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

Monday, October 21, 2024
5:00 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. Adoption of Minutes 15 - 31

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the Minutes of the Regular Council Meeting of October 1, 2024 and Special Council Meeting of October 10, 2024 be approved.

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

4. Declaration of Pecuniary Interest

5. Approve Agenda as Presented

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that the Agenda for October 21, 2024 City Council Meeting as presented be approved.

6. Presentations

6.1 Asset Management Presentation 32 - 44

Christiaan Lombard, Asset Management Lead and Luke Zhao, Asset Management Consultant, AECOM

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that all the items listed under date October 21, 2024 – Agenda item 7 – Consent Agenda be approved as recommended.

7.1 Sault Ste. Marie Region Conservation Authority 45 - 60

2025 draft proposed budget and levy and 2025 proposed fee schedule policy attached

7.2 2025 Council Meeting Schedule 61 - 62

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the City Clerk dated October 21, 2024 concerning 2025 Council meeting schedule be received and that the proposed schedule be approved.

7.3 Sprinklers and Domestic Water Line Upgrades Phase 1 – Civic Centre 63 - 65

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

The relevant By-law 2024-150 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.4 Delegated Authority for Up-Front Funding for Concerts and Events at the GFL Memorial Gardens 66 - 69

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated October 21, 2024 concerning Delegated Authority For Up-Front Funding for Concerts and Events at the GFL Memorial Gardens

be received, that the CAO be delegated authority to approve up-front funding to a maximum of $300,000 only for the purposes set out in this report, and that a request to transfer $300,000 from the Contingency Reserve to the GFL Event Reserve be approved.

The relevant delegation by-law will appear on a future Agenda.

7.5 Algoma District School Board – Community Sport and Recreation Infrastructure Fund 70 - 71

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated October 21, 2024 concerning the Algoma District School Board's request regarding the Community Sport and Recreation Infrastructure Fund be received and that Council approve an application on behalf of the City in collaboration with Algoma District School Board to establish a dome and rubberized track at Superior Heights Collegiate and Vocational School.

7.6 John Rhodes Community Centre Roof Replacement – NOHFC Contribution Agreement 72 - 73

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated October 21, 2024 concerning the John Rhodes Community Centre Roof Replacement – NOHFC Contribution Agreement be received and that the 2022 Capital Budget be increased by $530,000 for heat recovery system with net balance of the City share to be funded from internal debt.

The relevant By-law 2024-149 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.7 Financial Assistance for National Sports Competition for Addison Charette 74 - 75

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that the report of the Manager of Recreation and Culture dated October 21, 2024 concerning Financial Assistance for the National Sports

Competition for Addison Charette be received and that the recommendation of the Parks and Recreation Advisory Committee of a grant in the amount of $200 be approved.

7.8 Financial Assistance for National Sports Competition for Kassidy Lanteigne 76 - 77

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the Manager of Recreation and Culture dated October 21, 2024 concerning Financial Assistance for National Sports Competition for Kassidy Lanteigne be received and that the recommendation of the Parks and Recreation Advisory Committee of a grant in the amount of $200 be approved.

7.9 Bruce Mines Building Division Services By-Law Extension 78 - 83

A report of the Chief Building Official is attached for the consideration of Council.

The relevant By-law 2024-145 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.10 Bike Shelter Pilot Project 84 - 86

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that the report of the Sustainability Coordinator and the Manager of Recreation and Culture dated October 21, 2024 concerning Bike Shelter Pilot Project be received and that staff be directed to proceed with implementation if funding is received from the CDF Green Initiatives Fund.

7.11 Roberta Bondar Marina Collec'Thor Project 87 - 89

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that the report of the Sustainability Coordinator and Manager of Recreation and Culture dated October 21, 2024 concerning Bondar Marina Collec’Thor Project be received and that staff be directed to proceed with implementation should funding be received.

7.12 Community Development Fund – Green Initiatives Program Applications 2024 90 - 93

Q3 Intake

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that the report of the Sustainability Coordinator dated October 21, 2024 concerning Community Development Fund – Green Initiatives Program Applications 2024 Q3 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the four projects as follows be approved:

- École Notre-Dame-du-Sault Hydroponic Tower Garden Project – $5,495.40;
- FH Clergue Tree and Pollinator Plant Project – $4,124.75;
- Habitat for Humanity Kitchen Salvage Program Project – $5,000; and
- City of Sault Ste. Marie Bike Locker Project – $10,625.29.

7.13 Public Works Fleet Renewal Plan – 2025 94 - 110

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the DCAO, Public Works and Engineering Services dated October 21, 2024 regarding Public Works fleet replacement plan be received and that the funding of this plan be referred to the 2025 budget deliberation session.

7.14 Self-Cleaning Public Toilets 111 - 115

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that the report of the Deputy CAO, Public Works and Engineering Services and Deputy CAO, Community Development and Enterprise Services dated October 21, 2024 concerning Self-Cleaning Public Toilets be received and that a request be submitted to the 2025 budget process for a self-cleaning washroom at Clergue Park.

7.15 Landfill Business and Implementation Plan 116 - 120

A report of the Manager of Development and Environmental Engineering is

attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the Manager of Development and Environmental Engineering dated October 21, 2024 concerning the Landfill Business and Implementation Plan be received and that the Waste Management System Business Plan be approved.

7.16 Biosolids and Source Separated Organics Facility 121 - 123

A report of the Manager of Development and Environmental Engineering is attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the Manager of Development and Environmental Engineering dated October 21, 2024 concerning the Biosolids and Source Separated Organics facility be received and that Council approve, in principle, the proposed Biosolids and Source Separated Organics Facility at a current estimated project cost of $56 million with further updates to be provided as the detail design is completed.

7.17 Operations Agreements with the Township of Prince 124 - 125

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

The relevant By-laws 2024-152, 2024-153, and 2024-154 are listed under item 12 of the Agenda and will be read with all By-laws under that item.

7.18 Amendment to the Establishing and Regulating By-Law for Fire Services 126 - 127

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

The relevant By-law 2024-148 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.19 Fire Apparatus Procurement 128 - 129

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the Fire Chief dated October 21, 2024 concerning Fire Apparatus Procurement received and that one pumper be included in the 2025 capital budget and one pumper be included in the 2026 capital budget funded from internal debt with debt servicing of $90,000 added to each of the 2025 and 2026 budget.

7.20 **Open-Air Burning By-law** 130 - 132

A report of the Deputy Fire Chief, Prevention, Education and Emergency Management is attached for the consideration of Council.

The relevant By-law 2024-147 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.21 **Review of Fire Prevention User Fees and Service Charges** 133 - 139

A report of the Deputy Fire Chief, Fire Prevention, Education and Emergency Management is attached for the consideration of Council.

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that the report of the Deputy Fire Chief – Fire Prevention, Education and Emergency Management dated October 21, 2024 concerning the Review of Fire Prevention User Fees and Service Charges be received as information.

7.22 **Update on Vacant Building Enforcement** 140 - 147

A report of the Solicitor/Prosecutor and the Manager of Building and By-law is attached for the information of Council.

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that the report of the Solicitor/Prosecutor and the Manager of Building and By-law dated October 21, 2024 concerning Update on Vacant Building Enforcement be received as information.

7.23 **General Insurance Services – Contract Extension** 148 - 150

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

The relevant By-law 2024-156 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.24 ***HART (Homelessness, Addictions Recovery and Treatment) Hub in Sault Ste. Marie*** *151 - 151*

Correspondence from Mayor Shoemaker to the Deputy Premier and Minister of Health

7.25 ***Memorandum of Settlement with the Sault Ste. Marie Professional Firefighters Association, Local 529*** *152 - 153*

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
The report of the Director of Human Resources dated October 21, 2024 concerning Memorandum of Settlement with Sault Ste. Marie Professional Firefighters Association be received and that the Memorandum of Settlement be ratified.

A By-law authorizing execution of the Agreement will appear on a subsequent Council Agenda.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.2.1 Development and Implementation of a Vacant Home Tax 154 - 204

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the Manager of Taxation and Junior Planner dated October 21, 2024 concerning the Development and Implementation of a Vacant Home Tax (VHT) be received and that Council:

1. Adopt the VHT program;
2. Approve the program administration expenses, as set out in the estimates, with 2025 expenses to be funded from a contingency reserve to backstop the administration costs until revenue is received in 2026 to maintain a $0 levy impact for implementation; and
3. Approve a new reserve to direct any resulting surplus revenue, after all administrative costs have been recovered, to be used for purposes of housing-related programs, projects, and initiatives.

The relevant By-Law 2024-155 is listed under Agenda item 12 and will be read with all by-laws under that item.

8.2.1.1 Correspondence Received *205 - 207*

Mark Brown

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.8 Boards and Committees

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

9.1 Downtown Business Improvement Area

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Whereas the City of Sault Ste. Marie has had a Business Improvement Area known as the Downtown Association (formerly the Queenstown Association) since 1976, a time when Queen Street was the major commercial district within the community; and

Whereas since 1976, commercial activity in the community has become more spread out throughout the community, including the expansion of the mall, redevelopment of the St. Mary's Paper site into the Canal District, and expansion of offerings on Great Northern Road, Northern Avenue and Trunk Road; and

Whereas downtowns have, over the course of several decades, transformed from being solely commercial hearts of communities, to being the social hearts of a community, hosting festivals and events, all while continuing to offer commercial and retail draws; and

Whereas it is prudent to review if the model for downtown marketing and promotion that worked in 1976 continues to be the best model for our Downtown, recognizing that the community's definition of downtown is different than the Downtown Association's geographic boundaries; and

Whereas if Council believes downtown development is a community priority, it should be supported by the community, not just those businesses that front directly on Queen Street between Gore Street and East Street; and

Whereas dissolution of a Business Improvement Area is an option available to municipalities under the *Municipal Act, 2001;* and

Now Therefore Be It Resolved that staff be requested to investigate how comparable communities are activating, promoting and marketing their Downtowns, and report to Council on options available to it, either with a recommendation or with options from which Council could choose to best activate, promote and market Sault Ste. Marie's downtown.

9.1.1 Correspondence Received *208 - 208*

Downtown Association

9.2 Provincial Interference in Bike Lane Allocation 209 - 209

Mover Councillor A. Caputo

Seconder Councillor S. Spina
Whereas currently municipal transportation decisions are made by municipal officials informed by local knowledge and in consultation with local residents; and

Whereas the Ontario government has stated it will introduce legislation that, if passed, would require municipalities to get provincial approval before building any new bike lanes that reduce lanes of vehicle traffic and would force municipalities to demonstrate any proposed bike lanes will not have a "negative impact on vehicle traffic,"; and

Whereas this undermines local authority and municipal planning, specifically the Active Transportation Master Plan; and

Whereas the Association of Municipalities of Ontario, which represents 444 municipalities in the Province has stated “It is unclear how The Ministry of Transportation will be in a better position to make decisions about local matters”; and

Whereas, if passed, this legislation would be adding more red tape to advancing Active Transportation initiatives across the province

Now Therefore Be It Resolved that Mayor Shoemaker write a letter to the Honourable Doug Ford, Premier of Ontario and the Honourable Prabmeet Sarkaria expressing The City of Sault Ste Marie’s opposition to this proposed legislation

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 S. Kinach

Seconder Councillor A. Caputo
Resolved that all By-laws under item 12 of the Agenda under date October 21, 2024 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 2024-145 (Agreement) Bruce Mines Building Inspection Services 210 - 211

Extension

A report from the Chief Building Official is on the Agenda.

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that By-Law 2024-145 being a by-law to authorize the execution of the Extension Agreement between the City and The Corporation of the Town of Bruce Mines to extend the plans examination and building inspection services agreement be passed in open Council this 21st day of October, 2024.

12.1.2 By-law 2024-146 (Engineering) East End Wastewater Treatment Plant Settlement Mitigation Design 212 - 253

A report from the Manager of Purchasing is on the Agenda.

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that By-law 2024-146 being a by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. for East End Wastewater Treatment Plant Settlement Mitigation Design be passed in open Council this 21st day of October, 2024.

12.1.3 By-law 2024-147 (Fire Services) Open Air Burning 254 - 260

A report from the Deputy Fire Chief is on the Agenda.

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that By-Law 2024-147 being a by-law governing open-air burning within the City of Sault Ste. Marie be passed in open Council this 21st day of October, 2024.

12.1.4 By-law 2024-148 (Fire Services) Re-establish and Regulate Amendment to By-law 2020-211 261 - 264

A report from the Fire Chief is on the Agenda.

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that By-Law 2024-148 being a by-law to amend By-Law 2020-211 (being a by-law to re-establish and regulate a fire service for the City of Sault Ste. Marie) be passed in open Council this 21st day of October, 2024.

12.1.5 By-law 2024-149 (Agreement) John Rhodes Community Centre Upgrades – Northern Ontario Heritage Fund Corporation Contribution Agreement 265 - 289

A report from the Deputy CAO, Community Development and Enterprise

Services is on the Agenda.

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that By-law 2024-149 being a by-law to authorize the execution of the Agreement between the City and Northern Ontario Heritage Fund Corporation (NOHFC) for the roof replacement and heat recovery system project at the John Rhodes Community Centre (JRCC) be passed in open Council this 21st day of October, 2024.

12.1.6 By-law 2024-150 (Agreement) Civic Centre Sprinkler and Water Line Upgrades 290 - 424

A report from the Manager of Purchasing is on the Agenda.

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that By-Law 2024-150 being a by-law to authorize the execution of the Agreement between the City and S&T Electrical Contractors Ltd. for the Civic Centre Sprinklers and Domestic Water Line upgrade be passed in open Council this 21st day of October, 2024.

12.1.7 By-law 2024-152 (Agreement) Prince Township Winter Maintenance 425 - 429

A report from the Director of Public Works is on the Agenda.

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that By-law 2024-152 being a by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for winter control maintenance be passed in open Council this 21st day of October, 2024.

12.1.8 By-law 2024-153 (Agreement) Prince Township Road Maintenance 430 - 434

A report from the Director of Public Works is on the Agenda.

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that By-law 2024-153 being a by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for road maintenance be passed in open Council this 21st day of October, 2024.

12.1.9 By-law 2024-154 (Agreement) Prince Township Refuse 435 - 439

A report from the Director of Public Works is on the Agenda.

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that By-law 2024-154 being a by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for the disposal of refuse at the City's landfill site be passed in open Council this 21st day of October, 2024.

12.1.10 By-law 2024-155 (Municipal Vacant Home Tax) 440 - 445

A report from the Manager of Taxation and Junior Planner on the Agenda.

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that By-Law 2024-155 being a by-law to establish a vacant home tax in the City of Sault Ste. Marie be passed in open Council this 21st day of October, 2024.

12.1.11 By-law 2024-156 (Agreement) General Insurance Services Extension (Intact Public Entities Inc.) 446 - 448

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that By-law 2024-156 being a by-law to authorize the execution of the Extension Agreement between the City and Intact Public Entities Inc. to extend the General Insurance Services Renewal Agreement between the City and Intact Public Entities Inc. for an additional year be passed in open Council this 21st day of October, 2024.

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. Kinach

Seconder Councillor A. Caputo
Resolved that this Council move into closed session to discuss one item concerning labour relations or employee negotiations.

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

Municipal Act R.S.O. 2002 – section 239 2 (d) labour relations or employee negotiations

15. Adjournment

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL

MINUTES

Tuesday, October 1, 2024
5:00 pm
Council Chambers and Video Conference

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 (by video), Councillor C. Gardi, Councillor M. Scott

Officials: T. Vair, R. Tyczinski, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, B. Lamming, D. Perri, C. Rumiel, M. Borowicz-Sibenik, P. Tonazzo, V. McLeod, L. Girardi, F. Coccimiglio, T. Vecchio, M. Zuppa, K. Pulkkinen

---

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor A. Caputo
Seconded by: Councillor R. Zagordo

Resolved that the Minutes of the Regular Council Meeting of September 9, 2024 and Special Council Meeting of September 18, 2024 be approved.

Carried

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

4. Declaration of Pecuniary Interest

5. Approve Agenda as Presented

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that the Agenda for October 1, 2024 City Council Meeting and Addenda as presented be approved with the exception of the removal of the closed session motion (Agenda item 14).

Carried

6. Presentations

Liam Brechin was in attendance to delegate to Council regarding Agenda item 7.1 Corporate Strategic Plan 2024--2027 and Agenda item 7.3 Homelessness and Addiction Recovery Treatment Hub Funding Application

Julie Hryniewicz was in attendance to delegate to Council regarding Agenda item 7.3 Homelessness and Addiction Recovery Treatment Hub Funding Application

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

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

Resolved that all the items listed under date October 1, 2024 – Agenda item 7 – Consent Agenda save and except Agenda item 7.11 be approved as recommended.

Carried

7.1 Corporate Strategic Plan 2024 – 2027

The report of the CAO was received by Council.

Moved by: Councillor S. Kinach
Seconded by: Councillor R. Zagordo

Resolved that the report of the Chief Administrative Officer dated October 1, 2024 concerning the Corporate Strategic Plan Feedback be received and that Council approve the Plan.

Carried

7.2 Northern Ontario Heritage Fund Corporation – YMCA Contribution Agreement – Boiler Replacement

The report of the CAO was received by Council.

The relevant By-law 2024-139 is listed under item 12 of the Minutes.

7.3 Homelessness and Addiction Recovery Treatment Hub Funding Application

The report of the CAO was received by Council.

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that the report of the CAO dated October 1, 2024 concerning the HART Hub funding opportunity be received and that Council authorize a letter of support outlining the importance and critical need for establishing a HART Hub in Sault Ste. Marie and region;

Further that Council endorse and support the funding application from the Canadian Mental Health Association Algoma.

Carried

7.4 2024 City of Sault Ste Marie Credit Rating

Moved by: Councillor S. Kinach
Seconded by: Councillor R. Zagordo

Resolved that the report of the Chief Financial Officer/Treasurer dated October 1, 2024 concerning the 2024 City of Sault Ste Marie Credit Rating be received as information.

Carried

7.5 Tender for Line Painting Services – Traffic Division

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

Moved by: Councillor S. Kinach
Seconded by: Councillor A. Caputo

Resolved that the report of the Manager of Purchasing dated October 1, 2024 concerning the provision of Line Painting services of City streets as required by Public Works and Engineering Services, Traffic Division be received and the services be awarded to McGuinness Coatings Ltd. for the 2025, 2026, and 2027 seasons and extension option at the tendered pricing HST extra.

Carried

7.6 Bay Street Active Living Centre Floor Replacement

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

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

Resolved that the report of the Manager of Recreation and Culture dated October 1, 2024 concerning the Bay Street Active Living Centre Floor Replacement be received and that the $23,500 from the Parks and Recreation Reserve be approved to support the project.

Carried

7.7 Arts and Culture Assistance Stream Program Guidelines Update

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

Moved by: Councillor S. Kinach
Seconded by: Councillor R. Zagordo

Resolved that the report of the Manager of Recreation and Culture dated October 1, 2024 concerning Arts and Culture Assistance Stream Program Guidelines Update be received and that the recommendation of the Cultural Vitality Committee to split the funds equally between the two intake periods be approved.

Carried

7.8 Building Division Annual Fee Report 2023

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

Moved by: Councillor S. Kinach
Seconded by: Councillor A. Caputo

Resolved that the report of the Chief Building Official dated October 1, 2024 regarding the Building Division Annual Fee Report 2023 be received as information.

Carried

7.9 By-Law Enforcement Appointments

The report of the Manager of Building and By-law Enforcement was received by Council.

The relevant By-Law 2024-140 is listed under item 12 of the Minutes.

7.10 Graffiti Committee

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

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

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated October 1, 2024 concerning a Graffiti Subcommittee of the Cultural Vitality Committee be received and that the terms of reference of the subcommittee be approved.

Carried

7.12 Traffic Calming During Capital Construction Projects

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

Moved by: Councillor S. Kinach
Seconded by: Councillor R. Zagordo

Resolved that the report of the Municipal Services and Design Engineer dated October 1, 2024 regarding Traffic Calming be received as information.

Carried

7.13 Additional Updates to Traffic By-law – 2024

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

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that the report of the Municipal Services and Design Engineer dated October 1, 2024 concerning the Additional Traffic By-law Updates – 2024 be received and the recommended amendments be approved.

The relevant amendments to the Traffic By-Law will appear on a future Council Agenda.

Carried

7.14 Regional Fire Training Centre Memorandum of Understanding 2024

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

The relevant By-Law 2024-136 is listed under item 12 of the Minutes.

7.15 Overtime and Staffing Update Report

The report of the Fire Chief was received by Council.

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that the report of the Fire Chief dated October 1, 2024, concerning Overtime and Staffing Update be received as information.

Carried

7.16 Municipal Capital Facilities Exemption Request for Sault Ste. Marie Airport Development Corporation

The report of the City Solicitor was received by Council.

The relevant By-laws 2024-137 and 2024-138 are listed under item 12 of the Minutes.

7.17 Road Closure – Corey Avenue Between Manitou Drive and Wiber Street

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

The relevant By-law 2024-144 is listed under item at of the Minutes.

7.11 Traffic Signal Removal Study

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

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

Resolved that the report of the Municipal Services and Design Engineer dated October 1, 2024 concerning Traffic Signal Removal Study be received and that staff be directed to proceed with the removal of signals at the intersection of Albert Street and Dennis Street and the reinstatement of the traffic signals at the intersections of Albert Street and Elgin Street and Queen Street and Church Street. **Not Read**

7.11.1 Amended Motion

Moved by: Councillor S. Spina
Seconded by: Councillor R. Zagordo

Resolved that the report of the Municipal Services and Design Engineer dated October 1, 2024 concerning Traffic Signal Removal Study be received and that staff be directed to proceed with the removal of signals at Albert Street and Dennis Street and the intersection of Queen Street and Church Street, and the reinstatement of the traffic signals at the intersection of Albert Street and Elgin Street;

Further that staff be directed to recommend pedestrian crossing improvements for area residents.

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

Councillor S. Kinach	X			
Councillor C. Gardi		X		
Councillor M. Scott		X		
Results	**6**	**5**	**0**	**0**

Carried

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.1.1 Former Sault Area Hospital Site

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

By-law 2024-141 Document Registration Agreement

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that By-law 2024-141, being a by-law to authorize the City Solicitor or her designate to execute the Document Registration Agreement between the City and Carlo Vincenzo Spadafora and the Solicitors representing the Private Mortgage Holders.

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

Carried

By-law 2024-142 (Property Acquisition) 941 Queen Street East, 941 Queen Street East Water Lot, 995 Queen Street East (Leisure Meadows Community Living Inc.)

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that By-law 2024-142 being a by-law to authorize the acquisition of property located at civic 941 Queen Street East, 941 Queen Street East Water Lot, and 995 Queen Street East (LEISURE MEADOWS COMMUNITY LIVING INC.) be passed in open Council this 1st day of October, 2024.

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

Carried

By-law 2024-143 (Property Acquisition) 10 Lucy Terrace (1667271 Ontario Inc.)

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that By-law 2024-143 being a by-law to authorize the acquisition of property located at civic 10 Lucy Terrace (1667271 Ontario Inc.) be passed in open Council this 1st day of October, 2024.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			

Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	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

8.5 Fire Services

8.6 Legal

8.7 Planning

8.8 Boards and Committees

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

9.1 Traffic Lights at Wallace Terrace and Goulais Avenue

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

Whereas City Council recognizes the importance of efficient traffic management and safety at all intersections within the city; and

Whereas there have been ongoing discussions regarding the necessity and effectiveness of the traffic lights located at the intersection of Wallace Terrace and Goulais Avenue; and

Whereas safety concerns have been raised by local residents and businesses about the removal of the traffic lights at this intersection

Now Therefore Be It Resolved that Council directs the appropriate City department(s) to:

1. Temporarily cover the traffic lights at the intersection of Wallace Terrace and Goulais Avenue for a trial period of which the length is determined by similar trials.
2. Monitor and assess traffic flow, pedestrian safety, and overall intersection performance during the trial period.
3. Gather feedback from local residents, businesses, and other stakeholders regarding their experiences during the trial period.
4. Prepare a comprehensive report on the findings of the trial, including recommendations on whether the traffic lights should be permanently removed or reinstated.
5. Present the report to the City Council at the conclusion of the trial period for a final decision.

Further Be It Resolved that appropriate measures, such as signage or temporary stop signs, be implemented during the trial period to ensure the safety of all road users.

	For	**Against**	**Conflict**	**Absent**
Mayor M. Shoemaker		X		
Councillor S. Hollingsworth	X			
Councillor S. Spina		X		
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo		X		
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	**8**	**3**	**0**	**0**

Carried

9.2 Community Safety Zones

Moved by: Councillor A. Caputo
Seconded by: Councillor R. Zagordo

Whereas community safety zones are defined as segments of roadways where public safety is of special concern and may include roadways near parks/playgrounds, daycare centres, recreation areas, hospitals, senior centres/residences, and areas with a large concentration of pedestrian activity; and

Whereas Sault College enrollment has increased significantly in the last 10 years, increasing population and foot traffic in the area; and

Whereas a number of elementary schools have amalgamated, effectively creating super-schools and/or schools with higher enrollment in the area; and

Whereas speeding has been identified as a major issue around the city. This is documented to be well over the posted 40 km/hr in many school zones including St Paul School (posting 59.5 km as 85th percentile speed) and Boreal French Immersion (posting 64.94 km as 85th percentile speed); and

Whereas this area has connections to the Hub Trail, new development, buildings housing seniors and citizens with disabilities, as well as many families

Now Therefore Be It Resolved that staff report back to Council regarding designating Northern Avenue from Sackville Road to Pine Street a Community Safety Zone; and regarding designating Pine Street from Northern Avenue to McNabb Street a Community Safety Zone.

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

Carried

9.3 Base Line and Carpin Beach Road Intersection

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

Whereas the intersection of Base Line and Carpin Beach Road is located in close proximity to R.M. Moore Public School, where a significant number of children and families regularly travel to and from the area; and

Whereas the safety of students, staff, and residents is of paramount importance to this Council; and

Whereas over the past three years there have been two major traffic incidents at this intersection, both of which resulted in direct damage to the playground where R.M. Moore students play, and where we have been incredibly fortunate that no injuries have occurred; and

Whereas increased traffic volumes and speeding vehicles at this intersection present an ongoing and unacceptable risk to the safety of pedestrians, particularly school children

Now Therefore Be It Resolved that Council request staff to report back regarding the installation of a four-way stop at the intersection of Base Line and Carpin Beach Road; and

Further Be It Resolved that staff be requested to explore additional traffic calming measures and enhanced signage to ensure the safety of children and all pedestrians in the vicinity of R.M. Moore Public School.

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

Results	**11**	**0**	**0**	**0**

Carried

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that all By-laws under item 12 of the Agenda under date October 1, 2024 be approved.

Carried

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

12.1.1 By-law 2024-135 (Zoning) 2707728 Ontario Inc. – Mario Palumbo – Crimson Ridge Golf Course

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that By-law 2024-135 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 418 Fourth Line West (2707728 Ontario Inc. – Mario Palumbo – Crimson Ridge Golf Course) be passed in open Council this 1st day of October, 2024.

Carried

12.1.2 By-law 2024-136 (Agreement) Fire Services Emergency Services Training and Development

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that By-law 2024-136 being a by-law to authorize the execution of the Agreement between the City and His Majesty the King in Right of Ontario as represented by the Solicitor General operating through the Ontario Fire College (the “OFC”) to conduct and host Fire Service training and development in our municipality be passed in open Council this 1st day of October, 2024.

Carried

12.1.3 By-law 2024-137 (Agreement) Municipal Capital Facility

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that By-law 2024-137 being a by-law to authorize an agreement between the City and the Sault Ste. Marie Airport Development Corporation ("The Airport") for the provision of a Municipal Capital Facility at the Sault Ste. Marie Airport located at 475 Airport Road Unit 1, Sault Ste. Marie be passed in open Council this 1st day of October, 2024.

