Municipal staff are welcome to contact municipal.programs@ontario.ca with any questions.

Thank you for your participation in the SDAF program and your commitment to streamlining approvals so that Ontario can build the housing we need.

Sincerely,

Steve Clark
Minister

c. Malcolm White, CAO
Shelley Schell, Commissioner of Finance/Treasurer
Rachel Tyczinski, Clerk

The Corporation of the
City of Sault Ste. Marie

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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Tender - Carpeting Levels 2, 4 & 5 Ronald A. Irwin Civic Centre

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Purpose

Attached hereto for your information and consideration is a summary of the tenders received for Carpeting at the Ronald A. Irwin Civic Centre Levels 2, 4 & 5 as required by Building Services Division – Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

Background

The tender was publicly advertised and tender documents were forwarded to all firms on the bidders list. The closing date for submission of tenders was January 13, 2023 at 2:00 p.m. and public opening was conducted same day with the Deputy City Clerk in attendance.

Analysis

Submissions from three (3) bidders were received prior to the closing deadline as follows:

Carpet One and Home	$160,000
Nu Style Construction Co.	$273,000
Bob Dionisi & Sons Ltd	$164,124

The tenders received have been thoroughly evaluated and reviewed by City staff from Building Services Division – PWES.

Financial Implications

The low tendered price meeting specifications as recommended by the review committee is from Carpet One & Home for $162,816 including non-rebatable portion of HST.

During the 2022 Budget deliberations, Council approved the allocation of $250,000 for Civic Centre carpet replacement. After expenditures to date, the proposed amount can be accommodated from within the remaining funds.

Strategic Plan / Policy Impact / Climate 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 January 30, 2023 be received and the tender for supply and install of carpeting for the Ronald A. Irwin Civic Centre Levels 2, 4 & 5 from Carpet One and Home, at their low tendered price meeting specifications of $160,000 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

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

January 30, 2023

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

Purpose

The purpose of this report is to respond to the amended Council resolution of May 10, 2021 requesting further costing information regarding open data.

Background

The following resolution was passed on April 9, 2018:

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

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

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

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

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

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

Analysis

Open data is defined as:
Data that is available online, in an open format, with no legal encumbrances on use or reuse, and is available for all to access and download in full without fees [or a requirement of registration]. “Legal encumbrance” includes federal copyright protections and other, non-statutory legal limitations on how or under what conditions a dataset may be used.

The Council report of May 10, 2021 outlined in detail the following challenges facing the city in implementing the Open Data Strategy covering the key areas of:

- *Governance and security*
- *Developing a proper Online Location for Publishable Data*
- *Develop an Open Data Legal Policy (Privacy of Data)*

The resources required to address the challenges mentioned above would be one additional FTE position (Data Analyst/Programmer) in the Information Technology Division along with the technology costs to deliver the “Open Data Portal”.

The role of an open data analyst involves a combination of data analysis, data management, and data communication. Some of the specific responsibilities of an open data analyst will include:

- Data preparation: This involves cleaning and formatting data, removing any sensitive information, and creating metadata to describe the data and its provenance.
- Data analysis: Use statistical and analytical techniques to extract insights and knowledge from data. Create visualizations and other tools to help users understand and make use of the data.
- Data management: Responsible for maintaining and updating the data on a regular basis, responding to user feedback, and monitoring the data for any issues or errors.
- Data communication: Work closely with other stakeholders and end-users to help them understand and make use of the data. This may involve creating documentation, tutorials, and case studies, as well as providing support and feedback to users.
- Compliance and governance: Working with the Legal Department to ensure that the data is compliant with legal and regulatory requirements, such as data privacy laws, intellectual property laws, and data-sharing agreements.
- Technical skills: A strong understanding of data analysis tools and technologies, such a SQL, Python, R and data visualization.

The technological costs associated with open data include:

- Storage and hosting: Store and host the data on servers and make it available for download or through an API. This will incur costs for hardware, software, and bandwidth.
- Security: Open data can pose security risks; steps need to be taken to protect the data from unauthorized access or breaches. This will include measures such as encryption, access controls, and incident response planning.

- Maintenance and update: After the data is released, the City will need to maintain it, update it, and respond to user feedback or requests. This can included costs for data quality assurance, metadata management, and technical support.

Financial Implications
The financial implications to adopting and Open Data Plan and Strategy is:

- FTE Position: Ongoing Operating Salary and Benefits Expense: $ 121,540
- One time Development and Implementation Cost: $45,000
- Ongoing Website/Open Data Portal subscription costs: $10,000

These items are not included within the 2023 Budget for Council's consideration. If Council wishes to pursue this further, it would be staff's recommendation to refer this initiative to the 2024 Budget.

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

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

Resolved that the report of the Manager of Information Technology dated January 30, 2023 concerning Open Data Costing be received as information.

Respectfully submitted,

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

The Corporation of the
City of Sault Ste. Marie

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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Director of Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Universal Transit Pass Partnership with Algoma University

---

Purpose

This report has been prepared for Council's information and approval to enter into a one (1) year pilot for flat fee Transit service with Algoma University with the opportunity to extend for a further three (3) year term upon mutual agreement.

Background

City Staff first met with both Algoma University and Sault College at the end of 2018 to discuss implementing the Universal Pass Concept (U-Pass) which has been implemented at numerous post secondary institutions across the Province. The U-Pass program has been successfully launched at Carleton University, University of Ottawa, Saint Paul University, Algonquin College, Ontario Tech University, Brock University and the City of Mississauga (MiWay Transit) to name a few.

https://www.octranspo.com/en/fares/reduced-fares/u-pass/
https://registrar.ontariotechu.ca/fees-and-payment/u-pass-universal-transit-pass/index.php
https://utmsu.ca/service/u-pass/
https://www.brockbusu.ca/services/transit/

U-Pass is a program where all of the students could have access to Transit as part of their student fee.

At a Council meeting date January 14, 2019 the following resolution was passed.

> Resolved that the report of the Director of Community Services, Community Development and Enterprise Services dated 2019 01 14 be received.
>
> A by-law authorizing execution of an agreement will appear on a future Council agenda.

The initiative did not move forward at that time as legislation changed requiring that student unions be provided the opportunity to participate through referendum.

There were also challenges presented during the pandemic with closures and changes to operations that paused this initiative.

Analysis

Transit continues to be a very important means of transportation for post-secondary students here locally in Sault Ste. Marie. In 2019 Algoma University sold 178 semester passes, and Sault College sold 534 passes over the full year. In addition, 1,449 semester passes were also sold at additional locations throughout 2019. In 2022 Algoma University has sold 81 and Sault College has sold 98 semester passes to date. On a combined basis, $397,624 in revenue was generated from students for 2019.

Transit has had discussions with both Algoma University and Sault College over the last twenty years. Both schools have indicated that they would be interested in the U-Pass concept further to discussions with student governments and supporting referendums. The U-Pass Concept allows unlimited transit to be made available as part of the student enrollment fee paid to their educational institution. U-Pass programs exist in Sudbury, Thunder Bay, Guelph, Waterloo, and Ottawa to name a few.

From research and contact with Sudbury Transit they fully recommend this approach and are looking at expanding their program further. Sudbury Transit Services have a U-Pass Partnership in place with Laurentian University. They are also interested in expanding the program to College Boreal and Cambrian College. Laurentian University Partnership:

- Adult monthly pass - $88
- Semester/Student pass (if still applicable) - $75
- U pass (per month if possible) - A one-time fee of $218 per student, which amounts to approximately $27.25/mth per student for the school year. All students form part of the U-Pass Agreement, and so there is no opt-out

For the local pilot the City will be tracking ridership specifically designated to riders under this program to determine use and success of the pilot along with any potential impact to existing service delivery. This will be achieved through utilizing existing student cards with supporting Photo ID card. Rides will be recorded through the current farebox system with a specific item allocated to the U-Pass.

A referendum was recently held by Algoma University Student Union (AUSU) which took place from December 7-10, 2022. The U-Pass item passed with 67% support. A one (1) year pilot agreement is being recommended to be entered into Algoma University on a stand-alone basis.

Timeline for implementation with Algoma University.

Category	Algoma University
Google Bus Orientation	Complete
Education Sessions U-Pass	Complete with Student Union Representatives
Student Referendum	December 2022 (Algoma University Student Association) – **passed**
If Passed – Agreement & By-Law to Council	January 30, 2023
Pilot Implementation	February 1, 2023
Pilot Completion	December 31, 2023

The one (1) year pilot for Algoma University will begin February 1, 2023 and run until December 31, 2023. At the completion of the pilot, if the trial is deemed a success, there will be an option to renew for three (3) years subject to mutual agreement.

Success will be measured based on ridership statistics, revenue, demands on the system and service experience. City staff are in full support of the pilot and recommend the proposal.

Discussions continue with Sault College on the opportunity for future participation. Given the difference in approval process between the institutions, staff will need to bring back a future report should the College wish to participate.

Financial Implications
The new agreement would generate approximately $304,260 in revenue with Algoma University adopting the program for eleven (11) months or $331,920 for a full year. This would service approximately 1,400 students and be an increase of approximately 700 students from present use in discussions with Algoma's Student Union representatives.

Therefore, the projected annual incremental revenue for the year could amount to approximately $60,600 ($331,920-$271,320), based on confirmed enrollment of eligible students per semester. Staff recommend directing the potential incremental revenue to the transit capital reserve to assist in future requirements.

Algoma University U-Pass: $20/pass * 1,383 students * 12 months = $331,920
700 *$193.80 semester pass = $135,660 * 2 semesters = $271,320

City Staff will review service level demands during the pilot and are expecting to complete the pilot within existing service levels, infrastructure and budget.

Proposed U-Pass Pricing of $20/month (for 1 year timeframe)

Algoma has 1,383 students participating.

Municipality/Transit Agency	Adult Monthly Pricing	Semester/Student Monthly Pricing	U-Pass Monthly Pricing
Sault Ste. Marie	$70.40	$193.80 (Student $48.45/mth)	$20/mth proposed)
Sudbury	$88	$75 (Student)	$218 (8 mths or $27.25/mth)
Guelph	$80	$272 (Semester or $68/mth)	$151 (per semester or $37.75/mth)
Thunder Bay	$80		$214 (annually or $17.83/mth)
Ottawa	$125.50	$96.75/mth (Youth 13-19 years)	$223.48 (per semester or $55.87/mth)
Waterloo	$90	$306 (College Pass 4 months or $76.50/mth)	$107.67 (per semester or $26.90/mth)
Durham (Ontario Tech University)	$117		$147.25 (per semester or $36.81/mth)

City Staff recommend the $20/month charge for the pilot, as it will increase revenue by an estimated $60,600 during year one (1). More importantly, ridership could potentially increase by 700 active youth riders while continuing their post secondary studies.

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. Specifically in fostering a positive avenue for individuals who are in search of employment and require the service from a social perspective.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Furthermore, it exemplifies communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.

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

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated January 30, 2023 be received.

An agreement and by-law 2023-12 authorizing signature of the agreement can be found elsewhere on the 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

The Corporation of the
City of Sault Ste. Marie

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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT:	Community Development and Enterprise Services
RE:	Designated Property Grant – 10 Kensington Terrace Roof Replacement

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Purpose

The purpose of this report is to seek Council's approval for a $15,000 grant to assist with the replacement of the cedar shake roof at 10 Kensington Terrace which is a designated property.

Background

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) received a Designated Heritage Property Grant application (attached) in November of 2022 from the three owners of Upton House located at 10 Kensington Terrace to assist with the replacement of the cedar shake roof.

Upton House is a heritage building designated under Part IV of the Ontario Heritage Act in 1983 and is the second oldest building in the City built by Wemyss Simpson in 1865.

The Sault Ste. Marie Municipal Heritage Committee is a committee of City Council committed to the identification and preservation of buildings, structures and lands that are of cultural and/or historical value or interest, and to initiate and promote a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program, administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the Ontario Heritage Act. Owners of designated heritage properties within the City of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of their heritage properties.

Through the Designated Property Grant Program, owners may apply to receive one grant per calendar year for work done on the heritage features of their designated heritage property or on specific structures which ensure the ongoing

integrity of their heritage property. The grants do not exceed 67% of the approved project cost and are generally limited to a maximum of $3,000 for a single applicant however exceptions have been made.

Analysis

“Upton” otherwise known as the Wemyss Simpson House is the second oldest building in Sault Ste. Marie built in 1865 by Wemyss Simpson who came to Sault Ste. Marie in 1862 to be Chief Factor for the Hudson’s Bay Company. Mr. Simpson went on to be elected as Algoma’s first member of the new Canadian Parliament. This building has both architectural and historical significance to the City and is worthy of careful preservation. A major restoration of the building was untaken in 1988 under the auspices of Heritage Sault Ste. Marie to reclaim this important building from major deterioration and eventual demolition. Significant grants were available through the Province at the time and nearly $500,000 was invested to restore the building to its former elegance. Renovations included the creation of three separate living units (later sold), the re-building of the original veranda, masonry and carpentry repairs and the replacement of all the windows and doors. A condominium corporation was developed to insure that all the tenants of the building work together to maintain the building. It stands as one of the premier heritage buildings in the City.

The cedar shake roof is in need of replacement. The property owners are requesting to replace the cedar shakes with Enviroshake which is an eco friendly product that mimics the look of cedar shakes. The product has been used on a number of designated properties throughout Ontario. The Municipal Heritage Committee reviewed the application and product information at their December meeting. The total cost of the project is estimated at $50,040.

The application was reviewed at the December 7, 2022 meeting of the Municipal Heritage Committee. The following resolution was passed:

“Resolved that the Sault Ste. Marie Municipal Heritage Committee recommend a designated heritage property grant to 10 Kensington Terrace (Condo 6 Corp) in the amount of $15,000 to support the replacement of the cedar shake roof with Enviroshake;
and further that payment be rendered upon submission of paid contractor invoices and final approval of the work by the S.S.M.M.H.C.”

Financial Implications

The $15,000 designated heritage property grant can be accommodated within the Heritage Property Grant Reserve which has an uncommitted balance of $13,559.98 and partial funding from the 2023 allocation subject to Council approval.

Strategic Plan / Policy Impact / Climate Impact

Focus Area – Quality of Life: Promote, grow and support arts and culture.

<u>Climate Impact</u>

The Enviroshake product is made from 95% recycled materials, is maintenance free, and lifetime guaranteed. Using Enviroshake also contributes towards 57 relevant Leadership in Energy and Environmental Design (LEED points and 16.5 direct LEED points). A project earns LEED points by adhering to prerequisites and credits that address carbon, energy, water, waste, transportation, materials, health and indoor environmental quality. This will enhance the projects building design and reduce impacts on energy and GHG emissions as part of climate change mitigation.

From a climate adaptation standpoint Enviroshake offer rain resistance of 225 mm per hour. With climate change, more heavy precipitation events are expected and this will increase the buildings resiliency.

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

- Quality of life: promoting quality of life advantages including the implementation of the Community 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, this project aligns with the Sault Ste. Marie Greenhouse Gas Reduction Plan which recommends retrofit residential and commercial buildings to be more energy efficient and resilient to climate change.

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

Resolved that the report of the Manager of Recreation and Culture dated January 30, 2023 concerning the Designated Heritage Property Grant – 10 Kensington Terrace Roof Replacement in the amount of $15,000 to Condo 6 Corp to support the replacement of the cedar shake roof with Enviroshake be approved; and further that payment be rendered upon submission of paid invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee.

Respectfully submitted,

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

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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Travis Anderson, Director of Tourism & Community Development
DEPARTMENT:	Community Development and Enterprise Services
RE:	TDF Applications Received January 2022

Purpose

This report provides recommendations to City Council from City staff and the Tourism Sault Ste. Marie Board of Directors for the 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 different two streams - Festivals & Special Events and Attractions & Product Development. The funds for both streams of the TDF are generated from revenue collected by the Municipal Accommodation Tax (MAT).

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

- Development quality tourism products & 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 Director's meeting, January 19, 2023 three (3) applications were reviewed with the following recommendations:

1. The Beaver Freezer Marathon - $6,500

2. Runway Park Drag Race Series - $5,000
3. 2023 Regional Convention of Jehovah's Witnesses - $12,000

The Beaver Freezer Marathon

The Beaver Freezer Marathon (March 11, 2023) utilizes crown land and public access trails. Ski, fat bike or run up to 42 kms on frozen lakes, streams, trails and portages. Starting and finishing at Hiawatha Highlands, competitors will follow trails, streams and lakes to the first transition area (TA) / safety check at Trout Lake Marina. Here the athletes can swap teammates, fill up their water bottle or get a snack before travelling on to TA2 located on the ice of Island Lake. From there, competitors will take a different route back to Trout Lake - TA3 before continuing to the finish line back at Hiawatha Highlands. Each transition area is between 10 and 14 km apart.

The Beaver Freezer Marathon hopes to build on a successful year one by attracting 300+ participants. This event is well positioned to become one of Sault Ste. Marie's premier winter sporting events with potential to grow annually. The request of $6,500.00 from the Tourism Development Fund will be used for marketing and hosting fees.

Visitation Projections:

- Total Out of Town Participation: 330

Economic Impact:

- 330 Out of Town Visitors x 2 days x $150pp/pd = $99,000

In recognition of the positive impact, the Beaver Freezer Marathon will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

"Be it resolved that Tourism Sault Ste. Marie recommend a contribution of $6500 through the Tourism Development Fund- Conferences and Special Events Stream to support the 2023 Beaver Freezer Marathon March 11, 2023 and that a report be submitted to City Council for consideration and approval."
Moved by: D. Marini
Seconded by: N. Brash
All in favour, Carried.

Runway Park Snowmobile Drag Series

The Snow Drag Race Series at Runway Park is a 500ft, 4 lane snow machine drag event held over the course of three weekends; January 14, February 11 and March 11, 2023.This event is an all ages, multi heat (with divisions for various model types) event with categories to attract various demographics. Divisions include youth riders, first time, custom built a well as big build sleds and "queen" women only events.

The annual series has been success at attracting riders from out of the region. The request of $5,000.00 from the Tourism Development Fund will be used to improve the marketing reach of the series in an effort to increase visitors. With SnoCross decreasing their Northern Ontario presence, this series helps to fill the gap with homegrown winter moto recreation offerings.

Visitation Projections:

- Total Out of Town Participation: 225

Economic Impact:

- 225 Out of Town Visitors x 6 days (2 days each event) x $150pp/pd = $202,500

In recognition of the positive impact, the 2023 Runway Park Snow Drag Series will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution of $5,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the 2023 Runway Park Drag Race Series (January 14, February 11 and March 11, 2023) and that a report be submitted to City Council for consideration and approval.”

Moved by: D. Marini
Seconded by: T. White
All in favour, Carried.

2023 Regional Convention of Jehovah’s Witnesses

Annually, Watch Tower Canada sponsors three-day conventions of Jehovah's Witnesses across Canada. These conventions feature talks and videos that teach Scriptural lessons to improve daily living and build strong communities. These not-for-profit events are multi-cultural and educational in nature. Everyone is welcome and no collection is taken. The TDF funds are requested to cover the costs of venue rental at the GFL Memorial Gardens. The majority of delegates for this convention are from Northern Ontario traveling a distance >40km from Sault Ste. Marie. The convention is scheduled for June 23-25, 2023 and will be the largest convention hosted in SSM post-pandemic. This sets a valuable tone that our community is once again open to host large events. The request of $12,000.00 from the Tourism Development Fund will be used to cover the cost of venue rental to host the Convention.

Visitation Projections:

- Total Out of Town Participation: 2540

Economic Impact

- 2000 Out of Town Visitors (rounded down) x 3 days x $150 per day = $900,000

In recognition of the positive impact, the 2023 Regional Convention of Jehovah's Witnesses will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

"Be it resolved that Tourism Sault Ste. Marie recommend a contribution of $12,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the 2023 Regional Convention of Jehovah's Witnesses June 23-25 and that a report be submitted to City Council for consideration and approval."

Moved by: G.Lacher
Seconded by: D. Marini
All in favour, Carried.

Financial Implications
No new funds would be required. The Tourism Development Fund currently has $74,611.33 uncommitted for the purposes of financial assistance within the tourism sector.

Strategic Plan / Policy Impact / Climate Impact
This item supports the following Corporate Strategic Plan focus areas:

- Community Development and Partnership focus of Maximizing Economic
- Development & 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 January 30, 2023 concerning Tourism Development Fund Applications for The Beaver Freezer Marathon, Runway Park Drag Race Series and 2023 Regional Convention of Jehovah's Witnesses be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate $23,500 be approved for the following projects:

The Beaver Freezer Marathon ($6,500);
Runway Park Drag Race Series ($5,000); and
2023 Regional Convention of Jehovah's Witnesses ($12,000)

Respectfully submitted,

Travis Anderson
Director Tourism and
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The Corporation of the
City of Sault Ste. Marie

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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Tom Vair, Deputy CAO, Community Development and Enterprise Services and Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Community Development and Enterprise Services
RE:	Delegated Authority for City Property Offers

Purpose

The purpose of this report is to seek City Council approval for delegated authority for the Assistant City Solicitor/Senior Litigation Counsel or his/her designate to sign Agreements of Purchase and Sale with certain conditions in order to facilitate the sale of City properties.

Background

In 2022 the City engaged the services of a real estate agent to assist in the marketing and sales of industrial properties located on Leigh's Bay Road and Yates Avenue. While engaging in the process for sale of these lands, it has become apparent that efficiencies would be gained by having Council authorization for delegated authority for the Assistant City Solicitor/Senior Litigation Counsel to sign Agreements of Purchase and Sale, with certain conditions, in order to facilitate the sale of City properties.

The benefit of this is that the Assistant City Solicitor/Senior Litigation Counsel would have authority to sign a counter offer (new dates, terms, etc.) to advance negotiations and confirm intent from a purchaser. The primary condition within any agreement signed by the Assistant City Solicitor/Senior Litigation Counsel would be that the agreement of purchase and sale is conditional upon approval by City Council. That direction would be given by Council in a Closed Meeting of Council. A By-law passed by Council authorizing the sale would still be necessary to formalize the Agreement.

Once offers are received, they will be reviewed by the team from Community Development and Enterprise Services and Legal with support from our real estate agent. Once Staff are comfortable with the offer, an Agreement of Purchase and Sale would be signed by the Assistant City Solicitor/Senior Litigation Counsel with a time frame that permits Council direction. A report will be developed by City Staff

with recommendation for Council review and direction at the next available Closed Council session.

The wording of the Agreement of Purchase and Sale condition will be as follows:

This Agreement of Purchase and Sale is conditional upon:

(a) approval by City Council of The Corporation of the City of Sault Ste. Marie (the "Council of the Vendor") of the within Agreement of Purchase and Sale, which approval shall occur only upon the Council of the Vendor passing a By-law authorizing the sale of the Property to the Purchaser on the terms and conditions set out in this Agreement of Purchase and Sale. Unless the Vendor gives notice in writing delivered to the Purchaser personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than _____ p.m. on the <insert date> day of <insert month>, <insert year>, that this condition is fulfilled, this offer shall be null and void; and

(b) the Purchaser signing the attached Acknowledgment confirming the Purchaser understands this is only a conditional offer until such time as Council of the Vendor formally approves the Agreement of Purchase and Sale in accordance with Condition (a) herein.

The Acknowledgement and Release is appended as Schedule "A' to this Report.

Analysis
The authorization of this delegation of authority will provide a more efficient and effective method to negotiate sales of City properties with proponents. Staff would have the ability to advance property sales discussions with proponents to the stage that they are comfortable recommending them to Council and securing a signed Agreement of Purchase and Sale from the vendor to confirm intent.

City Council will continue to have final approval authority for any sale of City property.

Financial Implications
There are no financial implications to this report.

Strategic Plan / Policy Impact / Climate Impact
This report aligns with the Service Delivery focus area within the Corporate Strategic Plan:

Eliminating Barriers to Business & Streamlining Processes – Streamlining processes improves relationships with individual and corporate citizens.

Addressing barriers that may impede success and fostering a culture that encourages innovative solutions will result in enhances service delivery.

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

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services and Assistant City Solicitor/Senior Litigation Counsel dated January 30, 2023 concerning delegation of authority for City Property offers be received and that Council provide delegated authority for the Assistant City Solicitor/Senior Litigation Counsel or his/her designate to sign Agreements of Purchase and Sale with certain conditions described above in order to facilitate the sale of City properties.

By-law 2023-17 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Tom Vair
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and

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
705-759-5403
m.borowiczsibenik@cityssm.on.ca

ACKNOWLEDGEMENT AND RELEASE

I/We the undersigned, hereby submit this Agreement of Purchase and Sale dated the ____ day of _____, 20___ to The Corporation of the City of Sault Ste. Marie (the "City") for consideration.

I/We the undersigned, hereby understand that the City has granted the Assistant City Solicitor/Senior Litigation Counsel delegated authority to sign the Agreement of Purchase and Sale containing a condition that the Agreement of Purchase and Sale must be approved by the Council of the Vendor before it is considered binding. I/We the undersigned understand and acknowledge that such "approval" by the Council of the Vendor **only** occurs if the Council of the Vendor passes a By-law that authorizes the sale of the Property to _____ on the terms and conditions set out in this Agreement of Purchase and Sale. If Council of the Vendor does not pass a By-law authorizing the sale of the Property to _____ on the terms and conditions set out in this Agreement of Purchase and Sale, this Agreement of Purchase and Sale is null and void, and of no force or effect.

I/We the undersigned, hereby understand and acknowledge that the Council of the Vendor has the sole right and absolute discretion to approve an Agreement of Purchase and Sale presented for consideration or to reject any and all such Agreements of Purchase and Sale and its decision is considered final.

I/We the undersigned, hereby understand and acknowledge that there is no recourse to or against the City or against any staff involved in any negotiation of this Agreement of Purchase and Sale and in any decision made by the Council of the City to not pass a By-law authorizing the sale of the Property to _____. To that end, I/we hereby acknowledge and agree to release and discharge the City and its staff, Council, representatives, heirs, executors, administrators, contractors, agents and assigns from any claims or causes of action known or unknown arising out of, directly or indirectly, the:

(a) negotiation of this Agreement of Purchase and Sale;
(b) any costs incurred by _____ in the preparation of the Agreement of Purchase and Sale, including but not limited to costs associated with legal fees, real estate agent fees, consulting fees, plans, diagrams, consultant reports, studies, etc.
(c) decision by Council of the Vendor to not pass a By-law authorizing the sale of the Property to _____ in the event that Council of the Vendor makes that decision.

I/We the undersigned further hereby acknowledges that the City is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (the "Act"). All documents submitted to the City become the property of the City and will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

I/We the undersigned hereby acknowledges that I/we have carefully read this Acknowledgement and fully understand the contents of same. I/We the undersigned further acknowledge and agree that I/we are waiving any right that I/we may have against the City and its staff, Council, representatives, heirs, executors, administrators, contractors, agents and assigns from any claim of any nature and kind related to the matters set out herein.

This Acknowledgement and Release of all claims is entered into this _____ day of _____, 20____.

_____
Witness
Print: _____

_____
Signature – Purchaser
Name:
_____

_____
Witness
Print: _____

The Corporation of the
City of Sault Ste. Marie

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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Tom Vair, Deputy CAO, Community Development and Enterprise Services and Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Community Development and Enterprise Services
RE:	328 Queen Street – Removal of Restrictive Covenant

Purpose

The purpose of this report is to remove a restrictive covenant registered on title when the City sold 328 Queen Street. The purchaser provided an undertaking, to complete the exterior façade work to the City's satisfaction within 6 months from date of purchase.

Background

On March 22, 2022 City Council authorized the disposition 328 Queen Street to Carmen Muto Plumbing & Heating Inc. on an "as is" basis. The purchaser provided an undertaking to completely renovate and complete the exterior façade work of the Building on the Subject Property in a manner that is acceptable to the City within six (6) months from the Closing.

In addition, there is an undertaking that the Buyer substantially renovate and complete all interior construction and work for the Building on the Subject Property in accordance with the Offer made for the Property within two and a half (2.5) years from the Closing Date in a manner that is acceptable to the City.

If the Buyer fails to complete either obligation, the City may take back the Subject Property in the City's sole discretion and the Buyer undertakes to complete any and all necessary paperwork to effect the said transfer back to The Corporation of the City of Sault Ste. Marie.

Staff are recommending the restrictive covenant to renovate the exterior façade be removed and that the condition is satisfied.

Analysis

City staff visited the site and also had conversations with Mr. Muto regarding the property. Significant work has been completed on the brick work at the street level of the building. Mr. Muto has windows on order, however, supply chain issues have

caused delay in receiving and installing the windows. In addition, Mr. Muto has secured a lease for the commercial space at the street level and will be advancing significant renovations in the property in the coming months.

For these reasons, staff is comfortable in recommending the removal of the restrictive covenant for the façade work. It will be great to see this property revitalized and become an attractive storefront on Queen Street once again.

Financial Implications
There are no financial implications to this report.

Strategic Plan / Policy Impact / Climate Impact
This item aligns with the Corporate Strategic Plan in the Focus Area of Quality of Life:

Vibrant Downtown Areas: We are striving to create a vibrant and attractive downtown that contributes to the vitality and resiliency of our City. Downtown areas play a central role in defining the character of our City.

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

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services and Assistant City Solicitor/Senior Litigation Counsel dated January 30, 2023 concerning the removal of a restrictive covenant on 328 Queen Street be received and that Council authorize staff to take the necessary steps to remove the restrictive covenant to renovate the exterior façade from the Subject Property, and to confirm that this condition is satisfied.

Respectfully submitted,

Tom Vair
Deputy CAO, Community Development and Enterprise Services
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and

Melanie Borowicz-Sibenik
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The Corporation of the
City of Sault Ste. Marie

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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Fire Chief Peter Johnson
DEPARTMENT:	Fire Services
RE:	Overtime and Staffing Fire Services

Purpose

Purpose of this report is to provide information to Mayor and Council ahead of the 2023 budget deliberations concerning Fire Services overtime and staffing.

Background

A report to Council from the Fire Chief dated March 19, 2018 presented the Community (comprehensive) Risk Assessment (CRA) and the Fire Master Plan (FMP). The findings of the CRA were utilized to develop the FMP with a proposed strategic framework for the delivery of fire protection services for the City of Sault Ste. Marie. In the recommendation section of the report, Council approved and directed the Fire Chief to implement Option 1 within the Fire Master Plan which included a minimum on duty staffing of fifteen (15) Firefighters at all times as the interim Fire Station and Firefighter deployment model.

Analysis

Senior Fire Management in collaboration with Finance staff analyzed Fire Services 3-year data and overtime trends. The overtime for Fire Services continues to trend upwards. There are a number of factors contributing to the overtime; these are illness, training, WSIB, non-occupational injury, bereavement and call outs.

The Council approved level of service set the minimum on-duty staffing level to fifteen (15) Firefighters and one (1) communications operator totalling sixteen (16) on duty at all times. Currently, there are four (4) Platoons with nineteen (19) staff per Platoon for seventy-six (76) suppression staff.

The vacation allotment allows for a maximum of three (3) staff off on any given day (vacation). Therefore, frequently we are at our minimum staffing level of sixteen (16) prior to any of the above listed factors that contribute to overtime. This is a lean staffing model.

Below shows the 3-year trend for overtime as well as 2022.

- 2019 - 12,140 hours paid at premium pay at a cost of $749,168 actual budget amount - $632,339
- 2020 – 10,635 hours paid at premium pay at a cost of $705,738 actual budget amount - $683,040
- 2021 – 12,208 hours paid at premium pay at a cost of $822,170 actual budget amount $700,994 overage - $121,176
- 2022 – 12,389 hours paid at premium pay at a cost of $895,943 actual budget amount $705,920

There is an inherent risk to the level of service (staffing) to the community. Maintaining the current approved staffing level with an average of 11,661 overtime hours has its challenges. Currently, suppression staff are being asked to work overtime to ensure the deployment and staffing level is met everyday. Staff have no obligation to accept the overtime. The only obligation is through the Fire Protection and Prevention Act (FPPA) and the rights of the Fire Chief to order staff back to work in the event of an emergency. Maintaining the daily on duty minimum staffing level is not considered an emergency and operating the service on overtime is not a proper way to manage the service for the community. There is a burnout factor for the operations staff and at times, it can be difficult to fill the required overtime needs.

In order to address the above stated issues an analysis was completed. The analysis presented 2 (two) viable options.

1. In order to properly budget for the existing trend, an increase to the overtime budget would be required of approximately $100,000; or
2. The most efficient and effective solution to mitigate the overtime and reduce operational impacts is to increase the operations staffing complement by four (4) Firefighters. The initial cost to hire four (4) Firefighters:

Salary	$62,864
Benefits	$18,859
Equipment/Training	$3,500
Total for one (1)	$85,223
Total for four (4)	$340,892
Total hours worked by four (4)	7,728

When applying the 7,728 hours worked by the addition of four (4) Firefighters to the average overtime hours of 11,661 shows that a new average of overtime would be 3,933. Using our 3-year trend and the average hourly rate of overtime, the cost of overtime is reduced to an average of $258,180 - compared to the budgeted amount of $705,920 for 2022. A savings of approximately $447,740.

The actual overtime incurred by Fire Services has historically been over budget. The recommended approach within this report will alleviate the overtime pressure on existing staff with the addition of four firefighters. The reduction of overtime is the net change of anticipated staffing additions while rightsizing the budget to what is anticipated to be spent in 2023. Staff will need to revisit this in future years while trends become more apparent.

Financial Implications
The estimated overtime savings by hiring four (4) firefighters equates to $447,740 with a total cost of $340,892. The net savings ($106,848) is recommended to be directed to the Fire Capital Reserve to assist with the purchase of an aerial truck within the 2023 Capital Budget.

The approval of the new complement and subsequent equipment purchase is subject to Council's approval of the 2023 Budget.

Strategic Plan / Policy Impact
Service Delivery - The addition of four Firefighters will ensure that the City of Sault Ste. Marie Fire Service will continue to provide efficient and effective service to the community, resulting in excellent customer service.

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

Resolved that the report of the Fire Chief dated January 30, 2023 concerning overtime and staffing levels be received as information while the potential staffing changes and equipment purchase included within the report be referred to 2023 budget deliberations.

Respectfully submitted,

Peter Johnson
Fire Chief
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The Corporation of the
City of Sault Ste. Marie

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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Lauren Perry, Community Emergency Management Coordinator
DEPARTMENT:	Fire Services
RE:	Extreme Cold Warning Notification Process

Purpose

This report is in response to a Council resolution regarding the Extreme Cold Warning Notification Process.

Background

On January 20, 2020, Council passed the following resolution seeking information on updates to the City's Cold Weather Notification Policy:

Whereas in the last days of 2019 and first days of 2020, the City of Sault Ste. Marie experienced extreme weather that led to extended loss of power, and

Whereas during the extended power loss, the temperatures were relatively mild, resulting in the cold weather warming shelter plan not being triggered, and

Whereas the staff at the City of Sault Ste. Marie recognized the need for a warming shelter despite the relatively mild weather, and in partnership with the Water Tower Inn, provided a space for community residents to find warmth, and

Whereas the situation experienced in the last days of 2019 and the first days of 2020 identified the need to an update to the City of Sault Ste. Marie's warming shelter plan;

Now Therefore Be It Resolved that staff review the warming shelter plan currently in place and recommend the necessary adjustments based on the needs of the community that have become evident as a result of recent events.

Analysis

The intent of the Extreme Cold Weather Notification Process was for frontline staff to have information about cold-related health effects and recommend preventative and protective measures for the public such as seeking shelter. This process mirrors what Ontario comparators have also put into place to ensure vulnerable

groups are informed when temperatures drop to extreme levels. During extreme cold vulnerable groups would be informed/ encouraged to access existing supports provided through Social Services.

Since the inception of this process further work has been undertaken including consultation with Social Services, the Homelessness Prevention Team and Algoma Public Health. Algoma Public Health has provided temperature thresholds (-15C, or -20C with the wind chill) when considering vulnerable populations as well as information regarding cold related injury and illness. Social Services has combined the intent of this process with their own cold weather protocols to expand shelter capacity and moving forward will oversee its activation leveraging the Homelessness Prevention Team for enhanced notifications.

When looking at situations such as the extended power loss that occurred in the last days of 2019 and the first days of 2020, the framework for that response is directed by the City of Sault Ste. Marie's Emergency Response Plan. This plan as required by the Emergency Management Civil Protection Act, "governs the provision of necessary service during an emergency in which employees of the municipality and other persons will respond to the emergency". Specifically, to this scenario, City of Sault Ste. Marie Evacuation Plan, which is based on a guideline provided from the Ontario Ministry of the Solicitor General.

The Evacuation Plan outlines a rational process for evacuation decision making and response to ensure that evacuations are conducted safely, effectively and efficiently. This plan addresses limitations, real-time threat assessments, response scenarios, transportation, re-entry, roles, vulnerable persons and notifications.

During the extended power outage that occurred, constant communication was maintained with PUC Services Inc. that allowed the level of vulnerability of the impacted individuals to be continuously assessed. Based on details around the recovery of the outage and to maximize the efficiency of local Red Cross volunteers a central shelter was opened as the Evacuation Plan allows with ability for expansion.

Financial Implications
Not applicable

Strategic Plan / Policy Impact / Climate 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 Community Emergency Management Coordinator dated January 30, 2023 regarding the Extreme Cold Weather Notification Process be received as information.

Respectfully submitted,

Lauren Perry
Community Emergency
Management Coordinator
705.541.5173
lperry@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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Fields, City Solicitor
DEPARTMENT:	Legal Department
RE:	Update on Carpenters' Constitutional Challenge Case

Purpose

The purpose of this report is to provide Council with an update on the court case of the Carpenters' District Council of Ontario, United Brotherhood of Carpenters, and Joiners of America (the Applicants) and the Corporation of the City of Sault Ste. Marie (the Respondent), dated January 24, 2023.

Background

On July 4, 2019, section 127 of the *Labour Relations Act*, ("LRA") was amended to deem certain entities non-construction employers ("NCE"). One of those entities was "a municipality". Prior to this amendment, the City of Sault Ste. Marie was deemed to be a construction employer, which meant it would be bound to a specialized regime for the construction industry including a specific bargaining scheme for unions for building trades in the industrial, commercial, and institutional ("ICI") sector of the construction industry. One of the key provisions of the province-wide collective agreements is the prohibition on an employer from subcontracting to non-union companies. The amendment to the LRA meant that the City could now become a non-construction employer, and not be bound by the provincial agreement and the restrictions that brought. The Applicant challenged the constitutionality of the amendment on the claim that it violated section 2(d) of the Canadian Charter of Rights and Freedoms ("the Charter"). Section 2(d) includes a right to collective bargaining. The Ontario Labour Relations Board ("the Board") heard the cases and concluded that there was no breach of section 2(d) of the Charter. The Applicant then brought an application for judicial review of the Labour Board's decisions, to the Divisional Court. The matter was heard on December 12, 2022 and the application was dismissed. The Court held that the Board was correct in concluding that there was no infringement of section 2(d) of the Charter.

Analysis

Given the decision of the Board, and the unanimous decision of the Divisional Court, the Applicant will have to decide if it wants to continue to proceed with the challenge. If they choose not to, the matter is ended and the City remains a non-construction employer under the LRA. If the Applicant decides to continue, it will

have to seek leave to appeal to the Court of Appeal for Ontario, and if leave is granted, then the matter would be heard before the Court of Appeal.

Financial Implications
There are no immediate financial implications to his update. The applicants have been ordered to pay $10,000 in costs, which will be divided between four respondents, meaning the City would receive $2500.00 in legal costs.

Strategic Plan / Policy Impact / Climate Impact
This is not a matter articulated in the corporate Strategic Plan.

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

Resolved that the report of Karen Fields, City Solicitor, dated January 30, 2023, concerning this court case be received as information.

Respectfully submitted,

Karen Fields
City Solicitor
705.759.5407
k.fields@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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jeffrey King, Solicitor
DEPARTMENT:	Legal Department
RE:	Zoning Appeal 204 South Market

Purpose

The purpose of this report is to advise Council that the Ontario Land Tribunal has set a hearing date regarding the zoning application made by ESC Land Development Corporation and the subsequent appeal filed by Mark Brown.

Background

City Council passed By-laws 2022-154 and 2022-155 on August 29, 2022. The purpose of By-law 2022-154 & 2022-155 was to change the zone designation of 204 South Market Street from R3 (Low Density Residential) zone and R4 (Medium Density Residential) zone to R4.S (Medium Density Residential) zone with a "Special Exception" to, in addition to those uses permitted in an R4 zone:

a) That a personal storage (self-storage) facility be permitted, in addition to those uses currently permitted in the R4 Zone.
b) That a 1.8m fence, in association with the proposed daycare facility be permitted to locate in a front yard.
c) That the total number of dwelling units be limited to 376 units or equivalent flow.

As required by the *Planning Act* notice was sent to all residents within 120m from the subject lands.

Analysis

An appeal of this decision was filed by Mark Brown to the Ontario Land Tribunal. The Ontario Land Tribunal has set a hearing date of Wednesday, February 22, 2023, at 10:00 a.m. setting aside one day for the hearing. The Legal Department will represent the City at the hearing.

Financial Implications

The appeal will be argued by in-house staff. As such the financial impact is nominal.

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 Solicitor dated January 30, 2023 concerning Zoning Appeal – 204 South Market Street be received as information.

Respectfully submitted,

Jeffrey King
Solicitor
705.759-2662
j.king3@cityssm.on.ca

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2023\Zoning Appeal 204 South Market Date of Hearing.docx

The Corporation of the
City of Sault Ste. Marie

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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jeffrey King, Solicitor
DEPARTMENT:	Legal Department
RE:	Zoning Appeal – 130 Wellington Street West

Purpose

The purpose of this report is to advise Council that the Ontario Land Tribunal has confirmed that the appeal by Mark Brown regarding this matter was withdrawn by email correspondence dated January 11, 2023.

Background

On September 20, 2022, City Council passed two By-laws: By-law 2022-173 to adopt Amendment No. 243 T-159 to the Official Plan for the City of Sault Ste. Marie; and City Council also passed By-law 2022-174 on September 20, 2022, to change the zone designation of 130 Wellington Street East from I.S (Institutional) zone with a “Special Exception” to C4.S (Commercial) zone with an amended (repeal and replace) “Special Exception” to, in addition to those uses permitted in a C4 zone:

a. Permit residential dwellings to be located on the ground floor.
b. Reduce the required parking for residential units from 1.25 spaces/unit to 1 space/unit.
c. Permit the following additional uses within the C4 Zone: Computer, precision and electronics manufacture and repair, Group Homes and Group Residences.
d. Reduce the required landscaping in the required front yard (Tancred) from 50% to 5% and to reduce the required landscaping in the required Exterior Side Yard (Wellington) from 50% to 20%, inclusive of the 6m required road widening along Wellington St. E.
e. Notwithstanding Section 6, permit the required 3 loading spaces to be located in a required front yard, occupy required parking spaces and not be visually screened from abutting and adjacent residential zones.
f. Limit the number of residential dwelling units and square area of non-residential uses to a limit where the peak sanitary flows generated from the site do note exceed 9.34 litres per second, calculated in accordance with the the Ministry of Environment, Conservation and Parks’ (MECP) design guidelines.

g. As part of the conditions of site plan approval, the owner shall include vibration warning clauses within any agreements of purchase and sale or tenant lease agreements for the proposed residential and non-residential units to the satisfaction of the Planning Director.
h. As part of the conditions of site plan approval, the owner shall construct noise mitigating measures to the satisfaction of the Planning Director.

The appeal filed is pursuant to Section 34(19) of the Planning Act and relates to By-law 2022-174.

Analysis
An appeal of this decision was filed by Mark Brown to the Ontario Land Tribunal. The City prepared a response to the Appeal. The Ontario Land Tribunal has advised that the appeal by Mark Brown was withdrawn by email correspondence dated January 11, 2023, and that there are no outstanding appeals in this matter. They have closed their file

Financial Implications
Actions taken to dismiss the appeal primarily occurred between the developer's lawyer and Mr. Brown. Staff time was impacted in preparing, and filing a response but had only minor impacts with respect to Staff time regarding the decision to withdraw.

Strategic Plan / Policy Impact / Climate 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 Solicitor dated January 30, 2023 concerning Zoning Appeal Update – 130 Wellington Street West be received as information.

Respectfully submitted,

Jeffrey King
Solicitor
705.759.2662
j.king3@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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jonathan Kircal, Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	Outdoor Merchandise Display on Downtown Sidewalks

Purpose

The purpose of this report is to recommend an amendment to the Streets By-law to permit retailers to display merchandise on downtown sidewalks without the need to enter into an encroachment agreement with the City.

Background

This proposal builds on multiple initiatives aimed at fostering a vibrant downtown, and encouraging more pedestrian activity along Queen Street and other commercial streets.

Analysis

Allowing outdoor merchandise displays along Queen Street and other commercial corridors in the downtown would allow businesses to recreate an ongoing “market” experience, similar to programmed events, such as Moonlight Magic. This will help foster more pedestrian activity, and allow businesses to expand their sales area (potentially creating more opportunities for revenue). In order to facilitate this initiative, staff recommend amending the Streets By-law to permit downtown retailers to occupy the abutting City sidewalk to display their merchandise without the need to enter into an encroachment agreement with the City.

This report proposes that businesses may only use the space in front of their buildings to place merchandise, and it must not obstruct pedestrian paths of travel or vehicular sightlines. Other regulations include:

- A business may only place merchandise sold by that business.
- The merchandise display must be entirely removed at the end of the business day.
- A 1.5m unobstructed pedestrian path of travel must be maintained on the sidewalk.
- Merchandise displays must not be placed on the sidewalk between October 15 and May 15.

The proposed regulations will expand the types of items that storefront businesses may place outside on City property without the need for a license of occupation. Businesses are already permitted to locate small street furnishings, which include planters, decorations, small seating arrangements, in front of their stores without a license of occupation.

This report and proposed regulations were circulated to the Downtown Association (DTA), Legal Division, Public Works, and the Accessibility Committee.

The DTA enquired as to whether the proposed regulations would restrict the ability for vendors to fully utilize Queen Street during special event street closures. For example, downtown shops that do not have a storefront on Queen Street typically locate their merchandise displays in parking bays and other areas during these events. The proposed regulations will not impact these special events. A roadway is not considered a street when it is closed and therefore the Streets By-law is not applicable.

The Accessibility Advisory Committee noted that physical delineations, such as sidewalk edges and building faces, serve as markers for those who are visually impaired and depend on a cane to identify their surroundings and path of travel. On-street merchandise has the potential to obstruct these markings. Planning staff note that small street furnishings and sidewalk patios can also pose challenges. In consultation with the Accessory Advisory Committee, Planning staff will review patio, street furnishing, and merchandise regulations and guidelines from an accessibility perspective to address these concerns. Further, the accessibility coordinator is available to meet with the DTA and business owners to find solutions to make the streetscape as accessible as possible. The design elements as part of the Queen Street reconstruction project can be explored to identify opportunities to incorporate accessibility related features and reduce barriers.

Financial Implications
Approval of this amendment will not result in incremental changes to municipal finances.

Strategic Plan / Policy Impact / Climate Impact
Approval of the recommendations found in this report are consistent with the Service Delivery, Quality of Life, and Community Development focus areas of the City’s Corporate Strategic Plan.

Fostering a vibrant downtown that encourages more pedestrian activity may reduce greenhouse gas emissions.

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

The relevant By-law 2023-14 that is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Jonathan Kircal
Planner
705.759.6227
j.kircal@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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Diane Morrell, Accessibility Coordinator
DEPARTMENT:	Community Development and Enterprise Services
RE:	Purchase of Accessible Pool Lift – John Rhodes Community Centre

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Purpose

This report is seeking Council's approval to purchase a new a pool lift with existing funds from the Barrier Removal Reserves.

Background

On November 9th, 2022, the Accessibility Advisory Committee (AAC) approved the following Motion:

'Motion to approve the purchase of a replacement lift for the pool as the current lift is failing often, at a cost of $15,355.99 for the same model of lift as current.'

Analysis

The current pool lift is 15 years old and requires frequent repair. Replacement is recommended to continue providing a safe experience for persons who require the lift to access the pool.

Two quotes were obtained and both were competitively priced. Healthgear Medicalmart was chosen as the successful vendor. This company is located in Sault Ste. Marie with local staff available to provide preventive and emergency maintenance as required.

The original quote (September 27, 2022) of $15,355.99, approved by the Committee has since expired. A revised quote has been submitted for $16,740 after non-rebateable HST. This quote includes installation costs, which may not be fully utilized. Given this, the nominal increase and the availability of funds, staff is of the opinion that a new motion from the Accessibility Committee is not required and it is recommended that Council proceed with the revised quote.

Financial Implications
As of December 31, 2022 there is $51,995 of uncommitted funds in the Barrier Removal Reserve fund. Therefore, sufficient funds exist for the purchase of the pool lift.

Strategic Plan / Policy Impact / Climate Impact
The topic of this report is linked to the Strategic Direction, 'Quality of Life' from Sault Ste. Marie, Strategic Plan. This equipment provides a safe and equitable experience for persons with various abilities to access the pool at the John Rhodes Community Centre.

This purchase also aligns with the Accessibility for Ontarians with Disabilities Act, 2005 ("AODA") and the Corporations Accessibility Policy respecting the four core principals of:

- Dignity
- Independence
- Integration
- Equality of Opportunity

There is no climate change impact associated with this request.

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

Resolved that the report of the Accessibility Coordinator dated January 30, 2023 be received and that Council approve spending $16,740 from the Barrier Removal Reserves for the purchase of the Accessible Pool Lift for the John Rhodes Community Centre.

Respectfully submitted,

Diane Morrell
Accessibility Coordinator
705.541.7310
d.morrell@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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Director of Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Rosedale Park Revitalization Update

PURPOSE

The purpose of this report is to provide a progress update to Council on the revitalization efforts at Rosedale Park and approve the request for in-kind services.

BACKGROUND

Council adopted the Parks and Recreation Master Plan in 2019 and a multi-year revitalization plan in 2020.

The Rosedale Park revitalization project has had overwhelming community support to enhance playground equipment and/or site amenities. The Kiwanis Club of Lakeshore Foundation made two donations for Rosedale Park playground equipment in 2021 and Childcare Algoma and the Kiwanis Club of Sault Ste. Marie made a donation in 2022.

To date there has been $215,500 in donations made to the project as follows:

Organization	Amount
Kiwanis Club of Lakeshore (two donations)	$80,000
Childcare Algoma	$50,000
Kiwanis Club of Sault Ste. Marie	$10,000
Kiwanis Club Lakeshore Foundation - August 8, 2022	$75,500
Subtotal	**$215,500**

The project aligns well with a number of the organizations values as noted here:

- Accessible and affordable childcare programs.
- Development and implementation of program/service enhancement to meet the growing needs within the Algoma District
- Programs, services, resources and funding to meet the needs of our community and industry.

At a Council meeting dated August 8, 2022 the following resolution was passed.

> Resolved that the report of the Director of Community Services dated August 8, 2022 concerning Additional Donation in Support of Rosedale Park – Kiwanis Club of Lakeshore Foundation be received and that staff be authorized to issue a tender to allocate phase two funding in fall 2022 or early 2023.
>
> The relevant By-law 2022-139 supporting donation agreements is listed under Agenda item 12 and will be read with all by-laws under that item.

ANALYSIS

A ground-breaking ceremony for phase one (1) construction took place on August 11, 2022 (Appendix A) which included a very well attended community barbeque sponsored by the three Kiwanis Clubs in Sault Ste. Marie.

Staff would like to advise Council that phase one (1) of the revitalization efforts at Rosedale Park is nearing completion. Pictures of the progress can be found in Appendix B attached. This project could not have taken place without the generous support of both Kiwanis Clubs and local community partners.

The working group continues to meet to provide oversight and plan for phase two (2) for the park. A tender is anticipated to be released in late winter or early spring of this year to complete the Rosedale project. In order to complete the project staff our requesting in-kind services from Parks staff for installation of a thirty-three (33) foot zip line.

Community contributions have been instrumental in allowing the City to revitalize two (2) of the prioritized Parks that were identified on the revitalization timeline (Appendix C) approved by Council in 2020.

Staff has submitted another capital request for Park funding as part of the 2023 Budget which is imperative to continue park redevelopment.

FINANCIAL IMPLICATIONS

In kind service amounting to $10,000 from Public Works Parks area are being requested for installation.

Staff currently inspect and repair the existing play structures at that site.

Strategic Plan / Policy Impact / Climate Impact

This project supports the focus areas of maintaining existing infrastructure and improves Quality of Life.

It also demonstrates fiscal responsibility in managing municipal finances in a responsible and prudent manner. In addition, it is in alignment with developing key partnerships with stakeholders.

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

Resolved that the report of the Director of Community Services dated January 30, 2023 concerning the Rosedale Park Revitalization Update be received and that in kind installation costs amounting to $10,000 be approved.

Respectfully submitted,

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

SOOTODAY.com

Partners break ground on Rosedale Park revitalization



James Hopkin
Aug 11, 2022 4:35 PM





1 / 6 Members of local Kiwanis clubs were joined by community partners and Sault Ste. Marie Mayor Christian Provenzano to break ground on the Rosedale Park Revitalization Project at Rosedale Park Thursday. | James Hopkin/SooToday

Listen to this article
00:01:30

Ground has officially been broken on what's being described as a multi-faceted project that will provide year-round play opportunities for all ages.

The Rosedale Park Revitalization Project will see new playground equipment, trees and benches established throughout Rosedale Park, with a new pathway to connect the park to the parking lot.

“Our ability to do this is a demonstration of kindness, a demonstration of our community showing kindness to itself and providing for our children and our future,” said Sault Ste. Marie Mayor Christian Provenzano during Thursday's groundbreaking ceremony. “I want to thank everybody who came together to make that happen.

“This will be a tremendous park, and it will serve this community in really important ways for years to come.”

A total of $215,500 in local contributions has been raised for the project through a number of partners.

“With this all-inclusive playground, we are making a difference in the health and growth of the children and families by providing them with a safe place to play,” said Kiwanis Club of Lakeshore President Jack Davidson.

Jim St. Jules, president of Kiwanis Club of Sault Ste. Marie said “it is a special day for us. We’re looking forward to having this park evolve and grow into a better park, and it’s going to be great for our communities,”

“I want to thank the partners and our members that came forward with donations — any size was acceptable, we appreciate every little donation that we got,” added Jim St. Jules, president of Kiwanis Club of Sault Ste. Marie.

Related Local Links

Corporation of the City of Sault Ste. Marie
Details >

Kiwanis Club of Lakeshore
Details >

Kiwanis Club of Sault Ste. Marie
Details >

Trending

35467



Winter storm could bring up to 40 cm of snow by Saturday

Appendix B - Rosedale Park Progress Photos











Appendix C

City of Sault Ste. Marie

Neighborhood Parks Revitalization Timeline

Year	Park
2020	Anna Marinelli
2021	Rosedale Park Parkland Park Downey Park
2022	Wilcox Park Westwood Park Manitou Park
2023	David Kyle Park Mike Zuke Park Ruth Street Park
2024	Esposito Park Laurentian Park Sutton Park
2025	Sussex Park John Street Park Boston Park

The Corporation of the
City of Sault Ste. Marie

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

January 30, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Emily Cormier, Sustainability Coordinator
DEPARTMENT:	Community Development and Enterprise Services
RE:	City of Sault Ste. Marie Corporate Greenhouse Gas Emissions Inventory Update: 2022

Purpose

This report is intended to respond to Council's resolution from November 15, 2021 committing to the United Nation's Cities Race to Zero Campaign pledge, and provides an update on corporate greenhouse gas (GHG) emissions for the year 2022. It also highlights progress on corporate GHG reduction, and key strategic efforts that are anticipated to further climate mitigation efforts in the corporation planned for 2023.

Background

The November 2021 resolution passed by Council stated:

> *Resolved that the report of the Sustainability Coordinator dated November 15, 2021 concerning Race to Zero be received and that Council declare support by submitting the pledge for the Cities Race to Zero program as part of the United Nation's Cities Race to Zero campaign and amplify its efforts in building the momentum of the Race to Zero campaign by publicizing their involvement and encouraging more Canadian cities to join in this effort;*
>
> *Further that City Council reiterate its position to reach net zero- by 2050 or sooner and commit to endorsing actions that are in line with global efforts to limit warming to 1.5° Celsius;*
>
> *Further that Council commit to plan at least one inclusive and equitable climate action as listed in the Cities Race to Zero campaign pledge that will help to place Sault Ste. Marie on a resilient pathway, consistent with the 1.5° Celsius objective of the Paris agreement and begin implementation no later than 2022;*

> *Further that staff be directed to report on progress of this initiative annually, beginning no later than the third quarter of 2022 to the Environmental Sustainability Committee.*

In June 2019, the City of Sault Ste. Marie (the City) began working on developing a community level GHG emissions inventory under the FutureSSM project. The GHG emissions inventory was critical for the City to understand current GHG emission levels and set reduction targets. The methodology for conducting the City's Corporate GHG emissions inventory in 2019 and 2022 utilized the *Partners for Climate Protection (PCP) Protocol: Canadian Supplement to the International Emissions Analysis Protocol.*

To be considered in compliance with the PCP protocol, municipal corporate GHG inventories must include emissions from the following four activity sectors: Buildings and facilities; Fleet Vehicles; Streetlights and Traffic Signals; Water and Wastewater; and Solid Waste.[1]

There are over 400 participating municipalities across Canada involved in the PCP program, which includes the completion of a 5-milestone framework. The program is intended to guide municipalities towards the development of a Climate Action Plan. The 5-milestones include:

1. Creating a baseline emissions inventory and forecast;
2. Setting emissions reduction target;
3. Developing a local action plan;
4. Implementing the local action plan, and
5. Monitoring progress and reporting results.

In January 2020, the City successfully completed Milestone 1, the creation of a baseline emissions inventory and forecast. On December 14, 2020, Council unanimously approved the Sault Ste. Mare GHG Reduction Plan and adopted a 10% corporate and 5% community emission reduction target by 2030, and net zero reduction by 2050 which accomplished Milestones 2 and 3. An updated inventory was required to fulfill the aforementioned resolution and also monitor progress as part of Milestones 4 and 5 of the PCP program.

Analysis

In 2022, the City produced approximately 11,363.55 tonnes of carbon dioxide equivalent (tCO_2e) and cost the City approximately $7,960,092.30 in energy and fuel costs.

Table 1 Sault Ste. Marie Corporate Emissions (tCO_2e) 2017 to 2022

[1] Solid waste emissions are not included as they are part of the community emissions inventory and will be reported on every five years. The next community inventory update will occur in 2023 for 2022 data.

Sector	2017	2018	2019	2020	2021	2022	% Δ 2017 to 2022
Buildings	3,300.95	3,590.46	3,946.41	3,297.51	4,063.10	4,024.01	23%
Fleet and Equipment	5,909.40	7,219.09	6,164.41	5,467.52	5,412.78	6,034.64	2%
Outdoor lighting	48.00	75.04	85.25	87.12	71.73	71.49	49%
Water and Sewage	1,080.00	1,450.18	1,569.19	1,281.39	1,231.02	1,194.32	11%
TOTAL	10,338.35	12,334.77	11,765.26	10,013.04	10,078.13	11,363.55	10%

In 2022, emissions from fleet and equipment were the highest corporate emitter, followed by buildings, which is the same as the 2017 baseline. To understand emissions reduction efforts and trends, five (5) corporate emission inventories for the years 2018, 2019, 2020, 2021 and 2022 were created and compared to the baseline inventory in 2017 (see the attached Methodology Report for more details). Emissions trends indicate a steady increase of emissions up to 2018 and then a visible decline during the COVID-19 lockdown years of 2020 and 2021 with an increase again due to more normal operations in 2022.

The 2022 corporate GHG inventory update indicates that emissions have increased 10% from 2017 to 2022 or an average of 2% increase per year from the 2017 (baseline) to 2022. In 2019, the City began tracking emissions reduction potential from corporate energy efficiency retrofit projects. A total of 41 projects were initiated and nine (9) building energy efficiency retrofits were completed from 2019 to 2022. Completed retrofits are only estimated to have reduced emissions by 38.28 tCO_2e or 0.09% per year from 2019 to 2022, which falls short from the 1% reduction target per year for 10% corporate emissions reduction by 2020. As well, heating and cooling degree day analysis indicates that Sault Ste. Marie winters are getting milder and shorter and summers are getting longer and hotter, as a result of climate change, which will impact energy consumption and use. It must also be noted that from 2017 to 2021, the Ontario electrical grid has become more carbon intensive due to an increase in natural gas electricity generation. This is forecast to continue to increase and will impact the 2023 emissions inventory[2].

A more aggressive corporate financial commitment and effort from all departments will be required to meet net zero emissions by 2050. To further corporate efforts on emissions reduction, starting in 2023, a bi-annual corporate energy and emissions meeting will be held with City Directors and key facility management staff to help prioritize and track projects.

[2] A.Gross, ICLEI, personal communication, July 29, 2022. The electricity emission factor has increased in Ontario from 17 gC02e/kWh in 2017 to 25 gC02e/kWh in 2020 due to the increase in natural gas use since some of the nuclear reactors have been down for refurbishment. The IESO also projects a continued rise in the emission factor due to increased reliance on natural gas for electricity generation. Also the 2021 emission factors have not been published yet - so the PCP Tool is pulling from the closest year available which is 2020. There is a 2-year lag in the publishing of emission factors for the Canada National Inventory Report.

In addition, effective January 30, 2023, the Council Report template has been amended to include a section to address climate impact for relevant reports. The report template section related to “STRATEGIC PLAN / POLICY IMPACT” has been revised to include Climate impact as “STRATEGIC PLAN / POLICY IMPACT / CLIMATE IMPACT”. Any draft reports in the queue will not include the new wording, but new reports will. The use of this new process will be monitored over the year (2023) to ensure it is being utilized as well as gathering feedback on how to improve its effectiveness.

In addition, in 2022 the City applied to the FCM Green Municipal Fund (GMF) GHG Reduction Pathway Feasibility Study program for funding to complete deep energy retrofit (DER) audits on the City’s top six (6) GHG emitting facilities to identify projects that will integrate energy and GHG reductions into their longer-term plans for managing community buildings and achieving net-zero emissions by 2050. If successful in acquiring funding, the DER audits will help determine the level of effort, resources and technologies required to bring project facilities to a low carbon and energy use performance, based on three scenarios; including: a) 50% reduction within 10 years, b) 80% reductions within 20 years; and, c) net zero carbon by 2050, as compared to the 2017 emissions baseline.

To meet its net zero target, the City needs a roadmap so that it can double down on its efforts to reduce its impact on climate change. The DER audits will provide the City with the information required to plan a portfolio-wide approach for energy efficiency and help with planning for future capital projects, including grant applications.

Financial Implications
There are no financial implications with this report.

Strategic Plan / Policy Impact / Climate Impact
The 2022 corporate emissions inventory update 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

As well, the Environmental Sustainability Committee, a committee of Council has as an objective to oversee the implementation of the GHG reduction plan. Furthermore, these efforts align with the implementation of the Sault Ste. Marie Community GHG Reduction plan: 2020 – 2030 which will result in climate mitigation.

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

Resolved that the report of the Sustainability Coordinator dated January 30, 2023 concerning Corporate Greenhouse Gas Emissions Inventory Update 2022 be received as information.

Respectfully submitted,

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City of Sault Ste. Marie Corporate 2022 Greenhouse Gas (GHG) Emissions Inventory Update

Prepared by: Community Development & Tourism

Presented to: City of Sault Ste. Marie Council Meeting: January 30, 2023

Presented by: Emily Cormier, Sustainability Coordinator

Background

- ✓ **February 2019:** City received funding from the Federation of Canadian Municipalities (FCM) Municipal Climate Innovation Program (MCIP) to increase capacity to reduce community GHG emissions.
- ✓ **September 2019:** City joins Partners for Climate Protection (PCP) Program
- ✓ **February 2020:** City creates baseline emissions inventory
- ✓ **December 2020:** City unanimously approves Sault Ste. Mare GHG Reduction Plan and adopts 10% corporate and 5% community reduction by 2030, and net zero reduction by 2050
- ✓ **November 2021:** City signs United Nations Cities Race to Zero Pledge and commits to reporting on corporate emissions on an annual basis

2022 GHG Inventory Update Purpose

- ✓Provide update City Council on City of Sault Ste. Marie Corporate greenhouse (GHG) emissions reduction progress

- ✓Submit efforts to the United Nations Cities Race to Zero Pledge through the Partners for Climate Protection Program (per Council Resolution November 2021)

Inventory Methodology

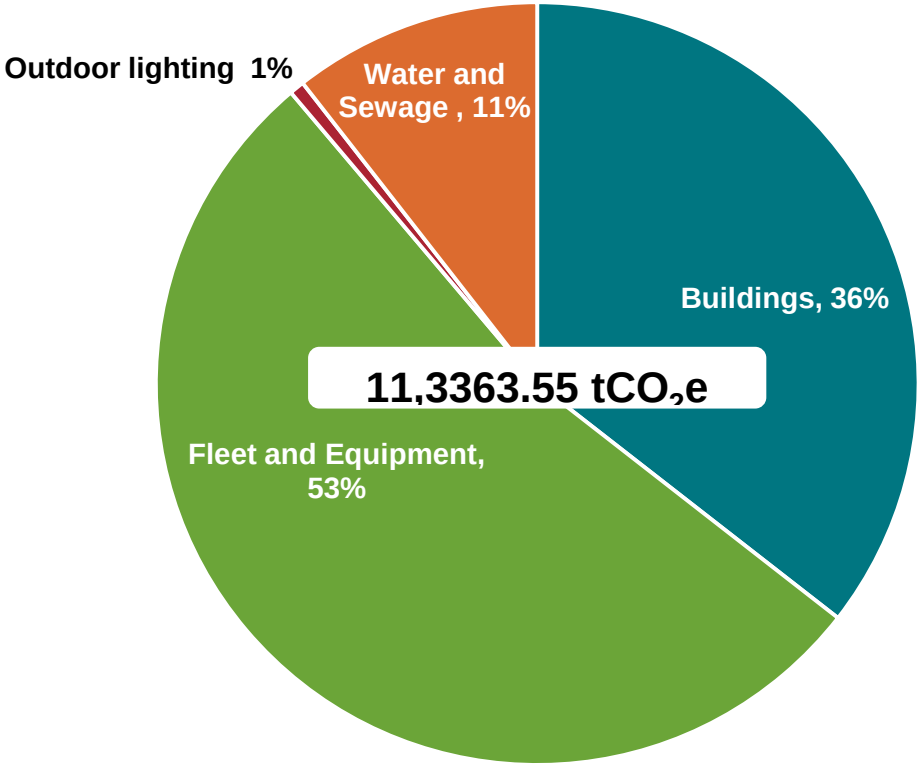
Program: Partners for Climate Protection (PCP) Program (400+ participating municipalities across Canada). Includes a 5 milestone framework with the goal of implementing a climate action plan.

1. Creating a baseline emissions inventory and forecast;
2. Setting emission reduction targets;
3. Developing a local action plan;
4. Implementing the local action plan, and
5. Monitoring progress and reporting results*.

Methodology Protocol: PCP Protocol Canadian Supplement to the International Emissions Analysis Protocol

*ICLEI – Local Governments for Sustainability and the Federation of Canadian Municipalities (FCM). (2021). PCP Protocol: Canadian Supplement to the International Emissions Analysis Protocol. Retrieved from: https://assets-global.website-files.com/6022ab403a6b2126c03ebf95/60e7367b103b1954f90e9f62_PCP-Protocol-Canada-Supplement-2021.pdf

2022 Corporate GHG Emissions



The City 2017 inventory baseline and 2022 update express GHG production as the number of tonnes of carbon dioxide equivalent (tCO_2e) produced by energy use (electricity and natural gas) and transportation (gasoline and diesel). tCO_2e is a commonly used measure that expresses GHG as an equivalent amount of carbon dioxide

11,363.55 tCO_2e is equivalent to CO_2 emissions from

11,580 passenger vehicles

OR

16,102,637 litres of gasoline consumed

OR

504 tanker trucks' worth of gasoline

8,852 homes' energy use for one year

OR

25,274 homes' electricity use for one year

OR

85,402 barrels of oil consumed

OR

1,574,961 propane cylinders used for home BBQs

Source: Natural Resources Canada. (2022). *Greenhouse Gas Equivalencies Calculator. Retrieved from:* https://oee.nrcan.gc.ca/corporate/statistics/neud/dpa/calculator/ghg-calculator.cfm#results

Key Emission Update Insights

- Emissions from **fleet and equipment** are the **highest** corporate emitter, followed by **buildings** (same as the 2017 baseline)
- Emissions trends indicate a steady increase of emissions up to 2018 and then declined slightly in 2019, followed by a visible decline during the COVID-19 lockdown years (2020 and 2021) and are back up in 2022
- This inventory update compared emissions in 2022 to the 2017 baseline, and show that emissions have increased **10%**
- From 2017 to 2022 corporate **tCO_2e increased** approximately **10%**
    - Building emissions increased by approximately 23% (led mainly by increased natural gas consumption (increased 16%), partially due to the addition of / expansion of corporate assets (e.g. the Plaza and Twin Pad Expansion (consumption almost doubled since baseline) and electricity is getting more carbon intensive due to increased natural gas generation which has also impacted emission factors
    - Fleet and Equipment emissions increased 2% from 2017 to 2022
    - Outdoor Lighting emissions increased 49% from 2017 to 2022 despite energy efficiency reduction efforts and decrease in consumption because electricity has become more carbon intensive in Ontario
    - Water and Sewage emissions increased 11% between 2017 to 2022

Key GHG Reduction Efforts

41 corporate tracked energy efficiency retrofit projects completed and/or initiated from 2019 to 2022

- When all projects are completed, they will have resulted in **$107,390.95** in **energy rebates / incentives**
- When all projects are completed, they will have resulted in an estimated **$143,333.55** in **annual energy savings**
- When all tracked energy efficiency projects are completed, they will have resulted in **98.98** tCO_2e reduction (or approximately **1%,** based on 2017 corporate baseline).
- Completed retrofits (9 that were tracked) up to 2022 have reduced emissions by 38.28 $tC0_2e$, which equate to approximately **0.09% reduction** per year from 2019 to 2022 (target is **1%** per year)

2022 Inventory Update Summary

- Estimated emissions reduction from corporate energy efficiency retrofits show that the City is **not on track** to meeting its corporate GHG emissions reduction target of **10% by 2030**

- From 2017 to 2021, heating and cooling degree day analysis clearly indicates that Sault Ste. Marie winters are getting milder and shorter, and summers are getting longer and hotter, as a result of climate change

- From 2017 to 2021, the Ontario electrical grid has become **more carbon intensive** due to an increase in natural gas electricity generation. This is forecast to continue to increase and will impact future emission inventories*

*A.Gross, ICLEI, personal communication, July 29, 2022.

Next Steps

- Starting in 2023, a bi-annual corporate energy and sustainability meeting will be taking place with Department heads and key facility management staff to help prioritize and track emissions reduction projects

- Effective January 30, 2023, the Council Report template has been amended to include a section to address climate impact for relevant reports.

    - “STRATEGIC PLAN / POLICY IMPACT” has been revised to include Climate impact as “STRATEGIC PLAN / POLICY IMPACT / **CLIMATE IMPACT**”

    - This new process will be monitored in 2023 to ensure it is being utilized as well as gathering feedback on how to improve its effectiveness.

- A more **united** and **aggressive** corporate **financial commitment** and effort from **all departments and Council** will be required to meeting corporate emission reduction targets
- Waiting on approval of FCM Green Municipal Fund (GMF) GHG Reduction Pathway Feasibility Study program which would provide funding to complete deep energy retrofit (DER) audits on the City’s top six (6) GHG emitting facilities

Thank You. Questions?

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City of Sault Ste. Marie Corporate Greenhouse Gas Emissions Inventory Update: 2022

Prepared by: Tourism and Community Development

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List of Acronyms

Δ – Delta (change)

CAC - Community Adjustment Committee

CDD – Cooling Degree Days

FCM – Federation of Canadian Municipalities

GHG – Greenhouse Gas

HDD – Heating Degree Days

ICLEI – Local Governments for Sustainability (ICLEI Canada)

PCP – Partners for Climate Protection

ROI – Return on Investment

tCO_2e - tonnes of carbon dioxide equivalent

UN – United Nations

Executive Summary

Accurate and reliable greenhouse gas (GHG) measurement provides local government with the necessary baseline information to monitor emissions reduction performance over time. In 2019, the City of Sault Ste. Marie (the City) joined the Federation of Canadian Municipalities (FCM) Partners for Climate Protection (PCP) program to help them develop and monitor their GHG emissions. A baseline emissions inventory was created based on 2017 data. On December 14, 2020, City Council endorsed the *Sault Ste. Marie Community GHG Reduction Plan: 2020 – 2030,* which targets a 10% corporate and 5% community reduction of emissions by 2030, with net zero emissions by 2050. In 2021, City Council further solidified their reduction commitment by signing the United Nations (UN) Cities Race to Zero pledge which requires them to report on their corporate GHG emissions on an annual basis. This report completes the UN Cities Race to Zero requirement with an update to the corporate GHG emissions inventory for the year 2022. Emissions in tonnes of carbon dioxide equivalent (tCO_2e) for 2022 are highlighted below.

Table 1: City of Sault Ste. Marie 2022 Corporate GHG Emissions

Sector	Emissions (tCO_2e)	% of Emissions	Scope of Data
Buildings	4,063.10	36%	Natural gas and electricity
Fleet and Equipment	6,034.64	53%	Gasoline and diesel
Outdoor lighting	71.49	1%	Electricity
Water and Sewage	1,194.32	11%	Electricity and natural gas
Total Emissions	**11,363.55**	**100%**	

Emissions from fleet and equipment are the highest corporate emitter, followed by buildings, which is the same as the 2017 baseline. To understand emissions reduction efforts and trends, the author of this report prepared five (5) corporate emission inventories for the years 2018, 2019, 2020, 2021 and 2022, and conducted a review of emissions over each inventory year in comparison to the baseline inventory in 2017. Emissions trends indicate a steady increase of emissions up to 2018 and then a visible decline during the COVID-19 lockdown years of 2020 and 2021 with an increase again due to more normal operations in 2022.

The 2022 corporate GHG inventory update indicates that emissions have increased 10% from 2017 to 2022 or an average of 2% increase per year from the 2017 (baseline) to 2022. In 2019, the City began tracking emissions reduction potential from corporate energy efficiency retrofits. Records indicate that even though nine (9) building energy efficiency retrofits were completed from 2019 to 2022, they are only estimated to have reduced emissions by 38.28 tCO_2e or 0.09% per year from 2019 to 2022, which falls short from the 1% reduction target per year for 10% corporate emissions reduction by 2020. As well, heating and cooling degree day analysis indicates that Sault Ste. Marie winters are getting milder and shorter and summers are getting longer and hotter, as a result of climate change, which will impact energy consumption and use. It must also be noted that from 2017 to 2021, the Ontario electrical grid has become more carbon intensive due to an increase in natural gas electricity generation. This is forecast to continue to increase and will impact future emissions inventory updates.

A lack of project prioritization and financial commitment to energy efficient retrofits and emission reduction projects has resulted in City not being on track to meeting its corporate GHG emissions reduction target of 10% by 2030. A more aggressive corporate financial commitment and effort from all departments will be required to meet the 2030, and also 2050 net zero emissions reduction target.

1. Background

In February of 2019, the City received funding from the FCM Municipal Climate Innovation Program (MCIP) to increase capacity to reduce community GHG emissions. The funding aligns with the community development pillar of Environmental Sustainability, which was identified as one of four strategic priorities in the Community Adjustment Committee (CAC) report *A Common Cause and New Direction for Sault Ste. Marie* (Community Adjustment Committee, 2017). FutureSSM was tasked with implementing and building on recommendations in the CAC report, including creating the City's first community GHG emissions inventory to help plan and implement municipal climate change priorities.

To support municipalities in creating GHG emissions inventories, the FCM and ICLEI – Local Governments for Sustainability (ICLEI Canada) created the Partners for Climate Protection (PCP) Program to provide a forum for municipal governments on how to reduce GHG emissions. Participation in the program includes the completion of a 5-milestone framework which is intended to guide the municipality towards the development of a Climate Action Plan. The program is free to join and allows member cities to gain access to tools, resources, a community of practice and an online tool that assists in the development of GHG emissions inventories.

In September 2019, City Council passed a resolution to join the Partners for Climate Protection (PCP) Program. In doing so, the City committed to joining over 400 municipalities across Canada in working to reduce community GHG emissions. The PCP is a five milestone framework which includes:

1. Creating a baseline emissions inventory and forecast
2. Setting emissions reduction targets
3. Developing a local action plan
4. Implementing the local action plan, and
5. Monitoring progress and reporting results

The City 2017 inventory baseline and 2022 update express GHG production as the number of tonnes of carbon dioxide equivalent (tCO_2e) produced by energy use (electricity and natural gas) and transportation (gasoline and diesel). tCO_2e is a commonly used measure that expresses all GHG as an equivalent amount of carbon dioxide. The following section of this report outlines the data collection and analysis process of the emission sources.

2. Methodology

The methodology for conducting the City's Corporate GHG emissions data update utilized the *Partners for Climate Protection (PCP) Protocol: Canadian Supplement to the International Emissions Analysis Protocol.* This same methodology was used for the baseline corporate inventory which was completed for 2017 data. To be considered in compliance with the PCP protocol, municipal corporate GHG inventories must include emissions from the following four activity sectors:

1. Buildings and facilities;
2. Fleet Vehicles;
3. Streetlights and Traffic Signals;
4. Water and Wastewater;
5. Waste[1]

[1] Solid waste emissions are not included as they are part of the community emissions inventory and will be reported on every five years. The next community inventory update will occur in 2023 for 2022 data.

The following section of this report will document the data collection and analytics process, accounting methodology and analysis to facilitate the replication of the corporate inventory update in the future to measure results on corporate GHG reduction efforts. The data for this report was obtained through a variety of different channels including utility consumption metrics and the City's finance department. Data types include electricity, natural gas, and mileage, gasoline and diesel costs by each City department. It is important to note that due to challenges inherent in collecting department activity data, specifically for fleet vehicles it was necessary to estimate emissions based on the cost of fuel in that year. The following section of this report will outline and explain any carbon accounting adjustments undertaken as part of the corporate GHG inventory update for 2022.

2022 GHG Accounting Adjustments and Considerations

Buildings and Energy

From 2017 to 2021 six (6) City buildings, including: Jessie Irving Daycare, Maycourt Daycare, Senior Citizens Centre (Wellington), Library Churchill, Ontario Works and Social Housing, were either sold or closed, as well as one (1) asset: the landfill scale house, was removed from utility / consumption reporting. These assets were omitted from the 2017 inventory baseline and all of the annual inventory updates (2018 to 2022) to not take the reduced consumption, costs and tCO_2e into corporate emissions reduction consideration. In addition, since 2017, additional assets have been added to the City's building portfolio including two for the Plaza (both consume electricity and natural gas), an addition at the Northern Community Centre for the Twin Pad Arena, and an additional asset consuming electricity for the landfill gas methane blower.

Electricity

Electrical consumption data for all City assets (buildings, outdoor lighting and water and wastewater was obtained by the author of this report from the PUC (the City's electric utility) for the years 2019, 2020, 2021 and 2022. 2018 electricity consumption data was tracked by the City's former Environmental Coordinator and was accessed from an internal excel file. For the 2019 to 2022 data, the PUC provided a spreadsheet that broke down energy consumption and cost by City account by year. The electrical consumption data for all buildings at the City was then input into the PCP online tool to identify associated GHG emissions by building from 2018 to 2022. See Appendix A for more details.

Natural Gas

Natural gas consumption data for all City assets (buildings, water and wastewater) was obtained by the author of this report from Enbridge, by exporting consumption and invoice data from the City's *myenbridge* login portal for 2019 to 2022. 2018 natural gas consumption data was tracked by the City's former Environmental Coordinator and was accessed from an internal excel file. Natural gas consumption and cost by asset building was then input into the PCP online tool to identify associated GHG emissions from 2018 to 2022. See Appendix A for all building emissions from 2017 to 2022.

Fleet and Equipment

Corporate fleet emissions were calculated by City departments based on their total costs associated to the use of gasoline and diesel fuel. The average cost per litre of gasoline and diesel was calculated from the Ontario Government *Fuel Price Survey* for the years 2018 and 2021 (Government of Ontario, 2022). See table below for a breakdown of fuel averages from 2018 to 2021.

Table 2: Average Fuel Prices (Cents / Litre) in Ontario from 2017 to 2021

Fuel Type	2017	2018	2019	2020	2021
Gasoline	1.15	1.30	1.20	1.06	1.37
Diesel	1.13	1.30	1.30	1.09	1.34
Auto Propane	0.95	N/A	N/A	N/A	99.5

The average cost of fuel (gasoline and/or diesel by year) was then divided by the total amount of money spent on fuel by department to determine estimate fuel consumption figures. The amount spent by department was obtained by the author of this report from the City's Finance Department. The fuel consumption figures, both diesel and gasoline were then input into the online PCP tool to determine the GHGs by fuel type for each department by year. See Appendix B for more details on all fleet and equipment emissions from 2017 to 2021.

It is important to note that in 2021, EMS SM and EMS GR were no longer the responsibility of the City. As such these assets were omitted from the 2017 baseline and all of the annual inventory updates (2018 – 2021) to not take the reduced consumption, costs and tCO_2e into consideration.

This report was finalized in early January 2023 and final year end details for 2022 are still being processed. As such, the author of this report averaged the total emissions and costs from City fleet and equipment from 2017 to 2021 to determine an estimate figure for 2022. Once final numbers are received from 2022, the fleet and equipment section of this report will be amended.

Outdoor lighting

Energy consumption, cost and emissions were calculated for all City streetlights and traffic signal lighting, as well as all other outdoor public lighting such as park and recreational area lighting. 2018 electricity consumption data was tracked by the City's former Environmental Coordinator and was accessed from an internal excel file. Consumption data in kilowatt hours (kWh) as well as costs were provided to the author of this report by the PUC for the years 2019, 2020, 2021 and 2022. Total consumption for each streetlight and traffic signal, and all other outdoor lighting was then input into the online PCP inventory tool with the appropriate emissions coefficient to determine the GHG emissions per asset by year. See Appendix C for more details on all outdoor lighting emissions from 2017 to 2022. From 2017 to 2021, the Ontario electrical grid has become more carbon intensive due to an increase in natural gas electricity generation[2]. This is forecast to continue to increase and will impact future emission inventory updates.

Water and Wastewater

Emissions were calculated for all municipal water and wastewater infrastructure including lift, pumping stations, and treatment facilities from 2018 to 2022. 2018 natural gas and electricity consumption data was tracked by the City's former Environmental Coordinator and was accessed from an existing internal excel file. 2019 to 2022 electricity consumption data and costs were provided to the author of this report by the PUC. Natural gas consumption and invoice data was obtained by the author of this report from Enbridge, by exporting consumption data from the City's *myenbridge* login portal for 2019 to 2022. Consumption of each fuel type (electricity and natural

[2] A.Gross, ICLEI, personal communication, July 29, 2022. The electricity emission factor has increased in Ontario from 17 gC02e/kWh in 2017 to 25 gC02e/kWh in 2020 due to the increase in natural gas use since some of the nuclear reactors have been down for refurbishment. The IESO also projects a continued rise in the emission factor due to increased reliance on natural gas for electricity generation. Also the 2021 emission factors have not been published yet - so the PCP Tool is pulling from the closest year available which is 2020. There is a 2-year lag in the publishing of emission factors for the Canada National Inventory Report.

gas) by asset was input into the PCP inventory tool with the appropriate emissions coefficient to determine the GHG emissions for each year (2018 to 2022). See Appendix D for more details on all water and wastewater emissions from 2017 to 2022.

The following section of this report reviews the City's corporate emissions from 2017 to 2022.

3. 2022 Corporate GHG Emissions Inventory Update: Results

The City completed its first corporate GHG emissions inventory in 2007. It was updated in 2020 and established a new corporate baseline based on 2017 data. This section of the report contains high level overviews of the emissions, consumption and cost changes from 2017 to 2022. For a more thorough overview of the corporate emissions by sector, please refer to Appendices A to D of this report. The author of this report prepared five (5) corporate emission inventories for the years 2018, 2019, 2020, 2021 and 2022, and conducted a thorough analysis in comparison to the baseline inventory in 2017. All emissions information is included in the appendix section of this report. An average percentage change per year was determined by comparing 2022 and 2017 emissions and dividing the change by 6 as the update has occurred six years form the baseline. Corporate emission sources include municipal buildings, fleet and equipment, streetlights and energy used for water and wastewater. In 2022, the City produced approximately 11,363.55 tCO_2e and cost the City approximately $7,960.092.30 in energy and fuel costs.

Figure 1: Sault Ste. Marie Corporate Emissions 2017 to 2022

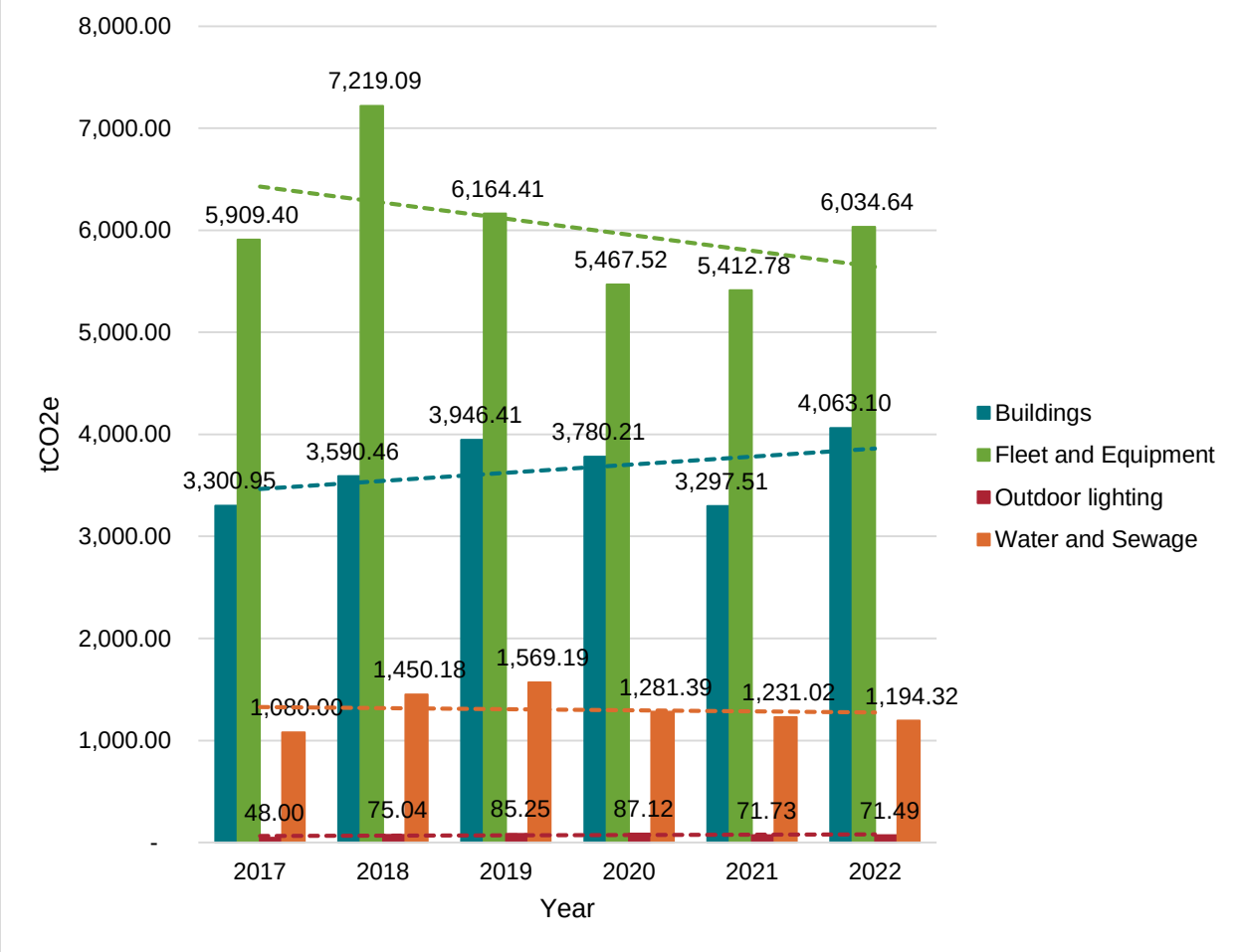


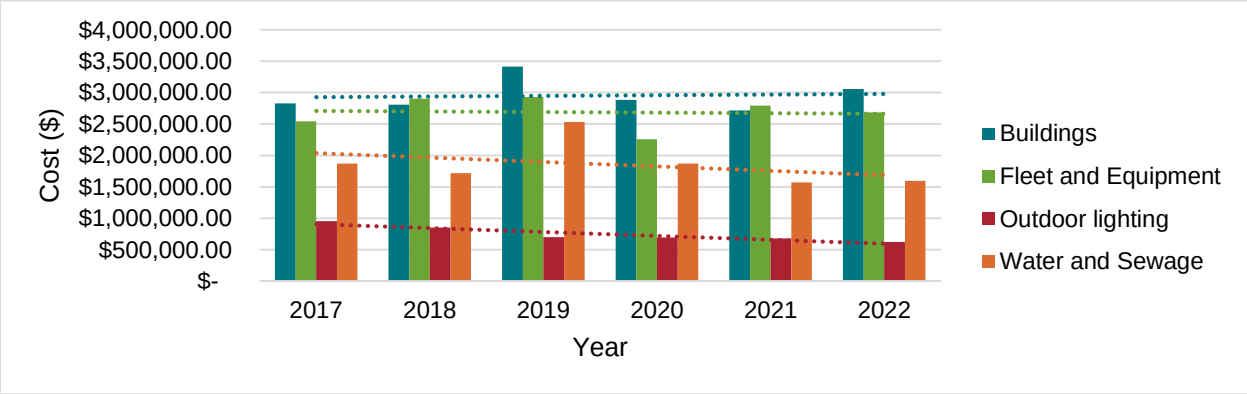
Table 3 Sault Ste. Marie Corporate Emissions ($tC0_2e$) 2017 to 2022

Sector	2017	2018	2019	2020	2021	2022	% Δ 2017 to 2022
Buildings	3,300.95	3,590.46	3,946.41	3,788.50	3,297.51	4,063.10	23%
Fleet and Equipment	5,909.40	7,219.09	6,164.41	5,467.52	5,412.78	6,034.64	2%
Outdoor lighting	48.00	75.04	85.25	87.12	71.73	71.49	49%
Water and Sewage	1,080.00	1,450.18	1,569.19	1,281.39	1,231.02	1,194.32	11%
TOTAL	10,338.35	12,334.77	11,765.26	10,624.53	10,078.13	11,363.55	10%

In 2022, emissions from fleet and equipment are the highest corporate emitter, followed by buildings, which is the same as the 2017 baseline. Based on the analysis of emissions from 6 years, 2017 to 2022, total corporate emissions, peaked in 2018 and started decreasing from 2019 to 2021. Specially we see this trend for fleet and equipment; however, estimates indicate an increase in 2022. With that said, building emissions, outdoor lighting and water and sewage peaked in 2019 and then decreased again in 2020 and 2021, and mostly back up again in 2022.

The 2022 corporate GHG inventory update indicates that emissions increased 10% from the 2017 (baseline) to 2022. Records show that even though nine (9) building energy efficiency retrofits were completed from 2019 to 2022, they are only estimated to have reduced emissions by 38.98 tCO_2e or 0.09% per year from 2019 to 2022, which falls short from the 1% reduction target per year for 10% corporate emissions reduction by 2020. This will be elaborated on in Section 4 of this report. It must also be noted that emissions factors in Canada are updated annually, and electricity emission factors have increased from 2017 to 2021 due to more natural gas generation in the Province of Ontario, and are expected to continue to grow. This can be observed specifically with the emissions associated to outdoor lighting where you see a jump from 48 tCO_2e in 2017 to 71.49 tCO_2e in 2022. Despite efforts to reduce consumption through LED lighting retrofits, consumption continues to grow and emissions are also increasing due to the greater use of natural gas to generate electricity in the Province of Ontario[3]. The next section of this report will look at corporate energy costs.

Figure 2: Corporate Energy Costs 2017 to 2022



[3] Electricity emissions in ON have increased from 2017 to 2022 due to the use of more natural gas in generation

Table 4: Corporate Energy Costs 2017 to 2022

Sector	2017	2018	2019	2020	2021	2022	% Δ 2017 to 2022
Buildings	$2,826,579.70	$2,807,582.83	$3,414,143.58	$2,883,239.61	$2,716,117.81	$3,056,640.20	8%
Fleet and Equipment	$2,544,530.24	$2,902,004.09	$2,928,459.57	$2,255,731.35	$2,793,615.69	$2,684,868.19	-6%
Outdoor lighting	$952,585.03	$852,382.44	$699,784.75	$695,617.82	$679,179.33	$621,013.61	-35%
Water and Sewage	$1,872,426.04	$1,718,187.03	$2,534,100.44	$1,871,088.84	$1,571,485.33	$1,597,570.30	-15%
TOTAL	$8,196,121.01	$8,280,156.39	$9,576,488.34	$7,705,677.62	$7,760,398.16	$7,960,09.30	-3%

From 2017 to 2022, corporate energy costs decreased approximately 3% or an average per year by -0.5%. Costs peaked in 2019 at $9,576,488.34 and dropped in 2020 and increased again slightly in 2022. The City has prioritized energy LED lighting upgrades which are discussed in more detail in Section 4 of this report. These provide excellent return on investment (ROI) and there are many incentives available from the Province of Ontario to help subsidize project costs. The City should continue to prioritize LED lighting conversation wherever possible. It aligns with the implementation of both the GHG Reduction Plan and the City's Energy Conservation and Demand Management Plan. The next section of this report reviews changes in electricity consumption for the City from 2017 to 2022.

Figure 3: Electricity (kWh) Consumption 2017 to 2022

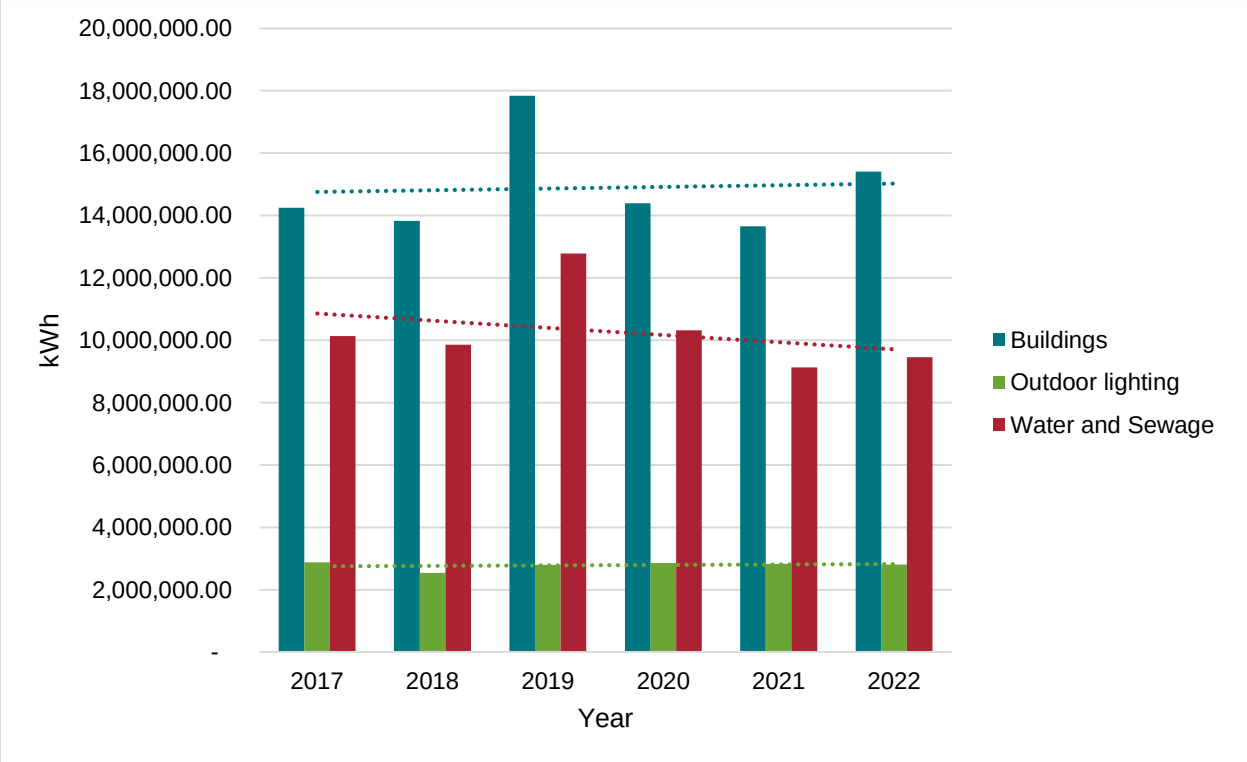


Table 5: Electricity (kWh) Consumption 2017 to 2022

Sector	2017	2018	2019	2020	2021	2022	% Δ 2017 to 2022
Buildings	14,244,841.84	13,823,996.00	17,836,026.59	14,389,791.53	13,650,020.67	15,404,215.06	8%
Outdoor lighting	2,882,048.26	2,540,033.06	2,797,276.43	2,860,169.05	2,826,766.66	2,803,118.27	-3%
Water and Sewage	10,135,280.06	9,853,926.42	12,785,304.24	10,314,567.26	9,123,702.81	9,459,279.76	-7%
TOTAL	27,262,170.16	26,217,955.48	33,418,607.26	27,564,527.84	25,600,490.14	27,666,613.09	1%

From 2017 to 2022, corporate electricity consumption, which is measured in kilowatt hours (kWh) increased by 1% or an average of 0.2% year. Consumption peaked in 2019 at 33,418,607.26 kWh and decreased in 2020 and 2021. The decrease is likely due to lockdowns in 2021 from the COVID-19 pandemic which would have reduced corporate energy consumption due to many staff working from home. Current data indicates consumption went up slightly again in 2022. The City has been prioritizing energy efficiency retrofits and should continue to do so to further reduce their consumption. It is however important to note that electricity emissions in Ontario are rising due to an increase in use of natural gas in generation. However, electricity is still a less carbon intensive fuel than natural gas and electrification should continue to be a corporate priority. Electricity consumption reduction should continue to be prioritized per the City's GHG Reduction and Energy Conservation Demand Management Plan. The next section of this report will review changes in natural gas consumption for the City from 2017 to 2022

Figure 4: Natural Gas (m^3) Consumption 2017 to 2022

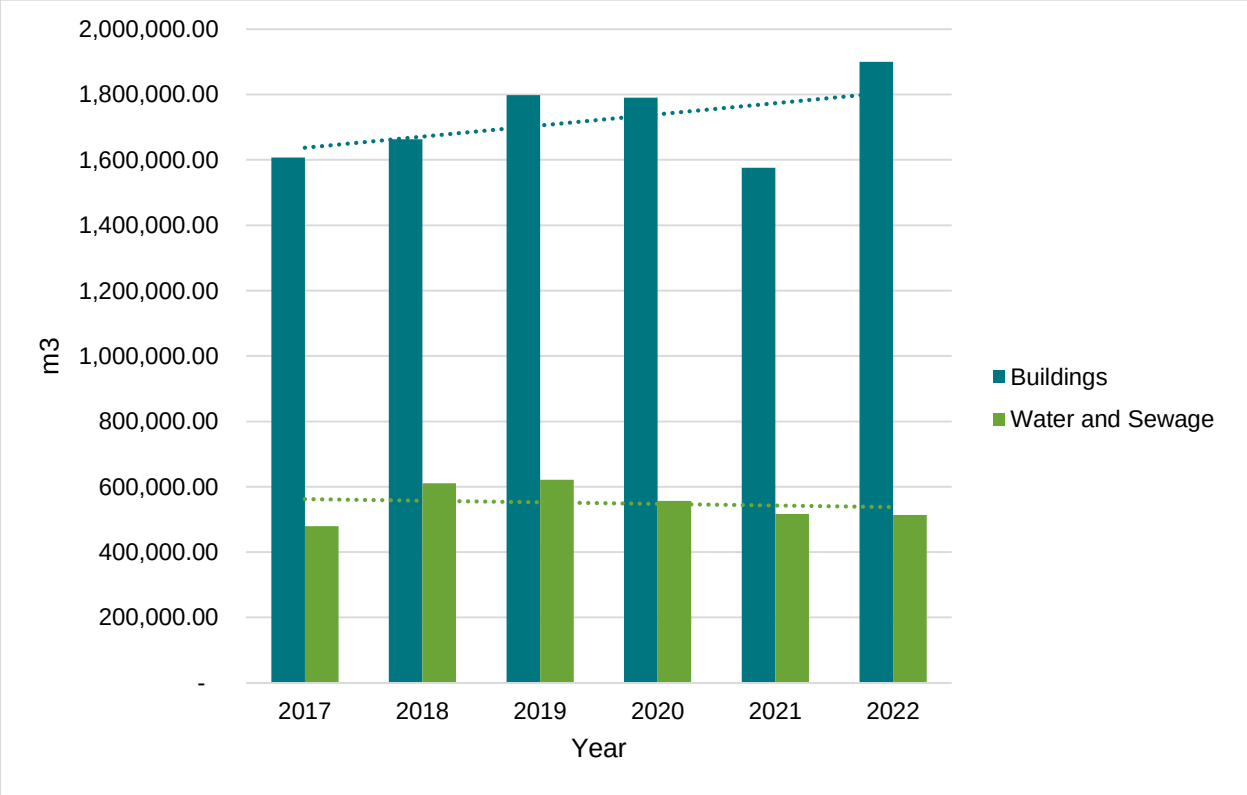


Table 6: Natural Gas (m3) Consumption 2017 to 2022

Sector	2017	2018	2019	2020	2021	2022	% Δ 2017 to 2022
Buildings	1,607,381.07	1,662,632.58	1,798,455.77	1,794,941.52	1,575,613.53	1,899,792.35	18%
Water and Sewage	479,415.69	610,091.16	621,115.46	556,581.74	516,914.00	514,039.50	7%
TOTAL	2,086,796.76	2,272,723.73	2,419,571.23	2,351,523.25	2,092,527.53	2,413,831.85	16%

From 2017 to 2022, natural gas consumption increased 16% or approximately 3% per year. Consumption peaked in 2019 and decreased in 2020 and again in 2021. Consumption increased again in 2022. No large scale natural gas reduction energy efficiency projects have occurred at the City since 2017 and there has also been an addition of assets consuming natural gas. If the City wishes to meet its emissions reduction target, a more concentrated effort and investment on energy efficiency projects that o reduce natural gas consumption must occur.

The following section of this report outlines information regarding energy efficiency retrofits which have been prioritized as part of the City's GHG Reduction Plan implementation strategy.

4. Corporate Energy Efficiency Retrofits

In 2019, the City started tracking its energy efficiency retrofits to help monitor its progress on building emission reduction. Between 2019 and 2022, forty-one (41) energy efficiency retrofits were either completed or initiated. See Appendix E for a breakdown of all tracked projects. When all projects are complete, they will have resulted in approximately $107,390.95 in energy rebates / incentives, and approximately $143,333.55 in annual energy savings. As well, all retrofits will have reduced emissions by 98.98 tCO_2e which equates to a 1% reduction based on the 2017 corporate baseline.

Between 2019 and 2021, nine (9) energy efficiency retrofits have been completed and have reduced corporate emissions by 38.28 tCO_2e (or approximately 0.09% per year from 2019 to 2022). Despite the energy efficiency prioritization efforts, the City is not on track to meet its corporate GHG reduction target of 10% by 2030 (or 1% a year from 2020 to 2030), nor its net zero commitment by 2050. More aggressive corporate financial commitment and effort from all departments will be required to meet both the interim 10% emissions reduction target by 2030, as well as the net zero by 2050 target.

5. Weather Impacts on Energy Consumption

A key factor that can be considered for understanding changes in emissions relates to temperature. Two key metrics are used for this analysis including heating degree days (HDD) and cooling degree days (CDD). Heating Degree Days (HDD) are equal to the number of degrees Celsius a given day's mean temperature is below 18 °C. For example, if the daily mean temperature is 12 °C, the HDD value for that day is equal to 6 °C. If the daily mean temperature is above 18 °C, the HDD value for that day is set to zero. If a location shows a decrease in projected HDD values, this implies that it will experience shorter periods of cold weather, or that it will experience less severe cold (Government of Canada, 2022).

Cooling degree-days for a given day are the number of degrees Celsius that the mean temperature is above 18 °C. If the temperature is equal to or less than 18 °C, then the number

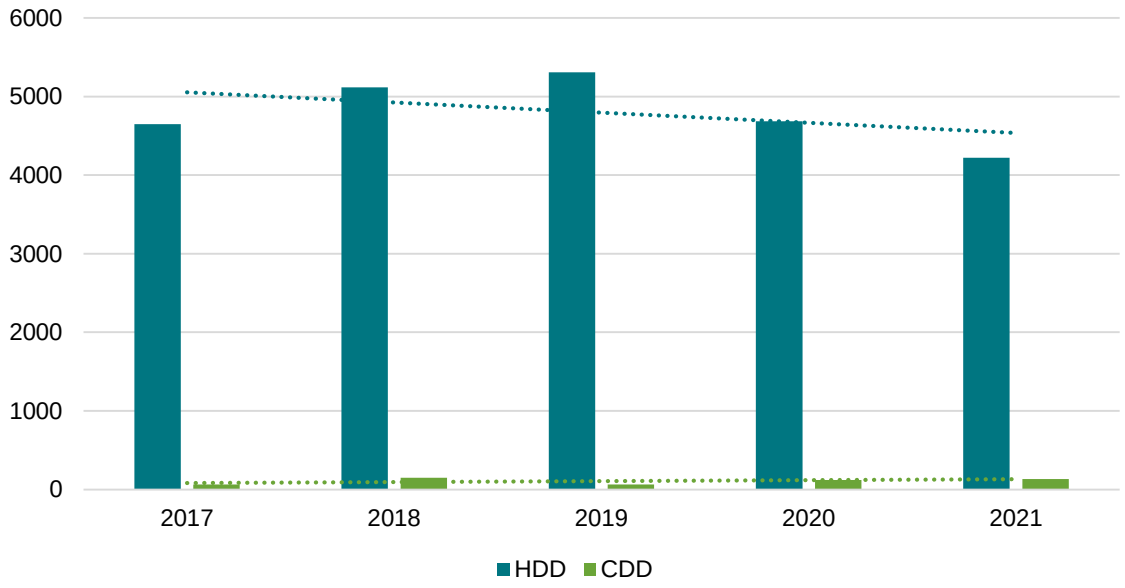
will be zero. For example, a day with a mean temperature of 20.5 °C has 2.5 cooling degree-days; a day with a mean temperature of 15.5 °C has zero cooling degree-days. Cooling degree-days are used primarily to estimate the air-conditioning requirements of buildings (Government of Canada, 2022).

HDD and CDD data was analyzed in Sault Ste. Marie from 2017 to 2021. Total HDD and CDD were totaled for each year (2017 to 2021), and are summarized in the table below. (Government of Canada, 2022a).

Table 7: Sault Ste. Marie Heating and Cooling Degree Days 2017 to 2021

Year	2017	2018	2019	2020	2021	Δ 2021 to 2017
Heating Degree Days	4,649.6	5,117.8	5,306.5	4,684	4,222.1	-9%
Cooling Degree Days	61.7	150.3	62.3	121.5	134.4	118%

Figure 5: Sault Ste. Marie Heating and Cooling Degree Days 2017 to 2021



Over the past five years from 2017 to 2021, HDD have decreased by approximately 9% while CDD have increased approximately 118%. This clearly indicates that the winters are getting milder and shorter and summers are getting longer and hotter, as a result of climate change. These trends should continue to be monitored by the City as part of their energy and emissions monitoring, as well as climate adaptation planning.

6. Conclusion / Next Steps

The 2022 corporate inventory indicates corporate emissions have increased 10% from 2017 to 2022. As it currently stands, the City is not on track to meeting its corporate GHG emissions reduction target of 10% by 2030 (approximately 1% reduction per year) based on energy use reduction projects for both buildings and fleet and equipment. As such, a more aggressive corporate financial commitment and effort from all departments will be required to meet net zero emissions by 2050. Though it is optimistic that the City is adding to its asset portfolio with investments in the Plaza and the Twin Pad for example, efforts should be made to make new

assets and/or additions as green and energy efficient as possible. The GHG Reduction Plan recommends establishing a green building policy that goes above and beyond the Ontario building code. The Environmental Sustainability Committee has also encouraged he City to establish a net zero building roadmap. The City has applied for funding to conduct a series of net zero audits and is awaiting to hear back from the funder on that.

Starting in 2023, the Sustainability Coordinator will be leading a bi-annual corporate energy and emissions meeting with Directors to help prioritize emissions reduction projects and ensure all projects and efforts are being tracked. In addition, effective of the January 30, 2023 Council meeting, the Council Report template has been amended to include a section to address climate impact for relevant reports. The report template section related to “STRATEGIC PLAN / POLICY IMPACT” has been revised to include Climate impact as “STRATEGIC PLAN / POLICY IMPACT / CLIMATE IMPACT”. Any draft reports in the queue will not include the new wording, but new reports will. When addressing climate change, City staff should be aware that there are two key components to consider: mitigation and adaptation. Climate change mitigation relates to the reduction, removal or avoidance of GHG emissions. Climate change adaptation refers to adjustments in ecological, social or economic systems, in response to actual or expected climate effects and impacts.

A question sheet has been established (see Appendix F) to assist staff in how to address climate impacts on council reports, based on mitigation, adaptation as well as integrating climate change into municipal decisions. They are not required to be assessed for all reports but can provide guidance on determining the impact of the subject or provide consideration points for staff as they develop new projects/reports. The Sustainability Coordinator is also available to support staff if they have questions on the climate impact for any particular reports. In 2023, the City will be monitoring the use of this new process over the year to ensure it is being utilized as well as gathering feedback on how to improve its effectiveness.

Resources

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Appendix A: City of Sault Ste. Marie Corporate Building Emissions Update

Rows in yellow indicate assets that have been omitted from the total as they were no longer owned or used by the City in 2021. See the buildings methodology section of this report for more details.

2017 Building Energy Consumption, Costs, and tCO_2e

Department and Building	Electricity			Natural Gas			TOTALS	
	Use (kWh)	Cost($)	tCO_2e	Use (m3)	Cost($)	tCO2e	Cost	tCO2e
Arenas								
GFL Essar Centre	399,345.91	$422,607.59	41.5	200,890.32	$55,527.36	381.56	$478,134.95	423.06
John Rhodes Community Centre	3,444,301.58	$573,389.28	59.58	534,929.17	$174,901.73	1,016.02	$748,291.01	1,075.60
McMeeken	366,800.00	$64,090.24	6.34	31,925.93	$12,035.22	60.64	$76,125.46	66.98
Northern Community Centre	558,240.00	$96,099.55	9.66	43,123.66	$15,380.76	81.91	$111,480.31	91.57
Outdoor Pools								
Greco Pool	23,972.04	$3,624.44	0.41	9,997.89	$3,887.69	18.99	$7,512.13	19.40
Manzo Pool	15,533.64	$2,227.97	0.27	-	$-	-	$2,227.97	0.27
Marinas								
Bellevue Marina	81,965.28	$11,710.28	1.42	-	$-	-	$11,710.28	1.42
Bondar Marina	64,658.04	$9,131.87	1.12	-	$-	-	$9,131.87	1.12
Day Care								
Jessie Irving	61,530.83	$9,708.53	1.06	15,776.60	$6,090.56	29.97	$15,799.09	31.03
Maycourt	12,891.86	$2,041.31	0.22	6,458.66	$3,208.14	12.27	$5,249.45	12.49
Senior Facilities								
Senior Citizens Centre (Wellington)	38,551.68	$5,646.29	1.79	123,493.39	$43,233.95	234.56	$48,880.24	236.35
Senior Drop-In (Bay)	176,720.00	$28,971.86	3.06	10,169.14	$4,072.13	19.31	$33,043.99	22.37
Other								
Ermatinger	63,441.72	$9,166.00	1.1	9,112.50	$3,583.70	17.31	$12,749.70	18.41
Bondar - Pavilion Feed	33,372.06	$4,848.45	0.58	5,440.06	$2,331.10	10.33	$7,179.55	10.91
Bondar - Stage Building Electric	-	$-	-	-	$-	-	$-	-

Department and Building	Electricity			Natural Gas			TOTALS	
	Use (kWh)	Cost($)	tCO_2e	Use (m3)	Cost($)	tCO_2e	Cost	tCO_2e
Other								
Norgoma	16,765.07	$2,228.28	0.29	-	$-	-	$2,228.28	0.29
402 Fifth Line E DEMO	29,926.03	$4,892.32	0.52	-	$-	-	$4,892.32	0.52
Heritage Centre Bay	100,911.66	$14,562.24	1.75	12,112.11	$3,919.84	23.00	$18,482.08	24.75
Plaza 1	-	$-	-	-	$-	-	$-	-
Plaza 2	-	$-	-	-	$-	-	$-	-
Cemetery								
Cemetery Garage	11,256.05	$2,187.25	0.19	-	$-	-	$2,187.25	0.19
Cemetery Chapel	109,772.79	$16,624.79	1.9	68,311.67	$23,805.06	129.75	$40,429.85	131.65
Landfill								
Landfill Administration	34,080.72	$5,242.03	0.59	21,684.42	$8,292.42	41.19	$13,534.45	41.78
Landfill Scale House	15,615.75	$2,421.90	0.27				$2,421.90	0.27
Pipe Plant - 115 Industrial Par	-	$-	-	-	$-	-	$-	-
Landfill methane gas blower	-	$-	-	-	$-	-	$-	-
Landfill Garage	110,117.62	$15,857.91	1.9	-	$-	-	$15,857.91	1.90
HSW	15,047.47	$2,485.60	0.26	3,387.78	$1,564.19	6.44	$4,049.79	6.70
Outdoor Rinks								
Rink Central	3,754.20	$776.32	0.06	-	$-	-	$776.32	0.06
Rink Mark	7,746.33	$1,339.06	0.13	-	$-	-	$1,339.06	0.13
Rink Patrick St	1,539.72	$369.52	0.03	-	$-	-	$369.52	0.03
Parks								
Bellevue GRHS	45,763.94	$7,832.61	0.79	39,394.20	$14,870.08	74.82	$22,702.69	75.61
Bellevue Canteen	49,996.40	$7,116.88	0.86	-	$-	-	$7,116.88	0.86

Department and Building	Electricity			Natural Gas			TOTALS	
	Use (kWh)	Cost($)	tCO_2e	Use (m3)	Cost($)	tCO_2e	Cost	tCO_2e
Parks								
Pointe Des Chenes Park	67,260.00	$9,699.71	1.16	-	$-	-	$9,699.71	1.16
James Elliott	5,851.92	$1,266.38	0.1	-	$-	-	$1,266.38	0.10
North Stand CSB	7,610.48	$1,135.64	0.13	-	$-	-	$1,135.64	0.13
Strathclair	5,628.23	$1,066.68	0.1	-	$-	-	$1,066.68	0.10
Bay Street Fountain	27,767.91	$3,729.79	0.48	-	$-	-	$3,729.79	0.48
Foster Sprinkler	8,712.98	$1,243.18	0.15	-	$-	-	$1,243.18	0.15
Esposito Park	-	$-	-	2,341.80	$1,095.09	4.45	$1,095.09	4.45
Splash Pad	-	$-	-	-	$-	-	$-	-
Public Works and Transit								
PWT Sackville Road	889,660.08	$132,758.78	15.39	206,941.22	$69,474.59	393.05	$202,233.37	408.44
PWT A - 128 Sacville Rd Unit B Shop	-	$	-	6,382.94	$2,675.54	12.33	$2,675.54	12.33
Transit Terminal	68,754.75	$9,846.81	1.19	2,939.81	$1,392.99	5.58	$11,239.80	6.77
Transit Administration	334,440.00	$57,135.11	5.79	72,859.77	$24,670.71	138.39	$81,805.82	144.18
Engineering and Planning								
Civic Centre	2,372,140.88	$389,078.30	41.03	-	$-	-	$389,078.30	41.03
Fire and Police Services								
Fire 1	149,198.90	$22,281.35	2.58	43,800.00	$16,465.74	83.19	$38,747.09	85.77
Fire 2	54,757.80	$8,072.23	0.95	5,014.37	$2,141.46	9.52	$10,213.69	10.47
Fire 3	50,621.40	$7,836.94	0.88	5,768.77	$2,422.98	10.96	$10,259.92	11.84
Number 4 Fire Hall – RESCUE Center	565,650.00	$10,791.09	9.78	113,568.41	$40,592.31	215.71	$51,383.40	225.49
RESC B - 65 Old GR Rd Unit B	-	$-	-	40,813.25	$15,338.03	78.87	$15,338.03	78.87

Department and Building	Electricity			Natural Gas			TOTALS	
	Use (kWh)	Cost($)	tCO_2e	Use (m3)	Cost($)	tCO_2e	Cost	tCO_2e
Fire and Police Services								
River Road - 2 Murphy St	-	$-	-	14,566.35	$8,085.75	27.67	$8,085.75	27.67
Police Administration	1,141,760.00	$190,446.17	19.75	30,350.59	$9,907.63	57.65	$200,353.80	77.40
City Police - 311 Queen	2,639.02	$491.23	0.05	-	$-	-	$491.23	0.05
Police Airport Tower	3,999.22	$686.79	0.07	-	$-	-	$686.79	0.07
Library and Museum								
SSM Public Library – Centennial	478,560.00	$85,361.54	8.28	52,838.00	$18,365.54	100.36	$103,727.08	108.64
Library Churchill	-	$-	-	787.88	$389.38	1.50	$389.38	1.50
Sault Ste. Marie Museum	244,800.00	$42,570.52	4.23	18,716.94	$6,899.48	35.55	$49,470.00	39.78
Social Housing / Ontario Works								
Ontario Works	44,289.80	$87,905.28	8.77	74,719.13	$25,956.70	141.92	$113,861.98	150.69
Social Housing	88,899.12	$13,095.02	2.3	4,173.03	$1,843.67	7.93	$14,938.69	10.23
Total	**Use(kWh)**	**Cost($)**	**tCO2e**	**Use(m3)**	**Cost($)**	**tCO2e**	**Total Cost**	**Total tCo2e**
	14,506,620.88	**$2,403,698.91**	**260.81**	**1,832,789.76**	**$624,421.52**	**3,482.70**	**$3,028,120.43**	**3,743.51**
Revised Totals without 7 sold and/or closed assets as of 2021								
Total	**Use(kWh)**	**Cost($)**	**tCO_2e**	**Use(m3)**	**Cost($)**	**tCO_2e**	**Total Cost**	**Total tCo_2e**
	14,244,841.84	**2,282,880.58**	**246.40**	**1,607,381.07**	**543,699.12**	**3,054.55**	**$2,826,579.70**	**3,300.95**

2018 Building Energy Consumption, Costs and tCO_2e

Department and Building	Electricity			Natural Gas			Total	
	Use (kWh)	Cost($)	tCO_2e	m^3	Cost($)	tCO_2e	Cost	tCO_2e
Arenas								
GFL Essar Centre	2,751,485.64	$441,720.97	81.30	275,357.18	$76,238.29	523.00	$517,959.26	604.30
John Rhodes Community Centre	3,470,550.91	$536,080.12	102.55	534,851.00	$351,707.97	1,015.87	$887,788.09	1,118.42
McMeeken	369,515.30	$60,307.06	10.92	39,352.13	$16,382.39	74.74	$76,689.45	85.66
Northern Community Centre	724,338.25	$114,664.38	21.40	78,639.45	$27,995.27	149.36	$142,659.65	170.76
Outdoor Pools								
Greco Pool	26,678.45	$3,650.78	0.79 t	3,696.27	$1,516.16	7.02	$5,166.94	7.81
Manzo Pool	19,580.08	$2,549.97	0.58 t	-	$-	-	$2,549.97	0.58
Marinas								
Bellevue Marina	84,718.18	$10,110.41	2.50	-	$-	-	$10,110.41	2.50
Bondar Marina	58,210.71	$7,056.03	1.72	-	$-	-	$7,056.03	1.72
Day Care								
Jessie Irving	20,583.40	$2,619.44	0.61	9,608.32	$(346.51)	18.25	$2,272.93	18.86
Maycourt	13,522.26	$2,041.31	0.40	5,603.30	$1,405.77	10.64	$3,447.08	11.04
Senior Facilities								
Senior Citizens Centre(Wellington)	64,380.25	$8,193.79	1.90	18,153.25	$6,386.11	34.48	$14,579.90	36.38
Senior Drop-In (Bay)	189,010.11	$25,399.62	5.58	110,490.29	$35,373.31	209.86	$60,772.93	215.44
Other								
Ermatinger	70,430.17	$8,543.56	2.08	9,697.81	$3,539.94	18.42	$12,083.50	20.50
Bondar - Pavillion Feed	23,379.61	$2,926.73	0.69	6,321.24	$2,468.30	12.01t	$5,395.03	12.70
Bondar - Stage Building Electric	8,331.61	$1,219.71	0.25	-	$-	-	$1,219.71	0.25
Norgoma	19,138.66	$2,271.47	0.57	-	$-	-	$2,271.47	0.57
402 Fifth Line E DEMO	38,128.75 kWh	$4,808.56	1.13 t	0.00 m^3	$-	-	$4,808.56	1.13

Department and Building	Electricity			Natural Gas			TOTALS	
	Use (kWh)	Cost($)	tCO_2e	m^3	Cost($)	tCO_2e	Cost	tCO_2e
Other								
Heritage Centre Bay	114,257.75	$14,081.01	3.38	17,583.94	$6,264.48	33.40	$20,345.49	36.78
Plaza 1	-	$-	-	-	$-	-	$-	-
Plaza 2	-	$-	- t	-	$-	-	$-	-
Cemetery								
Cemetery Garage	16,149.40	$2,475.29	0.48	-	$-	-	$2,475.29	0.48
Cemetery Chapel	118,961.3	$14,763.40	3.52	82,540.90	$25,588.12	156.77	$40,351.52	160.29
Landfill								
Landfill Administration	35,059.85	$4,539.81	1.04	4,105.72	$1,692.58	7.80	$6,232.39	8.84
Landfill Scale House	18,138.41	$2,356.19	0.54	-	$-	-	$2,356.19	0.54
Pipe Plant - 115 Industrial Par	-	$-	-	-	$-	-	$-	-
Landfill methane gas blower	-	$-	-	-	$-	-	$-	-
Landfill Garage	133,668.26	$16,180.14	3.95	26,112.29	$9,134.24	49.60	$25,314.38	53.55
HSW	34,560.64	$4,416.01	1.02	-	$-	-	$4,416.01	1.02
Outdoor Rinks								
Rink Central	4,433.36	$757.75	0.13	-	$-	-	$757.75	0.13
Rink Mark	8,517.08	$1,235.88	0.25	-	$-	-	$1,235.88	0.25
Rink Patrick St	11,331.02	$1,370.96	0.33	-	$-	-	$1,370.96	0.33
Parks								
Bellevue GRHS	46,918.27	$6,861.30	1.39	34,522.86	11,818.35	65.57	$18,679.65	66.96
Bellevue Canteen	41,657.80	$5,010.88	1.23	-	$-	-	$5,010.88	1.23
Pointe Des Chenes Park	81,368.77	$10,370.43	2.40	-	$-	-	$10,370.43	2.40
James Elliott	8,621.27	$1,482.31	0.25	-	$-	-	$1,482.31	0.25
North Stand CSB	8,571.13	$1,155.36	0.25 t	-	$-	-	$1,155.36	0.25
Strathclair	4,585.94	$834.70	0.14 t	-	$-	-	$834.70	0.14

Department and Building	Electricity			Natural Gas			TOTALS	
	Use (kWh)	Cost($)	tCO_2e	m^3	Cost($)	tCO_2e	Cost	tCO_2e
Parks								
Bay Street Fountain	29,877.88	$3,494.52	0.88	-	$-	-	$3,494.52	0.88
Foster Sprinkler	9,037.90	$1,187.92	0.27	-	$-	-	$1,187.92	0.27
Esposito Park	0.00	$-	-	1,679.9	$694.90	3.19	$694.90	3.19
Splash Pad	0.00	$-	-	-	-	-	$-	-
Public Works and Transit								
PWT Sackville Road	970,705.12	$136,471.00	28.68	226,282.79	66,432.71	429.79	$202,903.71	458.47
PWT A - 128 Sacville Rd Unit B Shop	-	$-	-	8,090.85	$3,009.97	15.37	$3,009.97	15.37
Transit Terminal	68,753.05	$8,274.92	2.03	5,034.00	$2,004.07	9.56	$10,278.99	11.59
Transit Administration	363,930.16	$58,273.31	10.75	75,588.51	$23,260.76	143.57	$81,534.07	154.32
Engineering and Planning								
Civic – Civic Centre	2,690,984.91	$418,877.47	79.51	-	$-	-	$418,877.47	79.51
Fire & Police Services								
Fire 1	154,935.24	$19,115.55	4.58	12,494.59	$4,489.53	23.73	$23,605.08	28.31
Fire 2	114,257.75	$14,081.01	3.38	6,166.97	$2,469.79	11.71	$16,550.80	15.09
Fire 3	63,108.39	$8,002.97	1.86	5,322.86	$2,130.49	10.11	$10,133.46	11.97
Number 4 Fire Hall – RESCUE Center	544,115.40	$84,377.79	16.08	67,717.73	$20,985.97	128.62	$105,363.76	144.70
RESC B - 65 Old GR Rd Unit B	-	$-	-	44,128.09	$14,488.83	83.81	$14,488.83	83.81
River Road - 2 Murphy St	-	$-	-	13,677.33	$4,945.96	25.98	$4,945.96	25.98
Police Administration	326,240.00	$16,406.92	9.64	36,081.54	$12,803.95	68.53	$29,210.87	78.17
City Police - 311 Queen	-	$-	0-	-	$-	0-	$-	-
Police Airport Tower	-	$-	0-	-	$-	0-	$-	-

Department and Building	Electricity			Natural Gas			TOTALS	
	Use (kWh)	Cost($)	tCO_2e	m^3	Cost($)	tCO_2e	Cost	tCO_2e
Museum & Library								
SSM Public Library – Centennial	483,413.56	$79,683.33	14.28	50,364.85	$27,749.94	95.66	$107,433.27	109.94
Library Churchill	-	$-	0-	-	$-	0-	$-	-
Sault Ste. Marie Museum	262,886.49	$42,010.14	7.77	15,186.13	$5,918.05	28.84	$47,928.19	36.61
Ontario Works / Social Housing								
Ontario Works	528,551.75	$84,897.75	15.62	78,779.98	$24,252.74	149.63	$109,150.49	165.25
Social Housing	153,370.46	$19,630.23	4.53	16,309.84	$1,542.31	6.90	$21,172.54	11.43
Total	**Use(kWh)**	**Cost($)**	**tCO_2e**	**m3**	**Cost($)**	**tCO_2e**	**Cost**	**tCO_2e**
	14,622,542.53	$2,199,457.64	432.07	1,791,087.26	$761,104.32	3,401.89	$2,960,561.96	3,833.96
Revised Totals without 7 sold and/or closed assets as of 2021								
Total	**Use(kWh)**	**Cost($)**	**tCO_2e**	**Use(m^3)**	**Cost($)**	**tCO_2e**	**Total Cost**	**Total tCo_2e**
	13,823,996.00	**$2,079,718.93**	**408.47**	**1,662,632.58**	**$727,863.90**	**3,181.99**	**$2,807,582.83**	**3,590.46**

2019 Building Energy Consumption, Costs and tCO_2e

Department and Building	Electricity			Natural Gas			TOTALS	
	Use(kWh)	Cost($)	tCO_2e	m^3	Cost($)	tCO_2e	Cost	tCO_2e
Arenas								
GFL Essar Centre	2,537,980.35	$434,579.85	77.34	275,357.18	$76,238.29	523	$510,818.14	600.34
John Rhodes Community Centre	3,522,173.14	$580,832.61	107.33	542,198.32	$146,354.91	1,029.83	$727,187.52	1,137.16
McMeeken	412,112.92	$73,159.89	12.56	43,177.41	$13,650	82.01	$86,809.89	94.57
Northern Community Centre	752,116.55	$125,007.74	22.92	54,721.57	$17,251.42	103.94	$142,259.16	126.86
Outdoor Pools								
Greco Pool	27,110.11	$3,433.31	0.83	2,358.55	$1,017.19	4.48	$4,450.50	5.31
Manzo Pool	18,227.48	$2,394.78	0.56	-	$-	-	$2,394.78	0.56
Marinas								
Bellevue Marina	88,748.62	$10,596.76	2.70	-	$-	-	$10,596.76	2.70
Bondar Marina	86,447.92	$10,619.00	2.63	-	$-	-	$10,619.00	2.63
Day Care								
Jessie Irving	-	$-	-	155,271.82	$48,404.51	294.92	$48,404.51	294.92
Maycourt	-	$-	-	-	$-	-	$-	-
Senior Facilities								
Senior Citizens Centre (Wellington)	73,798.15	$9,219.39	2.25	15,768.46	$5,321.23	29.95	$14,540.62	32.20
Senior Drop-In (Bay)	190,083.41	$25,259.93	5.79			16.52	$28,100.91	22.31
Other								
Ermatinger	74,034.29	$9,030.18	2.26	8,912.57	$2,952.55	16.93	$11,982.73	19.19
Bondar - Pavilion Feed	31,020.76	$3,860.40	0.95	6,113.71	$2,235.50	11.61	$6,095.90	12.56
Bondar - Stage Building Electric	9,324.39	$1,354.20	0.28	-	$-	-	$1,354.20	0.28
Norgoma	17,343.51	$2,306.03	0.53	-	$-	-	$2,306.03	0.53
402 Fifth Line E DEMO	36,761.50	$4,643.08	1.12	-	$-	-	$4,643.08	1.12

Department and Building	Electricity			Natural Gas			TOTALS	
	Use(kWh)	Cost($)	tCO_2e	m^3	Cost($)	tCO_2e	Cost	tCO_2e
Other								
Heritage Centre Bay	81,764.75	$10,267.89	2.49	17,841.95	5,858.87	33.89	$16,126.76	36.38
Plaza 1	-	$-	-	-	$-	-	$-	-
Plaza 2	-	$-	-	-	$-	-	$-	-
Cemetery								
Cem Garage	12,048.98	$2,018.41	0.37	-	$-	-	$2,018.41	0.37
Cem Chapel	129,482.24	$16,010.26	3.95	81,302.76	23,368.82	154.42	$39,379.08	158.37
Landfill								
Landfill Administration	40,482.92	$5,203.53	1.23	28,165.56	$13,337.80	54.43	$18,541.33	55.66
Landfill Scale House	17,913.60	$2,354.94	0.55	28,151.13	$9,098.27	53.47	$11,453.21	54.02
Pipe Plant - 115 Industrial Par	-	$-	-	-	$-	-	$-	-
Landfill methane gas blower (NEW)	44,085.05	$5,452.16	1.34	-	$-	-	$5,452.16	1.34
Landfill Garage	160,850.06	$19,421.32	4.90	9,092.05	$9,098.27	17.27	$28,519.59	22.17
HSW	39,091.52	$4,974.70	1.19	3,433.16	$1,529.19	6.63	$6,503.89	7.82
Outdoor Rinks								
Rink Central	8,697.47	$1,284.18	0.27	-	$-	-	$1,284.18	0.27
Rink Mark	8,937.66	$1,275.54	0.27	-	$-	-	$1,275.54	0.27
Rink Patrick St	14,289.59	$1,916.16	0.44	-	$-	-	$1,916.16	0.44
Parks								
Bellevue GRHS	45,003.47	$6,090.60	1.37	39,066.07	$12,396.22	74.20	$18,486.82	75.57
Bellevue Canteen	34,664.97	$4,233.76	1.06	-	$-	-	$4,233.76	1.06
Pointe Des Chenes Park	77,102.97	$9,804.86	2.35	-	$-	-	$9,804.86	2.35
James Elliott	7,884.32	$1,345.41	0.24	-	$-	-	$1,345.41	0.24
North Stand CSB	7,789.11	$1,100.52	0.24	-	$-	-	$1,100.52	0.24
Strathclair	3,941.05	$721.50	0.12	-	$-	-	$721.50	0.12
Bay Street Fountain	31,236.59	$3,728.32	0.95	-	$-	-	$3,728.32	0.95
Foster Sprinkler	9,216.84	$1,231.10	0.28	-	$-	-	$1,231.10	0.28
Esposito Park	-	$-	-	2,495.60	1,126.04	4.74	$1,126.04	4.74

Department and Building	Electricity			Natural Gas			TOTALS	
	Use(kWh)	Cost($)	tCO_2e	m^3	Cost($)	tCO_2e	Cost	tCO_2e
Parks								
Splash Pad	8,006.11	$1,070.81	0.24	-	$-	-	$1,070.81	0.24
Public Works and Transit								
PWT Sackville Road	966,213.82	$157,105.00	29.44	268,491.26	$74,454.62	509.96	$231,559.62	539.40
PWT A - 128 Sacville Rd Unit B Shop	-	$-	-	9,092.05	2,767.84	17.27	$2,767.84	17.27
Transit Terminal	66,380.66	$8,056.18	2.02	6,110.91	$2,242.53	11.61	$10,298.71	13.63
Transit Administration	393,540.60	$65,032.66	11.99	117,644.13	$33,418.31	223.45	$98,450.97	235.44
Engineering and Planning								
Civic – Civic Centre	2,800,341.20	$452,375.90	71.26	-	$-	-	$452,375.90	71.26
Fire & Police Services								
Fire 1	163,939.73	$20,261.15	5.00	49,136.88	15,527.73	93.33	$35,788.88	98.33
Fire 2	67,117.00	$8,681.32	2.05	6,837.26	$2,447.17	12.99	$11,128.49	15.04
Fire 3	65,539.78	$8,463.05	2.00	5,325.66	$1,987.44	10.12	$10,450.49	12.12
Number 4 Fire Hall – RESCUE Center	2,800,341.20	$452,375.90	85.33	69,483.82	$20,468.85	131.97	$472,844.75	217.30
RESC B - 65 Old GR Rd Unit B	-	$-	-	36,304.40	11,519.73	68.95	$11,519.73	68.95
River Road - 2 Murphy St	-	$-	-	14,381.25	4,784.22	27.32	$4,784.22	27.32
Police Administration	1,202,380.33	$194,953.25	36.64	33,371.89	$10,666.47	63.39	$205,619.72	100.03
City Police - 311 Queen	5,734.67	$936.65	0.17	-	$-	-	$936.65	0.17
Police Airport Tower	-	$-	-	-	$-	-	$-	-
Museum & Library								
SSM Public Library – Centennial	430,811.04	$75,859.60	13.13	53,230.80	$22,980.50	101.10	$98,840.10	114.23

Department and Building	Electricity			Natural Gas			TOTALS	
	Use(kWh)	Cost($)	tCO_2e	m^3	Cost($)	tCO_2e	Cost	tCO_2e
Museum & Library								
Sault Ste. Marie Museum	305,625.94	$51,057.17	9.31	6,113.71	$2,235.50	11.61	$53,292.67	20.92
Ontario Works / Social Housing								
Ontario Works	513,778.62	$85,942.58	15.66	77,481.52	$74,454.62	147.16	$160,397.20	162.82
Social Housing	103,608.69	$12,668.94	3.16	106,477.32	$20,732.80	202.24	$33,401.74	205.40
Total	**Use(kWh)**	**Cost($)**	**tCO_2e**	**Use(m^3)**	**Cost($)**	**tCO_2e**	**Total Cost**	**Total tco_2e**
	18,545,125.65	$2,989,572.47	$551.06	$2,181,606.01	$692,768.39	$4,144.71	$3,682,340.86	$4,695.77
Revised Totals without 6 sold and/or closed assets as of 2021								
Total	**Use(kWh)**	**Cost($)**	**tCO_2e**	**Use(m^3)**	**Cost($)**	**tCO_2e**	**Total Cost**	**Total tCo_2e**
	17,836,026.59	**$2,879,386.62**	**529.44**	**1,798,455.77**	**$534,756.96**	**3,416.97**	**3,414,143.58**	**3,946.41**

2020 Building Energy Consumption, Costs and tCO_2e

Department and Building	Electricity			Natural Gas			TOTALS	
	Use(kWh)	Cost($)	tCO_2e	Use(m^3)	Cost($)	tCO_2e	Cost	tCO_2e
Arenas								
GFL Essar Centre	2,117,664.94	$365,047.53	53.89	321,187.11	$95,133.06	610.05	$460,180.59	663.94
John Rhodes Community Centre	3,250,344.81	$537,551.84	82.71	489,206.00	$139,206.00	945.32	$676,757.84	1,028.03
McMeeken	428,882.52	$78,135.52	10.91	33,723.00	$11,494.00	65.16	$89,629.52	76.07
Northern Community Centre	854,243.43	$140,393.94	21.74	50,046.71	$16,867.52	95.06	$157,261.46	116.80
Outdoor Pools								
Greco Pool	21,356.22	$2,943.16	0.54	3,861.00	$1,352.17	6.36	$4,295.33	6.90
Manzo Pool	16,268.37	$2,328.27	0.41	-	$-	-	$2,328.27	0.41
Marinas								
Bellevue Marina	75,577.77	$9,648.88	1.92	-	$-	-	$9,648.88	1.92
Bondar Marina	75,687.11	$9,739.75	1.93	-	$-	-	$9,739.75	1.93
Senior Facilities								
Senior Citizens Centre(Wellington)	18,462.90	$2,512.10	0.47	7,538.38	$2,557.29	14.32	$5,069.39	14.79
Senior Drop-In (Bay)	172,944.32	$24,578.45	4.4	14,622.83	$5,337.07	27.77	$29,915.52	32.17
Other								
Ermatinger	66,013.61	$8,452.50	1.68	8,629.83	$3,079.90	16.39	$11,532.40	18.07
Bondar - Pavilion Feed	26,515.80	$3,480.45	0.67	6,810.14	$2,610.37	12.93	$6,090.82	13.60
Bondar - Stage Building Electric	7,938.63	$1,216.58	0.2	-	$-	-	$1,216.58	0.20
Norgoma	14,859.47	$2,062.15	0.38	-	$-	-	$2,062.15	0.38
402 Fifth Line E DEMO	34,344.37	$4,474.75	0.87	-	$-	-	$4,474.75	0.87
Heritage Centre Bay	75,771.33	$9,797.71	1.93	19,706.44	$6,589.04	37.43	$16,386.75	39.36
Plaza 1	-	$46.53	-	-	$-	-	$46.53	-

Department and Building	Electricity			Natural Gas			TOTALS	
	Use(kWh)	Cost($)	tCO_2e	Use(m^3)	Cost($)	tCO_2e	Cost	tCO_2e
Others								
Plaza 2	2,714.59	$441.26	0.07	-	$-	-	$441.26	0.07
Cemetery								
Cemetary Garage	18,270.95	$2,793.14	0.46	3,995.00	$1,965.98	4.83	$4,759.12	5.29
Cemetary Chapel	118,972.74	$15,188.50	3.03	103,192.34	$30,826.62	196.00	$46,015.12	199.03
Landfill								
Landfill Administration	43,367.25	$5,678.07	1.1	32,627.13	$11,081.52	61.97	$16,759.59	63.07
Landfill Scale House	15,973.38	$2,160.14	0.41	-	$-	-	$2,160.14	0.41
Pipe Plant - 115 Industrial Par	-	$-	-	4,398.00	$6,589.04	6.87	$6,589.04	6.87
Landfill methane gas blower	42,412.88	$5,521.56	1.08	-	$-	-	$5,521.56	1.08
Landfill Garage	150,528.73	$19,092.73	3.83	-	$-	-	$19,092.73	3.83
HSW	37,923.43	$4,976.20	0.97	3,478.53	$1,494.19	6.61	$6,470.39	7.58
Outdoor Rinks								
Rink Central	10,402.91	$1,496.25	0.26	-	$-	-	$1,496.25	0.26
Rink Mark	7,232.43	$1,116.60	0.18	-	$-	-	$1,116.60	0.18
Rink Patrick St	10,851.35	$1,565.06	0.28	-	$-	-	$1,565.06	0.28
Parks								
Bellevue GRHS	72,115.38	$9,723.20	1.84	39,290.44	$1,940.84	74.63	$11,664.04	76.47
Bellevue Canteen	37,554.99	$4,849.05	0.96	-	$-	-	$4,849.05	0.96
Pointe Des Chenes Park	50,874.77	$7,151.55	1.29	-	$-	-	$7,151.55	1.29
James Elliott	7,369.91	$1,343.89	0.19	-	$-	-	$1,343.89	0.19
North Stand CSB	2,948.43	$577.87	0.08	-	$-	-	$577.87	0.08
Strathclair	1,684.75	$418.11	0.04	-	$-	-	$418.11	0.04
Bay Street Fountain	26,617.73	$3,430.33	0.68	-	$-	-	$3,430.33	0.68
Foster Sprinkler	8,969.58	$1,292.14	0.23	-	$-	-	$1,292.14	0.23
Esposito Park	-	$-	-	2,758.91	$2,886.09	5.24	$2,886.09	5.24
Splash Pad	758.29	$135.31	0.02	-	$-	-	$135.31	0.02

Department and Building	Electricity			Natural Gas			TOTALS	
	Use(kWh)	Cost($)	tCO_2e	Use(m^3)	Cost($)	tCO_2e	Cost	tCO_2e
Public work & Transit								
PWT Sackville Road	957,866.47	$157,316.96	24.38	253,306.94	$77,392.76	481.12	$234,709.72	505.50
PWT A - 128 Sacville Rd Unit B Shop	-	$-	-	10,494.45	$3,833.83	19.93	$3,833.83	19.93
Transit Terminal	59,979.75	$7,677.24	1.53	7,587.43	$2,886.09	14.41	$10,563.33	15.94
Transit Administration	267,517.03	$45,082.87	6.81	116,816.97	$36,438.41	221.88	$81,521.28	228.69
Engineering and Planning								
Civic – Civic Centre	2,517,043.49	$405,878.88	64.05	-	$-	-	$405,878.88	64.05
Fire & Police Services								
Fire 1	158,235.47	$20,319.08	4.03	43,068.00	$13,820.00	81.80	$34,139.08	85.83
Fire 2	58,282.72	$7,655.29	1.48	7,194.27	$2,793.57	3.66	$10,448.86	15.14
Fire 3	71,095.77	$9,220.94	1.81	7,312.12	$318.76	13.89	$9,539.70	15.70
Number 4 Fire Hall – RESCUE Center	568,175.03	92,289.84	14.46	55,757.00	$17,646.00	107.70	$109,935.84	122.16
RESC B - 65 Old GR Rd Unit B	-	$-	-	29,939.00	$9,710.00	57.85	$9,710.00	57.85
River Road - 2 Murphy St	-	$-	-	11,629.00	$4,071.03	22.47	$4,071.03	22.47
Police Administration	1,127,587.90	$181,395.54	28.69	40,450.30	$16,488.74	78.16	$197,884.28	106.85
City Police - 311 Queen	5,634.29	$916.01	0.14	-	$-	-	$916.01	0.14
Police Airport Tower	-	$-	-	-	$-	-	$-	-
Museum & Library								
SSM Public Library – Centennial	433,326.46	$75,907.53	11.03	53,755.20	$15,861.32	103.87	91,768.85	114.90
Sault Ste. Marie Museum	275,063.36	$46,243.76	7	20,097.43	$6,932.92	32.96	53,176.68	39.96

Department and Building	Electricity			Natural Gas			TOTALS	
	Use(kWh)	Cost($)	tCO_2e	Use(m^3)	Cost($)	tCO_2e	Cost	tCO_2e
Ontario Works / Social Housing								
Ontario Works	69,803.46	$9,208.73	1.78	-	$-	-	9,208.73	1.78
Social Housing	124,654.05	$16,185.26	3.17	-	$-	-	16,185.26	3.17
Total	**Use(kWh)**	**Cost($)**	**tCO_2e**	**Use(m^3)**	**Cost($)**	**tCO_2e**	**Total Cost**	**Total tCO_2e**
	14,618,685.32	**$2,366,659.00**	**372.01**	**1,802,479.90**	**$549,204.13**	**3,436.64**	**$2,915,863.13**	**3,808.65**
Revised Totals without 4 sold and/or closed assets as of 2021								
Total	**Use(kWh)**	**Cost($)**	**tCO_2e**	**Use(m^3)**	**Cost($)**	**tCO_2e**	**Total Cost**	**Total tCO_2e**
	14,389,791.53	**$2,336,592.77**	**366.18**	**1,794,941.52**	**546,646.84**	**3,422.32**	**$2,883,239.61**	**3,788.50**

2021 Building Energy Consumption, Costs and tCO_2e

Department and Building	Electricity			Natural Gas			Total	
	Use(kWh)	Cost($)	tCO_2e	m^3	Cost($)	tCO_2e	Cost	tCO_2e
Arenas								
GFL Essar Centre	2,458,542.43	$400,614.74	62.56	279,205.00 m^3	$107,289.96	539.52 t	$507,904.70	602.08 t
John Rhodes Community Centre	3,187,983.22	$494,308.93	81.13	450,368.00 m^3	$151,094.85	870.27 t	$645,403.78	951.40 t
McMeeken	349,320.00	$58,620.26	8.89	26,921.00 m^3	$10,769.22	42.20 t	$69,389.48	51.09 t
Northern Community Centre	670,342.12	$105,802.64	17.06	36,425.00 m^3	$21,550.53	52.02 t	$127,353.17	69.08 t
Outdoor Pools								
Greco Pool	27,510.67	$3,836.95	0.70	1,601.00 m^3	$170.19	3.09 t	$4,007.14	3.79 t
Manzo Pool	17,954.08	$2,618.12	0.46	-	$-	-	$2,618.12	0.46
Marinas								
Bellevue Marina	86,006.69	$11,039.07	2.19	-	$-	-	$11,039.07	2.19
Bondar Marina	76,142.21	$10,044.29	1.94	-	$-	-	$10,044.29	1.94
Senior Facilities								
Senior Drop-In (Bay)	84,653.57	$11,942.85	2.15	14,497.00 m^3	$5,732.50	28.01 t	$17,675.35	30.16 t
Other								
Ermatinger	56,169.50	$7,312.61	1.43	6,236.00 m^3	$3,323.00	12.05 t	$10,635.61	13.48 t
Bondar - Pavilion Feed	23,018.40	$3,093.27	0.59	6,496.00 m^3	$2,774.88	12.55 t	$5,868.15	13.14 t
Bondar - Stage Building Electric	7,989.73	$1,283.29	0.20	0.00 m^3	$-	0.00 t	$1,283.29	0.20 t
Norgoma	11,364.86	$1,673.27	0.29	0.00 m^3	$-	0.00 t	$1,673.27	0.29 t
402 Fifth Line E DEMO	30,835.98	$4,172.60	0.78	0.00 m^3	$-	0.00 t	$4,172.60	0.78 t
Heritage Centre Bay	96,884.69	$12,991.94	2.47	15,918.00 m^3	$6,216.16	30.76	$19,208.10	33.23 t
Plaza 1	13,955.25	$2,015.86	0.36	19,423.90 m^3	$7,363.93	37.53 t	$9,379.79	37.89 t
Plaza 2	1,789.27	$520.28	0.05	10,037.63 m^3	$3,571.19	19.40 t	$4,091.47	19.45 t
Cemetery								
Cemetery Garage	27,620.99	$4,182.69	0.70	3,091.00 m^3	$1,709.49	5.97 t	$5,892.18	6.67 t
Cemetery Chapel	108,250.70	$14,284.88	2.75	103,641.00 m^3	$45,291.31	138.94 t	$59,576.19	141.69 t

Department and Building	Electricity			Natural Gas			Total	
	Use(kWh)	Cost($)	tCO_2e	m^3	Cost($)	tCO_2e	Cost	tCO_2e
Landfill								
Landfill Administration	51,260.84	$6,863.10	1.30	28,659.00 m^3	$11,839.17	55.38 t	$18,702.27	56.68 t
Pipe Plant - 115 Industrial Par	-	$-	-	4,059 m^3	$1,679.25	7.84 t	$1,679.25	7.84 t
Landfill methane gas blower	44,305.98	$5,803.10	1.13	-	$-	-	$5,803.10	1.13
Landfill Garage	145,657.76	$20,373.72	3.71	-	$-	-	$20,373.72	3.71
HSW	34,059.57	$4,614.44	0.87	2,802.00 m^3	$1,443.45	5.41 t	$6,057.89	6.28 t
Outdoor Rinks								
Rink Central	7,266.72	$1,134.82	0.18	-	$-	-	$1,134.82	0.18
Rink Mark	9,079.07	$1,324.40	0.23	-	$-	-	$1,324.40	0.23
Rink Patrick St	10,190.40	$1,443.80	0.26	-	$-	-	$1,443.80	0.26
Parks								
Bellevue GRHS	65,350.47	$9,242.75	1.66	33,532.00 m^3	$13,657.07	64.80 t	$22,899.82	66.46 t
Bellevue Canteen	32,704.43	$4,342.98	0.83	-	$-	-	$4,342.98	0.83
Pointe Des Chenes Park	10,061.77	$1,495.84	0.26	-	$-	-	$1,495.84	0.26
James Elliott	10,545.56	$1,818.99	0.27	-	$-	-	$1,818.99	0.27
North Stand CSB	2,494.45	$567.18	0.06	-	$-	-	$567.18	0.06
Strathclair	1,931.16	$500.78	0.05	-	$-	-	$500.78	0.05
Bay Street Fountain	25,298.07	$3,207.09	0.64	-	$-	-	$3,207.09	0.64
Foster Sprinkler	9,377.61	$1,320.87	0.24	-	$-	-	$1,320.87	0.24
Esposito Park	-	$-	-	2,352.00 m^3	$1,413.22	4.54 t	$1,413.22	4.54 t
Splash Pad	5,032.60	$860.84	0.13	-	$-	-	$860.84	0.13
Public work & Transit								
PWT Sackville Road	924,461.17	$143,939.25	23.53	171,520.00 m^3	$59,327.84	331.44 t	$203,267.09	354.97 t
PWT A - 128 Sacville Rd Unit B Shop	-	$-	-	8,467.00 m^3	$3,539.99	16.36 t	$3,539.99	16.36 t
Transit Terminal	68,220.23	$8,973.67	1.74	6,043.00 m^3	$2,611.79	11.68 t	$11,585.46	13.42 t
Transit Administration	210,209.59	$35,520.54	5.35	99,554.00 m^3	$39,453.91	192.37 t	$74,974.45	197.72 t

Department and Building	Electricity			Natural Gas			Total	
	Use(kWh)	Cost($)	tCO_2e	m^3	Cost($)	tCO_2e	Cost	tCO_2e
Engineering and Planning								
Civic – Civic Centre	2,178,624.73	$335,882.17	55.44	-	$-	-	$335,882.17	55.44
Fire & Police Services								
Fire 1	138,790.81	$18,525.73	3.53	46,613.00 m^3	$17,643.04	90.07 t	$36,168.77	93.60 t
Fire 2	35,174.66	$4,769.15	0.90	6,939.00 m^3	$2,877.11	13.41 t	$7,646.26	14.31 t
Fire 3	62,247.71	$8,288.33	1.58	6,596.00 m^3	$678.05	12.75 t	$8,966.38	14.33 t
Number 4 Fire Hall – RESCUE Center	523,116.98	$81,273.58	13.31	60,057.00 m^3	$21,617.96	116.05 t	$102,891.54	129.36 t
RESC B - 65 Old GR Rd Unit B	-	$-	-	29,643.00 m^3	$11,108.12	57.28 t	$11,108.12	57.28 t
River Road - 2 Murphy St	-	$-	-	12,411.00 m^3	$4,910.12	23.98 t	$4,910.12	23.98 t
Police Administration	1,040,553.68	$164,336.08	26.48	24,482.00 m^3	$4,910.12	23.98 t	$169,246.20	50.46 t
City Police - 311 Queen	5,206.42	$905.27	0.13	0.00 m^3	$-	0.00 t	$905.27	0.13 t
Police Airport Tower	-	$-	-	0.00 m^3	$-	0.00 t	$-	0.00 t
Museum & Library								
SSM Public Library – Centennial	408,691.39	$71,912.44	10.40	37,917.00 m^3	$22,713.94	73.27 t	$94,626.38	83.67 t
Sault Ste. Marie Museum	253,772.48	$37,638.79	6.46	16,568.00 m^3	$7,132.84	32.02 t	$44,771.63	38.48 t
Total	**Use(kWh)**	**Cost($)**	**tCO_2e**	**m^3**	**Cost($)**	**tCO_2e**	**Cost**	**tCO_2e**
	13,650,020.67	**$2,127,238.24**	**347.37**	**1,575,613.53**	**$588,879.57**	**2,950.14**	**$2,716,117.81**	**3,297.51**

2022 Building Energy Consumption, Costs and tCO_2e

Year 2022								
Department and Building	**Electricity**			**Natural Gas**			**Total**	
	Use(kWh)	**Cost($)**	**tCO_2e**	**m^3**	**Cost($)**	**tCO_2e**	**Cost**	**tCO_2e**
Arenas								
GFL Essar Centre	2,674,767.99	$398,728.32	68.07	346,361.00	$202,261.71	669.29	$600,990.03	737.36
John Rhodes Community Centre	3,419,910.86	$490,689.71	87.03	504,643.00	$169,033.25	975.15	$659,722.96	1,062.18
McMeeken	395,594.67	$55,933.17	10.07	29,293.00	$13,751.39	56.60	$69,684.56	66.67
Northern Community Centre	822,575.07	$78,912.04	20.93	98,565.00	$74,772.57	190.46	$153,684.61	211.39
Outdoor Pools								
Greco	23,856.38	$3,458.01	0.61	1,321.00	$945.90	2.55	$4,403.91	3.16
Manzo	16,456.14	$2,504.97	0.42	-	$-	-	$2,504.97	0.42
Marinas								
Bellevue Marina	91,472.49	$12,224.34	2.33	-	$-	-	$12,224.34	2.33
Bondar Marina	89,582.91	$12,335.34	2.28	-	$-	-	$12,335.34	2.28
Senior Facilities								
Senior Drop-In (Bay)	144,356.89	$20,004.40	3.67	12,359.00	$7,202.51	23.88	$27,206.91	27.55
Other								
Ermatinger	55,500.98	$7,490.83	1.41	13,136.00	$3,661.62	25.38	$11,152.45	26.79
Bondar - Pavilion Feed	28,310.55	$3,977.47	0.72	5,662.00	$2,867.22	10.94	$6,844.69	11.66
Bondar - Stage Building Electric	5,205.27	$968.05	0.13	-	$ -	-	$968.05	0.13

Department and Building	Electricity			Natural Gas			Total	
	Use(kWh)	Cost($)	tCO_2e	m^3	Cost($)	tCO2e	Cost	tCO_2e
Other								
Norgoma	7,512.03	$1,238.96	0.19	-	$ -	-	$1,238.96	0.19
402 Fifth Line E DEMO	33,513.43	$4,717.62	0.85	-	$ -	-	$4,717.62	0.85
Heritage Centre Bay	86,089.99	$11,990.65	2.19	17,864.00	$9,651.42	34.52	$21,642.07	36.71
Plaza 1	13,278.62	$2,067.43	0.34	18,021.00	$10,210.39	34.82	$12,277.82	35.16
Plaza 2	790.86	$384.40	0.02	7,235.00	$79.54	13.98	$463.94	14.00
Cemetery								
Cem Garage	30,667.11	$4,745.69	0.78	3,599.00	$2,324.79	6.95	$7,070.48	7.73
Cem Chapel	106,956.52	$14,781.35	2.72	115,794.00	$71,668.52	223.76	$86,449.87	226.48
Landfill								
Landfill Administration	51,573.83	$7,165.63	1.31	2,514.00	$(1,573.98)	4.86	$5,591.65	6.17
Pipe Plant - 115 Industrial Par	-	$-	-	4,511.00	$2,606.23	8.72	$2,606.23	8.72
Landfill methane gas blower	42,096.14	$5,803.20	1.07	-	$-	-	$5,803.20	1.07
Landfill Garage	142,163.38	$20,816.05	3.62	-	$ -	-	$20,816.05	3.62
HSW	35,800.09	$5,044.06	0.91	29,019.00	$13,785.71	56.08	$18,829.77	56.99
Outdoor Rinks								
Rink Central	10,590.96	$1,642.97	0.27	-	$-	-	$1,642.97	0.27
Rink Mark	8,632.81	$1,363.63	0.22	-	$-	-	$1,363.63	0.22
Rink Patrick St	12,906.07	$1,908.50	0.33	-	$-	-	$1,908.50	0.33
Parks								
Bellevue GRHS	67,835.53	$10,005.76	1.73	40,247.00	$15,115.45	77.77	$25,121.21	79.50

Department and Building	Electricity			Natural Gas			Total	
	Use(kWh)	Cost($)	tCO_2e	m^3	Cost($)	tCO_2e	Cost	tCO_2e
Parks								
Bellevue Canteen	38,544.26	$5,290.79	0.98	-	$-	-	$5,290.79	0.98
Pointe Des Chenes Park	10,061.75	$1,601.22	0.26	-	$-	-	$1,601.22	0.26
James Elliott	14,846.48	$2,469.72	0.38	-	$-	-	$2,469.72	0.38
North Stand CSB	7,735.27	$1,228.01	0.20	-	$-	-	$1,228.01	0.20
Strathclair	3,423.21	$737.05	0.09	-	$-	-	$737.05	0.09
Bay Street Fountain	23,733.06	$3,163.13	0.60	-	$-	-	$3,163.13	0.60
Foster Sprinkler	8,548.79	$1,277.64	0.22	-	$-	-	$1,277.64	0.22
Esposito Park	-	$-	-	2,599.00	$2,238.54	5.02	$2,238.54	5.02
Splash Pad	3,682.90	$778.08	0.09	-	$-	-	$778.08	0.09
Public work & Transit								
PWT Sackville Road	884,367.93	$124,538.65	22.51	242,982.50	$88,931.06	469.53	$213,469.71	492.04
PWT A - 128 Sackville Rd Unit B Shop	-	$-	-	8,071.50	$4,019.61	15.60	$4,019.61	15.60
Transit Terminal	70,953.71	$9,655.48	1.81	5,432.00	$1,725.37	10.50	$11,380.85	12.31
Transit Administration	745,735.76	$123,917.94	18.98	112,186.00	$43,617.86	216.78	$167,535.80	235.76
Engineering and Planning								
Civic – Civic Centre	2,559,945.63	$350,703.12	65.15	-	-	-	$350,703.12	65.15
Fire & Police Services								
Fire 1	146,954.68	$20,385.32	3.74	47,192.50	$23,053.61	91.19	$43,438.93	94.93
Fire 2	34,189.22	$4,897.56	0.87	8,933.00	$4,589.12	17.26	$9,486.68	18.13

Department and Building	Electricity			Natural Gas			Total	
	Use(kWh)	Cost($)	tCO_2e	m^3	Cost($)	tCO_2e	Cost	tCO_2e
Fire & Police Services								
Fire 3	61,788.63	$8,495.54	1.57	13,640.00	$1,111.82	26.36	$9,607.36	27.93
Number 4 Fire Hall – RESCUE Center	509,095.93	$73,237.25	12.96	81,860.00	$42,971.58	158.18	$116,208.83	171.14
RESC B - 65 Old GR Rd Unit B	-	$-	-	26,582.50	$14,169.00	51.37	$14,169.00	51.37
River Road - 2 Murphy St	-	$-	-	11,296.00	$7,070.27	21.83	$7,070.27	21.83
Police Administration	1,178,578.38	$167,760.13	29.99	22,676.35	$9,666.08	43.82	$177,426.21	73.81
City Police - 311 Queen	5,768.66	$1,030.08	0.15	-	$-	-	$1,030.08	0.15
Police 132 Industrial Cres	19,975.37	$3,087.42	0.51	4,113	$2,677.88	7.95	$5,765.30	8.46
Museum & Library								
SSM Public Library – Centennial	402,883.83	$69,334.86	10.25	52,582.00	$21,096.07	101.61	$90,430.93	111.86
Sault Ste. Marie Museum	275,379.41	$36,913.85	7.01	13,615.00	$5,698.03	26.31	$42,611.88	33.32
Total	**Use(kWh)**	**Cost($)**	**tCO_2e**	**m3**	**Cost($)**	**tCO_2e**	**Cost**	**tCO_2e**
	15,404,215.06	**$2,188,317.97**	**392.03**	**1,899,792.35**	**$868,322.23**	**3,671.07**	**$3,056,640.20**	**4,063.10**

Appendix B: City of Sault Ste. Marie Corporate Fleet and Equipment Emissions Update

2017 Vehicle Fleet and Equipment Fuel Usage, Costs and tCO_2e

Department / Division	Gasoline Consumption Litres (L)	Gasoline Cost ($)	Total t CO_2e (t)	Diesel Consumption Litres (L)	Diesel Cost ($)	Total t CO_2e (t)	Total t CO_2e (t)	Total Cost	Total t CO_2e (t)
Fire - Support	15,090.53	$17,354.11	34.97	37,325.19	$42,177.46	102.58	137.55	$59,531.57	137.55
EMS - SSM	13,863.58	$15,943.12	32.12	41,284.29	$46,651.25	113.46	145.58	$62,594.37	145.58
EMS - GR	730.60	$840.19	1.69	7,210.37	$8,147.72	19.81	21.50	$8,987.91	21.50
PW - Bldgs & Equipment	200,032.15	$230,036.97	463.49	801,904.83	$906,152.46	2203.84	2667.33	$1,136,189.43	2667.33
Transit - Fleet	35,296.81	$40,591.33	83.59	838,745.62	$947,782.55	2288.73	2372.32	$988,373.88	2372.32
Transit - Parabus	69,002.18	$79,352.51	159.88	14,914.09	$16,852.92	40.99	200.87	$96,205.43	200.87
Transit - Operations	7,145.52	$8,217.35	16.56				16.56	$8,217.35	16.56
CD&ES - Cemetery	12,229.30	$14,063.70	28.34	13,619.07	$15,389.55	37.43	65.77	$29,453.25	65.77
CD&ES - Rec & Culture	157.31	$180.91	0.36				0.36	$180.91	0.36
CD&ES - McMeeken	1,777.67	$2,044.32	4.12				4.12	$2,044.32	4.12
CD&ES - JRCC	8,010.07	$ 9,211.58	18.56				18.56	$9,211.58	18.56
CD&ES - GFL	3,640.21	$4,186.24	8.43				8.43	$4,186.24	8.43
Police - Executive	1,288.50	$1,481.78	2.99				2.99	$1,481.78	2.99
Police - Support	9,674.51	$11,125.69	22.42				22.42	$11,125.69	22.42
Police - Patrol	129,128.10	148,497.31	299.20				299.20	$148,497.31	299.20
Police - Investigation	22,631.81	$26,026.58	52.44				52.44	$26,026.58	52.44
Police - Community Services	3,993.43	$4,592.44	9.25				9.25	$4,592.44	9.25
Engineering - Technical	4,844.03	$5,570.64	11.22	1,566.75	$1,770.43	4.31	15.53	$7,341.07	15.53
Engineering - Building Inspection	5,002.73	$ 5,753.14	11.59				11.59	$5,753.14	11.59

Department / Division	Gasoline Consumption Litres (L)	Gasoline Cost ($)	Total t CO_2e (t)	Diesel Consumption Litres (L)	Diesel Cost ($)	Total t CO_2e (t)	Total t CO_2e (t)	Total Cost	Total t CO_2e (t)
Engineering - By-Law Enforcement	791.37	$910.07	1.83				1.83	$910.07	1.83
2017 Staff Mileage	982.68	$5,208.20	2.28				2.28	$5,208.20	
Total	544,330.42	$631,188.18	1,265	1,756,570.21	$1,984,924.34		4,811.15	$2,616,112.52	6,076
Total less EMS	**$530,718.91**	**$614,404.87**	**$1,231.52**	**$1,708,075.55**	**$1,930,125.37**	**$4,677.88**	**$803.47**	**$763.30**	**$5,907.12**

2018 Vehicle Fleet and Equipment Fuel Usage, Costs and tCO_2e

Department / Division	2018 Gasoline Consumption (l)	2018 Gasoline Cost ($)	2018 Gasoline tCO2e	2018 Diesel Consumption (l)	2018 Diesel Cost ($)	2018 Diesel tCO2e	2018 Total Cost	2018 Total tCO2e (t)
Fire - Support Services	18,066.10	$22,943.95	41.86	37,069.77	$48,932.09	101.86	71,876.04	143.72
EMS - SSM	18,010.56	$22,873.41	41.73	36,488.32	$48,164.58	100.26	71,037.99	141.99
EMS - GR	4,226.39	$5,367.52	9.79	4,567.01	$6,028.45	12.55	11,395.97	22.34
PWT - Building & Equipment	213,235.14	$270,808.63	494.08	714,147.54	$942,674.75	2,590.31	1,213,483.38	3084.39
Transit - Fleet	40,857.72	$51,889.30	96.76	845,758.07	$1,116,400.65	3,067.68	1,168,289.95	3164.44
Transit - Para Bus	94,087.41	$119,491.01	218.01	3,431.95	$4,530.18	12.45	124,021.19	230.46
Transit - Operations	8,989.95	$11,417.24	20.83	-	$0.00	-	$11,417.24	20.83
Cemetery	12,737.49	$16,176.61	29.51	11,514.40	$15,199.01	31.64	$31,375.62	61.15
Rec & Culture - Admin	30.49	$38.72	0.07	-	$0.00	-	$16,176.61	0.07
CDES - McMeeken	1,277.72	$1,622.71	2.96	-	$0.00	-	$1,622.71	2.96
CDES - John Rhodes Arena	8,409.76	$10,680.39	19.49	-	$0.00	-	$10,680.39	19.49
CDES - GFL Memorial Gardens	3,792.35	$4,816.29	8.79	-	$0.00	-	$4,816.29	8.79
CDES - NCC	-	$0.00	-	-	$0.00	-	$0.00	-
Police - Executive	2,117.67	$2,689.44	4.91	-	$0.00	-	$2,689.44	4.91
Police - Support Services	13,893.80	$17,645.12	32.19	-	$0.00	-	$17,645.12	32.19
Police - Patrol	140,451.02	$178,372.80	325.43	-	$0.00	-	$178,372.80	325.43
Police - Investigation	28,111.30	$35,701.35	65.14	-	$0.00	-	$35,701.35	65.14
Police - Community Services	6,385.38	$8,109.43	14.80	-	$0.00	-	$8,109.43	14.8
Police Admin	-	$0.00	-	-	$0.00	-	$0.00	0

Department / Division	2018 Gasoline Consumption (l)	2018 Gasoline Cost ($)	2018 Gasoline tCO2e	2018 Diesel Consumption (l)	2018 Diesel Cost ($)	2018 Diesel tCO2e	2018 Total Cost	2018 Total tCO2e (t)
Engineering - Technical	7,727.52	$9,813.95	17.91	1,245.11	$1,643.54	3.42	$11,457.49	21.33
Engineering - Bldg Inspection	4,211.54	$5,348.65	9.76	-	$0.00	-	$5,348.65	9.76
Eng. & Planning - Bylaw Enforce	907.60	$1,152.65	2.10	-	$0.00	-	$1,152.65	2.1
Parking	-	$0.00	-	-	$0.00	-	$0.00	-
Mileage	3,075.30	$3,905.63	7.13	-	$0.00	-	$3,905.63	7.13
TOTAL	630,602.20	$800,864.80	1,463.25	1,654,222.16	$2,183,573.25	5,920.17	$2,984,438.05	7,383.42
Total less EMS	**608,365.25**	**$772,623.87**	**1,411.73**	**1,613,166.83**	**2,129,380.22**	**5,807.36**	**2,902,004.09**	**7,219.09**

2019 Vehicle Fleet and Equipment Fuel Usage, Costs and tCO_2e

Department / Division	2019 Gasoline Consumption (l)	2019 Gasoline Cost ($)	2019 Gasoline tCO_2e	2019 Diesel Consumption (l)	2019 Diesel Cost ($)	2019 Diesel tCO_2e	2019 Total Cost	2019 Total tCO_2e (t)
Fire - Support Services	16,423.24	$19,543.65	38.06	45,047.14	$57,209.87	123.82	$76,753.52	161.88
EMS - SSM	2,135.59	$2,541.35	4.95	2,064.40	$2,621.79	5.67	$5,163.14	10.62
EMS - GR	606.30	$721.50	1.41	199.52	$253.39	0.55	$974.89	1.96
PWT - Building & Equipment	214,596.45	$255,369.77	497.30	808,876.45	$1,027,273.09	2,223.41	$1,282,642.86	2720.71
Transit - Fleet	49,986.94	$59,484.46	118.40	856,300.73	$1,087,501.93	2,337.06	$1,146,986.39	2455.46
Transit - Para Bus	103,671.97	$123,369.65	240.24	2,864.91	$3,638.43	7.87	$127,008.08	248.11
Transit - Operations	3,016.04	$3,589.09	6.99	-	$0.00	-	$3,589.09	6.99
Cemetery	15,552.34	$18,507.29	36.04	12,721.02	$16,155.70	34.97	$34,662.99	71.01
Rec & Culture - Admin	201.65	$239.96	0.47	-	$0.00	-	$239.96	0.47
CDES - McMeeken	414.14	$492.83	0.96	-	$0.00	-	$492.83	0.96
CDES - John Rhodes Arena	8,167.82	$$9,719.70	18.93	-	$0.00	-	$9,719.70	18.93
CDES - GFL Memorial Gardens	4,380.30	$5,212.56	10.15	-	$0.00	-	$5,212.56	10.15
CDES - NCC	-	$0.00	-	-	$0.00	-	$0.00	0
Police - Executive	3,629.53	$4,319.14	8.41	-	$0.00	-	$4,319.14	8.41
Police - Support Services	17,695.66	$21,057.83	41.01	-	$0.00	-	$21,057.83	41.01
Police - Patrol	135,725.18	$161,512.97	314.52	-	$0.00	-	$161,512.97	314.52
Police - Investigation	23,212.61	$27,623.00	53.79	-	$0.00	-	$27,623.00	53.79
Police - Community Services	3,869.24	$4,604.40	8.97	-	$0.00	-	$4,604.40	8.97
Police Admin	-	$0.00	-	-	$0.00	-	$0.00	0

Department / Division	2019 Gasoline Consumption (l)	2019 Gasoline Cost ($)	2019 Gasoline tCO_2e	2019 Diesel Consumption (l)	2019 Diesel Cost ($)	2019 Diesel tCO_2e	2019 Total Cost	2019 Total tCO_2e (t)
Engineering - Technical	8,158.03	$9,708.05	18.91	420.35	$533.84	1.16	$10,241.89	20.07
Engineering - Bldg Inspection	5,541.03	$6,593.82	12.84	-	$0.00	-	$6,593.82	12.84
Eng. & Planning - Bylaw Enforce	958.26	$1,140.33	2.22	-	$0.00	-	$1,140.33	2.22
Parking	45.77	$54.47	0.11	-	$0.00	-	54.47	0.11
Mileage	3,364.49	$4,003.74	7.80	-	$0.00	-	$4,003.74	7.8
TOTAL	**621,352.57**	**$739,409.56**	**1,442.48**	**1,728,494.52**	**$2,195,188.04**	**4,734.51**	**$2,934,597.60**	**6,176.99**
Total less EMS	**618,610.68**	**$736,146.71**	**1,436.12**	**1,726,230.60**	**$2,192,312.86**	**4,728.29**	**$2,928,459.57**	**6,164.41**

2020 Vehicle Fleet and Equipment Fuel Usage, Costs and tCO_2e

Department / Division	2020 Gasoline Consumption (l)	2020 Gasoline Cost ($)	2020 Gasoline tCO_2e	2020 Diesel Consumption (l)	2020 Diesel Cost ($)	2020 Diesel tCO_2e	2020 Total Cost	2020 Total tCO_2e (t)
Fire - Support Services	10,343.70	$10,964.32	24.50	25,354.51	$27,636.42	69.67	$38,600.74	94.17
PWT - Building & Equipment	209,556.11	$222,129.48	485.62	712,307.44	$776,415.11	1,957.25	$1,000,252.22	2,442.90
Transit - Fleet	35,848.30	$37,999.20	83.07	719,302.31	$784,039.52	1,976.47	$822,038.72	2,059.54
Transit - Para Bus	83,686.65	$88,707.85	193.93	861.46	$938.99	2.37	$89,646.84	196.30
Transit - Operations	1,204.53	$1,276.80	2.79	-	$0.00	-	$1,276.80	2.79
Cemetery	14,437.12	$15,303.35	33.46	8,914.93	9,717.27	24.50	$25,020.62	57.96
Rec & Culture - Admin	33.98	$36.02	0.08	-	$0.00	-	$36.02	0.08
CDES - McMeeken	107.46	$113.91	0.25	-	$0.00	-	$113.91	0.25
CDES - John Rhodes Arena	7,441.82	$7,888.33	17.25	-	$0.00	-	$7,888.33	17.25
CDES - GFL Memorial Gardens	4,465.70	$4,733.64	10.35	-	$0.00	-	$4,733.64	10.35
CDES - NCC	-	$0.00	-	-	$0.00	-	$0.00	-
Police - Executive	7,103.89	$7,530.12	16.46	-	$0.00	-	$7,530.12	16.46
Police - Support Services	22,356.06	$23,697.42	51.81	-	$0.00	-	$23,697.42	51.81
Police - Patrol	173,890.25	$184,323.66	402.97	-	$0.00	-	$184,323.66	402.97
Police - Investigation	27,877.74	$29,550.40	64.60	-	$0.00	-	$29,550.40	64.60
Police - Community Services	6,237.38	$6,611.62	14.45	-	$0.00	-	$6,611.62	14.45
Police Admin	-	$0.00	-	-	$0.00	-	$0.00	-
Engineering - Technical	7,224.81	$7,658.30	16.74	108.61	$118.39	0.30	$7,776.69	17.04
Engineering - Bldg Inspection	4,320.04	$4,579.24	10.23	-	$0.00	-	$4,579.24	10.23

Department / Division	2020 Gasoline Consumption (l)	2020 Gasoline Cost ($)	2020 Gasoline tCO_2e	2020 Diesel Consumption (l)	2020 Diesel Cost ($)	2020 Diesel tCO_2e	2020 Total Cost	2020 Total tCO_2e (t)
Eng. & Planning - Bylaw Enforce	1,132.62	$1,200.58	2.68	-	$0.00	-	$1,200.58	2.68
Mileage	2,416.42	$2,561.41	5.72	-	$0.00	-	$2,561.41	5.72
TOTAL	**619,684.58**	**$656,865.65**	**1,436.96**	**1,466,849.27**	**$1,598,865.70**	**4,030.56**	**$2,255,731.35**	**5,467.52**

2021 Vehicle Fleet and Equipment Fuel Usage, Costs and tCO_2e

Department / Division	2021 Gasoline Consumption (l)	2021 Gasoline Cost ($)	2021 Gasoline tCO_2e	2021 Diesel Consumption (l)	2021 Diesel Cost ($)	2021 Diesel tCO_2e	2021 Auto Propane Consumption (l)	2021 Auto Propane Cost	2021 Auto Propane tCO_2e	2021 Total Cost	2021 Total tCO_2e (t)
Fire - Support Services	11,350.28	$15,549.88	26.30	36,906.54	$49,454.77	101.41	-	$0.00	-	$65,004.65	127.71
EMS - SSM	-	$0.00	-	-	$0.00	-	-	$0.00	-	$0.00	-
EMS - GR	-	$0.00	-	-	$0.00	-	-	$0.00	-	$0.00	-
PWT - Building & Equipment	222,953.33	$305,446.06	516.66	667,441.54	$894,371.66	1,833.97	17.16	$1,707.63	0.03	$1,201,525.35	2,350.66
Transit - Fleet	51,853.45	$71,039.22	122.82	732,907.95	$982,096.65	1,999.55	-	$0.00	-	$1,053,135.87	2,122.37
Transit - Para Bus	76,894.18	$105,345.03	178.19	16,402.99	$21,980.00	45.07	-	$0.00	-	$127,325.03	223.26
Transit - Operations	820.61	$1,124.24	1.90	-	$0.00	-	-	$0.00	-	$1,124.24	1.90
Cemetery	12,576.63	$17,229.98	29.15	11,244.16	$15,067.18	30.90	-	$0.00	-	$32,297.16	60.05
Rec & Culture - Admin	204.64	$280.35	0.48	-	$0.00	-	-	$0.00	-	$280.35	0.48
CDES - McMeeken		$0.00		-	$0.00	-	-	$0.00	-	$0.00	-
CDES - John Rhodes Arena	6,859.09	$9,396.95	15.89	-	$0.00	-	-	$0.00	-	$9,396.95	15.89
CDES - GFL Memorial Gardens	4,283.09	$5,867.84	9.93	-	$0.00	-	-	$0.00	-	$5,867.84	9.93
CDES - NCC	-	$0.00		-	$0.00	-	-	$0.00	-	$0.00	-
Police - Executive	11,380.24	$15,590.93	26.37	-	$0.00	-	-	$0.00	-	$15,590.93	26.37
Police - Support Services	22,495.64	$30,819.03	52.13	-	$0.00	-	-	$0.00	-	$30,819.03	52.13
Police - Patrol	137,356.75	$188,178.75	318.31	-	$0.00	-	-	$0.00	-	$188,178.75	318.31
Police - Investigation	25,737.54	$35,260.43	59.64	-	$0.00	-	-	$0.00	-	$35,260.43	59.64

Department / Division	2021 Gasoline Consumption (l)	2021 Gasoline Cost ($)	2021 Gasoline tCO_2e	2021 Diesel Consumption (l)	2021 Diesel Cost ($)	2021 Diesel tCO_2e	2021 Auto Propane Consumption (l)	2021 Auto Propane Cost	2021 Auto Propane tCO_2e	2021 Total Cost	2021 Total tCO_2e (t)
Police - Community Services	5,525.12	$7,569.41	12.80	-	$0.00	-	-	$0.00	-	$7,569.41	12.80
Police Admin	-	$0.00	-	-	$0.00	-	-	$0.00	-	$0.00	-
Engineering - Technical	7,425.44	$10,172.85	17.21	-	$0.00	-	-	$0.00	-	$10,172.85	17.21
Engineering - Bldg Inspection	4,474.70	$6,130.34	10.37	-	$0.00	-	-	$0.00	-	$6,130.34	10.37
Eng. & Planning - Bylaw Enforce	1,150.66	$1,576.40	2.67	-	$0.00	-	-	$0.00	-	$1,576.40	2.67
Mileage	1,761.28	$2,360.11	4.08	-	$0.00	-	-	$0.00	-	$2,360.11	4.08
TOTAL	**605,102.66**	**$828,937.80**	**1,404.90**	**1,464,903.18**	**$1,962,970.26**	**4,010.90**	**17.16211055**	**1707.63**	**0.03**	**$2,793,615.69**	**5,415.83**

2022 Vehicle Fleet and Equipment Fuel Usage, Costs and tCO_2e

The author of this report estimated 2022 fleet and equipment fuel usage and costs by averaging costs and emissions over the last five years of data.

tCO2e						
	2017	**2018**	**2019**	**2020**	**2021**	**2022**
Fleet and Equipment	5,909.40	7,219.09	6,164.41	5,467.52	5,412.78	6,034.64

Costs						
	2017	**2018**	**2019**	**2020**	**2021**	**2022**
Fleet and Equipment	$ 2,544,530.24	$2,902,004.09	$ 2,928,459.57	$2,255,731.35	$ 2,793,615.69	$ 2,684,868.19

Final numbers will be reconciled once 2022-year end is received from the City's finance department.