Carried

12.1.4 By-law 2024-138 (Taxation Exemption) Municipal Capital Facility Sault Ste. Marie Airport Development Corporation

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that By-law 2024-138 being a by-law to provide for the partial taxation exemption for the Sault Ste. Marie Airport Development Corporation ("the Airport") as a Municipal Capital Facility be passed in open Council this 1st day of October, 2024.

Carried

12.1.5 By-law 2024-139 (Agreement) YMCA Boiler Replacement

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that By-law 2024-139 being a by-law to authorize the execution of the Agreement between the City and the Young Men's Christian Association, of Sault Ste. Marie and the Northern Ontario Heritage Fund Corporation to support costs related to the replacement of the boiler system at the YMCA be passed in open Council this 1st day of October, 2024.

Carried

12.1.6 By-law 2024-140 (By-law Enforcement Officers) – Building

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that By-law 2024-140 being a by-law to appoint by-law enforcement officers to enforce The Corporation of the City of Sault Ste. Marie Property Standards By-law as Property Standard Officers and enforce various other by-laws of The Corporation of the City of Sault Ste. Marie as By-law Enforcement Officer be passed in open Council this 1st day of October, 2024.

Carried

12.1.7 By-law 2024-144 (Road Closure) Corey Avenue

Moved by: Councillor M. Bruni
Seconded by: Councillor A. Caputo

Resolved that By-law 2024-144, being a by-law to permit the temporary closing of Corey Avenue between Manitou Drive and Wiber Street from October 7, 2024, to November 1, 2024 for a watermain rehabilitation project be passed in open Council this 1st day of October 2024.

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

15. Adjournment

Moved by: Councillor S. Kinach
Seconded by: Councillor R. Zagordo

Resolved that this Council now adjourn.

Carried

_____

Mayor

_____

City Clerk

The Corporation of the City of Sault Ste. Marie

Special Meeting of City Council

Minutes

Thursday, October 10, 2024
4:30 pm
Video Conference

Present:	Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor R. Zagordo, Councillor M. Bruni, Councillor C. Gardi, Councillor M. Scott
Absent:	Councillor S. Spina, Councillor A. Caputo, Councillor S. Kinach
Officials:	T. Vair, M. Zuppa, K. Fields, B. Lamming, M. Borowicz-Sibenik, T. Vecchio, L. Girardi

---

1. Land Acknowledgement

2. Approve Agenda as Presented

Moved By Councillor M. Bruni
Seconded By Councillor S. Hollingsworth

Resolved that the Agenda for the October 10, 2024 Special City Council Meeting as presented be approved.

Carried

3. Declaration of Pecuniary Interest

4. Former Sault Area Hospital Site

4.1 Report of the Assistant City Solicitor/Senior Litigation Counsel

The report of the Assistant City Solicitor was received by Council.

4.2 By-law 2024-151 (Property) Surplus 941 Queen Street East, 941 Queen Street East Water Lot, 995 Queen Street East, 10 Lucy Terrace

Moved By Councillor M. Bruni
Seconded By Councillor S. Hollingsworth

Resolved that By-Law 2024-151 being a by-law to declare the City owned properties legally described in PIN 31539-0151 (LT) being civic 941 Queen Street East; PIN 31539-0153 (LT) being civic 941 Queen Street East Water Lot; PIN 31539-0158 (LT) being civic 995 Queen Street East; and PIN 31539-0148 (LT) being civic 10 Lucy Terrace as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 10th day of October, 2024.

Carried

5. Adjournment

Moved By Councillor M. Bruni
Seconded By Councillor L. Vezeau-Allen

Resolved that this Council shall now adjourn.

Carried

_____

Mayor

_____

Deputy City Clerk

AECOM

Non-Core Asset Management Plans

City of Sault Ste Marie

October 21, 2024

Christiaan Lombard, MBA P.Eng., IAM Cert., Asset Management Lead, Canada
Donghui Lu, Ph. D., IAM Cert., Asset Management Lead, Ontario
Luke Zhao, Ph.D., P.Eng., IAM Cert., Asset Management Consultant, Ontario

Delivering a better world

aecom.com

Agenda

1. Ontario Regulation 588 / 17
2. What is Asset Management + Project Methodology?
3. City's Non-Core Asset Portfolio
4. Asset Management Plan Components
   i. What is the state of infrastructure?
   ii. What are the Levels of Service (LoS)?
   iii. What are the asset lifecycle strategies?
   iv. What are the funding needs?
   v. How can AM planning be improved?
5. Q&A

aecom.com

Ontario Regulation 588 / 17

Deadline	Regulatory Requirement	Requirements on Levels of Service
July 1st, 2019	All Municipalities are required to prepare their first **Strategic Asset Management Policy**	NA
July 1st, 2022	All municipalities are required to have an **Asset Management Plan** for its **entire core municipal infrastructure**.	Existing LoS for **Core** Assets
July 1st, 2024	All municipalities are required to have an **asset management plan** for infrastructure **assets not included under their core assets**.	Existing LoS for **All** Assets
July 1st, 2025	All AM Plans must include information about the **LoS that the municipality proposes to provide**, the **lifecycle activities** and **associated costs** needed to achieve those LoS, **available funding**, any **funding shortfalls**, and the **risk** of failing to meet the proposed LoS.	**Proposed LoS for All Assets**

aecom.com

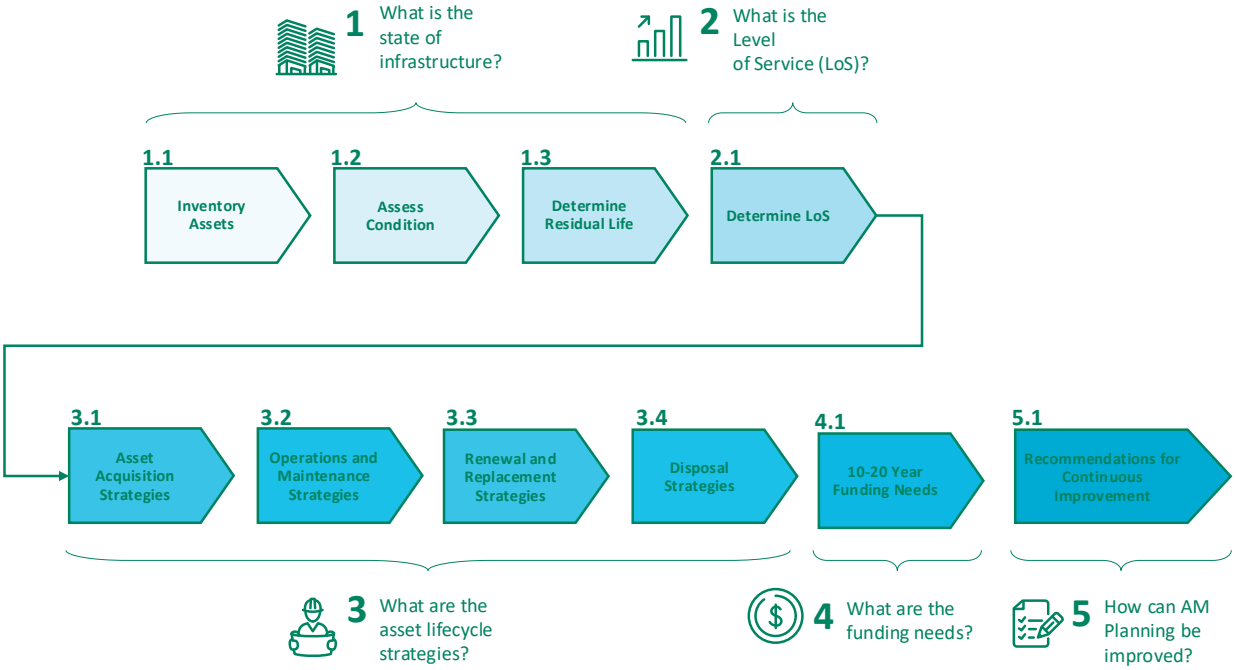
What is Asset Management?

Asset Management is an **integrated process** that combines the **skills, expertise, and activities of people** with **information** about a community's **physical assets** and **finances** so that **informed decisions** are made to support **sustainable service delivery**

Framework for Sustainable Infrastructure
Source: Adapted from Asset Management for Sustainable Service Delivery: A BC Framework

aecom.com

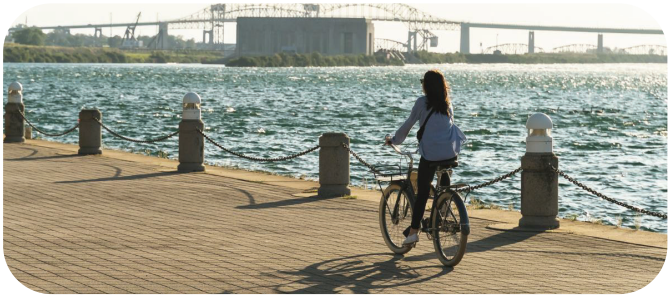
Asset Management Methodology



aecom.com

The City's Non-Core Asset Portfolio

- Active Transportation
- Facilities
- Fleet
- Parks and Cemetery
- Protective Services
- Roadway Appurtenances
- Solid Waste



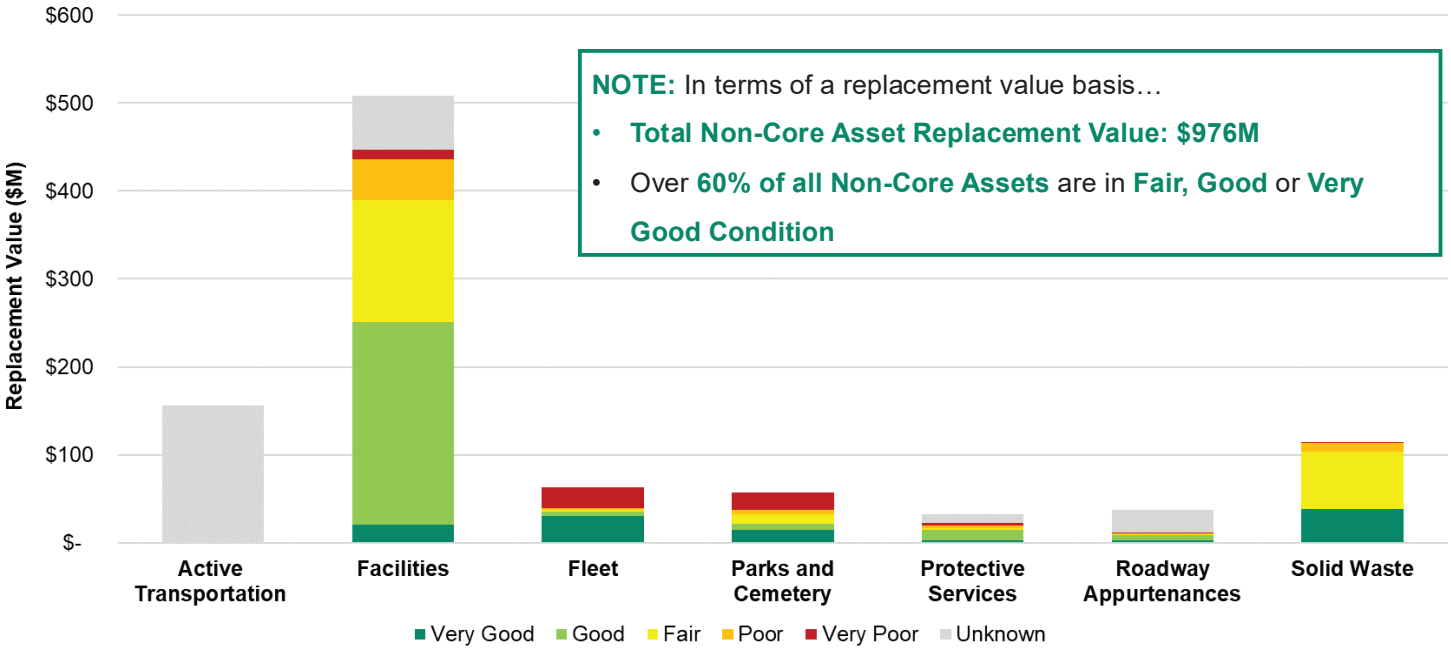
Active Transportation

Fire Support Services

Landfill

aecom.com

i. What is the State of Infrastructure?



NOTE: In terms of a replacement value basis…

- **Total Non-Core Asset Replacement Value: $976M**
- Over **60% of all Non-Core Assets** are in **Fair, Good** or **Very Good Condition**

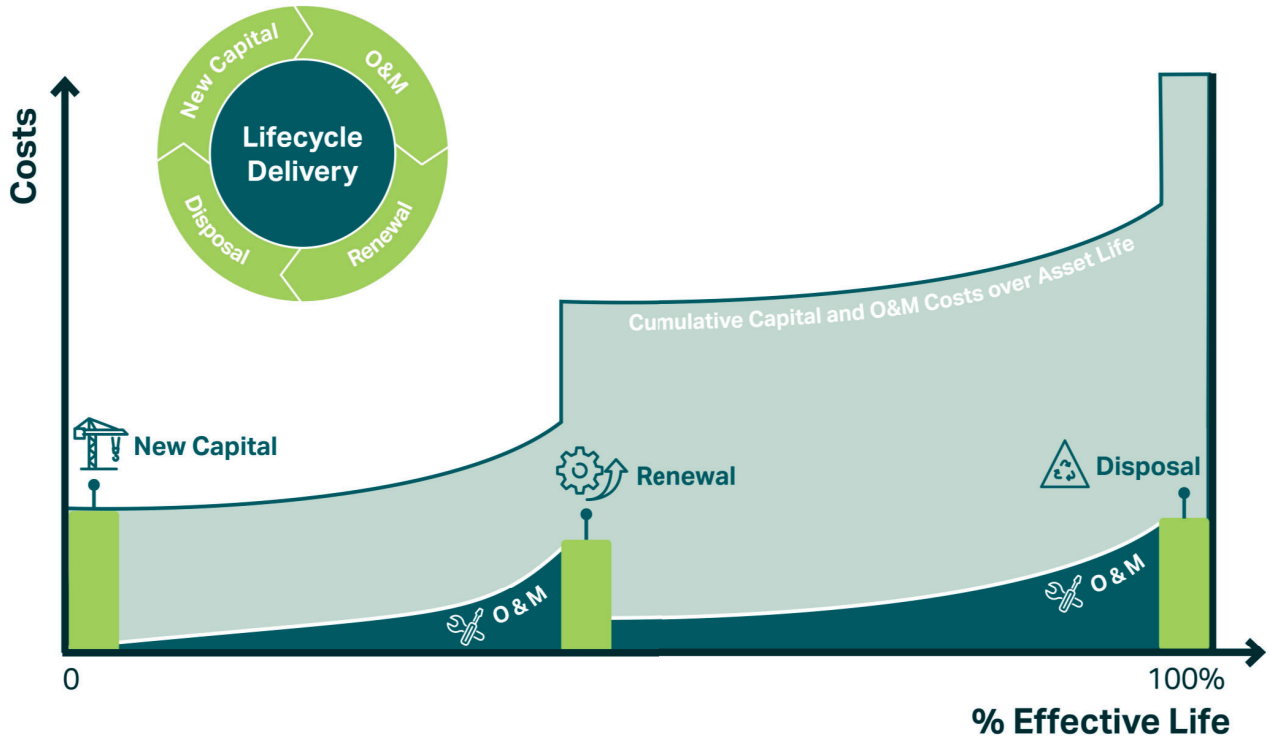
aecom.com

ii. What is Level of Service (LoS)?

LoS Measure Examples

Asset Class	Universal Service Value	Technical Measures
Active Transportation	Access & Capacity	Walking, cycling and transit volumes on key corridors
Facility	Access & Capacity	GFL Memorial Gardens - # of Walkers per Year
Fleet	Quality & Reliability	Average Age of Fleet in Years
Parks and Cemetery	Customer Service & Responsiveness	Number of Hours of Sport Fields Booked Annually
Protective Services	Affordability	Total Fire Operating Cost per 1,000 Population
Roadway Appurtenance	Quality & Reliability	Frequency of Inspecting Signs
Solid Waste	Environment & Sustainability	Curbside Residential Waste per Capita

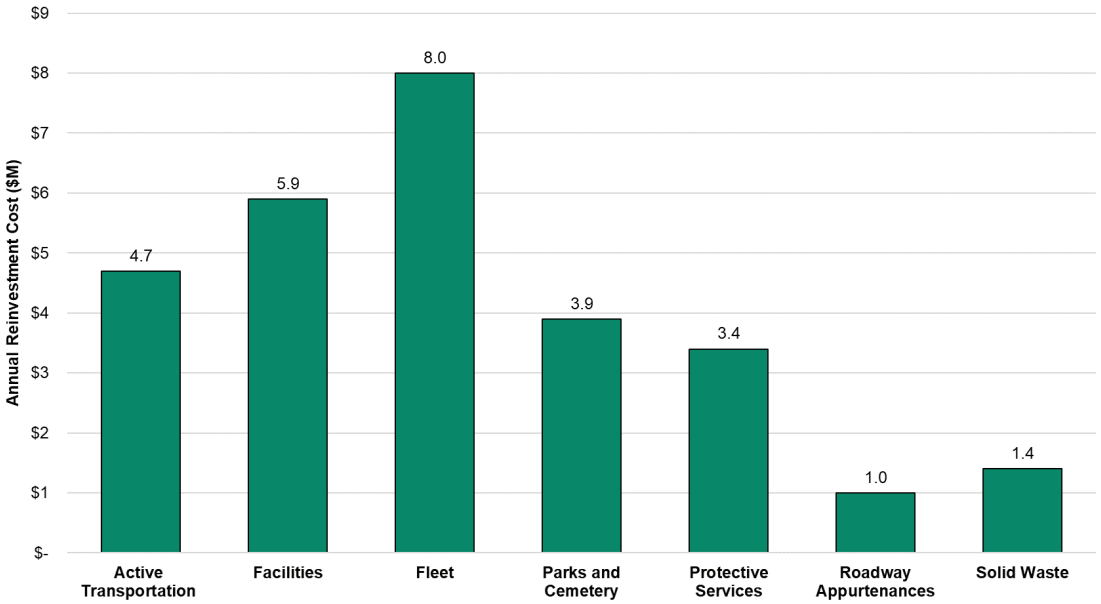
iii. What are the Asset Lifecycle Strategies?



aecom.com

iv. What are the Funding Needs? (1 of 2)

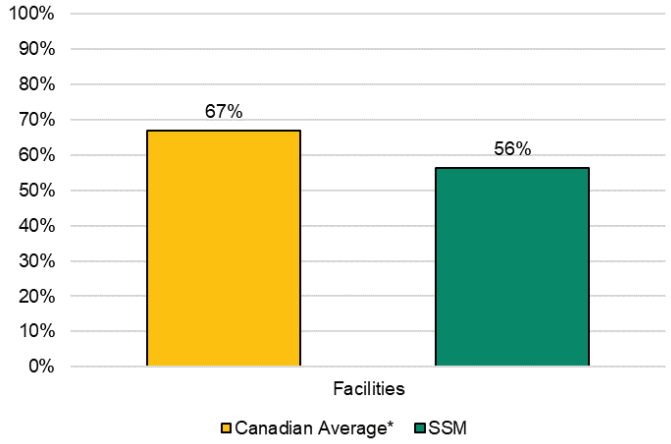
Non-Core Assets: 10-Year Average Annual Reinvestment Need



aecom.com

iv. What are the Funding Needs? (2 of 2)

Percentage of Facility Assets in Good to Very Good Condition



CANADIAN INFRASTRUCTURE REPORT CARD 2019

* Source: 2019 Canadian Infrastructure Report Card. Facilities include ice arena facilities, pool facilities, arts and culture facilities, and other facilities such as skate parks, sports fields, community centers, and multi-purpose facilities.

NOTE:

- Indications are that the **City of Sault Ste Marie** has fewer Good to Very Good **Facility Assets** than its **municipal peers**, considering the example of facility assets shown on the left.
- These assets are continuously ageing and **increased capital funding** for **Non-Core assets** is required to:
  - Sustain the **high quality of service** that the City's customers are accustomed to.
  - Manage **risk** and avoid unexpected **asset failures**.

aecom.com

v. How Can AM Planning Be Improved?

1. Continue to refine asset inventories and close current data gaps
2. Continue updating asset condition data to improve understanding of asset condition
3. Work towards meeting the O. Reg. 588/17 mid-2025 deadline by:
   - Linking asset risks to the ability to maintain desired LoS, ensuring that any risk of failure is understood in terms of its impact on service delivery, public safety, and long-term sustainability
   - Establishing a sustainable funding model for non-core assets
4. Continue improving the City's Non-Core AM program

aecom.com

AECOM Delivering a better world

EMAIL
christiaan.lombard@aecom.com
donghui.lu@aecom.com

Sault Ste. Marie Region Conservation Authority

October 2, 2024

Shelley Schell, Chief Financial Officer & Treasurer
Finance Department
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Re: Sault Ste. Marie Region Conservation Authority – Draft 2025 Budget and Levy

Dear Shelley:

Please find attached a copy of the Sault Ste. Marie Region Conservation Authority's (SSMRCA) 2025 Draft Budget, which sets out the proposed levy and each municipality's portion.

A resolution was passed at the September 17, 2024, SSMRCA Board Meeting to circulate the Draft Budget and proposed levy to the member municipalities. The 2025 draft Budget will come before the SSMRCA Board of Directors for final approval on November 19, 2024, at 4:45 p.m. at the SSMRCA Administration Office located at 1100 Fifth Line East, Sault Ste. Marie.

Draft 2025 Budget

The SSMRCA has developed it's 2025 budget to prevent unnecessary increases in expenditures. The operational budget will apply self generated revenue to lower the impact of the levy to our municipal partners. The SSMRCA Board of Directors directed the authority to budget responsibly for 2025 and to continue with existing programs.

The Draft 2025 Budget proposes an overall Operational Levy increase of $7,237.54 (1.25%) from 2024. The addition of the Capital Levy at $25,000 results in an overall Total Levy increase of $19,737.54 (3.35%) from 2024.

In addition to the draft budget through partnership programs, it is anticipated that the SSMRCA will expend approximately $134,000 on the Drinking Water Source Protection Program, with revenue offset from the Provincial government for this program. This program will have no impact on the municipal levy.

Municipal Apportionment

As noted above, the draft budget proposes an Operational Levy increase of $7,237.54 (from $576,944.46 in 2024 to $584,182.00 in 2025). This results in a 1.25% increase to the Operational Levy. The apportionment of the Operational Levy is based on the portion of the current value assessment in each municipality relative to the total current value assessment for the watershed.

The current value assessment figures are provided by the Province and are outlined in the table below:

SSMRCA Levy Apportionment Data for 2025 Budget			
Municipality	**% in CA**	**2024 CVA (Modified) in Watershed**	**CVA Based Apportionment Percentage**
Prince Township	65	110,063,681	1.20
City of Sault Ste. Marie	100	9,076,703,546	98.80
		9,186,767,227	100
Source: Province of Ontario			

The proposed increase in the Operational Levy for each Municipality, using the apportionment data, is shown in the table below.

Municipal Operational Levy	2024	2025	Increase	% Increase
Prince Township	$ 6,869.65	$ 7,010.00	$ 140.35	2.04%
City of Sault Ste. Marie	$ 570,074.81	$ 577,172.00	$ 7,097.19	1.24%
TOTAL	**$ 576,944.46**	**$ 584,182.00**	**$ 7,237.54**	
			1.25%	

The table below outlines the Operational and Capital Levy total for each Municipality, using the apportionment data.

Municipal Total Levy	Operational + Capital 2024	Operational + Capital 2025	Increase	% Increase
Prince Township	$ 6,869.65 + $ 0.00	$ 7,010.00 + $0.00	$ 140.35	2.04%
City of Sault Ste. Marie	$ 570,074.81 + $ 12,500.00	$ 577,172.00 + $25,000.00	$ 19,597.19	3.36%
TOTAL	**$ 589,444.46**	**$ 609,182.00**	**$ 19,737.54**	
			3.35%	

As per the *Conservation Authorities Act*, Section 27.1 (1) there is a 30-day period to appeal levy apportionment to the Ontario Lands Tribunal.

In considering the levy in relation to the budget, the following should be taken into account:

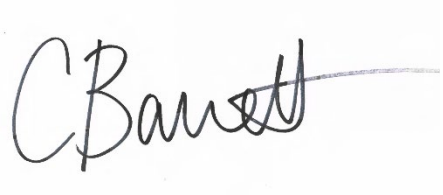
- The Total Levy (operational + capital) for 2020 was not increased.
- The Total Levy (operational + capital) for 2023 saw a decrease from 2022 by 0.65%.
- Increases in total levy fluctuate across the watershed municipalities from year to year. A municipality's levy/assessment that increases more that the average in any given year may have had a small or no increase in previous years.
- The proposed percent increase in Operational Levy combined for the watershed is 1.25%. The change in total levy apportioned to each municipality varies depending on the current value assessment for the year.
- The proposed Capital Levy for 2025 includes one important project to take place on the Fort Creek Dam. Prior to construction of the Fort Creek Dam, major flooding occurred in Sault Ste. Marie as

Fort Creek overflowed it banks. The flooding occurred in populated areas where existing aqueducts did not have sufficient drainage capacity to convey peak runoff. Consequently, the primary object of the Fort Creek Dam was to provide flood control. The dam functions by retaining run-off from a rain event and subsequently releasing it when downstream flows have subsided. This project is needed to ensure that the Dam continues to operate at the level that it was designed for.

Of the $609,182.00 Total Levy, $68,113.00 is matching funds with the Provincial contribution agreement and $541,069.00 is non-matching funds. The non-matching funds will be approved through a weighted majority vote by SSMRCA Board members, while the matching funds will be approved through a simple majority vote.

If you have any questions regarding the draft 2025 Budget, please contact me at 705-946-8530 ext. 1005 or cbarrett@ssmrca.ca. I am available to present to municipal Councils as needed.

Sincerely,



Corrina Barrett
General Manager/Secretary-Treasurer
Sault Ste. Marie Region Conservation Authority

attach/

Sault Ste. Marie Region Conservation Authority

2025 Proposed Budget and Levy
For Municipal Consultation

Version 1.0

Sault Ste. Marie Region Conservation Authority
Administration Office
1100 Fifth Line East
Sault Ste. Marie, ON
P6A 6J8
Tel: 705-946-8530
Fax: 705-946-8533
Web: https://ssmrca.ca/

SSMRCA 2025 Draft Budget and Levy for Municipal Consultation

Executive Summary:

The 2025 Draft Budget has been set at $895,795.00 which includes a Total levy of $609,182.00 of which the City of SSM pays an Operational Levy of $577,172.00 plus an additional $25,000 Capital Levy ask for capital related projects for a total levy of $602,172.00. The remainder constitutes Prince Township's share at $7,010.00. The 2025 draft budget contains a 1.24 to 2.04% (dependent on Municipality) increase to the Operational Levies compared to 2024, and an overall increase to the Total Levy (operational + capital) of 3.90% compared to 2024. The 2025 draft Budget has been reformatted to adhere to the requirements in *O. Reg. 402/22*. A resolution was passed at the September 17, 2024, SSMRCA Board Meeting to circulate the draft Budget and proposed Levy to the member municipalities. The 2025 draft Budget will come before the SSMRCA Board of Directors for final approval on November 19, 2024, at 4:45 p.m. at the SSMRCA Administration Office located at 1100 Fifth Line East, Sault Ste. Marie.

Background:

O. Reg. 402/22: Budget and Apportionment specifies that the 2025 budget and all subsequent budgets must adhere to this regulation. It provides details on the budget process and municipal apportionment methods for levying participating municipalities and includes revocation of the previous regulations that governed municipal levies (*O. Reg. 670/00* and *O. Reg. 139/96*).