Appendix C: City of Sault Ste. Marie Corporate Outdoor Lighting Emissions Update

2017 Outdoor Lighting Consumption, Cost and tCO_2e

Outdoor Lighting Group Name	Total Electricity (kWh)	Total Costs	Total tCO_2e
Traffic Lights			
Main	325,628	$51,675.76	5.63
Bruce Street	2,073	$517.04	0.04
Carmen's Ways	2,742	$608.66	0.05
Great Northern Road	3,011	650.38	0.05
Second Line W (312)	3,088	$656.24	0.05
Lyons	2,066	$500.68	0.04
Traffic- 818 Wellington St. East	3,836	$755.50	0.07
Total	342,443	55,364	6
Street Lights			
Main	2,277,577	$853,805.66	39.4
St. Mary's River Park	26,547	$3,494.96	0.46
Foster Drive	3,115.79	$617.25	0.05
Total	2,307,240	857,918	40
Parking Lots			
King Street	15,753.81	$2,220.13	0.27
Spring Street	3280.94	$684.31	0.06
Brock Street	13,605.42	$2,119.88	0.24
Bruce Street KIOSK	1,513.05	$450.85	0
Bruce Street Lot	122.54	$242.49	0
Queen Street KIOSK	2,624.20	$607.18	0.05
Bingham	4,235.01	$799.41	0.07
Sackville	1,337.64	$396.72	0.02
Civic Lot	17,704.98	$2,411.86	0.31
West Korah Cemetery	9.37	$229.08	0
Mausoleum	21,894.46	$3,320.90	0.38
Pointe Des Chenes	5,594.43	$864.64	0.1
Bay Street Lights	65.30	$217.95	0
Total	87,741.15	14,565.40	1.50
Hub Trail Lights			
Hub Trail Texas Lights	1,149.36	$828.14	0.02
Hub Trail Northwood Lights	533.54	$294.85	0.01
Hub Trail Bay Lights	4,713.70	$816.64	0.08
Hub Trail Church Lights	20,329.12	$2,752.38	0.35
Hub Trail Queen Street E Lights	1,715.71	394.04	0.03
Total	28,441.43	5,086.05	0.49
Total (All Outdoor)	2,765,865.68	$932,933.58	47.83

2018 Outdoor Lighting Consumption, Cost and tCO_2e

Outdoor Lighting Group Name	Total Electricity(kWh)	Total Costs	tCO_2e
Traffic Lights			
Traffic Lights Main	-	$33,649.75	-
Traffic Lights Bruce Street	2,157.46	$491.36	0.06
Traffic Lights Carmen's Way	3,191.91	$612.36	0.09
Traffic Lights Great Northern Road	-	$-	-
Traffic Lights 312 Second Line West	-	$49.92	-
Traffic Lights Lyons	-	$205.41	-
Traffic- 818 Wellington St. East	4,736.99	$793.42	0.14
Traffic - 742 Great Northern Rd	-	$-	-
Traffic - 543 Trunk Rd	-	$- -	
Traffic - John St.	-	$-	
Traffic - Black Rd	-	$-	
Traffic - Pine St.	-	$-	
T-Lts Pine St	-	$- -	
Traffic - Queen St. E	-	$- -	
Traffic Queen St. E	-	$-	-
Traffic Second Line E	-	$-	-
Traffic - St George's Ave	-	$-	-
Traffic Second Line E	-	$-	-
Traffic - Bay St.	-	$-	-
Traffic light - 180 BAY ST	-	$-	-
Traffic light - 384 BAY ST	-	$-	-
Traffic light - 70 EAST ST	-	$-	-
Traffic light - 542 BAY ST	-	$-	-
Traffic Light - 439 GRT NORTHERN RD	-	$-	-
Black Rd - Traffic	-	$-	-
Total	10,086.36	$35,802.22	0.29
Street Lights			
Street Lights Main	2,388,478.03	$794,035.31	70.57
Street Lights St. Mary's Drive	27,675.61	$3,157.99	0.82
Street Lights Foster Drive	9,600.48	$1,396.35	0.28
639 Black Rd - Streetlights	-	$-	-
42 Queen St E - streetlights	-	$-	-
Slts - Mary	-	$-	-
SLTS - 57 DES CHENES DR	5,327.68	$809.35	0.16
Total	2,431,081.80	$799,399.00	71.83
Parking Lots			
PkLts King	12,190.92	$1,557.07	0.36
PkLts Spring	3,727.36	$668.41	0.11
PkLts Brock	13,138.25	$1,831.39	0.39
Bruce Street KIOSK	1,485.00	$415.93	0.04
Bruce Street Lot	248.01	$262.07	0.01
Queen Street KIOSK	2,425.19	$523.65	0.07
PkLts Bingham	4,384.47	$739.46	0.13

Outdoor Lighting Group Name	Total Electricity(kWh)	Total Costs	tCO_2e
Traffic Lights			
Sackville Parking Lot	1,425.69	$389.58	0.04
Civic Centre East Parking Lot	17,964.31	$2,127.11	0.53
West Korah Cemetery Parking Lot	13.92	$237.87	-
Mausoleum	18,859.00	$2,418.09	0.56
Pointe Des Chenes	-	$650.88	-
Bay Street Lights	51.96	$239.25	-
Total	75,914.08	$12,060.76	2.24
Hub Traill Lights			
Hub Trail Texas	1,378.29	$381.54	0.04
Hub Trail Northwood	525.13	$290.32	0.02
Hub - 542 Bay St	-	$680.97	-
Hub - 32 Bay St	20,714.67	$2,415.55	0.61
Hub - 440 Bay St	332.73	$267.28	0.01
Hub - 269 Bay St	-	$-	-
Hub - 648 Bay St	-	$-	-
Hub Trail Church	-	$-	-
Hub Trail Queen St	-	$-	-
Hub Trail	-	$-	-
Total	22,950.82	$4,035.66	0.68
Sentinel Light			
Sentinel Bocci	-	$867.84	-
Sentinel Greenwood	-	$216.96	-
972 Second Line 2 Sentinel	-	$- -	
Total(All Outdoor)	2,540,033.06	$852,382.44	75.04

2019 Outdoor Lighting Consumption, Cost and tCO_2e

Outdoor Lighting Group Name	Total Electricity(kWh)	Total Costs	tCO_2e
Traffic Lights			
Traffic Lights Main	178,659.11	$22,668.39	5.44
Traffic Lights Bruce Street	2,108.83	$506.14	0.06
Traffic Lights Carmen's Way	3,234.89	$619.15	0.10
Traffic Lights Great Northern Road	1,540.77	$438.39	0.05
Traffic Lights 312 Second Line West	3,899.50	$719.94	0.12
Traffic Lights Lyons	3,036.87	$618.03	0.09
Traffic- 818 Wellington St. East	4,678.30	$809.97	0.14
Traffic - 742 Great Northern Rd	2,289.00	$435.38	0.07
Traffic - 543 Trunk Rd	3,440.46	$665.62	0.10
Traffic - John St.	3,123.17	$605.71	0.10
Traffic - Black Rd	1,843.16	$477.47	0.06
Traffic - Pine St.	3,278.54	$645.22	0.10
T-Lts Pine St	4,474.95	$179.80	0.14
Traffic - Queen St. E	3,031.47	$613.48	0.09
Traffic Queen St. E	2,777.37	$584.72	0.08
Traffic Second Line E	3,434.28	$661.94	0.10
Traffic - St George's Ave	4,200.09	$754.53	0.13
Traffic Second Line E	3,434.28	$661.94	0.10
Traffic - Bay St.	1,283.36	$448.93	0.04
Traffic light - 180 BAY ST	-	$-	-
Traffic light - 384 BAY ST	-	$-	-
Traffic light - 70 EAST ST	-	$-	-
Traffic light - 542 BAY ST	-	$-	-
Traffic Light - 439 GRT NORTHERN RD	-	$-	-
Black Rd - Traffic	1,843.16	$477.47	0.06
Total	235,611.56	$33,592.22	7.17
Street Lights			
Street Lights Main	2,398,418.33	$635,219.19	73.09
Street Lights St. Mary's Drive	26,950.75	$3,106.40	0.82
Street Lights Foster Drive	21,338.83	$2,814.60	0.65
639 Black Rd - Streetlights	3,473.96	$605.09	0.11
42 Queen St E - streetlights	1,034.42	$416.38	0.03
Slts - Mary	-	$216.96	-
SLTS - 57 DES CHENES DR	-	$596.64	-
Total	2,451,216.29	$642,975.26	74.70
Parking Lots			
PkLts King	19,151.96	2,299.05	0.58
PkLts Spring	4,149.59	740.25	0.13
PkLts Brock	8,003.67	6,507.16	0.24

Outdoor Lighting Group Name	Total Electricity(kWh)	Total Costs	tCO_2e
Parking Lots			
Bruce Street KIOSK	2,021.81	503.91	0.06
Bruce Street Lot	553.92	314.27	0.02
Queen Street KIOSK	2,448.72	554.29	0.07
PkLts Bingham	4,304.55	757.39	0.13
Sackville Parking Lot	1,305.53	404.69	0.04
Civic Centre East Parking Lot	15,590.68	$1,898.70	0.48
West Korah Cemetery Parking Lot	13.05	$257.67	-
Mausoleum	25,711.56	$3,222.79	0.78
Pointe Des Chenes	-	$-	-
Bay Street Lights	50.56	$262.08	-
Total	83,305.60	$17,722.25	2.53
Hub Trail Lights			
Hub Trail Texas	1,319.84	$398.13	0.04
Hub Trail Northwood	542.89	$315.19	0.10
Hub - 542 Bay St	-	$-	-
Hub - 32 Bay St	-	$256.71	-
Hub - 440 Bay St	-	$	-
Hub - 269 Bay St	-	$-	-
Hub - 648 Bay St	-	$-	-
Hub Trail Church	18,549.35	$2,236.19	
Hub Trail Queen St	2,275.32	$477.48	0.57
Hub Trail	4,455.58	$726.52	0.14
Total	27,142.98	$4,410.22	0.85
Sentinel Light			
Sentinel Bocci	-	$867.84	-
Sentinel Greenwood	-	$216.96	-
972 Second Line 2 Sentinel	-	$-	-
Outdoor Lighting Group Name	**Total Electricity(kWh)**	**Total Costs**	**tCO_2e**
Total(All Outdoor)	2,797,276.43	$699,784.75	85.25

2020 Outdoor Lighting Consumption, Cost and tCO_2e

Outdoor Lighting Group Name	Total Electricity(kWh)	Total Costs	tCO_2e
Traffic Lights			
Traffic Lights Main	165,425.78	$23,052.32	5.04
Traffic Lights Bruce Street	2,008.28	$461.14	0.06
Traffic Lights Carmen's Way	3,794.88	$681.08	0.12
Traffic Lights Great Northern Road	-	$208.96	-
Traffic Lights 312 Second Line West	3,814.83	$684.81	0.12
Traffic Lights Lyons	2,932.27	$574.62	0.09
Traffic- 818 Wellington St. East	4,168.65	$732.39	0.13
Traffic - 742 Great Northern Rd	2,289.00	$426.65	0.07
Traffic - 543 Trunk Rd	3,436.55	$636.82	0.10
Traffic - John St.	3,316.24	$622.02	0.10
Traffic - Black Rd	832.25	$210.51	0.03
Traffic - Pine St.	3,103.30	$597.11	0.09
T-Lts Pine St	4,014.23	$711.25	0.12
Traffic - Queen St. E	2,878.96	$569.51	0.09
Traffic Queen St. E	-	$--	-
Traffic Second Line E	3,594.30	$658.49	0.11
Traffic - St George's Ave	4,196.84	$732.15	0.13
Traffic Second Line E	3,594.30	$658.49	0.11
Traffic - Bay St.	31.56	$48.98	-
Traffic light - 180 BAY ST	-	$--	-
Traffic light - 384 BAY ST	-	$--	-
Traffic light - 70 EAST ST	-	$--	-
Traffic light - 542 BAY ST	-	$--	-
Traffic Light - 439 GRT NORTHERN RD	-	$--	-
Black Rd - Traffic	832.25	$210.51	
Total	214,264.47	$32,477.81	6.51
Street Lights			
Street Lights Main	2,447,483.31	$631,182.96	74.58
Street Lights St. Mary's Drive	23,233.33	$2,955.52	0.71
Street Lights Foster Drive	19,789.20	$2,705.84	0.60
639 Black Rd - Streetlights	450.72	$268.00	0.01
42 Queen St E - streetlights	866.76	$376.16	0.03
Slts - Mary	-	$216.96	-
SLTS - 57 DES CHENES DR	-	$650.88	-
Total	2,491,823.32	$638,356.32	75.93
Parking Lots			
PkLts King	18,722.23	$2,469.25	0.57
PkLts Spring	3,927.89	$701.72	0.12
PkLts Brock	8,284.27	$1,243.94	0.25
Bruce Street KIOSK	1,934.95	$455.76	0.06
Bruce Street Lot	562.63	$276.76	0.02
Queen Street KIOSK	2,123.81	$478.84	0.06

Outdoor Lighting Group Name	Total Electricity(kWh)	Total Costs	tCO_2e
Parking Lots			
PkLts Bingham	4,718.53	$805.96	0.14
Sackville Parking Lot	1,468.30	$392.46	0.04
Civic Centre East Parking Lot	12,263.67	$1,695.03	0.37
West Korah Cemetery Parking Lot	9.79	$192.53	-
Mausoleum	24,468.29	$3,220.55	0.75
Pointe Des Chenes	50,874.77	$7,151.55	1.55
Bay Street Lights	150.19	$226.60	-
Total	129,509.32	$19,310.95	3.93
Hub Trail Lights			
Outdoor Lighting Group Name	950.17	$321.92	0.03
Traffic Lights	927.94	$323.85	0.03
Outdoor Lighting Group Name	36.12	$88.43	-
Traffic Lights	0.21	$107.87	-
Outdoor Lighting Group Name	16.81	$64.23	-
Traffic Lights	0.11	$62.00	-
Outdoor Lighting Group Name	5.17	$62.65	-
Traffic Lights	20,105.00	$2,635.01	0.61
Outdoor Lighting Group Name	2,530.41	$512.82	0.08
Traffic Lights	-	$209.16	-
Total	24,571.94	$4,387.94	0.75
Sentinel Light			
Sentinel Bocci	-	$867.84	-
Sentinel Greenwood	-	$216.96	-
972 Second Line 2 Sentinel	-	$433.92	-
Outdoor Lighting Group Name	**Total Electricity(kWh)**	**Total Costs**	**tCO_2e**
Total(All Outdoor)	2,860,169.05	$695,617.82	87.12

2021 Outdoor Lighting Consumption, Cost and tCO_2e

Outdoor Lighting Group Name	Total Electricity(kWh)	Total Costs	tCO_2e (2021)
Traffic Lights			
Traffic Lights Main	158,482.12	$21,876.66	4.03
Traffic Lights Bruce Street	1,995.40	$507.32	0.05
Traffic Lights Carmen's Way	3,635.67	$710.64	0.09
Traffic Lights Great Northern Road	-	$255.30	0.00
Traffic Lights 312 Second Line West	3,702.76	$720.96	0.09
Traffic Lights Lyons	2,824.87	$609.23	0.07
Traffic- 818 Wellington St. East	3,469.07	$695.28	0.07
Traffic - 742 Great Northern Rd	2,289.00	$465.85	0.06
Traffic - 543 Trunk Rd	3,362.98	$678.27	0.09
Traffic - John St.	3,228.97	$659.40	0.08
Traffic - Black Rd	2,134.64	$525.47	0.05
Traffic - Pine St.	3,082.00	$643.08	0.08
T-Lts Pine St	4,094.62	$771.51	0.10
Traffic - Queen St. E	2,879.04	$615.51	0.07
Traffic Queen St. E	2,648.48	$586.31	0.07
Traffic Second Line E	3,528.25	$701.88	0.09
Traffic - St George's Ave	4,150.14	$774.82	0.11
Traffic Second Line E	3,540.48	$703.18	0.09
Traffic - Bay St.	4,575.87	$826.12	0.12
Traffic light - 180 BAY ST	4,168.61	$776.80	0.11
Traffic light - 384 BAY ST	3,197.45	$657.00	0.08
Traffic light - 70 EAST ST	4,300.88	$833.58	0.08
Traffic light - 542 BAY ST	5,582.35	$952.29	0.14
Traffic Light - 439 GRT NORTHERN RD	5,198.98	$877.61	0.13
Black Rd - Traffic	4,852.73	$867.60	0.12
Total	240,925.36	$38,291.67	6.07
Street Lights			
Street Lights Main	2,442,368.04	614,160.06	62.15 t
Street Lights St. Mary's Drive	28,645.98	3,629.81	0.73 t
Street Lights Foster Drive	11,512.72	1,655.60	0.29 t
639 Black Rd - Streetlights	1,123.07	377.27	0.03 t
42 Queen St E - Streetlights	622.29	452.53	0.02 t
Slts - Mary	-	216.96	-
SLTS - 57 DES CHENES DR	-	650.88	-
Total	2,484,272.10 kWh	621,143.11	63.22
Outdoor Lighting Group Name	**Total Electricity(kWh)**	**Total Costs**	**tCO_2e (2021)**
Parking Lots			
PkLts King	17,995.84	$2,314.17	0.46
PkLts Spring	3,110.49	$630.90	0.08

Outdoor Lighting Group Name	Total Electricity(kWh)	Total Costs	tCO_2e (2021)
Parking Lots			
PkLts Brock	7,889.35	$1,205.90	0.20
Bruce Street KIOSK	1,421.01	$434.08	0.04
Bruce Street Lot	557.35	$315.75	0.01
Queen Street KIOSK	2,007.28	$499.74	0.05
PkLts Bingham	4,776.36	$846.25	0.12
Sackville Parking Lot	1,266.05	$401.32	0.03
Civic Centre East Parking Lot	14,251.18	$1,882.93	0.36
West Korah Cemetery Parking Lot	12.36	$254.26	-
Mausoleum	19,233.56	$2,603.34	0.49
Pointe Des Chenes	111.25	$1,173.68	-
Bay Street Lights	230.72	$279.47	0.01
Total	72,862.80	$12,841.79	1.85
Hub Trail Lights			
Hub Trail Texas	785.61	344.80	0.02
Hub Trail Northwood	1,284.46	401.90	0.03
Hub - 542 Bay St	703.78	333.49	0.02
Hub - 32 Bay St	1,198.19	388.67	0.03
Hub - 440 Bay St	1,294.57	399.20	0.03
Hub - 269 Bay St	1,090.70	376.50	0.03
Hub - 648 Bay St	813.86	345.04	0.02
Hub Trail Church	18,953.13	2,428.46	0.36
Hub Trail Queen St	2,582.10	547.80	0.05
Hub Trail	-	252.10	-
Total	28,706.40 kWh	5,817.96	0.59
Sentinel Light			
Sentinel Bocci	-	$867.84	-
Sentinel Greenwood	-	$216.96	-
972 Second Line 2 Sentinel	-		-
Outdoor Lighting Group Name	**Total Electricity(kWh)**	**Total Costs**	**tCO_2e (2021)**
Total(All Outdoor)	2,826,766.66	$679,179.33	71.73

2022 Outdoor Lighting Consumption, Cost and tCO_2e

Outdoor Lighting Group Name	Total Electricity(kWh)	Total Costs	tCO_2e
Traffic Lights			
Traffic Lights Main	158,057.64	$22,899.14	4.20
Traffic Lights Bruce Street	1,907.97	$528.84	0.05
Traffic Lights Carmen's Way	3,767.11	$768.17	0.10
Traffic Lights Great Northern Road	0.00	$274.32	0.00
Traffic Lights 312 Second Line West	3,788.31	$772.60	0.10
Traffic Lights Lyons	2,908.44	$655.83	0.07
Traffic- 818 Wellington St. East	2,808.57	$648.72	0.07
Traffic - 742 Great Northern Rd	2,289.00	$492.45	0.06
Traffic - 543 Trunk Rd	3,538.23	$739.15	0.09
Traffic - John St.	3,410.59	$720.48	0.09
Traffic - Black Rd	2,142.96	$557.96	0.05
Traffic - Pine St.	3,303.78	$708.04	0.08
T-Lts Pine St	4,302.60	$837.71	0.11
Traffic - Queen St. E	3,683.81	$756.53	0.09
Traffic Queen St. E	3,483.79	$731.80	0.09
Traffic Second Line E	3,806.17	$776.79	0.10
Traffic - St George's Ave	4,570.66	$872.74	0.12
Traffic Second Line E	3,436.71	$726.44	0.09
Traffic - Bay St.	4,915.73	$914.66	0.13
Traffic light - 180 BAY ST	5,820.93	$1,028.77	0.15
Traffic light - 384 BAY ST	3,583.52	$743.28	0.09
Traffic light - 70 EAST ST	5,141.35	$948.17	0.13
Traffic light - 542 BAY ST	6,719.06	$1,150.04	0.17
Traffic Light - 439 GRT NORTHERN RD	7,135.95	$1,176.62	0.18
Black Rd - Traffic	7,915.06	$1,308.49	0.20
Total	252,437.94	$41,737.74	6.61
Street Lights			
Street Lights Main	2,402,240.74	$551,672.28	61.13
Street Lights St. Mary's Drive	28,635.90	$3,738.45	0.73
Street Lights Foster Drive	3,802.67	$737.00	0.10
639 Black Rd - Streetlights	3,540.56	$692.21	0.09
42 Queen St E - streetlights	1,381.19	$559.46	0.04
Slts - Mary	0.00	$216.96	0.00
SLTS - 57 DES CHENES DR	0.00	$650.88	0.00
Total	**2,439,601.06**	**$558,267.24**	**62.09**

Outdoor Lighting Group Name	Total Electricity(kWh)	Total Costs	tCO_2e
Parking Lots			
PkLts King	17,577.88 kWh	2,372.64	0.45
PkLts Spring	3,816.84 kWh	762.32	0.10
PkLts Brock	6,873.18 kWh	1,120.83	0.17
Bruce Street KIOSK	2,056.61 kWh	545.86	0.01
Bruce Street Lot	561.29 kWh	341.21	0.01
Queen Street KIOSK	2,446.95 kWh	595.04	0.06
PkLts Bingham	591.25 kWh	218.95	0.02
Sackville Parking Lot	1,213.20 kWh	417.22	0.03
Civic Centre East Parking Lot	13,309.40 kWh	1,863.55	0.34
West Korah Cemetery Parking Lot	8.95 kWh	276.39	0.00
Mausoleum	22,788.02 kWh	3,225.61	0.58
Pointe Des Chenes	10,061.75 kWh	1,601.22	0.26
Bay Street Lights	801.70 kWh	376.77	0.02
Total	82,107.02 kWh	13,717.61	2.05
Hub Traill Lights			
Hub Trail Texas	1,392.63 kWh	439.10	0.04
Hub Trail Northwood	1,356.37 kWh	436.20	0.03
Hub - 542 Bay St	709.35 kWh	360.17	0.02
Hub - 32 Bay St	1,207.63 kWh	418.23	0.03
Hub - 440 Bay St	0.00 kWh	275.09	0.00
Hub - 269 Bay St	1,106.64 kWh	406.33	0.03
Hub - 648 Bay St	825.96 kWh	373.05	0.02
Hub Trail Church	20,583.65 kWh	2,736.88	0.52
Hub Trail Queen St	1,790.02 kWh	486.17	0.05
Hub Trail	0.00 kWh	275.00	0.00
Total	28,972.25 kWh	6,206.22	0.74
Sentinel Light			
Sentinel Bocci	0.00 kWh	867.84	0.00
Sentinel Greenwood	0.00 kWh	216.96	0.00
972 Second Line 2 Sentinel	0.00 kWh	433.92	
Outdoor Lighting Group Name	**Total Electricity(kWh)**	**Total Costs**	**tCO_2e**
Total(All Outdoor)	2,803,118.27 kWh	621,013.61	71.49

Appendix D: City of Sault Ste. Marie Corporate Water / Wastewater Emissions Update

2017 Wastewater Consumption, Cost and tCO_2e

Facility Group	Electricity Total (kWh)	Total Cost ($)	Total tCO2e	Natural Gas (m3)	Total Costs ($)	Total tCO2e	Total Costs ($)	Total tCO2e
Pump Stations (At Grade)								
Gore Street	6,882.94	$1,214.18	0.12				$1,214.18	0.12
Bonney Street	22,224.55	$3,366.17	0.38				$3,366.17	0.38
Muriel	19,974.95	$2,990.16	0.35				$2,990.16	0.35
Huron	5,103.36	$943.15	0.09				$943.15	0.09
Lower Lake	2,310.76	$492.84	0.04				$492.84	0.04
Pine Street	13,786.24	$2,203.14	0.24				$2,203.14	0.24
McGregor	2,889.11	$646.38	0.05				$646.38	0.05
Foster Drive	27,102.77	$3,565.99	0.47				$3,565.99	0.47
Landfill	153,345.00	$25,678.57	2.65				$25,678.57	2.65
Varsity	6,652.02	$1,171.90	0.12				$1,171.90	0.12
Fort Creek	8,866.58	$1,511.27	0.15				$1,511.27	0.15
Tallack	3,291.39	$748.48	0.06				$748.48	0.06
Mary	5,492.77	$1,012.82	0.1				$1,012.82	0.1
Industrial Court B	7,429.52	$1,422.10	0.13				$1,422.10	0.13
Upper Lake	18,897.63	$2,891.56	0.33				$2,891.56	0.33
Glasgow	7,101.84	$1,233.94	0.12				$1,233.94	0.12
Millwood	11,132.05	$1,787.35	0.19				$1,787.35	0.19
Frontenac	2,304.63	$547.99	0.04				$547.99	0.04
Atlas	864.00	$283.19	0.01				$283.19	0.01
Dell	864	$306.20	0.01				$306.20	0.01
Total	**325,652.11**	**$54,017.38**	**5.65**				**$54,017.38**	**5.65**
Pumping Stations (Above Ground)								
West End Plant Main	703,500.00	$117,548.24	12.17				$117,548.24	12.17
Clark Street A	864.00	$1,210.54	0.01				$1,210.54	0.01
Clark Street Main	753,600.00	$144,390.53	13.04				$144,390.53	13.04
Pim/Bay Street Pump Station	486,720.00	$103,752.54	8.42				$103,752.54	8.42
River Road	191,700.00	$35,924.28	3.32				$35,924.28	3.32
Bellevue SSO	112,860.00	$21,761.31	1.95				$21,761.31	1.95

Facility Group	Electricity Total (kWh)	Total Cost ($)	Total tCO2e	Natural Gas (m3)	Total Costs ($)	Total tCO2e	Total Costs ($)	Total tCO2e
Lyons Sensor	348.00	$211.55	0.01				$211.55	0.01
Young Street	380,400.00	$70,375.99	6.58				$70,375.99	6.58
John Street	181,440.00	$37,147.53	3.14				$37,147.53	3.14
Total	**2,811,432**	**$532,323**	**48.64**				**$532,323**	**48.64**
Treatment Plants								
West End Plant	1,503,600	$252,735.84	26.01	116,137.21	$25,254	221	$277,990.12	246.6
East End Plant	5,145,380	$831,675.24	89	363,278	$118,981	690	$950,655.80	778.99
Pointe Des Chenes Water Treatment Facility	23,563.68	$3,422.85	0.41				$3,422.85	0.41
Total	6,672,544	$1,087,834	115.42	479,416	$144,235	911	1,232,069	1,026
Final Total	9,809,628	$1,674,174		479,416	$144,235		$1,818,409	1080

2018 Wastewater Consumption, Cost and tCO_2e

Facility Group	2018 Electricity Total (kWh)	2018 Total kWh Cost ($)	2018 kWh tCO_2e	2018 Natural Gas (m^3)	2018 Natural Gas Cost ($)	2018 Natural Gas tCO_2e	Total Costs ($)	Total tCO_2e
Pump Stations								
Gore Pump Station	6,746.35	$1,031.80	0.20	-	$-	-	1,031.80	0.20
Bonney Pump Station	22,260.35	$2,868.23	0.66	-	$-	-	2,868.23	0.66
Muriel PMP	16,188.92	$2,153.36	0.48	-	$-	-	2,153.36	0.48
Huron PMP	5,221.16	$854.36	0.15	-	$-	-	854.36	0.15
Lower Lake Pump Station	-	$-	-	-	$-	-	$-	-
Pine PMP	432,894.65	$79,587.31	12.79	-	$-	-	79,587.31	12.79
McGregor Pump Station	-	$-	-	-	$-	-	-	-
Foster Drive Pump Station	23,765.00	$2,725.01	0.70	-	$-	-	2,725.01	0.70
Landfill Pump Station	142,430.51	$19,722.14	4.21	-	$-	-	19,722.14	4.21
Varsity Pump Station	5,888.05	$934.98	0.17	-	$-	-	934.98	0.17
Fort Creek PMP	6,517.63	$1,013.37	0.19	-	$-	-	1,013.37	0.19
Tallack PMP	3,019.02	$1,264.52	0.09	-	$-	-	1,264.52	0.09
Mary PMP	5,555.88	$895.37	0.16	-	$-	-	895.37	0.16
Ind Crt B PMP	7,966.22	$1,264.52	0.48	-	$-	-	1,264.52	0.48
Upper Lake Pump Station	19,726.22	$2,591.98	0.58	-	$-	-	2,591.98	0.58
Glasgow PMP	6,099.56	$952.58	0.18	-	$-	-	952.58	0.18
Millwood Pump Station	10,362.86	$1,461.77	0.31	-	$-	-	1,461.77	0.31
Frontenac Pump Station	1,925.38	$465.64	0.06	-	$-	-	465.64	0.06
Atlas Pump Station	-	$271.14	-	-	$-	-	271.14	-
Dell Pump Station	-	$291.99	-	-	$-	-	291.99	-
WEWWTP Main Pump Station	757,892.35	$122,406.61	22.39	-	$-	-	$122,406.61	22.39
Clark A	-	$1,481.13	-	-	$-	-	$1,481.13	-
Clark SPS	658,411.82	$114,746.76	19.45	-	$-	-	$114,746.76	19.45
816 Bay Street/Pim Street SPS	-	$-	-	-	$-	-	$-	-
River Road Pump Station	177,626.51	$26,169.93	5.25	-	$-	-	$26,169.93	5.25
Bellevue SSO	137,981.48	$21,033.36	4.08	-	$-	-	$21,033.36	4.08
Lyons Pump Sensor	-	$-	-	-	$-	-	$	-
Young Pump Station	352,844.59	$63,548.10	10.43	-	$-	-	63,548.10	10.43
John St Pump Station	140,811.55	$23,464.08	4.16	-	$-	-	23,464.08	4.16
Total	2,942,136.06	493,200.04	87.17	-	$-	-	$493,200.04	87.17
Treatment Plants								
West End Waste Water Treatment Plant	1,487,138.91	$233,622.09	43.94	148,509.59	$42,444.17	282.07	$276,066.26	326.01

Facility Group	2018 Electricity Total (kWh)	2018 Total kWh Cost ($)	2018 kWh tCO_2e	2018 Natural Gas (m^3)	2018 Natural Gas Cost ($)	2018 Natural Gas tCO_2e	Total Costs ($)	Total tCO_2e
East End Wastewater Treatment Plant	5,399,281.55	$818,911.40	159.54	461,581.57	$126,749.81	876.71	945,661.21	1,036.25
Pointe Des Chenes Water Treatment Facility	25,369.90	3,259.52	0.75	-	-	-	3,259.52	0.75
Total	6,911,790.36	1,055,793.01	204.23	610,091.16	169,193.98	1,158.78	1,224,986.99	1,363.01
Final Total	9,853,926.42	1,548,993.05	291.40	610,091.16	169,193.98	1,158.78	1,718,187.03	1,450.18

2019 Wastewater Consumption, Cost and tCO_2e

Facility Group	Electricity			Natural Gas			Total	
	Total Electricity(kWh)	Total Costs($)	Total tCO2e	Natural Gas(m3)	Total Costs($)	Total tCO2e	Total Costs($)	tCO2e (2019)
Pump Stations								
Gore Pump Station	8,758.07	$1,300.21	0.27	-	$-	-	$1,300.21	0.27
Bonney Pump Station	29,726.95	$3,784.68	0.91	-	$-	-	$3,784.68	0.91
Muriel PMP	19,951.63	$2,621.93	0.61	-	$-	-	$2,621.93	0.61
Huron PMP	5,393.09	$897.46	0.61	-	$-	-	$-	
Lower Lake Pump Station	2,577.91	$543.53	0.08	-	$-	-	$543.53	0.08
Pine PMP	19,694.05	$2,668.37	0.60	-	$-	-	$2,668.37	0.60
McGregor Pump Station	3,062.07	$600.33	0.09	-	$-	-	$600.33	0.09
Foster Drive Pump Station	22,515.90	$2,611.37	0.69	-	$-	-	$2,611.37	0.69
Landfill Pump Station	162,309.82	$21,669.02	4.95	-	$-	-	$21,669.02	4.95
Varsity Pump Station	7,385.22	$1,133.11	0.23	-	$-	-	$1,133.11	0.23
Fort Creek PMP	8,388.61	$1,260.64	0.26	-	$-	-	$1,260.64	0.26
Tallack PMP	3,389.03	$658.05	0.10	-	$-	-	$658.05	0.10
Mary PMP	5,854.92	$957.05	0.18	-	$-	-	$957.05	0.18
Ind Crt B PMP	9,611.70	$1,394.02	0.29	-	$-	-	$1,394.02	0.29
Upper Lake Pump Station	20,919.27	$2,760.39	0.64	-	$-	-	$2,760.39	0.64
Glasgow PMP	5,310.70	$886.67	0.16	-	$-	-	$886.67	0.16
Millwood Pump Station	10,018.62	$1,439.97	0.31	-	$-	-	$1,439.97	0.31
Frontenac Pump Station	2,107.66	$510.95	0.06	-	$-	-	$510.95	0.06
Atlas Pump Station	905.52	$265.94	0.03	-	$-	-	$265.94	0.03
Dell Pump Station	905.52	$266.64	0.03	-	$-	-	$266.64	0.03
WEWWTP Main Pump Station	707,781.93	$116,437.39	21.57	-	$-	-	$116,437.39	21.57
Clark A	905.52	$265.94	0.03	-	$-	-	$265.94	0.03
Clark SPS	866,820.62	$157,910.42	26.41	-	$-	-	$157,910.42	26.41
816 Bay Street/Pim Street SPS	665,585.42	$129,566.40	20.28	-	$-	-	$129,566.40	20.28
River Road Pump Station	222,050.47	$32,425.23	6.77	-	$-	-	$32,425.23	6.77
Bellevue SSO	128,476.08	$18,901.19	3.92	-	$-	-	$18,901.19	3.92
Lyons Pump Sensor	364.68	$200.21	0.01	-	$-	-	$200.21	0.01
Young Pump Station	385,868.50	$71,906.08	11.76	-	$-	-	$71,906.08	11.76
John St Pump Station	171,678.76	$29,610.85	5.23	-	$-	-	$29,610.85	5.23
Canal Dr Sewage Pump Station	-	$-	-	-	$-	-	$-	-
Total	**3,498,318.24**	**$605,454.04**	**107.08**	-	$-	-	**$604,556.58**	**106.47**
Treatment Plants								
West End Waste Water Treatment Plant	1,508,635.14	$247,800.03	45.97	461,581.57	126,749.81	876.71	$374,549.84	922.68
East End Wastewater Treatment Plant	5,379,932.53	$866,274.72	163.94	159,533.90	53,500.11	303.01	$919,774.83	466.95

Facility Group	Electricity			Natural Gas			Total	
	Total Electricity(kWh)	Total Costs($)	Total tCO_2e	Natural Gas(m^3)	Total Costs($)	Total tCO_2e	Total Costs($)	tCO_2e
Pointe Des Chenes Water Treatment Facility	2,398,418.33	$635,219.19	73.09	-	$-	-	635,219.19	73.09
Total	**9,286,986.00**	**$1,749,293.94**	**283.00**	**621,115.46**	**180,249.92**	**1,179.72**	**1,929,543.86**	**1,462.72**
	Total Electricity(kWh)	**Total Costs($)**	**Total tCO_2e**	**Natural Gas(m3)**	**Total Costs($)**	**Total tCO_2e**	**Total Costs($)**	**tCO_2e**
Final Total	**12,785,304.24**	**$2,354,747.98**	**390.08**	**621,115.46**	**180,249.92**	**1,179.72**	**$2,534,100.44**	**1,569.19**

2020 Wastewater Consumption, Cost and tCO_2e

Facility Group	Electricity			Natural Gas			Total	
	Total Electricity(kWh)	Total Costs($)	Total tCO_2e	Natural Gas(m^3)	Total Costs($)	Total tCO_2e	Total Costs($)	tCO_2e (2020)
Pump Stations								
Gore Pump Station	7,523.16	$1,139.23	0.19	-	$-	-	$1,139.23	0.19
Bonney Pump Station	31,322.14	$4,118.64	0.80	-	$-	-	$4,118.64	0.80
Muriel PMP	19,361.65	$2,623.06	0.49	-	$-	-	$2,623.06	0.49
Huron PMP	4,088.27	$638.31	0.10	-	$-	-	$-	
Lower Lake Pump Station	2,893.83	$566.59	0.07	-	$-	-	$566.59	0.07
Pine PMP	11,887.70	$1,694.61	0.30	-	$-	-	$1,694.61	0.30
McGregor Pump Station	3,202.09	$604.75	0.08	-	$-	-	$604.75	0.08
Foster Drive Pump Station	26,466.75	$3,422.85	0.67	-	$-	-	$3,422.85	0.67
Landfill Pump Station	170,640.10	$24,568.22	4.34	-	$-	-	$24,568.22	4.34
Varsity Pump Station	7,677.50	$1,158.91	0.20	-	$-	-	$1,158.91	0.20
Fort Creek PMP	8,275.14	$1,233.79	0.21	-	$-	-	$1,233.79	0.21
Tallack PMP	3,400.65	$632.17	0.09	-	$-	-	$632.17	0.09
Mary PMP	6,436.45	$1,012.33	0.16	-	$-	-	$1,012.33	0.16
Ind Crt B PMP	8,099.34	$1,216.58	0.21	-	$-	-	$1,216.58	0.21
Upper Lake Pump Station	20,625.23	$2,793.58	0.52	-	$-	-	$2,793.58	0.52
Glasgow PMP	6,348.87	$1,003.56	0.16	-	$-	-	$1,003.56	0.16
Millwood Pump Station	8,994.42	$1,328.46	0.23	-	$-	-	$1,328.46	0.23
Frontenac Pump Station	1,728.37	$423.06	0.00	-	$-	-	$423.06	0.00
Atlas Pump Station	905.52	$244.33	0.02	-	$-	-	$244.33	0.02
Dell Pump Station	905.52	$244.02	0.02	-	$-	-	$244.02	0.02
WEWWTP Main Pump Station	901,156.38	$149,085.19	22.93	-	$-	-	$149,085.19	22.93
Clark A	905.52	$244.33	0.02	-	$-	-	$244.33	0.02
Clark SPS	909,583.12	$161,412.37	23.15	-	$-	-	$161,412.37	23.15
816 Bay Street/Pim Street SPS	547,359.73	$100,202.88	13.93	-	$-	-	$100,202.88	13.93
River Road Pump Station	261,857.30	$39,349.46	6.66	-	$-	-	$39,349.46	6.66
Bellevue SSO	126,966.82	$19,690.49	3.23	-	$-	-	$19,690.49	3.23
Lyons Pump Sensor	364.68	$173.14	0.01	-	$-	-	$173.14	0.01
Young Pump Station	419,826.94	$76,179.31	10.68	-	$-	-	$76,179.31	10.68
John St Pump Station	221,107.17	$37,309.65	5.63	-	$-	-	$37,309.65	5.63
Canal Dr Sewage Pump Station	1,.11	$323.13	0.04	-	$-	-	$323.13	0.04
Total	**3,741,400.47**	**$634,637.00**	**95.14**	**-**	**$-**	**-**	**$633,998.69**	**95.04**
Treatment Plants								
West End Waste Water Treatment Plant	1,498,258.95	247,334.61	38.13	149,990.61	$46,306.58	246.81	$293,641.19	284.94
East End Wastewater Treatment Plant	5,054,229.30	819,526.93	128.62	406,591.13	$121,120.74	772.26	$940,647.67	900.88
Pointe Des Chenes Water Treatment Facility	20,678.54	2,801.29	0.53	-	$-	-	2,801.29	0.53
Total	**6,573,166.79**	**1,069,662.83**	**167.28**	**556,581.74**	**167,427.32**	**1,019.07**	**1,237,090.15**	**1,186.35**
	Total Electricity(kWh)	**Total Costs($)**	**Total tCO_2e**	**Natural Gas(m^3)**	**Total Costs($)**	**Total tCO_2e**	**Total Costs($)**	**tCO_2e**
Final Total	**10,314,567.26**	**$1,704,299.83**	**262.42**	**556,581.74**	**$167,427.32**	**1,019.07**	**$1,871,088.84**	**1,281.39**

2021 Wastewater Consumption, Cost and tCO_2e

Facility Group	Electricity			Natural Gas			Total	
	Total Electricity(kWh)	Total Costs($)	Total tCO_2e	Natural Gas(m^3)	Total Costs($)	Total tCO_2e	Total Costs($)	tCO_2e
Gore Pump Station	5,848.78	$989.55	0.15	-	$-	-	$989.55	0.15
Bonney Pump Station	26,550.99	$3,609.23	0.68	-	$-	-	$3,609.23	0.68
Muriel PMP	14,243.64	$2,068.32	0.36	-	$-	-	$2,068.32	0.36
Lower Lake Pump Station	2,082.79	$519.03	0.05	-	$-	-	$519.03	0.05
Pine PMP	11,156.70	$1,679.17	0.28	-	$-	-	$1,679.17	0.28
McGregor Pump Station	2,563.47	$581.23	0.07	-	$-	-	$581.23	0.07
Foster Drive Pump Station	23,417.05	$2,925.98	0.60	-	$-	-	$2,925.98	0.60
Landfill Pump Station	115,250.12	$19,426.08	2.93	-	$-	-	$19,426.08	2.93
Varsity Pump Station	6,168.49	$1,043.57	0.13	-	$-	-	$1,043.57	0.13
Fort Creek PMP	7,257.68	$1,200.97	0.18	-	$-	-	$1,200.97	0.18
Tallack PMP	2,982.50	$636.80	0.08	-	$-	-	$636.80	0.08
Mary PMP	4,669.94	$854.32	0.12	-	$-	-	$854.32	0.12
Ind Crt B PMP	9,271.26	$1,418.89	0.24	-	$-	-	$1,418.89	0.24
Upper Lake Pump Station	17,274.85	$2,484.86	0.44	-	$-	-	$2,484.86	0.44
Glasgow PMP	3,690.83	$720.54	0.09	-	$-	-	$720.54	0.09
Millwood Pump Station	7,274.04	$1,179.61	0.19	-	$-	-	$1,179.61	0.19
Frontenac Pump Station	1,490.90	$438.13	0.04	-	$-	-	$438.13	0.04
Atlas Pump Station	905.52	$276.70	0.02	-	$-	-	$276.70	0.02
Dell Pump Station	905.52	$275.88	0.02	-	$-	-	$275.88	0.02 t
WEWWTP Main Pump Station	606,036.08	$91,606.35	15.42	-	$-	-	$91,606.35	15.42
Clark A	905.52	$276.70	0.02	-	$-	-	$276.70	0.02
Clark SPS	727,112.79	$130,988.58	18.50	-	$-	-	$130,988.58	18.50
816 Bay Street/Pim Street SPS	375,942.08	$73,221.68	9.57	-	$-	-	$73,221.68	9.57
River Road Pump Station	161,464.41	$26,520.29	4.11	-	$-	-	$26,520.29	4.11
Bellevue SSO	93,784.93	$12,855.09	2.39	-	$-	-	$12,855.09	2.39
Lyons Pump Sensor	364.68	$202.34	0.01	-	$-	-	$202.34	0.01
Young Pump Station	354,753.20	$62,668.73	9.03	-	$-	-	$62,668.73	9.03
John St Pump Station	307,781.57	$52,947.48	7.83	-	$-	-	$52,947.48	7.83
Canal Dr Sewage Pump Station	2,997.52	$626.94	0.08	-	$-	-	$626.94	0.08
Total	2,894,147.85	$494,243.04	73.63	-	$-	-	$494,243.04	73.63
West End Waste Water Treatment Plant	1,418,047.79	$208,286.79	36.09	153,318.00 m^3	$55,068.59	296.26 t	$263,355.38	332.35 t
East End Wastewater Treatment Plant	4,797,583.00	$728,877.57	122.09	363,596.00 m^3	$83,006.33	702.60 t	$811,883.90	824.69 t
Pointe Des Chenes Water Treatment Facility	13,924.17	$2,003.01	0.35				$2,003.01	0.35 t
Total	**6,229,554.96**	**$939,167.37**	**158.53**	**516,914.00**	**$138,074.92**	**998.86**	**$1,077,242.29**	**1,157.39**
	Total Electricity(kWh)	**Total Costs($)**	**Total tCO_2e**	**Natural Gas(m^3)**	**Total Costs($)**	**Total tCO_2e**	**Total Costs($)**	**tCO_2e**
Final Total	**9,123,702.81**	**$1,433,410.41**	**232.16**	**516,914.00**	**$138,074.92**	**998.86**	**$1,571,485.33**	**1,231.02**

2022 Wastewater Consumption, Cost and tCO_2e

Facility Group	2022 Electricity			Natural Gas			Total
	Total Electricity(kWh)	Total Costs($)	Total tCO2e	Natural Gas(m3)	Total Costs($)	Total tCO2e	Total Costs($)
Pump Stations							
Gore Pump Station	5,328.88	983.58	0.14				983.58
Bonney Pump Station	24,534.92	3,512.49	0.62				3,512.49
Muriel PMP	13,284.27	2,043.73	0.34				2,043.73
Lower Lake Pump Station	2,432.07	597.06	0.06				597.06
Pine PMP	11,272.59	1,772.64	0.29				1,772.64
McGregor Pump Station	2,857.59	652.81	0.07				652.81
Foster Drive Pump Station	25,290.29	3,268.05	0.64				3,268.05
Landfill Pump Station	133,967.09	22,362.22	3.41				22,362.22
Varsity Pump Station	8,721.65	1,438.60	0.22				1,438.60
Fort Creek PMP	7,495.73	1,284.30	0.19				1,284.30
Tallack PMP	3,207.51	702.95	0.08				702.95
Mary PMP	4,505.19	874.12	0.11				874.12
Ind Crt B PMP	9,632.51	1,532.36	0.25				1,532.36
Upper Lake Pump Station	15,707.34	2,396.28	0.40				2,396.28
Glasgow PMP	5,655.92	1,034.83	0.14				1,034.83
Millwood Pump Station	7,748.31	1,300.50	0.20				1,300.50
Frontenac Pump Station	4,502.06	864.44	0.11				864.44
Atlas Pump Station	905.52	294.85	0.02				294.85
Dell Pump Station	905.52	294.19	0.02				294.19
WEWWTP Main Pump Station	431,674.94	78,901.86	10.99				78,901.86
Clark A	905.52	294.85	0.02				294.85
Clark SPS	745,735.76	123,917.94	18.98				123,917.94
816 Bay Street/PimStreet SPS	401,755.17	78,351.94	10.22				78,351.94
River Road Pump Station	188,209.01	29,998.90	4.79				29,998.90
Bellevue SSO	115,829.40	15,495.68	2.95				15,495.68
Lyons Pump Sensor	364.68	217.22	0.01				217.22
Young Pump Station	375,942.79	60,221.47	9.57				60,221.47
John St Pump Station	363,830.30	61,284.02	9.26				61,284.02
Canal Dr Sewage Pump Station	2,625.33	622.92	0.07				622.92
Total	2,914,827.86	496,516.80	74.17		496,516.80	74.17 t	496,516.80
Treatment Plants							
West End Waste Water Treatment Plant	1,733,090.20	239,807.51	4.41	141,306.50	61,175.99	273.05	300,983.50
East End Wastewater Treatment Plant	4,792,946.74	662,701.02	121.97	372,733.00	134,643.03	720.25	797,344.05
Pointe Des Chenes Water Treatment Facility	18,414.96	2,725.95	0.47			0.47	2,725.95
Total	6,544,451.90	905,234.48	126.85	514,039.50	195,819.02	993.77	1,101,053.50
	Total Electricity(kWh)	**Total Costs($)**	**Total tCO_2e**	**Natural Gas(m3)**	**Total Costs($)**	**Total tCO_2e**	**Total Costs($)**
Final Total	**9,459,279.76**	**1,401,751.28**	**201.02**	**514,039.50**	**692,335.82**	**,268.96 t**	**1,597,570.30**

Appendix E: Corporate Energy Retrofits Summary 2019 to 2022

The following table lists tracked corporate energy efficiency retrofits as of December 16, 2022.

Line No.	Year	Project	Status	Fuel Type	Energy Reduction (kWh or m3)	Annual Savings	Incentive / Grant	Funder	Emissions Reduction (tCO2e)
1	2020	James L. McIntyre Public Library DCV c/w CO2 sensor	Complete	Natural Gas (m3)	4,788.00	Unknown	$ 500.00	Enbridge	Unknown
2	2020	Seniors Drop-In LED Retrofit Incentive	Complete	Electricity (kWh)	21,068.29	$2,738.88	$ 1,972.00	IESO	0.54
3	2020	Transit Garage LED Retrofit	Complete	Electricity (kWh)	125,809.71	$16,355.26	$ 14,691.00	IESO	3.2
4	2020	Fire Hall 4 - 4 Boilers Replaced	Complete	Natural Gas (m3)	13,454.00	$2,014.06	$ 8,000.00		26
5	2021	Enbridge Municipal Energy Plan Incentive Offer	Complete	N/A	N/A	N/A	N/A	Enbridge	N/A
6	2021	GFL Arena and Seating LED Retrofit	Complete	Electricity (kWh)	136,713.75	$ 17,772.79	$ 11,200.00	IESO	3.48
7	2022	Northern Community Centre	Complete	Electricity (kWh)	38,809.49	$ 5,045.23	$ 4,320.00	IESO	1.18
8	2022	John Rhodes LED Lighting	Complete	Electricity (kWh)	150,692.00	$ 22,362.00	$ 13,200.00	IESO	3.82
9	2022	Small Business Lighting (SBL) Projects (known to date)*	Work in Progress	Electricity (kWh)	91,218.47	$ 10,949.44	$ 31,506.55	IESO	2.40
10	2022	Ice Plant Recommissioning (GFL)	Work in Progress	Electricity (kWh)	81,290.00	$10,371.13	$ 46,100.00	FCM	2.48
11	2022	PW Garage	Work in Progress	Electricity (kWh)	106,243.26	$ 13,811.62	$ 10,650.00	IESO	2.7
12	2022	SSM Fire Services - RESC 65 Old Garden Road	Complete	Electricity (kWh)	2,006.66	$ 260.87	$ 700.00	IESO	0.06
13	2022	Seniors Drop in HVAC	Work in Progress	Natural Gas (m3)	27,490.00	$ 5,709.67	$ 500.00	Enbridge	53.12
14	2022	North Street Sportsplex	Lead - Pending Funding	Electricity (kWh)				IESO	
15	2022	Pointe Des Chenes	Lead - Pending City Approval	Electricity (kWh)				IESO	
16	2022	Greenhouse Grow Lights	Lead - Pending City Approval	Electricity (kWh)				IESO	TBD
					TOTAL	**$107,390.95**	**$143,339.55**		**98.98****
Total estimated combined annual savings and incentives.						**$250,730.50**			

*Final energy savings, incentive, still pending for Small Business Lighting projects + 8 other projects that we are waiting on final numbers from
** ~1% reduction in corporate emissions (based on 2017 baseline)

Corporate Small Business Lighting Project Tracker

The following tables summarize all Small Business Lighting retrofit projects underway at the City. All of these projects summarized in line item 9 in Appendix E.

Legend
Complete
In progress
Not started

Line No.	Assessment Date	Building Name	Address	Assessment Confirmed (Y/N)	STATUS	Incentive (include HST)	Reduction (kWh)	Annual Savings$	Paid by City
1	Sep 28/21	Landfill Amin Office & Scale House	402 Fifth Line E	Y	COMPLETE	$1,813.50	2,597.20	$311.66	$-
2	Sep 28/21	Landfill Garage	402 Fifth Line E Garage	Y	COMPLETE	$2,431.76	5,130.98	$615.72	$928.30
3	Mar 28/22	Household Special Waste Depot	402 Fifth Line E Garage	Y	COMPLETE	$1,120.40	1,029.82	$123.58	$-
4	Sep 28/21	Cemetery Garage	1504 People's Rd	Y	COMPLETE	$1,941.00	2,855.00	$342.60	$-
5	Sep 28/21	Cemetery Office	27 4th Line East	Y	COMPLETE	$1,898.50	3,236.16	$388.34	$-
6	Sep 28/21	James Elliot Park Building	108 Rossmore Road	Y	COMPLETE	$1,259.00	2,708.16	$324.98	$-
7	Sep 28/21	Strathclair Sports Complex Soccer and Slow-pitch Building	639 Black Rd.	Y	COMPLETE	$2,708.04	9,498.60	$1,139.83	$1,982.02

8	Sep 28/21	Merrifield Skating Rink Building	331 Patrick Street	Y	COMPLETE	$1,648.67	4,090.64	$490.88	$-
9	Sep 28/21	Esposito Skating Rink Building	36 Queen Street West	Y	COMPLETE	$335.61	2,836.11	$340.33	$-
10	Sep 28/21	Bellevue Park Greenhouse	41 Lake Street	Y	COMPLETE	$2,051.50	6,006.67	$720.80	$449.50
11	Sep 28/21	Bellevue Park Concessions & Washrooms	41 Lake Street	Y	COMPLETE	$1,496.12	4,736.84	$568.42	$-
12	Sep 28/21	Anna McCrea Skating Rink Building	250 Mark Street	Y	Waiting to hear from Guzzo	$787.04	513.86	$61.66	$-
13	Sep 28/21	Pointe Des Chenes park building	327 Des Chenes Dr.	Y	COMPLETE	$1,608.56	2,901.36	$348.16	$-
14	Sep 28/21	Pointe Des Chenes WTP	57 Des Chenes Dr	Y	COMPLETE	$2,208.02	9,050.50	$1,086.06	- $
15	Aug 18/21	Old Stone House	831 Queen E	Y	COMPLETE	$1,069.66	6,469.70	$776.36	- $
16	April 1/22	Greco Pool	269 Albert St	Y	Waiting on equipment (Nov.9/22)	$3,315.42	4,042.37	$485.08	$4,800.24
17	Nov 8/22	Northern Community Centre (main lobby)	556 Goulais Avenue	Y	Waiting on work order			$	
18	Nov 8/22	Northern Community Centre (West End Seniors Centre)	556 Goulais Avenue	Y	Waiting on work order			$-	
19	Nov 8/22	John Rhodes Community Centre (lobby)	260 Elizabeth Street	Y	Waiting on work order				
20	Nov 8/22	John Rhodes Community Centre - Pro Shop	260 Elizabeth Street	Y	Waiting on work order				

21	Nov 8/22	John Rhodes Community Centre - Restaurant	260 Elizabeth Street	Y	Waiting on work order				
22	Nov 8/22	John Rhodes Community Centre - Restaurant Kitchen	260 Elizabeth Street	Y	Waiting on work order				
23	Nov 8/22	John Rhodes Community Centre - Superior Sports Training	260 Elizabeth Street	Y	Waiting on work order				
24	Nov 8/22	John Rhodes Community Centre - Gym Club	260 Elizabeth Street	Y	Waiting on work order				
TOTAL						**$27,692.80**	**67,703.97**	**$8,124.46**	**$8,160.06**

Line No.	**Assessment Date**	**Building Name**	**Address**	**Assessment Confirmed (Y/N)**	**Notes**	**STATUS**	**Incentive (include HST)**	**Reduction (kWh)**	**Annual Savings$**	**Paid by City**
1	18-Aug-21	Museum	690 Queen Street East	Y	Y (March, 22)	COMPLETE	$3,813.75	23,514.50	$2,824.98	$7,895.31
TOTAL							$3,813.75	23,514.50	$2,824.98	$7,895.31

Project Summary				
Incentive (include HST)	**Reduction (kWh)**	**Annual $**	**Paid by City**	**tCO_2e reduction**
$31,506.55	91,218.47	$10,949.44	$16,055.37	2.4*

*Based on the PCP Tool 2021 emission factor for kWh

Appendix F: Council Report Guidance on Climate Change

A. Climate Change Mitigation

1. Will the subject of the report result in the production of operational greenhouse gases (GHGs)?

Operational greenhouse gas emissions will occur from the use of fossil fuels, including natural gas, gasoline, diesel, propane, fuel oil, and to a lesser extent grid-supplied electricity.

☐ Yes
☐ No

2. Does the subject of the report lead to direct reduction or increase in the amount of energy and emissions used by the City or in the Community?

☐ Decrease (provide a description of how the project is expected to reduce emissions, and provide an estimate of the GHG emission reduction potential if possible)
☐ Increase (provide an overview of the measures that will be taken to reduce the overall impact on GHG emissions and energy. Where possible, provide an estimate of the increase in GHG emissions expected (tonnes of carbon dioxide equivalent (tCO2e))

Examples of decreasing emissions
- Switch over of vehicles to hybrids, electric or hydrogen;
- Greater efficiency in vehicle use;
- New buildings, additions or retrofits that will reduce energy use;
- New motors, pumps, chillers, heaters or lights that use less electricity;

Examples of increasing emissions
- Fuel switching to fossil fuels (e.g. electricity to natural gas)
- Construction of new buildings

Measures to reduce impacts on energy and GHG emissions
- Enhanced building design standards (e.g. LEED)
- Renewable energy inclusion
- High efficiency equipment (e.g. Energy Star)
- Using low carbon building materials (e.g. substituting wooden studs for steel in home framing, or using cedar shingles on roof as oppose to asphalt)
- Increase green space (e.g. tree planting)

3. Does the subject of the report involve indirect reduction of fossil fuel or electricity use?

☐ Yes
☐ No

Examples
- Revised operations or procedures that result in reduced energy use;
- New infrastructure that has the potential to reduce community energy and emissions use, such as additions to the active transportation network;

- Policies and operations that encourage less solid waste;
- Policies and operations that encourage less water use;
- Policies and operations that encourage greater use of transit or active transportation.

4. Does the subject of the report involve the direct or indirect generation of renewable energy, such as adding rooftop solar panels to a new or existing building?

☐ Yes
☐ No

5. **Does the subject of the report involve planting trees or shrubs? Trees and shrubs store carbon over their lifetime, which helps to offset GHG emissions**.

☐ Yes
☐ No

B. <u>Climate Change Adaptation</u>

1. Can the subject of the report be affected by temperature?

☐ Yes
☐ No

<u>Note:</u> Natural surfaces, like water bodies and vegetation, absorb solar energy. In contrast, built surfaces (buildings, roads, sidewalks, parking lots) are largely made up of materials that absorb solar radiation, which is released as heat. This leads to the creation of urban heat islands, with higher air temperatures than surrounding areas.

2. Can the subject of this report be affected by precipitation?

☐ Yes
☐ No

<u>Note:</u> Natural surfaces, like water bodies and vegetation, absorb precipitation. In contrast, built surfaces (buildings, roads, sidewalks, parking lots) are largely made up of waterproof materials that do not absorb rain and snowfall. Excessive precipitation can lead to urban flooding, sometimes resulting in damage to property and natural environments.

3. Does the subject of this report lead to a reduction in temperature-related exposure?

☐ Yes
☐ No

<u>Examples:</u> Outdoor shade (e.g. tree canopy, built structures), Indoor climate control (e.g. air conditioning, geothermal), Heat island abatement (e.g. white roof, green roof), Human health and vulnerable populations (e.g. programs), Agriculture and economy (e.g. experimental crops), Infrastructure/green infrastructure.

4. Does the project lead to a reduction in precipitation-related exposure?

☐ Yes
☐ No

<u>Examples:</u> Natural features and processes (e.g. wetlands, naturalized structures), Urban storm/flood management, Rural storm/flood management, Infrastructure/green infrastructure, Human health and vulnerable populations, Agriculture and economy.

C. <u>Municipal Leadership / Strategic Plan Alignment</u>

1. Does the subject of the report align with other of the Sault Ste. Marie Community GHG Reduction Plan: 2020 - 2030 objectives or topics?

☐ Yes
☐ No

2. Does the subject of the report align with the goals and objectives of the Environmental Sustainability Committee (a committee of Council)?

☐ Yes
☐ No

3. Does the subject of the report align 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?

☐ Yes
☐ No

The Corporation of the
City of Sault Ste. Marie

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

January 30, 2023

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

Purpose

The purpose of this report is to provide an update to Council on the downtown plaza project and seek Council approval for additional funding to enable project completion.

Background

On May 2, 2022, City Council passed two resolutions related to the downtown plaza project:

1) Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated May 2, 2022 concerning Downtown Plaza Update be received and that Council authorize an allocation of up to $1,318,569 from the Canada Community Building Fund funding to support plaza construction. A report from the Purchasing Department concerning the award of the tender appears elsewhere on the agenda.

2) Resolved that the report of the Manager of Purchasing dated May 2, 2022 be received and that the tender submitted by Avery Construction Ltd. for construction of the Downtown Plaza at the negotiated tendered price of $8,594,530.71 plus HST be approved.

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

The report on May 2nd, 2022 also detailed of the funding sources and total project budget of $10,192,797. The City was unsuccessful in its application to NOHFC for $2M.The project funding approved required no levy increase or debt to cover the cost of the plaza construction.

Since approval, Staff have been working with the consulting team from Brook McIlroy and the general contractor, Avery Construction, on project construction. As with any capital construction project, there have been change orders to accommodate for unexpected items and some expenses have come under initial estimates. Staff have been working closely with the consultants and general contractor to minimize the impact of change orders and identify any opportunity for savings.

There have been a number of delays experienced related to supply chain issues and the availability of resources for the project. The most significant delay was the availability of equipment and materials for the outdoor rink feature. These supply chain issues have delayed the ability to pour the rink until the Spring timeframe when the frost is out of the ground. Other delays impacted the project schedule and necessitated pouring of some concrete elements into the winter months which requires additional heating and hoarding costs to be incurred (estimated to be up to $103,009).

Staff are requesting additional funds to cover costs associated with the project delays, heating and hoarding requirements and provide additional contingency to see the project through to completion. The additional funds are broken down as follows:

- Fees related to project delays and change orders to date - estimated up to $675,000
  - This includes fees from Avery Construction, Brook McIlroy (and sub-consultants) and heating and hoarding costs. It should be noted City Staff have disputed the additional fee requests, they have been reduced by the general contractor, Brook McIlroy and sub-consultants and the City is continuing the dialogue to reduce the fees.
- Project contingency - $660,000

It should be noted that the Mill Market has applied for additional funding from various Federal and Provincial sources, and been approved in principle for one application. This will reduce the contribution from the City for the Mill Market project.

It is recommended that the funding for the project contingency of $660,000 utilize funds previously committed to the Mill Market project that will be returned to the Asset Management Reserve). Further that the fees due to project delays and change orders to date be covered through the 2023 Capital budget. In order to accommodate this, a project to replace the ‘A’ Dock at the Bellevue Marina will be deferred. Staff have reviewed and believe that the ‘A’ Dock can be maintained and operated safely for another season.

The request for additional funding for the plaza project at this time is required to continue with project construction and accommodate current change orders and fees.

Utilizing these recommended sources of funding to cover the additional plaza costs will not have an impact on the levy. Should the Mill Market be successful in their other applications, this will further reduce the City share in the project.

Analysis

The increased construction costs are a function of exceptional circumstances with supply chain and resource availability. The recommendation to request additional funding is not taken lightly by staff and comes after working with the consultant and general contractor to evaluate options to avoid cost increases.

The downtown plaza project is the cornerstone of the City's downtown revitalization efforts. The project was based on taking a thoughtful, strategic approach to downtown revitalization that involved expert recommendation, research of best practices and local consultation.

The rationale for the downtown plaza project includes:

- Strategic Development - The downtown plaza project is a strategic project and critical component of the downtown revitalization strategy. Downtown is the only geographic area specifically mentioned in the 2016-2021 Corporate Strategic Plan.

  "Vibrant Downtown Areas – We are striving to create a vibrant and attractive downtown that contributes to the vitality and resiliency of our City. Downtown areas play a central role in defining the character of our City."

  Downtown revitalization was also identified as an overarching goal in the FutureSSM Community Development strategy and a common piece of feedback during the extensive consultation exercise.

- Downtown Vision - The downtown plaza is central to the vision to advance the downtown. Staff previously provided Council with a strategy for downtown development that included key projects contributing to downtown revitalization:
  - Bay Street Redevelopment (completed)
  - Bondar marina upgrade (completed)
  - Downtown Plaza
  - Mobile retail units located at the plaza
  - Relocation of the Mill Market to 73 Brock Street
  - Boardwalk Promenade extension
  - Queen Street Streetscaping
  - Spring Street Woonerf and connection to the waterfront

- Funding support – The fundraising campaign for the plaza project exceeded the initial fundraising target of $400,000 with a total of $1.23M in support (over 3x the amount initially contemplated – Attachment A – Downtown Plaza Fundraising). The City has also received $750,000 in government funding for the plaza (500,000 from FedNor and $250,000 from the OMAFRA RED program).

- Activation – A key component to the downtown plaza is having activity throughout the year. The features of the plaza (skating rink, water feature, stage and digital screen, play feature, mobile retail units) will help to draw people to the plaza year-round. The recent report on downtown activation provided an overview of the diversity of events planned for the plaza in the future.

- Momentum – Prior to the Covid-19 pandemic, a number of positive events, patio openings and investments were taking place in the downtown. The importance of the plaza is only heightened with the need to return foot traffic and continue to attract business and residential development investment in the downtown. In the last 11 years over $121M in building permits have been taken out in the downtown. There are over 300 businesses in the downtown. City leadership is required to contribute to the ongoing, positive development of the downtown. Investment in public realm and programming plays an important role in achieving the success desired and continuing this momentum.

- Expert review - Roger Brooks recommended the plaza concept in his assessment of downtown Sault Ste. Marie. Roger Brooks has assisted nearly 2,000 communities with their branding, tourism, downtown development and marketing efforts during his career, which spans more than 35 years. As one of the industry's foremost authorities on downtowns, Roger has helped communities around the world working in more than 45 U.S. states, across Canada, in Western Europe, Scandinavia, and Mauritius.

- Research conducted into best practices in downtown revitalization and successes in other communities often include the development of a downtown plaza. The American Planning Association issued a report titled, “Downtown Revitalization in Small and Midsized Cities”. The report highlights:

  “Gathering spaces are a community’s living rooms and are essential attributes of a downtown. They provide a “third place” that complements the “first place” (home) and “second place” (work) for residents to get together, socialize, and catch up on the latest gossip. These are the venues where people interact, mingle, and share ideas. They facilitate chance encounters

and contribute to neighboring and community cohesiveness. They enable social bonding and the fostering of community belonging. Because of these qualities, public gathering spaces are essential to downtown health and, by extension, the health of the entire community."

- Investment Attraction – Part of the goal of the plaza is to incentivize further investment in the downtown. Having a location that appeals to residents will help to improve the potential for businesses and attract residential development. City staff engaged the development community at the outset of the downtown plaza project and received positive feedback that this type of investment will help further residential development and is exactly what the City should be doing in the downtown core. There have been new businesses, galleries and artisan shops opened in the downtown in proximity to the plaza since the project was announced.

- Welcoming Community – A common piece of feedback heard through the FutureSSM community consultations was that some newcomers expressed difficulty meeting people and becoming part of the community. Building a downtown plaza and programming the space to host a diversity of community events that appeal to different groups in the community is a way to help address this issue. The City received numerous letters of support from community cultural groups and organizations to host events in the plaza (Attachment B – Downtown Plaza Letters of Support) which were recently provided in the Downtown Activation Report. The letters of support are a positive sign to help achieve the goal of being a welcoming community.

  The importance of attracting newcomers and retaining youth in the community to address our aging demographic and need to fill workforce requirements cannot be understated to the future success of the community.

Finally, and perhaps most importantly, the health of a community's downtown is vital to economic development – it is one of the most important factors that businesses, labour force, students and youth use to assess the health of a community. The plaza project is a critical component of the downtown revitalization strategy and an opportunity to enhance the downtown for generations to come.

Financial Implications

The revised total amount for the project budget is $11,609,464. This is an increase of $1,416,667 from the approved on May 2, 2022. Staff recommend utilizing $660,000 which is being returned to the Asset Management Reserve (due to Mill Market's funding approved in principle) and $675,000 from a Capital Budget amendment to postpone the Bellevue 'A' Dock replacement to a future year. Staff

also recommend the transfer of operating funds allocated to the plaza in 2022 to the capital project budget ($41,667).

Strategic Plan / Policy Impact

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

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated January 30, 2023 concerning the Downtown Plaza be received and that Council authorize an increase of the project budget to $11,609,464;

Further, that Council authorize an increase to the construction contract with Avery Construction to $9,785,681.17 plus applicable HST to provide funding for fees related to project delays and to establish additional contingency funds;

Further that Council authorize an increase to the contract with Brook McIlroy to $865,890 plus applicable HST;

Further that Council authorize $660,000 from the asset management reserve to be sourced from funds returned from the Mill Market’s successful funding application;

Further and $675,000 from the 2023 Capital Budget to be confirmed with 2023 Budget deliberations.

Further that $41,667 from the 2022 operating budget for the plaza be transferred to the plaza project

Respectfully submitted,

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

Downtown Plaza Fundraising

Donor	Cash Contribution	In-kind Contribution
Tourism SSM	$250,000	
SSM Economic Development Corporation	$250,000	
Rotary Club	$200,000	
Williams & McDaniel	$200,000	
Name To be Announced	$50,000	$ 100,000
Soo Mill	$50,000	
TD Bank	$25,000	
Name To be Announced	$20,000	
Name To be Announced	$20,000	
USW 2724	$20,000	
Tulloch	$10,000	
Kresin Engineering	$5,000	
Northern Credit Union	$5,000	
Steel Speed	$5,000	
MYAC	$6,000	
Aecom	$5,000	
Canadian Banknote	$2,500	
Redmond Family	$2,000	
Gary Trembinski	$2,000	
YNCU	$2,000	
Royal Bank of Canada	$1,500	
Miscelleneous Donations	$160	
Total Donations to May 2022	**$1,131,160**	**$ 100,000**

2022 08 02

Tom Vair
Deputy CAO, CDES
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON

P6A 5X6

Dear Tom:

Re: Downtown Plaza Collaboration

Ontario Winter Carnival Bon Soo is pleased to provide this letter indicating our interest to collaborate on events within the downtown plaza. The Ontario Winter Carnival Bon Soo will be celebrating our 60th annual carnival February 2023. The carnival is the largest Northern Ontario carnival offering ten days of excitement for all ages and interests.

Bon Soo - as we now know it - was originally the idea of Sault Ste. Marie businessman Henry Bullock. The first Carnival was held in 1964. In the beginning it was a collection of events that already existed in the City, but were encouraged by the Chamber of Commerce to come together in a Carnival Format. The primary purpose was to add excitement to the long winter season - but early organizers also recognized this great opportunity to boost Tourism and business during the historically slower first quarter of the year.

In the heart of winter at a time when the winter blues could set in, Bon Soo would bring families, friends, neighbours and visitors out of doors to enjoy the season. What better than a central community meeting center in the middle of our downtown core to bring people out of their homes and celebrating community spirit?

Our goal is to host 1-2 + events per year in the downtown plaza including winter events during Bon Soo February 3-12 (TBD 2023 schedule pending) onsite with visits with of our Mr. Bon Soo Mascot. We are very open to conversations and collaborations for other events and activities throughout the year where a presence for the Bon Soo Carnival can be involved. We look forward to working with City staff to finalize the details and participating in activating the plaza in 2023.

Best regards,

Jeany White

Jeany White
Manager
Bon Soo

2022 07 04

Tom Vair
Deputy CAO, CDES
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON
P6A 5X6

Dear Tom:

Re: Downtown Plaza Collaboration

African Caribbean Canadian Association of Northern Ontario (ACCANO) is pleased to provide this letter indicating our interest to collaborate on events within the downtown plaza.

ACCANO is organized exclusively as a not for profit, non political, and non-denominational association that seeks to develop, promote, and grow awareness of our cultural heritage, while promoting unity in our community. Its objectives include but are not limited to:

a) To bring together all the residents of Northern Ontario of Black/African/West Indian (BAWI) descent, their families and friends
b) To advance the common interest of all members
c) To provide mutual aid and assistance as needed
d) To provide a forum for social, cultural and business networking opportunities
e) To create an environment for our children and the youth to learn about our diversity
f) To share our culture and diversity in the community in which we live
g) To promote and assist with the integration of new BAWI immigrants in the community
h) To connect and build relationships with other groups in the community

Our goal is to host two main events per year in the downtown plaza including showcasing ACCANO's Arts and Cultural heritage. We look forward to working with City staff to finalize the details and participating in activating the plaza in 2023.

Best regards,

Gabriel Araba

ACCANO Vice President

Organization/Event: Showcasing ACCANO's Arts and Cultural Heritage

Tom Vair
Deputy CAO, CDES
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON
P6A 5X6

Friday, July 8, 2022

Re: Downtown Plaza Collaboration

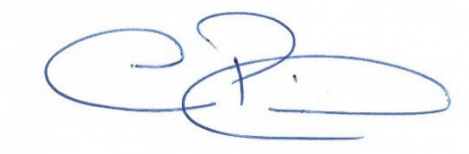
Dear Tom Vair:

The Sault Community Career Centre is pleased to provide this letter indicating our interest in collaborating on events in the city's Downtown Plaza. We want to play our part in helping diversify and grow Sault Ste. Marie's economy so that it remains vibrant and healthy.

The Sault Community Career Centre is a not-for-profit employment service agency serving Sault Ste. Marie and area since 1992. We provide free support to job seekers, employers, and newcomers so that they can reach their professional goals.

We aim to host six events a year in the Downtown Plaza, including events focused on cultural celebrations such as Multiculturalism Day, English conversation circles, and other events aimed at helping newcomers settle in the community. We look forward to working with City staff to finalize details and participate in activating the Downtown Plaza in 2023.

Sincerely,



Adam Pinder
Executive Director
Sault Community Career Centre

2022 07 05

Tom Vair
Deputy CAO, CDES
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON

P6A 5X6

Dear Tom:

Re: Downtown Plaza Collaboration

The Northern Ontario Latin-Hispanic Association is pleased to provide this letter indicating our interest to collaborate on events within the downtown plaza.

The Northern Ontario Latin-Hispanic Association (NOLHA) is a non profit organization dedicated to promote and celebrate Latin-Hispanic culture and heritage. We strive to enhance cultural awareness and enrich our community, sharing ideas and providing experiences to further the understanding of our Latin/Hispanic culture. NOLHA was first started in 2013 in Sault Ste Marie, ON to promote and share the Latin-Hispanic culture through events, education, dance, music and social programs.

Our goal is to host 1 to 2 events per year in the downtown plaza including collaboration for multicultural events with community partners. Our organization intends to promote racial harmony among the greater community through the exposure of diverse educational, cultural, social and artistic events. We look forward to working with City staff to finalize the details and participating in activating the plaza in 2023.

Best regards,

Sandra Mongui
Executive Director
Northern Ontario Latin-HIspanic Association (NOLHA)

nolhacan@gmail.com

Algoma District School Board

644 Albert St. East
Sault Ste. Marie
ON P6A 2K7
Telephone: (705) 945-7111
FAX: (705) 942-2540
www.adsb.on.ca

CHAIR
Jennifer Sarlo

DIRECTOR OF EDUCATION
Lucia Reece

August 12, 2022

Tom Vair
Deputy CAO, CDES
City of Sault Ste. Marie
99 Foster Drive,
Sault Ste. Marie, ON P6A 5X6

Dear Tom:

Re: Downtown Plaza Collaboration

The Algoma District School Board is pleased to provide this letter indicating our interest to collaborate on events within the downtown plaza.

As our mission is to develop and graduate "*Confident Learners, Caring Citizens*," we actively seek opportunities for community partnerships and to engage our students in community-based events and projects, as well as to showcase the talents of our students across the district. The plaza will provide a dynamic location for students to demonstrate their musical talent and potentially their culinary and woodworking skills. In addition, the site could provide access to skating for classes during the winter months as well as a venue to promote entrepreneurship or host specific school community family nights. As these are preliminary ideas, there is, of course, also the opportunity to engage students, through a youth committee, to provide insights and ideas about the use of the space.

Given the opportunities noted above, I anticipate that both school-level and Board-level use could occur during all seasons, and minimally, monthly. We would welcome the opportunity to work with City staff to finalize details and our participation in activating the plaza in 2023.

Best regards,

Lucia Reece
Director of Education
Algoma District School Board

cc: Jennifer Sarlo, Chair, Algoma District School Board

FILIPINO CANADIAN
COMMUNITY OF SAULT STE. MARIE

June 15, 2022

Tom Vair
Deputy CAO, CDES
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6

Dear Tom:

Re: Downtown Plaza Collaboration

Filipino Canadian Community of Sault Ste. Marie is pleased to provide this letter indicating our interest to collaborate on events within the downtown plaza.

Our goal is to host 2 -3 times events per year in the downtown plaza including Fil-Can Day Celebration the month of June and Filipino Christmas Party and some other events. We look forward to working with The City staff to finalize the details and participating in activating the plaza in 2023.

Best regards,

Roberto Rivera
Founder / President
Filipino Canadian
Community of Sault Ste. Marie

Huron-Superior Catholic
DISTRICT SCHOOL BOARD

2022 08 09

Tom Vair
Deputy CAO, CDES
City of Sault Ste. Marie
99 Foster Drive,
Sault Ste. Marie, ON P6A 5X6

Dear Tom:

Re: Downtown Plaza Collaboration

The Huron-Superior Catholic District School Board is very pleased to provide this letter indicating our interest to collaborate on events within the downtown plaza set to launch in 2023.

The Huron-Superior Catholic District School Board serves close to 3500 students in the Sault Ste. Marie and surrounding areas and welcomes the opportunity to provide an additional venue like the Downtown Plaza for our students to attend exciting events and even more, showcase their gift and talents.

There are a multitude of opportunities that our students can engage in that extend beyond the classroom and align with Ontario Ministry of Education expectations, particularly as they relate to the Arts, including music and dance. Students hold Talent Shows in their schools and this would be a wonderful venue to showcase their talents to the community members, along with their family and friends. Moreover, our students at St. Mary's College have organized an annual Arts Festival that has taken place at the SSM City Hall in the past and this can now be a new option for them to consider. I know our principals and educators would be supportive of providing this opportunity for our students at this wonderful venue.

We are genuinely looking forward to working with City staff to finalize the details and participating in activating the plaza in 2023.

Best regards,

Danny Viotto
Director of Education

cc Sandra Turco, Chair of the Board

90 Ontario Avenue, Sault Ste. Marie, ON P6B 6G7
Phone 705.945.5400 • **Fax** 705.945.5575 • **Email** frontdesk@hscdsb.on.ca • hscdsb.on.ca

496 Queen St. E
Sault Ste Marie, ON
P6A 1Z8

July 21, 2022

Tom Vair
Deputy CAO, CDES
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON
P6A 5X6

Dear Tom:

Re: Downtown Plaza Collaboration

The Downtown Association is pleased to provide this letter indicating our interest to collaborate on events within the downtown plaza.

As part of our Strategic Plan and the desire of our Board, the Association is continuously looking for ways to activate the Downtown with events and programming. The Downtown Plaza will be another asset that our Organization can look to when planning programming each year. This addition will allow us to further our Organizational Goals while also encouraging people to experience Downtown Sault Ste. Marie.

Our goal is to host at least three events per year in the downtown plaza, and will be looking for ways to expand that number as we become more familiar with the area. Our Organization has brainstormed a number of potential events that we could utilize the space for and will be pursuing options for making them a reality. We also look forward to assisting others looking to use the space with the process to making their event a reality. We look forward to working with City staff to finalize the details and participating in activating the plaza in 2023.

Best regards,

Salvatore Marchese
Executive Director
Queenstown Downtown Association

2022 06 29

Tom Vair
Deputy CAO, CDES
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON

P6A 5X6

Dear Tom:

Re: Downtown Plaza Collaboration

Sault Canadian-Pakistani Community is pleased to provide this letter indicating our interest to collaborate on events within the downtown plaza.

Our Canadian-Pakistani community has been serving the beautiful City of Sault Ste. Marie in various departments and occupations, including three Pakistani Restaurants i.e. Tandoori Gardan, La Spicy Grill, and Popeye's franchise

Being enthusiastic immigrants, we chose Sault Ste. Marie explicitly to settle here, and we consider Sault Ste. Marie as our home-away-from-home. Our children were born and being raised in Sault Ste. Marie.Our goal is to host at least 4 events per year in the downtown plaza including, but not limited to, Eid ul Fitr, Eid ul Adha, Pakistan Independence Day, Pakistan National Day and so on. This would furnish our children with a valuable chance to celebrate and commend their traditional occasions with their loved ones.

We look forward to working with City staff to finalize the details and participating in activating the plaza in 2023.

Best Regards,

Nasir Khan
Product Development and Metallurgical Engineer - Tenaris
Member of Canadian-Pakistani Community
Cell: 705 254 8077
Email: nkhaan99@gmail.com

2022 06 13

Tom Vair
Deputy CAO, CDES
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON

P6A 5X6

Re: Downtown Plaza Collaboration

Dear Tom:

The Chinese Association in Sault Ste. Marie is pleased to provide this letter indicating our interest to collaborate on events within the downtown plaza.

It is a great news that the Soo has a new social location for local communities starting in 2023. Our goal is to host one event per year in the downtown plaza to enjoy the beautiful summer and to showcase Chinese culture. We look forward to working with City staff to finalize the details and participating in activating the plaza in 2023. Please let us know if we can be of any assistance.

Best regards,



Chunhua Zhang

President
Chinese Association in Sault Ste. Marie, ON

Zhangch2000@gmail.com
(705) 255-6603

Islamic Association of Sault Ste. Marie
2 Towers Street, Sault Ste. Marie ON P6A 2B1
www.iassm.ca

2022.07.15

Tom Vair

Deputy CAO, CDES
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON
P6A 5X6

Dear Tom:

Re: Downtown Plaza Collaboration

Islamic Association of Sault Ste. Marie is pleased to provide this letter indicating our interest to collaborate on events within the downtown plaza.

Islamic Association of Sault Ste. Marie holds regular family gatherings and events throughout the year. Some are celebrations of religious holidays, others are fun activity days for kids, youth and families in the community.

Our goal is to host 2 events per year in the downtown plaza including Eid Celebrations. We look forward to working with City staff to finalize the details and participating in activating the plaza in 2023.

Best regards,

Kemal Kan

President

Islamic Association of Sault Ste. Marie

SOO GREYHOUNDS HOCKEY CLUB

269 Queen Street East · Sault Ste. Marie, Ontario
Tel. (705)-253-5976 · Fax (705)-945-9458

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www.facebook.com/soogreyhounds
www.twitter.com/@OHLHoundPower

2022 06 20

Tom Vair
Deputy CAO, CDES
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Dear Tom,

Re: Downtown Plaza Collaboration

The Soo Greyhounds Hockey Club is pleased to provide this letter indicating our interest to collaborate on an annual event within the downtown plaza.

The Soo Greyhounds would be willing to host a skate with the Greyhounds on the Outdoor Skating pad in the new downtown plaza at a date to be determined.

Best regards,

Tim Lukenda
President / Governor
Soo Greyhounds Hockey Club

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-12

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Algoma University for the universal transit pass partnership.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2023 between the City and Algoma University, a copy of which is attached as Schedule “A” hereto. This Agreement is for the universal transit pass partnership.

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 30th day of January, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-12 Universal Transit Pass Partnership with Algoma University.docx

Schedule A

U-PASS TRANSIT AGREEMENT

THIS FUNDING OF TRANSIT PASSES AGREEMENT ("**Agreement**") is dated the 1st day of January, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the **"City")**
OF THE FIRST PART;

- AND -

ALGOMA UNIVERSITY
(hereinafter called the **"University")**
OF THE SECOND PART;

WHEREAS the City is the owner operator of public Transit Services in the City of Sault Ste. Marie;

AND WHEREAS the University has had a relationship with the City to provide Transit Semester passes to be sold through its Student Services Department and to remit the required funds to the City's Transit Department; and

AND WHEREAS the University and the City have discussed the terms of a Universal Transit Pass (U-Pass) for Eligible Students or Opt-In Students of the University as those terms are defined in this Agreement;

AND WHEREAS it is both practical and desirable that the University transfer a lump sum to the City on a semester basis as part of U-Pass;

AND WHEREAS the effect of the lump sum transfer to the City by the University will ensure funding is directly allocated to the use of the University Student Card as a Transit pass to the benefit of any student as confirmed by the University;

AND WHEREAS the City and the University desire to enter into a one (1) year pilot project with an option to renew for either an additional three (3) years under the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

1. **DEFINITIONS**

(a) "**Agreement**" means this Agreement, included its recitals and schedules, which form integral parts of it, as amended from time to time, in accordance with its terms;

(b) "**Business Day**" means any day other than a Saturday, a Sunday, a Statutory holiday in the Province of Ontario, or any other holiday observed by the City;

(c) "**City**" means The Corporation of the City of Sault Ste. Marie, a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario. Where the context permits, the term also includes the City's servants, employees, agents and delegated officials;

(d) "**Conventional Transit Services**" means regularly-scheduled fixed route transit services during all hours of regular operation, as may be amended at the sole discretion of the City Transit Services. Conventional Transit Services provide service with the urban service area in the City of Sault Ste. Marie;

(e) "**Eligible Student**" – means any student enrolled at the Sault Ste. Marie University campus taking three (3) credits or one (1) course;

(f) "**Opt-In Student**" – means any student enrolled at the Sault Ste. Marie University campus who does not meet the definition of Eligible Student and who wishes to participate in the U-Pass program;

(g) "**University**" means the Algoma University, located in the City of Sault Ste. Marie, Province of Ontario and specifically, the Sault Ste. Marie campus and where context allows, the term includes its successors and assigns, and directors, officers, employees, servants or agents;

(h) "**Service Interruption**" means an interruption of the City's Conventional Transit Services including but not limited to interruptions due to strikes, lock-outs, labour disputes, and/or inclement weather. The term excludes any interruption or necessary change of transit routes caused by any University labour disputes, lock-outs, or any City roadway work (planned or not) or other construction that prevents travel on a roadway;

(i) "**Transit Services**" means the Transit Division of the City which provides residents of the City of Sault Ste. Marie with public transportation;

(j) "**U-Pass**" means the transit pass provided to students pursuant to this Agreement.

2. **TERM**

a. The term of this Agreement shall commence February 1, 2023 and continue for a period of one year ending December 31, 2023.

b. The parties shall have the option to renew for three (3) additional years commencing January 1, 2024 and ending December 31, 2026 ("Renewal Term") upon the successful negotiations between the parties resulting in a Renewal Agreement. To that end, either party shall provide the other party with at least sixty (60) days' written notice of its intention to renew this Agreement and thereafter negotiations shall ensue.

c. Delegated Authority:

Council pursuant to Section 23.1(1) of the *Municipal Act*, 2001, S.O. 2001, C.25, and as amended, delegates the authority to negotiate and execute the above three (3) year renewal to the Director of Community Services, subject to the terms remaining the same, except for any fee increases.

3. **PAYMENT**

(a) The University shall pay the City Twenty Dollars ($20.00) per month, with the amount subject to annual CPI Ontario – all goods, in the Term for each Eligible Student and Opt-In Student in exchange for the City providing U-Pass services to each Eligible Student and Opt-In Student in the manner and terms set out in Section 4 below. The said payment from the University to the City per Eligible Student and approved Opt-In Student shall be made by the University in accordance with the following payment schedule:

a. by February 28, 2023	$20.00 per Eligible Student and Opt-In Student per month in one lump sum representing payment for each of the months February, March and April 2023 (the "First Portion of the Term");
b. by June 1, 2023	$20.00 per Eligible Student and Opt-In Student per month in one lump sum representing payment for each of the months May, June, July and August 2023 (the "Second Portion of the Term"); and
c. by October 1, 2023	$20.00 per Eligible Student and Opt-In Student per month in one lump sum representing payment for each of the months September, October, November and December 2023 (the "Third Portion of the Term").

The parties hereto acknowledge and agree that the payments made herein shall be defined as the “Fees” in this Agreement”.

(b) To facilitate the payment in 3(a) above, the University shall advise the City as to the number of Eligible Students and Opt-In Students, minus any opt-out students due to compulsory fee accommodations, for each of the three Portions of the Term as follows:

a. By January 16, 2023, the University shall advise the City as to the number of Eligible Students and Opt-In Students for the First Portion of the Term;
b. By May 15, 2023, the University shall advise the City as to the number of Eligible Students and Opt-In Students for the Second Portion of the Term; and
c. By September 18, 2023, the University shall advise the City as to the number of Eligible Students and Opt-In Student for the Third Portion of the Term.

Thereafter, the City shall forthwith invoice the University the amount of Fees payable by the University to the City for each Portion of the Term.

(c) Interest shall accrue and be charged by the City on any overdue, unpaid Fees not remitted to the City within thirty (30) days after the payment schedule due dates as set out herein, at the prime rate charged by the Royal Bank of Canada, as amended from time to time. Further, the City reserves the right to terminate this Agreement and/or cancel or suspend the provision of U-Pass Services as set out in Section 8 herein in the event that payment is not made by the University as invoiced by the City and by the payment schedule set out in this Agreement.

(d) Upon reasonable request by the City, the University shall make available for inspection the documents and information utilized in calculating the amounts due under this Agreement, subject to an undertaking by the City as to the confidentiality of any personal information contained in that information. The personal information shall remain the property of the University.

(e) The payment schedule for the Renewal Term shall be set out in the Renewal Agreement.

(f) All amounts or Fees set out in this Agreement include all applicable taxes, including the “harmonized sales tax” or “HST” where applicable.

4. **U-PASS SERVICES**

(a) The City shall procure and provide the University with U-Pass Stickers that shall be applied by the University to the University’s Student Card for each Eligible Student and Opt-In Student. The University shall have the full responsibility to ensure that

only those students that meet the definition of Eligible Student or Opt-In Student receive the U-Pass Stickers.

(b) The City shall decide on the form of the U-Pass and the form of U-Pass shall change each Portion of the Term to ensure only those Eligible Students and Opt-In Students are eligible for the U-Pass Services for each Portion of the Term.

(c) All Eligible Students and Opt-In Students who have paid the Fee in return for a U-Pass and have a valid U-Pass properly affixed to the University Student Card that is applicable for the relevant Portion of the Term, shall be entitled to unlimited ridership privileges on all Conventional Transit Services upon presentation of such a valid U-Pass.

(d) U-Pass is a personal privilege and cannot be assigned or transferred by or between persons. The University shall be responsible for ensuring that the U-Pass is not transferred to other persons and remain with the Eligible Student or Opt-In Student as issued by the University. The City reserves the right to request additional identification to determine the identity of the user of the U-Pass and the user's eligibility to use a U-Pass.

(e) The University acknowledges and agrees that unlawful use of the U-Pass shall result in the confiscation of the U-Pass by the City and the student holding the U-Pass and the University shall not be entitled to a refund of the Fee paid by that student. The City reserves the right to check the validity of the U-Pass with respect to the identity of the user of the U-Pass and the validity of the U-Pass itself, and to further deny use of the U-Pass for cause in accordance with the Transit Service's general policies and in the discretion of the City's Transit Service. In the event of unlawful use of the U-Pass or a fare dispute, students will be required to pay the cash fare. Students can subsequently contact Transit Services to discuss a resolution in the event of a dispute. The City agrees that upon confiscation, with an explanation of the circumstances of the confiscation, the confiscated U-Pass will be returned to the University within two (2) business days. Where the U-Pass is part of a student card, the entire student card may be confiscated under this Article. If it is determined that the confiscated U-Pass was used in a fraudulent manner, the cardholder will be required to pay the full Fee for the relevant Portion of the Term to obtain a new U-Pass and not be eligible to purchase a U-Pass until the following term.

(f) The parties hereto acknowledge and agree that the City has full authority and discretion to determine the routes and times for the Conventional Transit Services and further authority to make any necessary changes to same through the Term and any Renewal Term at its discretion.

(g) Once issued, the U-Pass is the sole responsibility of the student. Neither the City nor the University is responsible for any U-Pass that has been lost, stolen or damaged. Should a U-Pass be lost, stolen or damaged, replacement U-Passes are to be made available to the Eligible Student and/or Opt-In Student upon payment of the full applicable fee for that Portion of the Term.

5. EXEMPTIONS AND REFUNDS

The parties agree that there is only an option to opt-out of the U-Pass for an Eligible Student if approved by the University on an accessible accommodation basis.

6. SERVICE INTERRUPTION

In the event of a period of sustained Service Interruption caused by a disruption within the urban service standards exceeding seven (7) consecutive days, the City's liability shall be limited to a reimbursement to the University for the loss of service on the basis of a daily rate. The daily rate will be determined by dividing the applicable Fee by the number of days in the applicable school term. The daily rate will then be multiplied by the number of days of lost service, and the result will be multiplied by the number of U-Passes in effect, as show in the following calculation:

[("x" divided by "y" = daily rate), multiplied by "n", multiplied by "p"] = reimbursement amount,

Where: "x" is the applicable Fee;
"y" is the number of days in the applicable school term as the case may be;
"n" is the number of days of lost service; and
"p" is the number of U-Passes in effect.

7. CODE OF CONDUCT

(a) The University students in possession of a U-Pass are expected to abide by the City's Transit Rider Code of Conduct. The University acknowledges receiving a copy of same and shall provide a copy to all students upon affixing their University Student Card with the U-Pass Sticker. A copy of the Code of Conduct is available on the City's website and is also posted within every transit bus.

(b) In the event that an Eligible Student and/or Opt-In Student with a U-Pass fails to abide by the City's Code of Conduct, the City and its applicable employees shall have the sole discretion to deny such person Conventional Transit Services for any period of time the City deems appropriate. In such circumstances, the City is not responsible to reimburse for any Fees paid by such person.

8. TERMINATION

Either party may terminate this Agreement by providing the other party with sixty (60) days' written notice of its intention to terminate this Agreement. Notice shall be provided to the individuals listed in Section 10 of this Agreement.

9. **ASSIGNMENT**

Neither party shall assign this Agreement without the written consent of the other party.

10. **INDEMNITY AND INSURANCE**

The University covenants and agrees that it shall indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service or funds as provided under the provisions of this Agreement.

The University agrees to maintain at all times during the currency of this Agreement hereinbefore described, a minimum of FIVE MILLION ($5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Agreement Date.

11. **NOTICE**

Any notice permitted or required under this Agreement shall be sufficiently given if delivered by personal delivery or if sent by prepaid registered mail, or by email to the parties at the following addresses:

Notice to the City shall be provided to:
Brent Lamming
Director of Community Services
99 Foster Dr.
Sault Ste. Marie, ON
P6A 5N1
Email: b.lamming@cityssm.on.ca

Notice to Algoma University shall be provided to:
Dave Trudelle
Director of Student Life and Ancillary Services
1520 Queen St. E
Sault Ste. Marie, ON
P6A 2G4
Email: dave.trudelle@algomau.ca

Notice provided by email shall be deemed given on date email sent. Notice provided by personal delivery shall be deemed to be given on date of actual personal delivery. Notice provided by mail shall be deemed to be given three (3) days following date of mailing of the notice.

12. **MISCELLANEOUS**

(a) This Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

(b) The parties each acknowledge that this Agreement is a public document.

(c) The Agreement will be governed by the laws applicable in the Province of Ontario.

(d) If any article, section, subsection, paragraph, clause or subclause in this Agreement shall be held wholly or partially illegal, invalid or unenforceable, the parties agree that the remained of this Agreement shall not be affected by shall remain in full force and effect.

(e) Time is strictly of the essence of this Agreement.

(f) The parties hereto represent and warrant that they have full authority to enter into this Agreement.

IN WITNESS WHEREOF the Party of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
MAYOR-MATTHEW SHOEMAKER

_____
CITY CLERK-RACHEL TYCZINSKI

ALGOMA UNIVERSITY

_____
ASIMA VEZINA
PRESIDENT AND VICE-CHANCELLOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-14

STREETS: A by-law to amend By-law 2008-131 being a by-law respecting streets and related matters.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of subsection 10(2) *The Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

AMENDMENT TO STREETS BY-LAW 2008-131

1. The following is added into **SECTION 7 PROJECTIONS INTO STREETS** as a new **Subsection 7 (14)**:

"(14) Outdoor Merchandise Display on Sidewalks in the Defined Downtown

Notwithstanding other provisions of this By-law, merchandise may be placed upon municipal sidewalks in front of a business located in the Defined Downtown, without an encroachment agreement, only if a person doing so adheres to the following conditions:

(a) The merchandise display shall only occupy space in front of the premises (i.e. sidewalk and/or boulevard) where the business operates, and shall not extend past the [side edge of the] business's building frontage.

(b) The merchandise display only contains merchandise customarily sold by the business it's placed before.

(c) The merchandise display must be entirely removed at the end of the business day.

(d) A 1.5 m wide unobstructed pedestrian path of travel shall be maintained on the sidewalk.

(e) The merchandise display shall not be placed within 1.5 m of a driveway or laneway.

(f) The merchandise display shall not be placed within 0.75 m of the back of curb.

(g) The merchandise display shall not be placed between October 15 and May 15, inclusive.

(h) The merchandise display shall not be placed in a defined sight triangle or in a manner which impedes the necessary view of a pedestrian, cyclist or motorist.

(i) The merchandise display may be removed at the City's sole discretion and not replaced based on, but not limited to, safety concerns or required street maintenance."

2. The following is added into **SECTION 7 PROJECTIONS INTO STREETS** as a new **Subsection 7 (15)**:

"(15) Indemnification – awning, street furnishing, and merchandise displays

Any person in control of an awning pursuant to section 7(13), a street furnishing pursuant to section 7(13), or a merchandise display pursuant to section 7(14), agrees by way of doing so, to indemnify and save harmless the Corporation from all claims, demands, loss, costs, charges and expenses from which the Corporation may sustain, incur or be liable for in consequence of the erection or maintenance the aforesaid items."

3. **EFFECTIVE DATE**

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

PASSED in open Council this 30th day of January, 2023.

_____

MAYOR – MATTHEW SHOEMAKER

_____

CITY CLERK – RACHEL TYCZINSKI

LEGAL\STAFF\COUNCIL\BY-LAWS\2023\2023-14 OUTDOOR MERCHANDISE - AMENDING STREETS BY-LAW 2008-131.DOCX

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-16

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

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001,* S.0. 2001, c. 25, **ENACTS** as follows:

1. **STREETS ESTABLISHED AND ASSUMED**

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

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 30th day of January, 2023.

_____
MAYOR – MATTHEW SHOEMAKER

_____
CITY CLERK - RACHEL TYCZINSKI

da LEGAL\STAFF\BYLAWS\2017\2017-202 STREET ASSUMPTION.DOC

SCHEDULE "A" TO BY-LAW 2023-16

1. SHERBROOK DRIVE

PIN 31567-0196 (LT)
PCL 6884 SEC AWS; SHERBROOK DR PL M345 KORAH; SAULT STE. MARIE

2. PASSCHENDAELE LANE

PIN 31528-0408 (LT)
PART PARK LT 3 CON 4 ST. MARY'S PT 6 1R1652; SAULT STE. MARIE

3. CHATFIELD DRIVE

PIN 31566-0679 (LT)
CHATFIELD DRIVE, PLAN 1M599; SAULT STE. MARIE

PIN 31566-0652 (LT)
BLOCK 12, PLAN 1M597; SAULT STE. MARIE

4. OLD GARDEN RIVER ROAD

PART PIN 31513-0161 (LT)
PART PARCEL 4803 SEC AWS; LT 22 PL M259 TARENTORUS; SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-15

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Poralu Marine Inc. for the Bondar Marina Boardwalk Extension.

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 December 12, 2022 between the City and Poralu Marine Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is for the Bondar Marina Boardwalk Extension.

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 30th day of January, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

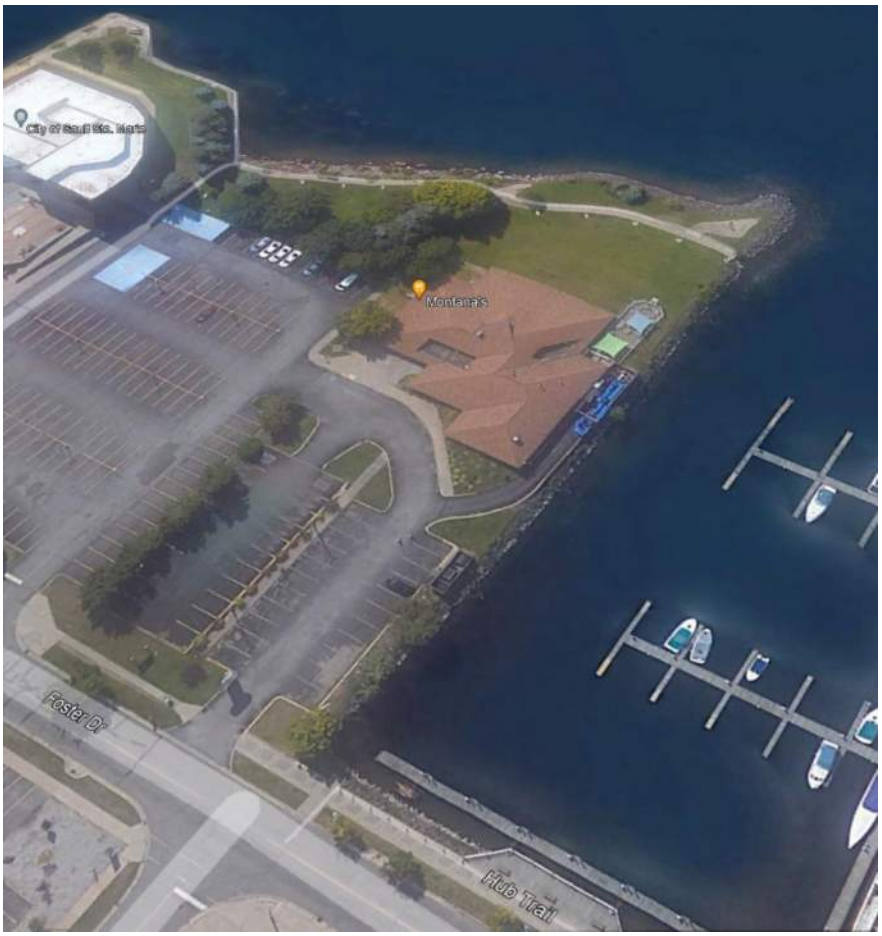
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221-04380-00

BONDAR MARINA BOARDWALK EXTENSION

City Contract 2022-CDE-CS-03-T

December 2022



ABOUT US

WSP is one of the world's leading professional services consulting firms. We are dedicated to our local communities and propelled by international brainpower. We are technical experts and strategic advisors including engineers, technicians, scientists, planners, surveyors and environmental specialists, as well as other design, program and construction management professionals. We design lasting solutions in the Buildings, Transportation, Infrastructure, Oil & Gas, Environment, Geomatics, Mining, Power and Industrial sectors as well as project delivery and strategic consulting services. With over 7,500 talented people across Canada and 36,000 people globally we engineer projects that will help societies grow for generations to come.

WSP GLOBAL INC.
390 BAY STREET, SUITE 101,
SAULT STE. MARIE, ONTARIO

T +1 705-942-2070
F +1 705-942-3532
WSP.COM

ADDENDUM № 1

July 11th, 2022 221-04380-00

The City of Sault Ste. Marie
Bondar Marina Boardwalk Extension
City Contract # 2022-CDE-CS-03-T

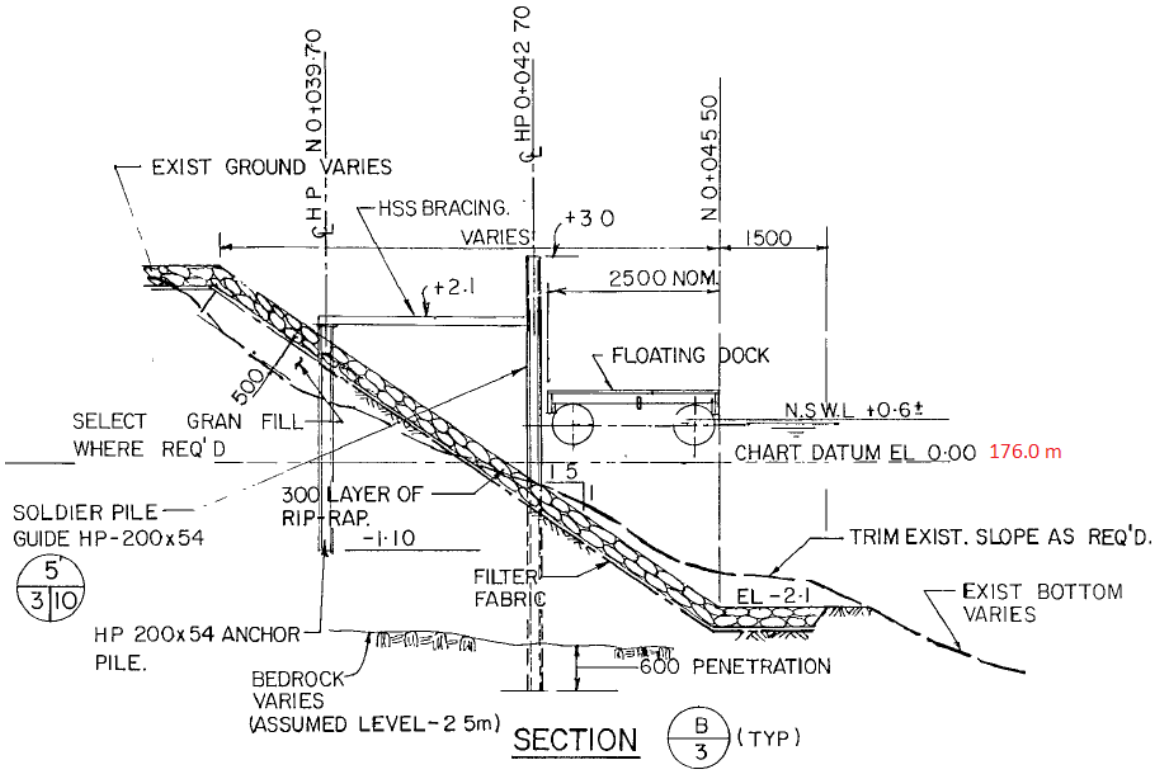
This Addendum shall form part of the Contract Documents. Indicate the number of Addenda received on Page 2 of the Form of Tender being submitted.

A1.1 **Refer** to Information for Tenderers – 1. Delivery and Opening of Tenders

DELETE: **"Friday, July 15, 2022"**

REPLACE WITH: **"Wednesday, July 20, 2022"**

A1.2 **Refer** to the image presented below for a cross-sectional drawing of existing piles on the eastern side of the Bondar Marina. This image is provided for reference only, and is taken from the original installation drawings for the piles (1988). Actual "as-built" conditions may differ.



ADDENDUM № 1

A1.3 **Refer** to the attached document, “S-206”, for a geotechnical and water depth sounding report of the Bondar Marina. Note: The reference to the “Algo Club” is now Montana’s Restaurant.

A1.4 **Refer** to Form of Tender

ADD: **Provisional:** Lead Abatement Measures
Item No. B11

A1.5 **Refer** to Special Provisions – Tender Items

ADD:

Item No. B11 “The lump sum price bid for this item shall include all labour, equipment and material required for lead abatement procedures as required by O. Reg. 490/09 of the Ontario Health and Safety Act.

Contractor shall include the price for lead testing in “Mobilization Costs”. This Tender Item is Provisional and will only be expended if lead abatement is required by Regulations.”

END OF ADDENDUM № 1.
(Attachments - 2)
July 11th, 2022

FORM OF TENDER (Addendum No. 1)

Contract No. 2022-CDE-CS-03-T – Bondar Marina Boardwalk Extension City SSM

FT.01 TENDER PRICE

1. Offer by - Name -

   Address -

   Date -

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

A. We, the undersigned, having examined the site of the Work, having carefully investigated the conditions pertaining to the Work and having secured all the information necessary to enable us to submit a bona fide tender, and having inspected all the Contract Documents, hereby agree to enter into a contract and to perform all the Work in a good and workmanlike manner in accordance with the Contract Documents to the satisfaction of the Engineer for the Total Tender Price (including H.S.T.) of.....

..... /100 dollars ($)

FT.02 CONTINGENCIES AND ALLOWANCES

A. We agree that the tender price includes the contingency sum of **$100,000.00** and that no part of this sum shall be expended without the written direction of the Contract Administrator, and any part not so expended shall be deducted from the tender price.

B. We agree that the Tender Price includes an allowance in the amount of **$2,000.00** from which the Contractor shall be compensated by the Owner for fifty percent (50%) of the cost of a pre-construction building survey by a qualified insurance adjuster approved by the Contract Administrator. The Contractor shall arrange for the survey to be conducted and submit a written estimate prepared by the insurance adjuster to the Contract Administrator, for approval, prior to authorizing completion of the survey. This allowance will only cover 50% of the invoice cost. Payment for 50% of the cost of the survey shall be included in the first Progress Payment following submission of the appropriate invoices for the work to the Contract Administrator and only to the extent to which said invoices are approved by the Contract Administrator. The Contractor is not entitled to any part of the allowance not substantiated by approved invoices and any part not so expended shall be deducted from the tender price. The Contractor's overhead and profit in connection with the pre-construction building survey will not be paid out of the allowance but shall be included in the price bid for other tender items, as the Contractor deems appropriate. The building survey shall be completed prior to commencing any work on site.

FT.03 QUANTITIES

A. The tender price is compiled from the Schedule of Tender Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the prices in the schedule.

FT.04 ADDITIONS AND DEDUCTIONS

A. We agree that the valuation of additions to, and deductions from, the contract shall be made as follows: -

   1. The prices in the Schedule of Tender Prices shall apply where appropriate.

2. If the prices in subsection 1 are not appropriate, valuation will be made by one of the following methods:

(A) The Contract Administrator may ask the Contractor for a quotation for the proposed work;

(B) If the quotation referred to in (A) above is not accepted by the Contract Administrator, the actual cost of the Work will be determined as the total of only the following:

(1) As described in Section GC 8.02.04 of the General Conditions;

(2) Common construction equipment such as barricades, construction signs, delineators, snow fence, pick-up trucks, etc. will not be considered for payment, however, pick-up trucks may be considered if they are being used to haul materials for the work.

FT.05 ADDENDA

A. We agree that we have received addenda ..... to .....* inclusive, and the tender price includes the provisions set out in such addenda.

*** Tenderer to Complete**

FT.06 SCHEDULE OF TENDER PRICES

A. Bidders shall fill in all Unit Prices and Total Prices. "Spec. No." refers to the applicable Ontario Provincial Standards Specification number, while "SP" refers to a Special Provision for this item. (P) indicates Plan Quantity Payment for the particular Tender Item.

SECTION A – BOARDWALK & SIDEWALKS						
Item No.	**Spec. No.**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
A01	SP	Mobilization/Demobilization	L.S.	1	$	
A02	906,908, 922, SP	Prefabricated Bridge Superstructure, Supply Only: i) Segment A1 (10 m)	Ea.	1	$	$
		ii) Segment A2 (±10 m)	Ea.	1	$	$
		iii) Segments A3-A11 (±12 m)	Ea.	9	$	$
		iv) Segment A12 (±12 m)	Ea.	1	$	$
A03	903, SP	HP310x79 Steel Piles Supply and Installation	Ea.	17	$	$
A04	SP	W310x33 Steel Beams Supply and Installation	Ea.	10	$	$
A05	511, SP	Rip-Rap for the Embankment	tonne	40	$	$
A06	SP	Modify Ex. Piles	Ea.	5	$	$

A07	510, SP	Remove Bollards from Sidewalk	Ea.	3	$	$
A08	906,908, SP	Prefabricated Bridge Superstructure, Installation	L.S.	1	$	$
A09	351, SP	Sawcut Ex. Concrete Sidewalk / Retaining Wall and Removal of Ex. Concrete Stairs	L.S.	1	$	$
A10	314,351, SP	Replace Concrete Sidewalk	m^2	45	$	$
A11	314, SP	Engineered Fill	tonne	50	$	$
SUB-TOTAL SECTION A – BOARDWALK & SIDEWALKS						

SECTION B – MISCELLANEOUS & PROVISIONAL ITEMS						
Item No.	**Spec. No.**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
B01	201, SP	**Provisional:** Tree Removals	L.S.	2	$	$
B02	801, SP	Protection of Trees	L.S.	1	$	$
B03	706, SP	Traffic Control	L.S.	1	$	$
B04	804, SP	Turbidity Curtain (Approximately 135 meters)	L.S.	1	$	$
B05	805, SP	Silt Fencing	m	30	$	$
B06	802, 803, SP	**Provisional:** 75 mm Topsoil & Sod	m^2	150	$	$
B07	SP	**Provisional:** Electrical Conduit for Future Lighting	m	140	$	$
B08		Pre-Construction Building Survey	L.S.	1	$ 2,000	$ 2,000
B09	SP	Bonds & Insurance	L.S.	1	$	$
B10	SP	Contingency Allowance	L.S.	1	$ 100,000	$ 100,000
B11	SP	**Provisional:** Lead Abatement	L.S.	1	$	$
SUB-TOTAL SECTION B – MISCELLANEOUS & PROVISIONAL ITEMS						$

SUMMARY OF TENDERED PRICES

Subtotal Section A – Boardwalk & Sidewalks	$
Subtotal Section B – Miscellaneous & Provisional Items	$
Subtotal	$
HST @ 13%	$
***TOTAL TENDER PRICE**	**$**

* This Total Tender Price to be inserted on Page 1 of the Form of Tender. In the case of any mathematical error in calculating the tendered price listed on the Form of Tender, the Unit Prices tendered for each section shall prevail.

FT.07 PROVISIONAL ITEMS

A. We agree that the Schedule of Tender Items contains Section "B" - Miscellaneous & Provisional Items, which includes unit prices and estimated quantities for Provisional Items that may or may not be used during the construction of the project. The Tenderer agrees that he is not entitled to payment for Provisional Items except for work carried out by him in accordance with the Contract and only to the extent of such additional work, as authorized by the Contract Administrator in writing. The total price for Section "B" is included in the Total Tender Price.

OFFERED ON BEHALF
OF THE CONTRACTOR

SIGNATURE

CONTRACTOR'S SEAL

SIGNATURE

COMPANY NAME

WITNESS SIGNATURE

ADDRESS

DATE

S-206

Warnock Hersey Professional Services Ltd.
584 Falconbridge Road, Sudbury, Ontario P3A 4R7 (705) 566-8701
SINCE 1888

B-82-16

May 27, 1983

The Corporation of the City of
Sault Ste. Marie
Community Services Branch
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5X6

Attention: Mr. P. McAuley, P.Eng.,
Construction Engineer

Re: Geotechnical Investigation
Norgoma Marine Park
Proposed Floating Dock
Sault Ste. Marie, Ontario

Dear Mr. McAuley:

This factual report provides the results of the above geotechnical investigation which was carried out by verbal authorization of your Mr. P. McAuley on May 3, 1983.

The purpose of the investigation was to obtain information on the subsurface conditions at the locations of the three proposed floating docks and to prepare and submit a factual report. Our report will be used by your design staff to assist in the detailed design of the docks. We would be pleased to provide our comments from a geotechnical engineering point of view during your design.

1.0 PROCEDURE AND FIELD EQUIPMENT

The field work for this investigation was carried out on May 4, 1983. Three uncased dynamic cone penetration tests (pentests) were carried out over the edge of the existing wharf at the west ends of the proposed docks at locations shown on our Drawing 330-0820-1 at the rear of this report. The results of the pentests are shown on the individual Boring Logs in Appendix I of this report.

1.0 PROCEDURE AND FIELD EQUIPMENT (Continued)

Before each pentest was carried out a water depth sounding was carried out using a lightly weighted bucket which had a large surface area in order to minimize the depth which the probe would sink into the very soft river bottom deposits. After Pentests 2 and 3 were completed to practical refusal to advancement by means of a 63 kg. hammer falling through a distance of 0.762 m, a sample of the river bottom deposits was recovered using a standard 51 mm O.D. split spoon soil sampler equipped with a sand trap (foot valve) in order to facilitate sample recovery.

Also three hand probes were proposed at the east ends of the proposed docks using hand sampling equipment. These probes could not be completed due to the size limitations of the only small boat that was available at the time of the investigation. Alternatively, three soundings were carried using the soil sampler tied onto the end of a rope. However no soil samples were recovered in the sampler. The approximate locations of the soundings are shown on the drawing at the rear of this report.

The pentests and sampling program were carried out using a Bombardier mounted drill rig and 2 man crew provided by Longyear Canada Inc. of Toronto, Ontario. The drill crew were supervised by a Geotechnical Engineer from our Sault Ste. Marie office.

The locations of the pentests were established by our field staff and have been referenced to paint marks on the existing wharf which are understood to have been painted by your survey staff during their initial sounding program.

1.0 PROCEDURE AND FIELD EQUIPMENT (Continued)

Soil samples remaining after visual and tactile examination will be stored in our Sault Ste. Marie Laboratory until May 1984, at which time you will be contacted for instructions regarding their disposal.

2.0 SITE

It is understood that it is proposed to construct three floating docks in the existing slip which is immediately west of the Algo Club on the north side of the St. Mary's River. An existing timber wharf located on the west side of the slip is understood to have been constructed in 1914 to unload coal ships.

Based on review of available soil reports prepared for the City Hall and Holiday Inn Hotel, and the results of the water depth sounding program carried out by your staff, it appears that up to 3.6 m of bedrock has been excavated from the existing slip.

3.0 SUMMARIZED SUBSURFACE CONDITIONS

Pentests 1, 2 and 3, were advanced to 0.32, 0.97 and 1.52 m depth, respectively below the river bottom. No river deposit material was recovered from the Pentest 1 location.

A surficial river bottom deposit of black organics with gravel and wood chips was recovered at the Pentest 2 location. Underlying the surficial river bottom deposit, red sandstone bedrock chips with pieces of red sand and silt sizes was recovered. A Standard Penetration Test, 'N' value, of 40 was recorded for the standard split spoon sample.

3.0 SUMMARIZED SUBSURFACE CONDITIONS (Continued)

At Pentest 3 location a surficial river bottom deposit of red sandstone chips with black organics and sand and silt was recovered. Underlying the surficial river deposit, red sandstone bedrock chips with traces of red sand and silt sizes and organics was recovered. A Standard Penetration Test, 'N' value, of 9 was recorded. It is probable that the Standard Penetration Test was carried out in the hole created by the Pentest and is therefore not considered to be accurate.

4.0 CLOSURE

We trust that this brief factual report which was written by our Mr. R.K.Burgess, B.A.Sc., who also supervised the field program, provides sufficient information for your present purposes. If you require elaboration on any item contained herein or if you require additional information, please do not hesitate to call.

Yours very truly,

WARNOCK HERSEY PROFESSIONAL
SERVICES LIMITED



R.G.Clausen, P.Eng.,
District Manager

RGC:prm

Enclosures

APPENDIX I

BORING LOGS

EXPLANATION OF THE FORM BORING LOG

This form summarizes both field information and selected laboratory test results obtained from each boring. An explanation of the various columns of the form follows.

DEPTH

This column gives the depth scale of the boring.

ELEVATION AND DEPTH

This column gives the elevation and depth of inferred geologic contacts. The elevation is referred to the datum shown in the general heading.

DESCRIPTION

This column gives a description of the soil based on visual examination of the samples and laboratory tests. Each stratum is described according to the following classification and terminology:

Classification*	Particle Size	Particle Size or Sieve No. (U.S. Standard)
Clay	less than 0.002 mm	less than 0.002 mm
Silt	from 0.002 to 0.075 mm	from 0.002 mm to #200 sieve
Sand	from 0.075 to 4.75 mm	from #200 sieve to #4 sieve
Gravel	from 4.75 mm to 75 mm	from #4 sieve to 3 in.
Cobbles	from 75 to 200 mm	from 3 in. to 8 in.
Boulders	larger than 200 mm	over 8 in.

Terminology	Proportion
Trace, or occasional	Less than 10%
Some	10 to 20%
Adjective (e.g. silty or sandy)	20 to 35%
And (e.g. sand and gravel)	35 to 50%

*Unified Soil Classification System (ASTM D2487-75).

The relative density of cohesionless soils and the consistency of cohesive soils are defined by the following:

Relative Density	Penetration Resistance "N" Blows/0.3 m or Blows/foot	Consistency	Undrained Shear Strength**	
			kPa	psf
Very loose	0 to 4	Very soft	0 to 12	0 to 250
Loose	4 to 10	Soft	12 to 25	250 to 500
Compact	10 to 30	Firm	25 to 50	500 to 1000
Dense	30 to 50	Stiff	50 to 100	1000 to 2000
Very dense	over 50	Very stiff	100 to 200	2000 to 4000
		Hard	over 200	over 4000

** The compressive strength obtained from the quick (Q) triaxial test is equal to twice the shear strength of the clay.

SYMBOL

These standard symbols describe the stratigraphy of the soil and rock strata.

(Continued on reverse)

Warnock Hersey

BORING LOG

PROJECT CITY OF SAULT STE. MARIE — BORING 1

NORGOMA MARINE PARK — PAGE 1 OF 1

CONTRACT NO. 330-0820 — BORING DATE MAY 4, 1983

DATUM LOCAL — CASING —

SAMPLE CONDITION
- DISTURBED
- GOOD
- LOST

SAMPLE TYPES
- SS - SPLIT SPOON
- ST - THIN WALLED OPEN (SHELBY)
- PS - PISTON SAMPLER
- WS - WASH SAMPLE
- RC - ROCK CORE

ABBREVIATIONS
- GS - GRAIN SIZE ANALYSIS
- γ - WET UNIT WEIGHT - kN/m³
- C - CONSOLIDATION
- K - PERMEABILITY - cm/s
- DS - DIRECT SHEAR
- Q - TRIAXIAL, QUICK

DEPTH - m	ELEVATION - m / DEPTH - m	DESCRIPTION	SYMBOL	WATER LEVEL	TESTS	SAMPLES
		TOP OF WHARF			UNDRAINED SHEAR STRENGTH - kPa; Q TEST; FIELD VANE: INTACT, REMOULDED; FALL CONE: INTACT, REMOULDED; WATER CONTENT - W%; LIQUID LIMIT - W_L%; PLASTIC LIMIT - W_p%; DYNAMIC PENETRATION TEST - BLOWS/0.3 m X---X---X (20, 40, 60, 80); OTHER TESTS	CONDITION; TYPE AND NUMBER; RECOVERY %; STANDARD PENETRATION - N BLOWS/0.3m
0	0.0	RIVER LEVEL				
1	0.97					
2						
3						
4						
5					PENTEST APPARATUS FELL 0.33m UNDER SELF WEIGHT	
6		RIVER BOTTOM				
	6.12					
	6.48	END OF PENETRATION TEST			200 BLOWS FOR 0.03m	
7						

Warnock Hersey

BORING LOG

PROJECT CITY OF SAULT STE. MARIE — BORING 2

NORGOMA MARINE PARK — PAGE 1 OF 1

CONTRACT NO. 330-0820 — BORING DATE MAY 4, 1983

DATUM LOCAL — CASING —

SAMPLE CONDITION
- DISTURBED
- GOOD
- LOST

SAMPLE TYPES
- SS - SPLIT SPOON
- ST - THIN WALLED OPEN (SHELBY)
- PS - PISTON SAMPLER
- WS - WASH SAMPLE
- RC - ROCK CORE

ABBREVIATIONS
- GS - GRAIN SIZE ANALYSIS
- γ - WET UNIT WEIGHT - kN/m³
- C - CONSOLIDATION
- K - PERMEABILITY - cm/s
- DS - DIRECT SHEAR
- Q - TRIAXIAL, QUICK

DEPTH - m	ELEVATION - m / DEPTH - m	DESCRIPTION	SYMBOL	WATER LEVEL
		TOP OF WHARF		
0	0.0	RIVER LEVEL		
1	0.99			
2				
3				
4				
5				
6				
7		RIVER BOTTOM		
	7.16	BLACK ORGANICS WITH PIECES OF WOOD, GRAVEL AND SANDSTONE BEDROCK		
8	8.13	END OF PENETRATION TEST		
9				

TESTS

UNDRAINED SHEAR STRENGTH - kPa
- Q TEST ●
- FIELD VANE ◇ INTACT ◆ REMOULDED
- FALL CONE ▽ INTACT ▼ REMOULDED

⊙ WATER CONTENT - W% ⊡ LIQUID LIMIT - W_L% ⧋ PLASTIC LIMIT - W_p%

DYNAMIC PENETRATION TEST - BLOWS/0.3 m X···X···X (20, 40, 60, 80)

PENTEST APPARATUS FELL 0.13 m UNDER SELF WEIGHT.

125 BLOWS FOR 0.3m
100 BLOWS FOR 0.03m

OTHER TESTS

SAMPLES

CONDITION	TYPE AND NUMBER	RECOVERY %	STANDARD PENETRATION - N BLOWS/0.3m
⊠	SS 1	100	40

Warnock Hersey

BORING LOG

PROJECT CITY OF SAULT STE. MARIE — BORING 3

NORGOMA MARINE PARK — PAGE 1 OF 1

CONTRACT NO. 330-0820 — BORING DATE MAY 4, 1983

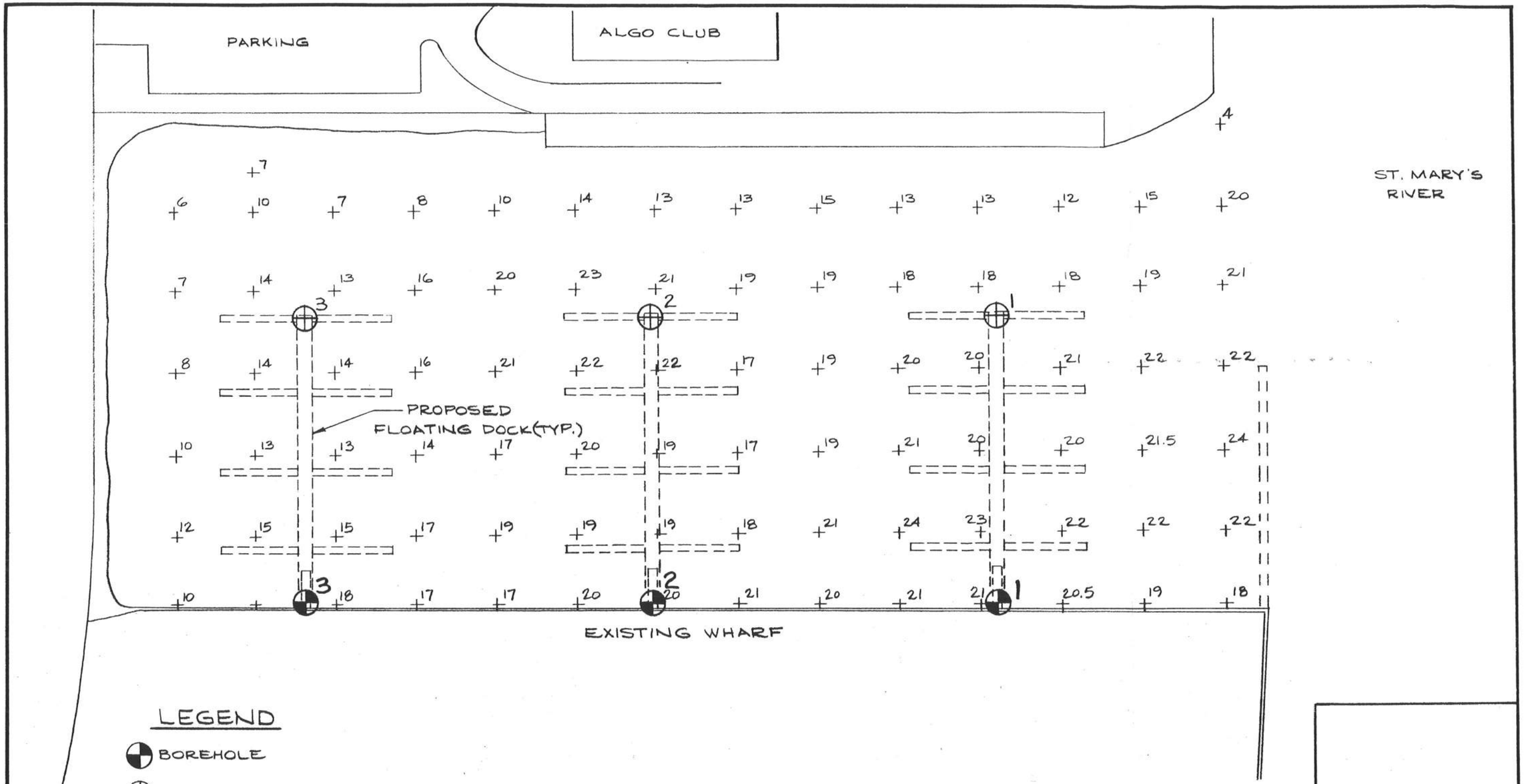
DATUM LOCAL — CASING —

SAMPLE CONDITION
- DISTURBED
- GOOD
- LOST

SAMPLE TYPES
- SS - SPLIT SPOON
- ST - THIN WALLED OPEN (SHELBY)
- PS - PISTON SAMPLER
- WS - WASH SAMPLE
- RC - ROCK CORE

ABBREVIATIONS
- GS - GRAIN SIZE ANALYSIS
- γ - WET UNIT WEIGHT - kN/m³
- C - CONSOLIDATION
- K - PERMEABILITY - cm/s
- DS - DIRECT SHEAR
- Q - TRIAXIAL, QUICK

DEPTH - m	ELEVATION - m / DEPTH - m	DESCRIPTION	SYMBOL	WATER LEVEL	TESTS	OTHER TESTS	SAMPLES: CONDITION	TYPE AND NUMBER	RECOVERY %	STANDARD PENETRATION - N BLOWS/0.3m
		TOP OF WHARF			UNDRAINED SHEAR STRENGTH - kPa; Q TEST ●; FIELD VANE ◇ INTACT ◆ REMOULDED; FALL CONE ▽ INTACT ▼ REMOULDED; ⊙ WATER CONTENT - W%; ⊡ LIQUID LIMIT - W_L%; ▲ PLASTIC LIMIT - W_p%; DYNAMIC PENETRATION TEST - BLOWS/0.3 m X···X···X (20, 40, 60, 80)					
0	0.0									
		RIVER LEVEL								
1	1.07									
2										
3										
4										
5					PENTEST APPARATUS FELL 0.18 m UNDER SELF WEIGHT					
6		RIVER BOTTOM								
	6.40	BLACK ORGANICS WITH SAND AND SILT SIZES AND PIECES OF WOOD AND SANDSTONE BEDROCK	≈≈≈		152		☒	SS 1	61	—
7										
	7.92	END OF PENETRATION TEST			100 BLOWS FOR 0.13 m					
8										



NOTE :
WATER DEPTH SOUNDINGS ON GRID PATTERN ARE RECORDED IN FEET AND WERE CARRIED OUT BY OTHERS.

REFERENCE	
DWG. NO.	DESCRIPTION
-	PHOTOCOPY OF SECTION OF DRAWING OF NORGOMA MARINE PARK THE CORPORATION OF THE CITY OF SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
SAULT STE. MARIE ONTARIO

PROPOSED NORGOMA MARINE PARK

SAULT STE. MARIE ONTARIO

SITE PLAN

Warnock Hersey Professional Services Ltd.

DATE MAY 27, 1985 SCALE 1:500

MADE	CHKD	APPD	
DBC	RGC	RGC	NO. 330-0820-1

ADDENDUM № 2

July 18, 2022

221-04380-00

The City of Sault Ste. Marie
Bondar Marina Boardwalk Extension
City Contract # 2022-CDE-CS-03-T

This Addendum shall form part of the Contract Documents. Indicate the number of Addenda received on Page 2 of the Form of Tender being submitted.

A1.1 **Refer** to Drawings

DELETE: "Typical Cross-Section" "G2"

REPLACE WITH: "Typical Cross-Section". Refer to attached revised drawing. "G2 (Add. No. 2)"

A1.2 **Refer** to Form of Tender

DELETE: "W310x33 Steel Beams Supply and Installation" Item A04

REPLACE WITH: "W310x39 Steel Beams Supply and Installation". Refer to attached revised Form of Tender. Item A04

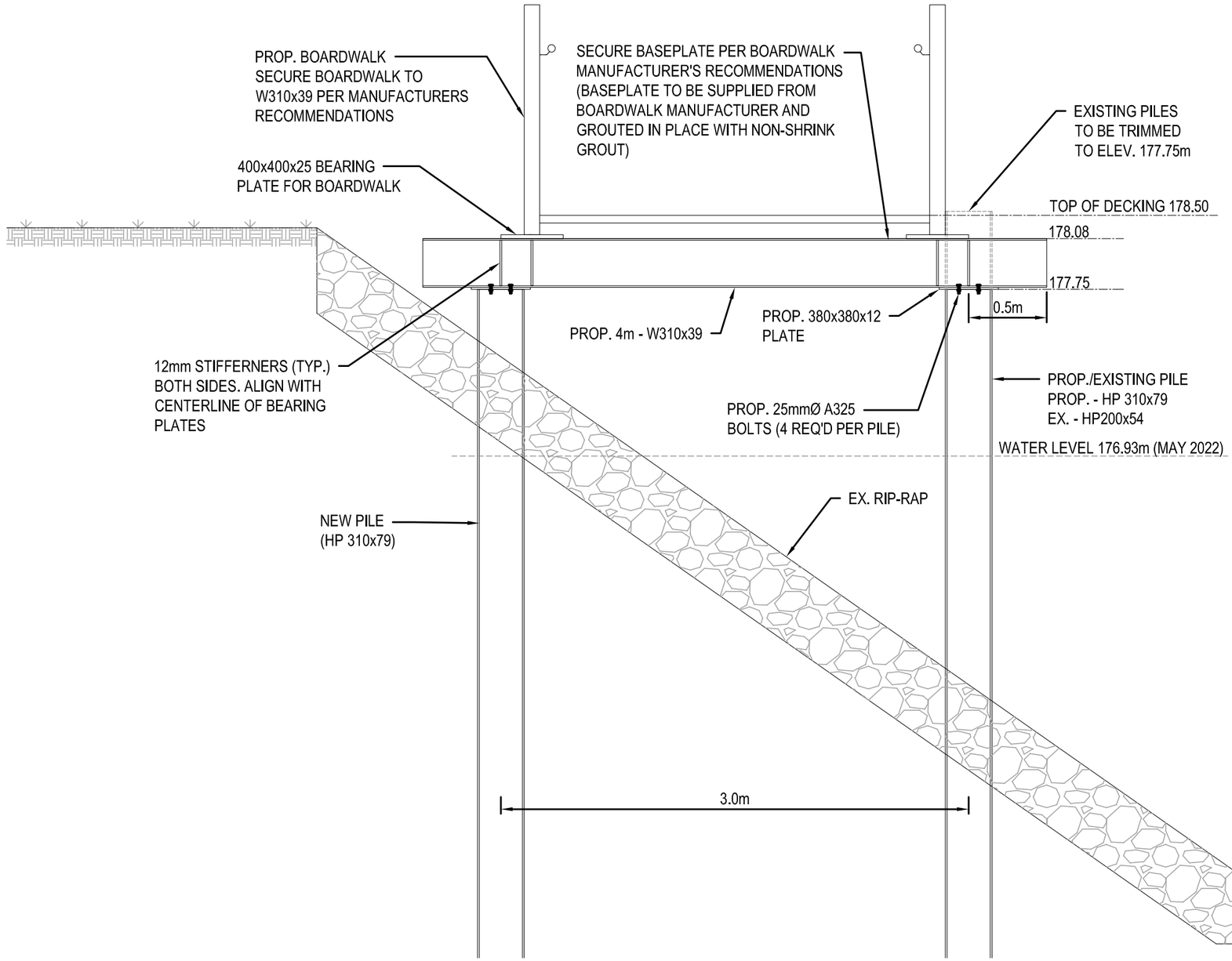
A1.3 **Refer** to Special Provisions – Tender Items

DELETE: **"W310x33 Steel Beams Supply and Installation"** Item No. A04

REPLACE WITH: **"W310x39 Steel Beams Supply and Installation"** Item No. A04

ADD: Item No. A04 Insert "This unit price bid shall also include the supply and installation of 400x400x25mm bearing plates and 12mm stiffeners as specified in the drawings." Refer to attached revised Special Provisions – Tender Items.

END OF ADDENDUM № 2.
(Attachments - 2)
July 12th, 2022



A-A
- -

TYPICAL PILE CROSS-SECTION

SCALE: 1:30

NOTES:

ALL ELEVATIONS ARE IN METRES TO GEODETIC DATUM

SERVICE	FROM	TO	DATE	INITIAL	NO.	DESCRIPTION	DATE	INITIAL
YEAR CONSTRUCTED						REVISIONS		
					0	ISSUED FOR TENDER	25MAR22	SS

City of Sault Ste. Marie

WSP
185 EAST STREET
SAULT STE.MARIE, ONTARIO CANADA P6A 3C8
TEL.: 705-942-2070 | FAX: 705-942-3523 | WWW.WSP.COM

RATIO	
DATE	JUNE 2022
DWN. BY	S.S
GEO BM	-

10 0 5 METRES HORIZONTAL
1 0 0.5 METRES VERTICAL

CITY OF SAULT STE. MARIE

BONDAR MARINA BOARDWALK EXTENSION

TYPICAL CROSS-SECTION

CARL RUMIEL, P.ENG

DIRECTOR OF ENGINEERING

DRAWING NO.

G2 (Add. No. 2)

Ansi B-SCE, G:\2022\221-04380-00 - Bondar Marina Boardwalk Extension City SSM\14.0 - Tech & Prof Services\14.04 - Drawings_CAD\4 - Civil\Bondar Marina Boardwalk - July 12, 2022.dwg, 2022-07-12 10:43:17 AM

FORM OF TENDER (Addendum No. 2)

Contract No. 2022-CDE-CS-03-T – Bondar Marina Boardwalk Extension City SSM

FT.01 TENDER PRICE

1. Offer by - Name -

Address -

Date -

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

A. We, the undersigned, having examined the site of the Work, having carefully investigated the conditions pertaining to the Work and having secured all the information necessary to enable us to submit a bona fide tender, and having inspected all the Contract Documents, hereby agree to enter into a contract and to perform all the Work in a good and workmanlike manner in accordance with the Contract Documents to the satisfaction of the Engineer for the Total Tender Price (including H.S.T.) of.....

..... /100 dollars ($)

FT.02 CONTINGENCIES AND ALLOWANCES

A. We agree that the tender price includes the contingency sum of **$100,000.00** and that no part of this sum shall be expended without the written direction of the Contract Administrator, and any part not so expended shall be deducted from the tender price.

B. We agree that the Tender Price includes an allowance in the amount of **$2,000.00** from which the Contractor shall be compensated by the Owner for fifty percent (50%) of the cost of a pre-construction building survey by a qualified insurance adjuster approved by the Contract Administrator. The Contractor shall arrange for the survey to be conducted and submit a written estimate prepared by the insurance adjuster to the Contract Administrator, for approval, prior to authorizing completion of the survey. This allowance will only cover 50% of the invoice cost. Payment for 50% of the cost of the survey shall be included in the first Progress Payment following submission of the appropriate invoices for the work to the Contract Administrator and only to the extent to which said invoices are approved by the Contract Administrator. The Contractor is not entitled to any part of the allowance not substantiated by approved invoices and any part not so expended shall be deducted from the tender price. The Contractor's overhead and profit in connection with the pre-construction building survey will not be paid out of the allowance but shall be included in the price bid for other tender items, as the Contractor deems appropriate. The building survey shall be completed prior to commencing any work on site.

FT.03 QUANTITIES

A. The tender price is compiled from the Schedule of Tender Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the prices in the schedule.

FT.04 ADDITIONS AND DEDUCTIONS

A. We agree that the valuation of additions to, and deductions from, the contract shall be made as follows: -

1. The prices in the Schedule of Tender Prices shall apply where appropriate.

2. If the prices in subsection 1 are not appropriate, valuation will be made by one of the following methods:

(A) The Contract Administrator may ask the Contractor for a quotation for the proposed work;

(B) If the quotation referred to in (A) above is not accepted by the Contract Administrator, the actual cost of the Work will be determined as the total of only the following:

(1) As described in Section GC 8.02.04 of the General Conditions;

(2) Common construction equipment such as barricades, construction signs, delineators, snow fence, pick-up trucks, etc. will not be considered for payment, however, pick-up trucks may be considered if they are being used to haul materials for the work.

FT.05 ADDENDA

A. We agree that we have received addenda ..... to .....* inclusive, and the tender price includes the provisions set out in such addenda.

*** Tenderer to Complete**

FT.06 SCHEDULE OF TENDER PRICES

A. Bidders shall fill in all Unit Prices and Total Prices. "Spec. No." refers to the applicable Ontario Provincial Standards Specification number, while "SP" refers to a Special Provision for this item. (P) indicates Plan Quantity Payment for the particular Tender Item.

SECTION A – BOARDWALK & SIDEWALKS						
Item No.	**Spec. No.**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
A01	SP	Mobilization/Demobilization	L.S.	1	$	
A02	906,908, 922, SP	Prefabricated Bridge Superstructure, Supply Only: i) Segment A1 (10 m)	Ea.	1	$	$
		ii) Segment A2 (±10 m)	Ea.	1	$	$
		iii) Segments A3-A11 (±12 m)	Ea.	9	$	$
		iv) Segment A12 (±12 m)	Ea.	1	$	$
A03	903, SP	HP310x79 Steel Piles Supply and Installation	Ea.	17	$	$
A04	SP	W310x39 Steel Beams Supply and Installation	Ea.	10	$	$
A05	511, SP	Rip-Rap for the Embankment	tonne	40	$	$
A06	SP	Modify Ex. Piles	Ea.	5	$	$

A07	510, SP	Remove Bollards from Sidewalk	Ea.	3	$	$
A08	906,908, SP	Prefabricated Bridge Superstructure, Installation	L.S.	1	$	$
A09	351, SP	Sawcut Ex. Concrete Sidewalk / Retaining Wall and Removal of Ex. Concrete Stairs	L.S.	1	$	$
A10	314,351, SP	Replace Concrete Sidewalk	m^2	45	$	$
A11	314, SP	Engineered Fill	tonne	50	$	$
SUB-TOTAL SECTION A – BOARDWALK & SIDEWALKS						

SECTION B – MISCELLANEOUS & PROVISIONAL ITEMS						
Item No.	**Spec. No.**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
B01	201, SP	**Provisional:** Tree Removals	L.S.	2	$	$
B02	801, SP	Protection of Trees	L.S.	1	$	$
B03	706, SP	Traffic Control	L.S.	1	$	$
B04	804, SP	Turbidity Curtain (Approximately 135 meters)	L.S.	1	$	$
B05	805, SP	Silt Fencing	m	30	$	$
B06	802, 803, SP	**Provisional:** 75 mm Topsoil & Sod	m^2	150	$	$
B07	SP	**Provisional:** Electrical Conduit for Future Lighting	m	140	$	$
B08		Pre-Construction Building Survey	L.S.	1	$ 2,000	$ 2,000
B09	SP	Bonds & Insurance	L.S.	1	$	$
B10	SP	Contingency Allowance	L.S.	1	$ 100,000	$ 100,000
B11	SP	**Provisional:** Lead Abatement	L.S.	1	$	$
SUB-TOTAL SECTION B – MISCELLANEOUS & PROVISIONAL ITEMS						$

SUMMARY OF TENDERED PRICES

Subtotal Section A – Boardwalk & Sidewalks	$
Subtotal Section B – Miscellaneous & Provisional Items	$
Subtotal	$
HST @ 13%	$
***TOTAL TENDER PRICE**	**$**

* This Total Tender Price to be inserted on Page 1 of the Form of Tender. In the case of any mathematical error in calculating the tendered price listed on the Form of Tender, the Unit Prices tendered for each section shall prevail.

FT.07 PROVISIONAL ITEMS

A. We agree that the Schedule of Tender Items contains Section "B" - Miscellaneous & Provisional Items, which includes unit prices and estimated quantities for Provisional Items that may or may not be used during the construction of the project. The Tenderer agrees that he is not entitled to payment for Provisional Items except for work carried out by him in accordance with the Contract and only to the extent of such additional work, as authorized by the Contract Administrator in writing. The total price for Section "B" is included in the Total Tender Price.

OFFERED ON BEHALF
OF THE CONTRACTOR

SIGNATURE

CONTRACTOR'S SEAL

SIGNATURE

COMPANY NAME

WITNESS SIGNATURE

ADDRESS

DATE

SPECIAL PROVISIONS – TENDER ITEMS
(Addendum No.2)

Corporation of the City of Sault Ste. Marie

Contract No. 2022-CDE-CS-03-T
Bondar Marina Boardwalk Extension City SSM

Item No. A01

Mobilization/Demobilization: The Lump Sum Price bid for this item shall include all labour, equipment and material necessary to mobilize all personnel, equipment and materials to the site of the project as required and includes the demobilization of all personnel, equipment and surplus materials proceeding the completion of the project. This item shall additionally include the clean-up of the project site and associated debris remaining from the construction to the satisfaction of the Engineer / Contract Administrator.

Upon full mobilization and commencement of construction 50% of the lump sum price bid will be paid. The remainder of the price bid for this item will be paid following the demobilization and restoration of the construction site to equal or better conditions than the preconstruction conditions, to be approved by the Contract Administrator.

Item No. A02

Prefabricated Bridge (Boardwalk) Superstructure, Supply Only: The Unit Price bid for this item shall include all labour, equipment and material necessary for the Contractor to supply, load, and transport prefabricated (pre-engineered) boardwalks , bearings plates, decking, and expansion joints.

Contractor shall submit shop drawings and submittal drawings of the pre-engineered boardwalk sections. All shop drawings and submittals shall be stamped by a Professional Engineer licenced in the Province of Ontario.

The following suppliers are included for reference only. Alternate suppliers may be considered.

Poralu Marine Canada, Ontario Contact: Stephen Fischer 1.416.389.4429 s.fischer@poralu.com	**Structurmarine (Quebec)** Contact: Bruno Nolet 1.514.771.8775 bruno.nolet@structurmarine.com

The bridge shall be conformant with the following specifications and standards:

i. CAN/CSA S6-14 Canadian Highway Bridge Design Code (CHBDC), Latest Edition

ii. CSA S16-09, Design of Steel Structures.

iii. CSA S269.1-1975(R2003), Falsework for Construction Purposes.

iv. CSA W48-06, Filler Metals and Allied Materials for Metal Arc Welding.

v. CSA W59.2 Welded Aluminium Construction

vi. CSA W178.2-2014, Welding Inspector Certification

vii. CISC, Handbook of Steel Construction

Pre-engineered Boardwalk Specifications:

Quantity: 12 (A1 through A12)

Length: Varies – refer to drawings

Arched/Camber: No

Width: 2.4m (8 feet) clear inside of hand-rails

Design Loading:

- Per Ontario Building Code (O.B.C.)
- 4.8 kPa Live Load
- Wind and Snow per O.B.C.

Handrails and Guards: per O.B.C.

Decking: Composite material – non-slip, suitable for cold climates

Boardwalk Structural Material: Aluminum 6061-T6

Bearing Plates/Expansion Joints: Shall be supplied by the Boardwalk Manufacturer

Fasteners: all fasteners and anchor bolts shall be Stainless Steel

Matting faces: Boardwalk Manufacturer shall provide non-conductive material between the aluminum boardwalk and

the steel sub-structure, and concrete surfaces to minimize galvanic corrosion.

Connection to Sub-Structure: Boardwalk Manufacturer shall provide all necessary elements (structural or non-structural) for the connection of the boardwalk segments to the proposed steel sub-structure.

Item No. A03

HP310x79 Steel Piles Supply and Installation: The Unit Price bid for this item shall include all labour, equipment and material required to supply, load, transport and install the HP310x79 steel piles. This price shall include the welding of a 400 mm x 400 mm x 25 mm plate to the top of the pile. All welding shall be compliant with CSA W59.2.

Contractor shall install a drive-shoe on the steel piles per OPSD 3000.100. Piles shall be embedded minimum 200mm into competent bedrock and installed per OPSS 903.

Costs associated with the removal of existing rip-rap (if required) to accommodate the installation of the piles shall be included in the Unit Price bid. Price shall also include placing the rip-rap back once the piles are installed.

Contractor shall provide an installation certificate certifying that the piles have been installed into competent bedrock. The design loading of the piles is 150 kN.

All steel piles above the rip-rap shall be shop primed and painted as follows:

Prime Coat: Amercoat 68HS, DFT: 75µm

Intermediate Coat: Amercoat 385, DFT: 100µm

Top Coat: Amercoat 450H, colour: black, DFT: 100µm

Surface preparation and application shall be in accordance with the manufacturer's recommendations.

The Unit Price bid shall also include a vibration management program as outlined below:

Zone of Influence

A zone of influence (ZOI) of minimum 40 meters from the construction site must be assumed. The nearest or all buildings within the ZOI must be considered for monitoring or vibration management. The typical monitoring protocol is provided below. If there are no project specific limits established, as a minimum, the limits provided in Table 1 should be considered for monitoring vibration at the buildings within ZOI.

Vibration Limits

Frequency of Vibration (Hz)	Peak Particle Velocity Limits (mm/s)	
	Review Level	Alert Level
Less Than 4	4	8
4 -10	10	15
Greater Than 10	15	25

If there any buildings/structures of heritage nature or of particular importance due to their location or loading, (including the marina fuel dock/station) those buildings or structures should be considered separately

A seismograph shall be used to monitor vibrations. It shall record vibrations in three orthogonal axes in peak particle velocity (PPV). The equipment must be capable of monitoring frequencies from 1 Hz to 100 Hz; recording at a minimum of 1024 samples per second.

The monitoring locations shall be selected to capture expected worst-case vibration from construction activity at or near the building/structure being monitored.
Prior to construction, vibration monitoring shall be conducted with seismographs to collect baseline vibrations experienced by the building/structure that will be monitored.

The baseline monitoring locations shall be selected to capture expected worst-case vibration from construction activity at or near the building/structure that will be monitored during construction.

Vibration limits provided in Table 1 are not to be exceeded during construction. If the vibration limit is reached or exceeded, as a minimum, the contractor shall provide a workplan to mitigate and/or limit vibrations.

Daily vibration reports (during pile installation) shall be submitted to the Contract Administrator

Item No. A04 **W310x39 Steel Beams Supply and Installation:** The Unit Price bid for this item shall include all labour, equipment and material necessary to supply, load, transport and install the W310x39 steel beams on the steel piles. This unit price includes the bolted connection of the flanges to the pile cap plate. This bolted connection shall comply with CSA S6:19.17.22.2. This unit price bid shall also include the supply and installation of 400x400x25mm bearing plates and 12mm stiffeners as specified in the drawings.

All steel beams and cap plates shall be shop primed and painted as follows:

Prime Coat: Amercoat 68HS, DFT: 75µm

Intermediate Coat: Amercoat 385, DFT: 100µm

Top Coat: Amercoat 450H, colour: black, DFT: 100µm

Surface preparation and application shall be in accordance with the manufacturer's recommendations.

Item No. A05 **Rip-Rap for the Embankment:** The Unit Price bid for this item shall include all labour, equipment and material necessary to load, transport, place, and grade rip-rap along the eastern embankment of the Bondar Marina where shown on the drawings.

Measurement for payment for material shall be by the actual mass in tonnes as approved by the Contract Administrator. The weighing of materials shall conform to OPSS 102. Electronic weigh-tickets shall be submitted to the Contract Administrator's representative on site and signed by the representative in order to be eligible for payment.

Rip-Rap size shall be 200mm to 400mm (graded) and installed to provide a stable slope.

Item No. A06 **Modify Existing Piles:** The Unit Price bid for this item shall include all labour, equipment and material required to modify the existing steel piles. This price shall include cutting the existing piles to the required height, and welding of a 400 mm x 400 mm x 25 mm plate to the top of the pile. All welding shall be compliant with CSA W59.2.

Existing piles and tie-backs shall be painted as follows:

Prime Coat: Amercoat 68HS, DFT: 75µm

Intermediate Coat: Amercoat 385, DFT: 100µm

Top Coat: Amercoat 450H, colour: black, DFT: 100µm

Prior to painting, existing piles shall be prepped in accordance with SSPC SP-11. Contractor shall use proper environmental protection measures to ensure old paint or deleterious materials do not enter the environment or waterways. All paint products shall be used in accordance with the manufacturer's recommendations.

Item No. A07 **Remove Bollards from Sidewalk:** The Unit Price bid for this item shall include all labour, equipment and material required to complete the work in accordance with OPSS 510 and these contract documents.

All materials shall be disposed off-site.

Item No. A08 **Prefabricated Bridge Superstructure, Installation:** The Unit Price bid for this item shall include all labour, equipment and material required to complete the installation of the prefabricated boardwalk superstructure. The installation shall be completed in accordance with the boardwalk supplier's recommendations.

The bid price shall include site visits, as required, by the boardwalk supplier's engineer (or designate) to ensure the structure is installed in accordance with their requirements.

Item No. A09 **Sawcut Existing Concrete Sidewalk:** The Lump Sum Price bid for this item shall include all labour, equipment and material necessary to saw cut (and/or chip out) existing concrete sidewalk at the locations shown on the drawings and as indicated by the Contract Administrator. Saw cutting shall be to full depth and to neat straight lines utilizing approved mechanical sawing equipment. Any uneven surfaces due to chipping shall be grouted flat (with a slight slope to shed water) with non-shrink structural grout.

Items No. A10

Concrete Sidewalks: The Unit Price bid for these items shall include all labour, quality control testing, equipment and material required to complete the work in accordance with OPSS 351 and these Contract Documents. Concrete sidewalks, retaining walls and driveways shall be constructed in accordance with the following:

- Excavation shall be to the limits as determined by the Contract Administrator and to a depth sufficient to place the specified subbase, 150 mm of Granular A and 150 mm of concrete.
- Match existing condition at the limits of new construction or as otherwise directed by the Contract Administrator.
- Place and compact Granular 'A' to a depth of 150 mm. Granular 'A' shall be compacted to 100% Standard Proctor Maximum Dry Density in accordance with OPSS 501 and shall be paid under the Granular 'A' Item.
- See Appendix 5 – City of Sault Ste. Marie Sidewalk Specification.
- Wheelchair ramps shall be constructed in locations determined by the Contract Administrator and shall conform to the Contract Drawings. The cost of wheelchair ramps shall be included in the Unit Price bid for concrete sidewalk. Maximum grade for sidewalks/ramps shall be 2%
- Existing concrete sidewalk and concrete driveways shall be saw-cut at the limits of removal as directed by the Contract Administrator.
- Concrete sidewalk placed abutting concrete curb and gutter, or existing concrete sidewalk shall be separated utilizing an expansion joint of bituminous impregnated softboard, 12 mm thick.
- Private concrete walkways shall be constructed to a width to match the existing walkway unless otherwise directed by the Contract Administrator.

Testing shall be done per Appendix 4 – City of Sault Ste. Marie Contractor Quality Control Requirements.

Payment for sidewalks will be in square meters as measured in the field.

Items No. A11

Engineered Fill: The Unit Price bid for this item shall include all labour, quality control testing, equipment and material required to supply, transport, place, grade and compact engineered fill to be placed on the embankment along the eastern side of the marina, according to the design drawings.

All granulars shall be in accordance with OPSS 1010.

Testing shall be done per Appendix 4 – City of Sault Ste. Marie Contractor Quality Control Requirements.

Measurement for payment of engineered fill shall be by the actual tonnes of material placed as approved by the Contract Administrator. Weighing of materials shall conform to OPSS 102. Electronic weigh-tickets for engineered fill must be submitted to the Contract Administrator's representative on site and signed by the representative in order to be eligible for payment.

Item No. B01

Tree Removals: The lump sum price for this item shall include all labour, equipment and material required to remove trees 100 mm diameter and greater and to dispose off site.

Approved removals to be in accordance with OPSS.MUNI 201.

Notify utility authorities before starting tree removal.

Verify trees to be removed with the Contract Administrator

Grub out stumps and roots, dispose off-site. Backfill with site select material.

Item No. B02

Protection of Trees: The lump sum price for this item shall include all labour, equipment and material necessary to protect existing trees which are to be retained, by erecting construction hoarding barriers as detailed on the contract drawings and in accordance with OPSS.MUNI 801.

Firmly anchor barriers into the ground in an approved manner, as detailed on the contract drawings.

Stretch the fencing along the placed T-bars and tie in at least four (4) places per T-Bar using appropriate galvanized tie wires. Fencing should be taught.

Item No. B03

Traffic Control: The requirements of OPSS 706 - Traffic Control Signing and Special Provision Section 10 - Traffic Control shall apply under this item except as modified herein.

Section 706.03, Definitions, is amended by the deletion of the definition "Construction Signs" and the definition of "Manual" and replacement with the following:

- **Construction Signs:** means all traffic control signs and associated devices identified in the Ontario Traffic Manual Temporary Conditions Book 7, including vehicles and sign trailers, required to support the signs and equipment to supply sign lighting, excluding the contract identification sign and highway number markers.
- **Manual:** means the Ontario Traffic Manual – Temporary Conditions, Book 7.

Section 706.05.02, Signs, is deleted and replaced with the following:

All details with respect to materials, dimensions and other requirements except reflectivity shall conform to the Ontario Traffic Manual Temporary Conditions Book 7.

The Contractor shall maintain a daily diary of the signs in use for temporary and long term traffic control and the diary shall be submitted prior to the final payment. The following information shall be included:

1. A schematic of the location of each existing sign by station, offset and height above pavement;
2. A schematic of the placement and relocation of all construction signs during each stage of construction by station, offset and height above pavement;
3. Traffic accidents including time of inspection, location of incident and photographs; and,

Time of daily sign inspections.

Item No. B04

Turbidity Curtain: The lump sum price for this item shall include all labour, equipment, and material required to complete the installation, monitoring, maintenance and removal of temporary erosion control according to OPSD 219.260.

Turbidity curtains shall meet CAN/CGSB 148.1, No. 7.3 and the material shall be geotextile or geomembrane. The geotextile shall be a woven material with the filtration opening size (FOS) being no greater than 300 µm, conforming to CAN/CGSB 148.1, No. 10.

Item No. B05

Silt Fencing: The Unit Price for this item shall include all labour, equipment, and material required to complete the installation, monitoring, maintenance, and removal of temporary erosion control according to OPSD 219.130.

Silt fencing shall be net free and shall be in place prior to any soil disturbances and remain effective during the entirety of the project.

Item No. B06

Topsoil & Sod: The Unit Price bid for this item shall include all labour, equipment and material required to complete the work, including the supply, testing of topsoil, excavation, trimming, base preparation for topsoil, placing topsoil, compacting topsoil, placing sod, watering and fertilizing and such other materials as may be necessary.

Topsoil texture to consist of 20% to 70% sand and will have a minimum of 5% organic matter for clay loams and 2% organic matter for sandy loams to a maximum of 20% by volume.

Topsoil will be free of subsoil, roots, grass, weeds, toxic materials, stones in excess of 25 mm, and foreign objects.

Topsoil will have an acidity range (pH) of 6.0 to 7.5.

Soil nutrients shall be present in the following ratios:

- Nitrogen (N): 20 - 40 micrograms of available N/gram of topsoil
- Phosphorous (P):10-20 micrograms of phosphate/gram of topsoil
- Potassium (K): 80-120 micrograms of potash/gram of topsoil

Calcium, magnesium, and micro-nutrients including iron, zinc, boron, sulphur, copper.

- Spread topsoil to depths indicated. Topsoil depth shall be determined after settlement and 85% compaction.

Advise Contract Administrator of sources of topsoil to be utilized with sufficient lead time for testing, a minimum of 7 days in advance of starting work.

Contractor is responsible for collecting soil sample and submitting soil sample for analysis as required. Contract Administrator to be present when samples are collected.

Soil testing by recognized testing facility for standard SSC% make up of soil (sand-silt-clay), pH, N, P and K, organic matter.

Testing of Topsoil will be carried out by testing laboratory approved by Contract Administrator.

Measurement for payment for topsoil and sod will be in square meters, as measured in the field.

Item No. B07

Electrical Conduits for Future Lighting: The Unit Price bid for this item shall include all labour, equipment and material required for the installation of 38 mm diameter galvanized electrical conduit complete with junctions boxes every 12 meters.

The electrical conduit shall be secured to the underside of the boardwalk structures using appropriate fasteners.

All work shall be completed in accordance with the Ontario Electrical Code.

Measurement for payment will be per linear meter of installed conduit.

Item No. B09

Bonds and Insurance: The price bid for this item shall include full compensation for the cost of bonds and insurance for the project, as specified. If, in the opinion of the Contract Administrator, the amount for this item is unbalanced, the Contractor shall submit invoices or other proof to justify the amount. If the Contract Administrator determines that the amount is unbalanced, he shall adjust the amount and apply the remainder to other tender items as he sees fit. This item will be paid at the first Progress Payment following receipt of acceptable bonds and proof of insurance.

Item No. B10

Contingency Allowance: Perform work only with the prior approval of the Contract Administrator. Work shall be performed in accordance with OPS specifications and the contract documents, and as directed by the Contract Administrator.

Corporation of the
City of Sault Ste. Marie

City Contract No. 2022-CDE-CS-03-T

Bondar Marina Boardwalk Extension City SSM

CONTRACT SPECIFICATIONS & TENDER DOCUMENTS

390 Bay Street, Suite 101
Sault Ste. Marie, Ontario
P6A 1X2

Telephone (705) 942-2070 Fax (705) 942-3532

Job No. 221-04380-00 December 2022

LIST OF CONTRACT DOCUMENTS

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List of Contract Drawings	Pink	1
Information for Tenderers	Blue	5
Tenderer's Check List	Blue	1
Form of Tender	Yellow	5
Statement Sheet CD-1 – Tenderer's Experience on Similar Projects	White	1
Statement Sheet CD-2 - List of Subcontractors	White	1
Statement Sheet CD-3 – Tenderer's Staff and Plant	White	1
Agreement to Bond	White	1
City of Sault Ste. Marie Form of Agreement	White	2
Supplemental General Conditions of Contract	White	11
List of Ontario Provincial Standard Specifications	White	3
Special Provisions -		
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Contract No. 2022-CDE-CS-03-T– Bondar Marina Boardwalk Extension City SSM

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INFORMATION FOR TENDERERS

Contract No. 2022-CDE-CS-03-T – Bondar Marina Boardwalk Extension City

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CORPORATION OF THE CITY OF SAULT STE. MARIE
Contract No. 2022-CDE-CS-03-T– Bondar Marina Boardwalk Extension

INFORMATION FOR TENDERERS

1. Delivery and Opening of Tenders

Sealed Tenders, properly and clearly marked as to contents, will be received by the City Clerk, 4th Floor, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario, until 3:00 p.m., local time:

Friday, July 15, 2022

A public opening of the tender will follow, held in the Biggins Room, Civic Centre, 99 Foster Drive at 3:15 p.m., local time during which viewing is available at https://www.youtube.com/SaultstemarieCa.

The Corporation reserves the right to reject any or all bids and the lowest tender will not necessarily be accepted.

2. Informal Tenders

Tenders which are incomplete, unbalanced, conditional, or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal. All entries must be legible and made in ink or typewriter, otherwise the Tender may be declared informal. Persons tendering are required to fill in all blanks. Should any uncertainty arise as to the proper manner of doing so, instruction on proper procedure will be given, upon request, by the Contract Administrator. Tenders that contain prices which appear to be unbalanced in such a manner as likely to adversely affect the interests of the Owner, may be rejected.

3. Tender Documents

All tenders must be made on the printed forms supplied for that purpose. No others will be considered. Each tender shall be in accordance with the Contract Documents and shall include a completed Form of Tender, an Agreement to Bond, and Statement Sheets CD-1 to CD-3 all as attached hereto, and a Tender Deposit, as required herein, together with any other forms or sheets which the Tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with his Tender.

The Tenderer shall give the Total Tender Price both in words and in figures and, except as is otherwise specifically permitted herein and in the Form of Tender, shall fill in all blank spaces for unit prices, lump sums, provisional items prices, time for completion and other information in the Form of Tender.

4. Deposit for Plans and Specifications

A document deposit cheque in the amount of $100.00, made payable to the Corporation of the City of Sault Ste. Marie, is required for plans and specifications. Only Contractors who submit a Bona Fide Tender will have this deposit refunded on return of the plans and specifications, in good condition, within fifteen (15) days of the closing date of the tender. Otherwise, the deposit shall be forfeited.

The Tenderer to which the contract is awarded will be furnished with an adequate number of documents and drawings at no charge.

5. Discrepancies

If a tenderer finds discrepancies in, or omissions from the Contract Documents, or if he is in doubt as to their meaning, he shall notify the Contract Administrator (WSP Canada), who may issue an addendum. Neither the Owner nor the Contract Administrator will make oral interpretations of the meaning of the Contract Documents.

Addenda issued during the tendering period shall be allowed for by the Tenderer in submitting his tender.

6. Examination of Site / Mandatory Site Visit

The Tenderer shall visit the site of the work before submitting his tender and shall by personal examination satisfy himself as to the local conditions that may be encountered during construction of the work. He shall make his own estimate of the facilities and difficulties that may be encountered and the nature of the sub-surface materials and conditions. He shall not claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

A mandatory site visit will be convened on Tuesday, July 5th, 2022 at 2:00 pm. Participants to meet in the Montana's parking lot adjacent to the project site.

7. Withdrawal or Qualifying of Tenders

A Tenderer who has submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that Tenderer for this contract.

8. Tender Parts

The division of the Form of Tender into several parts is for administrative purposes only. Tenderers shall bid on all parts. Incomplete tenders shall not be accepted. Tenders not completed as instructed shall be considered incomplete.

9. Harmonized Sales Tax

The Owner will pay to the Contractor with each progress payment certificate the HST Tax due on the value of goods and services rendered for the payment interval.

10. Tender Deposit

Every tender shall be accompanied by a Tender Deposit in the form of a certified cheque, bid bond, or money order in the amount of **$60,000.00** payable to the Corporation of the City of Sault Ste. Marie.

Such deposit shall be security to the Owner that the Tenderer, if awarded the contract, will execute the Agreement, supply bonds, insurance documents and a Workplace Safety and Insurance Board Clearance Certificate within two (2) weeks of being notified of award, and start work as specified. The security will be forfeited to the Municipality if the accepted Tenderer fails to enter into the formal contract within the specified time.

Tender deposits of all Tenderers, except the lowest and second lowest Tenderers, will be returned within ten (10) working days after the date of tender closing.

Tender deposits of the two low Tenderers will be retained until a tender has been accepted and the contract properly executed.

11. Bonds

The Contractor, together with a surety company approved by the Owner and authorized by law to carry on business in the Province of Ontario, shall furnish a Labour and Material Payment Bond for 50% of the Total Tender Price and a Performance Bond for 100% of the Total Tender Price. Such bonds shall be approved by and acceptable to the Owner and must be furnished when the contract is signed by the Contractor.

12. Agreement to Bond

Each tender must be accompanied by an "Agreement to Bond" from an approved guarantee company as surety that the Tenderer can obtain the required Contract Labour and Material Payment Bond and the required Contract Performance Bond.

13. Workplace Safety & Insurance Board

The Contractor shall furnish evidence of compliance with all requirements of the Workplace Safety & Insurance Act of Ontario. Such evidence shall include a Certificate of Good Standing issued prior to the execution of the contract, and a further certificate issued prior to the release of the Construction Lien Act Holdback.

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Furthermore, the City's Vaccination Policy also applies to contractors while they are working on City Workplaces, or directly with our employees. Details regarding compliance with this requirement may be obtained by contacting Shelley Olar, Risk Manager, telephone 705-759-5768 or by email to s.olar@cityssm.on.ca. Responsibility for compliance with this requirement for its Subcontractors is the responsibility of the successful Contractor. Failure to comply with the requirements of this Program will result in loss of the contract.

14. Proof of Ability/Submittals

The Tenderer shall be competent and capable of performing the various items of Work. The Tenderer shall complete the following statement sheets, which are bound herein, and submit with his Tender:

1. Statement Sheet CD-1: Tenderer's Experience on Similar Work with a list of specific examples completed within the last 5 years, with appropriate references.

2. Statement Sheet CD-2: List of Subcontractors.

3. Statement Sheet CD-3: Tenderer's Staff and Plant.

The Tenderer may be required to furnish additional statements covering other matters, including financial resources.

15. Occupational Health and Safety Act

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor by executing this contract unequivocally acknowledges that he is the *"Constructor"* within the meaning of the Occupational Health and Safety Act, R.S.O. 1990, c.0.1, and Regulation 213/91 for Construction Projects, and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the Tenderer that the Occupational Health and Safety Act provides, in addition to other matters, that:

"A constructor shall ensure on a project undertaken by the constructor that:

a) the measures and procedures prescribed by the Act and the regulations are carried out on the project;
b) every employer and every worker performing work on the project complies with this Act and the regulations; and,
c) the health and safety of workers on the project is protected."

16. Definition of Owner/Authority and Engineer/Contract Administrator

Whenever the word "Owner", "Municipality", "City", "Authority", or "Corporation" appears in this contract, it shall be interpreted as meaning the Corporation of the City of Sault Ste. Marie.

Whenever the word "Engineer", "Consulting Engineer" or "Contract Administrator" appears in this contract, it shall be deemed to mean WSP Canada Inc. and its authorized representatives.

17. Acceptance or Rejection of Tenders

Subject to the General Conditions, neither the Consulting Contract Administrator nor any officer or employee of

the Owner has authority to make or accept an offer or to enter into a contract on behalf of the Owner or to create any rights against or to impose any obligations on the Owner. The recommendation by the Consulting Contract Administrator of a tender to the Owner for acceptance does not constitute acceptance of the tender by the Owner.

A tender is accepted by the Owner and a contract is made thereby between the Owner and a Tenderer only when an Agreement in the form bound herein is executed by the Owner and by the Tenderer. The acceptance of the tender and the execution of the Agreement by the Owner are subject to the express condition that the Owner receive a Performance Bond and a Payment Bond in accordance with the requirements hereof, **within fourteen days after notification** of the acceptance of the tender by the Owner. **Tenders shall be open for acceptance for a period of 60 days after the closing date.** After this time, the tender may only be accepted with the consent of the successful bidder.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer before or after, or by reason of, the acceptance or the non-acceptance by the Owner of any tender, or by reason of any delay in the acceptance of a tender, save as provided in the contract. Tenders are subject to a formal contract being prepared and executed. The Owner reserves the right to reject any or all tenders and to waive formalities as the interests of the Owner may require without stating reasons therefore and the lowest or any tender will not necessarily be accepted.

18. Progression of Work and Completion Date

The Contractor shall start work on this project within ten (10) days of receiving written notification from the Contract Administrator to proceed and shall continuously work in an orderly manner to completion. The time for completion, detours and sequence of operations, shall be as specified in the Special Provisions contained herein.

19. Contractor's Work Force

The Contractor shall use local manpower as much as possible for the work under this contract.

20. Approvals

The award of the contract is subject to the Owner receiving all approvals for the Work, including but not necessarily limited to, approval from the Ontario Ministry of the Environment for all underground services included in the Work.

21. Statutory Declaration of Payments, Liens & Liabilities

Prior to the release of the Construction Lien Act Holdback, the contractor shall submit a completed "Statutory Declaration of Payments, Liens and Liabilities" form. A copy of the form is bound herein in Appendix 1.

CORPORATION OF THE CITY OF SAULT STE. MARIE

Contract No. 2022-CDE-CS-03-T – Bondar Marina Boardwalk Extension

TENDERER'S CHECK LIST

BEFORE SUBMITTING YOUR TENDER, CHECK THE FOLLOWING POINTS:

1. Has your Tender been signed, sealed and witnessed?
2. Have you enclosed the Tender Deposit?
3. Have you enclosed the Agreement to Bond, signed and sealed by your proposed Surety?
4. Have you completed all Schedules and Prices in the Form of Tender?
5. Have you completed and enclosed Statement Sheets CD-1 to CD-3?
6. Have you enclosed the Official Form of Tender? (Loose Copy).
7. Have you read the Contract Documents thoroughly?
8. Have you visited the site to ensure you have a clear understanding of the work involved?

MAKE SURE THAT YOU SEAL THE TENDER INSIDE A TENDER ENVELOPE AND MARK THEREON THE CONTRACT NAME AND NUMBER.

FORM OF TENDER (Addendum No. 2)

Contract No. 2022-CDE-CS-03-T – Bondar Marina Boardwalk Extension City SSM

FT.01 TENDER PRICE

1. Offer by - Name PORALU MARINE INC.

   Address 345, boul. Industriel, St-Eustache, Québec J7R 6C9

   Date December 12th, 2022

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

A. We, the undersigned, having examined the site of the Work, having carefully investigated the conditions pertaining to the Work and having secured all the information necessary to enable us to submit a bona fide tender, and having inspected all the Contract Documents, hereby agree to enter into a contract and to perform all the Work in a good and workmanlike manner in accordance with the Contract Documents to the satisfaction of the Engineer for the Total Tender Price (including H.S.T.) of.....

One Milion Fifty Eight Thousand & Thirty-Five dollars and Ninety-Five Cents.....
..... 10 /100 dollars ($ 1 058 035.95)

FT.02 CONTINGENCIES AND ALLOWANCES

A. ~~We agree that the tender price includes the contingency sum of **$100,000.00** and that no part of this sum shall be expended without the written direction of the Contract Administrator, and any part not so expended shall be deducted from the tender price~~.

B. We agree that the Tender Price includes an allowance in the amount of **$2,000.00** from which the Contractor shall be compensated by the Owner for fifty percent (50%) of the cost of a pre-construction building survey by a qualified insurance adjuster approved by the Contract Administrator. The Contractor shall arrange for the survey to be conducted and submit a written estimate prepared by the insurance adjuster to the Contract Administrator, for approval, prior to authorizing completion of the survey. This allowance will only cover 50% of the invoice cost. Payment for 50% of the cost of the survey shall be included in the first Progress Payment following submission of the appropriate invoices for the work to the Contract Administrator and only to the extent to which said invoices are approved by the Contract Administrator. The Contractor is not entitled to any part of the allowance not substantiated by approved invoices and any part not so expended shall be deducted from the tender price. The Contractor's overhead and profit in connection with the pre-construction building survey will not be paid out of the allowance but shall be included in the price bid for other tender items, as the Contractor deems appropriate. The building survey shall be completed prior to commencing any work on site.

FT.03 QUANTITIES

A. The tender price is compiled from the Schedule of Tender Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the prices in the schedule.

FT.04 ADDITIONS AND DEDUCTIONS

A. We agree that the valuation of additions to, and deductions from, the contract shall be made as follows: -

   1. The prices in the Schedule of Tender Prices shall apply where appropriate.

2. If the prices in subsection 1 are not appropriate, valuation will be made by one of the following methods:

(A) The Contract Administrator may ask the Contractor for a quotation for the proposed work;

(B) If the quotation referred to in (A) above is not accepted by the Contract Administrator, the actual cost of the Work will be determined as the total of only the following:

(1) As described in Section GC 8.02.04 of the General Conditions;

(2) Common construction equipment such as barricades, construction signs, delineators, snow fence, pick-up trucks, etc. will not be considered for payment, however, pick-up trucks may be considered if they are being used to haul materials for the work.

FT.05 ADDENDA

A. We agree that we have received addenda .....1.. to ..2.....* inclusive, and the tender price includes the provisions set out in such adden , subject to value engineering and modification of design accepted by the City of Sault Ste. Marie e

FT.06 SCHEDULE OF TENDER PRICES

A. Bidders shall fill in all Unit Prices and Total Prices. "Spec. No." refers to the applicable Ontario Provincial Standards Specification number, while "SP" refers to a Special Provision for this item. (P) indicates Plan Quantity Payment for the particular Tender Item.

SECTION A – BOARDWALK & SIDEWALKS						
Item No.	**Spec. No.**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
A01	SP	Mobilization/Demobilization	L.S.	1	$22 000.00	$22 000.00
A02	906,908, 922, SP	Prefabricated Bridge Superstructure, Supply Only: i) Segment A1 (10 m)	Ea.	1	$45 325.00	$45 325.00
		ii) Segment A2 (±10 m)	Ea.	1	$45 325.00	$45 325.00
		iii) Segments A3-A11 (±12 m)	Ea.	9	$45 325.00	$407 925.00
		iv) Segment A12 (±12 m)	Ea.	1	$45 325.00	$45 325.00
A03	903, SP	HP310x79 Steel Piles Supply and Installation	Ea.	17	$15 250.00	$259 250.00
A04	SP	W310x39 Steel Beams Supply and Installation	Ea.	10	removed	
A05	511, SP	Rip-Rap for the Embankment	tonne	40	$130.00	$5 200.00
A06	SP	Modify Ex. Piles	Ea.	5	$4 830.00	$24 150.00

A07	510, SP	Remove Bollards from Sidewalk	Ea.	3	by the city	
A08	906,908, SP	Prefabricated Bridge Superstructure, Installation	L.S.	1	$46 650.00	$46 650.00
A09	351, SP	Sawcut Ex. Concrete Sidewalk / Retaining Wall and Removal of Ex. Concrete Stairs	L.S.	1	by the city	
A10	314,351, SP	Replace Concrete Sidewalk	m^2	45	by the city	
A11	314, SP	Engineered Fill	tonne	50	by the city	
SUB-TOTAL SECTION A – BOARDWALK & SIDEWALKS						$900 150.00

SECTION B – MISCELLANEOUS & PROVISIONAL ITEMS						
Item No.	**Spec. No.**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
B01	201, SP	**Provisional:** Tree Removals	L.S.	2	by the city	
B02	801, SP	Protection of Trees	L.S.	1	by the city	
B03	706, SP	Traffic Control	L.S.	1	by the city	
B04	804, SP	Turbidity Curtain (Approximately 135 meters)	L.S.	1	$8 500.00	$8 500.00
B05	805, SP	Silt Fencing	m	30	$475.00	$14 250.00
B06	802, 803, SP	**Provisional:** 75 mm Topsoil & Sod	m^2	150	by the city	
B07	SP	**Provisional:** Electrical Conduit for Future Lighting	m	140	by the city	
B08		Pre-Construction Building Survey	L.S.	1	by the city	
B09	SP	Bonds & Insurance	L.S.	1	$ 13 415.00	$13 415.00
B10	SP	Contingency Allowance	L.S.	1		
B11	SP	**Provisional:** Lead Abatement	L.S.	1		
SUB-TOTAL SECTION B – MISCELLANEOUS & PROVISIONAL ITEMS						$ 36 165.00

SUMMARY OF TENDERED PRICES

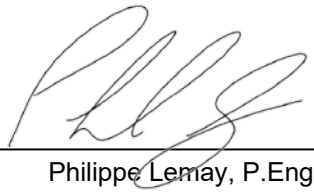
Subtotal Section A – Boardwalk & Sidewalks	**$** 900 150.00
Subtotal Section B – Miscellaneous & Provisional Items	**$** 36 165.00
Subtotal	$ 936 315.00
HST @ 13%	$121 720.95
***TOTAL TENDER PRICE**	**$ 1 058 035.95**

* This Total Tender Price to be inserted on Page 1 of the Form of Tender. In the case of any mathematical error in calculating the tendered price listed on the Form of Tender, the Unit Prices tendered for each section shall prevail.

FT.07 PROVISIONAL ITEMS

A. We agree that the Schedule of Tender Items contains Section "B" - Miscellaneous & Provisional Items, which includes unit prices and estimated quantities for Provisional Items that may or may not be used during the construction of the project. The Tenderer agrees that he is not entitled to payment for Provisional Items except for work carried out by him in accordance with the Contract and only to the extent of such additional work, as authorized by the Contract Administrator in writing. The total price for Section "B" is included in the Total Tender Price.

OFFERED ON BEHALF
OF THE CONTRACTOR



Philippe Lemay, P.Eng.

CONTRACTOR'S SEAL

SIGNATURE

PORALU MARINE INC.

COMPANY NAME



WITNESS SIGNATURE

Philippe Guérette

345, BOUL. INDUSTRIEL
SAINT-EUSTACHE
QUÉBEC J7R 6C9

ADDRESS

December 12th, 2022

DATE

CORPORATION OF THE CITY OF SAULT STE. MARIE

Contract No. 2022–CDE-CS-03-T –– Bondar Marina Boardwalk Extension City SSM

STATEMENT SHEET CD-1

TENDERER'S EXPERIENCE ON SIMILAR PROJECTS

1. Similar projects where Tenderer acted as Prime or Subcontractor.

PROJECT	DATE	VALUE	PRIME OR SUB.
Toronto Outer Harbour	2017	15 000 000$	Prime
Picton Harbour	2021	450 000$	Prime
Port Credit Yacht Club	2017	250 000$	Sub
Friday Harbour	From 2018 up Today	15 000 000$	Prime

CORPORATION OF THE CITY OF SAULT STE. MARIE

Contract No. 2022-CDE-CS-03-T – Bondar Marina Boardwalk Extension City SSM

STATEMENT SHEET CD-2

LIST OF SUBCONTRACTORS

The Tenderer shall list, on this sheet, the name of each proposed subcontractor. A list of possible sub-trades is listed below. The Tenderer shall make an entry against each possible sub-trade listed by naming the proposed subcontractor or by entering "by own forces", whichever applies.

If the Tenderer proposes to sublet a part of the work which is not listed below, he shall add the sub-trade and the proposed subcontractor's name to the list.

Trade	Subcontractor (include address & telephone number)	Value
Excavation, Grading		
Sewers and Watermain		
Landscaping		
Curb and Gutter		
Sidewalk		
Asphalt Paving		
Pile Driving & Marine Work	AVERY CONSTRUCTION LTD. 940 Second Line W, Sault Ste. Marie, ON P6C 2L3 705-759-4800	

CORPORATION OF THE CITY OF SAULT STE. MARIE

Contract No. 2022-CDE-CS-03-T – Bondar Marina Boardwalk Extension City SSM

STATEMENT SHEET CD-3

TENDERER'S STAFF AND PLANT

STAFF

POSITION	NAME	EXPERIENCE
Engineering Director	Philippe Lemay, P. Eng	15+ years
Sales Manager	Stephen Fisher	10+ years
Operation Manager	Gabriel Foucault	10 years

EQUIPMENT ITEMS TO BE USED

	OWNED OR RENTED
Floating Barge	Owned
Crane, fork lift, etc.	Rented

AGREEMENT TO BOND

+

Date....., 2022

WSP Canada Inc.
Job No. 221-04380-00

Dear Sir/Madam:

RE: The Corporation of the City of Sault Ste. Marie
Contract No. 2022-CDE-CS-03-T – Bondar Marina Boardwalk Extension City SSM

In consideration of the Owner accepting the tender of and executing an Agreement with , hereinafter referred to as "the Tenderer" for the construction of the above works subject to the express condition that the Owner receive the Performance Bond and the Payment Bond in accordance with the said tender, we the undersigned hereby agree with the Owner, to become bound to the Owner as surety for the Tenderer in a Performance Bond in an amount equal to 100% of the Total Tender Price and a Labour and Material Payment Bond in an amount equal to 50% of the Total Tender Price, in the standard forms of the Canadian Construction Association and in accordance with the said tender, and we agree to furnish the Owner with the said Bonds within 14 days after notification of the acceptance of the tender has been mailed to us.