The regulated budget process includes:

First Phase

Budget must include:

- All sources of revenue (other than municipal levy)
- Categorize operating expenses into Category 1, 2 and 3
- Categorize capital expenses into Category 1, 2 and 3
- Amount of levy for each Member Municipality
- Specify if the Authority considered opportunities to raise and use self-generated revenue to help finance the authority's operations, including the programs and services it provides, a description of what the authority considered

Budget must:

- Apply any relevant revenue to specific programs to offset levy
- Apply Modified Current Value Apportionment method to determine levy for each program
- Apply Benefit Based Apportionment method to sole benefitting programs

Second Phase

Draft Budget Process:

1. Notify all Member Municipalities of Draft Budget meeting if a Member Municipality will owe levy for Category 1 *Clean Water Act* programs and services.
    a. Advise of amounts owing or to be owed for Category 1 Clean Water Act programs and services.
2. Hold meeting to consider draft budget.
3. Hold vote on whether or not to approve the draft budget for consultation.
    a. If there is a levy for Category 1 *Clean Water Act* programs and services, hold a separate vote of Members from applicable municipalities for that portion of the draft budget.
    b. Vote is a one-member-one vote method.
4. Send Member Municipalities a copy of the Draft Budget and all financial information relating to the apportionment of operating and capital expenses.
5. Post a copy of the Draft Budget and financial information on Governance section of Authority's website.
6. Consult as necessary with Member Municipalities on draft budget in order to finalize final budget.

Third Phase

Final Budget Approval Process:

1. Notify all Member Municipalities of Budget meeting.
    a. Notification must be at least 30 days prior to meeting.
    b. Must include copy of most recent draft of the budget.
    c. Must specify amount of levy for the given year.
2. Hold meeting to approve budget.
3. Hold a recorded vote to municipal levy/amounts owing.
    a. If there are any Category 1 *Clean Water Act* apportionments, hold a vote with participating municipality representatives.
    b. Weighted vote to approve municipal levy/amounts owing.
    c. Authority can not send a notice of apportionment unless a vote has occurred.
4. Hold a recorded vote to approve final budget. a. One -member-one vote to approve final Budget Document.
5. "Promptly" after the final budget process is approved, provide a copy of the final budget to the Minister and each Member Municipality.
6. Post final budget on the Authority's website in the Governance section.

Discussion:

This 2025 Draft Budget document contains details for the Sault Ste. Marie Region Conservation Authority's (SSMRCA) 2025 planned operations and capital activity. The budget has been set at $895,795.00 which includes a Total levy of $609,182.00 of which the City of SSM pays an Operational Levy of $577,172.00 plus an additional $25,000

Capital Levy ask for a capital related project for a total levy of $602,172.00. The remainder constitutes Prince Township's share at $7,010.00.

The budget results in a 2.04% increase to the Prince Township Operational Levy and a 1.24% increase to the City of SSM Operational Levy in 2025 compared to 2024 (this percentage increases to 3.36% when the Capital Levy is included for SSM). The 2025 total budget requires an overall 3.90% (operational + capital) increase in order to maintain its current level of service. The Draft Budget utilizes the 2024 Current Value Assessment (CVA) that was provided by MNR where 98.80% of the CA Levy is apportioned to the City of SSM, with the remaining 1.20% apportioned to Prince Township.

Financial pressures anticipated in 2025 include: continued increases in fuel and utility costs; increased costs of goods and services due to inflation; and changeovers in staff.

Changes to the *Conservation Authorities Act* within *Bill 229, Schedule 6* and the released Phase 1 and 2 regulations have been incorporated into the budget. The 2025 draft budget has been reformatted to adhere to these legislative changes. Programs have been categorized into three mandated categories including:

- Category 1: Mandatory Programs and Services
- Category 2: Non-Mandatory Programs and Services at the request of a Municipality
- Category 3: Non-Mandatory Programs and Services

Highlights of the 2025 draft Budget expenditures include:

- Continuation of annual programming including:
  - Plan Input and Review,
  - Development Regulations,
  - Flood Forecasting and Warning,
  - Operation and maintenance of SSMRCA owned properties & structures
  - DWSP
- An increase to operational staff capacity by hiring 2 students for the summer months
- Staff training – necessary for staff health and safety, GIS and regulation staff
- Staff travel for training and committee work

SSMRCA self-generated revenue (from both Development Regulations and Miscellaneous N/G Revenue) have been estimated based on volume and fee increases over previous years and incorporated into the budget to help offset the total levy ask for 2025. Development Regulation Fees are those fees that are collected under Section 28 of the *Conservation Authorities Act*. Miscellaneous N/G Revenues are those user fees that are collected by the Authority for the use of Conservation Areas or Conservation Authority property/facilities by the public/businesses to help offset the costs associated with taxes, maintenance, and insurance of said properties.

The $25,000 Capital Levy ask for capital related projects includes the following project:

1) The Fort Creek Dam Safety Review is required every 10 years to ensure that the Dam is operating at optimal levels. This project is estimated to cost $50,000 with a 50% cost-share with the Province through the WECI (Water and Erosion Control Infrastructure) Program. The cost share from the Province has been confirmed.

Overall, the 2025 draft Budget reflects the short-term objectives of the Authority and considers long-term requirements to ensure the SSMRCA can provide sustainable benefits to the watershed residents.

The full Draft 2025 Budget is attached. Please accept this letter as an offer to present to Member Municipalities on the draft 2025 Budget if necessary.

Conclusion:
The Draft 2025 Budget is being presented for review. The Budget has been reformatted as required in *O. Reg. 402/22*. As outlined in the new process, this document is being shared for consultation purposes, with final approval of the Budget taking place at the November 19, 2024, Board meeting.

SSMRCA PROPOSED 2025 BUDGET - NEW FORMAT: V 1.0 Dated September 17, 2024

CATEGORY 1 - MANDATORY

Expenditures		2024 Budget	2025 Budget	2024-2025 VARIANCE	Notes
Natural Hazard Management					
	Staffing	$ 264,146.73	$ 257,465.00	-$ 6,681.73	*+ 3% CPI, + 2 students*
	Operating	$ 68,071.74	$ 80,000.00	$ 11,928.26	*+ 3% inflation, + 5% insurance increase, + increase to fuel and utilities*
	Capital	$ 12,500.00	$ 25,000.00	$ 12,500.00	*Capital anticipated for Fort Creek Dam Safety Review*
Prov Water Quality-Quantity Monitoring					
	Staffing	$ 2,340.00	$ 2,690.00	$ 350.00	*+ 3% CPI, + 2 students*
	Operating	$ 2,143.22	$ 2,210.00	$ 66.78	*+ 3% inflation*
	Capital	$ -	$ -	$ -	
Regional Drinking Water Source Protection					
	Staffing	$ 91,759.75	$ 97,006.00	$ 5,246.25	*As per Regional SP Agreement - revenue recovered*
	Operating	$ 29,240.25	$ 37,027.00	$ 7,786.75	*As per Regional SP Agreement - revenue recovered*
Core Watershed-Based Resource MGMT Strategy					
	Staffing	$ 15,000.00	$ -	-$ 15,000.00	*No longer a line item*
	Operating	$ -	$ -	$ -	
CA Lands and Areas					
	Staffing	$ 11,100.00	$ 11,755.00	$ 655.00	*+ 3 % CPI, + 2 students*
	Operating	$ 42,872.61	$ 45,133.00	$ 2,260.39	*+ 3% inflation, + increase to utilities, services and maintenace of buildings and vehicles*
	Capital	$ -		$ -	
Enabling Services					
	Staffing	$ 239,920.28	$ 232,584.00	-$ 7,336.28	*+ 3 % CPI, + changeover in staff*
	Operating	$ 73,462.88	$ 94,925.00	$ 21,462.12	*+ 3% inflation, + increase to utilities, services and maintenace of buildings and vehicles*
	Capital	$ -		$ -	
Total Expenditures Category 1 =		**$ 852,557.46**	**$ 885,795.00**	**$ 33,237.54**	***3.90%***

Revenue	2024 Budget	2025 Budget	2024-2025 VARIANCE	Notes
Provincial Funds	$ 68,113.00	$ 68,113.00	$ -	*Stays the same*
Federal Funds	$ 10,000.00	$ 10,000.00	$ -	*CSJ if 2 students approved @ 5000 each*
City of SSM - Operational Levy	$ 570,074.81	$ 577,172.00	$ 7,097.19	*Levy allocated - 1.24% increase over 2024*
Prince Township - Operational Levy	$ 6,869.65	$ 7,010.00	$ 140.35	*Levy allocated - 2.04% increase over 2024*
City of SSM - Capital Levy	$ 12,500.00	$ 25,000.00	$ 12,500.00	*Capital anticipated for Fort Creek Dam Safety Review - Provincial share secured*
Development Regulations	$ 39,000.00	$ 39,500.00	$ 500.00	
Regional Drinking Water Source Protection	$ 121,000.00	$ 134,000.00	$ 13,000.00	*As per contract*
Misc N/G Revenue / General Donations	$ 25,000.00	$ 25,000.00	$ -	*Dependent on rentals of SS, CAs, etc.*
Total Revenue Category 1 =	**$ 852,557.46**	**$ 885,795.00**	**$ 33,237.54**	***3.90%***

CATEGORY 2 - NON-MANDATORY

Expenditures		2024 Budget	2025 Budget	2024-2025 VARIANCE	Notes
Natural Hazard Management					
	Staffing	$ 7,500.00	$ 7,500.00	$ -	*Projection based on agreement with the City (Grass Cutting Services)*
	Operating	$ -		$ -	
Local Risk Management Part IV					
	Staffing	$ 2,000.00	$ 2,000.00	$ -	*Projection based on agreement with the City (RMO/RMI Services)*
	Operating	$ -		$ -	
CA Lands and Areas					
	Staffing	$ -		$ -	
	Operating	$ -		$ -	
	Capital	$ -		$ -	
Total Expenditures Category 2 =		**$ 9,500.00**	**$ 9,500.00**	**$ -**	***No change***

Revenue	2024 Budget	2025 Budget	2024-2025 VARIANCE	Notes
Provincial Funds	$ -		$ -	
Federal Funds	$ -		$ -	
City of SSM - Operational Levy	$ -		$ -	
Prince Township - Operational Levy	$ -		$ -	
City of SSM - Capital Levy	$ -		$ -	
City of SSM - SP Agreements	$ 9,500.00	$ 9,500.00	$ -	*Special Agreements with City of SSM*
Misc N/G Revenue / General Donations	$ -		$ -	
Total Revenue Category 2 =	**$ 9,500.00**	**$ 9,500.00**	**$ -**	***No change***

CATEGORY 3 - SPECIAL PROJECTS

Expenditures		2024 Budget	2025 Budget	2024-2025 VARIANCE	Notes
St. Marys Canadian Heritage River					
	Staffing	$ 500.00	$ 500.00	$ -	*Annual Hertitage River Updates*
	Operating	$ -		$ -	
Watershed Stewardship and Restoration					
	Staffing	$ 500.00	$ -	-$ 500.00	
	Operating	$ 2,550.00	$ -	-$ 2,550.00	
Total Expenditures Category 3 =		**$ 3,550.00**	**$ 500.00**	**-$ 3,050.00**	***86% Decrease***

Revenue	2024 Budget	2025 Budget	2024-2025 VARIANCE	Notes
Provincial Funds	$ -	$ -	$ -	
Federal Funds	$ -	$ -	$ -	
TD Tree Days	$ 2,550.00	$ -	-$ 2,550.00	
Development Regs	$ 1,000.00	$ 500.00	-$ 500.00	*Staff time to aid with reporting*
Total Revenue Category 3 =	**$ 3,550.00**	**$ 500.00**	**-$ 3,050.00**	***86% Decrease***

Total Expenditures	**$ 865,607.46**	**$ 895,795.00**	**$ 30,187.54**	***3.49%***
Operational Levy	**$ 576,944.46**	**$ 584,182.00**	**$ 7,237.54**	***1.25%***
Capital Levy	**$ 12,500.00**	**$ 25,000.00**	**$ 12,500.00**	***100.00%***
Total Levy	**$ 589,444.46**	**$ 609,182.00**	**$ 19,737.54**	***3.35%***

Sault Ste. Marie Region Conservation Authority

Fee Policy and Schedules

For Consultation

This manual outlines SSMRCA's policies for setting and charging fees

Approved by SSMRCA's Board of Directors – September 17, 2024

Effective Date:
January 2025 or Upon Minister's Decision

Sault Ste. Marie Region Conservation Authority
Administration Office
1100 Fifth Line East
Sault Ste. Marie, ON
P6A 6J8
Tel: 705-946-8530
Fax: 705-946-8533
Web: https://ssmrca.ca/

Section	Fee Policy and Schedule
Title	Corporate Services
Resolution #	104/22
Approval Date	December 13, 2022
Revisions	

Revision Version #	Date	Description of Changes	Adopted by Full Authority Resolution #
1.1	2022/10/04	Original Issue: For consultation	84/22
1.1	2022/12/13	Original Issue: Approved for Implementation	104/22

1.0 Purpose

The purpose of the Fee Policy and Schedules is to inform the public and our municipal partners of the fees charged for programs and services delivered by the Sault Ste. Marie Region Conservation Authority (SSMRCA).

2.0 Legislative Framework

The *Conservation Authorities Act (CAA)* Section 21.2 allows for conservation authorities to charge fees for services.

The *CAA* Section 21.1 Mandatory programs and services and Ontario Regulation (O. Reg.) 686/21 Mandatory Programs and Services outline mandatory (Category 1) programs that may be funded by municipal apportionment, provincial grants, or self-generated revenue with the user pay principal as appropriate.

Section 21.1.1 of the *CAA* outlines Category 2 Municipal programs and services, “An authority may provide, within its area of jurisdiction, municipal programs and services that it agrees to provide on behalf of a municipality situated in whole or in part within its area of jurisdiction under a memorandum of understanding, or such other agreement as may be entered into with the municipality, in respect of the programs and services”.

Section 21.1.2 of the *CAA* defines Category 3 Other programs and services, “In addition to programs and services described in sections 21.1 and 21.1.1, an authority may provide, within its area of jurisdiction, any other programs and services that it determines are advisable to further the purposes of this Act.”

Category 1 Mandatory Programs and Services include:

- Administration of *Conservation Authorities Act* (CAA) Section 28 and 28.1 including technical advice and studies;
- Response to legal, real estate and public inquiries regarding a CAA Section 28 and 28.1 and natural hazard inquiries under the *Planning Act;*
- Activities requiring a permit made pursuant to section 29 of the CAA;

- Review and commenting on applications under other legislation noted under the Mandatory Programs and Services Regulation (O. Reg. 686/21) and associated inquiries.
- Access to authority owned or controlled land for recreational activities not requiring direct authority or other staff involvement.

Category 2 Municipal programs and services include but are not limited to:

- Commenting on Planning Act applications for technical and policy matters other than for consistency with natural hazard policies, such as related to natural heritage, storm water management, or other matters requested by a municipality, county, corporation or individual.

Category 3 Other programs and services include but are not limited to:

- Extension Services (e.g. technical advice/implementation of erosion control measures, forest management/tree planting, wildlife/fisheries habitat management, management of forests/recreational land owned by others, technical studies)
- Recreational activities that are provided on land that is owned or controlled by the authority with the direct support or supervision of staff employed by the authority or by another person or body, or with facilities or other amenities maintained by the authority, including equipment rentals and renting facilities for special events.
- Community relations to help establish, maintain, or improve relationships between the authority and community members.
- Public education services to improve awareness of issues relating to the conservation, restoration, development, and management of natural resources in watersheds in Ontario.
- The provision of information to the public.
- The sale of products by the authority.

3.0 Policy Principles

This Fee Policy and associated Schedules have been prepared in conformity with the *Conservation Authorities Act*. The Fee Schedules are based on the user-pay principle. The fees and revenues for planning and permitting services are designed to assist with recovering the costs associated with administering and delivering the services on a program basis. These fees do not exceed the cost of the service.

4.0 Process and Public Notification

The Fee Policy and Schedules has been established by the SSMRCA Board of Directors following consultation with local stakeholders and the public.

Consultation includes direct e-mail to key stakeholders (e.g., municipalities) and posting the notice for comment for review and/or revisions to the Fee Policy and Schedules on the SSMRCA website for a minimum of 30 days. Comments received will be presented to the Board of Directors prior to any approval.

5.0 Implementation

It is the objective of SSMRCA to provide an effective and efficient delivery of services. To achieve this objective:

- Land use proposals will be reviewed in a timely fashion.
- Comments on applications under the *Planning Act* will be provided in time for the legislated public meeting or hearing.
- Permit applications under the *CAA* generally will be processed within timelines outlined in Conservation Ontario's "Annual Reporting on Timelines Template for permissions under Section 28 of the Conservation Authorities Act". These timelines were developed by the Timely Review and Approvals Taskforce and received endorsement by the CO Council in December 2019.
- Fees will not exceed the costs to deliver the service.

Exemptions to the application of these fees include:

- Non-profit conservation groups contributing to the protection and restoration of the natural environment, such as Ducks Unlimited (DU), Nature Conservancy of Canada (NCC), Ontario Federation of Anglers and Hunters (OFAH) for permit applications, *Planning Act* applications, inquiries, and site assessments;
- SSMRCA municipalities forming part of the permit applications, inquiries, and site assessments (excluding exceptional circumstances where considerable staff time is required to conduct major technical reviews and enforcement matters).

6.0 Refunds

SSMRCA does not issue refunds for services or products once the application or order is submitted and the payment has been processed. Under exceptional circumstances, refund requests will be considered and may be approved by the General Manager. If a refund is approved, a 10% refund fee will apply.

7.0 Appeal

The fee appeal process will be based on the principles of fairness, opportunity, and notification. The only fees that would be considered for an appeal are those found under planning and permitting.

Consideration of appeals will be directed to the General Manager (GM). The appellant must submit in writing to the GM the reasons for the appeal request. The GM will review the request, consult with staff and the proponent. The appeal will be dismissed, upheld or the fee altered. If the appeal is dismissed, the proponent is required to pay the fee amount. If the appeal is upheld, the fee could be waived or varied from the original amount. The applicant will be notified of the GM's decision.

If the applicant is dissatisfied with the decision from the GM an appeal to the SSMRCA Board of Directors can be requested.

The appellant must submit in writing to the GM the reasons for the appeal request to the Board of Directors. The written request must identify a request to present the appeal before the Board of Directors. Once heard, the appeal will be dismissed, upheld or the fee altered. If the appeal is dismissed, the proponent is required to pay the fee amount. If the appeal is upheld, the fee could be

waived or varied from the original amount. Any appeal decision requires a resolution passed by the Board of Directors. The appellant will be notified of the Board's decision.

8.0 Date of Effect

The Fee Policy and Schedules becomes effective as of the date set by the SSMRCA Board of Directors.

9.0 Transition

The establishment of this Fee Policy and Schedules supersedes and replaces all previous fee policies and/or schedules. The Policy also applies to proposals not previously invoiced, such as draft approved plans of subdivision which predated any fee schedule.

10.0 Review Process

This Fee Policy and Schedules will be reviewed annually by SSMRCA staff to monitor effectiveness and any changes will be brought forward to the Board of Directors for consideration. Consultation is required if changes are applied to the Policy or Schedules (as noted under Process and Public Notification) prior to Board approval. Approval of the updated Fee Policy and Schedule will require passage of a resolution by the Board of Directors.

11.0 Administration

Review Schedule:	Annual	**Next Review Date:**	September 2025
Related Legislation, Regulations and Guidelines:	Conservation Authorities Act Section 21.1 Mandatory programs and services Ontario Regulation (O. Reg.) 686/21 Mandatory Programs and Services		
Related Policies and Policy Tools:	Schedule 1: SSMRCA Regulation and Permitting Fees Schedule 2: SSMRCA General Fees		

12.0 Fee Schedules

Schedule 1: SSMRCA Regulation and Permitting Fees
Schedule 2: SSMRCA General Fees

SCHEDULE 1 – Regulation and Permitting Fees			
FEE TYPE	**2023 & 2024 Fees (Frozen)**	**PROPOSED 2025 Fees**	**NOTES**
Permit Fees			
Small Works	$ 256.00	$ 271.00	6% increase
Standard Works	$ 385.00	$ 408.00	6% increase
Large Works	$ 635.00	$ 673.00	6% increase
Major Works	$ 1,024.00	$ 1,085.00	6% increase
Decks			
under 500 square feet (non-drilled / drilled)	$ 182 / 201	$ 193 / 213	6% increase
over 500 square feet (non-drilled / drilled)	$ 201 / 256	$ 213 / 271	6% increase
Other – activities not included under Small Works	$ 92	$ 98	6% increase
Development Reviews (Additional)			
Residential development applications involving a regulated activity which requires review of an engineering study/design, environmental study or other study	up to $1,964/study + HST (based on time for review)	up to $2,082/study + HST (based on time for review)	6% increase
Commercial/Industrial/Institutional developments where storm water management or engineering evaluations are required	up to $3,228/study + HST (based on time for review)	up to $3,422/study + HST (based on time for review)	6% increase
Subdivision Plan Review			
Initial Review Phase	$249 (plus $122/lot/phase)	$271 (plus $129/lot/phase)	6% increase
Development proposals involving multiple dwelling units (more than 4 lots) where storm water management or other engineering evaluations are required.	up to $1,347/study (based on time for review)	up to $1,428/study (based on time for review)	6% increase
Other Fees			
Informal Inquiry	No Charge	No Charge	No change
Formal Inquiry	$ 87.00 + HST	$ 92.25 + HST	6% increase
Consultation On-Site	Combined below	Combined below	
Preliminary Development Technical Assessment or On Site Consultation	$ 122 minimum + HST ($75/hr after one hour on site)	$ 129 minimum + HST ($85/hr after one hour on site)	6% increase
Permit Revisions	50% surcharge	50% surcharge	No change
Permit Extensions	25% surcharge	25% surcharge	No change
Violations	100% surcharge	100% surcharge	No change
Note: No fees apply to applications for submissions from levying municipalities on municipal initiatives (excluding major technical reviews and enforcement matters).			

SCHEDULE 2 – General Service Fees			
FEE TYPE	**2023 & 2024 Fees**	**PROPOSED 2025 Fees**	**NOTES**
Staff Charge-Out Rates *Note: staff hourly rates are in place for developing costs for proposals and for occasional requests for information or work that is beyond our regular services.*			
Management / Project Management	$ 85/hour + HST	$ 95/hour + HST	$10 increase
Engineer	$ 75/hour + HST	$ 85/hour + HST	$10 increase
Specialists: GIS / Comms / Operations / RMI	$ 55/hour + HST	$ 65/hour + HST	$10 increase
Administration	$ 50/hour + HST	$ 60/hour + HST	$10 increase
Conservation Lands			
Sugar Shack Event Space Rental*	$ 118.50 + HST	$ 126.00 + HST	6% increase
Conservation Area Event Agreement	$ 237.00 + HST	$ 251.00 + HST	6% increase
Unique uses requiring additional considerations (e.g., photography, filming, training)	Staff charge out rate for consultation / site visits. Additional fees for services on case-by-case basis.	Staff charge out rate for consultation / site visits. Additional fees for services on case-by-case basis.	No change
** Note: Reduced fees may be applied for use of the SSMRCA's Event Space by youth groups, at the discretion of the General Manager.*			
Administrative Services			
NSF Cheque	$ 50 + HST	$ 50 + HST	No change
Map Printing Services			
A – Letter size (8.5x11) in colour	$ 11.59 + HST	$ 12.25 + HST	6% increase
B – Tabloid (11x17) in colour	$ 14.50 + HST	$ 15.25 + HST	6% increase
Photocopying in black & white	$ 0.43 + HST	$ 0.50 + HST	14% increase
Custom, photo paper and digital images	The cost will be negotiated based on the above schedule plus the requested layers and the cost of a CD. The map will be provided in a PDF format.	The cost will be negotiated based on the above schedule plus the requested layers and the cost of a CD. The map will be provided in a PDF format.	No change
* Map products A and B do not include the orthophotography.			

The Corporation of the
City of Sault Ste. Marie

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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Rachel Tyczinski, City Clerk
DEPARTMENT:	Corporate Services
RE:	2025 Council Meeting Schedule

Purpose
The purpose of this report is to obtain Council approval of the 2025 Council meeting schedule.

Background
Not applicable.

Analysis
The proposed Council meeting schedule provides for the pattern of meeting dates as set out in the procedure by-law (approximate three week intervals). The schedule takes into account public holidays in 2025, March break, AMCTO conference dates (June 8 – 11) and AMO conference dates (August 17 – 20).

Budget meeting dates are included, as well as a joint meeting with Sault Ste. Marie Michigan on June 16, 2025.

Financial Implications
There is no financial impact.

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 City Clerk dated October 21, 2024 concerning 2025 Council meeting schedule be received and that the proposed schedule be approved.

Respectfully submitted,

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

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

2025 City Council Meeting Schedule

Date	
January 13	5 p.m.
February 3	5 p.m.
February 24	5 p.m.
March 17	5 p.m.
April 7	5 p.m.
April 28	5 p.m.
May 12	5 p.m.
June 2	5 p.m.
June 16 (joint with Sault Ste. Marie Michigan in USA)	5 p.m.
June 23	5 p.m.
July 14	5 p.m.
August 11	5 p.m.
September 2 (Tuesday)	5 p.m.
September 22	5 p.m.
October 14 (Tuesday)	5 p.m.
November 3	5 p.m.
November 17 (Preliminary Budget, Outside Agencies)	5 p.m.
November 24	5 p.m.
December 8 (Budget)	5 p.m.
December 9 (Budget if necessary)	5 p.m.
December 15	5 p.m.

Note: Public meetings under the *Planning Act* begin at 5 p.m.

The Corporation of the
City of Sault Ste. Marie

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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Sprinklers and Domestic Water Line Upgrades Phase 1 – Civic Centre

---

Purpose
The purpose of this report is to obtain Council Approval to award the services for existing Sprinklers and Domestic Water Line Upgrades, Phase 1 at the Civic Centre 99 Foster Drive, as required by Building Services Division – Public Works and Engineering Services.

Background
As part of the Civic Centre Sprinkler System Infrastructure Plan staff has initiated the first phase to upgrade existing sprinklers and domestic water lines.

The tender was publicly advertised through the bidding system and notification issued through Construction Association Plan Room. Opening of the tenders took place after closing on September 24, 2024 within the e-bidding system.

Analysis
Submissions from two bidders were received prior to closing deadline.

The tenders received have been thoroughly reviewed by the Supervisor of Building Services and City's Consultant for the project, MET Energy System. The low tendered price, meeting specifications has been indicated on the summary attached.

Financial Implications
S.&.T. Electrical Contractors Limited submitted pricing in the amount of $230,650 including non-rebateable HST, to complete the requested Phase I work, which includes sprinklers and domestic water line upgrade within the Civic Centre.

Funding is available from capital budget deliberations previously approved by Council to accommodate this tender amount.

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:

The relevant By-law 2024-150 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: September 24, 2024
File: 2024PWE-ENG-BS-06-T

SUMMARY OF TENDERS
Sprinklers and Domestic Water Line Upgrades - Civic Centre

Firm		Delivery	Total Tendered Price (HST extra) *includes contigency*	Remarks
S. & T. Electrical Contractors Ltd.	Sault Ste. Marie, ON	11 weeks, Commencing Oct. 2024	$226,660.00	Meets Specifications
R.F. Contracting Inc.	Sault Ste. Marie, ON	8 weeks, Commencing Feb. 2025	$244,900.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $230,650, including the non-rebatable portion of the HST
It is my recommendation that the tendered prices, submitted by S.&.T. Electrical Contractors Ltd., be accepted.