Yours very truly,

Note: This Agreement must be executed on behalf of the surety company by its authorized officers under the company's corporate seal.

+ Enter name and address of surety company at the top of the page.

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT No. 2022-CDE-CS-03-T

FORM OF AGREEMENT

This Agreement made (in triplicate) this 22nd day of December in the year **2022** by and between Poralu Marine 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 labour, equipment, and materials and all of the works shown and described in the Contract Documents entitled:

Roberta Bondar Marina Boardwalk Extension City SSM
Contract No. 2022-CDE-CS-03-T

which have been signed in triplicate by both parties and which were prepared by WSP Canada Inc., acting as Agent and Contract Administrator and herein entitled, "the Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.

3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.

4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.

6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, including the Contract Administrator, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or

an officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:

The Corporation:	The Corporation of the City of Sault Ste. Marie Civic Centre, 99 Foster Drive Sault Ste. Marie, Ontario, P6A 5X6
The Contractor:	Poralu Marine Inc. 345 Industrial Boulevard St-Eustache, Québec, J7R 6C9
The Contract Administrator:	WSP Canada Inc. 390 Bay Street, Suite 101, Sault Ste. Marie, Ontario, P6A 1X2

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 – Matthew Shoemaker

(seal)

CAO – Malcolm White

City Clerk - Rachel Tyczinski

THE CONTRACTOR

Poralu Marine Inc.
COMPANY NAME

(seal)

SIGNATURE

SUPPLEMENTAL GENERAL CONDITIONS OF CONTRACT

The Ontario Provincial Standards (OPSS) Muni General Conditions of Contract, **2019** are modified as follows:

SECTION GC 1 -- INTERPRETATION

GC 1.04 -- Definitions

The definitions of "Controlling Operation" and "Subcontractor" in **Subsection GC 1.04 are deleted and replaced by the following:**

"Controlling Operation" means any component of the work, as determined by the Contract Administrator, which, if delayed, will delay the completion of the works.

"Subcontractor" means a person, firm, or corporation undertaking execution of a part of the work by virtue of an agreement with the Contractor which has been approved by the Owner.

“Rate of Interest” means the Bank of Canada rate of interest.

Subsection GC 1.04 is amended by the addition of the following:

"Commercial Source" means a place where aggregate or a product containing aggregate is available for sale.

"Delineator" means a TC-52 construction marker as described in the Manual of Uniform Traffic Control Devices.

"Provide" means supply labour, materials, equipment, handling and cartage required for the complete installation of the item concerned.

GC 1.06 -- Final Acceptance

Subsection GC 1.06 is amended by the addition of the following:

.02 Final Acceptance will not occur until the work has passed all inspection and testing requirements.

Section GC 1 is modified by the addition of the following:

SECTION GC 2 -- CONTRACT DOCUMENTS

Subsection GC 2.01 is deleted and replaced by the following:

GC 2.01 -- Reliance on Contract Documents

.01 The owner warrants that to the best of his knowledge, the information furnished in the Contract Documents can be relied upon with the following limitations or exceptions:

(a) No warranty is provided or implied as to the location of underground utilities which may affect the Work. Although every effort has been made in the preparation of Contract Drawings to accurately detail the locations of underground utilities, it is the Contractor's responsibility to obtain locates of all underground utilities from the responsible authority and to satisfy himself as to their location and the extent to which they may affect the Work.

(b) The Owner does not warrant interpretations of data or opinions expressed in any Subsurface Report available for the perusal of the Contractor, whether or not such report is included as part of the Contract Documents; and,

(c) other information specifically excluded from this warranty.

SECTION GC 3 -- ADMINISTRATION OF THE CONTRACT

GC 3.01 is amended by the addition of the following:

.18 Orders given by the Contract Administrator relating to the quality of material or workmanship or in respect to safety or public convenience must be obeyed by the Contractor without delay.

.19 The Contractor shall not backfill or otherwise cover up any work without either having it inspected and approved by the Contract Administrator or first notifying the Contractor Administrator, in a manner approved or as directed by the Contract Administrator, that the work is ready to be covered up and allowing the Contract Administrator reasonable notice and opportunity for carrying out an inspection. The Contractor shall uncover or open up any work, other than in accordance with the foregoing, if ordered by the Contract Administrator, for inspection and, as directed by and to the satisfaction of the Contract Administrator, make good again all openings, excavations and disturbances of any property, real or personal, resulting therefrom, all at the Contractor's expense; but if the Contractor has backfilled or otherwise covered up any work in accordance with the foregoing, the cost of any uncovering or opening up and making good shall be borne as provided for in the Contract.

.20 No approval by the Contract Administrator or failure of the Contract Administrator to carry out an inspection shall relieve the Contractor of any of his obligations under the Contract or shall be interpreted as being an acceptance of defective or improper work or material which must in every case be removed and replaced properly or otherwise rectified in a satisfactory manner whenever discovered at any time, as provided for in the Contract.

.21 If, in addition to the inspection provided by the Contract Administrator, the Contractor is required by the Contract, by law, by local by-law, or by the Contract Administrator to have any part of the works inspected by others, give the Contract Administrator and the other concerned authority reasonable notice of the time and date proposed for the additional inspection.

.22 The Contract Administrator may order the work to proceed on a two or three eight-hour shift basis if he deems this necessary to speed up the work, or he may order any work to be carried out in whole or in part at night, and the Contractor shall have no claim for extra compensation in respect thereof. No work, however, shall be undertaken at night without the consent in writing of the Contract Administrator. Whenever, in the judgement of the Contract Administrator, it may be necessary or expedient, in order to preserve and maintain traffic over or on any street or road, to do work at night, or after or before the regular time of ending or beginning labour, such night or overtime work shall be performed by the Contractor without additional or extra cost to the Owner beyond the price bid for the work.

.23 The Contractor shall ensure that during night work, if night work is approved by the Contract Administrator in writing, the site of the Work will be adequately flood lighted to the satisfaction of the Contract Administrator for work operations, inspections, and advance warning to traffic.

GC 3.02 -- Working Drawings

Subsection GC 3.02, paragraph .03 is deleted and replaced by the following:

.03 The Contract Administrator will endeavour to review and return Working Drawings within 10 calendar days of receipt. The Contractor shall take this review period into account in his scheduling of the work and shall not be entitled to any extension of Contract Time provided the stipulated review period is not exceeded.

Subsection GC 3.02 is amended by the addition of the following:

.08 For the portions of the work to be done under this Contract where Working Drawings are to be supplied by the Contractor, six (6) copies of same, together with specifications, plus such additional copies as the Contractor and his subcontractors may require, shall be submitted to the Contract Administrator for review.

The Contractor or his Subcontractor shall check and initial all Working Drawings before submission to the Contract Administrator so as to intercept and correct any errors or omissions. Working Drawings will not be reviewed by the Contract Administrator unless they have been previously checked by the Contractor.

The review by the Contract Administrator is for the sole purpose of ascertaining conformance with the general design concept. This review shall not mean that the Contract Administrator approves the detail design inherent in the Working Drawings, responsibility for which shall remain with the Contractor submitting same, and such review shall not relieve the Contractor of his responsibility for errors or omissions in the Working Drawings or of his responsibility for meeting all requirements of the contract documents.

GC 3.07 is deleted and replaced by the following:

GC 3.07 -- Delays

.01 If the Contractor is delayed in the performance of the Work by:

a) war, blockades or civil commotions; or

b) a "Stop Work Order" issued by a court or public authority, provided that such order was not issued as a result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly; or

c) the Contract Administrator giving notice under Subsection GC7.10, Suspension of Work; or

d) abnormal inclement weather; or

e) archaeological finds in accordance with subsection GC3.15, Archaeological Finds;

then the Contractor will be entitled to an extension of Contract Time, as approved by the Contract Administrator for a period of time equal to the length of the delay and granted in accordance with Subsection GC 3.06, Extension of Contract Time. The Contractor shall not be entitled to claim for additional reimbursement by the Owner for costs incurred by the Contractor as a result of delay attributable to any of the above factors. In the case of an application for an extension of Contract Time due to abnormal inclement weather, the Contractor shall, with the Contractor's application submit evidence from Environment Canada in support of such application.

.02 If the Contractor is delayed in the performance of the work by:

a) an act or omission of the Owner or Contract Administrator, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents;

then the Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as a result of such delay, as approved by the Contract Administrator. Extension of Contract Time will be considered in accordance with Subsection 3.06, Extension of Contract Time. Notwithstanding the foregoing, it is the contractor's responsibility to mitigate the effect of a potential delay by re-deploying his forces and equipment to perform other contract work that can reasonably be completed during a delay.

.03 If the Work is delayed by labour disputes, strikes or lockouts -- including lockouts decreed or recommended to its members by a recognized contractor's association of which the Contractor is a member or to which the Contractor is otherwise bound -- which are beyond the Contractor's control, then the Contract Time shall be extended in accordance with Subsection GC 3.06, Extension of Contract Time. In no case shall the extension of Contract Time be less than the time lost as the result of the event causing the delay, unless a shorter extension is agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are the result of actions of the Owner.

.04 The Contractor shall not be entitled to payment for the cost of delays incurred as a result of a dispute between the Contractor and the Owner. The Contractor shall execute the Work and may pursue resolution of the dispute in accordance with subsection GC3.13, Claims, Negotiations, Mediations.

SECTION GC 5 -- MATERIAL

GC 5.02 -- Quality of Material

Subsection GC 5.02 is amended by the addition of the following:

.10 Prior to the commencement of Work and during the course of any such Work requiring the use of products controlled under the Workplace Hazardous Material Information System (WHMIS), the Contractor shall maintain on-site and shall provide to the Contract Administrator if requested, Material Safety Data Sheets for those products. All containers used in the application of products controlled under WHMIS shall be labelled.

.11 When requested by the Contract Administrator, the Contractor shall submit certified copies of tests upon materials to be used in the construction of the Work, indicating that the materials comply with the Specifications. Have an approved testing laboratory make such tests at no expense to the Owner.

SECTION GC 7 -- CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

GC 7.01 -- General

Paragraph GC 7.01.10 (7.01.05.01) is deleted and replaced by the following:

.10 The Contractor shall have an authorized representative who is directly employed by the Contractor on the site while all Work is being performed, to supervise the Work and act for an on the Contractor's behalf. Prior to commencement of construction, the Contractor shall notify the Contract Administrator of the name, address, and cell phone, pager and telephone number of the Contractor's representative who can be contacted at any time to deal with matters relating to the Contract.

Any change in this representative shall be approved in advance by the Contract Administrator. Seven (7) days notice of such a change shall be provided.

Paragraph GC 7.01.13 (7.01.07) is amended by the addition of the following:

.04 The Contractor shall use extra forces and equipment, or revise the method of operation when the progress of work is not sufficient to meet the project schedule.

.05 Contractor shall review the schedule at the end of each month and advise the Contract Administrator of any changes that are required and the reasons for the proposed changes.

.06 The Contractor shall commence work within ten (10) days of receiving written notification to proceed from the Contract Administrator and shall work continuously without delay in an orderly and expeditious manner. The Contract Administrator reserves the right to order specific work to be completed at times other than shown in the schedule, if, in his opinion, this action is necessary.

.07 The Critical Path shall be clearly identified on all submitted schedules.

Paragraph GC 7.01 .16 (7.01.09.01) is deleted and replaced by the following:

.16 The Contractor shall arrange with the appropriate utility authorities for the stake out of all underground utilities and service connections which may be affected by the Work. The Owner will not be responsible for any damage done to the underground utilities by the Contractor's forces during construction, nor any damage done to the service connections.

The Contractor shall attend such meetings with the Contract Administrator and the utility authorities as may be required by the Contract Administrator to ensure coordination of activities among the Contractor and the utility authorities for each utility affected by the Contract.

Subsection GC 7.03 is amended by the addition of the following paragraphs:

.06 Provide and maintain in a clean condition, a suitable and convenient privy or water closet accommodation for his workers.

.07 Keep all portions of his work properly and efficiently drained during construction and until completion, and be responsible for all damage which may be caused or result from water backing up or flowing over, through, from or along any part of the work, or which any operations may cause to flow elsewhere. Dewater all work sites and excavations as necessary or as directed to enable the works to be constructed in a water-free condition. The Contractor shall not be entitled to any additional payment for compliance with the requirements hereof beyond the prices tendered for the construction of the works.

.08 During construction keep pavement surfaces adjacent to and within the work area, clean, temporary road surfaces over backfilled excavations free from potholes and maintain all surfaces in good condition.

.09 Before commencing the Contract, give written notice to the Contract Administrator for review of the hours proposed for work. During the progress of the work, submit written requests to the Contract Administrator, for review, at least seven (7) days in advance of any intended changes in working hours.

Subsection GC 7.14 is amended by the addition of the following paragraphs:

.03 No Sunday work will be permitted, except in the case of emergency, and then only with the written permission of the Contract Administrator and to such extent as he may judge to be necessary. As far as possible, refrain from working on days which are legal holidays in Ontario. In case the Contractor desires to work on any such holiday, notify the Contract Administrator in writing to that effect at least four (4) days in advance of such holiday, stating those places where the said work will be conducted. If the Contractor fails to give such notice in advance of any holiday, such failure shall be considered as an indication that no work requiring the presence of an engineer or inspector is to be done by the Contractor on such a holiday.

Subsection GC 7 is amended by the addition of the following paragraphs:

7.19 Equipment

All items of plant or mechanical equipment used during the course of construction or provided under the terms of the contract, shall meet all the requirements of the Ontario Ministry of Labour. Provide certificates of inspection by authorized inspectors of that Ministry upon being requested to do so by the Contract Administrator.

7.20 Temporary Facilities

The location of all temporary buildings used for construction purposes must be approved by the Contract Administrator before erection work commences. Temporary buildings must be kept clean and free from nuisances so as not to be objectionable to the adjoining properties.

Provide all temporary telephone, water, power and light required during construction, making all necessary applications, obtaining all permits and paying all fees and charges for service and use.

Provide and erect temporary fencing where directed by the Contract Administrator.

Upon completion of the Contract, remove all temporary facilities.

7.21 Working Environment

.01 Carry out the work without interference with the rights of citizens living nearby or in any way causing damage, deterioration or discolouration to residences or other buildings.

.02 Because other Contracts may be awarded by the Owner for work to be done adjacent to and/or within the limits of construction shown on the Contract Drawings, cooperate and make suitable working arrangements with other Contractor(s). The Contractor shall coordinate his work with other Contractors to ensure his work does not overlap in time or location. When work is being completed within or adjacent to the Contract Limits by another Contractor, the Contractor for this Contract must vacate an area within a 50 metre radius of the actual work location. In the event that Contractors are unable to reach a satisfactory working agreement, the Contract Administrator will determine coordination and execution of the work. Do not undertake any part of work without permission of the Contract Administrator.

.03 Establish and maintain site procedures such that the noise level from construction areas is minimized by using vehicles and equipment with efficient muffling devices and providing or using devices that minimize the noise level in the construction area. Control noise level in accordance with local by-laws.

.04 The Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work. The application of water and calcium chloride for dust control shall be the Contractor's responsibility whenever directed by the Contract Administrator or when a dust nuisance occurs. Care shall be taken to minimize the use of calcium chloride near water courses or agricultural lands.

Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or wherever dust would be a nuisance.

Transport dusty materials in covered haulage vehicles and keep public roadways clean and free of mud.

All costs incurred in providing dust control as stipulated herein shall be included in the unit prices bid in the contract and no separate payment shall be considered unless a separate tender item is included in the Contract, in which case payment shall be made under the applicable tender item.

.05 Any shoring or sheeting required for roadway protection or for protection of watermains, sewers, gas mains, Hydro or Bell poles, or any other utility or structure, is the responsibility of the Contractor and no separate payment will be made.

.06 Afford all necessary and reasonable facilities to the Owner, or any of its employees or workmen, as well as to any company, corporation or person owning or operating any railway, tramway, wires, pipes or conduits or works or property, on, along, or near the line of the works, or in their vicinity. Notify all such parties before interfering with any of their property, rights or privileges and work in harmony with them. Notify the Contract Administrator in writing of any difficulty that arises in dealings with such parties. Where necessary, the Contract Administrator will issue instructions in order to resolve any difficulties, in which case, the Contractor shall abide by and follow the direction of the Contract Administrator.

.07 Attend any and all project meetings scheduled by the Contract Administrator. A pre-construction meeting will be scheduled by the Contract Administrator, notice and location of which will be given in writing at least two days before the date of the meeting, the purposes of which will be to identify and introduce personnel, discuss communication requirements among parties, discuss Contract procedures and processing of field instructions, submissions, change orders and payment applications, and any other

matters that may arise with any of the parties. This meeting should be attended by the Contractor's Superintendent, the Resident Inspector, a representative of the Owner and any others that may be appropriate.

Progress meetings will be scheduled throughout the duration of the work. The same parties attending the pre-construction meeting shall attend progress meetings. The Contractor's representative(s) shall be thoroughly informed and knowledgeable with respect to the proposed topics of discussion and authorized to act and make commitments with respect to matters agreed to at the meeting.

.08 Review in detail the proposed construction in order to plan access routes and fuelling and maintenance areas. Do not refuel or maintain equipment adjacent to or in watercourses nor refuel within 50 metres of watercourses unless non-spill facilities are used. Fuelling and maintenance areas shall be approved by the Contract Administrator.

Do not clean equipment in streams or lakes, nor in locations where debris can gain access to sewers or watercourses. Clean construction equipment before entering onto roadways.

Submit procedures, and be prepared at all times for interception, rapid clean-up and disposal of any spillage that may occur, whether on land or water. Submit such procedures to the Contract Administrator before commencing work. Keep all materials required for clean-up of spills readily accessible on site. Immediately report any spills causing damage to the environment to the Ministry of the Environment.

Avoid encroachment on unique natural areas and disturbance of the habitat of rare or endangered species. Protect wetland sites used as feeding or breeding areas by migratory fowls or as habitat for other animals. Schedule construction in sensitive areas so that there will be minimal interference with water uses including fish migration or spawning, or disruption of incubation period of eggs.

Keep removal of vegetation to a minimum.

Excavate and stabilize temporary channel beds before diverting flow. Compact, stabilize and rip-rap banks and river beds that have been disturbed or damaged during construction. Where water is discharged, provide splash pads.

Use straw bales, silt fences and other approved materials to control siltation and sediment transport generated within or adjacent to the Working Area.

GC 7.02 -- Monuments and Layout

Subsection GC 7.02 is deleted in its entirety and replaced by the following:

.01 The Contract Administrator will provide the Contractor in writing with benchmarks and points of reference to be used by him in setting out the works. All elevations indicated on Contract Drawings are referred to datum of Geodetic Survey of Canada and to benchmarks established at or near the site of the work. The Owner will be responsible only for the correctness of the information so supplied. From these points of reference, the Contractor will do his own setting out. The setting out by the Contractor shall include, but shall not be limited to, the preparation of grades sheets, the installation of centerline stakes, grade stakes, and offsets and the costs shall be borne by the Contractor.

.02 The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works, and for the provision of all necessary instruments and labour in connection therewith. The Contractor shall not be responsible for the correctness of the information supplied by the Contract Administrator as herein provided for. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions, or alignment of any part of the works, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Contract Administrator, unless such error is based on incorrect data supplied in writing by the Contract Administrator. The checking of the setting out of any line or level by the Contract Administrator shall not in any way relieve the Contractor of his responsibility for the

correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, stakes and other things used in setting out the works.

.03 Prior to commencement of construction, the Contractor will locate on site those property bars, baselines and benchmarks which are necessary to delineate the Working Area and to lay out the Work, all as shown on the Contract Drawings.

.04 The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars which must be removed to facilitate the Work. Any property bars disturbed, damaged or removed by the Contractor's operations shall be replaced under the supervision of an Ontario Land Surveyor, at no extra cost to the Owner.

.05 The Contractor shall provide qualified personnel to lay-out and establish all lines and grades necessary for construction. The Contractor shall notify the Contract Administrator of any layout work carried out, so that the same may be checked by the Contract Administrator.

.06 The Contractor shall assume full responsibility for alignment, elevations and dimensions of each and all parts of the Work, regardless of whether the Contractor's layout work has been checked by the Contract Administrator.

.07 All stakes, marks and reference points provided by the Contract Administrator shall be carefully preserved by the Contractor. In the case of their destruction or removal, such stakes, marks and reference points will be replaced by the Contractor at no extra cost to the Owner.

.08 The Contract Administrator will provide grading templates for reference by the Contractor in establishing the grading cross-sections. It will be the Contractor's responsibility to review and check the templates to identify any errors or discrepancies prior to commencement of the work. The Contractor shall notify the Contract Administrator forthwith of any errors, omissions or inconsistencies in the geometric information and the controls provided by the Owner. The templates contain all necessary information relating to distance and elevation for each station necessary for the construction of the Work.

.09 The Contractor shall supply the Owner with all as-constructed horizontal and vertical data related to the layout of the Work before final completion. The Contractor shall compile as-built records on a weekly basis, and have available for review at each Progress Meeting.

.10 The Contractor shall advise the Contract Administrator of the intended layout schedule each week by identifying the survey activities planned for the following week, including any miscellaneous surveying items.

.11 For the grading layout, stakes 25 x 50 x 600 mm, minimum, shall be installed left and right of centreline at or near the right-of-way limits and in the areas where additional staking is required, such as intersections, bridges and on horizontal and vertical curves. Staking intervals shall be as specified under the Layout interval Table 1. The only data to be shown on these stakes shall consist of profile grade, off-set distance from centre-line, and the station location. The Contractor shall erect butterfly rods, or batter boards at grade stake locations.

.12 The Contractor shall provide a complete set of off-set stakes with finished grade and stations for the following components of the Work:

a) Pavement Items: concrete base, concrete pavement, stabilized base, asphalt, pavement and similar items. Fine grading stakes shall be utilized for this work when pavement items form part of grading or granular work.

b) Miscellaneous Items: sidewalk, curb and gutter, slope paving, structures, fencing, noise barrier, lighting, guide rail barrier, rip-rap, and similar items, as required by the Owner.

.13 The Contractor shall notify the Contract Administrator when the subgrade is completed. A subgrade cross-section will be obtained by the Contract Administrator and the grade accepted if construction is within the allowable tolerances. No granular material shall be placed until the subgrade is accepted.

TABLE #1
LAYOUT INTERVALS AND MEASUREMENT ACCURACY
FOR CONSTRUCTION SURVEY - LAYOUT

ACTIVITY	INTERVAL	MEASUREMENT ACCURACY	REMARKS
Layout $ Rock $ Earth	 10 m 25 m		With the exception of plus sections, layout is normally at the same interval as the cross-sections / grade calculations. This may be varied when extreme changes in horizontal and vertical alignment are encountered
Maximum setting structure footing graded	10 m		
Structure grades to be set to		1 mm	
Adjustment to slope stake distances to allow for grubbing losses		300 mm	
Set grades for earth grading to the nearest		10 mm	
Set grades for granular to the nearest		5mm	
Layout stake offset for curb and gutter			2 m but may be varied to suit conditions
Stake layout for curb and gutter	10 m		May be necessary to reduce for very sharp curves
Set curb and gutter grades to the nearest		1 mm	
Staking maximum for layout of a radius (intersections)	3 m		
Layout stake offset for concrete pavement			2 m offset
Concrete pavement grades to be set to		1 mm	

GC 7.07 -- Access to Properties Adjoining the Work and Interruption of Utility Services

Subsection GC 7.07 is amended by the addition of the following paragraphs:

.04 Where necessary for access, provide and maintain suitable, safe, temporary roads, walkways and bridges. Remove temporary access facilities and restore disturbed areas, after the Work of the Contract has been completed and at no additional cost to the Owner.

.05 The Contractor shall confine his operations within the municipal rights-of-way within the Contract limits, unless specifically permitted otherwise. Do not enter upon or occupy with workers, tools or materials of any nature any lands outside the contract limits shown in the drawings or as described herein, unless consent has been given in writing by the property owner. A signed copy of the Consent shall be furnished to the Contract Administrator.

.06 Provide and maintain emergency access for fire trucks, ambulances, police vehicles and other vehicles for emergency services at all times.

GC 7.11 -- Notices by the Contractor

Subsection GC 7.11 is amended by the addition of the following:

.03 Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects, shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1990, Chapter E.19. This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

GC 7.13 -- Obstructions

Paragraph GC 7.13 .02 is deleted in its entirety.

GC 7.16 -- Warranty

Subsection GC 7.16 is deleted and replaced with the following:

.01 Unless otherwise specified in the Contract Documents for certain Materials or components of the Work, the Contractor shall be responsible for the proper performance of the Work only to the extent that the design and standards permit such performance.

.02 Subject to the previous paragraph, the Contractor shall correct promptly, at no additional cost to the Owner, defects or deficiencies in the Work that appear,

a) prior to and during the period of 12 months from the date of Final Completion of the Work, as set out in the Certificate of Final Completion

b) where the work is completed after the date of Final Completion, 12 months after Completion of the Work,

c) such longer periods as may be specified in the Contract Documents for certain Materials or some of the Work.

The Contract Administrator shall promptly give the Contractor written notice of observed defects or deficiencies.

.03 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of GC 7.16.02

Section GC 7 is amended by the addition of the following subsection:

GC 7.19 -- Accounts Payable

.01 The Contractor shall pay interest after 60 days on accounts payable to the Owner at the Rate of Interest.

SECTION GC 8 -- MEASUREMENT AND PAYMENT

GC 8.02.03 - Advance Payment for Material

Subsection b) of Paragraph .01 in GC 8.02.03 is deleted and replaced by the following:

.01 b) There will be no advance payment for aggregate materials.

GC 8.02.04.01 -- Progress Payment Certificate

Paragraph .04 is deleted and replaced by the following:

.04 Payment will be made within 45 days of the Cut-off Date provided documentation required from the Contractor including, but not limited to, W.S.I.B. Clearance Certificates and any statutory declarations relating to payment of accounts, are received within 7 days of the Cut-off Date.

GC 8.02.04.09 -- Interest for Late Payment

Subsection a) of paragraph .01 in GC 8.02.04.09 is deleted and replaced by the following:

.01 a) Progress Payment Certificates: 45 days after Cut-off Date.

GC 8.02.04.10 -- Interest for Negotiations and Claims

Paragraph .01 of GC 8.02.04.10 is deleted and replaced by the following:

01) Except as hereinafter provided, where a notice of negotiation, notice of intent to claim and the subsequent claims are submitted in accordance with the time limits and/or procedure described by subsection GC 3.13, Claims, Negotiations, Mediation, the Owner will pay the Contractor the Rate(s) of Interest on the amount of the negotiated price for the work or on the amount of the settled claim. Such interest will not commence until 45 days next following the established Cut-Off date which immediately follows the completion of the work to which the negotiation applies.

Section GC 8.02.03 is amended by the addition of the following subsection:

GC 8.02.04.13 -- Liens

.01 The Contractor and his surety, executors, administrators, successors and assigns (if assignment is approved as herein provided), and any and all other parties in anyway concerned, shall fully relieve and indemnify the Owner and all its officers, servants and employees from any and all liability or expenses in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability or to any attempted attachment for debt, garnishee, process or otherwise. The Owner shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns, pursuant to this Contract.

GC 8.02.09 -- Liquidated Damages

Subsection GC 8.02.09 is deleted in its entirety and replaced by the following:

GC 8.02.09 -- Liquidated Damages

.01 Should the Contractor fail to complete the Work in accordance with the Contract and to the satisfaction of the Contract Administrator within the time specified in the Special Provisions, or as amended on the written authority of the Contract Administrator, the Contractor shall pay to the Owner the sum of **$1,000.00** for each calendar day that the Work shall remain unfinished after such time.

.02 Such payments are agreed upon and fixed as Liquidated Damages that the Owner will suffer by reason of delay and default, and not as a penalty. The Owner may deduct and retain the amount of such Liquidated Damages out of the monies which may be due or become due to the Contractor under the Contract.

Subsection GC 8.02 -- Payment is amended by the addition of the following subsection:

GC 8.02.10 -- Holdback for Rectification After Acceptance of the Work

.01 To cover rectification costs during the Warranty Period, the Owner will retain **3%** of the value of Work done. This rectification holdback shall be retained by the Owner in increments from monies that would otherwise be payable to the Contractor, on each Progress Payment so that by the date of Substantial Performance of the contract, the full value of the required holdback has been retained. This holdback will be retained for the duration of the Warranty Period as defined in Section GC 7.16 -- Warranty. Additional monies will be held back as required by Provincial Statutes.

LIST OF ONTARIO PROVINCIAL STANDARD SPECIFICATIONS

The following Ontario Provincial Standard Specifications, and those referenced therein, shall apply to the Work of this Contract, unless otherwise indicated in the Special Provisions, Information for Tenderers, General Conditions, Drawings or elsewhere in the Contract Documents.

It is the Contractor's responsibility to obtain and be fully aware of the requirements of the most recent version of the Ontario Provincial Standard Specifications noted below:

Spec. №	Title
102	Weighing of Materials
127	Schedule of Rental Rates for Construction Equipment, Including Model and Specification Reference
180	Management of Excess Material
201	Clearing, Close Cut Clearing, Grubbing and Removal of Surface and Piled Boulders
206	Grading
219.130	Heavy-Duty Silt Fence Barrier
219.260	Turbidity Curtain
310	Hot Mix Asphalt
311	Asphalt Sidewalk, Driveway and Boulevard, and for Sidewalk Resurfacing
314	Untreated Granular Subbase, Base, Surface, Shoulder and Stockpiling
351	Concrete Sidewalk
353	Concrete Curb and Gutter Systems
355	The Installation of Interlocking Concrete Pavers
401	Trenching, Backfilling & Compacting
402	Excavating, Backfilling & Compacting for Maintenance Holes, Catchbasins, Ditch Inlets and Valve Chambers
403	Rock Excavation for Pipelines, Utilities and Associated Structures in Open Cut
404	Support Systems
407	Maintenance Hole, Catchbasin, Ditch Inlet and Valve Chamber Installation
408	Adjusting or Rebuilding Maintenance Holes, Catchbasins, Ditch Inlets and Valve Chambers
409	Closed-Circuit Television Inspection of Pipelines
410	Pipe Sewer Installation in Open Cut
441	Watermain Installation in Open Cut
490	Site Preparation for Pipelines, Utilities and Associated Structures
491	Preservation, Protection and Reconstruction of Existing Facilities
492	Site Restoration following Installation of Pipelines, Utilities and Associated Structures

Spec. №	Title
493	Temporary Potable Water Supply Services
501	Compacting
506	Dust Suppressants
510	Removal
511	Rip-Rap, Rock Protection and Granular Sheeting
517	Dewatering of Pipeline, Utility and Associated Structure Excavation
518	Control of Water from Dewatering Operations
578.Muni.Prov	Unshrinkable Fill
706	Traffic Control Signing
710	Pavement Markings
801	The Protection of Trees
802	Topsoil
803	Sodding
804.Muni	Seed and Cover
805.Muni	Temporary Erosion and Sediment Control Measures
903.Muni	Deep Foundations
905.Muni	Steel Reinforcement for Concrete
906.Muni	Structural Steel for Bridges
908.Muni	Metal Traffic Barriers and Metal Railings for Structures
922.Muni	Installation of Bearings
1001	Aggregates - General
1002.Muni	Aggregates - Concrete
1003.Muni	Aggregates - Hot Mix Asphalt
1004.Muni	Aggregates - Miscellaneous
1010.Muni	Aggregates - Base, Subbase, Select Subgrade, and Backfill Material
1101.Muni	Performance Graded Asphalt Cement
1103	Emulsified Asphalt
1150	Hot Mix Asphalt
1350.Muni	Concrete - Materials and Production
1351	Precast Reinforced Concrete Components for Maintenance Holes, Catch Basins, Ditch Inlets and Valve Chambers
1359	Unshrinkable Backfill
1440	Steel Reinforcement for Concrete

Spec. №	Title
1841	Non-Pressure Polyvinyl Chloride (PVC) Pipe Products
1850	Frames, Grates, Covers and Gratings
1860	Geotextiles
2501	Calcium Chloride

NOTE: All other specifications referred to in the above shall be included

SPECIAL PROVISIONS - GENERAL

City of Sault Ste. Marie

Contract No. 2022-CDE-CS-03-T
Bondar Marina Boardwalk Extension City SSM

SPECIAL PROVISIONS – GENERAL
Contract No. 2022-CDE-CS-03-T
Bondar Marina Boardwalk Extension City SSM
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SPECIAL PROVISIONS - GENERAL

1. Equipment Inventory

The successful bidder on the contract will be required, before commencement of the Work, to submit a complete inventory of all his and any subcontractor's equipment expected to be used on the project. This information shall comply with OPSS 127 for the Identification of Equipment. Force Account Payments will not be processed until an inventory is received in a format acceptable to the Contract Administrator.

2. Relocation and Support of Existing Utilities

Any adjustment or relocation of gas, cable television, telecommunications, or power plant shall be carried out by others and the Contractor shall have no right to monetary claim for delay or interference caused by such adjustment or relocation. Should the Contractor, however, be delayed because of such an adjustment or relocation, he may submit in writing to the Contract Administrator, a request for an extension of time, setting out in detail the reasons for the request. Should the Contract Administrator deem the request well founded and valid, he may grant such an extension.

The Contractor shall be responsible for the temporary support of all existing underground and overhead utility plant during the construction of the Works. Any costs associated with the support of such utilities will be considered to be included in the unit prices for the various items of work and no additional compensation will be allowed.

The Contractor shall, at all times, provide the Public Utilities Commission, Bell Canada, Shaw Cable, and Union Gas with access to the work site to facilitate plant relocations and modifications that are required to accommodate the new work.

The Contractor shall coordinate their work with the relevant utility agencies to ensure their work does not overlap in time or location. When work is being completed within or adjacent to the contract limits by a utility agency, the Contractor for this contract must vacate an area within a 50 metre radius of the actual work location.

Under no circumstance shall the Contractor move, support, or otherwise contact overhead wires, including low voltage wires, or any other above-ground PUC Distribution Electrical Facilities. With the exception of the support of electrical ducts, subject to approval by PUC Services Inc., no contact shall be allowed of buried PUC Distribution Electrical facilities.

Should the Contractor's work potentially encroach on the Occupational Health and Safety Act's limits of approach to overhead wires, the Contractor shall implement one or more of the following options, listed in order of preference:

a. Modify work to maintain a safe distance and eliminate potential for contact (preferred);

b. If the Contractor can demonstrate to the Owner's Representative that the work cannot reasonably be modified consistent with the above, the Contractor and the Owner's Representative shall work in conjunction with the PUC to evaluate alternatives to eliminate the hazard, reduce the hazard to a safe level, or implement an appropriate system of barriers. The Owner's Representative would initiate this request through the PUC Services Inc. representative. If modification to the distribution facility is required for work to proceed safely, the Owner's Representative shall give PUC sufficient lead time (48 hours) to mobilize the line department.

3. Commencement and Completion

Time is of the essence on this project. The Contractor shall commence work within ten (10) days of receiving the official order to start work, and shall proceed continuously to the completion of the Work. All work shall achieve Final Completion **by December 15, 2022.**

The above Completion Date is in effect provided the Official Order to Start Work is issued on or before **August 5, 2022.** For every calendar day delay in issuing the Written Order to Start Work for the contract beyond **August 5, 2022**, one calendar day extension will be added to the specified completion date.

Completion of the work shall have been reached when all construction and all deficiencies documented at the time of inspection for the Certificate of Final Completion have been corrected, and a Certificate of Final Completion has been issued.

Hours of work shall be a minimum of eight (8) hours per day, five (5) days per week, Monday to Friday, Statutory Holidays exempted.

It is the Contractor's responsibility to schedule manpower and equipment and pay any additional expenses, including overtime pay to meet the stipulated time for completion.

All costs shall be included in the Contractor's Tender Price.

4. Road Maintenance

The Contractor shall be responsible for maintaining all roads, including snow removal, within the Contract Limits in a safe and traversable condition from the date his forces commence work until Final Completion is issued by the Contract Administrator. The condition of all roads must meet with the Contract Administrator's approval at all times.

5. Quantity Estimates

The quantities shown for the unit price items where the notation (P) does not occur are estimates only and are for the sole purpose of establishing a dollar amount based on the unit price.

For any work completed under these items the Contractor will be paid for the actual measured quantities at the respective unit prices bid.

The Contract Administrator may increase or reduce these quantities or omit any item or portion of the work at his sole discretion. The Contractor shall not be entitled to any compensation whatsoever as a result of the deletion or reduction or increase in quantity under any of these items except as stipulated under GC 8.01.02.

6. Refuse Collection

The Contractor shall ensure that on the normal day of refuse collection, all refuse is taken to a location where it can be picked up by the City or private refuse trucks if access to regular pick up areas is not possible. All costs incurred in providing this service will be deemed to be included in the unit prices bid in the contract and no separate payment will be considered.

7. Field Office (NOT REQUIRED FOR THIS PROJECT)

The Contractor shall provide a field office for the exclusive use of Contract Administrator staff.

The field office shall meet the following requirements, as a minimum:

- It shall be set up in an approved location within **ten (10) days of notification to commence work** or prior to actual work commencement, whichever occurs first.
- Minimum size is to be 24 square metres.
- Provide internet access (minimum 10Mbps)
- The office is to be weatherproofed, insulated, electrically heated and electrically lighted.
- The office shall have a minimum of two (2) opening windows, complete with insect screens.
- The doors shall be fitted with cylinder locks with the Contract Administrator in possession of all keys.
- The temperature is to be automatically controlled at 20°C year round including air conditioning in summer.
- Supply parking space to accommodate a minimum of four (4) vehicles, near the field office.
- Supply sanitary facilities in the immediate area for the exclusive use of the Contract Administrator.
- Office fixtures are to include:
    - one desk with lockable drawers

- one 4-drawer lockable file cabinet
- one drafting table with drafting chair
- six padded chairs (stacking type)
- one waste basket
- one meeting table, 900 mm wide x 2400 mm long
- one office chair
- one first aid kit suitable for 6 to 10 workers.

- Provide property and contents insurance for the Contract Administrator's trailer including all contents for replacement value up to $50,000.
- The site is to be left in a tidy clean condition after removal.

Failure to comply with the provision of an acceptable site office within the time stipulated will result in the City providing the required trailer and back-charging the Contractor. No payment will be made to the Contractor until the trailer is provided.

8. Aggregate Sources

Only material obtained from a Ministry of Natural Resources (MNR) licensed gravel or slag aggregate source will be accepted on this contract.

9. Material Tickets

Material tickets to be used on automatic weigh scales must be approved by the Contract Administrator. A daily summary accompanied by the tare sheet must be submitted within 24 hours of the day for which the summary is provided. A truck registry must also be completed.

Overloading is not permitted. Any portions of loads that exceed the loading capacity of the vehicle will not be paid.

It is the Contractor's responsibility to ensure that all material tickets are submitted to the Contract Administrator within 24 hours of the material being delivered to the site, in order to be eligible for payment.

10. Excavating in the Vicinity of Gas Mains, Including Protection Support and Backfilling

Existing gas mains, where encountered in the excavation and trenching operations shall be protected at all times and extreme caution shall be taken when digging within close proximity to any existing gas mains.

Submit a Gas Line Protection Plan for approval by Union Gas prior to commencing work.

Any excavation work carried out within the vicinity of the existing gas mains shall be carried out in strict compliance with the attached Section 12.3 - Procedures for Uncovering Active Pipelines and Section 12.5 - Gas Line Supports of the Union Gas Construction and Maintenance Manual, which are included in Appendix 2.

Where the gas main is located in the slag subbase of the proposed road, install rock shield gas line protection (TUFF-N-NUFF).

Union Gas shall be notified when excavating near or around their existing plant to allow them to monitor the condition of their existing gas main and ensure proper supporting and backfilling requirements are carried out.

The Contractor shall be responsible for any costs related to excavating in the vicinity of existing or relocated gas mains, and supporting and backfilling of these mains.

11. Guidelines for Excavation in the Vicinity of Utility Lines

The Contractor's work shall comply with the guidelines recommended in the ***"Guidelines for Excavation in the Vicinity of Utility Lines"*** as furnished by the Technical Standards & Safety Authority.

12. Traffic Control

The Contractor shall prepare and submit a detailed, written Traffic Control Plan within 14 days of issuance of the Written Order to Start Work. The Plan shall be prepared in consultation with the Contract Administrator and the City of Sault Ste. Marie and, as a minimum, shall include the following:

- Proposed timing and duration of lane closures;
- Construction staging to minimize disruption to traffic; and,
- Detour routes.

The following general requirements will apply to traffic control and shall be adhered to in the Traffic Control Plan:

- The Contractor shall complete as much work as possible with lane closures only, while maintaining at least one lane open to traffic and residences accessible;
- The timing and duration of any road closure must be approved by the Contract Administrator and the City. It is the Contractor's responsibility to notify any affected residents a minimum of 24 hours prior to the road closure;
- If, in the opinion of the Contract Administrator, the Contractor is not taking all reasonable steps to minimize the disruption of traffic, he shall have the authority to order the Contractor to alter his work procedures and scheduling. The Contractor shall take whatever steps necessary, to the satisfaction of the Contract Administrator, and at no additional cost to the Owner. If the Contractor fails to act promptly to resolve the identified problems, the Contract Administrator has the right to have the work completed by others, the cost of which will be deducted from the Contract.
- When a road is specified to be open to through traffic, at least one lane of traffic must be maintained in each direction.

Traffic control shall conform to the Ontario Traffic Manual, Temporary Conditions, Book 7.

The Contractor shall schedule the work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non-working days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation.

The Contractor shall, at the Contractor's expenses, remove any equipment or material which, in the opinion of the Contract Administrator, constitutes a traffic hazard.

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so the vehicular movements are accomplished with minimum interference and interruptions to traffic in accordance with the restrictions on construction operations and permitted time for closures.

The Contractor shall make every effort to minimize the disruption to traffic during the construction of the works including access to the local residences and businesses located within the construction limits. The Contractor must provide and maintain at all times access to the local businesses including the provision for truck access to any commercial or industrial entrances located within the works.

All necessary traffic control devices such as signs, barricades, delineators, lanterns, and flashing lights shall be supplied and erected in accordance with the Ontario Traffic Manual - Temporary Conditions - Book 7. The Contractor shall be responsible for all traffic control and shall supply and properly place all signs required to maintain traffic control. The Contractor shall ensure that all signs required by the Contract Administrator are on the site and properly placed twenty-four (24) hours prior to commencement of any work. The signs and placement shall conform to the Ontario Traffic Manual - Temporary Conditions - Book 7.

The Contractor shall mark with fluorescent paint the manholes, water valves, electrical chambers, catch basins and any other objects determined by the Contract Administrator. The markings shall be preserved by the Contractor until the roadway is paved. Paving must commence within five (5) days after manholes are adjusted. If the paving cannot be completed in this time frame, all protruding manholes, valves and other appurtenances must be lowered and readjusted at the Contractor's expense.

The Contractor shall also supply and place in the proper location rough road signs, protruding manhole signs and reduced speed limit signs. All construction signs shall be the responsibility of the Contractor.

Any costs related to work required for traffic control, including construction of temporary entrances for the residences and businesses affected by the work, shall be included in the price bid for "Traffic Control". No other payment will be considered.

Contractor shall erect, and maintain, detour signage for any businesses affected by their Work.

13. Road Closures

Road closures require the approval of City Council and the passage of an appropriate By-law. The Contractor shall provide a minimum of two (2) weeks notice to the Contract Administrator so that the proposed road closure can be placed on the Council Agenda.

14. Notifications

When streets are to be closed, or traffic restricted, notify the appropriate fire, police and ambulance departments, giving at least two (2) days notice of the closing or restriction.

If bus routes are affected, notify the transit company, giving at least two (2) days notice.

When streets are to be re-opened, or restrictions removed, notify the fire, police, ambulance and bus authorities.

15. Erosion and Sediment Control

The transport of sediment to receiving waters could adversely impact aquatic habitat due to the presence of contaminants in the transported soil particles as well as the sediment itself impacting the habitat of aquatic life.

In order to mitigate potential adverse impacts to the aquatic habitat, the Contractor shall provide effective erosion and sediment control for the duration of the project. Prior to initiating any work, the Contractor shall submit a proposed erosion and sediment control plan which will identify the number and location of all mitigating features. No work shall be permitted until the plan is approved by the Contract Administrator.

The measures incorporated by the Contractor must effectively prohibit the transport of sediment to the receiving waters within and adjacent to the project. The Contractor will be responsible for maintaining all erosion and sediment control features in good working order for the duration of the contract and shall frequently remove any sediment build-up and replace ineffective controls.

The Contract Administrator shall continually monitor the effectiveness of the mitigating measures established by the Contractor. The Contractor shall provide additional controls or enhance existing controls in accordance with the direction received from the Contract Administrator.

Payment for all required erosion and sediment control features shall be included in the unit prices bid for other items in the contract. No additional payment will be made for these provisions.

16. Disposal of Surplus Soils

The Contractor shall be responsible for the disposal of unsuitable and surplus excavated and other material in accordance with the requirements of OPSS 180 - Management and Disposal of Excess Material.

All costs for the disposal of the surplus soils by the Contractor shall be included under the applicable road work and/or pipe work items.

17. Contractor's Obligations Respecting Safety

The Contractor acknowledges that it has read and understood the Occupational Health and Safety Act, R.S.O. 1990, c.0.1 as amended.

The Contractor covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated thereunder.

The Contractor agrees to indemnify and save the Owner harmless for civil damages arising from any breach or breaches of the said Occupational Health and Safety Act.

The Contractor acknowledges his responsibility for the enforcement of the said Occupational Health and Safety Act to ensure compliance therewith.

The Contractor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act whether by the Contractor or any of its subcontractors may result in the immediate termination of this Contract and the forfeiture of all sums owing to the Contractor by the Owner.

The Contractor shall allow access to the work site by such personnel as may be from time to time designated by the Owner to inspect work sites to ensure compliance with the Occupational Health and Safety Act.

The Contractor agrees that any civil damages that may be assessed against the Owner by reason of a breach or breaches of the Occupational Health and Safety Act by the Contractor or any of its subcontractors will entitle the Owner to set off these civil damages against any monies that the Owner owes the Contractor under this Contract or under any other Contract whatsoever.

18. Contractor's Representative on Site

The Contractor shall provide on site a Project Superintendent, who shall be responsible for and have authority over all work performed under this contract. The Project Superintendent shall be fully conversant in the terms of the Occupational Health and Safety Act, the Contract Documents, OPSS, OPSD and any other specifications referred to in the Contract Documents.

The Project Superintendent shall remain on site at all times that work is being performed whether by the Contractor or any subcontractor, and shall have the authority to act on behalf of the Contractor. Commitments made by the Project Superintendent in regards to project financial, personnel, timing or other matters shall be binding on the Contractor.

Where there is no representative on site to discuss problems or to give direction, the work shall cease at no cost to the Corporation. The Project Superintendent must be mutually agreed to by the Contractor and the Contract Administrator. Replacement of the Project Superintendent is strictly forbidden unless prior written approval is obtained from the Contract Administrator.

19. Asphalt Surface Appearance

Subsection 310.07.14 of the OPSS 310 is **deleted** and **replaced** with the following:

Each course after final compaction shall be of uniform texture and shall be free of defects such as segregation, fat spots, oil spills, roller marks and any other defects. The determination of whether an area is defective or not shall be made by the Contract Administrator at his sole discretion and shall be binding.

Areas of medium segregation may be left in place for binder courses, but are considered defective for surface courses. Areas of severe segregation are considered defective for binder and surface courses. Defective areas shall be removed and replaced by the Contractor with acceptable hot mix of the same type and compacted to the satisfaction of the Contract Administrator, all at the Contractor's expense.

When segregation is observed by the Contract Administrator, the Contractor will be notified in writing and shall take immediate corrective action. If the segregation continues, the Contract Administrator may issue a Stop Work Order until the problem with segregation is corrected.

If segregation becomes evident within the one-year maintenance period, the Contractor shall remove and replace the segregated areas or place a 30 mm overlay of the same mix for the length of the segregated area, should grades allow. Corrective measures shall be performed during the one-year maintenance period at the Contractor's expense.

20. Final Asphalt Acceptance / Rejection

Where material supplied or workmanship is found to be unacceptable or borderline, the Contract Administrator reserves the right to order the removal and replacement or overlay of the subject asphalt. The Contract Administrator shall also have the right to, at his discretion, delay acceptance of the subject asphalt and/or extend the maintenance period for an additional period.

Where the Contract Administrator chooses to exercise this right, the Contractor's maintenance security, or an appropriate portion thereof, shall be retained until the Contract Administrator is either satisfied as to the quality of the materials and workmanship or orders removal and replacement of the subject asphalt.

21. Inclement Weather

Make adequate protection and take precautions at times of inclement weather.

Inclement weather or extra Work caused by such weather will not be accepted as reason for additional payment.

22. Use of Hydrants

Keep fire hydrants accessible and free of obstructions.

23. Concrete Mix Designs

It is a requirement of this Contract that Concrete be supplied in accordance with OPSS 1350.04.01.01, "Performance Specification Alternative".

24. PUC Water System Submission Requirements (NOT REQUIRED ON THIS PROJECT)

The Contractor is required to submit for review and approval the following:

1. A list of all water works materials to be provided, within two weeks of contract award;
2. Thrust restraint design specific to the contract site conditions, stamped by a Professional Engineer. Allow a minimum of two (2) weeks for review and approval.
3. Temporary Water System Plan as indicated in PUC Special Provisions - Watermain (Appendix 4), Section 493.04.01.
4. Other submittals as noted in PUC Special Provisions – Watermain (Appendix 4).

The Contractor will not be permitted to commence work on the new water system installation or the temporary water system until all submittals required for the work have been received and approved.

Delays as a result of incomplete and/or incorrect submissions by the Contractor are the sole responsibility of the Contractor and he shall not be entitled to extra payment or an extension in Contract Time as a result of such delays.

25. Excavating in the Vicinity of PUC Underground Facilities

General Safety Requirements

Supporting and coming in contact with PUC buried electrical facilities should not be made if there is any doubt as to the specific nature of the facilities. Supporting electrical ducts and concentric neutral cables with an approved method, is generally acceptable practice but contacting PUC for identification of specific primary underground insulated cables is strongly recommended.

Existing buried PUC electrical facilities, where encountered in the excavation and trenching operations shall be protected at all times, and extreme caution shall be taken when digging in close proximity to any existing duct banks or direct buried cables. The Contractor shall hand dig within 1.0 metres of any buried PUC

electrical facilities.

Support Plan

The Electrical Safety Authority's *"Guideline for Excavating in the Vicinity of Distribution Lines"* is a recommended practice for concrete duct bank and cable support.

Should the Contractor be excavating and exposing any duct banks or direct buried cables beyond the allowable limits under the above guideline (i.e. 2 metres), it shall be necessary for the Contractor to submit a Support Plan stamped by a Professional Engineer to the Contract Administrator and PUC Engineering for review and approval at least two weeks in advance of the required date of support.

Where the existing duct banks are located in the slag base of a proposed road, there shall be no slag backfilled immediately adjacent to the duct bank (or direct buried cables). The duct bank shall be protected with a sand cushion around its perimeter. Unshrinkable fill shall be used under the duct bank where proper compaction of the underlying fill/granular cannot be achieved.

The Contract Administrator and the PUC shall be notified when excavating near or around existing underground PUC electrical facilities in order to monitor the condition of the existing plant and to ensure proper support and backfilling requirements are completed. In addition PUC authorized personnel will oversee the installation and removal of all support structures installed on underground electrical facilities.

Deposits are required for PUC work involving overseeing the installation/removal of all support systems. The deposit for the full estimated amount must be provided at least 48 hours (2 business days) in advance. *Availability of PUC Services staff for support installation is not guaranteed.*

Any additional costs for excavating, supporting and backfilling (including unshrinkable fill) of these duct banks are deemed to be included in the unit price for the related item and no separate or additional payment will be made for this work.

26. Excavating in the Vicinity of PUC Poles

General Safety Requirements

Under no circumstances shall an unauthorized person move, support or otherwise contact PUC Distribution (PUC) overhead wires, including low voltage wires, or any other above ground PUC electrical facilities.

The Contractor shall maintain safe distance from all overhead wires based on the Occupational Health and Safety Act's limits of approach.

Support Plan

The Contractor shall provide pole support for any excavation or trench limits that encroach upon a 1.5 metre radius of PUC-owned poles or poles that support PUC infrastructure.

Pole support can be achieved in a variety of different methods depending on the nature of the project and specific site conditions.

If full tension or mechanical weight support is required then a support plan from a Professional Engineer will be required. A Pole Support Plan stamped by a Professional Engineer shall be submitted to the Contract Administrator and PUC Engineering for review and approval at least two weeks in advance of the required date of support. Where required, all PUC-owned poles or poles that support PUC infrastructure must be supported by a PUC approved pole support truck, or using alternative methods ad described in the approved Pole Support Plan. The poles shall be supported until all trenching and backfilling has been completed at the pole being supported.

In the event that a third party pole support truck is proposed as part of the Pole Support Plan, the PUC will require a copy of current maintenance and certification testing records for the equipment and proof of operator certification prior to approval of the vehicle use. In addition, PUC authorized personnel will perform the installation and removal of any third party vehicle attachments made to support PUC-owned poles or poles that support PUC infrastructure.

Deposits are required for PUC work involving the installation/removal of third party equipment. The deposit for the full estimated amount must be provided at least 48 hours (2 business days) in advance. *Availability of*

PUC Services staff for pole support is not guaranteed.

Any additional costs for pole support are deemed to be included in the unit price for the related item and no separate or additional payment will be made for this work.

27. Excavation in the Vicinity of Existing Pipes

Any undermining of existing pipes will be backfilled with unshrinkable fill up to the spring line, to the satisfaction of the Contract Administrator.

28. Excavation in the Vicinity of Bell Ducts

General Safety Requirements

Supporting and coming in contact with buried communication ducts should not be made if there is any doubt as to the specific nature of the facilities.

Existing buried communication infrastructure, where encountered in the excavation and trenching operations shall be protected at all times, and extreme caution shall be taken when digging in close proximity to any existing duct banks or direct buried cables. The Contractor shall hand dig within 1.0 metres of any buried duct banks or conduits.

Support Plan

The Contractor shall submit a Support Plan stamped by a Professional Engineer, licensed in the Province of Ontario, to the Contract Administrator for review and approval at least two weeks in advance of the required date of support.

The duct bank shall be protected with a sand cushion around its perimeter. Unshrinkable fill shall be used under the duct bank where proper compaction of the underlying fill/granular cannot be achieved.

The Contract Administrator and the utility (and/or communication company) shall be notified when excavating near or around existing underground facilities in order to monitor the condition of the existing plant and to ensure proper support and backfilling requirements are completed.

Any additional costs for excavating, supporting and backfilling (including unshrinkable fill) of these duct banks are deemed to be included in the unit price for the related item and no separate or additional payment will be made for this work.

29. Public Convenience

The Contractor shall be responsible for informing residents of any change in access to their property, sufficiently in advance of such interruption of service so that the resident can take steps to minimize personal inconvenience. The Contractor shall schedule this work, as approved by the Owner, to provide minimum inconvenience to the Public. Private residential driveways shall not be closed for more than ten (10) consecutive calendar days except for emergency conditions. Private commercial driveways shall not be completely closed at any time without approval of the Engineer.

If the Contractor fails to open driveways in accordance with the time specified above, the Contract Administrator will suspend all work until the Contractor has satisfied this specification and extension for lost time will not be granted at the end of the contract.

30. Removal and Disposal of Small Trees and Shrubs

Small trees, less than 100mm in trunk diameter and shrubs shall be removed to accommodate works, and disposed of by the Contractor.

These costs are deemed to be included in the unit prices bid for the related items and no separate or additional payment will be made for this work.

31. Trees and Shrubs

Except as otherwise provided for in the contract, the Contractor shall protect from injury all trees and shrubs on or near the line of the work and on private property. Where the line trench passes close to trees the contractor shall construct timber barricades around each tree or group of trees, or tunnel below the trees. Excavated material shall not be placed in contact with the tree, and cutting of branches will not be allowed, except with the written approval of the Engineer and the owner of the trees. No extra payment will be allowed to the contractor on account of any expense he may be put to in protecting existing trees, and the Contractor shall be responsible for any damage done to the trees by his workmen, trucks, or equipment.

Trees damaged by construction operations shall be repaired as follows, within 5 Days of the damage:

a) Branches 25mm or greater in diameter that are broken shall be cut back cleanly on the tree side of the break or to within 10 mm of their base, if a substantial portion of the branch is damaged.

b) Roots 25mm or larger in diameter that are exposed shall be cut back cleanly to the soil surface.

c) Bark that is damaged shall be neatly trimmed back to uninjured bark without causing further injury to the tree.

There will be no separate payment for Barrier for Tree Protection. Payment at the Contract price for the applicable tender items of the Contract that necessitate the placing of barriers for tree protection shall include full compensation for all labour, equipment, and material to do the work of protecting and repairing trees not designated for removal.

32. Certificate of Final Completion

The Contractor shall notify the Engineer in writing when, in the opinion of the Contractor, the work has been satisfactorily completed and the Engineer will then cause the work to be inspected; and the Contactor will be notified of any deficiencies.

Before the work will be finally accepted by the Engineer, the Contractor shall dispose of all surplus materials and rubbish and leave the work neat and presentable throughout its length to the satisfaction of the Engineer.

When the Engineer finds all deficiencies and all conditions of the Contract have been satisfied a Certificate of Final Completion will be issued stating the date of final completion and the start of the one-year maintenance period.

A second Certificate of Final Completion will be required for any work held over into the following year.

33. Certificate of Final Acceptance

An inspection similar to the "Certificate of Final Completion" inspection will be carried out prior to the expiration of the one year maintenance period and the Contactor will be notified of any deficiencies which shall be corrected before a "Certificate of Final Acceptance" will be issued. Should "Final Acceptance" be warranted, the Engineer will issue a "Certificate of Final Acceptance", and will return the unused portion of the maintenance guarantee holdback.

A second Certificate of Final Completion will be required for any work held over into the following year.

SPECIAL PROVISIONS – TENDER ITEMS
(Addendum No.2)

Corporation of the City of Sault Ste. Marie

Contract No. 2022-CDE-CS-03-T
Bondar Marina Boardwalk Extension City SSM

Item No. A01

Mobilization/Demobilization: The Lump Sum Price bid for this item shall include all labour, equipment and material necessary to mobilize all personnel, equipment and materials to the site of the project as required and includes the demobilization of all personnel, equipment and surplus materials proceeding the completion of the project. This item shall additionally include the clean-up of the project site and associated debris remaining from the construction to the satisfaction of the Engineer / Contract Administrator.

Upon full mobilization and commencement of construction 50% of the lump sum price bid will be paid. The remainder of the price bid for this item will be paid following the demobilization and restoration of the construction site to equal or better conditions than the preconstruction conditions, to be approved by the Contract Administrator.

Item No. A02

Prefabricated Bridge (Boardwalk) Superstructure, Supply Only: The Unit Price bid for this item shall include all labour, equipment and material necessary for the Contractor to supply, load, and transport prefabricated (pre-engineered) boardwalks , bearings plates, decking, and expansion joints.

Contractor shall submit shop drawings and submittal drawings of the pre-engineered boardwalk sections. All shop drawings and submittals shall be stamped by a Professional Engineer licenced in the Province of Ontario.

The following suppliers are included for reference only. Alternate suppliers may be considered.

Poralu Marine Canada, Ontario Contact: Stephen Fischer 1.416.389.4429 s.fischer@poralu.com	**Structurmarine (Quebec)** Contact: Bruno Nolet 1.514.771.8775 bruno.nolet@structurmarine.com

The bridge shall be conformant with the following specifications and standards:

i. CAN/CSA S6-14 Canadian Highway Bridge Design Code (CHBDC), Latest Edition

ii. CSA S16-09, Design of Steel Structures.

iii. CSA S269.1-1975(R2003), Falsework for Construction Purposes.

iv. CSA W48-06, Filler Metals and Allied Materials for Metal Arc Welding.

v. CSA W59.2 Welded Aluminium Construction

vi. CSA W178.2-2014, Welding Inspector Certification

vii. CISC, Handbook of Steel Construction

Pre-engineered Boardwalk Specifications:

Quantity: 12 (A1 through A12)

Length: Varies – refer to drawings

Arched/Camber: No

Width: 2.4m (8 feet) clear inside of hand-rails

Design Loading:

Our proposition is to be compliant with the CSA-S6 Canadian code for pedestrian bridge by proposing as design criteria:

Design Loading:

- 2.4kPa Live Load (50psf)
- Light vehicle up to 10kN (2 200lbs)
- Wind and snow load per O.B.C.
- Handrail and guards per CSA-S6:
  - Horizontal railings @ 150mm spacing
  - Top chord at minimum height of 1067mm (42in)

- Per Ontario Building Code (O.B.C.)
- ~~4.8 kPa Live Load~~; 2.4kPa Live Load
- Wind and Snow per O.B.C.

Handrails and Guards: per O.B.C.

Decking: Composite material – non-slip, suitable for cold climates

Boardwalk Structural Material: Aluminum 6061-T6

Bearing Plates/Expansion Joints: Shall be supplied by the Boardwalk Manufacturer

Fasteners: all fasteners and anchor bolts shall be Stainless Steel

Matting faces: Boardwalk Manufacturer shall provide non-conductive material between the aluminum boardwalk and

the steel sub-structure, and concrete surfaces to minimize galvanic corrosion.

Connection to Sub-Structure: Boardwalk Manufacturer shall provide all necessary elements (structural or non-structural) for the connection of the boardwalk segments to the proposed steel sub-structure.

Item No. A03

HP310x79 Steel Piles Supply and Installation: The Unit Price bid for this item shall include all labour, equipment and material required to supply, load, transport and install the HP310x79 steel piles. This price shall include the welding of a 400 mm x 400 mm x 25 mm plate to the top of the pile. All welding shall be compliant with CSA W59.2.

Contractor shall install a drive-shoe on the steel piles per OPSD 3000.100. Piles shall be embedded minimum 200mm into competent bedrock and installed per OPSS 903.

Costs associated with the removal of existing rip-rap (if required) to accommodate the installation of the piles shall be included in the Unit Price bid. Price shall also include placing the rip-rap back once the piles are installed.

Contractor shall provide an installation certificate certifying that the piles have been installed into competent bedrock. The design loading of the piles is 150 kN.

All steel piles above the rip-rap shall be shop primed and painted as follows:

Prime Coat: Amercoat 68HS, DFT: 75µm Alternately: AMERLOCK® 400 / SIGMACOVER™ 400

Intermediate Coat: Amercoat 385, DFT: 100µm Alternately: AMERLOCK® 400 / SIGMACOVER™ 400

Top Coat: Amercoat 450H, colour: black, DFT: 100µm Alternately: AMERLOCK® 400 / SIGMACOVER™ 400

Surface preparation and application shall be in accordance with the manufacturer's recommendations.

The Unit Price bid shall also include a vibration management program as outlined below:

Zone of Influence

A zone of influence (ZOI) of minimum 40 meters from the construction site must be assumed. The nearest or all buildings within the ZOI must be considered for monitoring or vibration management. The typical monitoring protocol is provided below. If there are no project specific limits established, as a minimum, the limits provided in Table 1 should be considered for monitoring vibration at the buildings within ZOI.

Vibration Limits

Frequency of Vibration (Hz)	Peak Particle Velocity Limits (mm/s)	
	Review Level	Alert Level
Less Than 4	4	8
4 -10	10	15
Greater Than 10	15	25

If there any buildings/structures of heritage nature or of particular importance due to their location or loading, (including the marina fuel dock/station) those buildings or structures should be considered separately

A seismograph shall be used to monitor vibrations. It shall record vibrations in three orthogonal axes in peak particle velocity (PPV). The equipment must be capable of monitoring frequencies from 1 Hz to 100 Hz; recording at a minimum of 1024 samples per second.

The monitoring locations shall be selected to capture expected worst-case vibration from construction activity at or near the building/structure being monitored.
Prior to construction, vibration monitoring shall be conducted with seismographs to collect baseline vibrations experienced by the building/structure that will be monitored.

The baseline monitoring locations shall be selected to capture expected worst-case vibration from construction activity at or near the building/structure that will be monitored during construction.

Vibration limits provided in Table 1 are not to be exceeded during construction. If the vibration limit is reached or exceeded, as a minimum, the contractor shall provide a workplan to mitigate and/or limit vibrations.

Daily vibration reports (during pile installation) shall be submitted to the Contract Administrator

Item No. A04 REMOVED

W310x39 Steel Beams Supply and Installation: The Unit Price bid for this item shall include all labour, equipment and material necessary to supply, load, transport and install the W310x39 steel beams on the steel piles. This unit price includes the bolted connection of the flanges to the pile cap plate. This bolted connection shall comply with CSA S6:19.17.22.2. This unit price bid shall also include the supply and installation of 400x400x25mm bearing plates and 12mm stiffeners as specified in the drawings.

All steel beams and cap plates shall be shop primed and painted as follows:

Prime Coat: Amercoat 68HS, DFT: 75µm

Intermediate Coat: Amercoat 385, DFT: 100µm

Top Coat: Amercoat 450H, colour: black, DFT: 100µm

Surface preparation and application shall be in accordance with the manufacturer's recommendations.

Item No. A05

Rip-Rap for the Embankment: The Unit Price bid for this item shall include all labour, equipment and material necessary to load, transport, place, and grade rip-rap along the eastern embankment of the Bondar Marina where shown on the drawings.

Measurement for payment for material shall be by the actual mass in tonnes as approved by the Contract Administrator. The weighing of materials shall conform to OPSS 102. Electronic weigh-tickets shall be submitted to the Contract Administrator's representative on site and signed by the representative in order to be eligible for payment.

Rip-Rap size shall be 200mm to 400mm (graded) and installed to provide a stable slope.

Item No. A06

Modify Existing Piles: The Unit Price bid for this item shall include all labour, equipment and material required to modify the existing steel piles. This price shall include cutting the existing piles to the required height, and welding of a 400 mm x 400 mm x 25 mm plate to the top of the pile. All welding shall be compliant with CSA W59.2.

Existing piles and tie-backs shall be painted as follows:

Prime Coat: Amercoat 68HS, DFT: 75µm Alternately: AMERLOCK® 400 / SIGMACOVER™ 400

Intermediate Coat: Amercoat 385, DFT: 100µm Alternately: AMERLOCK® 400 / SIGMACOVER™ 400

Top Coat: Amercoat 450H, colour: black, DFT: 100µm Alternately: AMERLOCK® 400 / SIGMACOVER™ 400

Prior to painting, existing piles shall be prepped in accordance with SSPC SP-11. Contractor shall use proper environmental protection measures to ensure old paint or deleterious materials do not enter the environment or waterways. All paint products shall be used in accordance with the manufacturer's recommendations.

Item No. A07 REMOVED

Remove Bollards from Sidewalk: The Unit Price bid for this item shall include all labour, equipment and material required to complete the work in accordance with OPSS 510 and these contract documents. REMOVED

All materials shall be disposed off-site.

Item No. A08

Prefabricated Bridge Superstructure, Installation: The Unit Price bid for this item shall include all labour, equipment and material required to complete the installation of the prefabricated boardwalk superstructure. The installation shall be completed in accordance with the boardwalk supplier's recommendations.

The bid price shall include site visits, as required, by the boardwalk supplier's engineer (or designate) to ensure the structure is installed in accordance with their requirements.

Item No. A09 REMOVED

Sawcut Existing Concrete Sidewalk: The Lump Sum Price bid for this item shall include all labour, equipment and material necessary to saw cut (and/or chip out) existing concrete sidewalk at the locations shown on the drawings and as indicated by the Contract Administrator. Saw cutting shall be to full depth and to neat straight lines utilizing approved mechanical sawing equipment. Any uneven surfaces due to chipping shall be grouted flat (with a slight slope to shed water) with non-shrink structural grout. REMOVED

Items No. A10

REMOVED

Concrete Sidewalks: The Unit Price bid for these items shall include all labour, quality control testing, equipment and material required to complete the work in accordance with OPSS 351 and these Contract Documents. Concrete sidewalks, retaining walls and driveways shall be constructed in accordance with the following:

- Excavation shall be to the limits as determined by the Contract Administrator and to a depth sufficient to place the specified subbase, 150 mm of Granular A and 150 mm of concrete.
- Match existing condition at the limits of new construction or as otherwise directed by the Contract Administrator.
- Place and compact Granular 'A' to a depth of 150 mm. Granular 'A' shall be compacted to 100% Standard Proctor Maximum Dry Density in accordance with OPSS 501 and shall be paid under the Granular 'A' item.
- See Appendix 5 – City of Sault Ste. Marie Sidewalk Specification.
- Wheelchair ramps shall be constructed in locations determined by the Contract Administrator and shall conform to the Contract Drawings. The cost of wheelchair ramps shall be included in the Unit Price bid for concrete sidewalk. Maximum grade for sidewalks/ramps shall be 2%
- Existing concrete sidewalk and concrete driveways shall be saw-cut at the limits of removal as directed by the Contract Administrator.
- Concrete sidewalk placed abutting concrete curb and gutter, or existing concrete sidewalk shall be separated utilizing an expansion joint of bituminous impregnated softboard, 12 mm thick.
- Private concrete walkways shall be constructed to a width to match the existing walkway unless otherwise directed by the Contract Administrator.

Testing shall be done per Appendix 4 – City of Sault Ste. Marie Contractor Quality Control Requirements.

Payment for sidewalks will be in square meters as measured in the field.

Items No. A11

Engineered Fill: The Unit Price bid for this item shall include all labour, quality control testing, equipment and material required to supply, transport, place, grade and compact engineered fill to be placed on the embankment along the eastern side of the marina, according to the design drawings.

All granulars shall be in accordance with OPSS 1010.

Testing shall be done per Appendix 4 – City of Sault Ste. Marie Contractor Quality Control Requirements.

Measurement for payment of engineered fill shall be by the actual tonnes of material placed as approved by the Contract Administrator. Weighing of materials shall conform to OPSS 102. Electronic weigh-tickets for engineered fill must be submitted to the Contract Administrator's representative on site and signed by the representative in order to be eligible for payment.

Item No. B01

Tree Removals: The lump sum price for this item shall include all labour, equipment and material required to remove trees 100 mm diameter and greater and to dispose off site.

Approved removals to be in accordance with OPSS.MUNI 201.

Notify utility authorities before starting tree removal.

Verify trees to be removed with the Contract Administrator

Grub out stumps and roots, dispose off-site. Backfill with site select material.

Item No. B02

Protection of Trees: The lump sum price for this item shall include all labour, equipment and material necessary to protect existing trees which are to be retained, by erecting construction hoarding barriers as detailed on the contract drawings and in accordance with OPSS.MUNI 801.

Firmly anchor barriers into the ground in an approved manner, as detailed on the contract drawings.

Stretch the fencing along the placed T-bars and tie in at least four (4) places per T-Bar using appropriate galvanized tie wires. Fencing should be taught.

Item No. B03

Traffic Control: The requirements of OPSS 706 - Traffic Control Signing and Special Provision Section 10 - Traffic Control shall apply under this item except as modified herein.

Section 706.03, Definitions, is amended by the deletion of the definition "Construction Signs" and the definition of "Manual" and replacement with the following:

- **Construction Signs:** means all traffic control signs and associated devices identified in the Ontario Traffic Manual Temporary Conditions Book 7, including vehicles and sign trailers, required to support the signs and equipment to supply sign lighting, excluding the contract identification sign and highway number markers.
- **Manual:** means the Ontario Traffic Manual – Temporary Conditions, Book 7.

Section 706.05.02, Signs, is deleted and replaced with the following:

All details with respect to materials, dimensions and other requirements except reflectivity shall conform to the Ontario Traffic Manual Temporary Conditions Book 7.

The Contractor shall maintain a daily diary of the signs in use for temporary and long term traffic control and the diary shall be submitted prior to the final payment. The following information shall be included:

1. A schematic of the location of each existing sign by station, offset and height above pavement;
2. A schematic of the placement and relocation of all construction signs during each stage of construction by station, offset and height above pavement;
3. Traffic accidents including time of inspection, location of incident and photographs; and,

Time of daily sign inspections.

Item No. B04

Turbidity Curtain: The lump sum price for this item shall include all labour, equipment, and material required to complete the installation, monitoring, maintenance and removal of temporary erosion control according to OPSD 219.260.

Turbidity curtains shall meet CAN/CGSB 148.1, No. 7.3 and the material shall be geotextile or geomembrane. The geotextile shall be a woven material with the filtration opening size (FOS) being no greater than 300 µm, conforming to CAN/CGSB 148.1, No. 10.

Item No. B05

Silt Fencing: The Unit Price for this item shall include all labour, equipment, and material required to complete the installation, monitoring, maintenance, and removal of temporary erosion control according to OPSD 219.130.

Silt fencing shall be net free and shall be in place prior to any soil disturbances and remain effective during the entirety of the project.

Item No. B06

REMOVED

Topsoil & Sod: The Unit Price bid for this item shall include all labour, equipment and material required to complete the work, including the supply, testing of topsoil, excavation, trimming, base preparation for topsoil, placing topsoil, compacting topsoil, placing sod, watering and fertilizing and such other materials as may be necessary.

Topsoil texture to consist of 20% to 70% sand and will have a minimum of 5% organic matter for clay loams and 2% organic matter for sandy loams to a maximum of 20% by volume.

Topsoil will be free of subsoil, roots, grass, weeds, toxic materials, stones in excess of 25 mm, and foreign objects.

Topsoil will have an acidity range (pH) of 6.0 to 7.5.

Soil nutrients shall be present in the following ratios:

- Nitrogen (N): 20 - 40 micrograms of available N/gram of topsoil
- Phosphorous (P):10-20 micrograms of phosphate/gram of topsoil
- Potassium (K): 80-120 micrograms of potash/gram of topsoil

Calcium, magnesium, and micro-nutrients including iron, zinc, boron, sulphur, copper.

- Spread topsoil to depths indicated. Topsoil depth shall be determined after settlement and 85% compaction.

Advise Contract Administrator of sources of topsoil to be utilized with sufficient lead time for testing, a minimum of 7 days in advance of starting work.

Contractor is responsible for collecting soil sample and submitting soil sample for analysis as required. Contract Administrator to be present when samples are collected.

Soil testing by recognized testing facility for standard SSC% make up of soil (sand-silt-clay), pH, N, P and K, organic matter.

Testing of Topsoil will be carried out by testing laboratory approved by Contract Administrator.

Measurement for payment for topsoil and sod will be in square meters, as measured in the field.

Item No. B07 REMOVED

Electrical Conduits for Future Lighting: The Unit Price bid for this item shall include all labour, equipment and material required for the installation of 38 mm diameter galvanized electrical conduit complete with junctions boxes every 12 meters.

The electrical conduit shall be secured to the underside of the boardwalk structures using appropriate fasteners. REMOVED

All work shall be completed in accordance with the Ontario Electrical Code.

Measurement for payment will be per linear meter of installed conduit.

Item No. B09

Bonds and Insurance: The price bid for this item shall include full compensation for the cost of bonds and insurance for the project, as specified. If, in the opinion of the Contract Administrator, the amount for this item is unbalanced, the Contractor shall submit invoices or other proof to justify the amount. If the Contract Administrator determines that the amount is unbalanced, he shall adjust the amount and apply the remainder to other tender items as he sees fit. This item will be paid at the first Progress Payment following receipt of acceptable bonds and proof of insurance.

Item No. B10 REMOVED

Contingency Allowance: Perform work only with the prior approval of the Contract Administrator. Work shall be performed in accordance with OPS specifications and the contract documents, and as directed by the Contract Administrator. REMOVED

OPSS MUNI GENERAL CONDITIONS OF CONTRACT

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SECTION GC 1.0 - INTERPRETATION

GC 1.01 Captions

.01 The captions appearing in these General Conditions have been inserted as a matter of convenience and for ease of reference only and in no way define, limit, or enlarge the scope or meaning of the General Conditions or any provision hereof.

GC 1.02 Abbreviations

.01 The abbreviations on the left below are commonly found in the Contract Documents and represent the organizations and phrases listed on the right:

"AASHTO"	-	American Association of State Highway Transportation Officials
“ACI”	-	American Concrete Institute
"ANSI"	-	American National Standards Institute
"ASTM"	-	ASTM International
"AWG"	-	American Wire Gauge
"AWWA"	-	American Water Works Association
“CCIL”	-	Canadian Council of Independent Laboratories
"CGSB"	-	Canadian General Standards Board
"CSA"	-	CSA Group - formerly Canadian Standards Association
"CWB"	-	Canadian Welding Bureau
"GC"	-	General Conditions
“ISO”	-	International Organization for Standardization
"MECP"	-	Ontario Ministry of the Environment, Conservation and Parks
"MTO"	-	Ontario Ministry of Transportation
"MUTCD"	-	Manual of Uniform Traffic Control Devices, published by MTO
“OHSA”	-	Ontario Occupational Health and Safety Act
“OLS”	-	Ontario Land Surveyor
"OPS"	-	Ontario Provincial Standard
"OPSD"	-	Ontario Provincial Standard Drawing
"OPSS"	-	Ontario Provincial Standard Specification
“OTM”	-	Ontario Traffic Manual
"PEO"	-	Professional Engineers Ontario
"SAE"	-	SAE International
“SCC”	-	Standards Council of Canada
"SSPC"	-	The Society for Protective Coatings
"UL"	-	Underwriters Laboratories
"ULC"	-	Underwriters Laboratories Canada
“WHMIS”	-	Workplace Hazardous Materials Information System
“WSIB”	-	Workplace Safety & Insurance Board

GC 1.03 Gender and Singular References

.01 References to the masculine or singular throughout the Contract Documents shall be considered to include the feminine and the plural and vice versa, as the context requires.

GC 1.04 Definitions

.01 For the purposes of the Contract Documents the following definitions shall apply:

Abnormal Weather means an extreme climatic condition characterized by wind speed, air temperature, precipitation, or snow fall depth, that is less than or greater than 1-1/2 standard deviations from the mean determined from the weather records of the 25-year period immediately preceding the tender opening date.

Actual Measurement means the field measurement of that quantity within the approved limits of the Work.

Addenda means any additions or change in the Tender documents issued by the Owner prior to Tender closing.

Additional Work means work not provided for in the Contract Documents and not considered by the Contract Administrator to be essential to the satisfactory completion of the Contract within its intended scope.

Agreement means the agreement between the Owner and the Contractor for the performance of the Work that is included in the Contract Documents.

Base means a layer of Material of specified type and thickness placed immediately below the pavement, driving surface, finished grade, curb and gutter, or sidewalk.

Business Day means any Day except Saturdays, Sundays, and statutory holidays.

Certificate of Subcontract Completion means the certificate issued by the Contract Administrator in accordance with clause GC 8.02.04.02, Certification of Subcontract Completion.

Certificate of Substantial Performance means the certificate issued by the Contract Administrator at Substantial Performance.

Change Directive means any written instruction signed by the Owner, or by the Contract Administrator where so authorized, directing that a Change in the Work or Extra Work be performed.

Change in the Work means the deletion, extension, increase, decrease, or alteration of lines; grades; dimensions; quantities; methods; drawings; substantial changes in geotechnical, subsurface, surface, or other conditions; changes in the character of the Work to be done; or Materials of the Work or part thereof, within the intended scope of the Contract.

Change Order means a written amendment to the Contract signed by the Contractor and the Owner, or the Contract Administrator where so authorized, covering contingencies, a Change in the Work, Extra Work, Additional Work; and establishing the basis for payment and the time allowed for the adjustment of the Contract Time.

Completion means contract completion as set out in the Construction Act.

Completion Certificate means the certificate issued by the Contract Administrator at Completion.

Completion Payment means the payment described more particularly in clause GC 8.02.04.07.

Construction Act means as set out in the Construction Act, R.S.O. 1990, c. C.30**,** as amended.

Constructor means, for the purposes of, and within the meaning of the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended and amendments thereto, the Contractor who executes the Contract.

Contract means the undertaking by the Owner and the Contractor to perform their respective duties, responsibilities, and obligations as prescribed in the Contract Documents.

Contract Administrator means the person, partnership, or corporation designated by the Owner to be the Owner's representative for the purposes of the Contract.

Contract Documents mean the executed Agreement between the Owner and the Contractor, Tender, General Conditions of Contract, Supplemental General Conditions of Contract, Standard Specifications, Special Provisions, Contract Drawings, Addenda incorporated in a Contract Document before the execution of the Agreement, such other documents as may be listed in the Agreement, and subsequent amendments to the Contract Documents made pursuant to the provisions of the Agreement.

Contract Drawings or **Contract Plans** mean drawings or plans, any Geotechnical Report, any Subsurface Report, and any other reports and information provided by the Owner for the Work, and without limiting the generality thereof, may include soil profiles, foundation investigation reports, reinforcing steel schedules, aggregate sources list, Quantity Sheets, and cross-sections.

Contract Time means the time stipulated in the Contract Documents for Substantial Performance or Completion of the Work, including any extension of time made pursuant to the Contract Documents.

Contractor means the person, partnership, or corporation undertaking the Work as identified in the Agreement.

Control Monument means any horizontal or vertical (benchmark) monument that is used to lay out the Work.

Controlling Operation means any component of the Work that, if delayed, may delay the completion of the Work.

Cut-Off Date means the date up to which payment shall be made for Work performed.

Daily Work Records mean daily Records detailing the number and categories of workers and hours worked or on standby, types and quantities of Equipment and number of hours in use or on standby, and description and quantities of Material utilized.

Day means a calendar day.

Drawings or **Plans** mean any Contract Drawings or Contract Plans, or any Working Drawings or Working Plans, or any reproductions of drawings or plans pertaining to the Work.

End Result Specification means specifications that require the Contractor to be responsible for supplying a product or part of the Work. The Owner accepts or rejects the final product or applies a price adjustment that is commensurate with the degree of compliance with the specification.

Engineer means a professional engineer licenced by the Professional Engineers of Ontario to practice in the Province of Ontario.

Equipment means all machinery and equipment used for preparing, fabricating, conveying or erecting the Work and normally referred to as construction machinery and equipment.

Estimate means a calculation of the quantity or cost of the Work or part of it depending on the context.

Extra Work means work not provided for in the Contract as awarded but considered by the Contract Administrator to be essential to the satisfactory completion of the Contract within its intended scope, including unanticipated Work required to comply with legislation and regulations that affect the Work.

Final Acceptance means the date on which the Contract Administrator determines that the Work has passed all inspection and testing requirements and the Contract Administrator is satisfied that the Contractor has rectified all imperfect Work and has discharged all of the Contractor's obligations under the Contract Documents.

Final Acceptance Certificate means the certificate issued by the Contract Administrator at Final Acceptance of the Work.

Final Detailed Statement means a complete evaluation prepared by the Contract Administrator showing the quantities, unit prices, and final dollar amounts of all items of Work completed under the Contract, including variations in tender items and Extra Work, all as set out in the same general form as the monthly Estimates.

Geotechnical Report means a report or other information identifying soil, rock, and ground water conditions in the area of any proposed Work.

Grade means the required elevation of that part of the Work.

Hand Tools means tools that are commonly called tools or implements of the trade and include small power tools.

Highway means a common and public highway any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

Inclement Weather means weather conditions or conditions resulting directly from weather conditions that prevent the Contractor from proceeding with a Controlling Operation**.**

Lot means a specific quantity of Material or a specific amount of construction normally from a single source and produced by the same process.

Lump Sum Item means a tender item indicating a portion of the Work for which payment will be made at a single tendered price. Payment is not based on a measured quantity, although a quantity may be given in the Contract Documents.

Major Item means any tender item that has a value, calculated based on its actual or estimated tender quantity, whichever is the larger, multiplied by its tender unit price, which is equal to or greater than the lesser of,

a) $100,000, or

b) 5% of the total tender value calculated based on the total of all the estimated tender quantities and the tender unit prices.

Material means Material, machinery, equipment and fixtures forming part of the Work.

Monument means either a Property Monument or a Control Monument.

Owner means the party to the Contract for whom the Work is being performed, as identified in the Agreement, and includes, with the same meaning and import, "Authority."

Pavement means a wearing course or courses placed on the Roadway and consisting of asphaltic concrete, hydraulic cement concrete, Portland cement concrete, or plant or road mixed mulch.

Performance Bond means the type of security furnished to the Owner to guarantee completion of the Work in accordance with the Contract and to the extent provided in the bond.

Plan Quantity means that quantity as computed from within the boundary lines of the Work as shown in the Contract Documents.

Project means the construction of the Work as contemplated by this Contract.

Proper Invoice has the meaning as set out in the Construction Act.

Property Monument means any property bar, concrete pillar, rock post, cut cross or other object that marks the boundary between real property ownership.

Quality Assurance (QA) means a system or series of activities carried out by the Owner to ensure that Work meets the specified requirements.

Quality Control (QC) means a system or series of activities carried out by the Contractor, Subcontractor, supplier, and manufacturer to ensure that Work meets the specified requirements.

Quantity Sheet means a list of the quantities of Work to be done.

Quarried Rock means Material removed from an open excavation made in a solid mass of rock that, prior to removal, was integral with the parent mass.

Quarry means a place where aggregate has been or is being removed from an open excavation made in a solid mass of igneous, sedimentary, or metamorphic rock or any combination of these that, prior to removal, was integral with the parent areas.

Rate of Interest means the prejudgment interest rate determined under subsection 127(2) of the *Courts of Justice Act* or, if the contract or subcontract specifies a different interest rate for the purpose, the greater of the prejudgment interest rate and the interest rate specified in the contract or subcontract.

Records mean any books, payrolls, accounts, or other information that relate to the Work or any Change in the Work, Extra Work, Additional Work or claims arising therefrom.

Roadway means that part of the Highway designed or intended for use by vehicular traffic and includes the Shoulders.

Shoulder means that portion of the Roadway between the edge of the travelled portion of the wearing surface and the top inside edge of the ditch or fill slope.

Special Provisions mean directions containing requirements specific to the Work.

Standard Drawing or Standard Specification means a standard practice required and stipulated by the Owner for performance of the Work.

Statutory Holdback means the holdbacks required under the Construction Act.

Subbase means a layer of Material of specified type and thickness between the Subgrade and the Base.

Subcontractor means a person, partnership or corporation undertaking the execution of a part of the Work by virtue of an agreement with the Contractor.

Subgrade means the earth or rock surface, whether in cut or fill, as prepared to support the pavement structure, consisting of Base, Subbase, and Pavement.

Substantial Performance has the meaning as set out in the Construction Act, R.S.O. 1990, c. C.30**,** as amended.

Subsurface Report means a report or other information identifying the location of Utilities, concealed and adjacent structures, and physical obstructions that fall within the influence of the Work.

Superintendent means the Contractor's authorized representative in charge of the Work and who shall be a “competent person” within the meaning of the definition contained in the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, as amended.

Surety means the person, partnership or corporation, other than the Contractor, licensed in Ontario to transact business under the Insurance Act, R.S.O. 1990, c.I.8, as amended, executing a bond provided by the Contractor.

Tender means an offer in writing from the Contractor, submitted in the format prescribed by the Owner, to complete the Work.

Time and Material means costs calculated according to clause GC 8.02.05, Payment on a Time and Material Basis.

Utility means an aboveground or underground facility maintained by a municipality, public utility authority or regulated authority and includes services such as sanitary sewer, storm sewer, water, electric, gas, oil, steam, data transmission, telephone, and cable television.

Warranty Period means the applicable time period according to clause GC 7.16.02, Warranty.

Work means the total construction and related services required by the Contract Documents.

Working Area means all the lands and easements owned or acquired by the Owner for the construction of the Work.

Working Day means any Day,

a) except Saturdays, Sundays and statutory holidays;

b) except a Day as determined by the Contract Administrator, on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom, from proceeding with a Controlling Operation. For the purposes of this definition, this shall be a Day during which the Contractor cannot proceed with at least 60% of the normal labour and Equipment force effectively engaged on the Controlling Operation for at least 5 hours;

c) except a Day on which the Contractor is prevented from proceeding with a Controlling Operation, as determined by the Contract Administrator by reason of,

    i. any breach of the Contract by the Owner or if such prevention is due to the Owner, another contractor hired by the Owner, or an employee of any one of them, or by anyone else acting on behalf of the Owner.

    ii. non-delivery of Owner supplied Materials.

    iii. any cause beyond the reasonable control of the Contractor that can be substantiated by the Contractor to the satisfaction of the Contract Administrator.

Working Drawings or **Working Plans** means any Drawings or Plans prepared by the Contractor for the execution of the Work and may, without limiting the generality thereof, include formwork, falsework, and shoring plans; Roadway protection plans; shop drawings; shop plans; or erection diagrams.

GC 1.05 Ontario Traffic Manual

.01 All references in the Contract Documents to the MUTCD, including all Parts and Divisions thereof, or MTO Traffic Control Manual for Roadway Work Operations, or Traffic Control Manual for Roadway Operations Field Edition are hereby deleted and replaced by all currently available books which make up the Ontario Traffic Manual.

GC 1.06 Final Acceptance

.01 For the purposes of determining whether Final Acceptance has occurred, the Contract Administrator shall not take into account, in determining the discharge of the Contractor's obligations, any warranty obligation of the Contractor to the extent that the warranty extends beyond 12 months after Substantial Performance.

GC 1.07 Interpretation of Certain Words

.01 The words "acceptable," "approval," "authorized," "considered necessary," "directed," "required," "satisfactory," or words of like import, shall mean approval of, directed, required, considered necessary, or authorized by and acceptable or satisfactory to the Contract Administrator, unless the context clearly indicates otherwise.

SECTION GC 2.0 - CONTRACT DOCUMENTS

GC 2.01 Reliance on Contract Documents

.01 The Owner warrants that the information furnished in the Contract Documents can be relied upon with the following limitations or exceptions:

a) Based on available information at the time of the contract, the location of all mainline underground Utilities that may affect the Work shall be shown to a tolerance of:

i. 1 m horizontal, and
ii. 0.3 m vertical

.02 The Owner does not warrant or make any representation with respect to:

a) interpretations of data or opinions expressed in any Subsurface Report available for the perusal of the Contractor, that are not included as part of the Contract Documents, and

b) other information specifically excluded from this warranty.

GC 2.02 Order of Precedence

.01 In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:

a) Agreement

b) Addenda

c) Special Provisions

d) Contract Drawings

e) Standard Specifications

f) Standard Drawings

g) Tender

h) Supplemental General Conditions

i) OPSS.MUNI 100 General Conditions of Contract

j) Working Drawings

Later dates shall govern within each of the above categories of documents.