Karen Marlow
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Deputy CAO Community Development and Enterprise Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Delegated Authority for Up-Front Funding for Concerts and Events at the GFL Memorial Gardens

---

Purpose
The purpose of this report is to seek Council approval to provide delegated authority to the CAO to purchase concerts or events up front.

Background
The following resolution was passed on September 11,2 017:.

> Resolved that the report of the Manager of the ESSAR Centre dated September 11, 2017, concerning a newly created Event Development Fund be received by Council and Council authorize staff to transfer up to one (1) dollar from the Facility Fee to create the Event Development Fund up to a maximum of $50,000.

The GFL Memorial Gardens (GFL) staff works in conjunction with promoters and artists to secure events for the community. It is becoming more common for promoters to request that the GFL co-produce events or purchase shows directly on their own. The Event Development Fund was created to aid in this aspect.

The Event Development Fund (EDF) reallocates up to one dollar of the Facility Fee per ticket to establish and maintain the fund; however, the cost to procure acts has outpaced the collection rate for the Fund. At present the EDF has $36,500. Many promoters are requesting upwards of $50,000 to $500,000 USD for an appearance fee.

The following resolution was passed on October 30, 2023:

> Resolved that the report of the Director of Community Services dated October 30, 2023 concerning up-front funding for concerts and events at the GFL Memorial Gardens be received and that the supporting request be referred to 2024 budget.

Analysis

As stated in the 2023 report, it continues to be difficult to source artists for the GFL Memorial Gardens post COVID. This is due to a number of factors:

- Promoters are demanding large up-front appearance fees which is making it much more difficult for smaller markets to attract "A" list artists.
- According to Pollstar's 2024 mid-year issue there was a significant increase in average ticket prices which hit an all-time high of $126.55 USD, marking an 11.2% hike compared to Q3 2023's average ticket price of $113.85 USD. It is also a continuation of an upward trajectory seen in the past five years, which included a $102.21USD average price in 2022 (the year it first topped $100). Earlier in 2019, the last full year prior to the pandemic shutdown, the average ticket price at Q3 was $96.17 and, in 2018, $85.03.[1]
- Since the lifting of COVID-19 restrictions, the popularity of concerts has increased dramatically. With this increase, ticket prices have also increased. Along with the prices and popularity rising, popular concert tickets have become limited and very hard to obtain.
- In addition, there has been an increase in the resale of tickets with higher prices. People and companies are purchasing tickets in bulk and are selling them on websites like StubHub for prices far more expensive than list prices.

To remain competitive, it is very important that staff be able to respond quickly to potential concert opportunities. To expedite this process staff are requesting an upset limit of $300,000 maximum at any one time be delegated to the CAO for approval.

Staff are recommending using the same approval process established for the Event Development Fund with Legal review and an approval step added at the CAO up to the delegated amount as follows:

1. The concert or event opportunity is reviewed by the Manager of Areas/GFL and a break-even analysis is prepared.
2. Circulate the opportunity and break-even to the Director of Community Services once staff are comfortable recommending.
3. If supported by the Director, the opportunity will be forwarded to the CFO-Treasurer and Deputy CAO Community Development and Enterprise Services.
4. **New Step**: Upon support from Deputy CAO Community Development and Enterprise Services and CFO-Treasurer, the opportunity would be presented for final approval to the CAO under the new delegated authority limit of $300,000 for upcoming concert(s) or event(s). This amount would be supported by internal reserves.

[1] https://news.pollstar.com/2024/09/23/cautious-optimism-in-2024-q3-business-analysis-quarterly-box-office-totals-show-year-over-year-growth/

5. **New Step:** Legal will review the agreement of offer before accepting/making.
6. Upon CAO approval, present the offer to the promoter.

Given that concerts are now requesting more money up front, it limits the response time based on internal limits. A delegated limit of $300,000 is recommended. The delegated limit will be backstopped by the existing Event Development Fund Reserve with a transfer from the Contingency Reserve. The risk is offset to a degree from resulting ticket sales which would replenish the reserves utilized. This request is essentially covering cashflow for timing. The GFL Memorial Gardens has a strong track record of breaking even or better on concerts and this will continue to be the go forward approach.

The goal per concert or event is to break-even and ultimately have little or minimal impact to the tax levy. If a surplus is made from the concert, the money would flow to a reserve to secure future acts using the proposed process.

Staff has reached out to other municipalities with other similar venues and two have a set budget to attract shows, notably London at Budweiser Gardens and Kingston at Slush Puppy Place. In addition, Peterborough at the Memorial Centre has discretionary spend in their operating budget. In Sudbury, local promoters have at times purchased shows.

Staff are recommending the increase in delegated authority with the goal of increasing opportunity to secure more concerts and or remain competitive within the marketplace.

Financial Implications
There is no impact to the Operating budget. There is a risk if ticket sales for a concert do not meet the project break even threshold per concert. Concert performance is tracked per concert and on a year-to-date basis.

The delegated limit is recommended to be backstopped by the existing Event Development Fund Reserve with a transfer of $300,000 from the Contingency Reserve.

Strategic Plan / Policy Impact / Climate Impact
The recommendation supports the focus area of the Corporate Strategic Plan for 2024-2027 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- 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.

- It directly supports the promotion of arts and culture, developing a vibrant downtown and creates economic activity in the community. It will allow greater flexibility in obtaining events as the current model heavily relies on promoters and agencies in bringing events to the venue.

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 October 21, 2024 concerning Delegated Authority For Up-Front Funding for Concerts and Events at the GFL Memorial Gardens be received.

Further that a request to transfer $300,000 from the Contingency Reserve to the GFL Event Reserve be approved.

The relevant Delegation By-law will appear on a future Agenda.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA
Deputy CAO
Community Development and 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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Deputy CAO Community Development & Enterprise Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Algoma District School Board - Community Sport and Recreation Infrastructure Fund

---

Purpose

The purpose of this report is to seek Council approval for the City to apply to the Community Sport and Recreation Infrastructure Fund in partnership with the Algoma District School Board (ADSB).

Background

The ADSB approached City staff with a request that the City apply for funding available under the Community Sport and Recreation Infrastructure Fund. ADSB is not eligible to apply for the funding directly. Through discussions with ADSB they have indicated that other municipalities have applied with their respective schoolboards successfully to improve community service offerings.

https://www.ontario.ca/document/community-sport-and-recreation-infrastructure-fund

Analysis

The funding stream requires a 50% contribution, which ADSB has confirmed they would cover meaning there is no contribution required by the City. The opportunity being explored is to place a seasonal dome over the Superior Heights Collegiate and Vocation School turf field to provide a four-season facility. The City has also advised ADSB that a rubberized track has been requested for many years and this would be a good opportunity to include that request into the application. The estimated cost for the dome and rubberized track is approximately $2.5 million through the research ADSB has completed.

ADSB has confirmed that given the City's role in supporting the application, if funding were successful there would be commitments made to the City to make the facility available for City use for events such as City track, NOSSA and OFSSA if the City is successful in hosting in years to come.

Staff are recommending the request as there is no financial commitment being requested from the City. This will provide additional programming opportunities for the community if the application is successful.

Financial Implications
There is no impact to the operating budget.

Strategic Plan / Policy Impact / Climate Impact
This request supports community development promoting economic activity in developing shovel ready projects to access available funding. It invests in recreational infrastructure improving quality of life for the community. Furthermore, under service delivery it builds collaborative relationships to enhance service delivery options.

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 October 21, 2024 concerning the Algoma District School Board's request regarding the Community Sport and Recreation Infrastructure Fund be received and that Council approve an application on behalf of the City in collaboration with Algoma District School Board to establish a dome and rubberized track at Superior Heights Collegiate and Vocational School.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA
Deputy CAO
Community Development and 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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Deputy CAO, Community Development and Enterprise Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	John Rhodes Community Centre Roof Replacement – NOHFC Contribution Agreement

---

Purpose

The purpose of this report is to seek Council approval to enter into a contribution agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) regarding the roof replacement and heat recovery system project at the John Rhodes Community Centre (JRCC).

Background

The John Rhodes roof replacement was approved in the 2024 Capital Budget in the amount of $4,000,000 funded with internal debt. The heat recovery system was approved in the 2022 Capital Budget in the amount of $300,000 funded with $270,000 internal debt and $30,000 from the CDF Environmental Sustainability Reserve.

Analysis

Staff submitted an application to the Community Enhancement Program stream of the NOHFC. In August 2024, staff received confirmation that the application was approved and that the NOHFC will contribute up to $2,000,000 of total eligible project costs. Eligible cost categories include construction, heat recovery system, contingency, and engineering/design/project management.

To date $30,000 has been spent of the original approved budget for the heat recovery system, leaving $270,000 remaining. Approval of the agreement will require an additional $530,000 to complete the heat recovery system project and maximize the grant.

The transfer payment agreement required to access this funding is referenced elsewhere on the agenda.

Financial Implications

The total for both the roof replacement and the heat recovery project is $4,800,000, with the City share being $2,800,000. The receipt of the grant will effectively reduce

the term for debt servicing to approximately 6 years from the original estimate of 10 years.

The heat recovery system has a remaining approved budget of $270,000. The project is now estimated to be $800,000, requiring an approval of an additional $530,000. With the grant approval, the net City share for the increase is $196,640, which will be funded from the utility savings, the original debt servicing source.

Strategic Plan / Policy Impact / Climate Impact
Upgrades of existing infrastructure are included in the Infrastructure focus area of the Corporate Strategic Plan, as is the value of Environment, to "Seek opportunities to implement sustainable solutions." It also relates to, "leverage funding opportunities and maintaining a robust asset management plan."

Climate Impact: The JRCC Roof replacement project supports the City's Greenhouse Gas Reduction Plan regarding Corporate Buildings and Energy efficiency and alternative energy objectives. Replacing the roof will enhance building energy efficiency by reducing building energy consumption and emissions and support longer-term climate goals of increasing renewable energy generation as the roof replacement is being designed to accommodate future solar.

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 October 21, 2024 concerning the John Rhodes Community Centre Roof Replacement – NOHFC Contribution Agreement be received and that the 2022 Capital Budget be increased by $530,000 for heat recovery system with net balance of the City share to be funded from internal debt.

The relevant By-law 2024-149 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA
Deputy CAO
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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT:	Community Development and Enterprise Services
RE:	Financial Assistance for National Sports Competition for Addison Charette

---

Purpose

The purpose of this report is to obtain Council approval of an application under the Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions.

Background

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

Analysis

The application was received for Addison Charette before the competition. Addison competed at the 2024 National Barrel Horse Association (NBHA) Youth and Teen World Championships held in Perry, Georgia, July 21-28, 2024.

The Parks and Recreation Advisory Committee reviewed the application at their meeting on October 2, 2024, and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

> Resolved that the Parks and Recreation Advisory Committee endorse the application by barrel horse racer Addison Charette to receive assistance to attend the NBHA Youth and Teen World Championships on July 21-28, 2024, in the amount of $200.

Financial Implications

The City's operating budget provides an annual amount to fund Financial Assistance for the National/International Sports Competition Program. The budget for 2024 is $5,000 and can accommodate this request.

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 Manager of Recreation and Culture dated October 21, 2024 concerning Financial Assistance for the National Sports Competition for Addison Charette be received and that the recommendation of the Parks and Recreation Advisory Committee of a grant in the amount of $200 be approved.

Respectfully submitted,

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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT:	Community Development and Enterprise Services
RE:	Financial Assistance for National Sports Competition for Kassidy Lanteigne

---

Purpose

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

Background

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

Analysis

The application was received for Kassidy Lanteigne to attend the 2024 Canadian Powerlifting Union Nationals in Summerside, Prince Edward Island, which was held September 9 –14, 2024. The application was received before the competition.

The Parks and Recreation Advisory Committee reviewed the application at their meeting on October 2, 2024, and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

> Resolved that the Parks and Recreation Advisory Committee endorse the application by powerlifter Kassidy Lanteigne to receive assistance to attend the 2024 Canadian Powerlifting Union Nationals on September 9-14, 2024, in the amount of $200.

Financial Implications

The City's operating budget provides an annual amount to fund Financial Assistance for National/International Sports Competition Program. The budget for 2024 is $5,000 and can accommodate this request.

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 Manager of Recreation and Culture dated October 21, 2024 concerning Financial Assistance for National Sports Competition for Kassidy Lanteigne be received and that the recommendation of the Parks and Recreation Advisory Committee of a grant in the amount of $200 be approved.

Respectfully submitted,

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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Freddie Pozzebon Chief Building Official
DEPARTMENT:	Public Works and Engineering Services
RE:	Bruce Mines Building Division Services By-Law Extension

Purpose
The purpose of this report is to extend the duration of Bruce Mines Building Service By-Law 2020-113 to December 31, 2024 in order to complete the project.

Background
The City of Sault Ste. Marie and Town of Bruce Mines entered into an Agreement on May 19, 2020, for the City of Sault Ste. Marie to provide plans examination and building inspection services to the Town of Bruce Mines. The project was limited to the completion of a single large scale abattoir project that required the City's services, given that the engineering firm that regularly performs this service was directly involved with this development.

Analysis
The expiry date of this agreement was May 19, 2024, and requires an extension in order to see the project through to completion.

Financial Implications
There are no financial implications.

Strategic Plan / Policy Impact / Climate Impact
This is an operational matter not linked to the City's Strategic Plan.

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

The relevant By-law 2024-145 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Freddie Pozzebon
Chief Building Official

705 541 7151
f.pozzebon@cityssm.on.ca

THIS EXTENSION AGREEMENT (the "**Extension Agreement**") made on the 26th day of September, 2024.

BETWEEN:

THE CORPORATION OF THE TOWN OF BRUCE MINES

(herein after referred to as the "**Town**")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein after referred to as the "**City**")

WHEREAS the City and Town entered into an Agreement made the 19th day of May, 2020 for the City to provide plans examination and building inspection services to the Town, which are limited to the completion of a "Project" within the Town, a copy of which Agreement is appended as Schedule "A" hereto;

AND WHEREAS the Agreement has a term of four (4) years commencing June 25, 2020 to June 24, 2024;

AND WHEREAS the Town has requested an extension of the term of the Agreement to December 31, 2024 under the same terms and conditions, and the City is agreeable to same;

NOW THEREFORE, in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

1. **EXTENDED TERM**

The Parties hereto acknowledge and agree that the term in the Agreement shall hereby extend for a period of six (6) months, commencing June 25, 2024 and ending December 31, 2024 (the "Extended Term").

2. **TERMS AND CONDITIONS**

The Parties hereto acknowledge and agree that all of the terms and conditions as set out in the Agreement, with the exception of the new Extended Term detailed herein shall apply to this Extension Agreement.

IN WITNESS WHEREOF the parties have executed this Extension Agreement to be effective as of the date first above written.

THE CORPORATION OF THE TOWN OF BRUCE MINES

BY: _____

NAME: **LORY PATTERI**

TITLE: **MAYOR**

BY: _____

NAME: **JUDY DAVIS**

TITLE: **MUNICIPAL ADMINISTRATOR**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY: _____

NAME: **MATTHEW SHOEMAKER**

TITLE: **MAYOR**

BY: _____

NAME: **RACHEL TYCZINKI**

TITLE: **CITY CLERK**

The Corporation of the Town of Bruce Mines

COUNCIL RESOLUTION

AGENDA ITEM
NO: 4. a)

Date 2024 September 26

Resolution 2024 - 204.	
Moved by:	**Seconded by:**

BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF BRUCE MINES

GIVES FIRST, SECOND AND THIRD READING AND FINALLY ENACTS AND PASSES A BYLAW, BEING A BYLAW TO ADOPT AN EXTENSION AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF BRUCE MINES AND THE CORPORATION OF THE CITY OF SAULT STE. MARIE FOR CBO SERVICES RE PENOKEAN HILLS FARMS ABATTOIR DEVELOPMENT. ITS NUMBER SHALL BE 2024-24.

RESOLUTION RESULT	RECORDED VOTE		
☑ CARRIED	MAYOR & COUNCIL	YES	NO
☐ DEFEATED	Lory Patteri		
☐ DEFERRED	Mariola Morin		
☐ REFERRED	Jody Orto		
☐ RECORDED VOTE (See right)	Shane Rock		
☐ PECUNIARY INTEREST DECLARED	Jamie Stopes		
☐ WITHDRAWN			
☐ PHONE POLL			

MAYOR - LORY PATTERI	MUNICIPAL ADMINISTRATOR - JUDY DAVIS

THE CORPORATION OF THE TOWN OF BRUCE MINES

BYLAW #2024- 26

BEING A BYLAW TO ADOPT AN EXTENSION AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF BRUCE MINES AND THE CORPORATION OF THE CITY OF SAULT STE. MARIE

WHEREAS Section 8 of the Municipal Act, S.O. 2001, c.M.25, as amended authorizes Council to pass by-laws in which a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF BRUCE MINES ENACTS AS FOLLOWS:

1. That the Mayor and Municipal Administrator of the Town of Bruce Mines are hereby authorized and directed to extend the agreement for Chief Building Official (CBO) Services, which include specifically and solely, technical assistance to the Town in administering the provisions of the Ontario Building Code and the Town's bylaws relating to construction of Penokean Hills Farms Abattoir Development, attached hereto;

2. That the agreement, to be known as "Schedule A", shall form part of this bylaw;

3. That this bylaw shall come into force and take effect on the date it receives third and final reading.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED THIS 26TH DAY OF SEPTEMBER, 2024.

Patteri

MAYOR - Lory Patteri

Judy Davis

MUNICIPAL ADMINISTRATOR - Judy Davis

The Corporation of the
City of Sault Ste. Marie

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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Emily Cormier, Sustainability Coordinator
	Virginia McLeod, Manager, Recreation and Culture
DEPARTMENT:	Community Development and Enterprise Services
RE:	Bike Shelter Pilot Project

Purpose
The purpose of this report is to provide a response to a Council resolution from June 24, 2024 requesting staff to research and report back on a pilot project of bike valets in key downtown areas in Sault Ste. Marie during the summer months.\

Background
The June 24, 2024 resolution moved by Councillor Caputo and seconded by Councillor Spina stated:

> Whereas bike valets provide a secure, supervised areas to leave bicycles; and
>
> Whereas The Soo Moves Plan aims to help make it easier to walk or bike in the City, providing residents and visitors with new ways to connect with the community at a human scale; and
>
> Whereas many people cite bike theft as a reason they do not bike to destinations in the downtown; and
>
> Whereas according to Square One Insurance Services, bicycle thefts increased by 429 per cent in Victoria, Vancouver, Calgary, Regina, Winnipeg, Toronto, and Montreal; and
>
> Whereas quality of life is listed as a pillar in the City's strategic plan and increasing the opportunity to safely bike within our city increases quality of life advantages while also contributing to having vibrant downtown areas
>
> Now Therefore Be It Resolved that staff be requested to research and report back on a pilot project of bike valets in key downtown areas in Sault Ste. Marie during the summer months.

Bike valets are a service that many municipalities are exploring acting as a way to secure bikes, similarly to a coat check. They encourage active transportation, which provide a variety of positive benefits to both mental and physical health, as

well as the environment. Bike valets also encourage cycling as a mode of primary transportation with the security and peace of mind of leaving bikes at a safe and supervised location.

There are a variety of different types of bike valet models being used in cities, in particular temporary ones (for events), seasonal bike valets, and permanent bike shelters. Bike valets are set up in areas with bike traffic or popular locations where the cyclist can leave their bike in a safe and secure location while they are away. The cyclist can retrieve their bike whenever they are ready to go. A meeting with City staff, a member of the Sault Cycling Club, and the Councillors who brought forward the resolution was held on August 27, 2024, outlining these key differences. This meeting clarified interest from the Councillors for staff to explore a project associated to permanent bike shelters in lieu of a bike valet.

Analysis

A thorough review of bike shelters available on the market was conducted, including outreach to other neighboring communities who have implemented similar projects. Analysis indicated that there generally are two types of bike shelters. Firstly, those that require limited operational costs that generally consist of a weather resistant locker that is bolted to the ground and requires users to supply their own lock. Secondly there are lockers that often require a power supply, resulting in utility costs and subscription fee payments. A review and costing from five different firms determined that Cycle Sitters supplied by Greenspoke, an Ontario manufacturer, was the most economical and least costly from an operational (both cost and maintenance) standpoint[1].

To support the pilot, an application has been submitted by the City Recreation staff to the City's Community Development Fund (CDF) Green Initiatives Fund Q3 intake round (see Community Development Fund – Green Initiatives Program Applications 2024 Q3 Intake Report elsewhere on the Agenda). The pilot project seeks to install two pre-assembled Cycle Sitters in downtown Sault Ste. Marie, with one near the Sault Ste. Marie Public Library and another near Queen Street Commons/King Street Alley. The lockers will be bolted to the ground and will provide a secure place for cyclists to store their bikes, encouraging bike use and enhancing community accessibility and safety. Each locker can accommodate two individual bikes. Users will supply their own lock when using them. The Sault Ste. Marie Public Library and Outspoken Brewing Company have offered to support the City's Bike Shelter Pilot Project to ensuring no misuse by using a City supplied padlock to use on each of the lockers to lock them up at the end of the day and to unlock in the morning.

Financial Implications

An application has been made for the Q3 Intake round of the City's Green Initiatives Fund by the City for $10,625.29 to cover the cost of two Cycle Sitters and two padlocks. There are no direct financial implications associated with this

[1] https://gogreenspoke.com/products/cycle-sitter-2-door-access/

project. If the funding application is not successful, a 2026 capital budget request will be made in 2025.

Strategic Plan / Policy Impact / Climate Impact
The Bike Shelter Pilot Project is aligned with the City of Sault Ste. Marie's Strategic Plan related to environment, active transportation expansion, and recreation infrastructure. The project will have a positive environmental impact through encouraging cycling and reducing reliance on fossil fuels.

It also supports Soo Moves (Active Transportation Plan) and other efforts working to increase cycling in Sault Ste. Marie.

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

Resolved that the report of the Sustainability Coordinator and the Manager of Recreation and Culture dated October 21, 2024 concerning Bike Shelter Pilot Project be received and that staff be directed to proceed with implementation if funding is received from the CDF Green Initiatives Fund.

Respectfully submitted,

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

Virginia McLeod
Manager of Recreation and Culture
705.759.53.11
v.mcleod@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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Emily Cormier, Sustainability Coordinator
	Virginia McLeod, Manager, Recreation and Culture
DEPARTMENT:	Community Development and Enterprise Services
RE:	Roberta Bondar Marina Collec'Thor Project

Purpose

The purpose of this report is to provide a response to a Council resolution requesting staff to review the process of installing “Seabins” at local marinas.

Background

The June 24, 2024 Council resolution stated:

> Whereas the waterfront and local marinas are an important part of our community; and
>
> Whereas garbage, plastic waste, discarded cigarette butts, and other debris find their way into our water systems by various means including littering, blowing winds, and accidental means; and
>
> Whereas it is said that 8 million tonnes of plastic waste end up in our oceans every year and it is incumbent on us to protect our local water systems to keep them clear of garbage, plastic waste, cigarette butts, and other debris; and
>
> Whereas the waterfront and marinas in Sault Ste. Marie are often prone to collecting garbage, plastic waste, cigarette butts, and other debris that floats in the water systems causing potential damage to the ecosystem; and
>
> Whereas “Seabins” are floating trash skimmers that take in debris and trash filled water through a pump to retain the trash in a catch bag while returning clean water to the waterway; and
>
> Whereas “Seabins” are a known product that, when used strategically can help to keep garbage out of the environment by intercepting trash that has made its way into the water ecosystem; and
>
> Whereas Oceans Plastic Clean Up. Com advises that “Seabins” can help capture approximately 3.9 kgs of trash per day or 1.4 tons

> per year, eliminating the waste from our waterways to help protect our environment
>
> Now Therefore Be It Resolved that staff be requested to review the process of installing “Seabins” at local marinas and strategic waterfront areas and report back with a plan to implement the installation before the end of the 2024 season.

The Seabin product referenced in the resolution is no longer being manufactured. A review of equipment available on the market to eliminate waste in waterways was conducted. Analysis of comparable products determined that pursuit of the installation of a Collec’Thor, a comparable waterway waste reduction product to Seabin, was an ideal alternative to the product requested in the Council resolution. Collec’Thor’s attract and collect all solid and liquid waste floating on the water’s surface. They are silent and effective and can installed on floating docks in areas where marine waste routes have been identified. They operate continuously, attracting waste over a large area. Each Collec’Thor can hold up to 100 kg of waste[1].

Analysis

To support installation and implementation costs, an application has been submitted to the Great Lakes Action Fund to support project implementation. The funding will support the Roberta Bondar Marina Collec'Thor Project, which is an initiative aimed at enhancing water quality at the Roberta Bondar Marina by deploying two Collec'Thor fixed waste collectors.

The project involves purchasing and installing the waste collectors, which will operate seasonally from May to October and be winterized from November to April. Active collaboration from local organizations was a requirement of the funding. Pending funding, partnerships have been secured with the Lake Superior Watershed Conservancy to support project implementation in creating educational components including school visits and indigenous-led teachings through their Métis waterfront interpretive tours over the summer of 2025. As well, in the fall of 2025, Sault College has partnered with the City to conduct a trash lab with Science and Nature students to analyse waste collected in the Collec’Thor’s over the summer of 2025. Training will be provided by the International Trap Trash Network[2]. Community involvement will include trash sorting analysis, educational activities on waste reduction, and promotional events for World Water Day.

In addition to the installation of Collec'Thor units, it is important to consider broader stormwater management solutions in line with the recommendations from the City's Stormwater Investigative Study. Specifically, the implementation of oil grit separators at outfalls near key locations, such as marinas, plays a significant role in reducing contaminants before they enter waterways. These end-of-pipe control

[1] https://searial-cleaners.com/our-cleaners/collecthor-the-fixed-waste-collector/
[2] A collaborative initiative led by Ocean Conservancy and the University of Toronto Trash Team that unites local groups around the world using trash traps to significantly increase global cleanup efforts. https://oceanconservancy.org/trash-free-seas/international-coastal-cleanup/trash-trap-network/

measures catch debris, hydrocarbons, and sediment, further improving water quality and aligning with the City's long-term environmental sustainability goals.

While targeted waste collectors like Collec'Thor help mitigate floating debris, investing in these preventative stormwater management improvements will enhance the City's overall ability to protect the waterfront ecosystem.

Financial Implications
There are no direct financial implications associated with applying for the Great Lakes Local Action Fund. Municipalities are eligible for $100,000, providing they partner with at least one community organization.

The project budget is $100,000 which includes $90,700 (includes two Collec'Thors, installation and year one operational costs. The remaining $9,300 has been allocated to cover costs for the Lake Superior Watershed Conservancy including salaries, school bus fees and indigenous honourariums. $5,000 in-kind from City staff has been noted to see the project through to implementation as well.

Operational costs for the first year, which are expected to be covered by the grant are estimated at $5,000, which includes utility and oil absorbing pad costs. After one year, staff will revisit this estimate based on actual usage to ensure accuracy and make any necessary operational forecasting adjustments.

Strategic Plan / Policy Impact / Climate Impact
The Bondar Marina Collec'Thor Water Quality Project is aligned with the City of Sault Ste. Marie's Strategic Plan 2024-2027 infrastructure focus area which encourages opportunities to implement sustainable solutions, including technologies to improve water quality. The project will have a positive environmental impact through:

- Enhancing Water Quality and Ecosystem Health;
- Mitigation of Pollution Sources;
- Support for Sustainable Infrastructure ; and
- Community Engagement and Awareness

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

Resolved that the report of the Sustainability Coordinator and Manager of Recreation and Culture dated October 21, 2024 concerning Bondar Marina Collec'Thor Project be received and that staff be directed to proceed with implementation should funding be received.