.02 In the event of any conflict among or inconsistency in the information shown on Drawings, the following rules shall apply:

a) Dimensions shown in figures on a Drawing shall govern where they differ from dimensions scaled from the same Drawing;

b) Drawings of larger scale shall govern over those of smaller scale;

c) Detailed Drawings shall govern over general Drawings; and

d) Drawings of a later date shall govern over those of an earlier date in the same series.

.03 In the event of any inconsistency or conflict in the contents of Standard Specifications the following descending order of precedence shall govern:

a) Owner's Standard Specifications

b) Ontario Provincial Standard Specifications

c) Other standards referenced in OPSSs and OPSDs (e.g., CSA, CGSB, ASTM, and ANSI).

.04 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT

GC 3.01 Contract Administrator's Authority

.01 The Contract Administrator shall be the Owner's representative during construction and until the issuance of the Completion Certificate or the issuance of the Final Acceptance Certificate, whichever is later. All instructions to the Contractor, including instructions from the Owner, shall be issued by the Contract Administrator. The Contract Administrator shall have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

.02 All claims, disputes and other matters in question relating to the performance and the quality of the Work or the interpretation of the Contract Documents shall be referred to the Contract Administrator in writing by the Contractor.

.03 The Contract Administrator may inspect the Work for its conformity with the Contract Documents, and to record the necessary data to establish payment quantities under the schedule of tender quantities and unit prices or to assess the value of the Work completed in the case of a lump sum price Contract.

.04 The Contract Administrator shall provide an estimate of the amounts owing to the Contractor under the Contract as provided for in section GC 8.0, Measurement and Payment.

.05 The Contract Administrator, to not cause delay in the schedule, shall, with reasonable promptness, review and take appropriate action upon the Contractor's submissions such as shop drawings, product data, and samples in accordance with the Contract Documents .

.06 The Contract Administrator shall investigate all allegations of a Change in the Work made by the Contractor and issue appropriate instructions.

.07 The Contract Administrator shall prepare Change Directives and Change Orders for the Owner’s approval.

.08 Upon written application by the Contractor, the Contract Administrator and the Contractor shall jointly conduct an inspection of the Work to establish the date of Substantial Performance of the Work or the date of Completion of the Work or both.

.09 The Contract Administrator shall be, in the first instance, the interpreter of the Contract Documents and the judge of the performance thereunder by both parties to the Contract. Interpretations and decisions of the Contract Administrator shall be consistent with the intent of the Contract Documents and, in making these decisions, the Contract Administrator shall not show partiality to either party.

.10 The Contract Administrator shall have the authority to reject any part of the Work or Material that does not conform to the Contract Documents.

.11 In the event that the Contract Administrator determines that any part of the Work performed by the Contractor is defective, whether the result of poor workmanship the use of defective Material or damage through carelessness or other act or omission of the Contractor and whether or not incorporated in the Work or otherwise fails to conform to the Contract Documents, then the Contractor shall if directed by the Contract Administrator promptly, as directed by the Contract Administrator, remove the Work and replace, make good, or re-execute the Work at no additional cost to the Owner.

.12 Any part of the Work destroyed or damaged by such removals, replacements, or re-executions shall be made good, promptly, at no additional cost to the Owner.

.13 If, in the opinion of the Contract Administrator it is not expedient to correct defective Work or Work not performed in accordance with the Contract Documents, the Owner may deduct from monies otherwise due to the Contractor the difference in value between the Work as performed and that called for by the Contract Documents amount that will be determined in the first instance by the Contract Administrator.

.14 Notwithstanding any inspections made by the Contract Administrator or the issuance of any certificates or the making of any payment by the Owner, the failure of the Contract Administrator to reject any defective Work or Material shall not constitute acceptance of defective Work or Material.

.15 The Contract Administrator shall have the authority to temporarily suspend the Work for such reasonable time as may be necessary:

a) to facilitate the checking of any portion of the Contractor's construction layout;

b) to facilitate the inspection of any portion of the Work; or

c) for the Contractor to remedy its non-compliance with any provisions of the Contract Documents.

The Contractor shall not be entitled to any compensation for suspension of the Work in these circumstances.

.16 The Owner has the right to terminate the Contract for wilful or persistent violation by the Contractor or its workers of any applicable laws or bylaws, including but not limited to, the Occupational Health and Safety Act legislation and regulations, Workplace Safety and Insurance Board Act, and Regulation 347 of the Environmental Protection Act.

.17 If the Contract Administrator determines that any worker employed on the Work is incompetent, as defined by the Occupational Health and Safety Act, or is disorderly, then the Contract Administrator shall provide written notice to the Contractor and the Contractor shall immediately remove the worker from the Working Area. Such worker shall not return to the Working Area without the prior written consent of the Contract Administrator.

GC 3.02 Working Drawings

.01 The Contractor shall arrange for the preparation of clearly identified and dated Working Drawings as called for by the Contract Documents.

.02 The Contractor, to not cause delay in the Work, shall submit Working Drawings to the Contract Administrator with reasonable promptness and in orderly sequence . If either the Contractor or the Contract Administrator so requests, they shall jointly prepare a schedule fixing the dates for submission and return of Working Drawings. Working Drawings shall be submitted in printed form. At the time of submission, the Contractor shall notify the Contract Administrator in writing of any deviations from the Contract Documents that exist in the Working Drawings.

.03 The Contract Administrator shall review and return Working Drawings in accordance with an agreed upon schedule, or otherwise, with reasonable promptness so as not to cause delay.

.04 The Contract Administrator's review shall be to check for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the Working Drawings or of responsibility for meeting all requirements of the Contract Documents, unless a deviation on the Working Drawings has been approved in writing by the Contract Administrator.

.05 The Contractor shall make any changes in Working Drawings that the Contract Administrator may require to make the Working Drawings consistent with the Contract Documents and resubmit, unless otherwise directed by the Contract Administrator. When resubmitting, the Contractor shall notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.

.06 Work related to the Working Drawings shall not proceed until the Working Drawings have been signed and dated by the Contract Administrator.

.07 The Contractor shall keep one set of the reviewed Working Drawings, marked as above, at the site at all times.

GC 3.03 Right of the Contract Administrator to Modify Methods and Equipment

.01 The Contractor shall, when requested in writing, make alterations in the method, Equipment, or work force at any time the Contract Administrator considers the Contractor's actions to be unsafe, or damaging to either the Work or existing facilities or the environment.

.02 The Contractor shall, when requested in writing, alter the sequence of its operations on the Contract so as to avoid interference with work being performed by others.

.03 Notwithstanding the foregoing, the Contractor shall ensure that all necessary safety precautions and protection are maintained throughout the Work.

GC 3.04 Emergency Situations

.01 The Contract Administrator has the right to determine the existence of an emergency situation and, when such an emergency situation is deemed to exist, the Contract Administrator may instruct the Contractor to take action to remedy the situation. If the Contractor does not take timely action or, if the Contractor is not available, the Contract Administrator may direct others to remedy the situation.

.02 If the emergency situation was the fault of the Contractor, the remedial Work shall be done at the Contractor's expense. If the emergency situation was not the fault of the Contractor, the Owner shall pay for the remedial Work.

GC 3.05 Layout Information

.01 The Contract Administrator shall provide background information, including without limitation, baseline and benchmark information, to facilitate the general location, alignment, elevation and layout of the Work.

.02 The Contract Administrator shall provide pre and post construction inventories of all Monuments, etc. that are located within the Working Area.

.03 The Owner shall be responsible only for the correctness of the layout information provided by the Contract Administrator.

GC 3.06 Extension of Contract Time

.01 An application for an extension of Contract Time shall be made in writing by the Contractor to the Contract Administrator as soon as the need for such extension becomes evident and at least 15 Days prior to the expiration of the Contract Time. The application for an extension of Contract Time shall enumerate the reasons and state the length of extension required.

.02 Circumstances suitable for consideration of an extension of Contract Time include the following:

a) Delays, subsection GC 3.07.

b) Changes in the Work, clause GC 3.10.01.

c) Extra Work, clause GC 3.10.02.

d) Additional Work, clause GC 3.10.03.

.03 The Contract Administrator shall, in reviewing an application for an extension to the Contract Time, consider whether the delays, Changes in the Work, Extra Work, or Additional Work involve a Controlling Operation.

.04 The Contract Time shall be extended for such additional time as may be recommended by the Contract Administrator and deemed fair and reasonable by the Owner.

.05 The terms and conditions of the Contract shall continue for such extension of Contract Time.

GC 3.07 Delays

.01 If the Contractor is delayed in the performance of the Work by,

a) war, blockades, and civil commotions;

b) errors in the Contract Documents;

c) an act or omission of the Owner or Contract Administrator, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents;

d) a stop work order issued by a court or public authority, provided that such order was not issued as the result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly;

e) the Contract Administrator giving notice under section GC 7.0, Suspension of Work;

f) Abnormal Weather; or

g) archaeological finds, in accordance with subsection GC 3.15, Archaeological Finds,

then the Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay, provided that in the case of an application for an extension of Contract Time due to Abnormal Weather, the Contractor shall, with the Contractor's application, submit evidence from Environment Canada in support of such application. Extension of Contract Time may be granted in accordance with subsection GC 3.06, Extension of Contract Time.

.02 If the Work is delayed by labour disputes, strikes or lock-outs, including lock-outs decreed or recommended to its members by a recognized contractor's association, of which the Contractor is a member or to which the Contractor is otherwise bound, which are beyond the Contractor's control, then the Contract Time shall be extended in accordance with subsection GC 3.06, Extension of Contract Time.

.03 In no case shall the extension of Contract Time be less than the time lost as the result of the event causing the delay, unless a shorter extension is agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are the result of actions by the Owner.

.04 The Contractor shall not be entitled to payment for the cost of delays incurred as a result of a dispute between the Contractor and Owner. The Contractor shall execute the Work and may pursue resolution of the dispute in accordance with subsection GC 3.13, Claims, Negotiations, Mediations.

GC 3.08 Assignment of Contract

.01 The Contractor shall not assign the Contract, either in whole or in part, without the prior written consent of the Owner.

GC 3.09 Subcontracting by the Contractor

.01 Subject to clause GC 3.09.03, Subcontracting by the Contractor, the Contractor may subcontract any part of the Work, in accordance with the Contract Documents and any limitations specified therein.

.02 The Contractor shall notify the Contract Administrator in writing in 10 Days prior to the start of construction of the intention to subcontract. Such notification shall identify the part of the Work, and the Subcontractor with whom it is intended.

.03 The Contract Administrator shall, within 5 Days of receipt of such notification, accept or reject the intended Subcontractor. The rejection shall be in writing and shall include the reasons for the rejection.

.04 The Contractor shall not, without the written consent of the Owner, change a Subcontractor who has been engaged in accordance with this subsection.

.05 The Contractor shall preserve and protect the rights of the Owner under the Contract Documents with respect to that part of the Work to be performed under subcontract and shall,

a) enter into agreements with the intended Subcontractors to require them to perform their Work in accordance with the Contract Documents; and

b) be as fully responsible to the Owner for acts and omissions of the Contractor's Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

.06 The Owner's consent to subcontracting by the Contractor shall not be construed to relieve the Contractor from any obligation under the Contract and shall not impose any liability upon the Owner. Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Owner.

GC 3.10 Changes

GC 3.10.01 Changes in the Work

.01 The Owner, or the Contract Administrator where so authorized, may, by order in writing, make a Change in the Work without invalidating the Contract. The Contractor shall not be required to proceed with a Change in the Work until in receipt of a Change Order or Change Directive. Upon the receipt of such Change Order or Change Directive the Contractor shall proceed with the Change in the Work.

.02 The Contractor may apply for an extension of Contract Time according to the terms of clause GC 3.06, Extension of Contract Time.

.03 If the Change in the Work relates solely to quantities, payment for that part of the Work shall be made according to the conditions specified in clause GC 8.01.02, Variations in Tender Quantities. If the Change in the Work does not solely relate to quantities, then either the Owner or the Contractor may initiate negotiations upwards or downwards for the adjustment of the Contract price in respect of the Change in the Work pursuant to subsection GC 3.13, Claims, Negotiations, Mediation or payment may be made according to the conditions contained in clause GC 8.02.05, Payment on a Time and Material Basis.

GC 3.10.02 Extra Work

.01 The Owner, or Contract Administrator where so authorized, may instruct the Contractor to perform Extra Work without invalidating the Contract. The Contractor shall not be required to proceed with the Extra Work until in receipt of a Change Order or Change Directive. Upon receipt of such Change Order or Change Directive the Contractor shall proceed with the Extra Work.

.02 The Contractor may apply for an extension of Contract Time according to the terms of clause GC 3.06, Extension of Contract Time.

.03 Either the Owner or Contractor may initiate negotiations upwards or downwards for the payment for the Extra Work pursuant to subsection GC 3.13, Claims, Negotiations, Mediation, or payment may be made according to the conditions contained in clause GC 8.02.05, Payment on a Time and Material Basis.

GC 3.10.03 Additional Work

.01 The Owner, or Contract Administrator where so authorized, may request the Contractor to perform Additional Work without invalidating the Contract. If the Contractor agrees to perform Additional Work, the Contractor shall proceed with such Additional Work upon receipt of a Change Order.

.02 The Contractor may apply for an extension of Contract Time according to the terms of subsection GC 3.06, Extension of Contract Time.

.03 Payment for the Additional Work may be negotiated pursuant to subsection GC 3.13, Claims, Negotiations, Mediation, or payment may be made according to the conditions contained in clause GC 8.02.05, Payment on a Time and Material Basis.

GC 3.11 Notices

.01 Any notice permitted or required to be given to the Contract Administrator or the Superintendent in respect of the Work shall be deemed to have been given to and received by the addressee on the date of delivery if delivered by hand, email, or by facsimile transmission and on the fifth Day after the date of mailing, if sent by mail.

.02 The Contractor and the Owner shall provide each other with the mail and email addresses; cell phone, and telephone numbers for the Contract Administrator and the Superintendent at the commencement of the Work, and update as necessary.

.03 In the event of an emergency situation or other urgent matter the Contract Administrator or the Superintendent may give a verbal notice, provided that such notice is confirmed in writing within 2 Days.

.04 Any notice permitted or required to be given to the Owner or the Contractor shall be given in accordance with the notice provision of the Contract.

GC 3.12 Use and Occupancy of the Work Prior to Substantial Performance

.01 Where it is not contemplated elsewhere in the Contract Documents, the Owner may use or occupy the Work or any part thereof prior to Substantial Performance, provided that at least 30 Days written notice has been given to the Contractor.

.02 The use or occupancy of the Work or any part thereof by the Owner prior to Substantial Performance shall not constitute an acceptance of the Work or parts so occupied. In addition, the use or occupancy of the Work shall not relieve the Contractor or the Contractor's Surety from any liability that has arisen, or may arise, from the performance of the Work in accordance with the Contract Documents. The Owner shall be responsible for any damage that occurs because of the Owner's use or occupancy. Such use or occupancy of any part of the Work by the Owner does not waive the Owner's right to charge the Contractor liquidated damages in accordance with the terms of the Contract.

GC 3.13 Claims, Negotiations, Mediation

GC 3.13.01 Continuance of the Work

.01 Unless the Contract has been terminated or completed, the Contractor shall in every case, after serving or receiving any notification of a claim or dispute, verbal or written, continue to proceed with the Work with due diligence and expedition. It is understood by the parties that such action shall not jeopardize any claim it may have.

GC 3.13.02 Record Keeping

.01 Immediately upon commencing Work that may result in a claim, the Contractor shall keep Daily Work Records during the course of the Work, sufficient to substantiate the Contractor's claim, and the Contract Administrator shall keep Daily Work Records to be used in assessing the Contractor's claim, all in accordance with clause GC 8.02.07, Records.

.02 The Contractor and the Contract Administrator shall attempt to reconcile their respective Daily Work Records on a daily basis, to simplify review of the claim, when submitted. If the Contractor and the Contract Administrator fail to reconcile their respective Daily Work Records, then the Contractor shall submit its Daily Work Records as part of its claim, whereby the resolution of the dispute about the Daily Work Records shall not be resolved until there is a resolution of the claim.

.03 The keeping of Daily Work Records by the Contract Administrator or the reconciling of such Daily Work Records with those of the Contractor shall not be construed to be acceptance of the claim.

GC 3.13.03 Claims Procedure

.01 The Contractor shall give verbal notice of any situation that may lead to a claim for additional payment immediately upon becoming aware of the situation.

.02 The Contractor shall provide written notice within 7 Days of the commencement of any part of the Work that may be affected by the situation.

.03 The Contractor shall submit detailed claims as soon as reasonably possible and in any event no later than 30 Days or such time as mutually agreed after completion of the Work affected by the situation. The detailed claim shall:

a) identify the item or items in respect of which the claim arises;

b) state the grounds, contractual or otherwise, upon which the claim is made; and

c) include the Records maintained by the Contractor supporting such claim.

.04 Within 30 Days of the receipt of the Contractor's detailed claim, the Contract Administrator may request the Contractor to submit any further and other particulars as the Contract Administrator considers necessary to assess the claim. The Contractor shall submit the requested information within 30 Days of receipt of such request.

.05 Within 90 Days of receipt of the detailed claim, the Contract Administrator shall advise the Contractor, in writing, of the Contract Administrator's opinion regarding the validity of the claim.

GC 3.13.04 Negotiations

.01 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, open and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.

.02 Should the Contractor disagree with the opinion given in clause GC 3.13.03.05, with respect to any part of the claim, the Contract Administrator shall enter into negotiations with the Contractor to resolve the matters in dispute. Where a negotiated settlement cannot be reached and it is agreed that payment cannot be made on a Time and Material basis in accordance with clause GC 8.02.05, Payment on a Time and Material Basis, the parties shall proceed in accordance with clause GC 3.13.05, Mediation, or subsection GC 3.14, Arbitration.

.03 Prior to the expiry of 30 Business Days from the date of receipt of the Contractors claim, the Contract Administrator shall provide a written response to the Contractor stating the Contract Administrator’s final price for the Change Order and an explanation of the rationale and basis of the Contract Administrator’s position which shall be deemed to be the initial site response.

GC 3.13.05 Mediation

.01 If a claim is not resolved satisfactorily through the negotiation stage noted in clause GC 3.13.04, Negotiations, within a period of 30 Days following the opinion given in clause GC 3.13.03.05, and the Contractor wishes to pursue the issue further, the parties may, upon mutual agreement, utilize the services of an independent third-party mediator.

.02 The mediator shall be mutually agreed upon by the Owner and Contractor.

.03 The mediator shall be knowledgeable regarding the area of the disputed issue. The mediator shall meet with the parties together or separately, as necessary, to review all aspects of the issue. In a final attempt to assist the parties in resolving the issue themselves prior to proceeding to arbitration the mediator shall provide, without prejudice, a non-binding recommendation for settlement.

.04 The review by the mediator shall be completed within 90 Days following the opinion given in clause GC 3.13.03.05.

.05 Each party is responsible for its own costs related to the use of the mediation process. The cost of the third-party mediator shall be equally shared by the Owner and Contractor.

GC 3.13.06 Payment

.01 Payment of the claim shall be made no later than 28 Days after the date of resolution of the claim or dispute. Such payment shall be made according to the terms of section GC 8.0, Measurement and Payment.

GC 3.13.07 Rights of Both Parties

.01 It is agreed that no action taken under subsection GC 3.13, Claims, Negotiations, Mediation, by either party shall be construed as a renunciation or waiver of any of the rights or recourse available to the parties, provided that the requirements set out in this subsection are fulfilled.

.02 It is further agreed that the parties may at any time resort to the adjudication procedure contained in the Construction Act.

GC 3.14 Arbitration

GC 3.14.01 Conditions of Arbitration

.01 If a claim is not resolved satisfactorily through the negotiation stage noted in clause GC 3.13.04, Negotiations, or the mediation stage noted in clause GC 3.13.05, Mediation, either party may invoke the provisions of subsection GC 3.14, Arbitration, by giving written notice to the other party.

.02 Notification that arbitration shall be implemented to resolve the issue shall be communicated in writing as soon as possible and no later than 60 Days following the opinion given in clause GC 3.13.03.05. Where the use of a third-party mediator was implemented, notification shall be within 120 Days of the opinion given in clause GC 3.13.03.05.

.03 The parties shall be bound by the decision of the arbitrator.

.04 The rules and procedures of the Arbitration Act, 1991, S.O. 1991, c.17, as amended, shall apply to any arbitration conducted hereunder except to the extent that they are modified by the express provisions of subsection GC 3.14, Arbitration.

GC 3.14.02 Arbitration Procedure

.01 The following provisions are to be included in the agreement to arbitrate and are subject only to such right of appeal as exist where the arbitrator has exceeded his or her jurisdiction or have otherwise disqualified him or herself:

a) All existing actions in respect of the matters under arbitration shall be stayed pending arbitration;

b) All outstanding claims and matters to be settled are to be set out in a schedule to the agreement. Only such claims and matters as are in the schedule shall be arbitrated; and

c) Before proceeding with the arbitration, the Contractor shall confirm that all matters in dispute are set out in the schedule.

GC 3.14.03 Appointment of Arbitrator

.01 The arbitrator shall be mutually agreed upon by the Owner and Contractor to adjudicate the dispute.

.02 Where the Owner and Contractor cannot agree on a sole arbitrator within 30 Days of the notification of arbitration noted in clause GC 3.14.01.02, the Owner and the Contractor shall each choose an appointee within 37 Days of the notice of arbitration.

.03 The appointees shall mutually agree upon an arbitrator to adjudicate the dispute within 15 Days after the last appointee was chosen or they shall refer the matter to the ADR Institute of Ontario (ADRIO), which may select an arbitrator to adjudicate the dispute within 7 Days of being requested to do so.

.04 The arbitrator shall not be interested financially in the Contract nor in either party's business and shall not be employed by either party.

.05 The arbitrator may appoint independent experts and any other persons to assist him or her.

.06 The arbitrator is not bound by the rules of evidence that govern the trial of cases in court but may hear and consider any evidence that the arbitrator considers relevant.

.07 The hearing shall commence within 90 Days of the appointment of the arbitrator.

GC 3.14.04 Costs

.01 The arbitrator's fee shall be equally shared by the Owner and the Contractor.

.02 The fees of any independent experts and any other persons appointed to assist the arbitrator shall be shared equally by the Owner and the Contractor.

.03 The arbitration hearing shall be held in a place mutually agreed upon by both parties or in the event the parties do not agree, a site shall be chosen by the arbitrator. The cost of obtaining appropriate facilities shall be shared equally by the Owner and the Contractor.

.04 The arbitrator may, in his or her discretion, award reasonable costs, related to the arbitration.

GC 3.14.05 The Decision

.01 The reasoned decision shall be made in writing within 90 Days of the conclusion of the hearing. An extension of time to make a decision may be granted with consent of both parties. Payment shall be made in accordance with clause GC 3.13.06, Payment.

GC 3.15 Archaeological Finds

.01 If the Contractor's operations expose any items that may indicate an archaeological find, such as but not limited to building remains, hardware, accumulations of bones, pottery, or arrowheads, the Contractor shall immediately notify the Contract Administrator and suspend operations within the area identified by the Contract Administrator. Notification may be verbal provided that such notice is confirmed in writing within 2 Days. Work shall remain suspended within that area until otherwise directed by the Contract Administrator in writing, in accordance with subsection GC 7.09, Suspension of Work.

.02 Any delay in the completion of the Contract that is caused by such a suspension of Work shall be considered to be beyond the Contractor's control in accordance with clause GC 3.07.01.

.03 Any Work directed or authorized in connection with an archaeological find shall be considered as Extra Work in accordance with clause GC 3.10.02, Extra Work.

.04 The Contractor shall take all reasonable action to minimize additional costs that may accrue as a result of any work stoppage.

SECTION GC 4.0 - OWNER'S RESPONSIBILITIES AND RIGHTS

GC 4.01 Working Area

.01 The Owner shall acquire all property rights that are deemed necessary by the Owner for the construction of the Work, including temporary working easements, and shall indicate the full extent of the Working Area on the Contract Drawings.

GC 4.02 Approvals and Permits

.01 The Owner shall pay for all plumbing and building permits.

.02 The Owner shall obtain and pay for all permits, licences, and certificates solely required for the design of the Work.

GC 4.03 Management and Disposition of Materials

.01 The Owner shall identify in the Contract Documents the Materials to be moved within or removed from the Working Area and any characteristics of those Materials that necessitates special Materials management and disposition.

.02 In accordance with regulations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, the Owner advises that,

a) the designated substances silica, lead, and arsenic are generally present throughout the Working Area occurring naturally or as a result of vehicle emissions;

b) the designated substance asbestos may be present in cement products, asphalt, and conduits for Utilities;

c) the following hazardous materials are ordinarily present in construction activities: limestone, gypsum, marble, mica, and Portland cement; and

d) exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting, and abrasive blasting.

.03 The Owner shall identify in the Contract Documents any designated substances or hazardous materials other than those identified above and their location in the Working Area.

.04 If the Owner or Contractor discovers or is advised of the presence of designated substances or hazardous Materials that are in addition to those listed in clause GC 4.03.02, or not clearly identified in the Contract Documents according to clause GC 4.03.03, then verbal notice shall be provided to the other party immediately with written confirmation within 2 Days. The Contractor shall stop Work in the area immediately and shall determine the necessary steps required to complete the Work in accordance with applicable legislation and regulations.

.05 The Owner shall be responsible for any reasonable additional costs of removing, managing and disposing of any Material not identified in the Contract Documents, or where conditions exist that could not have been reasonably foreseen at the time of tendering. All work under this paragraph shall be deemed to be Extra Work.

.06 Prior to commencement of the Work, the Owner shall provide to the Contractor a list of those products controlled under the Workplace Hazardous Materials Information System (WHMIS), that the Owner may supply or use on the Contract, together with copies of the Safety Data Sheets for these products. All containers used in the application of products controlled under WHMIS shall be labelled. The Owner shall notify the Contractor in writing of changes to the list and provide relevant Safety Data Sheets.

.07 Unless expressly permitted in the Contract Documents, the Contractor shall not bring onto the Work Area any designated substance or hazardous Material per OHSA without the prior written authorization of the Contract Administrator.

.08 The Contractor shall use all reasonable care to avoid spilling or disturbing any designated substances or hazardous Material per OHSA.

GC 4.04 Construction Affecting Railway Property

.01 The Owner shall pay the costs of all flagging and other traffic control measures required and provided by the railway company unless such costs are solely a function of the Contractor's chosen method of completing the Work.

.02 Every precaution shall be taken by the Contractor to protect all railway property at track crossings; or otherwise, on which construction operations are to take place in accordance with the terms of this Contract.

.03 The Contractor shall be required to conduct the construction operations in such a manner as to avoid a possibility of damaging any railway property in the vicinity of the Works. Every reasonable precaution shall be taken by the Contractor to ensure the safety of the workers, Subcontractors, and Equipment, as well as railway property throughout the duration of the Contract.

GC 4.05 Default by the Contractor

.01 If the Contractor fails to commence the Work within 14 Days of a formal order to commence Work signed by the Contract Administrator or, upon commencement of the Work, should neglect to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract and, if the Contract Administrator has given a written statement to the Owner and Contractor that sufficient cause exists to justify such action, the Owner may, without prejudice to any other right or remedy the Owner may have, notify the Contractor in writing that the Contractor is in default of the Contractor’s contractual obligations and instruct the Contractor to correct the default in the 5 Working Days immediately following the receipt of such notice.

.02 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, by giving the Contractor or receiver or trustee in bankruptcy notice in writing, terminate the Contract.

GC 4.06 Contractor's Right to Correct a Default

.01 The Contractor shall have the right within the 5 Working Days following the receipt of a notice of default to correct the default and provide the Owner with satisfactory proof that appropriate corrective measures have been taken.

.02 If the Owner determines that the correction of the default cannot be completed within the 5 Working Days following receipt of the notice, the Contractor shall not be in default if the Contractor,

a) commences the correction of the default within the 5 Working Days following receipt of the notice;

b) provides the Owner with a schedule acceptable to the Owner for the progress of such correction; and

c) completes the correction in accordance with such schedule.

GC 4.07 Owner's Right to Correct Default

.01 If the Contractor fails to correct the default within the time specified in subsection GC 4.06, Contractor's Right to Correct a Default, or subsequently agreed upon, the Owner, without prejudice to any other right or remedy the Owner may have, may correct such default and deduct the cost thereof, as certified by the Contract Administrator, from any payment then or thereafter due to the Contractor.

GC 4.08 Termination of Contractor's Right to Continue the Work

.01 Where the Contractor fails to correct a default within the time specified in subsection GC 4.06, Contractor's Right to Correct a Default, or subsequently agreed upon, the Owner, without prejudice to any other right or remedy the Owner may have, may terminate the Contractor's right to continue the Work in whole or in part by giving written notice to the Contractor.

.02 If the Owner terminates the Contractor's right to continue with the Work in whole or in part, the Owner shall be entitled to,

a) take possession of the Working Area or that portion of the Working Area devoted to that part of the Work terminated;

b) utilize any Material within the Working Area;

d) withhold further payments to the Contractor with respect to the Work or the portion of the Work withdrawn from the Contractor until the Work or portion thereof withdrawn is completed;

d) charge the Contractor the additional cost over the Contract price of completing the Work or portion thereof withdrawn from the Contractor, as certified by the Contract Administrator and any additional compensation paid to the Contract Administrator for such additional service arising from the correction of the default;

e) charge the Contractor a reasonable allowance, as determined by the Contract Administrator, to cover correction to the Work performed by the Contractor that may be required under subsection GC 7.16, Warranty;

f) charge the Contractor for any damages the Owner sustained as a result of the default; and

g) charge the Contractor the amount by which the cost of corrections to the Work under subsection GC 7.16, Warranty, exceeds the allowance provided for such corrections.

GC 4.09 Final Payment to Contractor

.01 If the Owner's cost to correct and complete the Work in whole or in part is less than the amount withheld from the Contractor under subsection GC 4.08, Termination of Contractor's Right to Continue the Work, the Owner shall pay the balance to the Contractor as soon as the final accounting for the Contract is complete.

GC 4.10 Termination of the Contract

.01 Where the Contractor is in default of the Contract the Owner shall, without prejudice to any other right or remedy the Owner may have, terminate the Contract by giving written notice of termination to the Contractor, the Surety, and any trustee or receiver acting on behalf of the Contractor's estate or creditors.

.02 If the Owner elects to terminate the Contract, the Owner shall provide the Contractor and the trustee or receiver with a complete accounting to the date of termination.

GC 4.11 Continuation of Contractor's Obligations

.01 The Contractor's obligation under the Contract as to quality, correction, and warranty of the Work performed prior to the time of termination of the Contract or termination of the Contractor's right to continue with the Work in whole or in part shall continue to be in force after such termination.

GC 4.12 Use of Performance Bond

.01 If the Contractor is in default of the Contract and the Contractor has provided a Performance Bond, the provisions of section GC 4.0, Owner’s Responsibilities and Rights, shall be exercised in accordance with the conditions of the Performance Bond.

GC 4.13 Payment Adjustment

.01 If any situation should occur in the performance of the Work that would result in a Change in the Work, the Owner shall be entitled to an adjustment and those adjustments shall be managed in accordance with clause GC 3.10.01, Changes in the Work.

SECTION GC 5.0 - MATERIAL

GC 5.01 Supply of Material

.01 All Material necessary for the proper completion of the Work, except that listed as being supplied by the Owner, shall be supplied by the Contractor. The Contract price for the appropriate tender items shall be deemed to include full compensation for the supply and delivery of such Material.

GC 5.02 Quality of Material

.01 All Material supplied by the Contractor shall be new, unless otherwise specified in the Contract Documents.

.02 Material supplied by the Contractor shall conform to the requirements of the Contract.

.03 As specified in the Contract Documents or as requested by the Contract Administrator, the Contractor shall make available, for inspection or testing, a sample of any Material to be supplied by the Contractor.

.04 The Contractor shall obtain for the Contract Administrator the right to enter onto the premises of the Material manufacturer or supplier to carry out such inspection, sampling, and testing as specified in the Contract Documents or as requested by the Contract Administrator.

.05 The Contractor shall notify the Contract Administrator of the sources of supply sufficiently in advance of the Material shipping dates to enable the Contract Administrator to perform the required inspection, sampling, and testing.

.06 The Owner shall not be responsible for any delays to the Contractor's operations where the Contractor fails to give sufficient advance notice to the Contract Administrator to enable the Contract Administrator to carry out the required inspection, sampling, and testing before the scheduled shipping date.

.07 The Contractor shall not change the source of supply of any Material without the written authorization of the Contract Administrator.

.08 Material that is not specified shall be of a quality best suited to the purpose required, and the use of such Material shall be subject to the approval of the Contract Administrator.

.09 All Material inspection, sampling, and testing shall be carried out on random basis in accordance with the standard inspection or testing methods required for the Material. Any approval given by the Contract Administrator for the Materials to be used in the Work based upon the random method shall not relieve the Contractor from the responsibility of incorporating Material that conforms to the Contract Documents into the Work or properly performing the Contract and of any liability arising from the failure to properly perform as specified in the Contract Documents.

GC 5.03 Rejected Material

.01 Rejected Material shall be removed from the Working Area expeditiously after the notification to that effect from the Contract Administrator. Where the Contractor fails to comply with such notice, the Contract Administrator may cause the rejected Material to be removed from the Working Area and disposed of, in what the Contract Administrator considers to be the most appropriate manner, and the Contractor shall pay the costs of disposal and the appropriate overhead charges.

GC 5.04 Substitutions

.01 Where the Contract Documents require the Contractor to supply a Material designated by a trade or other name, the Tender shall be based only upon supply of the Material so designated, that shall be regarded as the standard of quality required by the Contract Documents. After the acceptance of the Tender, the Contractor may apply to the Contract Administrator to substitute another Material identified by a different trade or other name for the Material designated as aforesaid. The application shall be in writing and shall state the price for the proposed substitute Material designated as aforesaid, and such other information as the Contract Administrator may require.

.02 Rulings on a proposed substitution shall not be made prior to the acceptance of the Tender. Substitutions shall not be made without the prior approval of the Contract Administrator. The approval or rejection of a proposed substitution shall be at the discretion of the Contract Administrator.

.03 If the proposed substitution is approved by the Contract Administrator, the Contractor shall be entitled to the first $1,000 of the aggregate saving in cost by reason of such substitution and to 50% of any additional saving in cost in excess of such $1,000. Each such approval shall be conveyed to the Contractor in writing or by issuance of a Certificate of Equality on the Owner's standard form of "Certification of Equality" and, if any adjustment to the Contract price is made by reason of such substitution, a Change Order shall be issued as well.

GC 5.05 Owner Supplied Material

GC 5.05.01 Ordering of Excess Material

.01 Where Material is supplied by the Owner and where this Material is ordered by the Contractor in excess of the amount specified to complete the Work, such excess Material shall become the property of the Contractor on completion of the Work and shall be charged to the Contractor at cost plus applicable overheads.

GC 5.05.02 Care of Material

.01 The Contractor shall, in advance of receipt of shipments of Material supplied by the Owner, provide adequate and proper storage facilities acceptable to the Contract Administrator, and on the receipt of such Material shall promptly place it in storage, except where it is to be incorporated forthwith into the Work.

.02 The Contractor shall be responsible for acceptance of Material supplied by the Owner, at the specified delivery point and for its safe handling and storage. If such Material is damaged while under the control of the Contractor, it shall be replaced or repaired by the Contractor at no expense to the Owner, and to the satisfaction of the Contract Administrator. If such Material is rejected by the Contract Administrator for reasons that are not the fault of the Contractor, it shall remain in the care and at the risk of the Contractor until its disposition has been determined by the Contract Administrator.

.03 Where Material supplied by the Owner arrives at the delivery point in a damaged condition or where there are discrepancies between the quantities received and the quantities shown on the bills of lading, the Contractor shall immediately report such damage or discrepancies to the Contract Administrator who shall arrange for an immediate inspection of the shipment and provide the Contractor with a written release from responsibility for such damage or deficiencies. Where damage or deficiencies are not so reported, it shall be assumed that the shipment arrived in good condition and order, and any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Owner.

.04 The full amount of Material supplied by the Owner in each shipment shall be accounted for by the Contractor and such Material shall be at the risk of the Contractor after taking delivery. Such Material shall not, except with the written permission of the Contract Administrator, be used by the Contractor for purposes other than the performance of the Work under the Contract.

.05 Empty reels, crates, containers, and other type of packaging from Material supplied by the Owner shall become the property of the Contractor when they are no longer required for their original purpose and shall be disposed of by the Contractor at the Contractor's expense unless otherwise specified in the Contract Documents.

.06 Immediately upon receipt of each shipment, the Contractor shall provide the Contract Administrator copies of bills of lading, or such other documentation the Contract Administrator may require to substantiate and reconcile the quantities of Material received.

.07 Where Material supplied by the Owner is ordered and stockpiled prior to the award of the Contract, the Contractor shall, at no extra cost to the Owner, immediately upon commencement of operations, check the Material, report any damage or deficiencies to the Contract Administrator and take charge of the Material at the stockpile site. Where damage or deficiencies are not so recorded by the Contractor, it shall be assumed that the stockpile was in good condition and order when the Contractor took charge of it, and any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Owner.

SECTION GC 6.0 - INSURANCE, PROTECTION AND DAMAGE

GC 6.01 Protection of Work, Persons and Property

.01 The Contractor, the Contractor's agents, and all workers employed by or under the control of the Contractor, including Subcontractors, shall protect the Work, persons, and property from damage or injury. The Contractor shall be responsible for all losses and damage that may arise as the result of the Contractor's operations under the Contract, unless indicated to the contrary below.

.02 The Contractor is responsible for the full cost of any necessary temporary protective Work and the restoration of all damage where the Contractor damages the Work or property in the performance of the Contract. If the Contractor is not responsible for the damage that occurs to the Work or property, the Contractor shall restore such damage, and such Work and payment shall be administered according to these General Conditions.

.03 The Contractor shall immediately inform the Contract Administrator of all damage and injuries that occur during the term of the Contract. The Contractor shall then investigate and report back to the Contract Administrator within 15 Days of occurrence of incident, or as soon as possible. The Contract Administrator may conduct its own investigation and the Contractor shall provide all assistance to the Contract Administrator as may be necessary for that purpose.

.04 The Contractor shall not be responsible for loss and damage that occurs as a result of,

a) war;

b) blockades and civil commotions;

c) errors in the Contract Documents; or

d) acts or omissions of the Owner, the Contract Administrator, their agents and employees, or others not under the control of the Contractor, but within the Working Area with the Owner's permission.

.05 The Contractor and the Contractor’s Surety shall not be released from any term or provision of any responsibility, obligation, or liability under the Contract or waive or impair any of the rights of the Owner, except by a release duly executed by the Owner.

GC 6.02 Indemnification

.01 The Contractor shall indemnify and hold harmless the Owner and the Contract Administrator, their elected officials, agents, officers, and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits, or proceedings by third parties, hereinafter called "claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work, provided such claims are,

a) attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property;

b) caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable; and

c) made in writing within a period of 6 years from the date of Substantial Performance of the Work as set out in the Certificate of Substantial Performance of the Work or, where so specified in the Contract Documents, from the date of certification of Final Acceptance.

.02 The Contractor shall indemnify and hold harmless the Owner from all and every claim for damages, royalties or fees for the infringement of any patented invention or copyright occasioned by the Contractor in connection with the Work performed or Material furnished by the Contractor under the Contract.

.03 The Owner expressly waives the right to indemnity for claims other than those stated in clauses GC 6.02.01 and GC 6.02.02.

.04 The Owner shall indemnify and hold harmless the Contractor, their elected officials, agents, officers, and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract that are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Working Area.

.05 The Contractor expressly waives the right to indemnity for claims other than those stated in clause GC 6.02.04.

GC 6.03 Contractor's Insurance

GC 6.03.01 General

.01 Without restricting the generality of subsection GC 6.02, Indemnification, the Contractor shall provide, maintain, and pay for the insurance coverages listed under clauses GC 6.03.02 and GC 6.03.03. Insurance coverage in clauses GC 6.03.04, GC 6.03.05, and GC 6.03.06 shall only apply when so specified in the Contract Documents.

.02 The Contractor shall provide the Contract Administrator with an original Certificate of Insurance for each type of insurance coverage that is required by the Contract Documents. The Contractor shall ensure that the Contract Administrator is, at all times in receipt of a valid Certificate of Insurance for each type of insurance coverage, in such amounts as specified in the Contract Documents. The Contractor will not be permitted to commence Work until the Contract Administrator is in receipt of such proof of insurance. The Contract Administrator may withhold payments of monies due to the Contractor until the Contractor has provided the Contract Administrator with original valid Certificates of Insurance as required by the provisions of the Contract Documents.

GC 6.03.02 Commercial General Liability Insurance

.01 Commercial General Liability Insurance shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, with limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. The insurance shall be provided in a form acceptable to the Owner.

.02 Approval of this insurance shall be conditional upon the Contractor obtaining the services of an insurer licensed to underwrite insurance in the Province of Ontario and obtaining the insurer's certificate of equivalency to the required insurance.

.03 The Contractor shall submit annually to the Owner, proof of continuation of the completed operations coverage and, if the Contractor fails to do so, the limitation period for claiming indemnity described in clause GC 6.02.01 c), shall not be binding on the Owner.

.04 Should the Contractor decide not to employ Subcontractors for operations requiring the use of explosives for blasting, pile driving or caisson work, removal or weakening of support of property building or land, the Commercial General Liability Insurance shall include the appropriate endorsements.

.05 The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, termination, or material change.

.06 "Claims Made" insurance policies shall not be permitted.

GC 6.03.03 Automobile Liability Insurance

.01 Automobile liability insurance in respect of licensed vehicles shall have limits of not less than five million dollars inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the Owner with not less than 30 Days written notice in advance of any cancellation, termination, or material change.

a) standard non-owned automobile policy including standard contractual liability endorsement, and

b) standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Contractor.

GC 6.03.04 Aircraft and Watercraft Liability Insurance

GC 6.03.04.01 Aircraft Liability Insurance

.01 Aircraft liability insurance with respect to owned or non-owned aircraft used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, and limits of not less than five million dollars for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change, or amendment restricting coverage.

GC 6.03.04.02 Watercraft Liability Insurance

.01 Watercraft liability insurance with respect to owned or non-owned watercraft used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change, or amendment restricting coverage.

GC 6.03.05 Property and Boiler Insurance

GC 6.03.05.01 Property Insurance

.01 All risks property insurance shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, insuring not less than the sum of the amount of the Contract price and the full value, as may be stated in the Contract Documents, of Material that is specified to be provided by the Owner for incorporation into the Work.

GC 6.03.05.02 Boiler Insurance

.01 Boiler insurance insuring the interests of the Contractor, the Owner and the Contract Administrator for not less than the replacement value of boilers and pressure vessels forming part of the Work, shall be in a form acceptable to the Owner.

GC 6.03.05.03 Use and Occupancy of the Work Prior to Completion

.01 Should the Owner wish to use or occupy part or all of the Work prior to Substantial Performance, the Owner shall give 30 Days written notice to the Contractor of the intended purpose and extent of such use or occupancy. Prior to such use or occupancy, the Contractor shall notify the Owner in writing of

the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the Owner's expense. If because of such use or occupancy the Contractor is unable to provide coverage, the Owner upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain, and pay for property and boiler insurance insuring the full value of the Work, including coverage for such use or occupancy, and shall provide the Contractor with proof of such insurance. The Contractor shall refund to the Owner the unearned premiums applicable to the Contractor's policies upon termination of coverage.

.02 The policies shall provide that in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of both the Owner and the Contractor 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 Contract Administrator may decide in consultation with the Contractor.

GC 6.03.05.04 Payment for Loss or Damage

.01 The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at 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, and in accordance with the requirements of section GC 8.0, Measurement and Payment. In addition, the Contractor shall be entitled to receive from the payments made by the insurers the amount of the Contractor's interest in the restoration of the Work.

.02 The Contractor shall be responsible for deductible amounts under the policies, except where such amounts may be excluded from the Contractor's responsibility by the terms of this Contract.

.03 In the event of a loss or damage to the Work arising from the action or omission of the Owner or others, the Owner shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of section GC 8.0, Measurement and Payment.

GC 6.03.06 Contractor's Equipment Insurance

.01 All risks Contractor's Equipment insurance covering construction equipment used by the Contractor for the performance of the Work, including boiler insurance on temporary boilers and pressure vessels, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change, or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of the Contractor's Equipment, the Owner agrees to waive the equipment insurance requirement, and for the purpose of this Contract, the Contractor shall be deemed to be insured. This policy shall be amended to provide permission for the Contractor to grant prior releases with respect to damage to the Contractor's Equipment.

GC 6.03.07 Insurance Requirements and Duration

.01 Each insurance policy as noted in the Contract Documents shall be in effect from the date of commencement of the Work until 10 Days after the date of Final Acceptance of the Work, as set out in the Final Acceptance Certificate.

.02 The Contractor shall provide the Owner, on a form acceptable to the Owner, proof of insurance prior to commencement of the Work and signed by the underwriter or the broker.

.03 The Contractor shall, on request, promptly provide the Owner with a certified true copy of each insurance policy exclusive of information pertaining to premium or premium bases used by the insurer to determine the cost of the insurance. The certified true copy shall include the signature of an officer of the insurer.

.04 Where a policy is renewed, the Contractor shall provide the Owner, on a form acceptable to the Owner, renewed proof of insurance immediately following completion of renewal.

.05 Unless specified otherwise, the Contractor shall be responsible for the payment of deductible amounts under the policies.

.06 If the Contractor fails to provide or maintain insurance as required in subsection GC 6.03, Contractor's Insurance, or elsewhere in the Contract Documents, then the Owner shall have the right to provide and maintain such insurance and give evidence thereof to the Contractor. The Owner's cost thereof shall be payable by the Contractor to the Owner on demand.

.07 If the Contractor fails to pay the cost of the insurance placed by the Owner within 28 Days of the date on which the Owner made a formal demand for reimbursement of such costs, the Owner may deduct the costs thereof from monies which are due or may become due to the Contractor.

GC 6.04 Bonding

.01 The Contractor shall provide the Owner with the surety bonds in the amount required by the Contract Documents.

.02 Such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the Province of Ontario and shall be to the satisfaction of the Owner. The bonds shall be maintained in good standing until the Final Acceptance.

GC 6.05 Workplace Safety and Insurance Board

.01 The Contractor shall provide the Contract Administrator with a copy of a Certificate of Clearance indicating the Contractor’s good standing with the Workplace Safety and Insurance Board, as follows:

a) Immediately prior to the Contract Administrator authorizing the Contractor to commence Work.

b) Prior to issue of the Certificate of Substantial Performance.

c) Prior to expiration of the Warranty Period.

d) At any other time when requested by the Contract Administrator.

SECTION GC 7.0 - CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

GC 7.01 General

GC 7.01.01 Site Visit

.01 The Contractor warrants that the site of the Work has been visited during the preparation of the Tender and the character of the Work and all local conditions that may affect the performance of the Work are known.

GC 7.01.02 Commencement of Work

.01 The Contractor shall not commence the Work nor deliver anything to the Working Area until the Contractor has received a written order to commence the work from the Contract Administrator.

GC 7.01.03 Control and Responsibility

.01 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformity with the Contract Documents. The Contractor shall be responsible for construction means, methods, techniques, sequences, and procedures and for coordinating the various parts of the Work.

.02 The Contractor shall provide adequate labour, Equipment, and Material to ensure the completion of the Contract in accordance with the Contract Documents. The Work shall be performed as vigorously and as continuously as weather conditions or other interferences may permit.

.03 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance, and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use.

.04 Notwithstanding clause GC 7.01.03, where the Contract Documents include designs for temporary structures and other temporary facilities or specify a method of construction in whole or part, such facilities and methods 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 that the Contractor is responsible for the execution of the Work.

.05 The Contractor shall comply with and conform to all statutes, laws, by-laws, regulations, requirements, ordinances, notices, rulings, orders, directives and policies of the municipal, provincial and federal governments and any other lawful authority and all court orders, judgments and declarations of a court of competent jurisdiction (collectively referred to as the “Laws”), applicable to the Work to be provided by, and the undertakings and obligations of, the Contractor under this Contract.

GC 7.01.04 Compliance with the Occupational Health and Safety Act

.01 The Contractor shall execute the terms of the Contract in strict compliance with the requirements of the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, (the "Act") and Ontario Regulation 213/91, as amended, (that regulates Construction Projects) and any other regulations as amended under the Act (the "Regulations") that may affect the performance of the Work, as the "Constructor" or "employer," as defined by the Act, as the case may be. The Contractor shall ensure that:

a) worker safety is given priority in planning, pricing, and performing the Work;

b) its officers and supervisory employees have a working knowledge of the duties of a "Constructor" and "employer" as defined by the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;

c) a copy of the most current version of the Act and the Regulations are available at the Contractor's office within the Working Area, or, in the absence of an office, in the possession of the supervisor responsible for the performance of the Work;

d) workers employed to carry out the Work possess the knowledge, skills, and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;

e) its supervisory employees are “Competent Persons” as defined in the OHSA, and carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers;

f) all Subcontractors and their workers are properly protected from injury while they are at the Working Area; and

g) following execution of the Contract and prior to the issuance of the order to commence by the Owner, upon request the Contractor submits to the Contract Administrator a copy of the Notice of Project issued to the Ministry of Labour.

.02 The Contractor, when requested, shall provide the Owner with a copy of its health and safety policy and program at the pre-start meeting and shall respond promptly to requests from the Owner for confirmation that its methods and procedures for carrying out the Work comply with the Act and Regulations. The Contractor shall cooperate with representatives of the Owner and the inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the Work. The Contractor shall indemnify and save the Owner harmless from any additional expense that the Owner may incur to have the Work performed as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.

.03 Prior to commencement of the Work, the Contractor shall provide to the Contract Administrator a list of those products controlled under the Workplace Hazardous Materials Information System ~~or~~ “WHMIS”, which the Contractor expects to use on the Contract. Related Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under “WHMIS” shall be labelled. The Contractor shall notify the Contractor Administrator in writing of changes in the products to be used and provide relevant Safety Data Sheets.

.04 During the course of the Work, the Contractor shall furnish forthwith to the Contract Administrator a copy of all correspondence, reports, orders or charges respecting occupational health and safety, including under the Act, Technical Standards and Safety Act, 2000, S.O. 2000, c.16 as amended, and the Criminal Code, R.S.C., 1985, c. C-46 as amended, which are received by, or which come to the notice of, the Contractor that apply or are relevant to any of the Work or activities conducted under the terms of the Contract.

.05 Nothing in this Contract shall be construed as requiring the Owner to monitor or approve the workplace health and safety practices of the Contractor.

GC 7.01.05 Contractor’s Representatives

.01 The Contractor shall have an authorized representative on the site while any Work is being performed, to supervise the Work and act for or on the Contractor's behalf. Prior to commencement of construction, the Contractor shall notify the Contract Administrator of the names, addresses, positions, and cell phone, and telephone numbers of the Contractor's representatives who can be contacted at any time to deal with matters relating to the Contract, and update as necessary.

.02 The Contractor shall designate a person to be responsible for traffic control and work zone safety. The designated person shall be a competent worker who is qualified because of knowledge, training, and experience to perform the duties; is familiar with Book 7 of the Ontario Traffic Manual; and has knowledge of all potential or actual danger to workers and motorists. Prior to the commencement of construction, the Contractor shall notify the Contract Administrator of the name; address; position; cell phone, and telephone numbers of the designated person, and update as necessary. The designated person may have other responsibilities, including other construction sites, and need not be present in the Working Area at all times.

GC 7.01.06 Assistance to the Contract Administrator

.01 The Contractor shall, at no additional cost to the Owner, furnish all reasonable aid, facilities, and assistance required by the Contract Administrator for the proper inspection and examination of the Work or the taking of measurements for the purpose of payment.

GC 7.01.07 Schedule

.01 The Contractor shall prepare and update, as required, a construction schedule of operations, indicating the proposed methods of construction and sequence of Work and the time the Contractor proposes to complete the various items of Work within the time specified in the Contract Documents. The schedule shall be submitted to the Contract Administrator within 14 Days from the Contract award. If the Contractor's schedule is materially affected by changes in the work, the Contractor shall submit an updated construction schedule, if requested by the Contract Administrator, within 7 Days of the request. This updated schedule shall show how the Contractor proposes to perform the balance of the Work, to complete the Work within the time specified in the Contract Documents.

.02 For Contracts with a specified number of Working Days, the construction time shown on the initial schedule shall not exceed the specified number of Working Days. The activities on the critical path shall assist the Contract Administrator in determining the Controlling Operation for the purpose of the charging of Working Days. The construction schedule shall include all non-working periods and appropriate allowances for Inclement Weather.

.03 For Contracts which specify a Contract Time, the construction time shown on the initial construction schedule shall not extend beyond the specified Contract Time. The construction schedule shall include all non-working periods and appropriate allowances for Inclement Weather.

GC 7.01.08 Errors and Inconsistencies Relating to the Contract

.01 Where the Contractor finds any error, inconsistency, or omission relating to the Contract, the Contractor shall promptly report it to the Contract Administrator and shall not proceed with the activity affected until receiving direction from the Contract Administrator.

.02 The Contractor shall promptly notify the Contract Administrator in writing if the subsurface conditions observed in the Working Area differ materially from those indicated in the Contract Documents.

GC 7.01.09 Utilities

.01 The Contractor shall arrange with the appropriate Utility authorities for the stake out of all underground Utilities and service connections that may be affected by the Work. The Contractor shall observe the location of the stake outs prior to commencing the Work and if there is a discrepancy between the location of the stake outs and the locations shown on the Contract Documents, that may affect the Work, the Contractor shall immediately notify the Contract Administrator and the affected Utility companies, in order to resolve the discrepancy. The Contractor shall be responsible for any damage done to the underground Utilities and service connections by

the Contractor's forces during construction if the stake out locations are within the tolerances given in clause GC 2.01.01 a).

.02 In the case of damage to or interference with any Utilities, pole lines, pipe lines, conduits, farm tiles, or other public or privately-owned works or property, the Contractor shall immediately notify the Owner, Contract Administrator, and the owner of the works of the location and details of such damage or interference.

GC 7.02 Monuments and Layout

.01 Prior to commencement of construction, the Contract Administrator and the Contractor shall locate on site those Monuments that delineate the Working Area and may be used to lay out the Work, all as shown on the Contract Drawings. Property Monuments shall be inventoried in the report format required by the Owner.

.02 These Monuments shall be protected by highly visible T-bars or 1.0 metre tall stakes with survey ribbon set within 0.3 metres of the Monument.

.03 The Contractor shall be responsible for the preservation of all Property Monuments while the Work is in progress, except those Property Monuments that must be removed to facilitate the Work as identified and agreed by the Contractor and Contract Administrator. Monuments removed to facilitate the Work shall be replaced at the Owner's expense, and all others shall be replaced at the Contractor's expense.

.04 All Monuments disturbed, damaged, or removed by the Contractor's operations shall be documented in the inventory report and replaced under the supervision of an Ontario Land Surveyor.

.05 The Monument inventory report referred to in clauses GC 7.02.01 and GC 7.02.04 shall include as a minimum:

a) Contract number, Contract name, Contract Administrator's name;
b) Project/site construction limits;
c) Rough location, type, identification number, and condition of each Monument before and after construction;
d) The solutions for protection of the Monuments that may be impacted by construction;
e) Reference ties;
f) A summary of those Monuments affected by the Work and how they were reset or replaced, and by what type of Monument.

.06 At no extra cost to the Owner, the Contractor shall provide the Contract Administrator with such materials and devices as may be necessary to lay out the baseline and benchmarks, and as may be necessary for the inspection of the Work.

.07 The Contractor shall provide qualified personnel to lay out and establish all lines and grades necessary for construction. The Contractor shall notify the Contract Administrator of any layout work carried out, so that the same may be checked by the Contract Administrator.

.08 The Contractor shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution of the Work. The Contractor shall supply one copy of all alignment and grade sheets to the Contract Administrator.

.09 The Contractor shall assume full responsibility for alignment, elevations, and dimensions of each and all parts of the Work, regardless of whether the Contractor's layout work has been checked by the Contract Administrator.

.10 All stakes, marks, and reference points shall be carefully preserved by the Contractor. In the case of their destruction or removal, for any reason, before the end of the Contract Time such stakes, marks, and reference points shall be replaced, unless otherwise mutually agreed between the Contractor and the Contract Administrator, at the Contractor's expense.

.11 Benchmarks and survey monuments identified in the Contract Documents shall be protected by the Contractor. In the case of their destruction or removal, such benchmarks and survey monuments shall be replaced by the Owner at the Contractor's expense.

GC 7.03 Working Area

.01 The Contractor shall maintain the Working Area in a tidy condition and free from the accumulation of debris and prevent dust nuisance, mud, and ponding water, other than that caused by the Owner or others.

.02 The Contractor's sheds, site offices, toilets, other temporary structures, and storage areas for Material and Equipment shall be grouped in a compact manner, maintained in a neat and orderly condition at all times and removed upon completion of the Work.

.03 The Contractor shall confine the construction operations to the Working Area. Should the Contractor require additional space, the Contractor shall obtain such space at no additional cost to the Owner.

.04 The Contractor shall not enter upon or occupy any private property for any purpose, unless the Contractor has received prior written permission from the property owner.

.05 Upon completion of the Contract, the Working Area used by the Contractor shall be restored to its original condition or better unless otherwise specified in the Contract Documents including the removal of all excavated and stockpiled materials at the Contractor's expense.

GC 7.04 Damage by Vehicles or Other Equipment

.01 If at any time, in the opinion of the Contract Administrator, damage is being done or is likely to be done to any Roadway or any improvement thereon, outside the Working Area, by the Contractor's vehicles or other Equipment, whether licensed or unlicensed Equipment, the Contractor shall, on the direction of the Contract Administrator, and at no extra cost to the Owner, make changes or substitutions for such vehicles or Equipment, and shall alter loadings, or in some other manner, remove the cause of such damage to the satisfaction of the Contract Administrator.

GC 7.05 Excess Loading of Motor Vehicles

.01 Where a vehicle is hauling Material for use on the Work, in whole or in part; upon a Highway; and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit specified in the Highway Traffic Act, R.S.O. 1990, c.H.8, as amended, whether such vehicle is registered in the name of the Contractor or otherwise, except where there are designated areas within the Working Area where overloading is permitted. The Contractor shall bear the onus of weighing disputed loads.

GC 7.06 Maintaining Roads and Detours

.01 Unless otherwise specified in the Contract Documents, if an existing Roadway is affected by construction, it shall be kept open to both vehicular and pedestrian traffic.

.02 Subject to the approval of the Contract Administrator, the Contractor shall, at no additional cost to the Owner, be responsible for providing and maintaining for the duration of the Work an alternative route for both pedestrian and vehicular traffic through the Working Area in accordance with the OTM,

whether along the existing Highway under construction or on a detour road beside or adjacent to the Highway under construction.

.03 Subject to the approval of the Contract Administrator, the Contractor may block traffic for short periods of time to facilitate construction of the Work in accordance with the OTM. Any temporary lane closures shall be kept to a minimum.

.04 The Contractor shall not be required to maintain a road through the Working Area until such time as the Contractor has commenced operations or during seasonal shut down or on any part of the Contract that has been accepted in accordance with these General Conditions. The Contractor shall not be required to apply de-icing chemicals or abrasives or carry out snowplowing.

.05 Where only localized and separated sections of the Highway are affected by the Contractor's operations, the Contractor shall not be required to maintain intervening sections of the Highway until such times as these sections are located within the limits of the Highway affected by the Contractor's general operations under the Contract.

.06 Where the Contract Documents provide for or the Contract Administrator requires detours at specific locations, payment for the construction of the detours and, if required, for the subsequent removal of the detours, shall be made at the Contract prices appropriate to such Work.

.07 Compensation for all labour, Equipment, and Materials to do this Work shall be at the Contract prices appropriate to the Work and, where there are no such prices, at negotiated prices. Notwithstanding the foregoing, the cost of blading required to maintain the surface of such roads and detours shall be deemed to be included in the prices bid for the various tender items and no additional payment shall be made.

.08 Where Work under the Contract is discontinued for any extended period, including seasonal shutdown, the Contractor shall, when directed by the Contract Administrator, open and place the Roadway and detours in a passable, safe, and satisfactory condition for public travel.

.09 Where the Contractor constructs a detour that is not specifically provided for in the Contract Documents or required by the Contract Administrator, the construction of the detour and, if required, the subsequent removal shall be performed at the Contractor's expense. The detour shall be constructed and maintained to structural and geometric standards approved by the Contract Administrator. Removal and site restoration shall be performed as directed by the Contract Administrator.

.10 Where, with the prior written approval of the Contract Administrator, the Highway is closed and the traffic diverted entirely off the Highway to any other Highway, the Contractor shall, at no extra cost to the Owner, supply, erect, and maintain traffic control devices in accordance with the OTM.

.11 Compliance with the foregoing provisions shall in no way relieve the Contractor of its obligations under subsection GC 6.01, Protection of Work, Persons, and Property, dealing with the Contractor's responsibility for damage claims, except for claims arising on sections of Highway within the Working Area that are being maintained by others.

GC 7.07 Access to Properties Adjoining the Work and Interruption of Utility Services

.01 The Contractor shall provide at all times and at no extra cost to the Owner,

a) safe and adequate pedestrian and vehicular access;

b) continuity of Utility services; and

c) access for emergency response services;

to properties adjoining the Working Area.

.02 The Contractor shall provide at all times and at no extra cost to the Owner access to fire hydrants, water and gas valves, and all other Utilities located in the Working Area.

.03 Where any interruptions in the supply of Utility services are required and are authorized by the Contract Administrator, the Contractor shall give the affected property owners notice in accordance with subsection GC 7.11, Notices by the Contractor, and shall arrange such interruptions so as to create a minimum of interference to those affected.

GC 7.08 Approvals and Permits

.01 Except as specified in subsection GC 4.02, Approval and Permits, the Contractor shall obtain and pay for any permits, licences, and certificates, which at the date of tender closing, are required for the performance of the Work.

.02 The Contractor shall arrange for all necessary inspections required by the approvals and permits specified in clause GC 7.08.01, Approvals and Permit.

GC 7.09 Suspension of Work

.01 The Contractor shall, upon written notice from the Contract Administrator, discontinue or delay any or all of the Work and Work shall not be resumed until the Contract Administrator so directs in writing. Delays, in these circumstances, shall be administered according to subsection GC 3.07, Delays.

GC 7.10 Contractor's Right to Stop the Work or Terminate the Contract

.01 If the Owner is adjudged bankrupt or makes a general assignment for the benefit of creditors because of insolvency or if a receiver is appointed because of insolvency, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner or receiver or trustee in bankruptcy written notice, terminate the Contract.

.02 If the Work is stopped or otherwise delayed for a period of 30 Days or more under an order of a court or other public authority and provided that such order was not issued as the result of an act or fault of the Contractor or of anyone directly employed or engaged by the Contractor, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner written notice, terminate the Contract.

.03 The Contractor may notify the Owner in writing, with a copy to the Contract Administrator, that the Owner is in default of contractual obligations if,

a) the Contract Administrator fails to issue certificates in accordance with the provisions of section GC 8.0, Measurement and Payment;

b) the Owner fails to pay the Contractor, within 28 Days of the due dates identified in clause GC 8.02.04, Certification and Payment, the amounts certified by the Contract Administrator or within 28 Days of an award by an arbitrator or court; or

c) the Owner fails to comply with the requirements of the Contract.

.04 The Contractor's written notice to the Owner shall advise that if the default is not corrected in the 7 Days immediately following receipt of the written notice, the Contractor may, without prejudice to any other right or remedy the Contractor may have, stop the Work or terminate the Contract.

.05 If the Contractor terminates the Contract under the conditions set out in subsection GC 7.10, Contractor's Right to Stop the Work or Terminate the Contract, the Contractor shall be entitled to be paid for all Work performed according to the Contract Documents and for any losses or damage as the Contractor may sustain as a result of the termination of the Contract.

GC 7.11 Notices by the Contractor

.01 Before any Work is carried out that may affect the property or operations of any Ministry or agency of government or any person; company; partnership; or corporation, including a municipal corporation or any board or commission thereof, and in addition to such notices of the commencement of specified operations as are prescribed elsewhere in the Contract Documents, the Contractor shall give at least 48 hours advance written notice of the date of commencement of such Work to the person, company, partnership, corporation, board, or commission so affected.

GC 7.12 Environmental Incident Management under Legislation Protecting the Environment and Natural Resources

.01 The Contractor shall be in strict compliance with the requirements of the following legislation, as amended, regarding environmental incidents under the control of the Contractor or that are a result of the Contractor's operations:

a) Environmental Protection Act, R.S.O. 1990, c. E.19

b) Fisheries Act, R.S.C. 1985, c. F-14

c) Technical Standards and Safety Act, 2000, S.O. 2000, c. 16

d) Pesticides Act, R.S.O. 1990, c. P.11

e) Ontario Water Resources Act, R.S.O. 1990, c. O.40

f) Transportation of Dangerous Goods Act, 1992, S.C.1992, c. 34

.02 The requirements of the legislation listed in clause GC 7.12.01 include but are not restricted to:

a) Immediate containment of the material, pollutant, contaminant, deleterious substance, or dangerous good;

b) Immediate notification of the environmental incident to the proper authority; and

c) Clean up and restoration of the environment to preconditions.

.03 The Contractor shall possess a plan demonstrating that environmental incidents shall be managed to satisfy the requirements of clauses GC 7.12.01 and GC 7.12.02.

.04 The Contractor shall provide a copy of the environmental incident plan to the Contract Administrator when required and shall inform the Contract Administrator immediately of:

a) An environmental incident when it occurs; and

b) Any actions taken or intended to be taken by the Contractor regarding the environmental incident.

.05 The Contractor shall indemnify and save the Owner harmless from any additional expense that the Owner may incur to have the Work performed as a result of the Contractor's failure to comply with the requirements of the legislation listed in clause GC 7.12.01.

GC 7.13 Obstructions

.01 Except as otherwise noted in these General Conditions, the Contractor assumes all the risks and responsibilities arising out of any obstruction encountered in the performance of the Work and any traffic conditions, including traffic conditions on any Highway or road giving access to the Working Area caused by such obstructions, and the Contractor shall not make any claim against the Owner for any loss, damage, or expense occasioned thereby.

.02 Where the obstruction is an underground Utility or other man-made object, the Contractor shall not be required to assume the risks and responsibilities arising out of such obstruction, unless the location of the obstruction is shown on the Plans or described in the Contract Documents and the location so shown is within the tolerance specified in clause GC 2.01.01 a), or unless the presence and location of the obstruction has otherwise been made known to the Contractor or could have been determined by the visual site investigation made by the Contractor in accordance with these General Conditions.

.03 During the course of the Contract, it is the Contractor's responsibility to consult with Utility companies or other appropriate authorities for further information in regard to the exact location of these Utilities, to exercise the necessary care in construction operations, and to take such other precautions as are necessary to safeguard the Utilities from damage.

GC 7.14 Limitations of Operations

.01 Except for such Work as may be required by the Contract Administrator to maintain the Work in a safe and satisfactory condition, the Contractor shall not carry out operations under the Contract on Saturdays, Sundays, and any holidays recognized by the Owner without permission in writing from the Contract Administrator.

.02 The Contractor shall cooperate and coordinate the Work with other Contractors, Utility companies, and the Owner and they shall be allowed access to their Work or plant at all reasonable times.

GC 7.15 Cleaning Up Before Acceptance

.01 Upon attaining Substantial Performance of the Work, the Contractor shall remove surplus materials, tools, and Equipment not required for the performance of the remaining Work. The Contractor shall also remove all temporary works and debris other than that caused by the Owner or others and leave the Work and Working Area clean and suitable for occupancy by the Owner, unless otherwise specified.

.02 The Work shall not be deemed to have reached Completion until the Contractor has removed surplus materials, tools, and Equipment. The Contractor shall also have removed debris, other than that caused by the Owner, or others.

GC 7.16 Warranty

.01 Unless otherwise specified in the Contract Documents for certain Materials or components of the Work, the Contractor shall be responsible for the proper performance of the Work only to the extent that the design and standards permit such performance.

.02 Subject to the previous paragraph the Contractor shall correct promptly, at no additional cost to the Owner, defects or deficiencies in the Work that appear,

a) prior to and during the period of 12 months from the date of Substantial Performance of the Work, as set out in the Certificate of Substantial Performance of the Work,

b) where there is no Certificate of Substantial Performance, 12 months from the date of Completion of the Work as set out in the Completion Certificate, or

c) such longer periods as may be specified in the Contract Documents for certain Materials or some of the Work.

The Contract Administrator shall promptly give the Contractor written notice of observed defects or deficiencies.

.03 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of clause GC 7.16.02.

GC 7.17 Contractor's Workers

.01 The Contractor shall only employ orderly, competent, and skillful workers to do the Work and whenever the Contract Administrator shall inform the Contractor in writing that any worker or workers involved in the Work are, in the opinion of the Contract Administrator, incompetent, or disorderly such worker or workers shall be removed from the Work and shall not be employed on the Work again without the consent in writing of the Contract Administrator.

GC 7.18 Drainage

.01 During construction and until the Work is completed, the Contractor shall make all reasonable efforts to keep all portions of the Work properly and efficiently drained, to at least the same degree as that of the existing drainage conditions.

SECTION GC 8.0 - MEASUREMENT AND PAYMENT

GC 8.01 Measurement

GC 8.01.01 Quantities

.01 The Contract Administrator shall make an Estimate in writing once a month, unless otherwise specified in the Contract Documents, of the quantity of Work performed and provide such Estimate to the Contractor within 10 Days of the Cut-Off Date.

.02 Quantities for progress payments shall be construed and held to approximate. The final quantities for the issuance of the Completion Payment shall be based on the measurement of Work completed.

.03 Measurement of the quantities of the Work performed may be either by Actual Measurement or by Plan Quantity principles as indicated in the Contract. Adjustments to Plan Quantity measurements shall normally be made using Plan Quantity principles but may, where appropriate, be made using Actual Measurements. Those items identified on the Tender by the notation (P) in the unit column shall be paid according to the Plan Quantity. Items where the notation (P) does not occur shall be paid according to Actual Measurement or lump sum.

GC 8.01.02 Variations in Tender Quantities

.01 Where it appears that the quantity of Work to be done or Material to be supplied or both by the Contractor under a unit price tender item may exceed or be less than the tender quantity, the Contractor shall proceed to do the Work or supply the Material or both required to complete the tender item and payment shall be made for the actual amount of Work done or Material supplied or both at the unit prices stated in the Tender except as provided below:

a) In the case of a Major Item where the quantity of Work performed or Material supplied or both by the Contractor exceeds the tender quantity by more than 15%, either party to the Contract may make a written request to the other party to negotiate a revised unit price for that portion of the Work performed or Material supplied or both which exceeds 115% of the tender quantity. The negotiation shall be carried out as soon as reasonably possible. Any revision of the unit price shall be based on the actual cost of doing the Work or supplying the Material or both under the tender item plus a reasonable allowance for profit and applicable overhead. Alternatively, where both parties agree, an allowance equal to 10% of the unit price on the amount of the underrun in excess of 15% of the tender quantity shall be paid.

b) In the case of a Major Item where the quantity of Work performed or Material supplied or both by the Contractor is less than 85% of the tender quantity, the Contractor may make a written request to negotiate for the portion of the actual overheads and fixed costs applicable to the amount of the underrun in excess of 15% of the tender quantity. For purposes of the negotiation, the overheads and fixed costs applicable to the item are deemed to have been prorated uniformly over 100% of the tender quantity for the item. Overhead costs shall be confirmed by a statement certified by the Contractor's senior financial officer or auditor and may be audited by the Owner. Alternatively, where both parties agree, an allowance equal to 10% of the unit price on the amount of the underrun in excess of 15% of the tender quantity shall be paid.

Written requests for compensation must be received no later than 60 Days after the issuance of the Completion Payment.

GC 8.02 Payment

GC 8.02.01 Non-Resident Contractor

.01 If the Contractor is not a registered entity in Ontario, the Contractor shall obtain all necessary approvals, consents, permits, licences, certificates, registrations, and other authorizations prior to execution of the Contract.

.02 The Contractor shall ensure that all Subcontractors the Contractor proposes to use for carrying out any of the Work required by the Contract and who are not a registered entity in Ontario have obtained all necessary approvals, consents, permits, certificates, registrations, and other authorizations prior to execution of the subcontract.

GC 8.02.02 Price for Work

.01 Prices for the Work shall be full compensation for all labour, Equipment and Material required in its performance. The term "all labour, Equipment, and Material" shall include Hand Tools, supplies, and other incidentals.

.02 Payment, for Work which is identified in the Contract Documents but not specifically detailed as part of any one item shall be deemed to be included in the items with which it is associated.

GC 8.02.03 Advance Payments for Material

.01 The Owner shall make advance payments for Material intended for incorporation in the Work upon the written request of the Contractor and according to the following terms and conditions:

a) The Contractor shall deliver the Material to a site approved by the Contract Administrator and the Contractor shall, in advance of receipt of the shipment of the Material, arrange for adequate and proper storage facilities.

b) The value of aggregates, processed and stockpiled, shall be assessed by the following procedure:

i. Sources Other Than Commercial

(A) Granular A, B, BI, BII, BIII, M, and O shall be assessed at the rate of 60% of the Contract price.

(B) Coarse and fine aggregates for hot mix asphaltic concrete, surface treatment and Portland cement concrete shall be assessed at the rate of 25% of the Contract price for each aggregate stockpiled.

ii. Commercial Sources
Payment for separated coarse and fine aggregates shall be considered at the above rate when such Materials are stockpiled at a commercial source where further processing is to be carried out before incorporating such Materials into a final product. Advance payments for other Materials located at a commercial source shall not be made.

c) Payment for all other Materials, unless otherwise specified elsewhere in the Contract Documents, shall be based on the invoice price, and the Contractor shall submit proof of cost to the Contract Administrator before payment can be made by the Owner.

d) The payment for all Materials shall be prorated against the appropriate tender item by paying for sufficient units of the item to cover the value of the Material. Such payment shall not exceed 80% of the Contract price for the item.

e) All Materials for which the Contractor wishes to receive advance payment shall be placed in the designated storage location immediately upon receipt of the Material and shall thenceforth be held by the Contractor in trust for the Owner as collateral security for any monies advanced by the Owner and for the due completion of the Work. The Contractor shall not exercise any act of ownership inconsistent with such security, or remove any Material from the storage locations, except for inclusion in the Work, without the consent, in writing, of the Contract Administrator.

f) Such materials shall remain at the risk of the Contractor who shall be responsible for any loss, damage, theft, improper use, or destruction of the Material however caused.

.02 Where the Owner makes advance payments subject to the conditions listed in clause GC 8.02.03.01, such payment shall not constitute acceptance of the Material by the Owner. Acceptance shall only be determined when the Material meets the requirements of the appropriate specification.

GC 8.02.04 Certification and Payment

GC 8.02.04.01 Progress Payment

.01 The Contractor shall submit a Proper Invoice for progress payments monthly or at intervals specified in the Contract Documents after starting the Work on this Contract. The Contractor shall submit the Proper Invoice to the Contract Administrator and to the Owner. This Proper Invoice shall be for work completed at the agreed to Cut-Off Date.

.02 A Proper Invoice shall include;

a) the requirements as set out in section 6.1 of the Construction Act;

b) the quantities of Work performed;

c) the value of Work performed;

d) any advanced payment for Material;

e) the amount of Statutory Holdback, liens, Owner's set-off;

f) the amount of any applicable taxes;

g) the amount due to the Contractor; and

h) any other information that may be prescribed in the Contract Documents.

.03 Payment shall be made within 28 Days of the submission of the Proper Invoice unless a notice of non-payment has been issued in accordance with the Construction Act.

.04 The Owner shall retain the Statutory Holdback in the form and amount as required under the Construction Act.

GC 8.02.04.02 Certification of Subcontract Completion

.01 Before the Work has reached the stage of Substantial Performance, the Contractor may notify the Contract Administrator, in writing that a subcontract is completed satisfactorily and ask that the Contract Administrator certify the completion of such subcontract.

.02 The Contract Administrator shall issue a Certificate of Subcontract Completion, if the subcontract has been completed in a form satisfactory to the Contract Administrator, and all required inspection and testing of the works covered by the subcontract have been carried out and the results are satisfactory to the Contract Administrator.

.03 The Contract Administrator shall set out in the Certificate of Subcontract Completion the date on which the subcontract was completed and, within 7 Days of the date the subcontract is certified complete, the Contract Administrator shall give a copy of the certificate to the Contractor and to the Subcontractor concerned.

GC 8.02.04.03 Subcontract Statutory Holdback Release Certificate and Payment

.01 Following receipt of the Certificate of Subcontract Completion, the Owner shall release and pay the Contractor the Statutory Holdback retained in respect of the subcontract. Such release shall be made 61 Days after the date the subcontract was certified complete and providing the Contractor submits the following to the Contract Administrator:

a) a document satisfactory to the Contract Administrator that shall release the Owner from all further claims relating to the subcontract, qualified by stated exceptions such as holdback monies;

b) evidence satisfactory to the Contract Administrator that the Subcontractor has discharged all liabilities incurred in carrying out the subcontract;

c) a satisfactory clearance certificate or letter from the Workplace Safety and Insurance Board relating to the subcontract; and

d) a copy of the contract between the Contractor and the Subcontractor and a satisfactory statement showing the total amount due the Subcontractor from the Contractor.

.02 Clause GC 8.02.04.03.01 d), shall only apply to Lump Sum Items and then only when the Contract Administrator specifically requests it.

.03 Upon receipt of the Statutory Holdback, the Contractor shall forthwith give the Subcontractor the payment due under the subcontract.

.04 Release of Statutory Holdback by the Owner in respect of a subcontract shall not relieve the Contractor, or the Contractor's Surety, of any of their responsibilities.

GC 8.02.04.04 Substantial Performance of Work

.01 The Contractor, as part of the application for Substantial Performance, shall submit an itemized list of the outstanding work.

.02 Upon application by the Contractor and when the Contract Administrator has verified that the Contract has been substantially performed, the Contract Administrator shall issue a Certificate of Substantial Performance.

.03 The Contract Administrator shall set out in the Certificate of Substantial Performance the date on which the Contract was substantially performed and, within 7 Days after signing the said certificate, and shall provide a copy to the Contractor.

.04 Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) Paragraph 5 of the Construction Act, as amended, publish a copy of the certificate in the manner set out in the regulations.

.05 Where the Contractor fails to publish a copy of the Certificate of Substantial Performance as required above within 7 Days after receiving a copy of the certificate signed by the Contract Administrator, the Owner may publish a copy of the certificate at the Contractor's expense.

.06 Except as otherwise provided for in Section 31 of the Construction Act, the 60 Day lien period prior to the release of holdback as referred to in clause GC 8.02.04.05, Substantial Performance Payment and Statutory Holdback Release Payment Certificates, shall commence from the date of publication of the Certificate of Substantial Performance as provided for above.

GC 8.02.04.05 Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificates

.01 Prior to the Contract Administrator issuing the Certificate of Substantial Performance, the Contractor shall submit a Proper Invoice for the Work completed. In addition to the requirements specified under section 8.02.04.01.02, the Proper Invoice shall include:

a) the value of Work performed to the date of Substantial Performance;

b) the value of outstanding or incomplete Work;

c) the amount of the Statutory Holdback, allowing for any previous releases of Statutory Holdback to the Contractor in respect of completed subcontracts and deliveries of pre-selected Equipment; and

d) the amount due the Contractor.

.02 Payment shall be made within 28 Days of the date of submission of the Proper Invoice.

.03 The Substantial Performance Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the Statutory Holdback due in respect of Work performed up to the date of Substantial Performance. Payment of such Statutory Holdback shall be due 61 Days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the Construction Act and the submission by the Contractor of the following documents:

a) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and

b) proof of publication of the Certificate of Substantial Performance.

.04 Any amount of security retained shall be identified on the Substantial Performance Payment Certificate.

GC 8.02.04.06 Certification of Completion

.01 Upon application by the Contractor and when the Contract Administrator has verified that the Contract has reached Completion, the Contract Administrator shall issue a Completion Certificate.

.02 The Contract Administrator shall set out in the Completion Certificate the date on which the Work was completed and, within 7 Days of signing the said certificate, the Contract Administrator shall provide a copy to the Contractor.

GC 8.02.04.07 Completion Payment and Completion Statutory Holdback Release Payment Certificates

.01 Prior to the Contract Administrator issuing the Completion Certificate, the Contractor shall submit a Proper Invoice for the Work completed. In addition to the requirements noted under section 8.02.04.01.02, the Proper Invoice shall include:

a) measurement and value of Work at Completion;

b) the amount of the further Statutory Holdback based on the value of further Work completed over and above the value of Work completed shown in the Substantial Performance Payment Certificate referred to above; and

c) the amount due the Contractor.

.02 The Completion Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the further Statutory Holdback. Subject to any outstanding liens and permissible set-offs and upon submission of a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board, the Owner shall pay the remaining holdback on the Work done, within 28 Days after the expiration of the 60-Day lien period.

.03 Any amount of security retained shall be identified on the Completion Payment Certificate.

GC 8.02.04.08 Interest

.01 Interest due to the Contractor shall be based on simple interest and calculated using the applicable Rate of Interest. Interest shall begin to accrue on an amount that is not paid when it is due to be paid under Part-I of the Construction Act, at the prejudgment interest rate determined under subsection 127 (2) of the *Courts of Justice Act* or, if the Contract specifies a different interest rate for this purpose, the greater of the prejudgment interest rate and the interest rate specified in the Contract.

GC 8.02.04.09 Interest for Late Payment

.01 Provided the Contractor has complied with the requirements of the Contract, including all documentation requirements, when payment by the Owner to the Contractor for Work performed, or for release of Statutory Holdback, is delayed by the Owner, then the Contractor shall be entitled to receive interest on the outstanding payment at the Rate of Interest, if payment is not received on the dates set out below:

a) Progress Payment: 28 Days after submission of Proper Invoice;

b) Subcontract Statutory Holdback Release Payment: 89 Days after the date on which the subcontract was completed;

c) Substantial Performance Payment: 28 Days after the date of issuance of the certificate;

d) Substantial Performance Statutory Holdback Release Payment: 89 Days after publication of the Payment Certificate of Substantial Performance;

e) Completion Payment: 28 Days after the date certified as the date on which the Contract reached Completion; and

f) Completion Statutory Holdback Release Payment: 89 Days after the date certified as the date that the Work was completed.

.02 If the Contractor has not complied with the requirements of the Contract, including all documentation requirements, prior to expiration of the time periods described in clause GC 8.02.04.09.01, interest shall only begin to accrue when the Contractor has completed those requirements.

GC 8.02.04.10 Interest for Negotiations and Claims

.01 Except as hereinafter provided, where a notice of negotiation, notice of intent to claim and the subsequent claims are submitted in accordance with the time limits or procedure or both described by subsection GC 3.13, Claims, Negotiations, Mediation, the Owner shall pay the Contractor the Rate of Interest on the amount of the negotiated price for that part of the Work or on the amount of the settled claim. Such interest shall not commence until 30 Days after the satisfactory completion of that part of the Work.

.02 Where the Contractor fails to give notice of a claim within the time limit prescribed by subsection GC 3.13, Claims, Negotiations, Mediation, interest shall not be paid.

.03 Where a Contractor fails to comply with the 30 Day time limit and the procedures prescribed in clause GC 3.13.03.03 for submission of claims, interest shall not be paid for the delay period.

GC 8.02.04.11 Owner's Set-Off

.01 Pursuant to the Construction Act, the Owner may retain from monies owing to the Contractor under this Contract an amount sufficient to cover any outstanding or disputed liabilities, including the cost to remedy deficiencies, the reduction in value of substandard portions of the Work, claims for damages by third parties that have not been determined in writing by the Contractor's insurer, undetermined claims by the Owner, and any assessment due the Workplace Safety and Insurance Board.

.02 Under these circumstances the Owner will give the Contractor appropriate notice of such action.

GC 8.02.04.12 Delay in Payment

.01 The Owner shall not be deemed to be in default of the Contract provided any delay in payment does not exceed the due dates as defined in clause GC 8.02.04.09.01.

GC 8.02.05 Payment on a Time and Material Basis

GC 8.02.05.01 Definitions

.01 For the purpose of clause GC 8.02.05 the following definitions apply:

Cost of Labour means the amount of wages, salary, travel, travel time, food, lodging, or similar items and Payroll Burden paid or incurred directly by the Contractor to or in respect of labour and supervision actively and necessarily engaged on the Work based on the recorded time and hourly rates of pay for such labour and supervision but shall not include any payment or costs incurred for general supervision, administration, and management time spent on the entire Work or any wages, salary, or Payroll Burden for which the Contractor is compensated by any payment made by the Owner for Equipment.

Cost of Material means the cost of Material purchased or supplied from stock and valued at current market prices for the purpose of carrying out Extra Work by the Contractor or by others, when such arrangements have been made by the Contractor for completing the Work, as shown by itemized invoices.

Operated Rented Equipment means Rented Equipment for which an operator is provided by the supplier of the Equipment and for which the rent or lease includes the cost of the operator.

Payroll Burden means the payments in respect of workplace insurance, vacation pay, employment insurance, public liability and property damage insurance, sickness and accident insurance, pension fund, and such other welfare and benefit payments forming part of the Contractor's normal labour costs.

Rented Equipment means Equipment that is rented or leased for the special purpose of Work on a Time and Material Basis from a person, firm, or corporation that is not an associate of the lessee as the word "associate" is defined by the Securities Act, R.S.O. 1990, c.S.5, as amended, and is approved by the Contract Administrator.

Road Work means the preparation, construction, finishing, and construction maintenance of roads, streets, Highways, and parking lots and includes all work incidentals thereto other than Work on structures.

Sewer and Watermain Work means the preparation, construction, finishing, and construction maintenance of sewer systems and watermain systems, and includes all work incidental thereto other than Work on structures.

Standby Time means any period of time that is not considered Working Time and which together with the Working Time does not exceed 10 hours in any one Working Day and during which time a unit of Equipment cannot practically be used on other Work but must remain on the site in order to continue with its assigned task and during which time the unit is in fully operable condition.

Structure Work means the construction, reconstruction, repair, alteration, remodelling, renovation, or demolition of any bridge, building, tunnel, or retaining wall and includes the preparation for and the laying of the foundation of any bridge, building, tunnel, or retaining wall and the installation of Equipment and appurtenances incidental thereto.

The 127 Rate means the rate for a unit of Equipment as listed in OPSS.PROV 127, Schedule of Rental Rates for Construction Equipment, Including Model and Specification Reference, that is current at the time the work is carried out or for Equipment that is not so listed, the rate that has been calculated by the Owner, using the same principles as used in determining The 127 Rates.

Work on a Time and Material Basis means Changes in the Work, Extra Work, and Additional Work approved by the Contract Administrator for payment on a Time and Material basis. The Work on a Time and Material Basis shall be subject to all the terms, conditions, Standard Specifications and provisions of the Contract.

Working Time means each period of time during which a unit of Equipment is actively and of necessity engaged on a specific operation and the first 2 hours of each immediately following period during which the unit is not so engaged but during which the operation is otherwise proceeding and during which time the unit cannot practically be transferred to other Work but must remain on the site in order to continue with its assigned tasks and during which time the unit is in a fully operable condition.

GC 8.02.05.02 Daily Work Records

.01 Daily Work Records, prepared as the case may be by either the Contractor's representative or the Contract Administrator reporting the labour and Equipment employed and the Material used on each Time and Material project, should be reconciled and signed each Day by both the Contractor's representative and the Contract Administrator. If it is not possible to reconcile the Daily Work Records, then the Contractor shall submit the un-reconciled Daily Work Records with its claim, whereby the resolution of the dispute about the Daily Work Records shall not be resolved until there is a resolution of the claim.

GC 8.02.05.03 Payment for Work

.01 Payment as herein provided shall be full compensation for all labour, Equipment, and Material to do the Work on a Time and Material Basis except where there is agreement to the contrary prior to the commencement of the Work on a Time and Material Basis. The payment adjustments on a Time and Material basis shall apply to each individual Change Order authorized by the Contract Administrator.

GC 8.02.05.04 Payment for Labour

.01 The Owner shall pay the Contractor for labour employed on each Time and Material project at 135% of the Cost of Labour up to $3,500, then at 120% of any portion of the Cost of Labour in excess of $3,500.

.02 The Owner shall make payment in respect of Payroll Burden for Work on a Time and Material Basis at the Contractor's actual cost of Payroll Burden.

.03 At the Owner's discretion, an audit may be conducted in which case the actual Payroll Burden so determined shall be applied to all Time and Material work on the Contract.

GC 8.02.05.05 Payment for Material

.01 The Owner shall pay the Contractor for Material used on each Time and Material project at 120% of the Cost of the Material up to $3,500, then at 115% of any portion of the Cost of Material in excess of $3,500.

GC 8.02.05.06 Payment for Equipment

GC 8.02.05.06.01 Working Time

.01 The Owner shall pay the Contractor for the Working Time of all Equipment, other than Rented Equipment and Operated Rented Equipment, used on the Work on a Time and Material basis at The 127 Rates with a cost adjustment as follows:

a) Cost $12,000 or less - no adjustment;

b) Cost greater than $12,000 but not exceeding $24,000 - payment $12,000 plus 90% of the portion in excess of $12,000; and

c) Cost greater than $24,000 - $22,800 plus 80% of the portion in excess of $24,000.

.02 The Owner shall pay the Contractor for the Working Time of Rented Equipment used on the Work on a Time and Material Basis at 110% of the invoice price approved by the Contract Administrator up to a maximum of 110% of the 127 Rate. This constraint shall be waived when the Contract Administrator approves the invoice price prior to the use of the Rented Equipment.

.03 The Owner shall pay the Contractor for the Working Time of Operated Rented Equipment used on the Work on a Time and Material Basis at 110% of the Operated Rented Equipment invoice price approved by the Contract Administrator prior to the use of the Equipment on the Work on a Time and Material Basis.

GC 8.02.05.06.02 Standby Time

.01 The Owner shall pay the Contractor for Standby Time of Equipment at 35% of The 127 Rate or 35% of the invoice price whichever is appropriate. The Owner shall pay reasonable costs for Rented Equipment where this is necessarily retained in the Working Area for extended periods agreed to by

the Contract Administrator. This shall include Rented Equipment intended for use on other work, but has been idled due to the circumstances giving rise to the Work on a Time and Material Basis.

.02 In addition, the Owner shall include the Cost of Labour of operators or associated labourers who cannot be otherwise employed during the Standby Time or during the period of idleness caused by the circumstances giving rise to the Work on a Time and Material Basis.

.03 The Contract Administrator may require Rented Equipment idled by the circumstances giving rise to the Work on Time and Material Basis to be returned to the lessor until the Work requiring the Equipment can be resumed. The Owner shall pay such costs as a result from such return.

.04 When Equipment is transported, solely for the purpose of the Work on a Time and Material Basis, to or from the Working Area on a Time and Material basis, payment shall be made by the Owner only in respect of the transporting units. When Equipment is moved under its own power it shall be deemed to be working. The method of moving Equipment and the rates shall be subject to the approval of the Contract Administrator.

GC 8.02.05.07 Payment for Hand Tools

.01 Notwithstanding any other provision of this Section, no payment shall be made to the Contractor for or in respect of Hand Tools or Equipment that are tools of the trade.

GC 8.02.05.08 Payment for Work by Subcontractors

.01 Where the Contractor arranges for Work on a Time and Material Basis, or a part of it, to be performed by Subcontractors on a Time and Material basis and has received approval prior to the commencement of such Work, in accordance with the requirements of subsection GC 3.09, Subcontracting by the Contractor, the Owner shall pay the cost of Work on a Time and Material Basis by the Subcontractor calculated as if the Contractor had done the Work on a Time and Material Basis, plus a markup calculated on the following basis:

a) 20% of the first $3,500; plus

b) 15% of the amount from $3,500 to $12,000; plus

c) 5% of the amount in excess of $12,000.

.02 No further markup shall be applied regardless of the extent to which the work is assigned or sublet to others. If Work is assigned or sublet to an associate, as defined by the Securities Act, no markup whatsoever shall be applied.

GC 8.02.05.09 Submission of Invoices

.01 At the start of the Work on a Time and Material Basis, the Contractor shall provide the applicable labour and Equipment rates not already submitted to the Contract Administrator during the course of such Work.

.02 Separate summaries shall be completed by the Contractor. Each summary shall include the Change Directive or Change Order number and covering dates of the Work and shall itemize separately the labour, Materials, and Equipment. Invoices for Materials, Rented Equipment, and other charges incurred by the Contractor on the Work on a Time and Material Basis shall be included with each summary.

.03 Each month the Contract Administrator shall include with the monthly progress payment, the costs of the Work on a Time and Material Basis incurred during the preceding month all in accordance with the contract administrative procedures and the Contractor's invoice of the Work on a Time and Material Basis.

.04 The final summary as per clause 8.02.05.09.02 shall be submitted by the Contractor within 60 Days after the completion of the Work on a Time and Material Basis.

GC 8.02.05.10 Payment Other Than on a Time and Material Basis

.01 Clause GC 8.02.05 does not preclude the option of the Contract Administrator and the Contractor negotiating a Lump Sum Item or unit price payment for Change in the Work, Extra Work, and Additional Work.

GC 8.02.05.11 Payment Inclusions

.01 Except where there is agreement in writing to the contrary, the compensation, as herein provided, shall be accepted by the Contractor as compensation in full for profit and all costs and expenses arising out of the Work, including all cost of general supervision, administration, and management time spent on the Work, and no other payment or allowance shall be made in respect of such Work.

GC 8.02.06 Final Acceptance Certificate

.01 After the acceptance of the Work or, where applicable, after the Warranty Period has expired, the Contract Administrator shall issue the Final Acceptance Certificate. The Final Acceptance Certificate shall not be issued until all known deficiencies have been adjusted or corrected, as the case may be, and the Contractor has discharged all obligations under the Contract.

.02 Any remaining amount of security shall be released upon Final Acceptance of the Contract.

GC 8.02.07 Records

.01 The Contractor shall maintain and keep accurate Records relating to the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom. Such Records shall be of sufficient detail to support the total cost of the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom. The Contractor shall preserve all such original Records until 12 months after the Final Acceptance Certificate is issued or until all claims have been settled, whichever is longer. The Contractor shall require that Subcontractors employed by the Contractor preserve all original Records pertaining to the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom for a similar period of time.

.02 The Owner may inspect and audit the Contractor's Records relating to the Work, Changes in the Work, Extra Work, and Additional Work at any time during the period of the Contract. The Contractor shall supply certified copies of any part of its Records required, whenever requested by the Owner.

GC 8.02.08 Taxes

.01 Where a change in Canadian Federal or Provincial taxes occurs after the date of tender closing for this Contract, and this change could not have been anticipated at the time of Tender, the Owner shall increase or decrease Contract payments to account for the exact amount of tax change involved.

.02 Claims for compensation for additional tax cost shall be submitted by the Contractor to the Contract Administrator on forms provided by the Contract Administrator to the Contractor. Such claims for additional tax costs shall be submitted not less than 30 Days after the date of Final Acceptance.

.03 Where the Contractor benefits from a change in Canadian Federal or Provincial taxes, the Contractor shall submit to the Contract Administrator on forms provided by the Contract Administrator, a statement of such benefits. This statement shall be submitted not later than 30 Days after Final Acceptance.

.04 Changes in Canadian Federal or Provincial taxes that impact upon commodities, which when left in place form part of the finished Work, or the provision of services, where such services form part of the Work and where the manufacture or supply of such commodities or the provision of such services is carried out by the Contractor or a Subcontractor, are subject to a claim or benefit as detailed above. Services in the latter context means the supply and operation of Equipment, the provision of labour, and the supply of commodities that do not form part of the Work.

.05 The Contractor shall add the Harmonized Sales Tax (HST) to all invoices.

GC 8.02.09 Liquidated Damages

.01 When liquidated damages are specified in the Contract and the Contractor fails to complete the Work in accordance with the Contract, the Contractor shall pay such amounts as are specified in the Contract Documents.

Appendix 1

Statutory Declaration
of
Payments, Liens, and Liabilities Form

STATUTORY DECLARATION OF PAYMENTS,
LIENS AND LIABILITIES

PROVINCE OF ONTARIO	)	IN THE MATTER OF a certain agreement dated the _____
	)	day of _____ of 20__22____ and made
MUNICIPALITY OF THE	)	between _____
CITY OF SAULT STE. MARIE	)	and the Corporation of the City of Sault Ste. Marie
	)	for _____

I/We _____

of the _____ of _____

in the Province of _____
do solemnly declare:

1. That I am _____
(President, Secretary, Treasurer, a Partner, etc.)
of the Contractor named in the above-mentioned contract and as such have personal knowledge of the facts herein declared.

2. That all persons who have performed any work or service upon or in respect of, or placed or furnished any material or things to be used in connection with the above contract, have been fully paid or their claims have been settled in respect of such work, service, materials or things and there are no liens, garnishees, attachments or claims relating thereto.

3. That all subcontractors who were engaged in or in any manner associated with the performance of any part of the above contract have been fully paid or their claims have been settled in respect thereof except to the extent that monies (not exceeding in any instance 14% of the value of the work performed by the subcontractor) have been held back by written agreement with any such subcontractors.

4. That all subcontractors who were engaged in or in any manner associated with the performance of any parts of the above contract have discharged all liabilities which they incurred in respect thereof.

5. That all claims for damage to property or injury to persons of which the above-named Contractor has received notice have been fully paid or settled.

6. That the above-named Contractor has not had any notice of any grounds for a claim (other than those covered by para 5. above) connected with this contract by a third party and for which a claim might be made and I believe that no such claim will be made.

7. That no one is entitled to claim a lien under the Construction Lien Act against the said lands or any part thereof.

8. That _____ Has/have completed the work or services to be performed and the materials to be placed or furnished by _____ upon the lands described as

_____ in the City of Sault Ste. Marie.

9. That there are no judgements or executions against _____. (me, either of us, the said)

10. That nothing is owning by me / either of us / the said _____ or claimed against me / either of us / the said _____ for Canadian Unemployment Insurance deductions, Canadian Income Tax, Ontario Corporations Tax, Ontario Sales Tax, or by way of contributions or assessment under the Workers= Compensation Act.

11. That _____ has/have not made any assignment for the benefit of creditors nor has any receiving order been made against _____ under the Bankruptcy Act nor has any petition for such an order been served upon.

Severally declared before me in

the City of _____

this _____ day of _____2022___.

A Commissioner, etc. Contractor

Appendix 2

Enbridge Gas Construction
and
Maintenance Manual
Sections 12.3 & 12.5

Uncovering Active Pipelines

12.3.1 Application

This procedure applies to excavating with mechanical equipment in the vicinity of active gas pipelines.

12.3.2 References

- C&M Manual Section 3.51, "Specification for Construction & Maintenance Planning"
- C&M Manual Section 5.12, "Coatings"
- C&M Manual Section 12.2, "Line Locates - Prelocate Inspection and Troubleshooting"
- C&M Manual Section 12.4, "Shoring"
- C&M Manual Section 12.5, "Gas Line Supports"
- C&M Manual Section 12.6, "Blasting Close to Gas Pipelines"
- C&M Manual Section 12.8, "Restraint of Compression Couplings"
- C&M Manual Section 12.10, "Observation"
- C&M Manual Section 16.16, "Pipeline Listing"
- C&M Manual Section 19.9, "Handling, Storage, and Disposal of Pipeline Coating (6900-16)"
- TSSA "Guidelines for Excavating in the Vicinity of Utility Lines"
- EHS Employee Handbook

12.3.3 General

Working around excavation equipment:

- If not involved directly in the work, maintain an appropriate distance from the work area.
- When working in the excavation area, where possible, stay beyond the moving radius of the equipment.
- Before entering the moving radius of the equipment, make eye contact with the operator and stay out of blind spots. Ensure that the operator knows you are there.

Perform a visual inspection on all exposed steel pipelines. Inspect the pipe for evidence of corrosion and to document the condition of the existing coating. All observations must be documented on the Distribution Maintenance Work Order as per C&M Manual Section 17.2, "Distribution Maintenance Work Order Form." If coating damage or corrosion is encountered, report it to a Corrosion Specialist before further action is taken.

12.3.3.1 Mains

Develop an isolation plan before making any excavation around a main, where accidental damage may create a hazardous situation: Refer to C&M Section 3.51, "Specification for Construction and Maintenance Planning" for details regarding the requirements of an isolation plan.

Ensure that those involved with the excavation are familiar with the isolation plan and that a Supervisor with authority to implement the shutdown of the area is available at the time of excavation.

12.3.3.2 Services

Before excavating around an active service where accidental damage may create a hazardous situation, expose the service connection; otherwise, a rapid means of shut off must be available between the main and the proposed construction. Acceptable means of rapid shut off may be:

- Accessible and operable valve(s) on main or service.
- Curb valve tee.
- Service tee with an internal valve, such as an autoperf tee or plastic service tee.
- Service tee with the appropriate No-Blo/Stopping equipment on site.
- Approved squeeze-off unit on site.

12.3.4 Obtaining Line Locates

Before excavating with mechanical equipment, locate all underground structures in the work area**.**

- Locate Company buried plant in accordance with C&M Manual Section 12.2, "Line Locates - Prelocate Inspection and Troubleshooting." The boundary limits of the locate are 1.0 m on either side of the locate mark.
- Obtain locates and establish the location of all other underground structures in the work area. Ensure the locates are clearly marked with flags or stakes. Where the facilities are covered by snow, hand excavate and clearly mark with flags or stakes.
- Prior to beginning the excavation, perform a visual inspection of the located area to identify any possible change in conditions since the locates were performed. Readily visible signs of underground facilities include pedestals, risers, meters, new trench lines, newly buried facility flags, and service feeds from buildings and homes. Where evidence of an unmarked underground facility exists, contact Ontario One Call to have the facility located.

12.3.5 Working with Unrestrained Compression Couplings

Follow the steps below if one of the following situations exists:

- More than 2 metres of a steel pipeline will be exposed and unrestrained compression couplings may be encountered
- A dead end steel pipeline will be exposed, regardless of excavation length.

When working with unrestrained compression couplings:

1. Pinpoint any significant changes in the direction of the pipeline. Mark the line a distance equal to the required embedment length for the particular pipe size and operating pressure in either direction beyond the limits of the proposed excavation. Refer to C&M Manual Section 12.8, "Restraint of Compression Couplings."
2. Where the proposed excavation will remove the soil presently restraining the pipeline at a change in direction, branch connection, change in size, or restriction, take one of the following precautions:
   - Lower the pressure in the line according to C&M Manual Section 12.8, "Restraint of Compression Couplings."
   - Before uncovering the rest of the line, uncover and restrain any mechanical couplings within the section of line marked according to step 1 that would be left unrestrained because of the proposed excavation. Refer to C&M Manual Section 12.8, "Restraint of Compression Couplings" for restraining methods.
   - Where a standard restraint method is not possible, contact Pipeline Engineering to discuss options to block or anchor the pipe to temporarily secure it.

   NOTE: If the internal pressure could exceed the pressure listed in C&M Manual Section 12.8, "Restraint of Compression Couplings" Table 12.8.3.1 while working on the pipe, (e.g., if the line is isolated from a higher pressure system by a valve or regulator without an overpressure protection device) continuously monitor the pressure of the line to ensure that the pressure does not exceed the pressures listed in Table 12.8.3.1.
3. If there is doubt about the location of a coupling within the limits marked in step 1, use the skimming method to find the coupling (digging down to the pipe and visibly verifying the presence of pipe. For the purpose of this procedure, skimming the pipe means removing enough soil around the pipe to uncover no more than 30% of the pipe's circumference). Skimming can be done in 12 metre stages provided no more than one unrestrained coupling is exposed at a time.
   - When the soil below the pipe could be removed, place supports under the pipeline that will bear the full weight of the pipe and all connections, plus any forces in a vertical direction resulting from the internal pressure within the pipe acting on a change in direction, branch connection, change in size, or restriction. Details about the method of support and the requirements for backfilling after completion can be found in C&M Manual Section 12.5, "Gas Line Supports."
   - Before backfilling, adequately restrain all mechanical fittings, both new and existing according to C&M Manual Section 12.8, "Restraint of

Compression Couplings." Coat the mechanical fittings to provide corrosion protection C&M Manual Section 5.12, "Coatings."

12.3.6 Excavating

- When using mechanical equipment to uncover or excavate near an active pipeline, a labourer **must** work with the equipment operator to ensure that the mechanical equipment does not excavate within 300 mm of the pipeline. The actual uncovering of the pipeline **must** proceed in accordance with one of the procedures below.

  NOTE: Hydrovac can be used as an alternative to hand digging provided the requirements of the TSSA document, "Guidelines for Excavation in the Vicinity of Utility Lines", are followed.

  NOTE: The spotter is responsible for watching for unmarked pipelines and foreign facilities and to stop the equipment operator in the event a foreign object or risk is observed during excavation activities. The spotter shall halt excavation activities upon encountering an unmarked pipeline, foreign facility, other obstruction or unexpected defect (i.e., coating damage, mechanical defect or corrosion) which could result in a leak. The spotter and equipment operator shall communicate using hand signals outlined in the EHS Employee Handbook

- Where the pipeline route passes below a road or sidewalk surface, concrete saws, jackhammers, hand tools or other similar equipment may be used to break the concrete or asphalt. Only use machine excavation to remove broken asphalt or concrete, except where permitted in the procedures below. Concrete, asphalt, patio stones, etc., located below the road surface should not be removed, as they may be part of a protective cap for the pipeline.
- Refer to C&M Manual Section 12.10, "Observation" to determine if third party observation is required during the excavation and for any additional observation requirements.
- If the excavation spans more than one day, ensure that the bell holes are fenced and marked with restricted area flagging, if permitted. If not permitted, backfill the bell holes.
- When excavating pipe suspected of having imperfections or damage, ensure the pipeline pressure has been reduced to a safe working pressure. Monitor the pressure throughout the excavation to ensure it stays at a safe level.
  - **Plant Intended to Operate At, or Above 30% SMYS**
    - Contact Pipeline Engineering for determining the safe working pressure.
  - **Plant Intended to Operate Under 30% SMYS and Above 1900 kPa**
    - Reduce the pressure to 80% of the current line pressure. If lowering the line to the safe working pressure creates capacity concerns, contact Pipeline Engineering for alternate solutions.

12.3.6.1 Excavating Adjacent to the Pipeline

1. Whenever practical, begin excavation parallel to the pipeline to be uncovered, 1.0 m from the locate markings for the pipe, to the estimated depth of the pipeline. **For large diameter pipelines, NPS 24 and larger, begin excavation 1.5 m from the locate markings, or as directed by the Union Gas representative on site**.

   NOTE: Using records and a line locator, carefully check the side of the pipeline where the excavation will begin to ensure that there are no branch connections, services, or changes in direction.

2. Hand dig or probe in the side and bottom of the excavation to locate the pipeline.
3. Once the pipeline is positively located, continue digging along side of the pipe. For mechanical equipment, maintain a minimum of 300 mm clearance from the main. Hand dig or probe the main at regular intervals to verify the pipeline has not changed direction. Where possible, operate mechanical excavating equipment parallel to the direction of the gas line, when the excavation is within 1.0 m of the gas line.
4. After the pipeline has been positively located, remove soil from above the pipeline with mechanical equipment to within 300 mm of the pipeline and all known connections, provided that it is exposed by hand at regular intervals to verify the 300 mm clearance.
5. Complete the final excavation within 300 mm of the pipeline and all known connections by hand digging.

12.3.6.2 Excavating Over the Pipeline

1. Hand dig in cuts at least 300 mm deep or probe across the boundary limits of the locate (1.0 m either side of the estimated location of the pipe).

   Mechanical equipment can be used to widen the hand dug trench to the depth of the hand excavation.
2. Continue the sequence of hand digging or probing followed by excavating with mechanical equipment. Ensure that the mechanical equipment stays 300 mm from the pipeline or soil that has not been hand excavated or probed.
3. Once the pipeline is positively located, continue digging, ensuring that mechanical digging equipment maintains a minimum of a 300 mm clearance from the pipe by hand exposing the pipeline at regular intervals.

12.3.6.3 Excavating Pipe over 30% SMYS

Follow these procedures for excavating lines over 30% SMYS. For a list of pipelines operating above 30% SMYS, refer to C&M Manual Section 16.16, "Pipeline Listing."

Follow these general requirements:

- If the pipeline has a coal tar coating, follow C&M Manual Section 19.9, "Handling, Storage, and Disposal of Pipeline Coating (6900-16)."
- Ensure a Qualified Individual is on the site to monitor the excavation.
- If a portion of the trench is more than 1.2 m deep, provide adequate shoring, as outlined in C&M Manual Section 12.4, "Shoring."

To excavate pipe over 30% SMYS, that is suspected of having imperfections:

1. Perform all necessary surface work to confirm the location of the pipeline e.g., chaining in distances from known reference locations such as pipeline markers, roads, fence lines, etc.
2. Clearly mark the excavation site, and proposed access to the site with stakes and flags.
3. Ensure that the pipeline pressure has been reduced to a safe working pressure. Contact Pipeline Engineering for determining the safe working pressure. Monitor the pressure throughout the excavation to ensure it stays at a safe level.
4. Excavate parallel to the pipeline to be uncovered, at a distance of 1.0 m from the locate markings (outside the locate boundary limits) and to the estimated depth of the pipeline. **For pipelines NPS 24 and larger, begin excavation 1.5 m from the locate markings, or as directed by the Union Gas representative on site.**

   NOTE: Using records and a line locator, carefully check the side of the pipeline where the excavation will begin to ensure that there are no branch connections, services, or changes in direction.
5. Hand dig or probe in the side and bottom of the excavation to locate the pipeline.
6. Once the pipeline is positively located, continue digging along side of the pipe. For mechanical equipment, maintain a minimum of 500 mm clearance from the main. Hand dig or probe the main at regular intervals to verify the pipeline has not changed direction. Where possible, operate mechanical excavating equipment parallel to the direction of the gas line, when the excavation is within 1.0 m of the gas line.
7. After the pipeline has been positively located, remove soil from above the pipeline with mechanical equipment to within 500 mm of the pipeline and all known connections, provided that it is exposed by hand at regular intervals to verify the 500 mm clearance.
8. Complete the final excavation within 500 mm of the pipeline and all known connections with hand tools.
9. Insert a probe into the backfill alongside the pipe to provide a reference point for the backhoe operator, and excavate the other side of the pipe in the same way.
10. Remove the overburden on top of the pipe by sweeping a fully curled backhoe bucket over the pipe.

NOTE: The pipeline must be visible to the backhoe operator at all times.

11. Once the pipe is exposed, if any imperfections are found, contact Pipeline Engineering for additional instructions about arranging for an NDE firm to assess the imperfections. Pipeline Engineering will analyze the data and provide remediation instructions, as required.

12.3.7 Emergency Shutdown

If a hazardous condition would be created by the migration or accumulation of an excessive amount of gas, take precautions to ensure that the pipeline can be shut down or made safe.

NOTE: For emergency situations, such as line breaks or where a hazardous situation already exists, excavating may proceed concurrently with this procedure.

12.3.7.1 Hazardous Situations

The following are examples of circumstances where a hazardous situation may be created by an incident during excavation:

- Work close to buildings where a large amount of gas in the air may enter the building (e.g., through open windows, air intakes to ventilation systems).
- Work close to dense vehicular or pedestrian traffic.
- Work near other structures or facilities that may be ignited by the accidental ignition of escaping gas.
- Work in areas of wall-to-wall pavement or adjacent to building foundations, where gas may migrate into the building through the foundation wall.

NOTE: This is not intended to be an exhaustive list of all hazardous situations which could occur, but rather is intended to provide a guideline of potential hazards to look for when planning an excavation near active pipelines.

Gas Line Supports

12.5.1 Application

Follow this procedure before excavating below a gas pipeline and before backfilling any trench crossed or paralleled by a gas pipeline.

12.5.2 References

- C&M Manual Section 3.17, "Specification for Backfill"
- C&M Manual Section 3.19, "Specification for Sand Padding"
- C&M Manual Section 12.2, "Line Locates - Prelocate Inspection and Troubleshooting"
- C&M Manual Section 12.3, "Uncovering Active Pipelines"
- C&M Manual Section 12.8, "Restraint of Compression Couplings"
- C&M Manual Section 12.10, "Observation"
- Pipeline Load Analysis Criteria Form 8486

12.5.3 Before Starting

Before excavating with mechanical equipment,

- Locate Company buried plant in the area according to C&M Manual Section 12.2, "Line Locates - Prelocate Inspection and Troubleshooting."
- Locate all other underground plant that could be damaged.
- Ensure mechanical fittings and couplings maintain proper restraint as per C&M Manual Section 12.8, "Restraint of Compression Couplings."
- Follow observation requirements as outlined in C&M Manual Section 12.10, "Observation."

12.5.3.1 Heavy Equipment Crossing Lines

Whenever heavy construction or other equipment will be crossing an easement or other non-standard crossing location (e.g., known or suspect shallow pipeline), complete the Pipeline Load Analysis Criteria Form 8486 and send to Pipeline Engineering, Chatham Corporate. Pipeline Engineering will calculate the stress induced on the pipeline and identify possible mitigating procedures.

12.5.3.2 Uncovering Lines

Refer to C&M Manual Section 12.3, "Procedure for Uncovering Active Pipelines" for the correct method of uncovering lines.

12.5.4 Installing Temporary Support

Temporary support refers to the support of gas pipelines prior to or at the time of excavation to protect the pipeline from deflection due to its own weight while it is exposed. Temporary support shall remain in place until the backfill material underneath the pipeline is compacted adequately to restore support of pipeline.

Prior to trenching beneath a pipeline or service, temporary support shall be erected for pipelines if the unsupported span of pipeline in the trench exceeds the length indicated in Table 12.5.1.

Table 12.5.1: Maximum Span Without Support Beam

Pipe Size (NPS)	Steel (m)	Plastic (m)
1/2	-	1
3/4 - 1 1/4	2.5	1.25
2	3	1.5
3-4	4.5	1.75
6	6	2
8	7	-
10	8.5	-
12	10	-
16	11.5	-
20	13	-
24	15	-

NOTE: For pipe sizes larger than NPS 24, contact Pipeline Engineering for maximum span without support beam.

When temporary support is required, Table 12.5.2 indicates the required beam for a given span. The beam shall be a continuous length grade No. 1 Spruce-Pine-Fir (S-P-F) or equivalent (e.g., steel I-beam). For spans exceeding 4.5 m, contact Pipeline Engineering, Chatham Corporate for approval.

Table 12.5.2: Support Beam Sizes

Pipe Size (NPS)	Steel	Plastic	
	≤ 4.5 m	≤ 2 m	≤ 4.5 m
1/2 - 2	4x6	4x6	6x8
3 - 6	n/a	6x6	8x8

The beam shall be placed above the pipeline with the ends of the beam resting on firm undisturbed soil. The beam shall not bear directly on the gas pipeline. The pipeline shall be supported from the beam with rope or sling in a manner that will prevent damage to the pipeline and pipeline coating, and eliminate sag. The spacing between the ropes or slings shall not exceed 1.0 m (see Drawing 12.5.1 for further details).

When it is time to backfill, follow C&M Manual Section 3.17, "Specification for Backfill."

Sand padding shall be installed as per C&M Manual section 3.19, "Specification for Sand Padding."

12.5.4.1 Steel and Polyethylene Pipelines

All steel and polyethylene pipelines exposed to a length greater than indicated in Table 12.5.1 shall be temporarily supported as shown in Figure 12.5.1 or Figure 12.5.2.

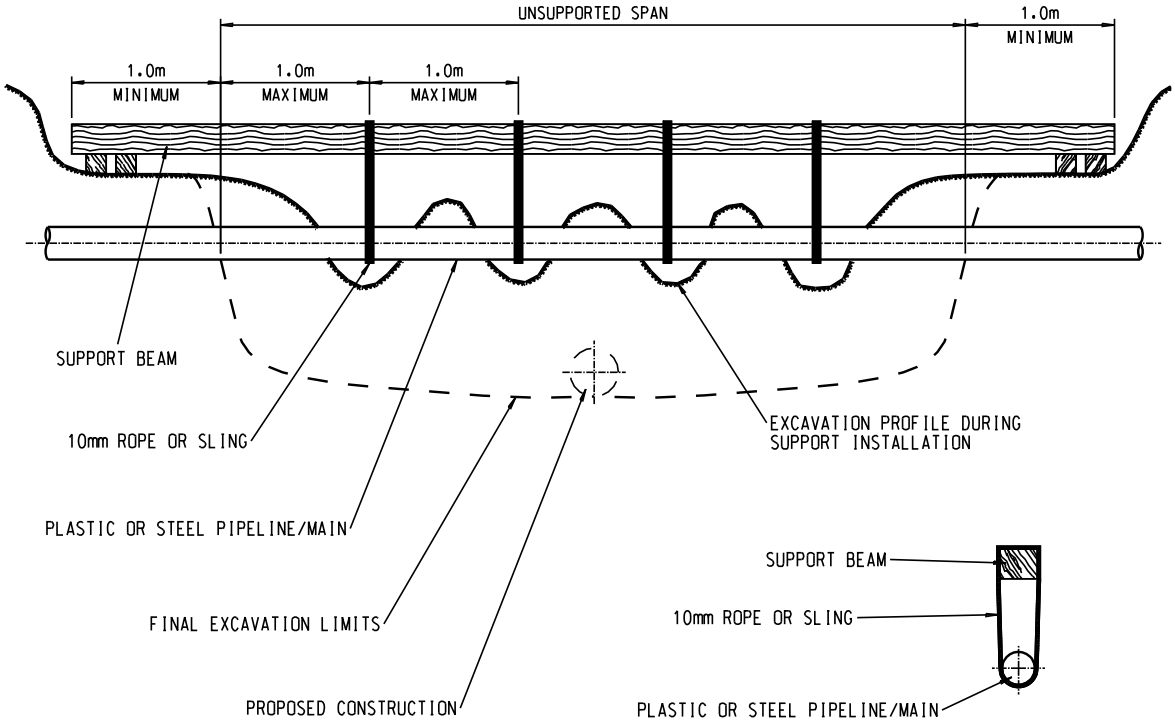
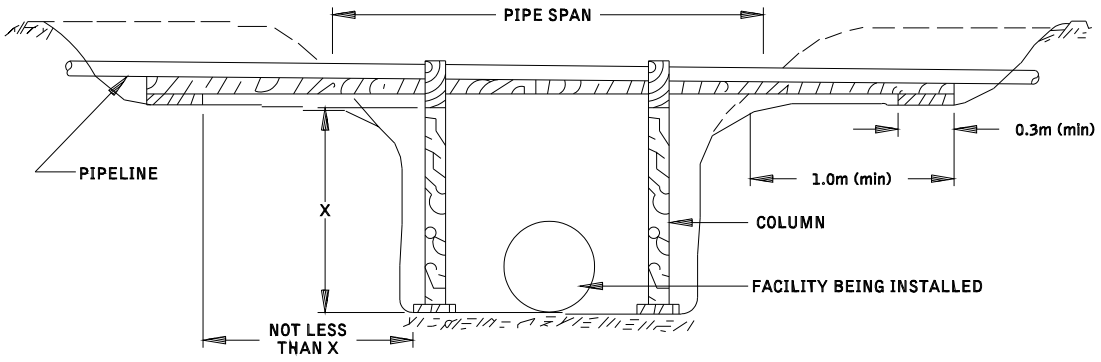
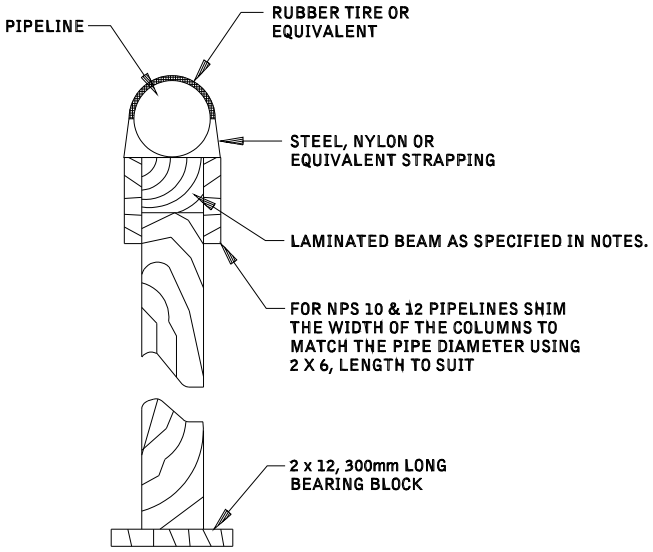


Figure 12.5.1
Temporary Supports - Pipelines Crossing Trench



NOTES:

1. LAMINATED 4 x 6 TIMBER BEAM REQUIRED BENEATH ALL NPS 1/2 - NPS 2.
2. LAMINATED 6 x 6 TIMBER BEAM REQUIRED BENEATH ALL NPS 3 - NPS 6.
3. LAMINATED 8 X 8 TIMBER BEAM REQUIRED BENEATH ALL NPS 8 - NPS 12.
4. COLUMNS SIZE SHALL MATCH LAMINATED TIMBER BEAM REQUIREMENT.
5. COLUMNS TO BE SPACED AS SPECIFIED BY PIPELINES AND STATIONS OPERATIONS ENGINEERING.
6. PLASTIC PIPE AND COATING ON STEEL PIPE TO BE PROTECTED FROM SUPPORTS AND STRAPPINGS WITH A PIECE OF RUBBER TIRE OR EQUIVALENT.
7. PLASTIC PIPE MUST BE SUITABLY STRAPPED TO PREVENT MOVEMENT OFF THE BEAM.
8. ADDITIONAL SUPPORTS WILL BE REQUIRED AT MECHANICAL COUPLINGS OR VALVES.



Column Side View

F661-01

Figure 12.5.2
Typical Temporary Supports for Pipeline Crossing the Trench - Span exceeds 4.5 m

12.5.5 Supporting Pipelines Parallel to the Trench where the Pipeline is Located within Trench Wall

Two cases exist for pipelines parallel to an excavation.

- trench ≤ 1.2 m deep
- trench > 1.2 m deep

In either instance, the pipeline is not to be exposed unless it is necessary to provide direct support.

Trench wall support is not required for excavations provided the pipeline meets all of the following criteria:

- depth is less than 1.2 metres,
- the pipeline lies at least 0.6 metres from the edge of excavation, or is outside the shaded area as indicated in Figure 12.5.3 and,
- soil is stable (Type 1 or 2).

Trench wall support is required for excavations if any one of the following conditions exists:

- depth is equal to or greater than 1.2 metres
- the pipeline is closer to the edge of the excavation than the minimum allowed distance as indicated in Table 12.5.3
- depth is less than 1.2 metres and the soil is unstable (Type 3 or 4)

NOTE: Adequate support shall remain in place until the backfill material has restored support.

12.5.5.1 Soil Types

Type 1 soil

- is hard, very dense and only able to be penetrated with difficulty by a small sharp object
- has a low natural moisture content and a high degree of internal strength
- has no signs of water seepage
- can be excavated only by mechanical equipment

Type 2 soil

- is very stiff, dense and can be penetrated with moderate difficulty by a small sharp object
- has a low to medium natural moisture content and a medium degree of internal strength
- has a damp appearance after it is excavated

Type 3 soil

- is stiff to firm and compact to loose in consistency or is previously-excavated soil
- exhibits signs of surface cracking
- exhibits signs of water seepage
- if it is dry, may run easily into a well-defined conical pile
- has a low degree of internal strength

Type 4 soil

- is soft to very soft and very loose in consistency, very sensitive and upon disturbance is significantly reduced in natural strength
- runs easily or flows, unless it is completely supported before excavating procedures
- has almost no internal strength
- is wet or muddy
- exerts substantial fluid pressure on its supporting system

Table 12.5.3 gives minimum distances from the edge of the trench to the pipeline in which the excavation influences pipelines.

Table 12.5.3: Minimum Distance from Pipeline to Excavation

Trench Depth	Soil Type 1 & 2 (m)	Soil Type 3 & 4 (m)
> 1.2	0.9	0.9
≥ 2.7	0.9	1
≥ 3.0	0.9	1.5
≥ 3.3	0.9	1.8
≥ 3.6	0.9	2.2
≥ 3.9	0.9	2.5
≥ 4.2	0.9	3
≥ 4.5	1	3.4
≥ 4.8	1.5	3.8
≥ 5.1	2	4.1
≥ 5.4	2.5	4.6
≥ 5.7	3	5
≥ 6	3.4	5.5

*as defined in the Occupational Health and Safety Act.

12.5.5.2 Steel and Polyethylene Pipelines

In the case of a steel or polyethylene pipeline, if the trench bottom is below the water table and one of the following conditions applies, then suitably support the pipe:

- depth is equal to or greater than 1.2 metres
- the pipeline is closer to the edge of the excavation than the minimum allowed distance as indicated in Table 12.5.3
- depth is less than 1.2 metres and the soil is unstable (Type 3 or 4)

For steel and polyethylene pipelines within the minimum distances given in Table 12.5.3, support shall remain in place until backfill material restores support.

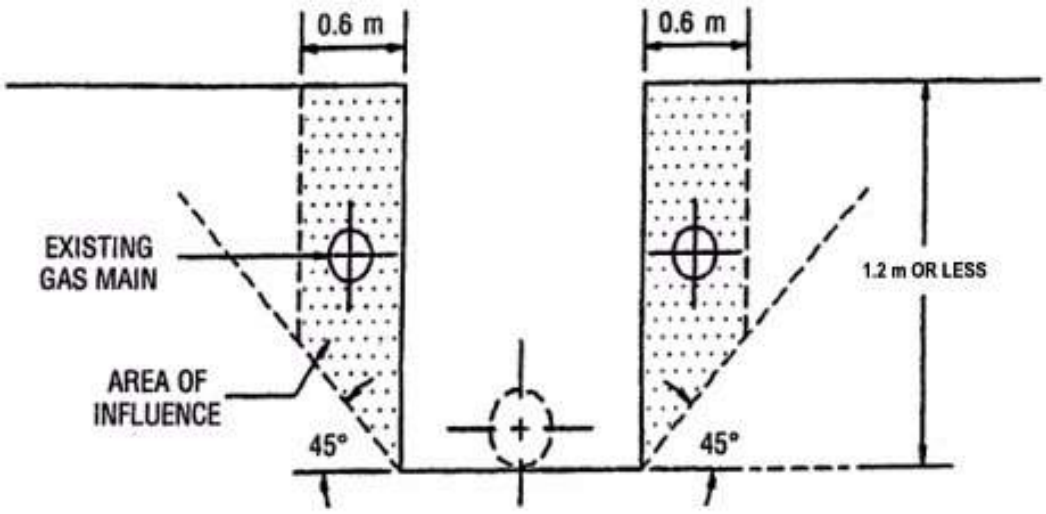
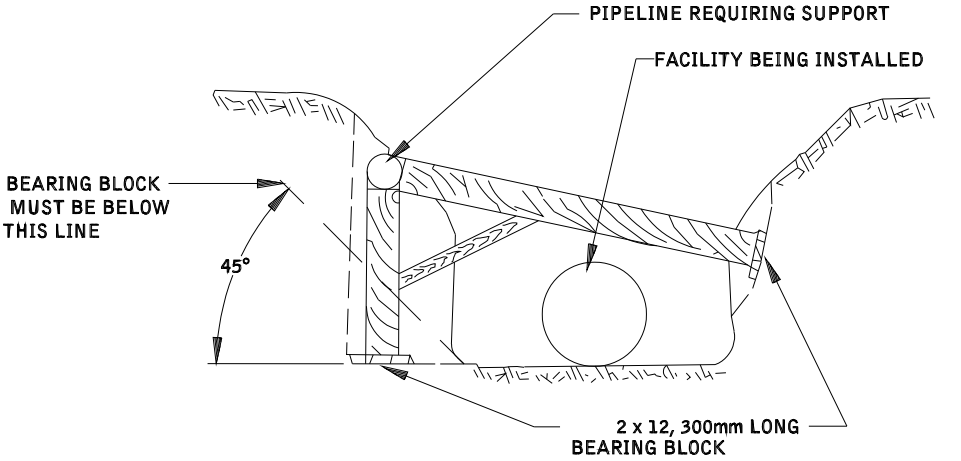


Figure 12.5.3
Influence Lines for Gas Mains Adjacent to Excavations

12.5.6 Supporting Pipelines Parallel to the Trench where the Pipeline is Exposed

Figure 12.5.4 shows a typical temporary support structure for NPS 3/4 to NPS 12 for exposed pipelines parallel to the trench for spans exceeding 4.5 m.



NOTES:

1. SUPPORTS TO BE INSTALLED SUCH THAT UNSUPPORTED PIPE LENGTH DOES NOT EXCEED LENGTH INDICATED IN TABLE 12.5.1
2. LAMINATED 4 x 6 TIMBER BEAM REQUIRED BENEATH ALL NPS 1/2 - NPS 2.
3. LAMINATED 6 x 6 TIMBER BEAM REQUIRED BENEATH ALL NPS 3 - NPS 6.
4. LAMINATED 8 X 8 TIMBER BEAM REQUIRED BENEATH ALL NPS 8 - NPS 12.
5. COLUMN AND BRACE SIZE SHALL MATCH LAMINATED TIMBER BEAM REQUIREMENT.
6. COLUMNS TO BE SPACED AS SPECIFIED BY PIPELINES AND STATIONS OPERATIONS ENGINEERING.
7. PLASTIC PIPE AND COATING ON STEEL PIPE TO BE PROTECTED FROM SUPPORTS AND STRAPPINGS WITH A PIECE OF RUBBER TIRE OR EQUIVALENT.
8. PLASTIC PIPE MUST BE SUITABLY STRAPPED TO PREVENT MOVEMENT OFF THE BEAM.
9. ADDITIONAL SUPPORTS WILL BE REQUIRED AT MECHANICAL COUPLINGS OR VALVES.

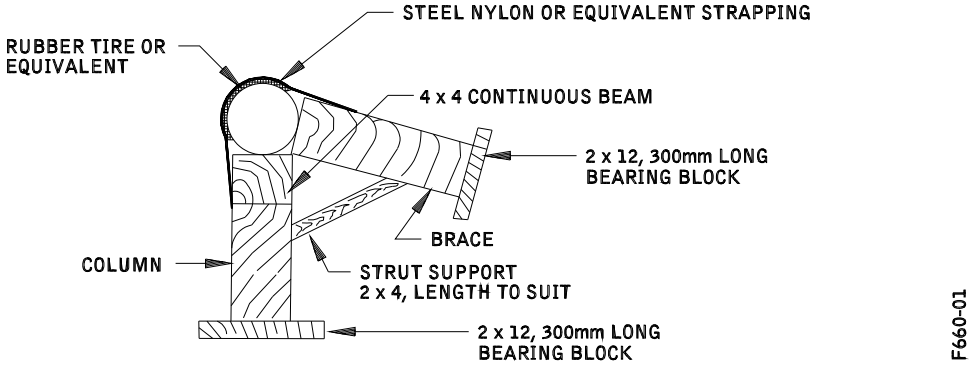


Figure 12.5.4
NPS 3/4 to NPS 12 Temporary Supports - Exposed Pipelines Parallel to Trench - Span exceeds 4.5 m

Appendix 3

PUC Services Inc.
Supplementary Specifications
Electrical Work for
City Roadworks Contracts

Revised: March 16, 2022

REVISION HISTORY

Date	Changes
2009-03-18	Complete rewrite of Specification
2009-08-06	Section 1.5.3 – added reference to URD49 Section 2 – added URD49 to List of Drawings and Certificate of Approval
2012-01-19	Section 2 - Update drawing revisions
2013-01-09	Section 1 – Update all OPSS sections, references and revision dates (DS)
2015-01-19	Section 1: - Update all OPSS sections, references and revision dates (MT) - Addition of 1.10: *PUC Pole and Equipment Support* (MT) - Addition of 1.11: *Hazardous Materials* (MT) - Update of *Table of Contents* (MT)
2015-01-19	Section 2: - Addition of *Pole and Equipment Support DWG #PUC-05-100-A* (MT)
2018-01-16	Section 1.2: - Due to constant requirement to update OPSS Specification revision dates, all dates have been removed from Section 1.2 and replaced with an instruction for the contractor to use the most current revision. See review checklist/spreadsheet indicating most recently reviewed revision of each OPSS Specification (MT). - Removal of OPSS 2432 and any references within the supplementary specification – PUC no longer installs HPS luminaires.
2018-02-07	Sections 1.1.6&7 Added to include indemnification and insurance requirements. Footer: Added footer to entire document to reference revision dates
2019-03-06	Section 1.3 & 1.7.2: - Revision from #4/2 NMWU cable to #4 RWU single conductors. Section 1.8.1: - Removed reference to concrete streetlight poles (no longer used). Section 2 Drawings: - Removal of URD09, - Addition of URD39, A-STLT-001, and A-STLT-002, and - Update of URD43.
2022-03-16	Reviewed drawings to confirm accuracy. New CoA.

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1. SUPPLEMENTARY SPECIFICATIONS

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1.1 General

1) The Contractor must provide the Engineer or his Representative with copies of all underground locate sheets when requested.

2) The Contractor will have a PUC Services lineman present before installation of underground cable or duct into an energized vault, manhole, handbox, duct, pole, or like. The Contractor must provide PUC Services at least forty-eight (48) hour notice.

3) The Contractor must return all removed streetlight poles and fixtures to PUC at 500 Second Line East.

4) It is the responsibility of the Contractor to request, obtain and comply with all PUC standard drawings for related work. Drawings can be requested through PUC Engineering Department at Eng-Dept@ssmpuc.com.

5) The contractor is to ensure that any and all alterations to the PUC electrical distribution or streetlight systems are captured by the Contractor and forwarded to the City of SSM consulting representative for the purpose of final as-built drawings.

6) The Contractor shall indemnify 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 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 work performed pursuant to the Contract by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

7) The Contractor shall deposit with PUC Services liability insurance in a form and with an insurer satisfactory to PUC Services in its sole discretion. The limit of liability shall not be less than $5,000,000.00 inclusive of public liability and property damage. The policy shall name PUC Distribution Inc. and PUC Services Inc. as additional named insureds. The Contractor shall pay any applicable policy premiums and provide evidence that such insurance is in effect prior to the commencement of work.

1.2 Use of Standard OPSS Specifications

The following OPSS Specifications of the most current revision are to be obtained and adhered to by the Contractor for these Supplementary Specifications:

Standard No.	Abbreviated Titles
102	General Specification for Weighing of Materials
106	General Specification for Electrical Work
127	Schedule of Rental Rates for Construction Equipment, Including Model and Specification Reference
128	General Specification for Supply of Pre-Qualified Material and Products
180	General Specification for the Management of Excess Material
206	Construction Specification for Grading
309	Construction Specification for Cold Mixed, Cold Laid, Open and Dense Graded Bituminous Mix
310	Construction Specification for Hot Mix Asphalt

314	Construction Specification for Untreated Granular, Subbase and Base, Surface Shoulder, and Stockpiling
350	Construction Specification for Concrete Pavement and Concrete Base
351	Construction Specification for Concrete Sidewalk
353	Construction Specification for Concrete Curb and Gutter Systems
355	Construction Specification for the Installation of Interlocking Concrete Pavers
401	Construction Specification for Trenching, Backfilling, and Compacting (formerly OPSS 514)
402	Construction Specification for Excavating, Backfilling, and Compacting for Maintenance Holes, Catch Basins, Ditch Inlets, and Valve Chambers (formerly OPSS 516)
403	Construction Specification for Rock Excavation for Pipelines, Utilities, and Associated Structures in Open Cut (formerly OPSS 515)
404	Construction Specification for Support Systems (formerly OPSS 538)
409	Construction Specification for Closed-Circuit Television Inspection of Pipelines
450	Construction Specification for Pipeline and Utility Installation in Soil by Horizontal Directional Drilling
490	Construction Specification for Site Preparation for Pipelines, Utilities, and Associated Structures (formerly OPSS 503)
491	Construction Specification for Preservation, Protection, and Reconstruction of Existing Facilities (formerly OPSS 50
492	Construction Specification for Site Restoration Following Installation of Pipelines, Utilities and Associated Structures (formerly OPSS 507)
501	Construction Specification for Compacting
510	Construction Specification for Removal
517	Construction Specification Dewatering of Pipeline, Utility, and Associated Structure Excavation
518	Construction Specification for Control of Water from Dewatering Operations
602	Construction Specification for Installation of Electrical Chambers
603	Construction Specification for Installation of Ducts
604	Construction Specification for Installation of Cable
615	Construction Specification for Erection of Poles
617	Construction Specification for Installation Roadway Luminaires
801	Construction Specification for the Protection of Trees (formerly OPSS 565)
802	Construction Specification for Topsoil (formerly OPSS 570)
803	Construction Specification for Sodding (formerly OPSS 571)
804	Construction Specification for Seed and Cover (formerly OPSS 572)
905	Construction Specification for Steel Reinforcement for Concrete
1001	Material Specification for Aggregates – General
1002	Material Specification for Aggregates – Concrete
1003	Material Specification for Aggregates – Hot Mix Asphalt
1010	Material Specification for Aggregates – Base, Subbase, Select Subgrade, and Backfill Material
MUNI 1101	Material Specification for Performance Graded Asphalt Cement

1150	Material Specification for Hot Mix Asphalt
PROV 1350	Material Specification for Concrete - Materials and Production
1359	Material Specification for Unshrinkable Backfill
1440	Material Specification for Steel Reinforcement for Concrete

Note: All other OPSS Specifications referred to within the above listed Specifications shall be considered to be part of the above Specifications.

1.3 Supply of Materials

Supply of Materials to be in accordance with **OPSS 128.05.01** *General Specification for Supply of Pre-Qualified Material and Products*. In addition to this standard specification, the following shall apply:

All materials required for the completion of all the Work specified shall be supplied by the Contractor, excepting only such materials as are specifically stated to be supplied by PUC Services for the PUC's Electrical Works as follows:

1. Primary and Secondary Cable
2. Streetlight Cable:
   - #4 RWU single conductors (Black, Red, White, and Green) and #4/3 NMWU cable and #12/2 NMWU street light wire
3. Conduits: Rigid PVC: 50 mm, 75 mm and 100 mm
   - Type DB2: 100 mm and 150 mm
4. Bends (45° and 90°):
   - Rigid PVC: 50 mm, 75 mm and 100 mm
   - Type DB2: 100 mm and 150 mm
5. Couplings (Straight and 5°):
   - Rigid PVC: 50 mm, 75 mm and 100 mm
   - Type DB2: 100 mm and 150 mm
6. Plugs – 100 mm
7. Polymer Concrete Handboxes (with Polymer or Steel Lids)
8. Connectors and Moles for Handboxes
9. Streetlighting:
   - Poles, Streetlight Brackets and associated Hardware
   - Luminaries
   - Wiring Connectors
   - Fusing
   - Electrical Panels
   - Breakers
10. Base and Intermediate Spacers
11. Precast Concrete Splice Vaults
12. Precast Concrete Mini-Transformer Vaults
13. Precast Concrete Junction Unit Vaults
14. Precast Concrete Collars for Splice Vaults (Various Sizes)
15. Manhole Frames and Covers
16. Vault Grounding:
    - Conductor
    - Ground Rods
    - Connectors
17. Electrical Hazard Sign and Post

PUC Services will endeavour to have the items available for use when required, but failure to do so shall not entitle the Contractor to any compensation for delay other than extension to the time of completion, which shall be determined by the Engineer.

The Contractor shall obtain a PUC Services "Material Requisition Form" to authorize pick up of material from PUC. The form shall be signed by the Owner's Representative and shall entitle the Contractor to receive only those materials as are specifically indicated on the form.

All material supplied by the PUC Services for the PUC Electrical Work completion of the Work shall be picked up by the Contractor at 500 Second Line East between the hours 8:00am and 4:00pm.

1.4 Site Preparation

Site Preparation to be in accordance with **OPSS 310** *Construction Specification for Hot Mix Asphalt***, OPSS 490** *Construction Specification for Site Preparation for Pipelines, Utilities, and Associated Structures***, OPSS 401** *Construction Specification for Trenching, Backfilling & Compacting* and **OPSS 801** *Construction Specification for the Protection of Trees*. In addition to these standard specifications, the following shall apply:

1.4.1 Access

The Contractor shall provide all necessary flaggers, signs, warning lights and barricades required to direct and protect public vehicular and pedestrian traffic in accordance with the Ministry of Transportation Traffic Control Manual for Roadway Work Operations and its amendments as they are issued as well as any municipal requirements.

1.4.2 Trees and Shrubs

OPSS 490.07.04 & OPSS 801.07: The Contractor shall protect from injury all trees and shrubs on or near the line of Work and on private property.

Where the line of a trench passes close to trees, the Contractor shall construct barriers for tree protection. Excavated material shall not be placed in contact with any tree, and the cutting of branches will not be allowed except with the written approval of the Engineer. No extra payment will be allowed the Contractor on account of any expense incurred in protecting existing trees, and the Contractor shall be responsible for any damage done to the trees by the Contractor's workers, trucks or equipment.

1.4.3 Cutting Existing Pavement

OPSS 310.07.02: The unit bid price for this item shall include all labour, equipment and material required to cut the existing pavement in locations shown on the contract drawings and as directed by the Engineer.

The Contractor shall ensure that all roadway pavement be saw cut by means of suitable mechanical sawing equipment capable of producing a straight clean vertical face.

Cuts on arterial and collector streets are to be made diagonally at approximately twenty (20) degrees from perpendicular to the flow of traffic.

1.4.4 Earth Excavation

For all trenching operations, the requirements for excavation as specified in the Occupational Health and Safety Act and Regulations for Construction Projects must be adhered to.

OPSS 401.07.09: The Contractor shall ensure that trenches shall be excavated to the required grades, with allowance for bedding as specified. All slides and caves shall be at the cost of the Contractor and he shall refill, at his own expense, any cavities so caused with such material and in such a manner as is specified for backfill in that section of the Work.

The Contractor shall ensure that the minimum width of trenches be 75 mm greater than the outside conduits of the duct run.

The Contractor shall ensure that all primary cable and secondary cable trenches be a minimum of 300 mm wide.

The Contractor shall ensure that excavation for handholes be a minimum of 150 mm greater than the outside dimension unless stated otherwise. The Contractor shall employ such construction methods and precautions that shall ensure the excavations remain stable and dry.

The Contractor shall ensure that excavation for Transformer, Splice and Junction Vaults be a minimum of 200 mm greater than the dimension unless stated otherwise.

1.5 Concrete Encased Duct Bank Installation

Concrete Encased Duct Bank Installation to be in accordance with **OPSS 401** *Construction Specification for Trenching, Backfilling and Compacting*, **OPSS 603** *Construction Specification for Installation of Ducts* and **OPSS PROV 1350** *Material Specification for Concrete - Materials and Production*. In addition to these standard specifications, the following shall apply:

1.5.1 Concrete

OPSS PROV 1350.05: The Contractor shall ensure that concrete for all ductwork have a maximum aggregate of 9.5 mm (3/8") and strength of at least 20 MPa (3000 p.s.i.). Steel reinforced – shall be as per OPSS 1440.

1.5.2 Excavation

OPSS 603.07.05 & OPSS 401.07.10: The Contractor shall ensure that the maximum width and depth of duct bank excavation be as specified in the tender drawings or as directed by the Engineer.

The Contractor shall ensure that the depth of the trench be such as to provide the minimum cover specified in the plans and specifications. Conduit runs will be graded from end to end in such a manner as to allow drainage into the manhole, with no depressions formed which might allow the accumulation of water, unless authorized by the Engineer, in writing. There shall be no sags or depressions in which water can accumulate.

If it should be found during construction that in special cases obstructions are encountered that necessitate placing the ducts at a greater depth than specified; only additional excavation in excess of 0.3 metres from the proposed grades will be considered for payment.

1.5.3 Duct Bank Construction

OPSS 603.07.07: 50 mm (2”), 75 mm (3”), 100 mm (4”) Rigid Ducts or 100 mm (4”), 150 mm (6”) Type DB2 Vinyl ducting (for Concrete encasement) is to be used for the duct runs. The monolithic method of placement is to be employed. The conduits are all to be assembled as specified in the Drawings or as directed by the Engineer. When unsuitable earth materials are encountered in the trench bottom, it shall be removed and replaced with suitable materials as directed by the Engineer. The whole assembly is to be wired together and concrete poured and thoroughly worked between and around the conduits. Concrete should be wet enough to be workable, but not such as to sacrifice final strength.

The number and arrangement of ducts to be laid in any one run or portion of a run shall be as shown on the attached Drawings, except where the Engineer orders otherwise.

The Contractor shall have on hand at all times the necessary tools to cut the conduit and he will not be entitled to any compensation for this Work.

Whenever Work is suspended, the ends of the ducts shall be protected by means of suitable plugs.

Defective conduit must not be laid under any circumstances.

Refer to PUC drawings URD36 and URD49

1.5.4 Testing Conduit

OPSS 603.07.19.02: When the conduit between any two point has been laid, the manholes finished and the Work otherwise completed and set, there shall be drawn or blown through each duct, in the presence of a PUC Inspector a testing device of a diameter 6 mm (¼") less than the diameter of the duct. The Contractor shall supply this device. The device used shall be preapproved by PUC prior to testing conduit. Any obstruction found in the duct must be removed to the satisfaction of the PUC Inspector, and the duct system left perfectly clean. Due notice must be given by the Contractor of his wish to do this testing in order that suitable arrangements may be made for the inspection. The Contractor shall arrange for the testing time and provide forty-eight (48) hours' notice.

No Work will be accepted by the Engineer as complete until the device has been satisfactorily passed through each duct in the run herein provided. It shall be understood that in addition to all other requirements, nothing whatsoever shall relieve the Contractor from the requirements herein set forth, i.e. at his expense to pass the device through each duct run from point to point to the satisfaction of the Engineer.

The Contractor shall repair or replace in full any duct or duct structure which has failed said testing or that is inadequate for its intended purpose. All associated costs inclusive of labour, materials and equipment shall be borne by the Contractor.

Should the Contractor wish to use a special mandrel to clear obstructions from ducts, a Corporation inspector must witness the Work and notification of such Work must be given to the Engineer.

1.6 Electrical Chambers Installation

Electrical Chambers Installation to be in accordance with **OPSS 602** *Construction Specification for Installation of Electrical Chambers*. In addition to this standard specification, the following shall apply:

1.6.1 Manholes

1.6.1.1 Mortar Mix

OPSS.602.05.11: The Contractor shall ensure that bricks be laid with 6 mm (¼") mortar between successive courses and the manhole frame shall be set on a mortar bed.

1.6.1.2 Bricks

Bricks shall be hard burned clay and shall conform to CSA A82.1, Type FBS or equivalent strength concrete suitable for exterior application. The Contractor shall ensure that a minimum of two courses of standard size 67 mm x 93 mm x 200 mm (2½" x 3-3/4" x 8") concrete brick be used to build up manhole chimneys prior to receiving the frame and cover.

1.6.1.3 Manhole Access

The Manhole Access Chimney shall be in accordance with URD40

1.6.2 Precast Concrete Electrical Chambers

OPSS 602.07.07: Depending on ground bearing conditions 30 mm of Granular "A" and 150 mm of sand maybe required for base. Electric hazard sign and post to be installed as shown (Drawing No. URD05 and URD21) between foundation and curb. Connect hazard signpost to ground grid and leave approximately 1.0 metre of ground straps above top of foundation unit.

1.6.3 Electrical Handboxes

OPSS 602.07.11.02: Handboxes will be an enclosure of rectangular shape, constructed of either polymer concrete top and base for street lights or steel/polymer concrete tops and F.R.P. base for distribution. Choice of lid material for distribution handboxes will be at the discretion of PUC, though residential applications typically use steel lids. These handboxes shall be located as designated on the drawings. Care shall be taken by the Contractor to make sure that these handboxes are installed to the required elevation. Typically residential handboxes will be installed at 150 mm below finished grade and street lighting to be installed at finished grade. Handboxes shall be placed on a 150 mm cushion of sand. It is to be noted that all secondary connections must be made by a Licensed Electrical Contractor.

Refer to PUC drawing no. URD35

1.7 Cable Installation

Cable Installation to be in accordance with **OPSS 604** *Construction Specification for Installation of Cable*. In addition to this standard specification, the following shall apply:

1.7.1 Coils and Slack Cable

OPSS 604.07.06: Sufficient cable, as shown below, shall be provided at each enclosure to permit future connections:

Enclosure	Cable Length
Service Handbox	2 metres
Streetlight Pole	2 metres
Mini-Pad Vault	5 metres
Junction-Unit Vault	5 metres
Switchgear Vault	5 metres

For the purposes of payment, the extra lengths of cable in above table shall not be included as part of the installed lengths.

1.7.2 Cable in Ducts and Direct Buried

OPSS 604.07.10 & OPSS 604.07.11: All cable shall be installed in accordance with the details shown on the Contract Drawings. Cable length shall be continuous between enclosures and shall be installed carefully to avoid damage to the cable. Cable reels, which must remain on site, shall be properly protected and enclosed to prevent damage and/or theft to the cable. All bare connectors and conductors shall be properly insulated. Primary cable, which is installed in a vault, shall be supported and the ends adequately protected from ingress of water.

The following are the standard types of cable to be provided for installation:

Type	Cable
Primary	350MCM 15 kV Concentric Neutral
Primary	#2 Concentric Neutral 15 kV
Secondary	350 MCM U/G Triplex
Secondary	3/0 U/G Triplex
Streetlighting	#4 RWU single conductor, #4/3 NMWU
Streetlighting	#12/2 NMWU

1.7.3 Sand Bedding for Direct Buried Cable

To be used for cable protection, the sand should consist of clean, hard, uncoated grains free from organic matter, vegetable loam, alkali, or other deleterious substances.

Sand for cable protection should range in size from fine to course, with not less than ninety-five percent (95%) passing a No. 4 sieve, preferably not more than thirty percent (30%) passing nor five percent (5%) or eight percent (8%), if screenings passing a No. 100 sieve.

1.8 Roadway Lighting

Roadway Lighting to be in accordance with **OPSS 604** *Construction Specification for Installation of Cable,* **OPSS 615** *Construction Specification for Erection of Poles* and **OPSS 617** Construction *Specification for Installation Roadway Luminaires.* In addition to these standard specifications, the following shall apply:

All Roadway Lighting installations to be in accordance with OESC 22.1.

The Contractor shall provide the PUC Services with a copy of the ***Application for Inspection*** and ***Authorization for Connection*** for the complete Roadway Lighting system.

1.8.1 Streetlight Poles

OPSS 615.07.03: Poles to be installed are galvanized steel and range from 35 feet to 45 feet. Poles shall be installed in accordance with the supplied drawings. In digging the holes to allow pole setting, extreme care shall be taken to avoid disturbing the earth around the hole, other than that required to be excavated. The holes shall be dug by hand, with an earth auger or by the use of a vacuum truck. A good quality gravel backfill is to be used; this gravel is to be tamped as it is installed. Care shall be taken to see that the pole wiring aperture will allow the street lighting arm to be at right angles with the curb line of the street.

OPSS 615.07.04: Decorative poles and galvanized poles, (which require bases) will be installed on top of poured concrete bases. Shims will be used to straighten poles only when required.

1.8.2 Luminaires

OPSS 617.05: LED luminaries will be used at the direction of PUC Services. Care shall be taken to see that they are properly levelled. Wiring of the luminaire is to be #12/2 NMWU.

The Contractor shall ensure that connections be made to the underground cable in the pole at the handhole location using unitap, fusing and proper ground connectors as per PUC standards and ESA requirements.

1.8.3 Underground Streetlight Wiring

OPSS 604.07: All connections at poles are to be made above ground in the pole handhole. The connection in handholes will use approved PUC provided connectors.

It is to be noted that all secondary connections must be made by a Licensed Electrical Contractor

Refer to drawings URD43, A-STLT-001, and A-STLT-002.

1.8.4 Marking Tape

Marking tape shall be 75 mm wide polyethylene or copolymer material, colour red, with repeating black lettering “Caution – Buried Electric Line” or similar message.

1.9 Site Restoration

Note: When these specifications are provided as supplementary to municipal roadway contracts all requirements for restoration in municipal road allowance will be to the City's requirements. In the event of conflict between this section and the City requirements, the City requirements will take precedence

Backfilling and Compacting to be in accordance with **OPSS 309** Construction Specification for Cold Mixed, Cold Laid, Open and Dense Graded Bituminous Mix, **OPSS 310** *Construction Specification for Hot Mix Asphalt,* **OPSS 350** *Construction Specification for Concrete Pavement and Concrete Base,* **OPSS 351** *Construction Specification for Concrete Sidewalk,* **OPSS 353** *Construction Specification for Concrete Curb and Gutter Systems,* **OPSS 355** *Construction Specification for the Installation of Interlocking Concrete Pavers,* **OPSS 401** *Construction Specification for Trenching, Backfilling and Compacting,* **OPSS 492** Construction Specification for Site restoration Following Installation of Pipelines, utilities and Associated Structures, **OPSS 802** *Construction Specification for Topsoil* and **OPSS 803** *Construction Specification for Sodding*. In addition to these standard specifications, the following shall apply:

1.9.1 Trench Backfill

1.9.1.1 Vehicle Accessible

The Contractor shall ensure that the trench be backfilled with selected excavated material up to the depth of the existing road base, but not closer than 600 mm from the road surface. Compaction shall be ninety-five percent (95%) Standard Proctor Density.

The Contractor shall ensure that the remainder of the trench to within 150 mm of the road surface be backfilled with Granular "B" material and compacted to one hundred percent (100%) Standard Proctor Density.

The Contractor shall ensure that the remaining 150 mm shall be backfilled with Granular "A" material and compacted to one hundred percent (100%) Standard Proctor Density.

Refer to PUC drawing no. URD33

1.9.1.2 Vehicle Inaccessible

The Contractor shall ensure that the trench be backfilled with selected excavated material suitable compacted. Native and imported material shall be approved by the Engineer. All material shall be free from frozen lumps, cinders, ashes, refuse, vegetable or organic matter, rocks and boulders over 150 mm in any dimension, and other deleterious material.

1.9.2 Topsoil and Sod

In the event that during the execution of the Work subsurface conditions at the site are found to differ materially from those indicated in the Contract Documents and soil report, or otherwise represented by the Corporation or Owner's Representative to the Contractor, then the Contractor shall promptly notify the Owner's Representative in writing of such conditions and the Owner's Representative shall promptly investigate such conditions, and if he finds that they differ materially and will result in an increase or decrease in the cost of, or time required for performance of the Contract, the parties shall adjust their differences equitably.

OPSS 802, OPSS 803.05 & OPSS 803.07: Payment shall be per square metre and shall be compensation in full for supplying all labour and equipment necessary for, supply of topsoil, excavation, trimming, base preparation for topsoil, placing topsoil, sodding and watering fertilizer and such other materials as may be necessary to complete the Work as required. The unit price for these items includes the supply, placing and grading of fill, which is required before placing topsoil.

Imported fill, if required, shall be approved by the Engineer. All sod shall be nursery sod as per **OPSS 803**; all topsoil shall be in strict accordance with **OPSS 802.05.01** and shall be placed to a minimum of 75 mm.

1.9.3 Restoring Municipal Roadways

Backfill, compaction and restoration of all excavations must meet municipal requirements for streets, boulevards, sidewalks, curbs and gutters.

The Contractor shall place a minimum of 38 mm of hot mix Asphalt or Granular "A" as required by the city or as directed by the Engineer for temporary restorations.

All hyper-mix (cold patch) shall be placed as per **OPSS 309**. Hyper-mix shall be used when a hard surface patch is required and asphalt is not reasonably available upon consultation with the Engineer

1.9.4 Restoring Pavement

The thickness of the asphalt for Class A pavements shall be that defined by the City in their summary report on Asphalt Thickness' on all roads in the city. A copy of the report will be provided to the successful bidder.

All Class "B" and surface treated pavement including private driveways are to be repaired with a 50 mm layer of HL3.

For major arteries (i.e. truck routes and major collector roads), once they are fully reconstructed, shall be repaired using a heavy duty binder course (HDBC) with a dense friction course (DFC) as a surface course. A list of streets requiring this resurfacing will be supplied to the successful contractor.

Asphalt patches larger than 24 metres wide or 30 metres long shall restored using an asphalt spreader.

Joints shall conform to **OPSS 310.07.02**.

1.9.5 Hot Mix Patching

OPSS 310.07.10: All roadway pavements shall be saw cut by means of suitable mechanical sawing equipment capable of producing a straight clean vertical face.

Cuts on arterial and collector streets are to be made diagonally at approximately twenty (20) degrees from perpendicular to the flow of traffic.

The thickness of the asphalt for Class A pavements shall be that defined by the City in their summary report on Asphalt Thickness' on all roads in the city. A copy of the report will be provided to the successful bidder.

All Class "B" and surface treated pavement including private driveways are to be repaired with a 50 mm layer of HL3.

For major arteries (i.e. truck routes and major collector roads), once they are fully reconstructed, shall be repaired using a heavy duty binder course (HDBC) with a dense friction course (DFC) as a surface course. A list of streets requiring this resurfacing will be supplied to the successful contractor.

Asphalt patches larger than 24 metres wide or 30 metres long shall be restored using an asphalt spreader.

1.9.6 Placing Concrete

OPSS 350.07.03: Concrete shall be placed 150 mm thick

1.9.7 Placement of Concrete

OPSS 351.07.07: The thickness of sidewalk sections shall be 150mm thick for all sections.

Driveway depressions and wheel chair ramps shall be installed where required as shown in the detail drawings and as directed by the Owner's Representative.

1.9.8 Expansion Joints

OPSS 351.07.10.04: Expansion Joints shall be recessed 6mm and placed at 6.0 metre intervals and at each end of the repair.

1.9.9 Joints

OPSS 353.07.10: Expansion Joint material shall be depressed 6 mm and located at 6.0 metre intervals and at each end of the repair.

1.9.10 Interlocking Bricks

OPSS 355: Interlocking Brick is usually stored with the Homeowner when removed from private driveways and Interlocking Brick removed from City Boulevards is stored at 500 Second Line East. The Contractor shall be required to pick up the Interlocking Brick at this location and deliver to location for re-installation.

Damaged Brick is not to be re-installed and the Contractor shall be responsible for providing a matching replacement. Any variance from matching the existing Brick in style or colour must be approved by the Homeowner and Corporation prior to placement.

The Unit Price shall include all Labour, Equipment and Material required to complete the Work.

1.10 PUC Pole and Equipment Support

The Contractor is to ensure that any and all PUC plant affected by the excavation work that is encroached upon and/or supported is done so in accordance with PUC Service Inc.'s ***Pole/Equipment Support of PUC Facilities Including Road Reconstruction and Public ROW Projects***. All PUC Operations costs incurred in regards to pole and equipment support are the responsibility of the contractor. For costs related to pole support, contact PUC Engineering. ***Contractor Pole Support Checklist*** is available through PUC Engineering, upon request, and is to be used as a guideline only.

1.11 Hazardous Materials

Designated Substance is defined as a biological, chemical or physical agent or combination thereof prescribed as a designated substance to which the exposure of a worker is prohibited, regulated, restricted, limited, or controlled.

Any instance where the Contractor may be in proximity to designated substances as a result of working on or in proximity to PUC electrical plant, the Contractor shall comply with PUC's policies and procedures. (06-09 Designated Substance Assessment and Hazardous Material Control Procedures and 06-10 Hazardous Material Control and Emergency Preparedness Plan).

2. DRAWINGS

2.1 List of Drawings and Specifications

Note: Contractor is responsible for contacting PUC Engineering to obtain most current standard drawings as indicated below.

		PLAN NO.
1.	Certificate of Approval for Section 4 of Ontario Regulation 22/04	
2.	Concrete Encased Road Crossing Detail	URD01
3.	Typical Trench in Boulevard	URD02
4.	Precast Concrete Vault Footing Detail	URD04
5.	Junction Unit Foundation and Installation	URD05
6.	Footing Detail for Decorative Streetlight	URD08
7.	Mini-Pad Transformer Vault Installation	URD21
8.	Footing Detail for Steel Streetlight Poles	URD25
9.	Streetlight Detail - Round Tapered Galvanized Direct Buried Poles	URD26
10.	Handbox Installation at Grade and at 150mm Below Grade	URD35
11.	Typical Duct Configurations and Elevations	URD36
12.	Streetlight Pole Wiring Detail (240V)	URD39
13.	Manhole Chimney Extension	URD40
14.	Streetlighting/Traffic Joint Use base Mounted Pole	URD41
15.	Streetlighting/Traffic Joint Use Direct Buried Pole	URD42
16.	Streetlighting Cable Taping and Tagging	URD43
17.	Concrete Encased Duct in Boulevard	URD49
18.	Precast Concrete Vault Detail	ME9-A
19.	Pole and Equipment Support Requirements	PUC-05-100-A
20.	U/G Street Lighting from a 240V Source with One Circuit	A-STLT-001
21.	U/G Street Lighting from a 240V Source with 2 to 4 Circuits	A-STLT-002

* = Drawing has been updated from previous year.

** = Drawing has been added since last revision.

Certificate of Approval

Supplementary Specifcations - Electrical Works
For City Roadwork Contracts

Standard Design or Drawing Number	Revision	Description
URD01	3	Concrete Encased Road Crossing Detail
URD02	5	Typical Trench in Boulevard
URD04	2	Precast Concrete Vault Footing Detail
URD05	3	Junction Unit Foundation and Installation
URD08	2	Footing Detail for Decorative Streetlight
URD21	2	Mini-Pad Transformer Vault Installation
URD25	2	Footing Detail for Steel Streetlight Poles
URD26	3	Streetlight Detail - Round Tapered Galvanized Direct Buried Poles
URD35	1	Handbox Installation at Grade and at 150mm Below Grade
URD36	2	Typical Duct Configuration and Elevations
URD39	1	Streetlight Pole Wiring Detail (240V)
URD40	0	Manhole Chimney Extension
URD41	1	Streetlighting/Traffic Joint Use Base Mounted Pole
URD42	1	Streetlighting/Traffic Joint Use Direct Buried Pole
URD43	1	Streetlighting Cable Taping and Tagging
URD49	0	Concrete Encased Duct in Boulevard
ME9-A	80-9-22	Precast Concrete Vault Detail
PUC-05-100-A	0	Pole and Equipment Support Requirements When Excavating in the Vicinity to PUC Plant
A-STLT-001	4	U/G Street Lighting from a 240 Volt Source with One Circuit
A-STLT-002	3	U/G Street Lighting from a 240 Volt Source with Two to Four Circuits

Certificate of Approval
The installation work covered by this document meets the safety requirements of Section 4 of Regulation 22/04

Darren Seabrook — **Name**

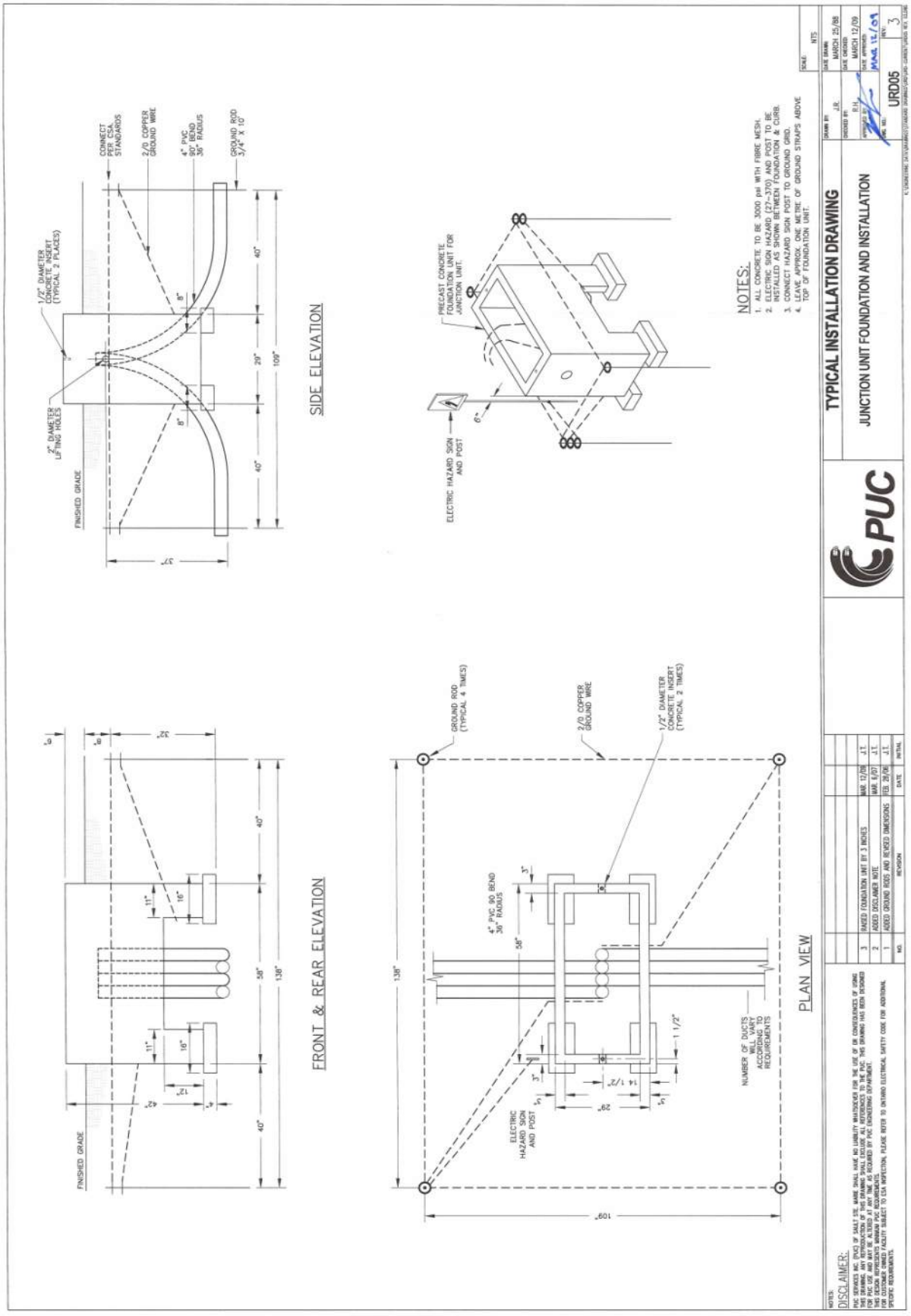
2022.03.16 — **Date**

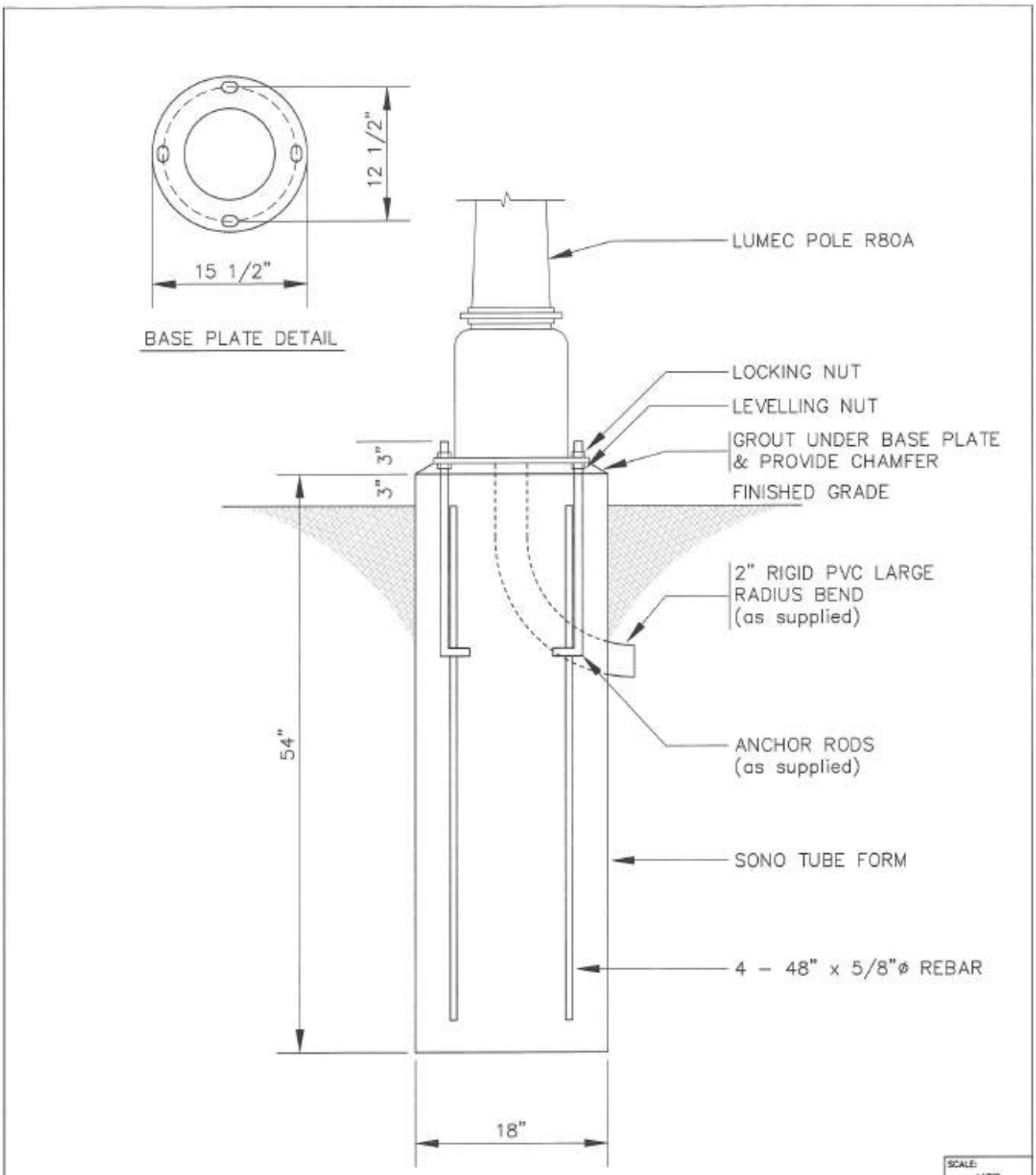
D. Seabrook P.Eng — **Signature & Professional Designation**

TYPICAL INSTALLATION DRAWING
CONCRETE ENCASED ROAD CROSSING DETAIL
PUC
Drawn by: D.D.
Checked by: R.H.
Approved by:
Drawing Number: URD01
Scale: NTS
Date: FEB. 21/89
Date: MAR. 12/09
Date: MAR. 12/09
Rev. 3
TYPICAL PROFILE OF CLASS 'A' ROAD CROSSING
TYPICAL PROFILE OF CLASS 'B' ROAD CROSSING
SECTION OF CONCRETE ENCASED ROAD CROSSING
NOTES:
1. REFER TO DRAWING URD36 FOR ADDITIONAL INSTALLATION INFORMATION.
2. CAP BOTH ENDS OF DUCT AND STAKE LOCATION.
3. ALL DIMENSIONS IN MILLIMETERS.
No. Revision Date Initial
3 REVISED REFERENCES AND COMBINED DWG URD01 AND URD36 MAR. 12/09 J.T.
2 REVISED BORDER AND CONCRETE ENCASED ROAD CROSSING MAR. 14/06 J.T.
1 ADDED WARNING TAPE 04/03/11 J.T.
K:\ENGINEERING DATA\DRAWINGS\STANDARD DRAWINGS\URD\URD-CURRENT\URD01 REV. 03.DWG

CENTRELINE ELEVATION
OF ROAD
HOUSE SIDE
ROAD SIDE
BACKFILL
MARKING TAPE WHEN TRENCH IS FOR OR IN CONJUNCTION WITH STREETLIGHT CABLES (LOCATED MIDWAY)
SELECTED EXCAVATED MATERIAL
RIGID PVC DUCT CONTAINING P.U.C. SECONDARY & STREETLIGHT CABLES
MULTIPLE 100 mm RIGID PVC DUCT CONTAINING U/G PRIMARY CABLES
T.V.
PUC
BELL
TOP
450
150
150
750 (MINIMUM)
300
300 (SEE NOTE)
1050 (MINIMUM)
300 (MINIMUM)
DETAIL 1
DIRECT BURIED DUCT
LOW VOLTAGE ONLY
DETAIL 2
DIRECT BURIED DUCT
HIGH AND LOW VOLTAGE
NOTES:
TRENCH TO BE A MINIMUM OF 300 mm OR AS REQUIRED TO MAINTAIN 25 mm SEPARATION BETWEEN DUCTS.
TYPICAL INSTALLATION DRAWING
TYPICAL TRENCH IN BOULEVARD
PUC
Scale: NTS
Drawn by: D.D. Date: FEB. 21/89
Checked by: R.H. Date: MAR. 12/09
Approved by: Date:
Drawing Number: URD02
Rev. 5
No. Revision Date Initial
5 ADDED TRENCH WIDTH/DUCT SEPARATION NOTE SEP. 18/09 J.T.
4 REVISED DIMENSIONS AND SYMBOLOGY MAR. 12/09 J.T.
3 REVISED SYMBOLOGY APR. 3/06 J.T.
2 REVISED BORDER AND SECONDARY/STREETLIGHT CABLE DEPTH MAR. 16/06 J.T.
1 ADDED WARNING TAPE 04/03/11 J.T.

NOTE:
1. THIS DRAWING TO BE READ IN CONJUNCTION WITH PRECAST CONCRETE VAULT DETAILS DWG. NUMBERS ME9-A, URD05 AND URD21 WHERE VALUES WILL BE PROVIDED FOR DIMENSIONS X AND Y.
2. WHEN INSTALLING PRECAST CONCRETE VAULT PER ME9-A, GROUND IN ACCORDANCE WITH URD21.
DISCLAIMER:
PUC SERVICES INC. OF SAULT STE. MARIE SHALL HAVE NO LIABILITY WHATSOEVER FOR THE USE OF OR CONSEQUENCES OF USING THIS DRAWING. ANY REPRODUCTION OF THIS DRAWING SHALL EXCLUDE ALL REFERENCES TO PUC SERVICES INC.
THIS DRAWING HAS BEEN DESIGNED FOR PUC SERVICES INC. USE AND MAY BE ALTERED AT ANY TIME AS REQUIRED BY PUC SERVICES INC. ENGINEERING DEPARTMENT.
SEE NOTE 1
Y
200 mm
A
400 mm
X
SEE NOTE 1
GRANULAR "A"
VAULT LOCATION
CONCRETE BLOCK
FOOTING PLAN
BACKFILL WITH SAND TO 150 mm ABOVE CABLES.
VAULT LOCATION
CONCRETE BLOCK
150 mm
GRANULAR "A"
COMPACTED GRANULAR "A"
300 mm
100 mm
SECTION A–A
Scale: NTS
TYPICAL INSTALLATION DRAWING
PRECAST CONCRETE VAULT
FOOTING DETAIL
PUC
Drawn by: D.D.
Date: FEB. 24/89
Checked by: R.H.
Date: MAR. 12/09
Approved by:
Date: MAR. 13/09
Drawing Number: URD04
Rev. 2
No. Revision Date Initial
2 REVISED NOTES MAR. 12/09 J.T.
1 REVISED BORDER AND DIMENSIONS MAR. 17/06 J.T.
K:\ENGINEERING DATA\DRAWINGS\STANDARD DRAWINGS\URD\URD-CURRENT\URD04 REV. 02.DWG


SIDE ELEVATION
FRONT & REAR ELEVATION
PLAN VIEW
PRECAST CONCRETE FOUNDATION UNIT FOR JUNCTION UNIT.
ELECTRIC HAZARD SIGN AND POST
NOTES:
1. ALL CONCRETE TO BE 3000 psi WITH FIBRE MESH.
2. ELECTRIC SIGN HAZARD (27-370) AND POST TO BE INSTALLED AS SHOWN BETWEEN FOUNDATION & CURB.
3. CONNECT HAZARD SIGN POST TO GROUND GRID.
4. LEAVE APPROX. ONE METRE OF GROUND STRAPS ABOVE TOP OF FOUNDATION UNIT.
TYPICAL INSTALLATION DRAWING
JUNCTION UNIT FOUNDATION AND INSTALLATION
PUC
URD05
DISCLAIMER:



SCALE: NTS

PUC SAULT STE. MARIE, ONTARIO

No.	Revision	Date	Initial
2	REVISED DRAWING TITLE	MAR. 12/09	J.T.
1	REVISED BORDER	MAR. 17/06	J.T.