Respectfully submitted,

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

Virginia McLeod
Manager of Recreation and Culture
705.759.53.11
v.mcleod@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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Emily Cormier, Sustainability Coordinator
DEPARTMENT:	Community Development and Enterprise Services
RE:	Community Development Fund – Green Initiatives Program Applications 2024 Q3 Intake

---

Purpose

The purpose of this report is to seek Council approval for recommendations from the Environmental Sustainability Committee for the distribution of Community Development Fund (CDF) – Green Initiatives Program funds.

Background

The purpose of the Green Initiatives Program of the Community Development Fund (CDF) is to support green initiatives that result in reduced greenhouse gas emissions (GHGs), improve water quality/rehabilitation, increase energy efficiency, healthy and resilient ecosystems, including habitat restoration, active transportation and waste reduction.

The City of Sault Ste. Marie's (the City) Environmental Sustainability Committee (ESC) is responsible for making recommendations for the allocation of funds for eligible projects or programs that support the City's environment plans and practices. Funding applications are reviewed by the ESC in accordance with the CDF – Green Initiatives Program guidelines and are accepted in four quarterly intakes throughout the year.

Total annual funds available for all projects under the CDF – Green Initiatives Program in 2024 is $61,194. Note an extra $10,000 was allocated to the fund this year due to a rebate supplied by Enbridge for the City's deep energy retrofit audit project. Eligible applicants include not-for-profit organizations, unincorporated organizations/collectives, local school or schools groups / committees and City departments.

Analysis

At the ESC meeting on Thursday October 10, 2024, four (4) projects received the following recommendations:

Mover: N. Roubal
Seconder: A. Riopel

Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF Green Initiatives Program for the following projects and amounts and recommends that Council approves the request:

- École Notre-Dame-du-Sault Hydroponic Tower Garden Project—$5,495.40;
- FH Clergue Tree and Pollinator Plant Project – $4,125.75;
- Habitat for Humanity Kitchen Salvage Program Project – $5,000; and
- City of Sault Ste. Marie Bike Locker Project – $10,625.29.

A short summary of each of the recommend projects is provided below.

1. *École Notre-Dame-du-Sault Hydroponic Tower Garden*
   École Notre-Dame-du-Sault is seeking Green Funding from the City to purchase three (3) tower gardens, which are vertical aeroponic gardens with a plan to allow students to grow a variety of vegetables in a sustainable manner. This initiative aligns with the Grade 3 curriculum on plant growth and changes, providing hands-on learning experience to the students. Once harvested, the vegetables will be used in the high school Nutrition classes, fostering a farm-to-table approach and promoting healthy eating habits among students from JK to Grade 12.

2. *FH Clergue Tree and Pollinator Plant Project*
   This project seeks to add more trees and pollinator plants to the FH Clergue school grounds. Administration, teachers, and students at the school will plant the trees and plants. Volunteer parents and guardians of the students will help in organizing the project by picking up needed equipment and plants. Volunteers will coordinate the planting of the trees and plants.

3. *Habitat for Humanity Sault Ste. Marie and Area (HFHSSMA) ReStore Kitchen Salvage Project*
   The ReStore's Kitchen Salvage Program aims to promote the sustainable removal and resale of kitchen cabinets and appliances. This initiative allows businesses and homeowners to easily dispose of unwanted kitchen items with no preparation required on their part. By salvaging and repurposing these materials for resale in the ReStore, the program not only supports affordable housing efforts but also contributes to significant environmental sustainability by reducing landfill waste.

   To promote the new Kitchen Salvage program, HFHSSMA is requesting funds to support a comprehensive marketing campaign. The goal of the campaign will be to promote the ReStore's Kitchen Salvage Program, its environmental benefits and social benefits. Collaborative promotions with local contractors, such as Soo Mill, will help amplify outreach, while educational materials like pamphlets and banners will emphasize the benefits of reducing landfill waste and supporting affordable housing.

4. *City of Sault Ste. Marie Bike Shelter Project*

The City Bike Shelter project aims to install two pre-assembled bike lockers—one near the Sault Ste. Marie Public Library (SSMPL) and another near Queen Street Commons/King Street Alley. The lockers will be bolted to the ground and will provide a secure place for cyclists to store their bikes, encouraging bike use and enhancing community accessibility. Each locker can accommodate two individual bikes. Users will supply their own lock when using them. The Sault Ste. Marie Public Library and Outspoken Brewing Company have offered to support the City's Secure Bike-Rack Storage Project to ensuring no misuse by using a City supplied padlock to use on each of the lockers to lock them up at the end of the day and to unlock in the morning. This project also addresses the Bike Valet resolution brought forward by Council on June 24, 2024 (see Bike Shelter Pilot Project Report elsewhere on the consent agenda).

Financial Implications

The 2024 Community Development Fund – Green Initiatives Fund currently has an uncommitted balance of $32,336.57 available to support the four projects in this report totalling $25,246.44.

Strategic Plan / Policy Impact / Climate Impact

The project recommendations support the sustainable growth value and quality of life and infrastructure focus areas of the Community Strategic Plan for 2024 – 2027 by encouraging sustainable options, enhancing green spaces, investing in recreation, and seeking opportunities to implement sustainable solutions.

In addition, the applications support actions in the Sault Ste. Marie Community GHG Reduction Plan: 2020 – 2030 including:

- Active transportation
- Encouraging the preservation of natural areas
- Waste Diversion
- Environmental Stewardship

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Sustainability Coordinator dated October 21, 2024 concerning Community Development Fund – Green Initiatives Program Applications 2024 Q3 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the four projects as follows be approved:

- École Notre-Dame-du-Sault Hydroponic Tower Garden Project – $5,495.40;
- FH Clergue Tree and Pollinator Plant Project – $4,124.75;
- Habitat for Humanity Kitchen Salvage Program Project – $5,000; and
- City of Sault Ste. Marie Bike Locker Project – $10,625.29.

Respectfully submitted,

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

The Corporation of the
City of Sault Ste. Marie

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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Susan Hamilton Beach, P. Eng., Deputy CAO, Public Works and Engineering Services
DEPARTMENT:	Public Works and Engineering Services
RE:	Public Works Fleet Renewal Plan – 2025

Purpose

The purpose of this report it to provide Council with an updated fleet renewal plan for the Public Works fleet, including electric vehicles for all pick-ups scheduled for replacement.

Background

In early 2023, a smooth, practical replacement plan was prepared by Mercury Associates Inc. for the Public Works fleet. This plan indicated that a significant backlog existed ($12.1 million) and that the practical, recommended replacement plan would address that backlog over approximately three years with a level of capital investment of around $3.3 million annually. Following the funding of the backlog, the annual spend could be reduced to approximately $2.4 million, which would allow the Division to maintain the fleet's average age within industry best practices.

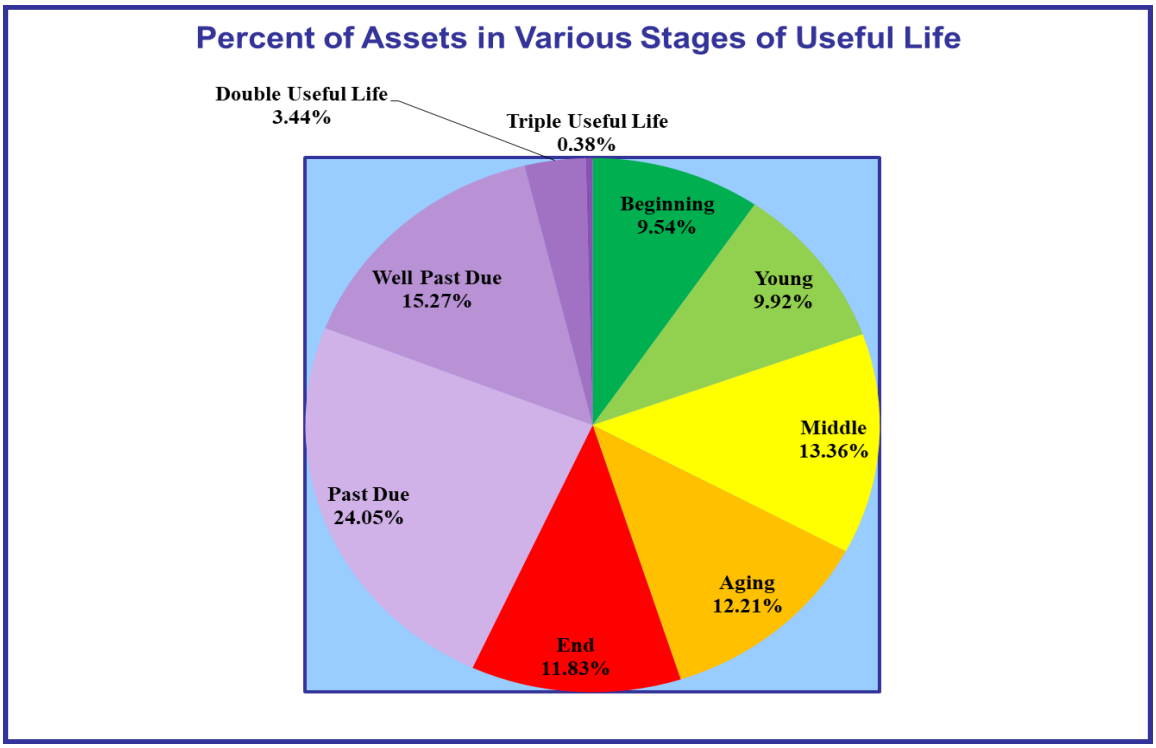
This analysis was supported in principle at the meeting of Council dated January 9, 2023. During the 2023 budget deliberations, Council supported the level of spending at $3.3M towards the Public Works fleet by approving the use of internal debt which resulted in no impact to the tax levy. In 2024, this spend increased to $3.4M through use of the remaining internal debt plus a levy increase of $367,000 to the annual equipment budget.

Since that time Council has provided the directive that all light vehicle replacements should be electric vehicles (EVs).

A replacement plan is a living document and this report incorporates the level of spending in 2023 and 2024, and has updated the work on the backlog as well as incorporated electric vehicles into the fleet wherever a pick-up is slotted for replacement.

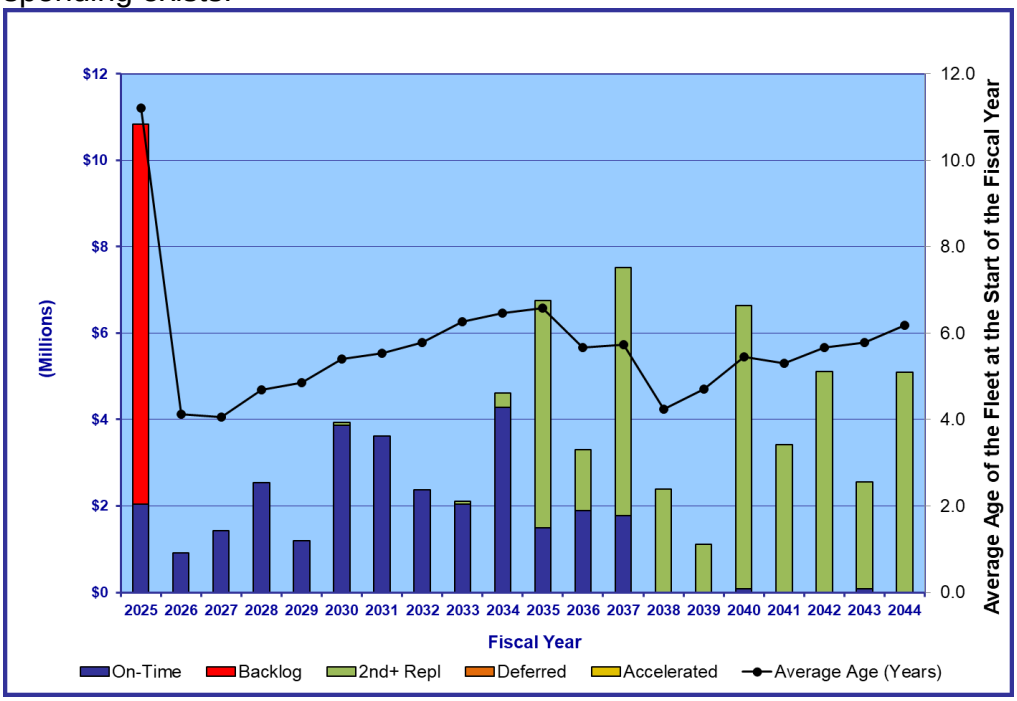
Analysis

The pie graph below indicates the percentage of Public Works assets in their various stages of useful life.



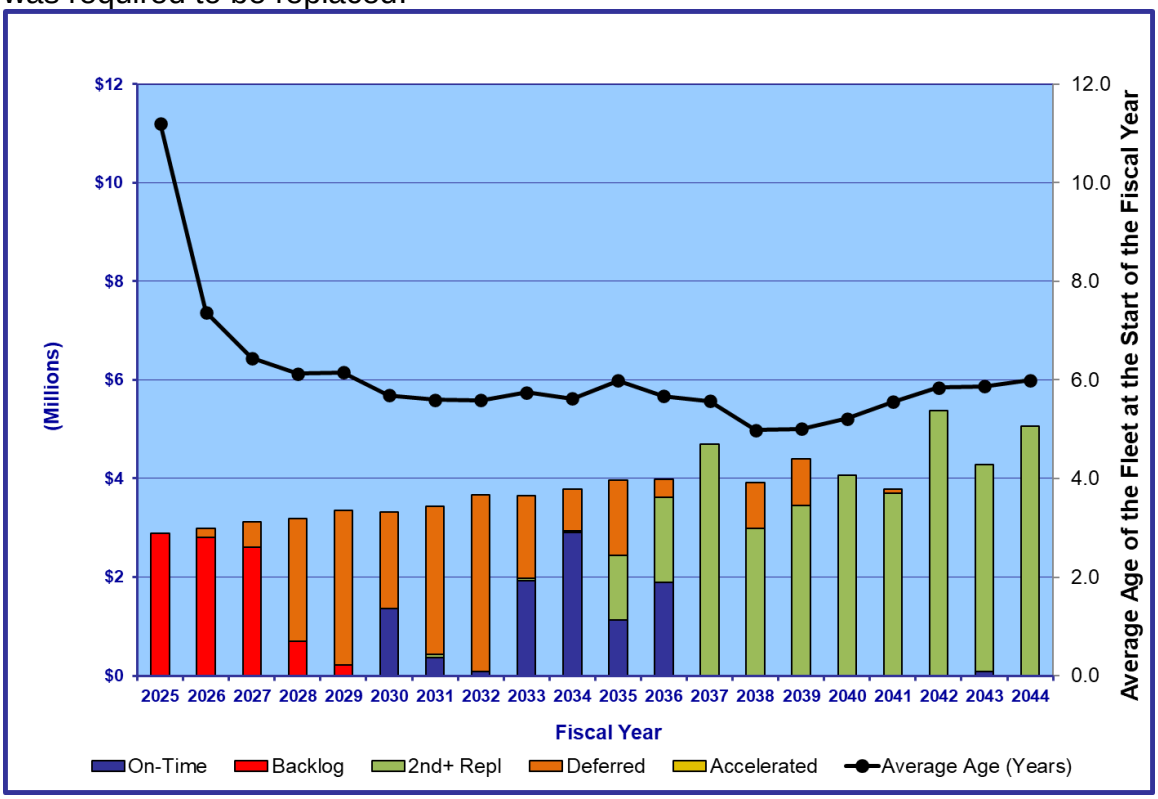
Ideally, there should be no past due assets. Approximately 43% of Public Works assets have exceeded their useful life parameter. The 'backlog' or the replacement value of vehicles meeting or exceeding replacement age in 2025 is $10.6M with conventional vehicles. With the incorporation of electric vehicles, that value is $10.8M.

Without exercising a 'smoothing' or practical approach the following replacement level of spending exists:



This spending approach is not a reasonable (i.e., implication to levy) or achievable (i.e., amount of tenders required for purchasing, etc).

With the direction of arriving at the most practical, smooth replacement plan possible, the following was generated by Mercury and incorporates EVs at each time a light duty truck was required to be replaced.



This plan has the majority of the 'backlog' addressed in the years 2025 – 2027 and a total of 18 EVs incorporated. In years 1 – 5, 11 are replaced, in years 6 – 10 an additional 5 EVs with 2 remaining within year 11.

Financial Implications

This updated replacement plan outlines the recommended annual spend on equipment is as follows:

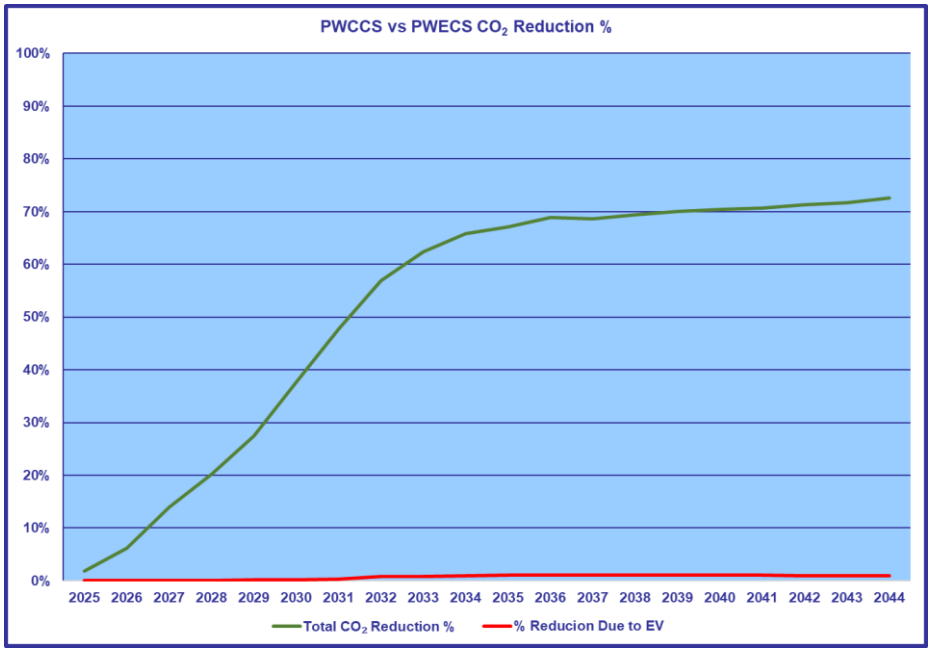
2025: $2.9 million
2026: $3.0 million
2027: $3.1 million
2028: $3.2 million

At the 2025 budget deliberations, a funding model will be recommended for Council's support.

As part of the 2025 budget process, Council will see a recommended increase to the Public Works Equipment reserve; however, it's insufficient to fund the recommended plan. Council will see an additional ask as part of the Service Level Requests to supplement the program. It is also anticipated that Council will see an additional ask in 2026 for an additional $550,000 should they not approve the service request in 2025.

Strategic Plan / Policy Impact / Climate Impact
The topic of this report is directly related to Focus Area 3: Infrastructure and prioritizing our asset management plan(s).

Updating the Public Works fleet in a timely manner is impactful to the environment. Mercury Associates, Inc. was able to take the recommended replacement plan and model the percentage of CO_2 reduction. It is worth noting that the majority of items in this fleet are heavy equipment and do not currently have an electric option. The graph below indicates the significant impact made by the replacement of heavy equipment in a timely manner. Due to the much smaller number of light duty vehicles in this fleet, conversion to electric vehicles is not as impactful but, worthy of testing. The first electric pickup is proposed in the 2025 equipment list.



In summary, from an environmental perspective, Public Works fleet renewal in a timely manner is critical and it is essential to be operating vehicles within their useful life from an environmental perspective.

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

Resolved that the report of the DCAO, Public Works and Engineering Services dated October 21, 2024 regarding Public Works fleet replacement plan be received and that the funding of this plan be referred to the 2025 budget deliberation session.

Respectfully submitted,

Susan Hamilton Beach, P. Eng.
DCAO, Public Works and
Engineering Services
705.759.5207
s.hamiltonbeach@cityssm.on.ca

SAULT STE.MARIE

Public Works
Fleet Replacement Plan

MERCURY

Purpose

- Provide a refreshed fleet replacement plan for Public Works to secure capital funding starting in 2025.
- Develop and compare the replacement plans for conventional and electric vehicle fleets.
- Identify the recommended replacement plan from the alternate scenarios.

SAULT STE.MARIE

MERCURY

Content

- Background
- Public Works (PW) Replacement Plan: Conventional and Green Fleet
  - High-level Data points
  - Fleet Asset Age Distribution
  - Baseline Plan
  - Plan that eliminates backlog in 2025 and 2026
  - Smooth Plan
  - CO_2 Reduction Percentage
- Recommended Plan

SAULT STE.MARIE

MERCURY

Background

- Public Works replacement plan was presented to Council in January 2023 and capital was allocated to renew the Fleet.
- Entire capital budget allocation for 2023 was used to procure Fleet Assets.
- Capital budget allocation is on track for full spending in 2024.
- The replacement plan needs to be refreshed for 2025 for two distinct scenarios:
  - Conventional Fleet with fossil fuels.
  - Green Fleet in which specific Assets are replaced with Electric Vehicles.
- An Excel Workbook with all the details pertaining to the scenarios, cost comparisons, CO_2 reduction, etc. has been provided.

SAULT STE.MARIE

MERCURY

High-Level Data Points

The following table provides a snapshot of the data points for the PW fleet. Historically, fleet replacement was under-funded hence the backlog. Funding was increased in 2023 and 2024 to $3.3M and $3.4M respectively.

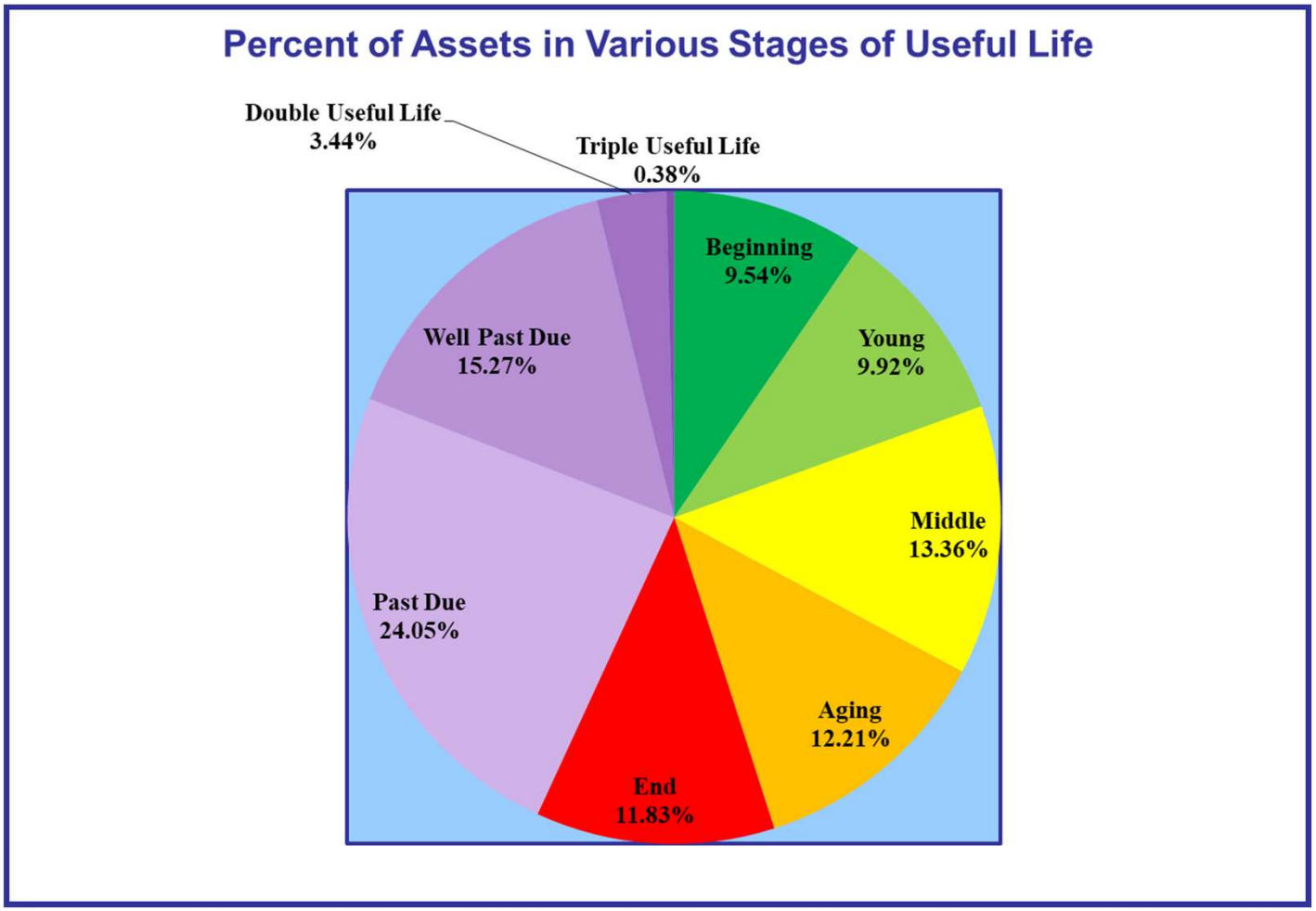
Fleet Replacement Statistics	Current Fleet	EV Fleet	Delta
Number of vehicles currently in the fleet	262	262	0
Number of vehicles that will meet or exceed replacement age in FY 2025	110	110	0
Percentage of vehicles that will meet or exceed replacement age in FY 2025	42%	42%	0%
Number of vehicles that will exceed replacement age in FY 2025	93	93	0
Percentage of vehicles that will exceed replacement age in FY 2025	35%	35%	0%
Current replacement cost of the entire fleet	$32.6 M	$33.1 M	$0.5 M
Cost of replacing vehicles that will meet or exceed replacement age in FY 2025	$10.6 M	$10.8 M	$0.2 M
Cost of replacing vehicles that will exceed replacement age in FY 2025	$8.6 M	$8.8 M	$0.2 M
Cost of replacing vehicles overdue for replacement as a percentage of total fleet rep cost	26%	26%	0%
Current Average Age	11.2	11.2	0.0
Weighted average replacement cycle (years) for the Fleet	12.08	12.08	0.00
Weighted average percent used	95%	95%	0%
Average annual replacement cost of the fleet	$2.7 M	$2.7 M	$0 M
Average annual value of vehicle purchases (2019-2023)	$1.6 M	$1.6 M	$0 M

Historic Spending		
2023	$	3.26
2022	$	1.06
2021	$	1.43
2020	$	1.25
2019	$	1.06
Avg	**$**	**1.61**

SAULT STE.MARIE

MERCURY

Distribution of Fleet Asset Life Stages



Ideally, there should be no past due assets. Approximately, 43% of PW assets exceed their useful life parameter.