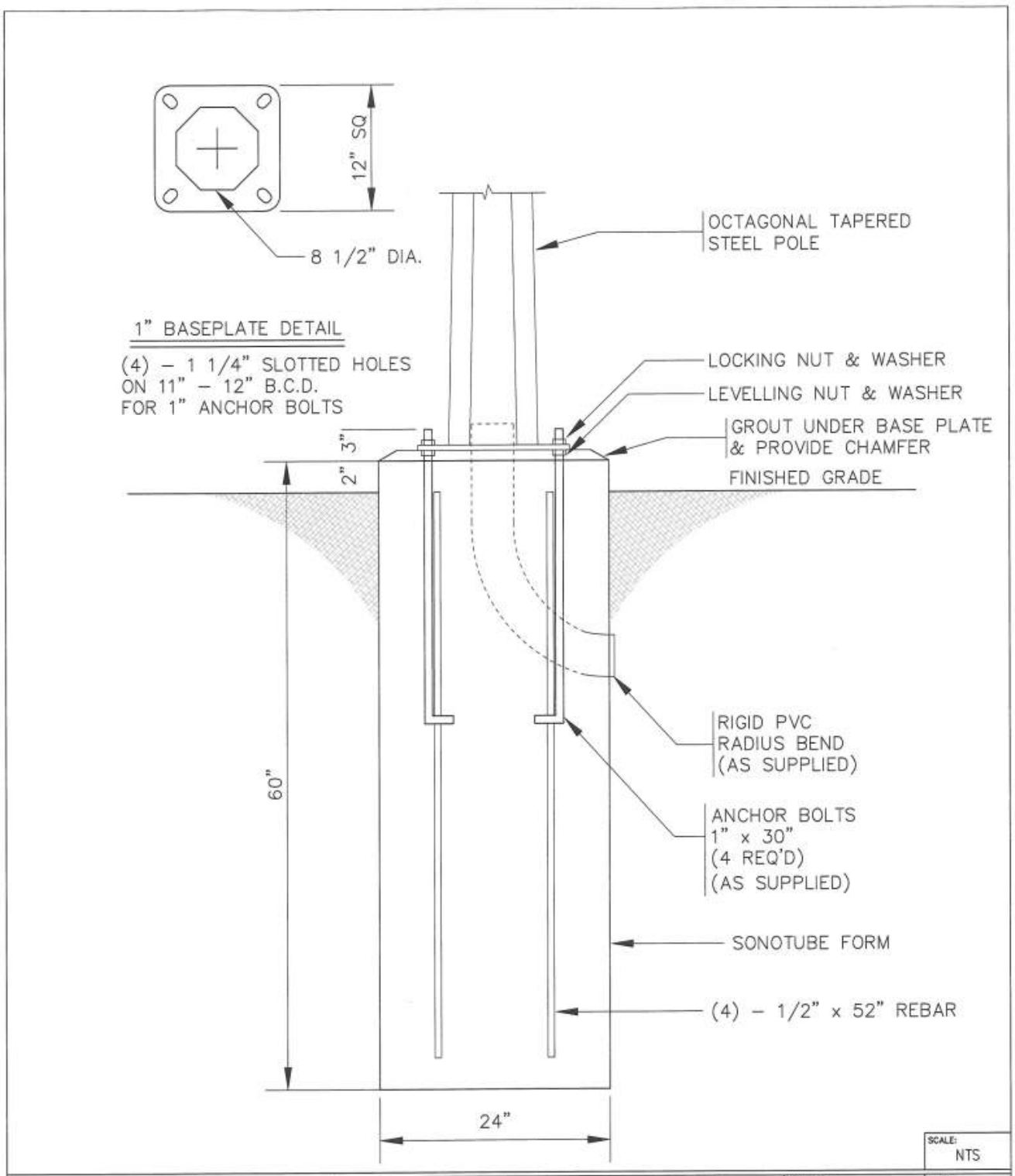
TYPICAL INSTALLATION DRAWING

FOOTING DETAIL FOR DECORATIVE STREETLIGHT

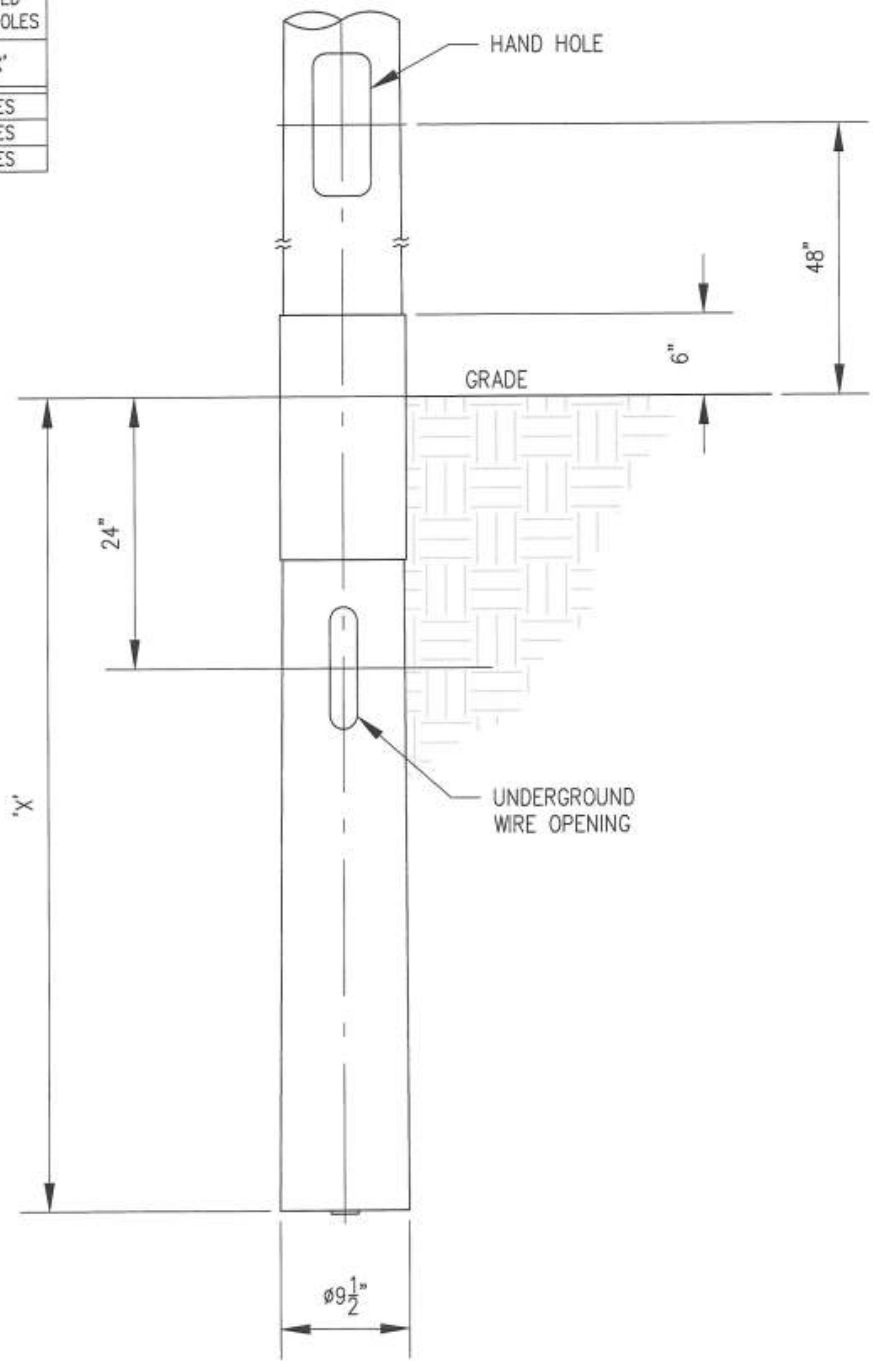
DRAWN BY:	V.F.	DATE:	MAY 95
CHECKED BY:	R.H.	DATE:	MAR. 12/09
APPROVED BY:		DATE:	MAR 12/09
Drawing Number:	URD08	Rev.	2

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CONNECT AS PER C.S.A. STANDARDS
FINISHED GRADE
2/0 COPPER GROUND WIRE
GROUND ROD 3/4"ø x 120" LONG
SIDE ELEVATION
NOTES:
1. DEPENDING ON GROUND BEARING CONDITION 12" OF GRANULAR "A" AND 6" OF SAND MAYBE REQUIRED FOR A BASE.
2. ELECTRIC HAZARD SIGN (27-370) AND POST TO BE INSTALLED AS SHOWN BETWEEN VAULT AND CURB.
3. CONNECT HAZARD SIGN POST TO GROUND GRID.
4. LEAVE APPROX. 39" OF GROUND STRAPS ABOVE TOP OF FOUNDATION UNIT.
ELECTRIC HAZARD SIGN AND POST
6"
GROUND ROD TYPICAL - (4) TIMES
2/0 COPPER GROUND WIRE
126"
48"
39"
ELECTRIC HAZARD SIGN AND POST
8" TYP.
16" TYP.
39"
39"
117"
PLAN VIEW
FINISHED GRADE
42"
4"
15"
6"
FRONT ELEVATION
PUC
TYPICAL INSTALLATION DRAWING
MINI-PAD TRANSFORMER VAULT INSTALLATION
Scale: NTS
Drawn by: J.R. Date: MAR 22/88
Checked by: R.H. Date: MAR. 12/09
Approved by: Date: MAR 12/09
Drawing Number: URD21 Rev. 2
2 RAISED VAULT TO 6 INCHES ABOVE GRADE MAR. 12/09 J.T.
1 ADDED GROUND RODS FEB. 28/06 J.T.
No. Revision Date Initial
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12" SQ
8 1/2" DIA.
OCTAGONAL TAPERED STEEL POLE
1" BASEPLATE DETAIL
(4) – 1 1/4" SLOTTED HOLES ON 11" – 12" B.C.D. FOR 1" ANCHOR BOLTS
LOCKING NUT & WASHER
LEVELLING NUT & WASHER
GROUT UNDER BASE PLATE & PROVIDE CHAMFER
3"
2"
FINISHED GRADE
RIGID PVC RADIUS BEND (AS SUPPLIED)
60"
ANCHOR BOLTS 1" x 30" (4 REQ'D) (AS SUPPLIED)
SONOTUBE FORM
(4) – 1/2" x 52" REBAR
24"
SCALE: NTS
PUC SAULT STE. MARIE, ONTARIO
TYPICAL INSTALLATION DRAWING
FOOTING DETAIL FOR STEEL STREETLIGHT POLE
DRAWN BY: JnT
DATE: JAN. 2004
CHECKED BY: R.H.
DATE: MAR. 12/09
APPROVED BY:
DATE: MAR 12/09
Drawing Number: URD25
Rev. 2
2 REVISED BASE WIDTH AND DRAWING TITLE MAR. 12/09 J.T.
1 REVISED BORDER MAR. 20/06 J.T.
No. Revision Date Initial
K:\ENGINEERING DATA\DRAWINGS\STANDARD DRAWINGS\URD\URD-CURRENT\URD25 REV. 02.dwg

SETTING FOR ROUND TAPERED GALVANIZED DIRECT BURIED POLES	
LENGTH	BURY 'X'
35 FT.	66 INCHES
40 FT.	72 INCHES
45 FT.	78 INCHES



SCALE: NTS

PUC SAULT STE. MARIE, ONTARIO

No.	Revision	Date	Initial
3	COMBINDED URD27 AND URD28 WITH URD26	MAR. 12/09	J.T.
2	REVISED HAND HOLE LOCATION DIMENSIONS	MAR. 10/08	J.T.
1	REVISED BORDER	MAR. 20/06	J.T.

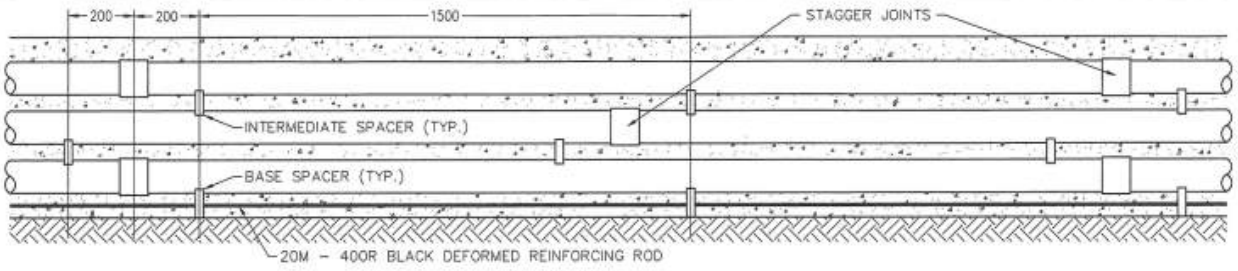
TYPICAL INSTALLATION DRAWING

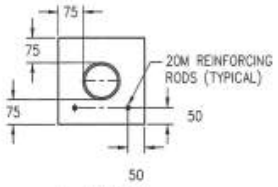
STREETLIGHT DETAIL
ROUND TAPERED GALVANIZED
DIRECT BURIED POLES

DRAWN BY: JnT	DATE: JAN. 2004
CHECKED BY: R.H.	DATE: MAR. 12/09
APPROVED BY:	DATE: MAR 13/09
Drawing Number: URD26	Rev. 3

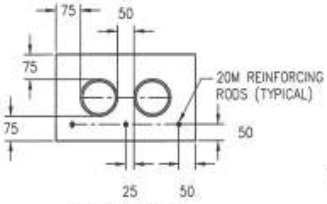
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TYPICAL INSTALLATION DRAWING
TYPICAL HANDBOX INSTALLATION
URD35
PUC
TYPICAL CONDUIT INSTALLATION
TYPICAL CABLE INSTALLATION
TYPICAL SAND INSTALLATION
TYPICAL CONDUIT INSTALLATION
TYPICAL INSTALLATION AT GRADE
TYPICAL INSTALLATION 150mm BELOW GRADE
PROHIBITED CONDUIT LOCATION
ALTERNATE CONDUIT LOCATION
MAXIMUM CABLE LENGTH CONDUIT LOCATION
SAND
SOLID SURFACE MATERIAL OR BACKFILL
7/8" GRANULAR 'A' OR SAND
BACKFILL
OPTION A: HANDBOX INSTALLED AT GRADE (REFER TO DESIGN DRAWINGS)
OPTION B: HANDBOX INSTALLED BELOW GRADE (REFER TO DESIGN DRAWINGS)

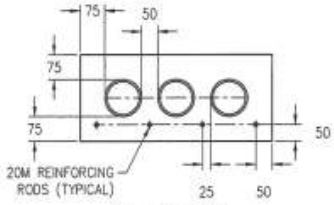




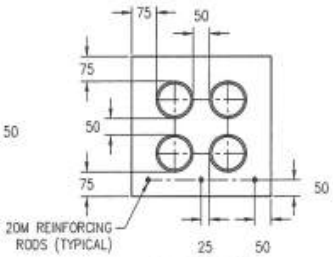
1 DUCT
NOMINAL OUTSIDE DIMENSION
260 W x 260 H



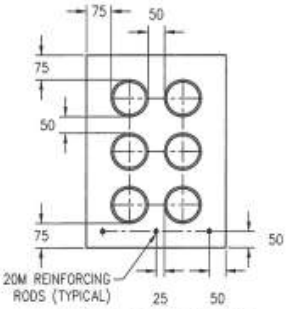
2 DUCTS
NOMINAL OUTSIDE DIMENSION
415 W x 260 H



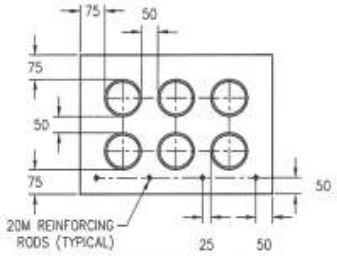
3 DUCTS
NOMINAL OUTSIDE DIMENSION
575 W x 260 H



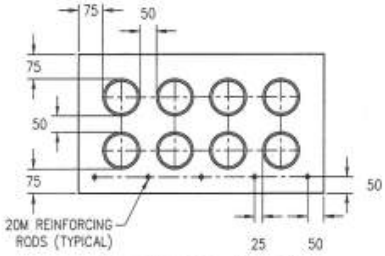
4 DUCTS
NOMINAL OUTSIDE DIMENSION
415 W x 415 H



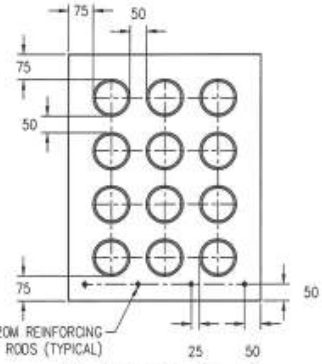
6 DUCTS (2x3)
NOMINAL OUTSIDE DIMENSION
415 W x 575 H



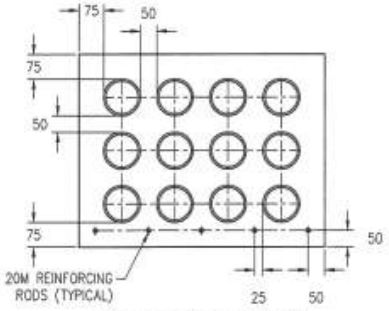
6 DUCTS (3x2)
NOMINAL OUTSIDE DIMENSION
575 W x 415 H



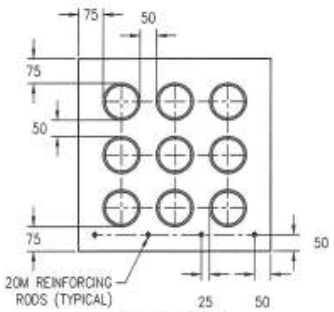
8 DUCTS (4x2)
NOMINAL OUTSIDE DIMENSION
730 W x 415 H



12 DUCTS (3x4)
NOMINAL OUTSIDE DIMENSION
575 W x 730 H



12 DUCTS (4x3)
NOMINAL OUTSIDE DIMENSION
730 W x 575 H



9 DUCTS
NOMINAL OUTSIDE DIMENSION
575 W x 575 H

NOTES:
1. ALL DIMENSIONS ARE FOR 100mm DUCT.
2. ALL DIMENSIONS SHOWN ARE MINIMUM DIMENSIONS.
3. ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED.

SCALE: NTS

PUC SAULT STE. MARIE, ONTARIO

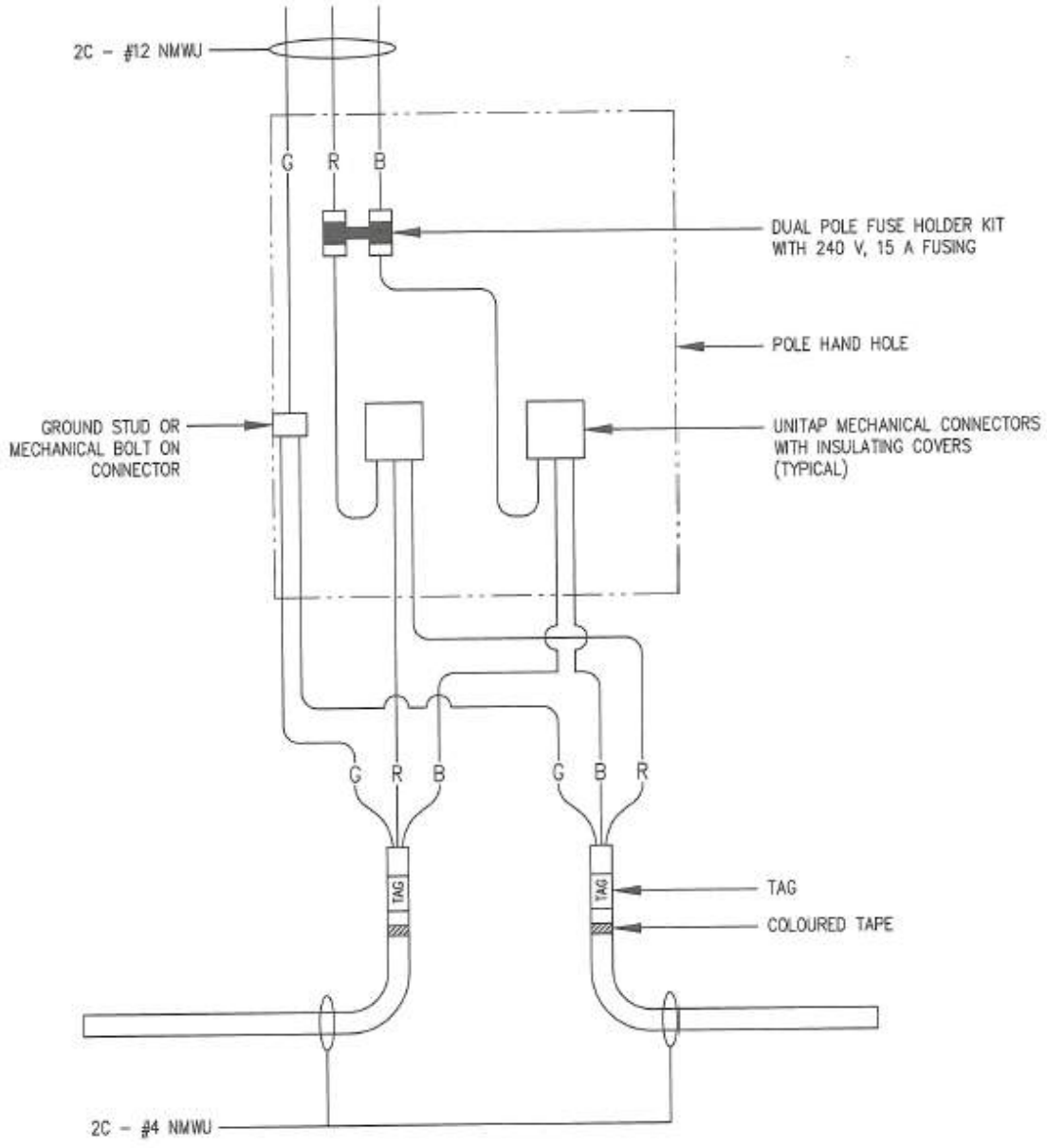
TYPICAL INSTALLATION DRAWING

TYPICAL DUCT CONFIGURATIONS AND ELEVATIONS

DRAWN BY:	DATE:
J.T.	MAR. 14/06
CHECKED BY:	DATE:
A.M.	MAR. 2/09
APPROVED BY:	DATE:
	MAR 12/09
Drawing Number:	Rev.
URD36	2

No.	Revision	Date	Initial
2	REVISED REINFORCING RODS AND DIMENSIONS	MAR. 02/09	J.T.
1	ADDED (8) DUCT DETAIL (4 x 2)	OCT. 17/06	J.T.
0	REDRAWN ON CAD AND NEW DWG. # ASSIGNED	MAR. 14/06	J.T.

K:\ENGINEERING DATA\DRAWINGS\STANDARD DRAWINGS\URD\URD-CURRENT\URD36 REV. 02.DWG



SCALE: NTS

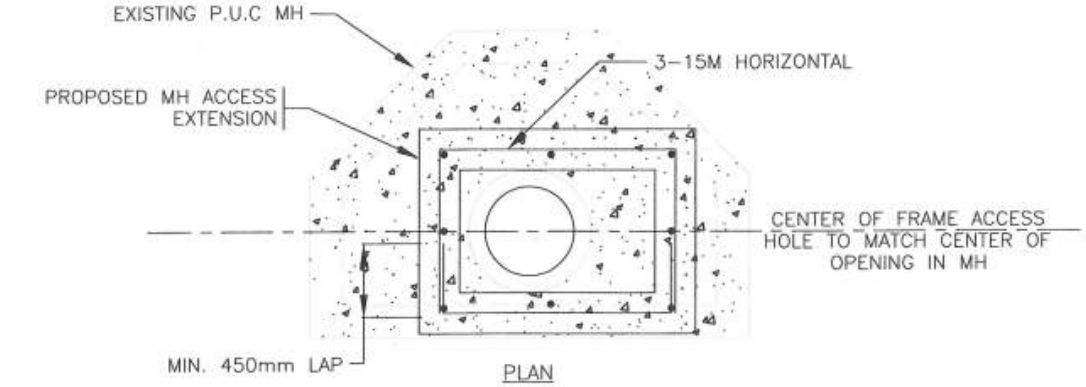
PUC SAULT STE. MARIE, ONTARIO

No.	Revision	Date	Initial
1	UPDATED NOTES	MAR 19/09	JT

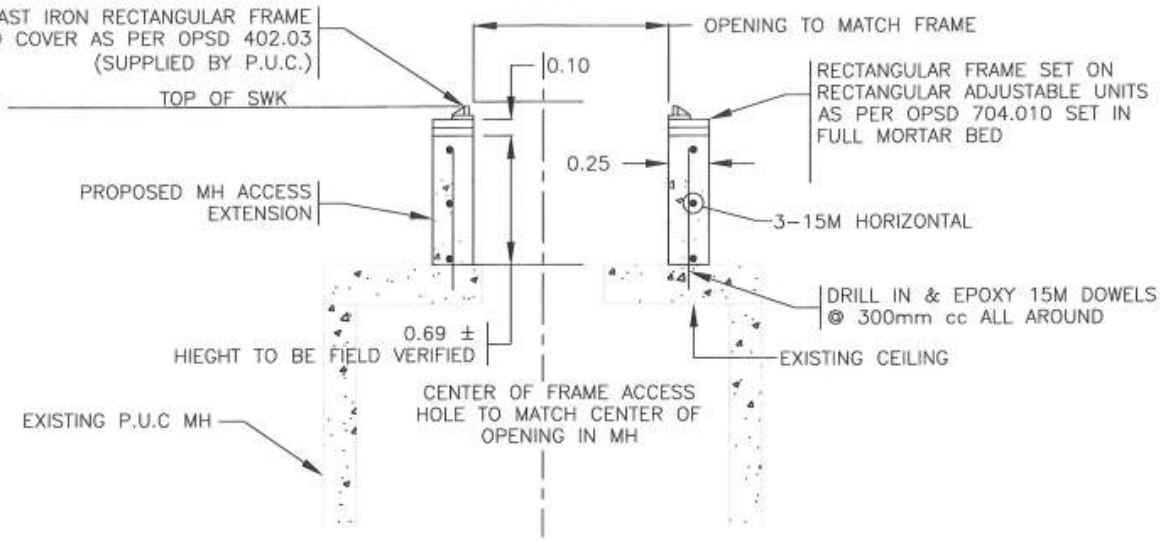
TYPICAL WIRING DRAWING

POLE WIRING DIAGRAM
240 V SYSTEM

DRAWN BY: J.T.	DATE: MAR. 10/08	
CHECKED BY: A.M.	DATE: MAR. 19/09	
APPROVED BY:	DATE: 2009/03/19	
Drawing Number: URD39	Rev. 1	



PLAN



SECTION

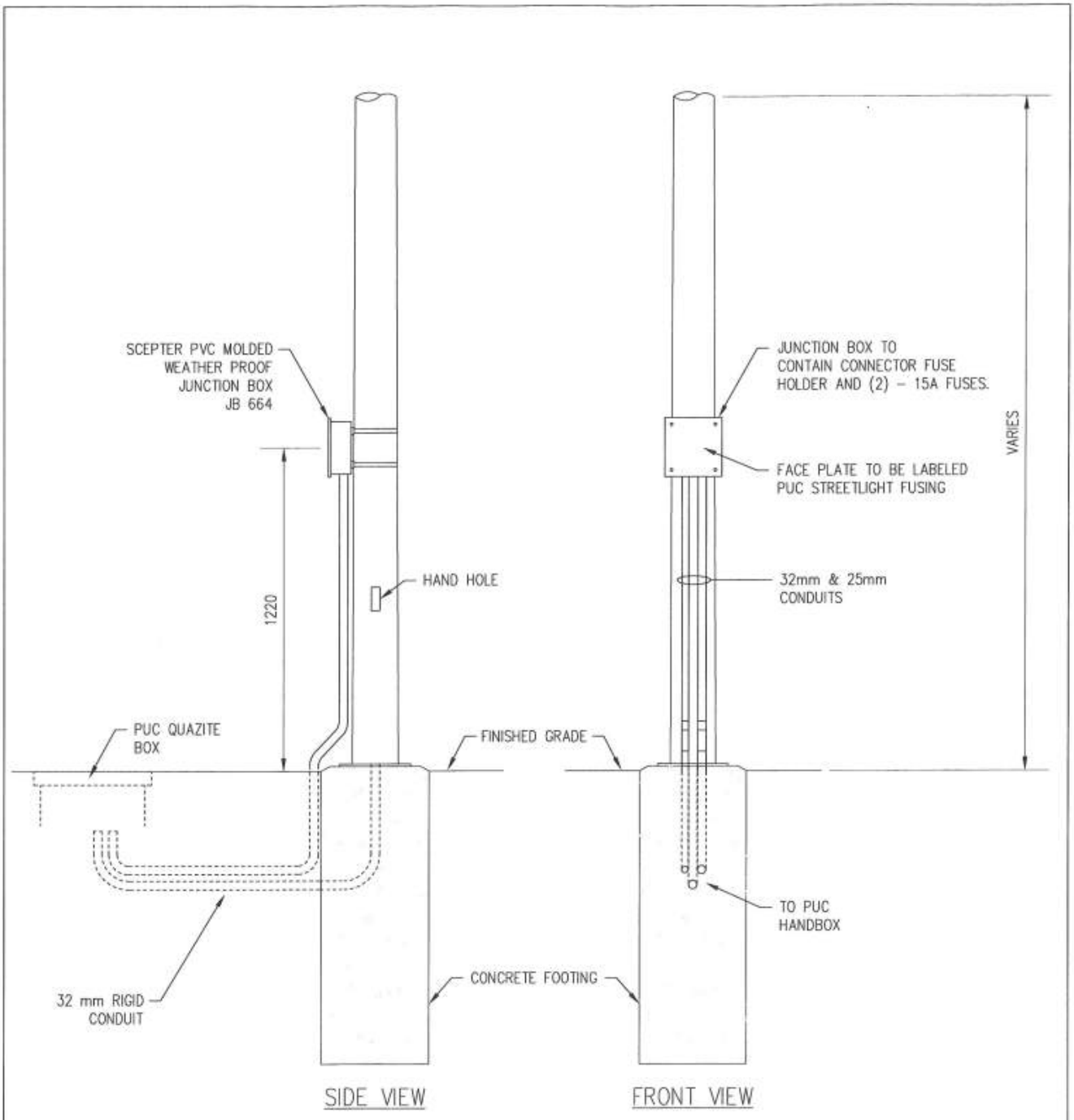
- EXISTING BRICK CHIMNEY AND FRAME/COVER TO BE REMOVED AND DISPOSED/SALVAGED AS DIRECTED BY P.U.C.
- INSTALL PLYWOOD BARRICADE OR OTHER MEANS OF PROTECTION ACCEPTABLE TO THE ENGINEER TO PREVENT DEBRIS FROM FALLING INTO MANHOLE.

- CONCRETE IS SPECIFIED USING ALTERNATIVE NUMBER (1) OF CSA A23.1 TABLE 5 AS FOLLOWS: EXPOSURE CLASS C1 28 DAY COMPRESSIVE STRENGTH 35 MPa

- AT LEAST ONE WEEK PRIOR TO CONCRETE PLACEMENT THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR REVIEW THE FOLLOWING:
  - O A VALID 'CERTIFICATE OF READY MIXED CONCRETE PRODUCTION FACILITIES' OR A VALID 'CERTIFICATE OF MOBILE MIX CONCRETE PRODUCTION FACILITIES' AS ISSUED BY THE 'READY MIXED CONCRETE ASSOCIATION OF ONTARIO' TO THE PLANT BEING USED.
  - O A COMPLETED 'CONCRETE MIX DESIGN SUBMISSION FORM'.
  - O A QUALITY PLAN THAT DESIGNATES A SPECIFIED SLUMP OR SOME OTHER MEASURE OF WORKABILITY
- FABRICATION AND PLACING OF REBAR TO BE IN ACCORDANCE WITH CSA A23.1
- CONCRETE COVER TO CSA A23.1 CLAUSE 6.6.6 AND TABLE 17
- BAR SUPPORTS AS PER CSA A23.1 CLAUSE 6.6.7.2
- REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO CSA G30.18 M92 fy = 400 MPa (GRADE 400).
- CONCRETE SHALL NOT BE POURED UNTIL REBAR HAS BEEN INSPECTED BY THE ENGINEER.

PUC SAULT STE. MARIE, ONTARIO	TYPICAL INSTALLATION DRAWING	DRAWN BY: KLY	DATE: MAR 11 09
		CHECKED BY: RH	DATE: MAR 11 09
	MANHOLE CHIMNEY EXTENSION	APPROVED BY:	DATE: 2009/03/13
		Drawing Number: URD40	Rev. 0
No. Revision Date Initial			SCALE: NTS

K:\Engineering Data\Drawings\Standard Drawings\URD\URD-CURRENT\URD40 REV. 0



NOTES:
1. INSTALLATION MUST BE TO O.E.S.C.
2. 32 mm & 25mm RIGID CONDUIT SUPPLIED BY CONTRACTOR.
3. JUNCTION BOX CONDUIT, FITTINGS AND STRAPPING BY CONTRACTOR.

SCALE: NTS

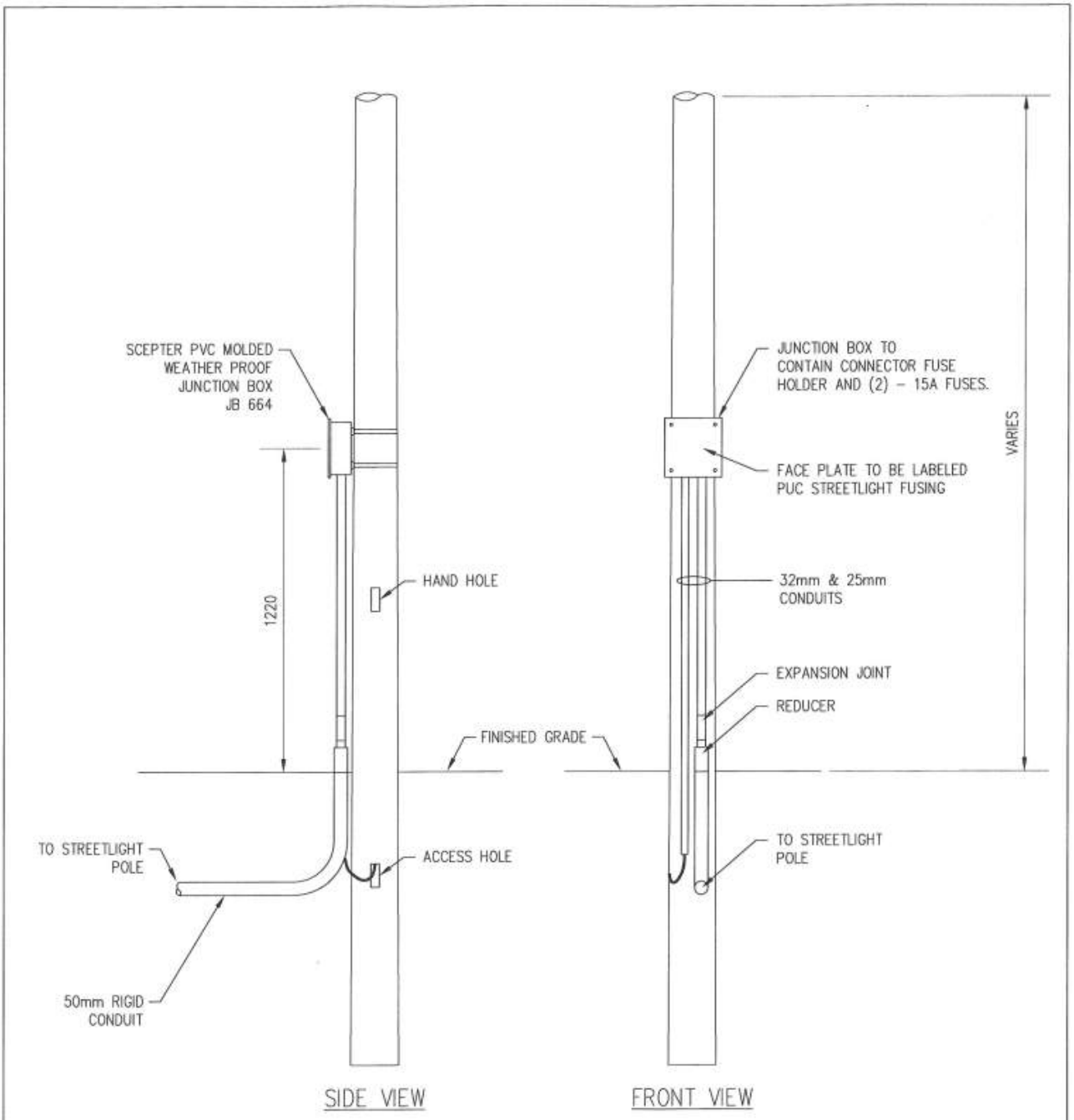
PUC SAULT STE. MARIE, ONTARIO

No.	Revision	Date	Initial
1	CHANGED NOTE # 2	16/03/09	KDW

TYPICAL INSTALLATION DRAWING

STREETLIGHTING/TRAFFIC JOINT USE BASE MOUNTED POLE

DRAWN BY: J.T.	DATE: MAR. 13/09		
CHECKED BY: A.M.	DATE: MAR. 13/09		
APPROVED BY:	DATE: 2009/03/16		
Drawing Number: URD41	Rev. 1		



NOTES:
1. INSTALLATION MUST BE TO O.E.S.C.
2. 32mm & 25MM RIGID CONDUIT SUPPLIED BY CONTRACTOR.
3. JUNCTION BOX CONDUIT, FITTINGS AND STRAPPING BY CONTRACTOR.

SCALE: NTS

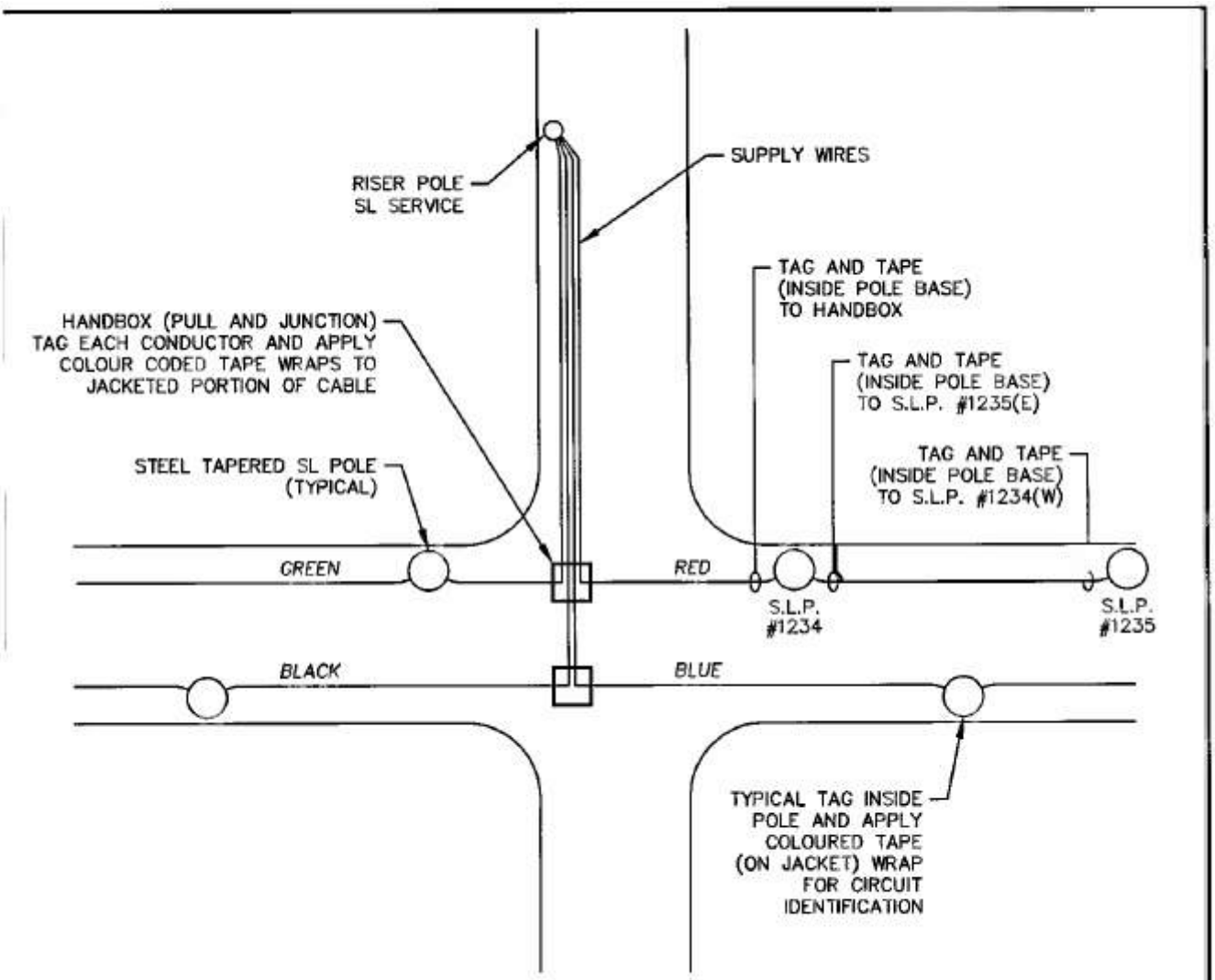
PUC SAULT STE. MARIE, ONTARIO

No.	Revision	Date	Initial
1	CHANGED NOTE # 2	16/03/09	KDW

TYPICAL INSTALLATION DRAWING

STREETLIGHTING/TRAFFIC
JOINT USE DIRECT BURIED POLE

DRAWN BY: J.T.	DATE: MAR. 13/09		
CHECKED BY: A.M.	DATE: MAR. 13/09		
APPROVED BY:	DATE: 2009/03/16		
Drawing Number: URD42	Rev. 1		



EACH RUN SHALL CONSIST OF:
(3) – 1C #4 BLACK (06932), WHITE (06933) AND GREEN (06934) COPPER CABLE FOR 120V STREETLIGHTING
(3) – 1C (X2) #4 BLACK (06932) AND GREEN (06934) COPPER CABLE FOR 240V STREETLIGHTING
WHITE CONDUCTOR NOT REQUIRED DOWNSTREAM OF SERVICE ENTRANCE FOR 240V SERVICE UNLESS SPECIFIED
(EACH RISER POLE WILL HAVE 8 CABLES)

EACH RUN OF LIGHTING CIRCUITS SHALL BE COLOUR CODED:
GREEN – NORTHWEST SIDE OF STREET
BLACK – SOUTHWEST SIDE OF STREET
RED – NORTHEAST SIDE OF STREET
BLUE – SOUTHEAST SIDE OF STREET

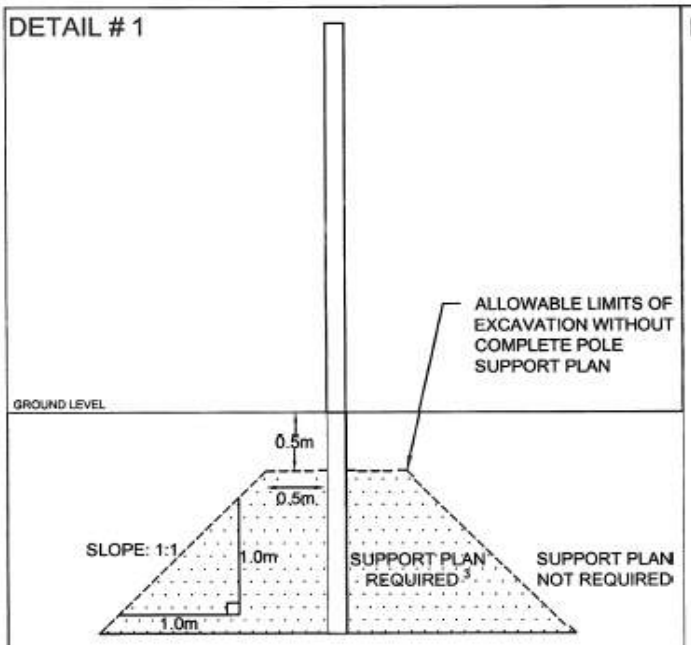
PUC SAULT STE. MARIE, ONTARIO	TYPICAL INSTALLATION DRAWING	DRAWN BY: J.T.	DATE: MAR. 13/09
		CHECKED BY: A.M.	DATE: MAR. 13/09
	STREETLIGHTING CABLE TAPING AND TAGGING	APPROVED BY:	DATE: 2016.01.22
		Drawing Number: URD43	Rev. 1
		SCALE: NTS	

No.	Revision	Date	Initial
1	Change Conductor Type	01/16	TS

FINISHED GRADE OF BOULEVARD
MARKING TAPE WHEN TRENCH IS FOR OR IN CONJUNCTION WITH STREETLIGHT CABLES (LOCATED MIDWAY)
PUC SECONDARY, STREETLIGHTING OR COMMUNICATIONS DUCTS. PUC, BELL OR SHAW TO SPECIFY DETAILS AS APPLICABLE
BACKFILL
SELECTED EXCAVATED MATERIAL
CONCRETE ENCASED DUCTING AS REQUIRED REFER TO DWG. URD36
150 (MINIMUM)
600 (MINIMUM)
945 (MINIMUM)
SEE DETAILS REFER TO DWG. URD36
SEE DETAILS REFER TO DWG. URD36
SECTION OF CONCRETE ENCASED DUCT IN BOULEVARD
NOTES:
1. REFER TO DRAWING URD36 FOR ADDITIONAL INSTALLATION INFORMATION.
2. CAP BOTH ENDS OF DUCT AND STAKE LOCATION.
3. ALL DIMENSIONS IN MILLIMETERS.
No.
Revision
Date
Initial
PUC
TYPICAL INSTALLATION DRAWING
CONCRETE ENCASED DUCT IN BOULEVARD
Drawn by: J.T.
Date: AUG. 5/09
Checked by: J.R.
Date: AUG. 5/09
Approved by:
Date: 2009/08/05
Drawing Number: URD49
Rev. 0
Scale: NTS

PRECAST CONCRETE VAULT DETAILS
ME 9-A
NOTES
CONCRETE TO BE MINIMUM STRENGTH OF 3,000 P.S.I.
4" CABLE ENTRY HOLES MAY BE TAPERED, AND SHOULD BE FLANGED - LIFT HOLES MAY ALSO BE TAPERED.
TOP CONCRETE SURFACE OF VAULT MUST BE SMOOTH AND LEVEL TO RECEIVE FRAME AND COVER (VAULT TOP TO BE FIELD DRILLED FOR FERRULE ANCHORS).
ALL METAL PIECES TO BE GIVEN ONE COAT OF GREY METAL PRIMER.
SECTION "C"
SECTION "D"
FRAME DETAIL
UNDERSIDE COVER PLATE DETAIL
PLAN VIEW WITH FRAME & COVER REMOVED
VERTICAL SECTION "B"
PLAN VIEW
VERTICAL SECTION "A"

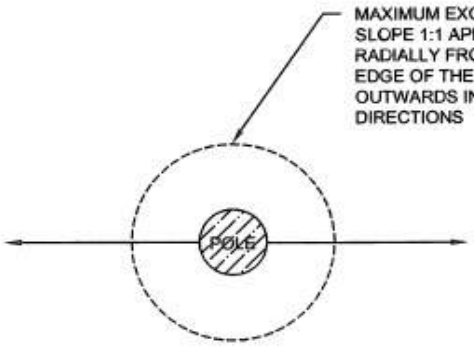
DETAIL # 1



POLE ENCROACHMENT ZONES - SIDE PROFILE VIEW

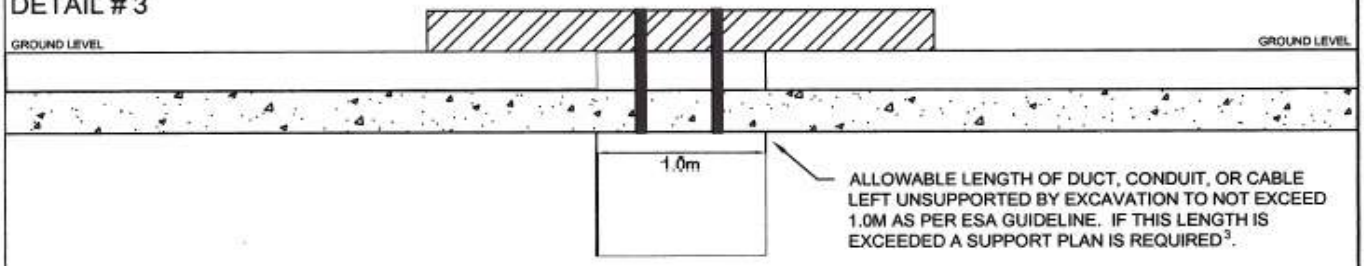
DETAIL # 2

PUC-05-100-A



POLE ENCROACHMENT ZONES - TOP VIEW

DETAIL # 3



DUCT ENCROACHMENT ZONES - SIDE PROFILE VIEW

NOTES:

1. **CONTRACTORS, OWNERS, AND OTHERS EXCAVATING IN PROXIMITY TO DISTRIBUTION PLANT ARE TO FOLLOW PUC'S *POLE/EQUIPMENT SUPPORT OF PUC FACILITIES INCLUDING ROAD RECONSTRUCTION AND PUBLIC ROW PROJECTS* STANDARD OPERATING PROCEDURE, AVAILABLE UPON REQUEST.**
2. **THE REQUIREMENT FOR THE CONTRACTOR TO PRODUCE A POLE OR EQUIPMENT SUPPORT PLAN IS AT THE DISCRETION OF PUC ENGINEERING DEPARTMENT. THE ABOVE EXAMPLES ARE SIMPLIFIED, TYPICAL SCENARIOS ONLY AND MORE COMPLEX APPLICATIONS EXIST IN THE PUC ELECTRICAL DISTRIBUTION SYSTEM THAT MAY REQUIRE ADDITIONAL BARRIERS AND/OR SAFETY FACTORS.**
3. **POLE OR EQUIPMENT SUPPORT PLANS MUST BE STAMPED BY A PROFESSIONAL ENGINEER.**
4. **ESA'S *GUIDELINE FOR EXCAVATION IN THE VICINITY OF UTILITY LINES* IS A RECOMMENDED PRACTICE FOR CONCRETE DUCT BANK AND CABLE SUPPORT ALONG WITH PUC SPECIFICATIONS FOR PROPERLY COMPACTED BACKFILL IN VICINITY OF PUC FACILITIES.**
5. **A *CONTRACTOR POLE SUPPORT CHECKLIST* IS AVAILABLE FROM PUC ENGINEERING FOR INFORMATION PURPOSES ONLY.**
6. **DIMENSIONS SHOWN ABOVE ARE FOR TYPICAL INSTALLATIONS AND MAY BE REVISED BY PUC ENGINEERING DUE TO COMPLEXITY. THE CONTRACTOR IS TO CONTACT PUC ENGINEERING TO CONFIRM REQUIREMENTS PRIOR TO EXCAVATION.**

CERTIFICATE OF APPROVAL

The installation work covered by this document meets the safety requirements of Section 4 of Regulation 22/04

Darren Seabrook	2015.02.03
Name	Date
P. Eng	
Signature & Professional Designation	

SCALE: NTS

PUC SAULT STE. MARIE, ONTARIO

No.	Revision	Date	Initial

STANDARD INSTALLATION DRAWING

POLE AND EQUIPMENT SUPPORT REQUIREMENTS WHEN EXCAVATING IN THE VICINITY TO PUC PLANT

DRAWN BY:	DATE:
MT	2015/01/22
CHECKED BY:	DATE:
DS	2015/02/03
APPROVED BY:	DATE:
	2015.02.03
Drawing Number:	Rev.
PUC-05-100-A	0

Overhead
240 volt Source
3.0m
Underground
240 Volt Source
3.0m
240 V
L1
N
L2
SERVICE ENTRANCE
70A LOAD CENTRE/PANEL
MAIN BREAKER
40A
GROUND PLATE
ST LT
15A
IN LINE FUSE
ST LT
15A
IN LINE FUSE
ST LT
15A
IN LINE FUSE
L1
N
L2
240 V
NOTES:
1. FEED CONDUCTORS ARE #4 COPPER, TAP-OFFS ARE #12 CONDUCTORS.
2. CONDUIT IS TYPICALLY 50MM (2") RIGID SCHEDULE 40 PVC.
3. PUC TO PROVIDE ALL COMPONENTS, BUT WHERE NOT AVAILABLE, THE CONTRACTOR IS TO PROVIDE ANY OTHER REQUIRED ITEMS (IE. CERTAIN HUB/CONDUIT ADAPTERS, MISCELLANEOUS CONNECTORS, ETC. SEE NEXT ITEM FOR FURTHER DETAILS).
4. PUC ENGINEERING MUST APPROVE ANY DEVIATION FROM THE ABOVE BEFORE PROCEEDING. SUCH INSTANCES ARE LIMITED TO CONDUIT SIZING ABOVE GRADE AND REDUCTION OF SIZE OF SUPPLY CONDUCTORS TO SERVICE ENTRANCE. MINIMUM #6 COPPER, #4 ALUMINUM).
THE CONTRACTOR IS TO PROVIDE ALL ITEMS IN SUCH INSTANCES PER PUC AND ESA/OESC APPROVAL.
PUC
TYPICAL INSTALLATION DRAWING
U/G STREET LIGHTING FROM A
240 VOLT SOURCE WITH ONE CIRCUIT
Drawn by: J.T. Date: MAR. 11/04
Checked by: J.R. Date: MAR. 17/06
Approved by: Date: 2019.09.04
Drawing Number: A-STLT-001
Rev. 4
Scale: NTS
No. Revision Date Initial
4 REVISED INSTALLATION DETAILS & MATERIAL SOURCING MAR. 6/19 M.T.
3 REVISED FUSE SIZING SEPT. 21/17 M.T.
2 ADDED U/G SOURCE APR. 26/12 J.R.
1 REVISED BORDER MAR. 17/06 J.T.
0 ORIGINAL DRAWING 04/03/11 J.T.

SERVICE ENTRANCE
60A LOAD CENTRE/PANEL
MAIN BREAKER
60A
BREAKER
40A
GROUND PLATE
ST LT
IN LINE FUSE
15A
L1
N
L2
240 V
3.0m
NOTES:
1. FEED CONDUCTORS ARE #4 COPPER, TAP-OFFS ARE #12 CONDUCTORS.
2. THIS DRAWING MY BE USED FOR SITUATIONS REQUIRING TWO TO FOUR CIRCUITS. SEE DWG #A-STLT-001 FOR U/G SUPPLY DETAILS.
3. CONDUIT IS TYPICALLY 50MM (2") RIGID SCHEDULE 40 PVC.
4. PUC TO PROVIDE ALL COMPONENTS, BUT WHERE NOT AVAILABLE, THE CONTRACTOR IS TO PROVIDE ANY OTHER REQUIRED ITEMS (IE. CERTAIN HUB/CONDUIT ADAPTERS, MISCELLANEOUS CONNECTORS, ETC. SEE NEXT ITEM FOR FURTHER DETAILS).
5. PUC ENGINEERING MUST APPROVE ANY DEVIATION FROM THE ABOVE BEFORE PROCEEDING. SUCH INSTANCES ARE LIMITED TO CONDUIT SIZING ABOVE GRADE AND REDUCTION OF SIZE OF SUPPLY CONDUCTORS TO SERVICE ENTRANCE (MINIMUM #6 COPPER, #4 ALUMINUM). THE CONTRACTOR IS TO PROVIDE ALL ITEMS IN SUCH INSTANCES PER PUC AND ESA/OESC APPROVAL.
PUC
TYPICAL INSTALLATION DRAWING
U/G STREET LIGHTING FROM A O/H 240 VOLT SOURCE WITH TWO TO FOUR CIRCUITS
Drawn by: J.T. Date: MAR. 11/04
Checked by: J.R. Date: MAR. 17/06
Approved by: Date: 20/7.03.06
Drawing Number: A-STLT-002 Rev. 3
Scale: NTS
No. Revision Date Initial
3 REVISED INSTALLATION DETAILS & MATERIAL SOURCING MAR. 8/19 M.T.
2 REVISED FUSE SIZING SEPT. 21/17 M.T.
1 REVISED BORDER MAR. 17/06 J.T.
0 ORIGINAL DRAWING 04/03/11 J.T.
K:\ENGINEERING DATA\DRAWINGS\STANDARD DRAWINGS\STREETLIGHT DRAWINGS\A-STLT-002 REV. 03.DWG

Appendix 4

City of City Sault Ste. Marie
Contractor Quality Control Requirements

QUALITY CONTROL/ QUALITY ASSURANCE – AGGREGATES, COMPACTION, HOT MIX ASPHALT, CONCRETE

QC/QA GENERAL

For the purposes of this contract the following are applicable;

QC- Means Quality Control provided under the terms of the contract to demonstrate or prove that the materials and processes are in accordance with the required specifications. All QC is to be performed by the contractor or their qualified designates as outlined in the specifications. The cost of QC is included in the cost of the items to which it is applicable.

QA- Means Quality Assurance for the purposes of auditing or confirming QC results. QA will be performed at the discretion of the Contract Administrator by its qualified designates (an independent laboratory that meets the qualifications of this specification). Payment for QA testing is by the Contact Administrator and is not part of this contract. The contractor will be penalized per this specification for QA results that show material, workmanship or reporting of results that do not meet the specification. The contractor will also make corrections to the substandard work at no cost to the owner.

INDEPENDENT LABORATORY- Means a third-party laboratory that is not owned or corporately affiliated with the Contractor or owner.

AGGREGATE COMPLIANCE REQUIREMENTS

The Contractor shall use only aggregate which meet City of Sault Ste. Marie specification requirements.

Aggregate quality information demonstrating compliance with all applicable standards shall be submitted at least 48 hours prior to use within the City Right of way to the Contract Administrator.

Laboratory Requirements

The Contractor shall select an independent laboratory and shall be responsible for all costs associated with the testing for requirements.

An acceptable laboratory conducting tests for physical properties shall be one that holds a current certificate from Canadian Council of Independent Laboratories (CCIL) as Type D for the applicable test methods and also participates in the Annual MTO Proficiency Sample Testing Program for the specific tests, except LS-616 and LS-709.

An acceptable laboratory to conduct tests for gradation according to LS-602 and percent crushed particles according to LS-607 shall be one who holds a current certificate from CCIL as Type C. Testing shall be conducted by qualified laboratory staff that hold a valid aggregate testing certificate from CCIL.

Payment

Payment for this requirement shall be in the applicable tender item(s) in the contract.

CONTRACTOR QUALITY CONTROL - COMPACTION

This Special Provision is provided as a supplementary to OPSS.MUNI 501. All requirements for compaction shall meet OPSS.MUNI 501. In the event of conflict between this section and OPSS. MUNI 501, this Special Provision will take precedence

This Special Provision covers the Quality Control/ Quality Assurance (QC/QA) requirement for compaction of all granular materials and earth placed within the road structure, culverts, structures, sewer trenches, all other utility trench reinstatements, all service connection trenches and elsewhere as identified by the Contract Administrator.

Contractor Quality Control Compaction

The method and thickness of placing earth or granular material shall be according to specifications that govern the work. When field tests indicate that the required degree of compaction cannot be obtained with the equipment in use or the procedure being followed the operations shall be modified so that the equipment and procedures will produce the required results.

Quality Control

General

Quality Control (QC) testing shall be carried out by the contractor for purposes of ensuring that earth and granular materials used in the work conform to the specified compaction requirements. QC compaction testing will be based on a lot-by-lot basis of material placed and compacted in the work. Lots and sublots are minimum testing length/areas defined in Table 1A. New QC lots shall be established whenever re-compaction is carried out following scarification or placement of additional material onto previously tested and accepted lots.

Field density and field moisture determinations shall be made in accordance with ASTM D

All QC laboratory testing shall be conducted at a CCIL certified laboratory.

The contractor shall designate a Quality Control Administrator for the duration of the project. This individual shall be responsible for compiling test results, maintain competent records and addressing QC deficiencies.

Damage to a previously compacted and accepted QC lot that results in surface yielding, waves or ruts more than 50 mm in depth within earth or 25 mm in depth within granular shall be fully repaired and retested to meet the requirements of this Special Provision prior to placement of any overlying material. Surface distortions that cannot be successfully re-compacted shall be removed and replaced with new material. All such repairs, new material and retesting shall be at no additional cost to the Owner.

Submission Requirements

Failure to provide the required submissions will result in no payment for the associated tender item.

QC Control Plan

The Contractor shall, at least ten (10) business days prior to commencing work, provide the Contract Administrator with a QC Compaction plan that shall include the following information:

- Contract Number
- Contract Name
- General contractor Name
- Quality Control Administrator Name
- Subcontractor conducting the compaction (if different than general contractor)
- Name of the person conducting the QC testing using nuclear gauge

- Make and model of the Nuclear Density/Moisture Gauge
- Calibration Date of the Nuclear Density/Moisture Gauge
- Name of the lab conducting the QC testing
- Section/lot/sublot structure including –The tender item number that the lot corresponds b) material type c) method of determining target density.
- Identification of any perceived areas with potential difficulties (i.e. around existing utilities, constrained spaces and compaction methodology that will be followed for these areas

QC Compaction Summary Report

The QC Administrator shall provide a QC Summary report. The QC summary report, as a minimum, shall include a) all the tender items for which the QC compaction testing was done including the Lot/Sublot information and b) highlight tender items that do not meet compaction requirements

Test Equipment and Operator Training

The Contractor shall supply all necessary nuclear moisture/density gauges and ancillary equipment required to conduct field density and field moisture measurements for QC compaction testing of earth and granular materials. Only qualified operators using properly-calibrated gauges shall conduct QC compaction testing.

Section and Lot Size

Compaction control shall be conducted on a lot-by-lot basis. The designation of the limits of the sections and lot shall be the responsibility of the Contractor and shall meet the following minimum requirements:

- The project shall be divided into sections. For pipe installations, the maximum section length will generally be 200 m (Typically one city block). Each material used in each installation shall be tested to the frequency provided in Table 1. Different pipe sizes and types shall be considered different installations.
- Where multiple pipe installations occur within the same trench, the earth backfill for the combined installations may be considered one backfill installation.
- The Contract Administrator may under his discretion wave the lot/sublot requirement and determine the required minimum number of "passes" with approved compaction equipment and measured using a nuclear moisture-density gauge to reach the percent compaction requirement as provided in Table 2.

Compaction Testing

All visibly soft or loose areas shall be compacted prior to testing. At least one field density and moisture test will be carried out at a randomly selected location within each sublot. For pipe and sewer backfill (Earth or Granular), the three sublots shall be obtained at bottom third (1/3) of trench, mid third (1/3) of trench and upper third (1/3) of trench below subgrade line. Actual lift thicknesses shall be in accordance with OPSS 401.

The dry density of each sublot shall be determined as a percentage of the target density, calculated to the nearest 0.1%. Consecutive lot numbers shall be used to designate each lot of material and the limits of the lot shall be clearly documented. Field dry density values and moisture contents determined for each sublot shall be recorded.

The Contractor or the individual conducting QC testing on behalf of the Contractor shall allow the Contract Administrator, Contract Administrator’s representative on site or Owner’s representative on site to witness the QC testing.

Where the compaction does not conform to the acceptance criteria, the Contractor shall immediately notify the Contract Administrator and complete additional compaction as is necessary to meet the acceptance criteria. Acceptance or rejection of the re-compacted lot shall be made by carrying out four additional random tests.

When the Contractor is unable to conform to the acceptance criteria based on the target density established by laboratory methods and when the Contract Administrator has been satisfied that this inability to conform to the criteria

is not a result of the Contractor's operation or equipment, then the Contractor may request that a new target density be established for that operation.

Percent Compaction

The percent compaction requirement for each lot shall be as provided in Table 2.

Acceptance

Acceptance or rejection of a QC lot compaction shall be established by calculation of the average field dry densities in conjunction with the lowest field density for the lot. Where the average lot density and individual field density me

et the criteria presented in Table 2, the lot is considered acceptable, otherwise, the lot is rejectable. Where testing frequency has not been conducted in general conformance with Table 1, the lot is rejectable.

Rejected Lots

Where the testing has not been conducted in general conformance to the testing frequencies provided in Table 1, the entire lot or portion of the lot shall be retested to the satisfaction of the Contract Administrator. Where QC field densities indicate that the lot does not meet the compaction specified, the lot shall be recompacted, with adjustment to the moisture content as required, until satisfactory compaction is achieved. The recompacted lot shall be retested. When compaction of a QC lot does not meet the acceptance criteria and when the Contract Administrator has been satisfied that this is not a result of the Contractor's operation or equipment or scheduling, then a new target density shall be established for that operation.

QUALITY ASSURANCE

The Contract Administrator may conduct random testing and inspection of QC records in order to establish the acceptability of the QC compaction testing and verification of the field moisture content, field dry density, OMC, MDD, target density and average density.

The Contract Administrator may verify the target density based on MDD and OMC for granular and earth materials determined by LS-623 or LS-706, respectively.

Access to a control strip or to compacted QC lots shall be provided prior to placement of subsequent layers or pavement. Where laboratory methods have been used to calculate target densities, the laboratory report must be accessible to the Owner QA representatives on site. Subsequent layers, including hot mixed asphalt (HMA) may not be placed until QA testing has been conducted or waived by the Contract Administrator.

Gauge Verification

Gauge verification QA shall consist of taking three random field density and moisture content measurements of a compacted lot or control strip and the subsequent calculation of the average dry density. Provided that the mean dry density determined by QC test results for the same material is within 139 kg/m3 for granular materials, and 150 kg/m3 for earth when compared with QA mean dry density, the QC test results will be considered valid.

Compaction

Compaction QA shall consist of taking random field density and moisture measurements of a compacted lot or control strip and the subsequent calculation of the average field density of the lot. Provided that the average field density and minimum field densities determined by QA testing demonstrates acceptable compaction according to the limits provided in Table 1 and Table 2, no further action will be taken.

If the average field densities or individual field densities determined by QA testing is found to be outside the limit allowed or demonstrates errors in QC reporting, the Contractor shall undertake an investigation to determine and resolve the discrepancies. The results of the investigation shall be reported to the Contract Administrator within three

(3) business days of notification by the Contract Administrator. The result of the investigation shall include as a minimum the following:

- The cause of the identified discrepancies.
- A proposal for corrective work.
- For information purposes, a description of preventive measures to be undertaken that will effectively prevent reoccurrence of such event.

Furthermore, the corrective work may include but is not limited to any or all of the following:

- Re-compaction of the lot.
- Retesting of the lot by the Contractor.
- Establishment of a new target density by control strip.
- Re-inspection of the gauge/operator by the Owner.
- Recalibration of the gauges.
- Removal and replacement of unsuitable materials.

QC Records Inspections

QC records of the lot or control strip selected by the Contract Administrator shall be inspected for calculation errors, missing test data or improper lot quantities. If errors or omissions are found that identify insufficiently compacted or improperly or untested lots, the Contractor shall make all such lots available and recompact and/or retest these lots so that they comply with the requirements of this Special Provision.

Charges

The Contract Administrator will charge the Contractor $250.00 for each lot identified through QA compaction testing or QC records inspection that requires recompacting and/or retesting. In addition, following discovery of a discrepancy or inadequate compaction, the Contract Administrator may conduct QA compaction testing on all lots of new material without undue delay. If any of these lots do not meet the QC requirements of this Special Provision, the Contractor will be charged a fee of $250.00 for each lot tested. QA compaction testing will continue until three consecutive lots have met the requirements of this Special Provision. Any work carried out by the Contractor to recompact or retest any material as a result of QA compaction testing or QC records inspection shall be carried out at no additional charge to the Owner.

BASIS OF PAYMENT

Payment for this requirement shall be in the applicable tender item(s) requiring compaction including the water used for compaction. Any work required to repair or remove and replace damaged QC lots shall be at no extra cost to the Owner. Replacement of unsuitable equipment to obtain an appropriate target density shall be at no extra cost to the Owner. Any work required recompacting or retesting materials as a result of QA compaction testing or QC records inspection shall be at no extra cost to the Owner.

Table 1A Compaction Lot Size

CONSTRUCTION	SECTION SIZE	LOTS AND SUBLOTS
Earth Embankments, Granular Base, Granular Subbase, Granular Shoulders	Max 200 linear metres (note 1)	One lot with minimum 3 sublots for each layer of each material placed. Lot shall not exceed a total area of 2000 m2
Pipe Bedding	Max 200 linear metres	One lot per section with a minimum of 3 sublots per lot.
Pipe Cover	Max 200 linear metres	One lot per section with a minimum of 3 sublots per lot.
Pipe Backfill (Earth or Granular)	Max 200 linear metres	One lot per section with a minimum of 3 sublots per lot.
Service Installations	Project limits	One lot for project. One sublot for every five services installed.
Structure Backfill (note 3)	Each structure	One lot for each buried structural element or culvert with a minimum of three sublots per lot (note 2).
Notes: 1) The width of the lot shall be the limits established for the current material placement only and shall not include adjacent material to be placed at a future date. 2) The total quantity of material placed within each sublot shall not exceed 100 tonnes. 3) Includes all bridge related works and utility structures with cross sectional area > 5.3m2 .		

Table 1B. Compaction Lot Size for Culverts

CONSTRUCTION	SECTION SIZE	LOTS AND SUBLOTS (Note 1)
Culvert Bedding	Culvert Length	One lot per Section with a minimum of 3 sublots per lot.
Culvert Cover	Culvert Length	Pipe dia < 2.0m 1 Lots per Section with a minimum of 3 sublots per lot (note 3) Pipe dia >= 2.0m 2 Lots per Section with a minimum of 3 sublots per lot (note 3)
Culvert Backfill (Earth or Granular)	Culvert Length	Pipe dia < 2.0m One lot for Section with a minimum of 3 sublots per lot (note2) Pipe dia >= 2.0m 2 Lots for Section with a minimum of 3 sublots per lot (note 5)
Notes: 1) Where the culvert is not circular, the maximum dimension shall be considered the diameter for the purpose of this table. 2) The total quantity of material placed within each sublot shall not		

exceed 100 tonnes. 3) One lot shall be conducted between the bedding and springline and one lot conducted above springline.

Table 2 Compaction Requirements

TYPE OF MATERIAL	SPECIFIED COMPACTION
Granular Materials excluding select subgrade (SSM), bedding materials and cover materials	Average > 99% SPMDD with no individual result below 98% SPMDD
select subgrade (SSM), bedding materials and cover materials	Average > 96% SPMDD with no individual result below 95% SPMDD
Earth Fills and Earth Trench Backfill	Average > 95% SPMDD with no individual result below 94% SPMDD

CONTRACTOR QUALITY CONTROL - HOT MIX ASPHALT

This special provision outlines the requirements for the submission of hot mix asphalt mix design.

The requirements for hot mix asphalt testing, sample preparation and delivery of field samples are also included in this Special Provision.

Independent Certified Laboratory

All testing shall be completed in a certified independent laboratory that is CCIL Type B or AMRL accredited, or equivalent acceptable to the Contract Administrator shall be used. Testing of the samples shall be conducted under the direction and constant supervision of technicians certified by CCIL to perform the tests.

CONTRACTOR MIX DESIGNATION

MIX DESIGNS SHALL MEET THE REQUIREMENTS OF ONTARIO PROVINCIAL STANDARD SPECIFICATION 1150 MATERIAL SPECIFICATION FOR HOT MIX ASPHALT AS WELL AS THE FOLLOWING AMENDMENTS:

GENERAL - 1150.04.02.01

The mix design shall be the responsibility of the Contractor. The job-mix formulae (JMF) **selected for use by the Contractor shall produce hot mix that is in accordance to all requirements specified in the Contract Documents.**

A new mix design will be required yearly unless otherwise approved by the Engineer and must be received by the Contract Administrator a minimum three (3) weeks prior to paving. Also a new design will be required if any new material is to be used. If a new mix design is required because of new material, sample for mix design purposes shall be from a minimum 2/3 completed stockpile and a copy of all production sample tests shall be provided to the Contract Administrator.

All stockpile sampling shall be carried out by an independent CCIL TYPE 'C' AGGREGATES LAB for Mix Design purposes.

The Contractor shall make pre-construction plant trial batches from which samples will be taken and shall be delivered to an independent CCIL Certified Laboratory to ensure that each mix meets the Contract requirements. Each trial batch shall be representative of consistent mix production and shall be a minimum of two pug mill batches of the size that will be used during mix production for batch plants. The remainder of the trial batches shall be disposed of by the Contractor. Such trial batches shall be produced until a complete laboratory mix compliance check indicates conformance with the design mix proportions and properties for each mix to be used.

All mixes for acceptance and quality control shall be sampled by a plate of sufficient size to obtain a minimum sample of 10kg when the mass of the plate is less than the desired quantity (10kg) the sample shall be discarded and a new sample taken. The adding of additional material to the plate sample will not be permitted.

Trial batches test results must show the contractor is able to produce the mix to within the "acceptable" tolerances as per OPSS 310 in order to receive approval for each mix designation. Delays in approval of the JMF and/or paving operations due to trail batches not meeting the requirement of OPSS 310 are the sole responsibility of the Contractor. The Contractor shall be responsible for any associated costs.

All test results from plant trail batches shall be submitted with Mix Design Submission

MIX DESIGN SUBMISSION - 1150.04.02.03

The Contract Administrator and the independent testing laboratory shall be provided with a copy of the mix design and JMF documents that shall be signed, dated, and certified correct by the person accountable for the engineering and management responsibility for the laboratory that conducted the work. Information shall be provided in a legible manner. The documents shall include the following information, as a minimum:

a) Contract number, item number, and mix type for which the mix design and JMF were completed and a description of the usage of the mix on the Contract.

b) All test results, mix design work sheets, and graphs.

c) Material proportions and sources, including the Owner's Mineral Aggregate Inventory for the aggregate sources, when such information is available. The amount of RAP in per cent by mass and volumetric data shall also be included.

d) Designation of the fine aggregate and the coarse aggregate.

e) PGAC and source and per cent by mass of the required new asphalt cement.

f) A graph of the temperature-viscosity relationship for the PGAC that is to be used in the mix shall be produced according to LS-261.

g) Information on additives, including source, type, per cent by mass of asphalt cement, and test results according to LS-283, when anti-stripping tests are required.

h) Information regarding fines that are returned to the mix, aggregate breakdown during production, and the resultant change in the aggregate gradations.

i) For both coarse and fine aggregates, complete grading and volumetrics are required.

j) The per cent air voids, Marshall flow, voids in mineral aggregate, and Marshall stability of the mixture selected and the mix design criteria to be met for each test.

k) Graphs of the air voids, Marshall flow, voids in mineral aggregate, and Marshall stability of the mixture plotted against asphalt cement content.

l) Aggregate absorptions.

m) Bulk relative density and saturated surface dry density for each aggregate.

n) Mix bulk relative density.

o) Mix maximum relative density.

p) Mix maximum relative density and surface dry density, where applicable.

q) Extracted bulk relative density, percentage asphalt cement, and gradation for the RAP used in the mix, when RAP is permitted for use.

r) All visual observations made during the design process with particular attention and comments regarding stripping and coating for both the coarse and fine aggregates.

s) The JMF.

t) The mixing and compaction temperature used in the mix design and the compaction temperature of the reheated mixture to be employed in the testing of the production mix.

u) The typical mix weight to produce a briquette with a height of 63.5 mm ± 1.5 mm.

FIELD SAMPLING

Field samples for QC testing shall be by a plate or from the screed auger chamber to obtain a minimum sample of 10kg.The adding of additional material to the plate sample will not be permitted. Samples obtained from the spreader hopper or truck box shall not be used for QC testing.

Samples shall be collected by the Contractor at locations generated by random numbers by the Contract Administrator, for longitudinal chainage and transverse offset from edge of pavement. These samples shall be representative of the main lane paving operations.

At each location, the Contractor shall take one sample which shall be packed in a cardboard boxes supplied by the Contractor. The box sample shall include the following identification: date; longitudinal chainage or municipal address opposite the sample location; offset in metres from edge of pavement; contract number, and street name.

The samples from each sample location shall be delivered by the contractor within 4 hours of sampling to an independent lab to determine compliance to asphalt cement content, aggregate gradation, air voids, flow, voids in mineral aggregate, and stability.

Asphalt sample plates shall be supplied by the contractor.

All field sampling costs including Laboratory costs are deemed to be included in the unit prices bid for the related items and no separate or additional payment will be made for this work.

Frequency of Testing

OPSS 310.08, Table 5 is amended and replaced by Table 1 in this specification.

TABLE 1
CRITERIA FOR SAMPLING

MIX TYPE	≤ 500 tonnes/day	> 500 tonnes & < 1000 tonnes/day	≥ 1000 tonnes/day
Surface Course	2	3	1 per 500 tonnes
Binder Course	1	2	1 per 500 tonnes

Field Sampling Test Results

All test results shall be forwarded to Contract Administrator with seven (7) working days of the plate sample being taken.

Basis of Payment

Payment for this requirement shall be in the applicable tender item(s) in the contract including all Laboratory testing costs and delivery of samples costs.

CONTRACTOR QUALITY CONTROL - CONCRETE

This special provision outlines the requirements for the submission of concrete mix design information for structural concrete and non-structural concrete. Concrete mix data submissions are required for all concrete supplied on city projects. Detailed concrete mix data submissions shall be provided to the owner upon request.

The requirements for contractor testing, sample preparation and delivery of field cylinder samples are also included in the Special Provision.

REQUIREMENTS FOR CONCRETE

All Concrete items shall be as per OPSS.MUNI 1350 based on the Performance Specification AIternative under 1350.04.02.01. The concrete shall meet the requirements as specified by the Design Engineer

Design and Submission

The provision OPSS.MUNI 1350.04 shall apply.

For each concrete mix, the Contractor shall supply documentation confirming that the air content in the hardened concrete meets the requirements of OPSS 1350.05.02.04.

Testing Requirements

All work associated with the sampling, field testing, curing and preparing test cylinders shall be the responsibility of the Contractor. The Contractor shall be responsible for all equipment and materials to perform the work. Sampling, testing and preparing test cylinders shall be done as per CSA A23.1-14/A23.2-14.

Field concrete testing and sampling shall be conducted by qualified individuals with valid ACI or CSA/CCIL certification. This person shall have a valid original card issued by the certifying agency in his or her possession at all times and shall produce such card upon request of the Contract Administrator.

Concrete Test Cylinders

The contractor shall provide and maintain, for the sole use of the testing agency, adequate facilitates for safe and proper curing of concrete test cylinders on the project site for the initial curing period. Adequate facilities shall include a protected and temperature controlled designated area to comply with CSA A23.2-3C

Concrete Laboratory

Concrete laboratory testing shall be conducted by an independent laboratory certified according to CSA A283 for the category appropriate to the test required by CSA.

The Contractor shall be responsible for the delivery of concrete cylinders to the independent laboratory.

Field test data shall be supplied to the test laboratory with the concrete cylinders. The field test data shall be recorded on the City of Sault Ste. Marie Concrete Field Sampling Report Form provided in Appendix 1, of this special provision. The General Information and Field Test Results portion of the form shall be complete with N/A clearly marked in the fields that are not applicable. Where testing deficiencies have been identified, the Contractor shall conduct additional testing of the hardened concrete, as stipulated by the Contract Administrator, verifying that the concrete meets the contract requirements within two (2) weeks of the notification of the deficiency.

QC test results shall be made available to the Contract Administrator, Contractor and concrete supplier.

The Contractor shall conduct all necessary quality control process to ensure that concrete incorporated into the work meets contract requirements. This shall include testing, trial placements and operational plans. QC records shall be made available to the Owner.

Where the Owner identifies omissions or errors with regards to testing and supporting test documentation, or omissions or errors in the QC Field Sampling information report form submitted with the QC samples, the value of product represented and/or impacted by the omission/errors may be withheld until the contractor provides the Owner with sufficient information to verify the quality of the concrete placed. Furthermore, a value of 100 dollars shall be deducted from the Contractor for such omissions/errors identified by the Owner. Additional deductions of $500 dollars shall be made from the Contractor for each additional submission which does not meet requirements.

Frequency of Testing

The minimum frequency of testing shall conform to Table 1 and the samples of the loads shall be taken directly from the load of concrete as directed by the Contract Administrator. A set shall consist of 2 concrete cylinders for determination of strength at 28 days.

Testing for Early Strength

The Contractor may, at his option, prepare sets of cylinders for early strength determination in addition to the cylinders required for determination of strength at 28 Days. The Contractor shall be responsible for all aspects of the preparation, storing, transportation and testing of cylinders for early strength determination. The Contractor shall utilize the independent laboratory. Curing of cylinders for early strength determination shall consist of storing the cylinders in or on the structure as near as possible to the component that they represent. The cylinders shall receive the same protection from the elements on all surfaces as is given to the portions of the structure that they represent. The Contractor shall identify the time of testing for early-break cylinders and notify the Contract Administrator prior to undertaking the testing. The Contractor shall deliver cylinders for early strength determination immediately prior to the time of testing. The Contractor shall provide results to the Contract Administrator within 24 hours of completing the compressive strength testing.

Early strength determination of concrete in post-tensioned structures shall be carried out on a minimum of four sets of cylinders representative of the concrete placed in the structure. At least one set of cylinders

from the start, middle, and end of the deck section being placed, shall be cast. All cylinder test results must reach the minimum stressing strength specified in the Contract Documents before stressing can commence. All costs associated with early strength cylinders shall be borne by the contractor.

Payment

Payment for this requirement shall be in the applicable tender item(s) in the contract including all laboratory testing costs, sample preparation and delivery of field cylinder samples costs.

TABLE 1
PRODUCTION SAMPLING AND TESTING MINIMUM FREQUENCIES

CONSTRUCTION CATEGORIES	Quantity for Each Class of Concrete per Placement (m3)	FIELD TESTS (Note 1 and 2)	
		28 Day Compressive Test Cylinders	Air, Slump and Temperature Tests (Note 4)
Abutment, Catchbasin and Maintenance Holes, Column, Culvert, Approach Slab, Footing, Pier, Wingwall, Retaining Wall, Slipformed Barrier Walls, Misc. Work	< 100 100 - 500 > 500	1 set/day 2 sets/day 3 sets/day	One test for each load of concrete until satisfactory control (Note 3) is established daily; then 1 test for each 5 loads of concrete. (Note 5)
Curb and Gutter, Median Barrier, Sidewalk, Barrier or Parapet Wall.	as above		One test for each load of concrete.
Deck.	< 100 100 - 500 > 500	2 sets/day 3 sets/day 4 sets/day	One test for each load of concrete until satisfactory control (Note 3) is established daily and rate of placement > 35 m3 per hour; then 1 test for each 3 loads of concrete.
Concrete Overlay.	< 30 > 30	2 sets/day 3 sets/day	One test for each load of concrete or one test per hour for continuous mix plants.
Non-Structural Volume Batching.	One set for each load.		One test for each load of concrete.

Notes:

1. Test Procedures: OPSS 1350
2. Minimum size of samples: Compressive strength - 15 litres, per set of standard cylinders Air test - 8 litres Slump test - 8 litres
3. Satisfactory control is considered to have been established when tests on five consecutive loads or batches of concrete are within specification requirements.
4. Air, slump and temperature tests shall also be done whenever compressive test cylinders are cast.
5. For slip formed barrier walls, field tests shall be taken as follows:

    a. The sample shall be directly from the load of concrete.

b. When tested in place in a plastic state the air content of concrete shall not be less than 4.5%. Tests shall be done when requested by the Contract Administrator.

COMPRESSIVE STRENGTH CYLINDER TEST REPORT

The Corporation of the City of Sault Ste. Marie

Public Works & Engineering Services

SAULT STE. MARIE, ONTARIO

Contract No.:	
Project:	
Client:	
Address:	
Attention:	

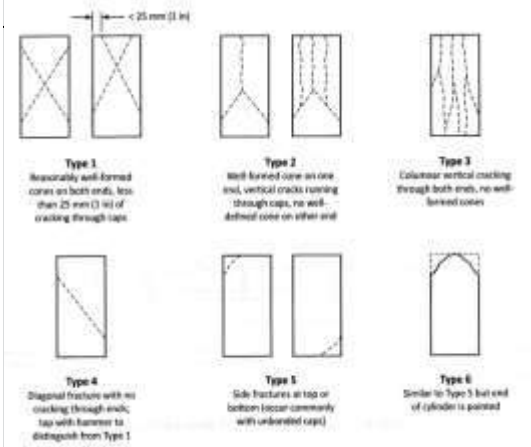
FIELD TEST CONDITIONS AND RESULTS (CSA A23.2-1C,3C,4C,5C,9C and 19C)

CONCRETE SUPPLIER:		SPECIFIED SLUMP (mm):		+/-	
BATCH PLANT LOCATION:		MEASURED SLUMP (mm):			
TICKET NO.:		SPECIFIED AIR %:			
LOAD NO.:		MEASURED AIR %:			
TIME MIXER CHARGED:		TEMP. OF CONCRETE (ºC):			
TRUCK NO.:		SAMPLED FROM:			
SPECIFIED STRENGTH (Mpa):		WATER ADDED ON THE JOB:		Amount:	
CONCRETE MIX I.D.:		BY WHAT AUTHORITY:			
NOM. SIZE OF AGG. (mm):		CYL. TRANSPORTED BY:			
SAMPLE LOCATION:		OF:			
DATE OF CASTING:		DATE OF TRANSPORTATION:			
TIME CYLINDERS CAST:		TIME OF TRANSPORTATION:			
CYLINDERS CAST BY:		DATE RECEIVED:			
OF:		TIME RECEIVED:			
AIR TEMP.(ºC):		LOCATION STORED:			
TYPE OF MOULD USED:		INFORMATION SPECIFIC TO CSA A23.2-19C (slump flow of S.C.C.)			
INITIAL 24 HR CURING TEMP.:		VSI VALUE:			
MIN. (ºC):	MAX. (ºC):	T_{50} cm TIME:			

LABORATORY TEST RESULTS

Cylinder No.	Date Tested (m/d/y)	Age At Time Of Testing (Days)	Weight of Cylinder (kg)	Load (N)	TOF	Density kg/m³	Cylinder Diameter (mm)	Area (mm²)	Strength (Mpa)	Specified Strength (Mpa)	Percent of Design Strength

Note:Suffix "F" denotes field cured , "TOF" denotes type of fracture



REMARKS:

COPIES TO:

Reported by:

Technician

WE HEREBY CERTIFY TESTING PROCEDURES IN ACCORDANCE WITH C.S.A. A23.1-00 FOR THAT PORTION OF THE TESTING PERFORMED BY THIS COMPANY

Appendix 5

City of City Sault Ste. Marie
Sidewalk Specifications

1. CONCRETE SIDEWALK

Reference
OPSS 351 – SIDEWALK
OPSS.MUNI 1350 – CONCRETE - MATERIALS AND PRODUCTION

The unit price for this item shall include the construction of all types of concrete sidewalk as per OPSD 310.010 to 310.050, including sidewalk ramps, drop sections at driveways, steel reinforcement and curing.

The provisions of OPSS 351 shall apply with the exception of the following

Delete clauses OPSS 351.05.01 and replace with the following:

Concrete for the above items shall be as per OPSS.MUNI 1350 based on the Performance Specification Alternative under 1350.04.02.01. The concrete shall meet the requirements of CAS A23.1-Table 2 based on an exposure of C-2 and minimum specified compressive strength of 32 MPa at 28 days.

For each concrete mix, the Contractor shall supply documentation confirming that the air content in the hardened concrete meets the requirements of OPSS 1350.05.02.04.

Existing concrete sidewalk shall be saw cut at the limits of removal as directed by the Engineer.

Width of sidewalk will be 1.5 metres unless otherwise stated on the drawings.

Sidewalk at all driveways and lane crossings shall be reinforced.

1.2 CURING

Curing shall be in accordance with OPSS 904.07.10.03 burlap and water. The burlap must be kept wet before and after application. A sprayed curing compound may be used provided the proper rates of application are followed OPSS 904.07.10.05 and OPSS 904.04.01.05.

1.3 EXPANSION JOINT

Expansion joint material will be placed where the sidewalk abuts a rigid object or change in direction, at all location as shown per OPSD 310.010 to 310.050 and shall be placed a maximum spacing of 9 meters or as directed by the City Engineer. Expansion Joint Material will be placed through the full depth of the concrete and any reinforcing wire will also be cut to allow for the complete separation of the sidewalk slab at that point.

1.31 CONTRACTION JOINT

There will be no dummy joints impressed into new concrete sidewalk. Contraction joints shall be placed transversely.

The width of the contraction joint shall be 3 to 5 mm a minimum depth of 65mm or at least one fourth of the thickness of the concrete depth. Contraction joints may be sawn, hand-formed, or made by 3mm thick division plates in the formwork. Sawing shall be done early after the concrete has set to prevent the formation of uncontrolled cracking.

The joints may be hand-formed by:

1) using a thin metal blade to impress a place of weakness into the plastic concrete or

2) Inserting 3mm thick steel strips into the plastic concrete temporarily. Steel strips shall be withdrawn before final finishing of the concrete.

Saw cutting is the City's preference.

1.4 STEEL REINFORCEMENT FOR DRIVEWAYS/LANE CROSSINGS

Reinforcing steel shall be welded wire mesh MW9.1XMW9.1X152X152.

1.5 PAYMENT

The unit bid price for this item shall include all costs of labour, equipment and material to construct concrete sidewalk and concrete wheelchair ramps at locations shown on contract drawings or determined by the Engineer in the field. Measurement for payment shall be by the square metre based on field measurement.

Appendix 6

City Sault Ste. Marie
Specification for
Pre-Construction Inspection

1. PRE-CONSTRUCTION PROPERTY INSPECTION

Payment at the lump sum price for this item shall include requirements to conduct a pre-construction survey of the existing residential and commercial buildings adjacent to and within the limits of the construction site. The pre-construction survey shall be undertaken similar to a pre-blast survey and should assist the Contractor in facilitating potential future claims by adjacent property owners.

The pre-construction survey is to be conducted by a qualified insurance adjuster retained by the contractor.

Payment at the contract price for this item shall include a visual inspection and recording of each developed property as follows:

- General overall video inventory of the exterior of the developed property including driveways, landscaping, buildings, signage, etc.. The video inventory shall be accompanied by audio description as the information is recorded and shall include the civic address, and type of property (e.g. Residential).
- Detailed inspection of the exterior surfaces of the building including building foundation, siding, brick, windows, chimney etc. All damaged areas including cracking shall be recorded using a video camera and shall be accompanied by an audio description of the damaged area.
- Detailed inspection of the basement (i.e. Interior) of the building to identify any existing damages including cracking. All damaged areas including cracking shall be recorded using a video camera and shall be accompanied by an audio description of the damaged area.

Prior to conducting the inspection the contactor shall notify each impacted property owner at least one week in advance by means of a flyer.

The contractor shall only conduct the survey following receipt of the property owners' authorization to proceed. In the event that a property owner fails to provide authorization, the Contractor shall video tape the property from the road allowance only.

The Contractor shall not undertake any construction activities prior to the completion of the inspection and issuance of the report or progress payments may not be processed.

1.1 SUBMISSIONS

All written detailed reports shall be placed in a three ring binder(s); all video shall be placed on a USB memory stick including an USB memory stick sleeve to be placed in the three ring binder(s).

The binder(s) shall include an index and shall be labeled on the front and on the binding indicating the projects location and year of the pre-construction survey was completed.

1.2 PAYMENT

The unit bid price for this item shall include all labour, equipment and materials to complete the work. Basis of payment will be by lump sum. Full payment will be made under this item in the first progress payment provided that a satisfactory preconstruction survey is filed with the Owner.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-17

DELEGATION TO ASSISTANT CITY SOLICITOR/SENIOR LITIGATION COUNSEL: A by-law to authorize the Assistant City Solicitor/Senior Litigation Counsel or his/her designate to execute and bind the Corporation to Agreements of Purchase and Sale with certain conditions (referenced below) in order to facilitate the sale of City properties with the recommendation for Council review and direction at the next available Closed Council session.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **AUTHORITY TO SIGN DOCUMENTS DELEGATED**

City Council hereby delegates to the Assistant City Solicitor/Senior Litigation Counsel or his/her designate the authority to execute and bind the Corporation to Agreements of Purchase and Sale with certain conditions in order to facilitate the sale of City properties with the recommendation for Council review and direction at the next available Closed Council session.

The wording of the Agreement of Purchase and Sale conditions are as follows:

"This Agreement of Purchase and Sale is conditional upon:

(a) approval by City Council of The Corporation of the City of Sault Ste. Marie (the "Council of the Vendor") of the within Agreement of Purchase and Sale, which approval shall occur only upon the Council of the Vendor passing a By-law authorizing the sale of the Property to the Purchaser on the terms and conditions set out in this Agreement of Purchase and Sale. Unless the Vendor gives notice in writing delivered to the Purchaser personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than _____ p.m. on the <insert date> day of <insert month>, <insert year>, that this condition is fulfilled, this offer shall be null and void; and

(b) the Purchaser signing the attached Acknowledgment confirming the Purchaser understands this is only a conditional offer until such time as Council of the Vendor formally approves the

Agreement of Purchase and Sale in accordance with Condition (a) herein."

2. **SCHEDULE "A"**

The Acknowledgement and Release attached as 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 30th day of January, 2023.

_____

MAYOR – MATTHEW SHOEMAKER

_____

CITY CLERK – RACHEL TYCZINSKI

LEGAL\STAFF\COUNCIL\BY-LAWS\2023\2023-17 DELEGATION RE PROPERTY OFFERS.DOC

SCHEDULE "A"
ACKNOWLEDGEMENT AND RELEASE

I/We the undersigned, hereby submit this Agreement of Purchase and Sale dated the ____ day of _____, 20___ to The Corporation of the City of Sault Ste. Marie (the "City") for consideration.

I/We the undersigned, hereby understand that the City has granted the Assistant City Solicitor/Senior Litigation Counsel delegated authority to sign the Agreement of Purchase and Sale containing a condition that the Agreement of Purchase and Sale must be approved by the Council of the Vendor before it is considered binding. I/We the undersigned understand and acknowledge that such "approval" by the Council of the Vendor **only** occurs if the Council of the Vendor passes a By-law that authorizes the sale of the Property to _____ on the terms and conditions set out in this Agreement of Purchase and Sale. If Council of the Vendor does not pass a By-law authorizing the sale of the Property to _____ on the terms and conditions set out in this Agreement of Purchase and Sale, this Agreement of Purchase and Sale is null and void, and of no force or effect.

I/We the undersigned, hereby understand and acknowledge that the Council of the Vendor has the sole right and absolute discretion to approve an Agreement of Purchase and Sale presented for consideration or to reject any and all such Agreements of Purchase and Sale and its decision is considered final.

I/We the undersigned, hereby understand and acknowledge that there is no recourse to or against the City or against any staff involved in any negotiation of this Agreement of Purchase and Sale and in any decision made by the Council of the City to not pass a By-law authorizing the sale of the Property to _____. To that end, I/we hereby acknowledge and agree to release and discharge the City and its staff, Council, representatives, heirs, executors, administrators, contractors, agents and assigns from any claims or causes of action known or unknown arising out of, directly or indirectly, the:

(a) negotiation of this Agreement of Purchase and Sale;
(b) any costs incurred by _____ in the preparation of the Agreement of Purchase and Sale, including but not limited to costs associated with legal fees, real estate agent fees, consulting fees, plans, diagrams, consultant reports, studies, etc.
(c) decision by Council of the Vendor to not pass a By-law authorizing the sale of the Property to _____ in the event that Council of the Vendor makes that decision.

I/We the undersigned further hereby acknowledges that the City is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (the "Act"). All documents submitted to the City become the property of the City and will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

I/We the undersigned hereby acknowledges that I/we have carefully read this Acknowledgement and fully understand the contents of same. I/We the undersigned further acknowledge and agree that I/we are waiving any right that I/we may have against the City and its staff, Council, representatives, heirs, executors, administrators, contractors, agents and assigns from any claim of any nature and kind related to the matters set out herein.

This Acknowledgement and Release of all claims is entered into this _____ day of _____, 20____.

_____
Witness
Print: _____

_____
Signature – Purchaser
Name:
_____

_____
Witness
Print: _____