Legend:

Beginning=0 to 20%

Young=20 to 40%

Middle=40 to 60%

Aging=60 to 80%

End=80 to 100%

Past Due=100 to 150%

Well Past Due=150 to 200%

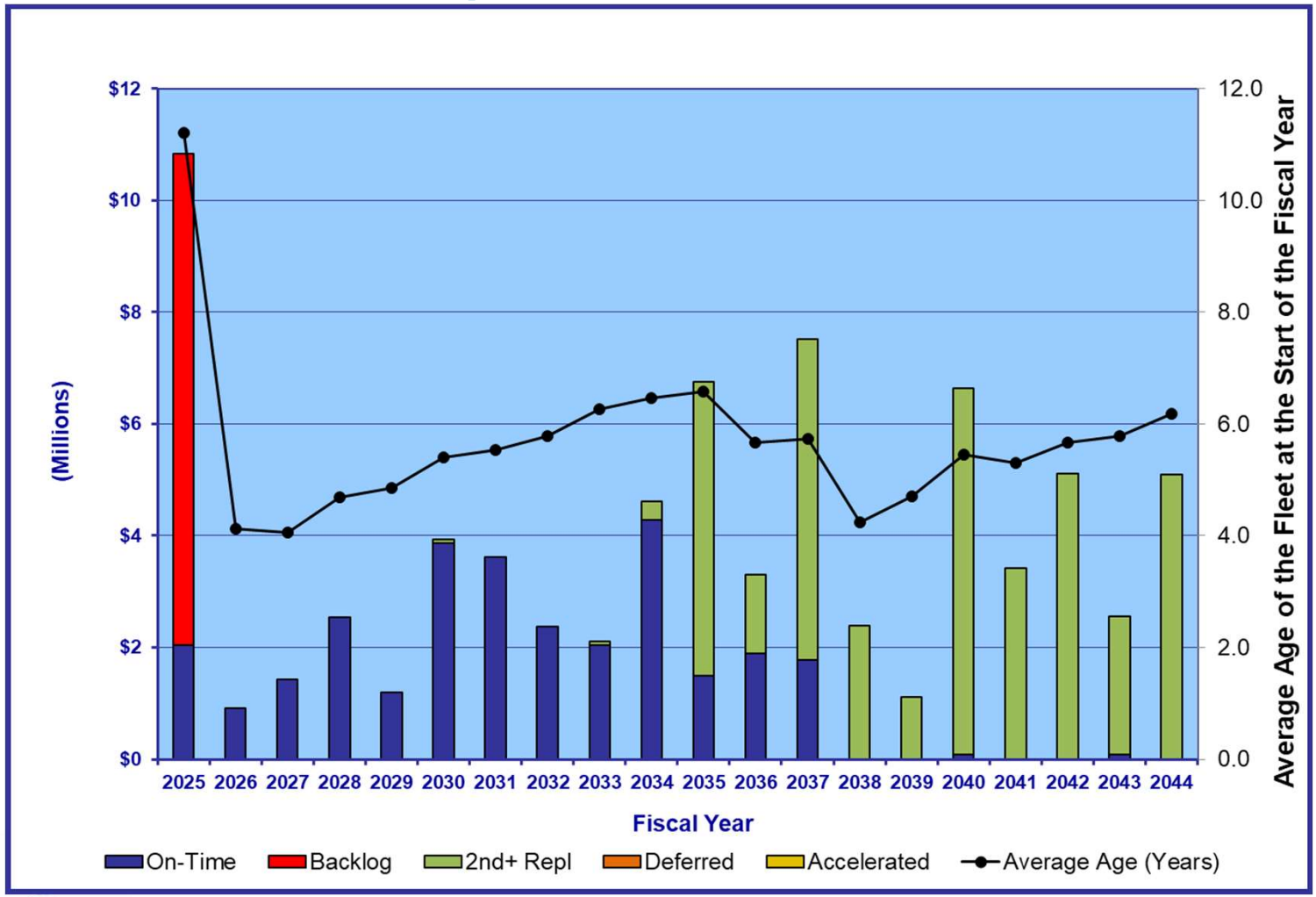
Double=200 to 300%

Triple=300 to 400%

SAULT STE.MARIE

MERCURY

Baseline Replacement Plan – Current PW Fleet



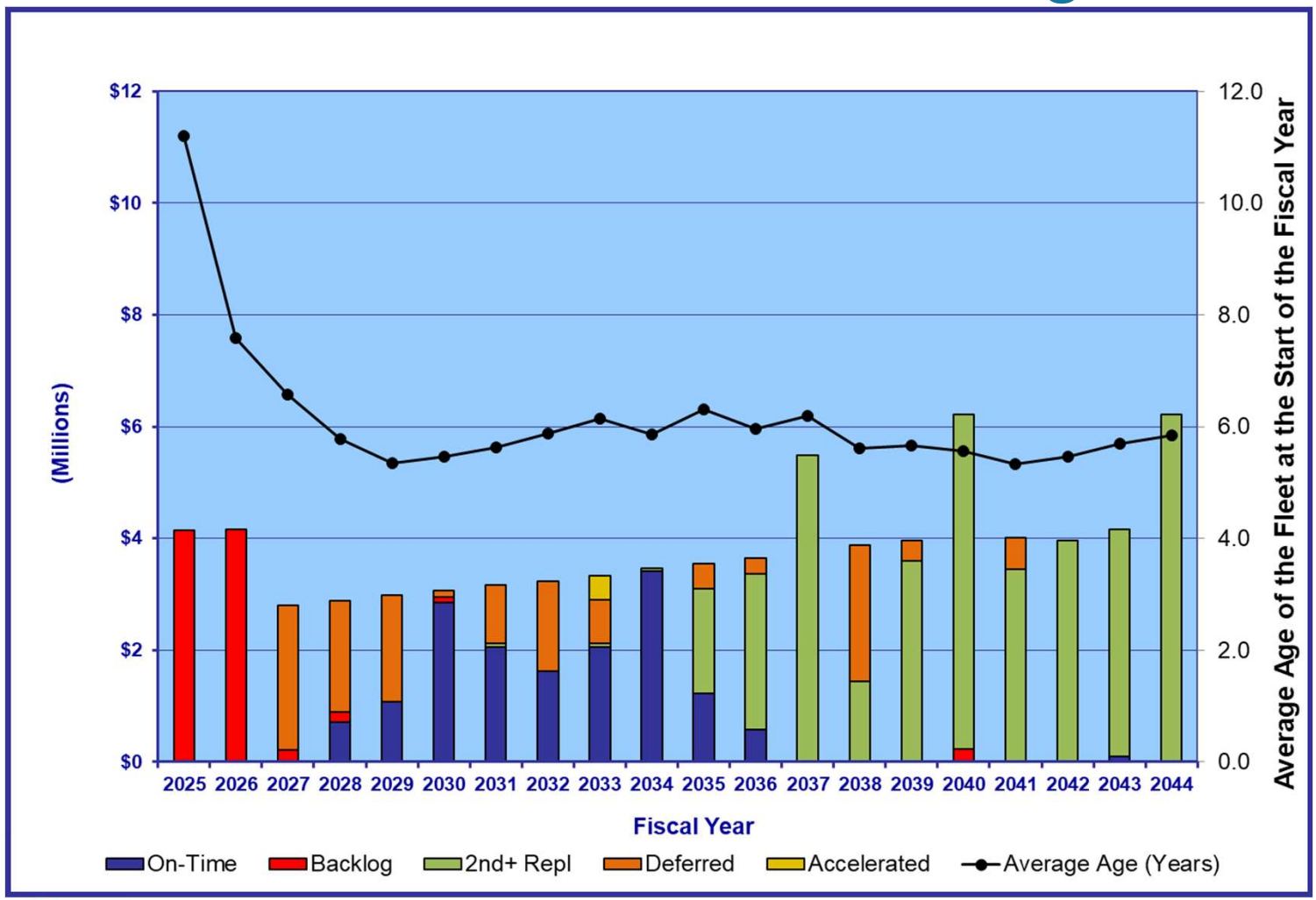
The chart represents a starting point for the replacement plan and while not practical to implement, it does illustrate that there is a significant backlog.

SAULT STE.MARIE

6

MERCURY

Plan Which Eliminates Backlog in 2025 and 2026

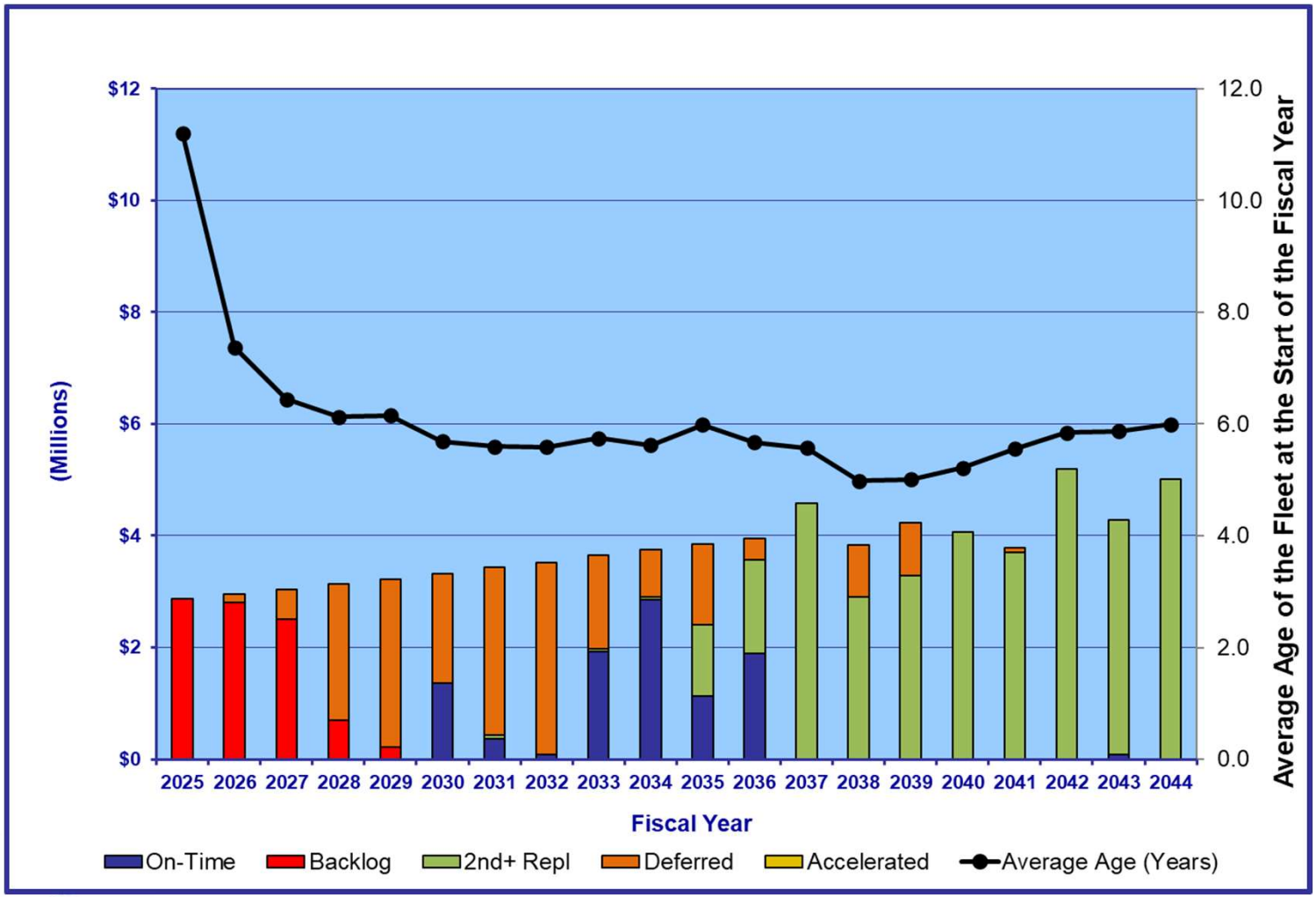


This plan eliminates backlog in 2025 and 2026 with $4.1M and $4.2M in funding. However, it creates future funding requirement spikes.

SAULT STE.MARIE

MERCURY

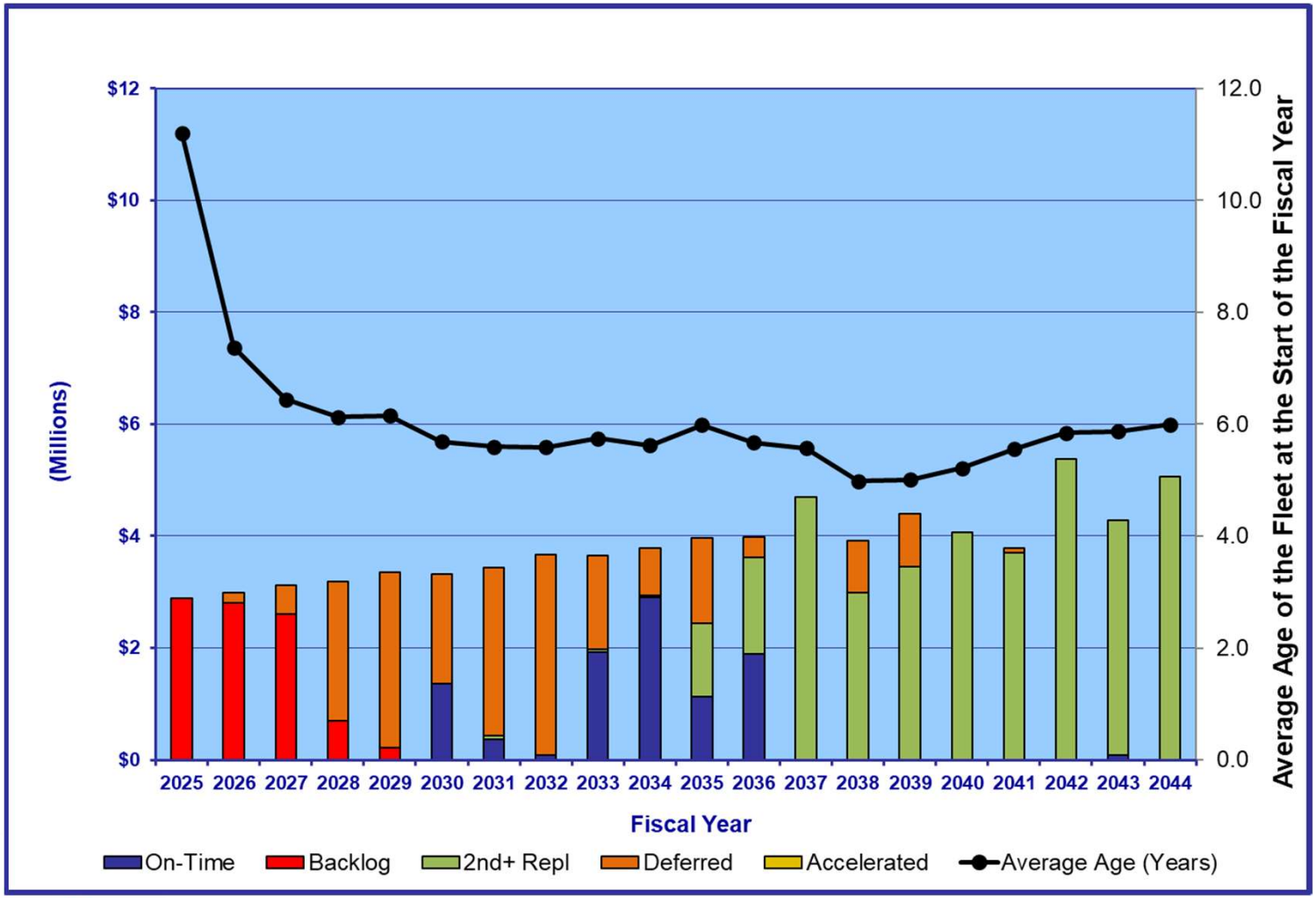
PW – Smooth Plan with Conventional Fuel



This chart shows a smooth plan without significant spikes, and which clears the backlog in 3 plus years.

The funding requirements:
2025: $2.9M
2026: $3.0M
2027: $3.0M
2028: $3.1M

PW - Smooth Plan with Specified Electric Vehicles



This chart shows a smooth plan with a total of 18 EVs:

- Years 1-5: 11
- Years 1-10: 16
- The remaining 2 EVs are introduced in year 11

The funding requirements are slightly higher with the gradual introduction of EVs which cost more:

- 2025: $2.9M
- 2026: $3.0M
- 2027: $3.1M
- 2028: $3.2M

Cost Comparison: Conventional vs. Green Fleet

Smooth Spend		Year 1	10yr Total	20yr Total
Current Fleet	Assets Replaced	48	229	454
	Repl Cost	$ 2.87	$ 32.90	$ 75.68
	M&R Cost	$ 1.29	$ 12.86	$ 28.76
	Fuel Cost	$ 1.99	$ 13.41	$ 19.66
	Total Cost	$ 6.14	$ 59.17	$ 124.10
	Backlog	$ 2.87	$ -	$ -
	Average Age	7.37	5.99	6.19
EV Fleet	Assets Replaced	48	229	454
	Repl Cost	$ 2.90	$ 33.40	$ 76.94
	M&R Cost	$ 1.29	$ 12.86	$ 28.76
	Fuel Cost	$ 1.99	$ 13.34	$ 19.39
	Total Cost	$ 6.17	$ 59.60	$ 125.08
	Backlog	$ 2.90	$ -	$ -
	Average Age	7.37	5.99	6.19
Delta or Difference	Assets Replaced	0	0	0
	Repl Cost	$ 0.03	$ 0.50	$ 1.25
	M&R Cost	$ -	$ -	$ -
	Fuel Cost	$ (0.00)	$ (0.07)	$ (0.28)
	Total Cost	$ 0.03	$ 0.43	$ 0.98
	Backlog	$ 0.03	$ -	$ -
	Average Age	0.00	0.00	0.00

*Costs shown in millions

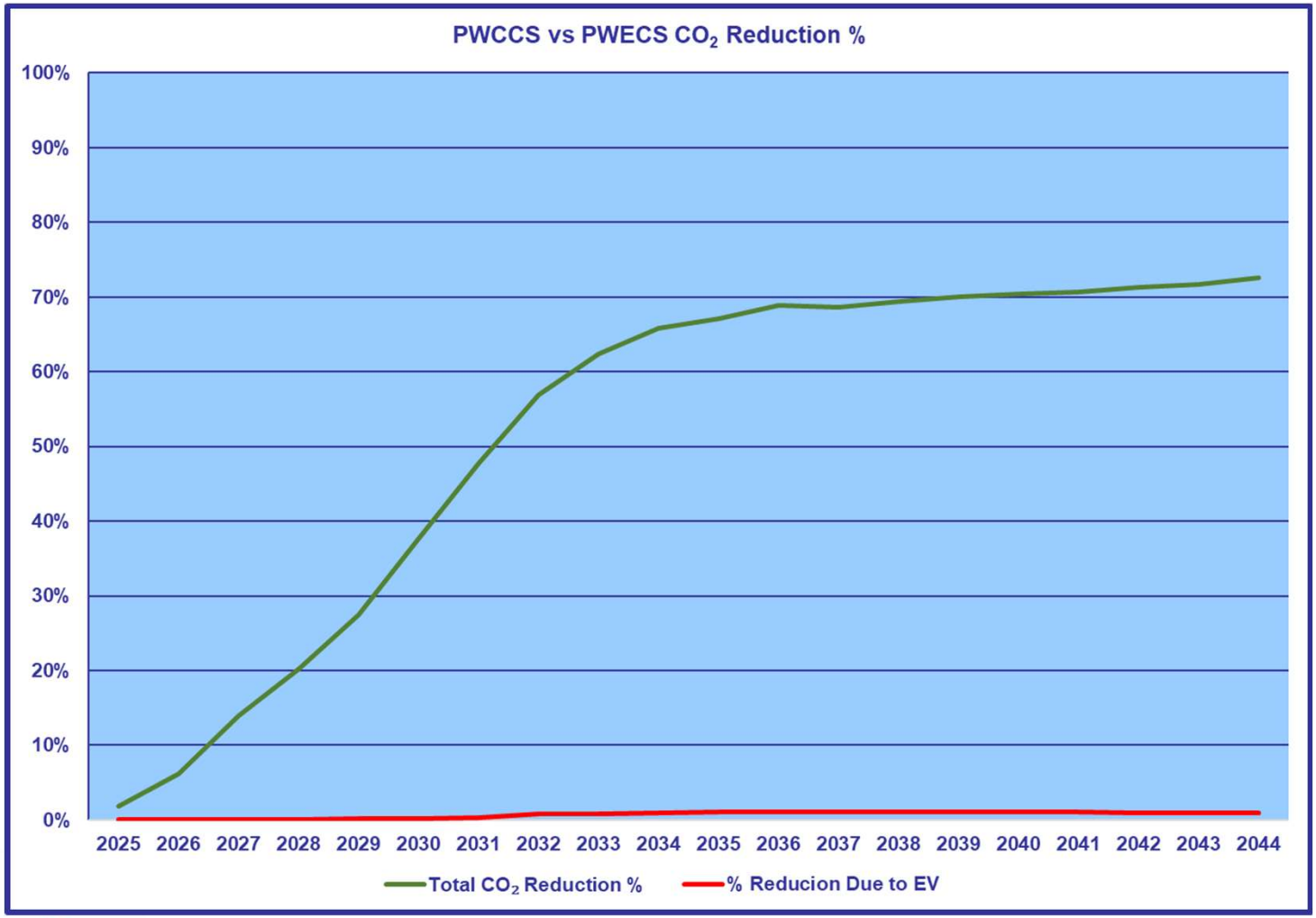
This table is derived using mathematical models and the replacement of specified vehicles with EVs and for 10-year total shows:

- An increase of $0.5M in replacement cost for the Green Fleet with EVs.
- A decrease of $0.07M in fuel costs

SAULT STE.MARIE

MERCURY

CO_2 Reduction Due to Fleet Renewal



This chart shows the total CO_2 reduction due to replacing old vehicles with more fuel-efficient new vehicles (green line).
The red line shows the contribution of EVs to the total CO_2 reduction.

SAULT STE.MARIE

11

MERCURY

Recommended Replacement Plan

- We recommend the Smooth Plan for the conventional or the green fleet scenarios:
  - It is the most practical for implementation.
  - It clears the backlog, and it also starts to address the deferred vehicles in 3 plus years.
  - It does not have significant required funding increases.

SAULT STE.MARIE

MERCURY

The Corporation of the
City of Sault Ste. Marie

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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Deputy CAO, CD&ES
	Susan Hamilton Beach, Deputy CAO, PW&ES
DEPARTMENT:	Community Development and Enterprise Services
RE:	Self-Cleaning Public Toilets

Purpose
The purpose of this report is to provide Council with information on the options available for self cleaning public toilets. .

Background
On June 24, 2024, the following resolution was passed:

> Whereas in our community and many others the populations of those who are homeless or precariously housed have been on the increase, adding pressures on agencies that serve the most vulnerable; and
>
> Whereas the reality of having access to clean and safe toileting facilities has been identified as need across our service agencies; and
>
> Whereas while our City has publicly accessible washrooms at various
>
> locations, including Dennis Street Bus Terminal, GFL Memorial Gardens,
>
> Downtown Plaza, Roberta Bondar Pavilion and through our District Social
>
> Services at the Community Resource Centre, these facilities are not open or available on a 24-hour, 7-day a week basis; and
>
> Whereas the general public and tourists alike also need access to washroom facilities outside regular business hours of public facilities; and
>
> Whereas since 1992 vandal-proof, self-cleaning toilets have been available in Europe; and
>
> Whereas in cities such as Montreal, Valemount B.C. and soon, Waterloo Ontario, have publicly accessible free self-cleaning toilets
>
> Now Therefore Be It Resolved that staff be requested to research and connect with social services agencies to seek input and plan for possible self-cleaning toilet facilities in our community and provide Council with a report, including potential locations, cost and maintenance responsibilities.

Prior to this resolution being presented additional washroom facilities have been requested in high need areas of the community. The most notable example being Finn Hill as referenced in the Council report dated January 11, 2021. Washroom requests have also been made for Clergue Park from the Rotary Club of Sault Ste. Marie and members of the public.

Analysis

The teams from Community Services and Parks have conducted research into the options for self cleaning washrooms. Staff had the opportunity to view options from Urben Bleu and NIU firsthand providing an opportunity to ask questions on specifications, security, climate control, and overall operation. A product overview is detailed here.

Urben Bleu

During each cleaning cycle, the door automatically locks, and an external LED display panel indicates the toilet's status to users. There are three (3) possibilities:

- Available;
- Cleaning cycle in progress; and
- Occupied/out of order.

The first cleaning cycle is for the bowl. It is cleaned, disinfected, and dried after each use, and the cleaning cycle lasts approximately 45 seconds. The second cleaning cycle is for the floor. The floor washing cycle is performed using high-pressure water sprinklers, pushing all dirt towards the drains, which are located in the mechanical room. The cycle frequency is programmable, and they recommend a frequency of 10 to 15 uses.

The smart, self-cleaning washrooms help save on management by reducing daily maintenance of the washroom. In addition to the self-cleaning functions, the remote-control system allows you to change settings directly from a staff computer or phone and will provide alerts if the washroom's condition requires special attention.https://urbenblu.com/en/company/

NIU

A number of features are automated and reduce contact to help facilities achieve the highest hygiene certifications and keeping users safe. NIU's system automatically cleans, dries and disinfects the toilet and its surrounding space using UV light (a system that has proven itself in the treatment of drinking water) after each use, virtually eliminating the need for constant human intervention. https://niutoilet.com/

In addition, staff met with Social Services and the Canadian Mental Health Association representatives to gain input into the review of the resolution.

Potential Locations

After reviewing the current coverage in the Downtown area for washroom availability to the public, the areas below were identified where self-cleaning washrooms could be piloted:

Options:

- Clergue Park;
- Community Resource Centre (has its own washrooms, not turned away);
- Esposito Park;
- Gore and Albert;
- Dennis Street Terminal;
- Anna Marinelli Park;
- Finn Hill (added per prior Council reports and requests); and
- Queenstown Commons (Beside Soo Blasters)

The reasons supporting the recommended options for locations above were based on the following criteria.

- The location was on municipal or partner owned land;
- Location is within the downtown core;
- Impact to surrounding area proposed;
- Proximity to high need individuals;
- Supports existing amenities for general public use;
- Location where City staff frequent;
- Washrooms already present; and
- Historical requests from public for washrooms in this area

Staff from the City, CMHA and DSSAB ranked all eight locations based on the criteria above and from this exercise it was determined that Clergue Park is the best candidate to pilot a self-cleaning toilet option.

Staff met with the Rotary Club, and they support the addition of the self-cleaning toilet at Clergue Park as it will also aid the festival during the summer and provide access in the winter for the Skating Trail. The proximity to Queen and the Boardwalk will provide use serving many citizens year-round.

Cost

The projected total cost is $350,175 based on a pre-assembled single washroom unit *Accessibility for Ontarians with Disabilities Act* complaint with adult changing table. Broken down as follows.

Item	**Cost**
Unit is 8'11" x 15'6" washrooms, actuators and delivery	$265,000
Site Servicing and concrete pad, connection to Utilities	$35,000
Shipping	$10,330
Taxes	$4,845
Contingency	$20,000
Annual licence fees per site + operating	$15,000
Projected Total	$350,175

Maintenance Responsibilities

The smart, self-cleaning washrooms help save on maintenance in comparison to a traditional washroom facility by reducing daily cleaning responsibilities. In

addition to the self-cleaning functions, the remote-control system allows you to change settings directly from your computer or phone and will alert you if the washroom's condition requires special attention.

It is understood the facility will require the regular stocking of supplies (i.e. toilet paper, soap, etc.) as well as it is anticipated that the surrounding area may require general housekeeping (i.e. litter pick-up etc.) more frequently than is currently performed. It is estimated that an additional hour per day of time may be realistic, however, this will be monitored and part of the learning process of this new technology.

Financial Implications
There is no operating impact to the budget at this time.

Strategic Plan / Policy Impact / Climate Impact
The recommendation supports the focus area of the Corporate Strategic Plan for 2024 – 2027 in several ways.

- Under Fiscal responsibility, we will manage municipal finances in a responsible and prudent manner.
- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Under Well Being taking a collaborative approach towards a healthy and safe community.

Climate Impact – generally speaking, self-cleaning toilets reduce environmental impact through low energy use design through elements such as LED lighting. They also often use less water than traditional systems and have programmable wash cycles that further minimize waste. Additionally, many of their construction components are often recyclable. Self-cleaning toilets promote sustainability while ensuring efficient and responsible resource use that support the values and focus areas of the Corporate Strategic Plan 2024 – 2027 to be a leader in environmental sustainability and climate action.

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

Resolved that the report of the Deputy CAO Public Works and Engineering Services and Deputy CAO Community Development and Enterprise Services dated October 21, 2024 concerning Self-Cleaning Public Toilets be received and that a request be submitted to the 2025 budget process for a self-cleaning washroom at Clergue Park.

Respectfully submitted,

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

Susan Hamilton Beach
Deputy CAO
Public Works and Engineering Services
(705)759-5207
s.hamiltonbeach@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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Catherine Taddo, P. Eng.
	Manager of Development and Environmental Engineering
DEPARTMENT:	Public Works and Engineering Services
RE:	Landfill Business and Implementation Plan

Purpose

The purpose of the report is to provide information related to the Landfill Business and Implementation Plan, and to request approval of the proposed waste management system funding approach.

Background

The Landfill Business and Implementation (B&I) Plan is a critical part of the City's asset management strategy, first approved by Council on October 22, 2019. The plan introduced incremental user fee increases and levy adjustments to ensure sustainable funding for the City's waste management system. Further updates to integrate provincially mandated programs such as source separated organics (SSO) collection and processing were brought forward to Council in 2021. The Plan remains a living document updated on an ongoing basis to reflect the ongoing business needs of the landfill operating and capital requirements.

The Plan has been updated to address inflationary pressures and the most current waste management system needs inclusive of the biosolids and source separated organics facility 60% design stage costs. The latest revisions maintain a financial target of a $0 reserve balance in 2035, reflecting updated budgetary figures. The combined biosolids and SSO facility is estimated at $56 million based on the 60% design estimate stage, which incorporates equipment costs, and ongoing design refinements aimed at cost savings measures. Further refinement of costs and funding sources will occur as the engineering design proceeds and the tendering process is complete.

Analysis

Attached to this report is the Waste Management Business Plan Memorandum, which outlines the assumptions in the Plan. The current update to the Plan assumes a user fee increase of 20% every five years and an annual increase in the levy contribution to waste management of 8.04% commencing in 2025 to meet the financial objective of a reserve account balance of approximately $0 in 2035.

The proposed tipping fee in the 2025 user fee by-law is an increase from $77/tonne to $92/tonne. This aligns with our northern comparators, Thunder Bay, with a tipping fee of $89.21, and Sudbury, at a current rate of $103.

Financial Implications

The recommended Business and Implementation Plan includes a 20% increase in user fees every five years, with a tipping fee of $92/tonne, and gate fee of $13.25 in 2025. This will result in an estimated revenue increase of $195,000. The user fee by-law will be presented to Council in November for approval.

The Plan also includes a waste management system levy increase of approximately $373,000 in 2025. Increases are required each year over the analysis period, with an average annual increase from 2025 to 2035 of $566,000.

The 2025 net levy increase will be $373,000. By comparison, the recent levy increase for 2023 and 2024 was $319,000.

Strategic Plan / Policy Impact / Climate Impact

The Landfill Business and Implementation Plan aligns with the City's Strategic Plan focus area of infrastructure and supports climate mitigation through sustainable waste management practices.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Development and Environmental Engineering dated October 21, 2024 concerning the Landfill Business and Implementation Plan, be received and that the Waste Management System Business Plan be approved.

Respectfully submitted,

Catherine Taddo, P. Eng.
Manager of Development and Environmental Engineering
705.759.5380
c.taddo@cityssm.on.ca

AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie, ON P6A 2M4
Canada

T: 705.942.2612
F: 705.942.3642
aecom.com

Project name:
SSM Landfill Monitoring and Reporting 2023

Project ref:
60707012

To:
Catherine Taddo, P.Eng.

CC:
Susan Hamilton Beach, P.Eng.

From:
Rick Talvitie, P.Eng.

Date:
August 2024

Waste Management Business Plan (August 2024 Update)
Memorandum (Final)

AECOM has completed an update to the waste management business plan to reflect waste management system changes that have occurred over the last several years and changes that are planned for the future.

One of the principal changes is the introduction of the Provinces Food and Organic Waste Policy Statement which mandates the City of Sault Ste Marie to achieve 50 per cent waste reduction and resource recovery of food and organic waste generated by single-family dwellings by 2025. To achieve this target the City must initiate a curbside source separated organics (SSO) collection and processing program (Note: given the financial challenges associated with the construction of a new Biosolids/SSO Processing Facility and to align the commencement of SSO collection with the current waste collection contract end date the City is not expected to initiate curbside SSO collection until 2027). To address the “processing” component the Biosolids processing facility is being expanded to meet the requirements for both biosolids and SSO. Although provisions were incorporated in the last iteration of the plan further modifications have been undertaken to reflect updated cost estimates and an updated division of costs between internal City departments (ie. wastewater vs waste management). The project has now progressed to the 60% design submission stage and the project is expected to be tendered in 2025. The attached financial plan incorporates 20% of the estimated capital and future O&M costs for the proposed facility with 80% of the costs being allocated to wastewater.

The following assumptions have been incorporated into the plan and are to be confirmed by the City:

- The plan includes a “sludge” management cost of $245,000 (2023 $’s) which has been included from 2024 to 2026 inclusive. In 2027 when biosolids processing commences the landfill operating costs are reduced with the removal of this cost.
- The plan assumes that leaf and yard waste processing continues in its current form (ie. it has not been assumed that it will cease at the time the biosolids/SSO processing facility comes online.
- An annual allowance has been included for the replacement of the scales/scale house, administration building, maintenance garage, public drop-off, compost pad and pump station. No allowances are included in the plan for other site infrastructure.
- Incorporates an inflation rate of 2% and financing rate of 5%.

The principal changes to the Plan are summarized below:

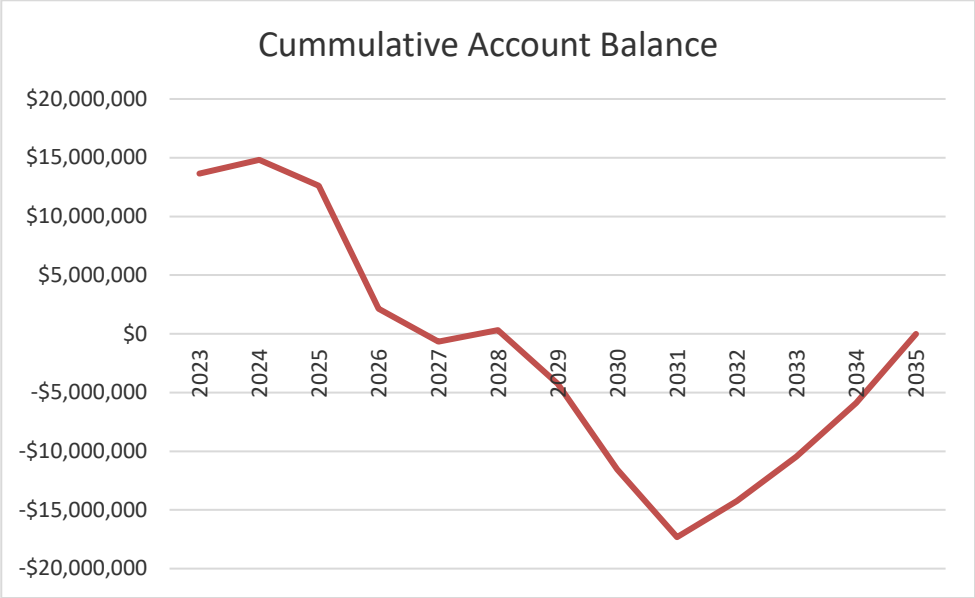
- The plan starts with a total reserve fund balance of $13.643M at the end of 2023.

- The Plan uses the updated cash flows that were developed for Biosolids/SSO facility and Landfill PS Upgrading projects that were issued to the City on August 1, 2024.
- In January 2023 AECOM completed a “Waste Management Collection Options Study Report”. The updated financial plan is predicated on the conclusions reached in that study which includes weekly collection of SSO and bi-weekly collection of residual waste. For the purposes of the attached Plan, it has been assumed that SSO collection would be initiated in 2027.
- Its is anticipated that the City and a waste collection contractor will generally split the collection responsibilities for both SSO and residual waste and the City will continue to be responsible for collection of leaf and yard waste across the entire collection area.
- The City developed a cost estimate for the collection of the three waste streams consisting of SSO (1/2 the collection area), residual waste (1/2 the collection area) leaf and year waste (full collection area). The estimate was developed assuming the City will require a fleet of five waste collection vehicles consisting of three automated split body trucks and two automated single body trucks. The projected service life of the vehicles is seven years and the estimate incorporates allowances for their future replacement.
- An allowance of $6/stop (2023$’s) per year has also been incorporated to account for the new SSO collection carts (assumed 15 year service life). These costs have been allocated starting in 2027.
- For the purposes of the current model it has been assumed that the contracted costs will increase by 25% to account for both SSO and residual waste. This is an allowance to account for increased equipment costs and increased labour. A detailed cost analysis was not undertaken as the actual costs will be determined at the time of tendering the next collection contract which is expected in 2025 or 2026. The model will be updated at that time.
- As noted above the capital and operating costs for the new biosolids/SSO processing facility will be apportioned 20% to waste management and 80% to wastewater. The plan includes 50% higher operating costs in the first two years to address training and trouble shooting.
- Most of the base costs in the plan were revisited and updated to 2023 $ values. This was necessary given the recent high inflationary period. The plan continues to carry an inflation rate of 2% (Bank of Canada target) for future years based on input from City Finance staff.
- The plan was initially developed in the mid-2000’s and some of the columns in the plan were no longer needed due to changes that have occurred with the City’s waste management programs over time. A general “clean-up” was undertaken to simplify the spreadsheet. As an example, all references to curbside recyclables have been removed as it is no longer a municipal responsibility.
- The “Landfill Operations” column includes allowances for the future landfill operations equipment replacement ($430k/yr) and also the future replacement of the landfill infrastructure ($450k/yr).
- Wood waste processing/chipping is being charged to wastewater currently but is incorporated as a waste management expenditure in 2027 when biosolids processing is initiated.
- Revenue from the tipping fees and gate fees has been modeled based on the average of this revenue stream for 2020, 2021 and 2023. 2022 was excluded as there was an atypical increase in revenue from contaminated soil. Future years have been modeled assuming fee increases of 20% at five-year intervals.
- AECOM completed the most recent update to the Biosolids/SSO processing facility cost estimate in mid-July 2024 and the overall estimate was $55M inclusive of necessary equipment purchases and engineering. The attached updated plan includes 20% of this cost with the facility expected to be completed by 2027.
- The base cost estimates for future landfill cell development have been updated and incorporated. Based on the timeline covered by the attached plan, development of Cell 1 and Cell 1A are included. Cell 1A reflects the proposed landfill mining area and it is a more cost intensive process. There may be an opportunity to defer this element of the cell development and complete Cell 2 in advance of Cell 1A if desired.
- The attached assumes the site expansion EA is approved by or near the end of 2024.
- For the property acquisition we have included an allowance of $1.0M in 2024 to account for the acquisition of the Ellwood Robinson pit and for the expropriation of 350 Fifth Line East.

- Modest cost recovery has been included for the collection of WEEE and HSW materials based on the 2021 to 2023 average revenue streams. Based on discussions with waste management operations staff no changes to these programs are anticipated in the near term.
- Incorporates a 20% increase in user fees at 5-year intervals with the next increase coming in 2025. We also considered maintaining increases at 10% every five years and reported the impacts on the levy later in this Memo.
- Interest revenue on the reserve fund balance is assumed to be $0, however when the reserve fund becomes negative, and financing is required we have included financing costs based on a 5% interest rate.

The time period covered by the plan spans from 2024 to 2035 and it includes the construction of Cells 1 and 1A (i.e. landfill mining). The next phase of cell development is expected to occur after 2035 and will be incorporated in the future. The approach taken in terms of the principle financial goal for the plan was to ensure there are adequate revenues over the period covered by the plan to achieve a reserve account balance of approximately $0 in 2035. This is the same approach that was implemented in previous iterations (ie. achieve approximately a $0 reserve fund balance at the end of the planning period). To achieve the goal in the previous iteration we required user fee increases of 10% every 5 years together with annual levy increase of 7.45% per year until 2035.

In this current update, which assumes user fee increases of 20% occur every 5 years we will require annual increases in the levy contribution to waste management 8.04% commencing in 2025 to meet the financial objective (i.e. reserve account balance of approximately $0 in 2035 – refer to the adjacent Figure).



Alternatively, if the desire is to maintain a 10% increase in user fees at five year intervals in lieu of a 20% increase as noted above, annual increases in the levy contribution to waste management would have to be 8.65% commencing in 2025 to achieve the same financial objective (i.e. reserve account balance of approximately $0 in 2035 – refer to the adjacent Figure).

As we approach 2030 the timeline of the plan will again be expanded beyond 2035 and this will assist in better understanding how the levy contribution will be impacted over time. The plan should continue to be re-evaluated as elements and costs change.

The Corporation of the
City of Sault Ste. Marie

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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Catherine Taddo, P. Eng.
	Manager of Development and Environmental Engineering
DEPARTMENT:	Public Works and Engineering Services
RE:	Biosolids and Source Separated Organics Facility

Purpose

The purpose of the report is to update Council on the biosolids and source separated organics facility design and provide current cost estimates along with funding model adjustments.

Background

In 2007 Council approved retaining an engineering consultant to develop a Biosolids Management Plan for the City of Sault Ste. Marie to address the long term (20 year) management of biosolids generated at two wastewater treatment facilities. A Municipal Class Environmental Assessment was undertaken to complete this study in accordance with the *Environmental Assessment Act*. The problems and opportunities addressed in the study are as follows:

- Shortage of landfill cover;
- Annual landfilling of 10,000 tonnes of biosolids from two wastewater treatment facilities;
- Biosolids management difficulties due to biosolids' 75% moisture content;
- Opportunity to enhance odour mitigation during transportation and landfilling of the biosolids.

The EA, completed in 2015, recommended constructing an alkaline stabilization or composting facility at the landfill, using the end product as daily cover, and employing modified transport units for odour control. In 2016, a design-bid-build approach with preselection of a technology vendor was approved; however, the project paused to consider the incorporation of source-separated organics.

In 2021, the technology was approved, and Council approved an EA Addendum to integrate source-separated organics (SSO) into the project to align with the City's obligations under the provincial Food and Organic Waste Policy. In 2022, Council endorsed the issuance of the Notice of Addendum, and engineering work has since progressed on the combined Biosolids and SSO Facility.

Analysis

The engineering design has now reached the 60% stage, with updated cost estimates reflecting current market conditions and post-pandemic construction impacts. The estimate included in the 2024 budget was $40.7 million, based on a 2/3 sanitary and 1/3 landfill funding split, which was to be further assessed as the project proceeded. As design progressed, and inflationary pressures were included, the estimates were significantly higher. Substantial work has been ongoing to reduce the capital costs, and equipment costs. Significant efforts were made to reduce these costs, including:

- Eliminating the fabric canopy from bunkers;
- Revising the receiving building design;
- Utilizing City staff for site clearing, excavation, and servicing;
- Reducing the scope of mobile equipment procurement.

The project cost, including equipment and engineering, has been estimated to be within the range of $43 to $56 million. A revised funding model, based on facility footprint, is now recommended and the high end of this estimate will be used for budget purposes. This model allocates 80% of capital costs to biosolids, funded through sanitary revenues, and 20% to SSO, funded through the waste management reserve. This division aligns with the revised Waste Management Business and Implementation Plan also on tonight's agenda.

Financial Implications

The project is estimated to cost approximately $56 million. Of this, $45 million (80%) will be covered by the sanitary sewer fund, and $11 million (20%) will be drawn from the waste management reserve. Final costs will be refined as the design reaches 90% completion and through the tendering process.

With Council approval, the design and drawings of the facility will be advanced to the tender stage at which time staff will return with an update on costs and schedule.

Recommendations for the Biosolids and Source Separated Organics Facility will be included in future Sanitary and Capital budgets with reporting back to Council for approval.

Strategic Plan / Policy Impact / Climate Impact

The report links to the Strategic Plan focus area of infrastructure and supports the City's climate adaptation goals, by contributing to more sustainable waste management practices.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Development and Environmental Engineering dated October 21, 2024 concerning the Biosolids and Source Separated Organics facility be received and that Council approve, in principle, the proposed Biosolids and Source Separated Organics Facility at a current estimated

project cost of $56 million, with further updates to be provided as the detail design is completed.

Respectfully submitted,

Catherine Taddo, P. Eng.
Manager of Development and Environmental Engineering
705.759.5380
c.taddo@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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Dan Perri, Director of Public Works
DEPARTMENT:	Public Works and Engineering Services
RE:	Operations Agreements with the Township of Prince

Purpose
The purpose of this report is to seek Council approval to renew three operations agreements with the Township of Prince.

Background
The Corporation of the City of Sault Ste. Marie and the Corporation of the Township of Prince have entered into the following operations agreements, the latest of which are dated as follows:

- Winter Control Maintenance – October 1, 1997;
- Maintenance of Base Line Road and Town Line Road – October 1, 2004; and
- Waste Management – April 4, 2011.

Analysis
In collaboration with the Township of Prince, staff have updated the operations agreements. Legal and Public Works have reviewed the updated agreements and are recommending their approval.

Financial Implications
All fees laid out in the agreements are in line with the User Fee By-law or are sufficient to cover all actual costs including overhead incurred by the City related to the operations responsibilities.

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:

The relevant By-laws 2024-152, 2024-153, and 2024-154 are listed under item 12 of the Agenda and will be read with all By-laws under that item.

Respectfully submitted,

Dan Perri, P.Eng.
Director of Public Works
705.759.5206
d.perri@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Peter Johnson, Fire Chief
DEPARTMENT:	Fire Services
RE:	Amendment to the Establishing and Regulating By-Law for Fire Services

---

Purpose

The purpose of this report is to amend the City's Establishing and Regulating By-Law for Fire Services.

Background

On November 20, 2020 Council approved By-law 2020-211 which provided for the level of fire protection services in Sault Ste. Marie. It is important that the Establishment and Regulating By-law is kept current by reviewing and updating it as necessary.

Analysis

After a recent review, it was found that Section 14 Recovery of Costs – Additional Expenses requires updating. Currently, when it is necessary for Fire Services to incur additional expenses at a fire or emergency incident, Fire Services may charge the owner of a property the full cost to provide an additional service. An additional service may be required to suppress or extinguish a fire, to preserve property, to prevent a fire from spreading, to investigate a fire, or to generally "make safe" an incident or property. Additional services may include:

- Retaining a private contractor to pull down or demolish any building or structure;
- Renting special equipment not normally carried on a fire apparatus; and
- Boarding up or barricading of buildings to guard against fire or other risk

The current Establishing and Regulating By-law is not specific in how the Corporation shall go about recovering these additional costs.

The amended Establishing and Regulating By-law found elsewhere on this agenda now includes a process for invoicing the owner, the length of time an owner has to pay the invoice, how the invoice can be delivered, and when the invoice is deemed to be delivered. Additionally, it provides for the ability for the City to add the amount payable to the tax roll should it go unpaid.

The amended Establishing and Regulating By-law now also refers to the City's User Fee By-law, where a cost recovery fee for "Amount invoiced to the City by a third party" has been added for 2025.

In addition to amendments to the Cost Recovery section, Appendix B (Organization Chart) and Appendix D (List of Fire Services By-laws) were updated to reflect the current organization and new Fire Service By-laws.

Financial Implications
The new language will afford further opportunities to pursue cost recovery for additional services provided at a fire scene or emergency incident.

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:

The relevant By-law 2024-148 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Peter Johnson
Fire Chief
705.949.3333
p.johnson@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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Peter Johnson, Fire Chief
DEPARTMENT:	Fire Services
RE:	Fire Apparatus Procurement

Purpose
The purpose of this report is to provide Council with information before 2025 – 2026 budget deliberations related to fire apparatus.

Background
During the 2024 budget process, a request to procure and purchase a fire pumper was approved. The Fire Chief's budget presentation contained an overview of future requirements for fire apparatus. Two additional fire pumpers were highlighted for 2025 at $1.75 million and 2026 at $1.85 million.

Analysis
Fire Service staff, in conjunction with City Purchasing staff, have initiated the procurement process for the 2024 approved pumper. It has been determined that there will be savings if three pumpers are procured at the same time. Specifically, the pricing would be reflected as the current year's pricing, as opposed to purchasing these apparatuses separately each year.

The industry has seen quarterly incremental increases (based on market prices) for emergency vehicles. These increases would be avoided. The procurement and purchase of these apparatus will funnel through the LAS/Canoe process. When the 2023 approved aerial utilized this process, a 6.92 percent discount was applied. A similar discount is expected for these three pumpers.

Further benefits of procuring three identical units are: the same parts for all units, identical tooling for mechanical staff, familiarity for operations staff and mechanical staff when conducting maintenance and repairs, and an expedited procurement process for both fire and purchasing staff.

The procurement and build time of these units is estimated at 1.5 years. Therefore, the delivery and subsequent invoices will not be seen until 2026. At that time, all three apparatus (including the 2024 approved pumper) will arrive together.

This is the most efficient process to provide optimum cost savings for the capital and operating budgets.

Financial Implications
Approval of this strategy allows for staff to capitalize on favourable pricing as these units have been increasing significantly year over year.

Should Council approve the strategy outlined in this report, staff will include one pumper in the 2025 capital budget and an additional pumper in the 2026 budget, respectively, with an impact of approximately $90,000 on the tax levy in the form of debt repayment in 2025 and 2026.

Strategic Plan / Policy Impact / Climate Impact
Service Delivery – Customer Service: Fire Services focuses on the community of Sault Ste. Marie with a goal to provide exceptional service to the community during an emergency. Having current and up-to-date apparatus will facilitate responses.

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

Resolved that the report of the Fire Chief dated October 21, 2024 concerning Fire Apparatus Procurement received and that one pumper be included in the 2025 capital budget and one pumper be included in the 2026 capital budget funded from internal debt with debt servicing of $90,000 added to each of the 2025 and 2026 budget.

Respectfully submitted,

Peter Johnson
Fire Chief
705.949.3333
p.johnson@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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Naomi Thibault, Deputy Fire Chief – Prevention, Education and Emergency Management
DEPARTMENT:	Fire Services
RE:	Open-Air Burning By-law

Purpose

The purpose of this report is to obtain Council approval of a by-law governing open-air burning within the City of Sault Ste. Marie.

Background

For several years, open-air burning has been regulated in Sault Ste. Marie under O. Reg. 213/07 Fire Code, specifically Clause 2.4.4.4(1) *Open-air burning shall not take place unless it has been approved by the Chief Fire Official.* Currently, the process for approval involves an applicant obtaining a permit by applying to Sault Ste. Marie Fire Services (SSMFS) and agreeing to follow nine burning guidelines. SSMFS has found that there are gaps in the current system, including:

- An 11p.m. end time with no specified start time;
- An unclear definition of open-air burning;
- An unclear description of what open-air burning shall be contained within;.
- No specified clearance that open-air burning shall be to all structures; and
- No potential for cost-recovery with respect to responding to, controlling or extinguishing an open-air fire that is unapproved.

Analysis

The *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, as amended, provides that council of a municipality may pass By-laws regulating the setting of open-air fires, including establishing the times during which open-air fires may be set. Most municipalities that allow open-air burning have an associated By-law that governs the burning.

The proposed By-law can be found elsewhere on this agenda and includes the following new components:

- A definition of open-air burning;
- A list of exemptions that are not considered open-air burning to which the By-law does not apply;

- A clear set of conditions and safety provisions for all open-air burning, including:
  - Containment requirements;
  - A burning timeframe of 7a.m. to 11p.m. that coincides with the Noise By-law;
  - A clearance of 5m to all buildings, structures, decks, property lines, trees, hedges, fences, roadways, overhead wires or other combustible articles;
  - A volume of clean, dry firewood no more than 0.5 cubic metres; and
  - No burning where it may cause a risk to human health.
- Cost recovery actions for any and all costs and expenses with respect to responding to, controlling or extinguishing an open-air fire that is caused by a contravention of the By-law.

The By-law includes a provision that SSMFS reserves the ability to perform a site inspection prior to approving a permit; however, a site inspection by a Fire Prevention Officer (FPO) will no longer be a mandatory step in the process. This is due to past data that shows that very few permits are denied during a site inspection and is consistent with the practices of most other Northern Ontario municipalities. It is expected that approximately 250 hours will be added back to FPO time annually which will be used to conduct routine inspections at higher risk occupancies.

Applications for open-air burn permits will continue to be available online and by calling SSMFS during business hours. Additionally, all approved open-air burning permits issued prior to the enactment of this By-law shall continue to be valid until the expiration date of the permit or the permit being revoked.

Financial Implications
A person may only conduct open-air burning if the person has been issued an open-air burn permit. An applicant will be required to pay the open-air burning permit fee as set out in the applicable User Fees and Charges By-law. Open-air burning permits typically bring in approximately $70,000-$80,000 of revenue annually.

The new cost recovery language will afford further opportunities to pursue cost recovery for truck responses to valid open-air burning complaints.

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:

The relevant By-law 2024-147 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Naomi Thibault
Deputy Fire Chief – Fire
Prevention, Education and
Emergency Management
705.949.3333 x 2233
n.thibault@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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Naomi Thibault, Deputy Fire Chief – Prevention, Education and Emergency Management
DEPARTMENT:	Fire Services
RE:	Review of Fire Prevention User Fees and Service Charges

Purpose
The purpose of this report is to provide Council with an update on Fire Prevention operations and changes to user fee and service charges.

Background
Many Sault Ste. Marie Fire Services (SSMFS) user fees and service charges, particularly in the Fire Prevention division, have remained static for over a decade. As part of the 2025 budget process, a comprehensive review of these fees has been conducted to:

Ensure that the fees charged accurately reflect the time required by SSMFS to provide the services;

Explore additional revenue opportunities that align with the other Northern Ontario fire departments; and

Explore terminating services and their associated fees that fail to make the best use of resources.

Analysis
Proposed Changes to Current Inspection Charges
In addition to the hundreds of no-charge complaint and routine fire inspections that Fire Prevention Officers (FPOs) conduct annually, FPOs also regularly conduct paid request fire safety inspections within the municipality for the following purposes:

- Real estate transactions;
- Day care licensing ;
- Group home licensing;
- Short-term rentals;

Number of Initial Fire Inspections by Year

	Paid Initial Inspections	No-Charge Initial Inspections
2022	33	435
2023	63	385

A flat rate of $132.74 is charged for each of the above paid initial inspections, regardless of the amount of time it takes the FPOs to complete them. Some inspections require a significantly longer amount of FPO time to complete (e.g. a 6-storey apartment building) compared to others (e.g. a duplex). Therefore, the current flat rate fee does not accurately reflect the time it takes an FPO to provide the service. When compared to other Northern Ontario municipalities, SSMFS is significantly undercharging for these services.

To better ensure our service fees accurately reflect the size of the building and the FPO time required to complete the inspection, an additional cost per storey will be proposed for 2025 for residential inspections over 5 units as well as a fee for all other occupancy types greater than 3,000 square feet.

Service Offered	**Current 2024 Fees Per City ($)**					**Proposed Fees 2025 ($)**
	SSM	**Sudbury**	**North Bay**	**Thunder Bay**	**Timmins (proposed)**	**SSM**
Request Inspections (Including Letter of Compliance)						
AGCO Liquor Licence Compliance	No charge	245.00	154.00	135.00/hr	120.00	137.17
Day care (Private Home)	132.74	95.00	77.00	135.00/hr	120.00	137.17
Day Care (Other than Private Home)	132.74	230.00	231.00	135.00/hr	120.00	137.17
Boarding, Rooming or Lodging House	132.74	370.00	154.00	135.00/hr	120.00	137.17
Group Home / Foster Home	132.74	<10=370.00 >10=800.00	<4=77.00 >4=231.00	135.00/hr	N/C	137.17
Residential Building – Up to 4 Dwelling Units	132.74	95.00-800.00	154.00 (up to 3 dwelling units)	135.00/hr	120.00	137.17
Residential Building – 5 or more	132.74	800.00-2300.00	231.00+50.00/ storey	135.00/hr	120.00+ 50.00/storey	137.17+50 per storey

dwelling units						
Industrial, Mercantile, Office Space, Assembly - less than 3000sq ft	132.74	327.43-1194.69	77.00-154.00 (1000-3000 sq feet)	135.00/hr	120.00	137.17
Industrial, Mercantile, Office Space, Assembly - 3000 sq ft to 4999 sq ft	132.74	327.43-1194.69	231.00	135.00/hr	120.00	212.39
Industrial, Mercantile, Office Space, Assembly - greater than 5000 sq ft	132.74	327.43-1194.69	231.00	135.00/hr	200.00	287.61
Short Term Rental (Licensing Purposes)	132.74	N/A	N/A	N/A	N/A	137.17

Proposed New User Fees and Service Charges

1. Re-Inspection Fee (Paid, Complaint and Routine Inspections)

After an initial inspection is completed by an FPO, if there are violations of the Ontario Fire Code, an Inspection Order is completed and provided to the property owner. The inspection order details the violations and the actions the owner must take to remedy the violations. A date for re-inspection is provided to the owner (typically 15-30 days).

In Sault Ste. Marie, there is no charge for an initial re-inspection, which is in line with most other northern municipalities; however, all other major northern municipalities except Sault Ste. Marie charge for subsequent re-inspections.

There are occasions where an FPO may have to return several times to confirm compliance. While it is understood that sometimes there are issues outside of an owner's control, most owners who fail to meet a compliance date do not provide valid reasoning.

Number of All Re-Inspections by Year

	First Re-Inspection	Subsequent Re-Inspections	Total Re-Inspections
2022	91	336	427
2023	101	228	329

The introduction of a subsequent re-inspection fee would encourage owners to meet compliance by the initial deadline and in turn cut down on the amount of time FPOs spend conducting re-check inspections on the same properties. Therefore, a subsequent re-inspection fee will be proposed for 2025.

Fee Description	Current 2024 Fees Per City ($)					Proposed Fees 2025 ($)
	SSM	**Sudbury**	**North Bay**	**Thunder Bay**	**Timmins (proposed)**	**SSM**
Re-Inspections (Paid and Routine)						
First Re-Inspection	No Charge	No Charge	77.00 per hour	268.00-Complaint Inspections N/C – all others	No Charge	No Charge
Subsequent Re-Inspections	No Charge	95.00	77.00 per hour	268.00	85.00	$100.00

2. Propane Facility RSMP Review Fees

Ontario Regulation 211/01: Propane Storage and Handling requires certain propane facilities in Ontario to have Risk and Safety Management Plans (RSMPs) to ensure public safety.

Both Level 1 and Level 2 RSMPs must be submitted to the local Fire Department for review. These reviews can take departments a significant period of time to review, provide comments and approve. On occasion, SSMFS receives both Level 1 and 2 plans for review but has historically not charged for this service, compared to other Northern Ontario municipalities. To better account for this service provided, the addition of fees for RSMP reviews will be proposed for 2025 as per the table below.

Fee Description	Current 2024 Fees Per City ($)					Proposed Fees ($)
	SSM	**Sudbury**	**North Bay**	**Thunder Bay**	**Timmins (proposed)**	**SSM**
Propane Facility RSMP Reviews						
Level 1 Facility </= 5k water gallons – All RSMPs	No Charge	400.00	308.00	215.00	200.00	$274.34

Level 2 Facility >5k water gallons – Initial Review	No Charge	4040.00	1020.00	536.00	400.00	$646.02
Level 2 Facility >5k water gallons – Renewal	No Charge	2030.00	308.00	536.00	400.00	$398.23

3. Fee for Open-Air Burning (OAB) Violations

OAB is permitted only when an owner is issued a permit from SSMFS. In addition to attaining a permit, owners must follow all guidelines specified on the permit. When an OAB complaint is received, SSMFS crews respond to investigate the complaint. When a complaint is valid, the owner will receive an automatic 90-day OAB suspension.

OAB Violations by Year (Truck Response)

Year	Number of OAB Violations
2019	46
2020	64
2021	63
2022	48
2023	62

Currently, there is no fee in place in Sault Ste. Marie for a response to a valid OAB complaint, compared to other Northern Ontario municipalities. An OAB violation fee would deter owners from repeatedly violating the guidelines and is proposed on the below table. An owner would not be subject to the OAB violation fee:

- If its an owner/tenant's first OAB offence;
- There are no extraordinary costs or expenses related to the OAB; and
- The individual respectfully extinguishes their fire when requested by SSMFS.

Fee Description	Current 2024 Fees Per City ($)					Proposed Fees 2025 ($)
	SSM	Sudbury	North Bay	Thunder Bay	Timmins (proposed)	SSM
OAB Violations						
OAB Violation – Unapproved burning – Truck Response	No Charge	Current MTO Rate	Current MTO Rate plus 25% admin fee	Current MTO rate	475.00 + 110.00 victim fine surcharge	Current MTO rate

Proposed Services to Terminate

1. New OAB Permit Inspections

Currently, a site inspection by an FPO is required for all new OAB permits. FPOs perform hundreds of these site inspections annually.

New OAB Permit Inspections by Year

	Approved OAB Inspections	Denied OAB Inspections
2019	446	14
2020	916	10
2021	706	11
2022	475	5
2023	382	8

As indicated on the table above, very few new OAB permits are denied. It is the opinion of SSMFS that conducting these inspections are not the best use of FPO time, which could be much better spent conducting routine fire inspections at higher risk occupancies. It is expected that approximately 250 hours will be added back to FPO time annually should site inspections for new OAB permits no longer be required.

A draft Open-Air Burning By-law can be found elsewhere on this agenda. Within this By-law, there are more specific burning requirements provided. These requirements (including proposed distances of fire pits from structures, approved devices to burn in, etc.) will make OAB rules and requirements even more clear.

Additionally, in the north, the only other major municipality that continues to perform site inspections for recreational OAB is Thunder Bay. Greater Sudbury, Timmins and North Bay do not require a site inspection for recreational OAB.

For these reasons, SSMFS will be proposing the removal of a site inspection from the OAB permit process and offering only a 4 year or 1 year OAB permit for 2025.

Fee Description	Current 2024 Fees Per City ($)					Proposed Fees 2025 ($)
	SSM	Sudbury	North Bay	Thunder Bay	Timmins (proposed)	SSM
Permits						
Open-Air Burning – New Permit (Inspection + 3 year)	79.00					Remove
Open-Air Burning – 4 year	63.00	No charge	N/A	N/A	75.00 (3 yr)	64.00
Open-Air Burning – 1 year	31.00	No charge	27.00	40.00	25.00	32.00

Financial Implications
The proposed new fees and removal of others will be reflected within the City's User Fee by-law presented to Council in November. Financial impacts to the SSMFS budget are expected to be minimal with the updates, addition and removal of certain user fees and service charges described in this report. As a result, there will be no levy impact for 2025 and staff will reassess the impact for 2026.

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 Deputy Fire Chief – Fire Prevention, Education and Emergency Management dated October 21, 2024 concerning the Review of Fire Prevention User Fees and Service Charges be received as information.

Respectfully submitted,

Naomi Thibault
Deputy Fire Chief – Fire
Prevention, Education and
Emergency Management
705.949.3333 x 2233
n.thibault@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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jenna Ricard, Solicitor/Prosecutor and Francois Couture, Manager of Building and By-law
DEPARTMENT:	Legal Department
RE:	Update on Vacant Building Enforcement

Purpose

The purpose of this report is to update Council regarding vacant properties and Provincial Offences Court prosecution outcomes.

Background

As per the recommendations of the Property Standard Task Force, staff recommended that Council pass amendments to the City's Property Standards By-law on June 14, 2021. Following the passing of the recommended amendments and given vacant properties in the City remains a concern of Council, Council then passed two resolutions on July 11, 2022 for updates on progress made and activities surrounding the vacancy amendments.

On September 19, 2022, Legal provided a report to Council to provide an update regarding the successes from the amendments made to the City's Property Standards By-law passed in June of 2021.

Further, to enhance enforcement of vacant properties and prosecution of the individuals and corporations who own these vacant properties in the city of Sault Ste. Marie, the Vacant Building By-law 2023-110 was passed by Council on June 19, 2023.

Analysis

The Vacant Property spreadsheet created by staff in Legal and the Building Division is attached to this Report. This spreadsheet was updated as of September 25, 2024.

This spreadsheet outlines the 73 completed Provincial Offences Court matters. Each of these matters involved a charge issued to the registered property owner under the *Building Code Act* for Failing to Comply with an Order to Remedy by not abiding by the requirements for a vacant property. The spreadsheet lists the property address, the name of the corporation or whether the registered owner was an individual, and the court outcome. For privacy concerns, any registered owner that is an individual has had their name removed from the spreadsheet.

Some significant fines imposed are as follows:

- $50,000.00 fine issued against corporation 13756327 Canada Inc. for 267 Huron Street;
- $10,000.00 fine issued against corporation 13756327 Canada Inc. for 365 North Street; and,
- $5,000.00 fine issued against corporation 2851945 Ontario Inc. for 87 Wellington Street West.

The City will invoke any means necessary to collect these fines and other fines by registering unpaid fines against locally owned property and other available legal collection means.

There are several completed matters listed in the Vacant Property Spreadsheet where the registered owner plead to the charge and received a monetary fine under $1,000. In these cases, the property was no longer vacant with the property now being tenanted and therefore prosecutorial discretion was applied that ensures deterrence. The deterrence being that the registered owners of these properties understand there will be consequences for not abiding by the requirements of vacant properties. A vacant property being occupied aligns with a strategic focus of all levels of government to address the housing crisis.

The 73 completed matters listed in this spreadsheet involved an Order to Remedy pursuant to Section 15.2 of the *Building Code Act* for being in violation of the vacant property requirements outlined in Section 7 the Property Standards By-law 2012-9.

The Vacant Property Spreadsheet also lists the 50 active *Building Code Act* charges currently in Provincial Offences Court updated as of September 25, 2024. For active charges, the spreadsheet lists the property address, the name of the corporation or whether the registered owner is an individual, and the next court date in Provincial Offences Court.

City Council equipped by-law enforcement officers and the Solicitor/Prosecutor with strong tools to assist in combatting the problem of vacant properties in the city of Sault Ste. Marie. The convictions and fines outlined in the completed matters of this Vacant Property Spreadsheet indicate this.

The Building Division and the Solicitor/Prosecutor will continue to focus on enforcement and the prosecution against owners of vacant properties in our community. Fines will continue to be imposed when a conviction or a guilty plea to the charge is registered in Provincial Offences Court to serve the principle of deterrence.

It is the intention to have the By-law Enforcement Officers begin to issue Orders under the vacant property requirements outlined in the Vacant Building By-law 2023-110 to further address concerns, such as public's well-being, caused locally by unoccupied dwellings.

Financial Implications

There are no financial implications to the City with respect to this report.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Solicitor/Prosecutor and the Manager of Building and By-law dated October 21, 2024 concerning Update on Vacant Building Enforcement be received as information.

Respectfully submitted,

Jenna Ricard
Solicitor/Prosecutor
705.541-7397
j.ricard@cityssm.on.ca

and

Francois Couture
Manager of Building & By-law
705.541.7335
f.couture@cityssm.on.ca

Appendix A - Completed Matters

Property Address	Corporation/Individual	Final Outcome of Charge
60 London Street	Individual	Convicted - $400 fine for each Defendant
29 Algoma Avenue	12951274 Canada Inc.	Convicted - $800 fine
102-104 Albert St. E	12951274 Canada Inc.	Convicted - $1000 fine
87 Wellington St. W	2851945 Ontario Inc.	Convicted - $3000 fine
251-253 Wellington St. E	Happy Gilmore Inc.	Plead to Charge - $700 fine
105 Albert St. E	13380696 Canada Inc.	Plead to Charge - $1000 fine
271 Brown St.	Happy Gilmore Inc.	Plead to Charge - $300 fine
37 Algoma Ave	13220508 Canada Inc.	Convicted - $2000 fine
21 Cathcart St.	12631521 Canada Inc.	Convicted - $1000 fine
108 Albert St. E	DSPLN Inc.	Convicted - $2000 fine
30 Melville Rd.	DSPLN Inc.	Convicted - $2000 fine
53 Wayne Court	DSPLN Inc.	Convicted - $2000 fine
4 Landsdowne Ave.	12961407 Canada Inc.	Plead to Charge - $1000 fine
267 Huron St.	13756327 Canada Inc.	Convicted - $50,000 fine
270 Albert St. E	B4R Property Group - SSM Inc.	Plead to Charge - $400 fine
168 Central Park Ave	Interlude Inc.	Plead to Charge - $200 fine
386 Borden Ave	Happy Gilmore Inc.	Plead to Charge - $200 fine
15 St. Georges Ave. W	Interlude Inc.	Plead to Charge - $700 fine
152 Pilgrim St.	13102793 Canada Inc.	Plead to Charge - $400 fine
632 Albert St. W	12972573 Canada Inc.	Plead to Charge - $700 fine
372 Wellington St. E	12864843 Canada Inc.	Plead to Charge - $200 fine
6 Ferris Ave.	14034686 Canada Inc.	Plead to Charge - $400 fine
123 Goulais Ave.	Multiville Inc.	Plead to Charge - $1000 fine
538 Northland Road	DSPLN Inc.	Plead to Charge - $900 fine
488 Morin Street	DSPLN Inc.	Plead to Charge - $300 fine
299 Goulais Avenue	Multiville Inc.	Plead to Charge - $300 fine
655 Wallace Terrace	14034686 Canada Inc.	Plead to Charge - $400 fine
16 Manilla Terrace	Individual	Convicted - $900 fine
51 Pardee Ave	DSPLN Inc.	Plead to Charge - $200 fine
359 Farwell Terr	BALBOA Inc.	Plead to Charge - $150 fine
116 Railroad Ave	Happy Gilmore Inc.	Plead to Charge - $150 fine
78 Birch St	Happy Gilmore Inc.	Plead to Charge - $200 fine

21 Cathcart St	12631521 Canada Inc.	Convicted - $1000 fine
37 Algoma Ave	13220508 Canada Inc.	Plead to Charge - $350 fine
127 Pardee Ave	Multiville Inc.	Plead to Charge - $350 fine
18 Stevens St	Happy Gilmore Inc.	Plead to Charge - $200 fine
365 North St	13756327 Canada Inc.	Convicted - $10,000 fine
79 Kitchener Rd	The Pink Flamingo Inc.	Plead to Charge - $350 fine
150 Henrietta Ave	Happy Gilmore Inc.	Plead to Charge - $850 fine
561 John St	The Pink Flamingo Inc.	Plead to Charge - $350 fine
397 Northland Rd	Happy Gilmore Inc.	Plead to Charge - $850 fine
165 John St	13220494 Canada Inc.	Convicted - $2000 fine
365 Bruce St	Happy Gilmore Inc.	Plead to Charge - $1000 fine
201 John St	Individual	Convicted - $1000 fine
1243 Wellington St E	Individual	Convicted - $800 fine
165 Albert St W	13212386 Canada Inc.	Convicted - $1,500 fine
637 Queen St W	Multiville Inc.	Plead to Charge - $600 fine
144 Albert St W	12973057 Canada Inc.	Convicted - $2000 fine
271 Brown St.	Happy Gilmore Inc.	Plead to Charge - $700 fine
294 Sixth Ave	13380696 Canada Inc.	Plead to Charge - $500 fine
151 McFadden Ave	Individual	Convicted - $700 fine
257 Glengary Cres	Individual	Convicted - $450 fine for each Defendant
606 Queen St W	10241334 Canada Inc.	Convicted - $2000 fine
52 Edinburgh St	Happy Gilmore Inc.	Convicted - $2000 fine
53 Wayne Court	DSPLN Inc.	Plead to Charge - $200 fine
82 Albert St E	Individual	Convicted - $1000 fine
108 Albert St. E	DSPLN Inc.	Plead to Charge - $900 fine
120 Wellington St W	5053587 Ontario Inc.	Convicted - $1,500 fine
271 Brown St	Happy Gilmore Inc.	Plead to Charge - $700 fine
22 Ferris Ave	Individual	Convicted - $5000 fine
215 Albert St E	12864843 Canada Inc.	Plead to Charge - $200 fine
158 Trelawne Ave	12864843 Canada Inc	Plead to Charge - $200 fine
165 Albert St W	13212386 Canada Inc.	Convicted - $1,500 fine
131 Grosvenor Ave.	Individual	Convicted - $1,200 fine
168 Central Park Ave	Interlude Inc.	Plead to Charge - $4000 fine
904 Wellington Street E	Multiville Inc.	Plead to Charge - $800 fine
226 Albert Street W	Happy Gilmore Inc.	Plead to Charge - $200 fine

151 McFadden Ave	Individual	Convicted - $500 fine
519 Albert Street W	Interlude Inc.	Plead to Charge - $2000 fine
87 Wellington St. W	2851945 Ontario Inc.	Convicted - $5000 fine
22 Ferris Ave	Individual	Convicted - $900 fine
1243 Wellington St E	Individual	Convicted - $600 fine
42 Wellington Street W	12631521 Canada Inc.	Convicted - $700 fine

Appendix B - Active Charges

Property Address	Corporation/Individual	Next Court Date
936 Wellington St. E	13831795 Canada Inc.	13-Nov-24 Set Date
312 Pim Street	13380696 Canada Inc.	13-Nov-24 Set Date
908 Wellington St. E	13622614 Canada Inc.	13-Nov-24 Set Date
519 Albert Street E	Interlude Inc.	09-Oct-24 Set Date
682 Wellington Street W	The Pink Flamingo Inc.	09-Oct-24 Set Date
127 Albert Street E	12864843 Canada Inc.	13-Nov-24 Set Date
270 Albert Street E	B4R Property Group - SSM Inc.	09-Oct-24 Set Date
35 Edinburgh Street	14034686 Canada Inc.	22-Oct-24 Trial
238 Albert Street W	2265925 Ontario Inc.	02-Oct-24 Set Date
368 Cathcart Street	Individual	05-Nov-24 Trial
79 Kitchener Road	The Pink Flamingo Inc.	01-Oct-24 Trial
299 Goulais Avenue	Multiville Inc.	01-Oct-24 Trial
271 Brown Street	Happy Gilmore Inc.	02-Oct-24 Set Date
359 Pim Street	13964973 Canada Inc.	02-Oct-24 Set Date
353 Alexandra St	1000593693 Ontario Inc.	09-Oct-24 Set Date
637 Queen Street W	Multiville Inc.	02-Oct-24 Set Date
332 Albert Street W	9207945 Canada Inc.	22-Oct-24 Trial
126 Tancred Street	DSPLN Inc.	02-Oct-24 Set Date
163 Wellington Street E	Interlude Inc.	02-Oct-24 Set Date
267 Huron Street	13756327 Canada Inc.	22-Oct-24 Trial
168 Central Park Ave.	Interlude Inc.	06-Nov-24 Set Date
634 Portage Lane	Interlude Inc.	06-Nov-24 Set Date
196 James Street	Individual	05-Nov-24 Trial
166 Tancred Street	Interlude Inc.	06-Nov-24 Set Date
215 Albert Street E	12864843 Canada Inc.	06-Nov-24 Set Date
286 John Street	Bridgmount Development & Construction Ltd.	05-Nov-24 Trial
1314 Wellington Street E	Interlude Inc.	06-Nov-24 Set Date
144 Albert Street W	12973057 Canada Inc.	06-Nov-24 Set Date
165 John Street	13220493 Canada Inc.	04-Dec-24 Set Date
369-371 Wellington Street E	1000345782 Ontario Inc.	02-Oct-24 First Appearance
108 Albert Street E	DSPLN Inc.	02-Oct-24 First Appearance
131 Grosvenor Ave.	Individual	09-Oct-24 First Appearance

124 Grosvenor Ave.	13831795 Canada Inc.	02-Oct-24 First Appearance
140 Glasgow Ave.	Individual	06-Nov-24 First Appearance
543 North Street	Individual	06-Nov-24 First Appearance
651 Queen Street W	12973057 Canada Inc.	09-Oct-24 First Appearance
317 Wellington Street E	Individual	09-Oct-24 First Appearance
29 Alberta Ave.	DSPLN Inc.	04-Dec-24 First Appearance
68 St. George's Ave. E	Happy Gilmore Inc.	04-Dec-24 First Appearance
48 Churchill Ave.	Happy Gilmore Inc.	06-Nov-24 First Appearance
147 Glasgow Avenue	Happy Gilmore Inc.	13-Nov-24 First Appearance
30 Grosvenor Avenue	Happy Gilmore Inc.	06-Nov-24 First Appearance
122 Trelawne Avenue	14175883 Canada Inc.	04-Dec-24 First Appearance
763 Wellington Street E.	2851945 Ontario Inc.	04-Dec-24 First Appearance
108 Albert Street E	DSPLN Inc.	04-Dec-24 First Appearance
180 Glasgow Avenue	Interlude Inc.	13-Nov-24 First Appearance
157 Bloor Street West	Interlude Inc.	11-Dec-24 First Appearance
181 Biggings Avenue.	2391437 Ontario Ltd.	04-Dec-24 First Appearance
135 Trelawne Aveune	Individual	04-Dec-24 First Appearance
21 Cathcart Street	12631521 Canada Inc.	11-Dec-24 First Appearance

The Corporation of the
City of Sault Ste. Marie

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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	General Insurance Services – Contract Extension

Purpose
This report is to seek Council approval to extend the General Insurance Services Renewal Agreement between the City and Intact Public Entities Inc. for an additional year.

Background
In February 2021, following a Request for Proposals, the City entered into a contract with Frank Cowan Company Ltd. (the "Contract") to provide General Insurance Services and act as broker (collectively "Managing General Agent") to market and place the municipal insurance program for the City. In April 2021, the Managing General Agent rebranded the company and is now known as Intact Public Entities Inc, ("IPE") providing risk and claims management services to municipal, public administration, and community service organizations across Canada.

The contract has a three-year term that expired February 28, 2024. The City reserved the right to extend the agreement on a yearly basis upon mutual agreement of the parties hereto and on completion of the term of the agreement.

On October 10, 2023, Council passed By-law 2023-165 which authorized a one-year extension to the General Insurance Services Agreement between The Corporation of the City of Sault Ste. Marie and IPE.

IPE requested a meeting with City Legal Staff to discuss the 2025 Renewal. IPE advised that given the ongoing relationship with the City, the various industry affecting factors and the City's excellent loss ratios, IPE is prepared to guarantee that the City's premium for 2025 will be a maximum of 5% over the City's current 2024 premium if we were to extend the Term for a further year. Further, all deductibles, coverages and exclusions will also remain the same.

Analysis

Legal states that IPE's offer of a guaranteed maximum premium of 5% for 2025-2026 is rare to receive, and a testament to both the City's excellent loss ratios and the long-term relationship. The following summary sets out the actual percentage the City's insurance premium has increased over the previous year's insurance premium:

2024-2025	7.11% increase
2023-2024	12.1% increase
2022-2023	13.6% increase
2021-2022	20.0% increase
2020-2021	35.7% increase

Staff is recommending the one-year extension as opposed to going to RFP at this time, given the low guaranteed maximum rate and the difficult insurance market. Insurance costs/prices typically increase across all lines of coverage. Catastrophic and economic events throughout the world can have an effect on pricing, capacity in the market, and profitability. Many of these events, such as inflation; supply chain issues; severe weather events; or wildfires cause significant losses, are not within municipal control but affect an insurers' book of business.

IPE has met its commitment to provide the City with a good insurance program for the period of this agreement and they are committed to providing the City the same service and coverage in the future. They also provide value added services that allow the City to gain the most from our insurance program.

Insurance providers prefer working with municipalities who intend to build long-term relationships and are committed to enhancing their risk management program. Maintaining relationships with insurers is beneficial to the City as they are familiar with the City's risk profile and can better provide assistance with mitigating risk. It also provides smooth continuity of service without having to transition to another provider where there is risk of gaps in insurance coverage and service interruptions.

Municipal insurance is considered to be a high-risk class of business for many carriers as municipalities are considered uniquely challenging to insure due to their complexity and size. Municipalities provide a wide range of services, have sizable property schedules and operate unique vehicles which require different rate filings. Municipalities that are responsible for transit and police services are considered in an upper tier as these responsibilities broaden the risk profile of the municipality. The municipal insurance market is limited, making insurance procurement challenging. Underwriters have become more stringent and are asking for more detailed information and asking far more questions during the RFP process, with the result of receiving fewer proposals.

Finance also supports a further one-year extension, with an RFP to follow next fall for the 2026 renewal for the same reasons as set out herein. Purchasing has noted

that most municipalities enter into at least a five-year agreement with possible extensions for insurance services and therefore also supports the extension requested.

Financial Implications
If the recommendation is accepted, the cost for the policy period of February 28, 2025 to February 28, 2026 will be 5% over the City's current 2024 premium. IPE shall provide coverage terms and the formal Renewal Proposal in January 2025 as in past years. Finance has confirmed that the 2025 Preliminary Budget will reflect the renewal cost as set out herein.

Strategic Plan / Policy Impact / Climate Impact
This is an operational issue and not part of the strategic plan.

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

The relevant By-law 2024-156 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
705.759.5403
m.borowiczsibenik@cityssm.on.ca

OFFICE OF THE MAYOR

CORPORATION OF THE
CITY OF SAULT STE. MARIE

The Honourable Sylvia Jones
Deputy Premier and Minister of Health

Dear Minister Jones:

On behalf of the City of Sault Ste. Marie, I express my full support the proposal submitted by Annette Katajamaki, CEO of The Canadian Mental Health Association of Algoma, and Contributing Partners for a HART (Homelessness, Addictions Recovery & Treatment) Hub in Sault Ste. Marie. The funding application was unanimously endorsed by City Council at its meeting on October 1, 2024.

With rates of homelessness, complex mental health and substance use disorders on the rise in our communities, along with increased demand for services at our existing Community Resource Center, we recognize the vital importance of co-located services and the acute need for an expanded facility in Sault Ste. Marie. Importantly, working with individuals, families, and Indigenous communities every day, the team that submitted our proposal understands that low barrier connections to services and critical support networks are foundational to the success of mental health and addictions treatment, life stabilization and after care programming that ensures vulnerable individuals can attain housing to achieve/maintain wellbeing and recovery.

This proposal thoroughly demonstrates the need for such a facility, provides a comprehensive description of operations, outlines how it will positively affect the community, and emphasizes why our longstanding collaborative approach to health and wellbeing in our community makes Sault Ste. Marie an Ideal candidate for this funding opportunity.

The availability of the current Community Resource Centre, and its interconnected partnerships, presents a meaningful and imperative opportunity to further harness and expand services that are already proving to be effective in addressing an acute and critical need in the Sault Ste. Marie District. An investment in a local centre makes sense from a social, cultural, fiscally responsible and prudent standpoint, and, for the long-term betterment of our community. I request approval of the proposal, and wholeheartedly lend the City's support for the project.

As the most recent data from Algoma Public Health indicates, our community has higher than provincial average rates of opioid-related emergency department visits, opioid-related hospitalizations and opioid-related deaths. Myself or my predecessor have written to your government about support for the mental health and addictions crisis on 11 instances (*March 11, 2019, May 8, 2019, May 22, 2019, September 9, 2020, August 18, 2021, July 14, 2022, July 18, 2022, December 20, 2022, November 30, 2023* and *February 24, 2024*). Further to the City's frequent correspondence, our delegation at the 2024 AMO Conference appreciated the opportunity to meet with you about mental health and addictions treatment, and the HART Hub application process. As I mentioned to you at AMO, if this concept is your government's approach to the mental health and addictions crisis, Sault Ste. Marie needs to be at the top of the approval list.

Sincerely,

MATTHEW M. SHOEMAKER
Mayor, Sault Ste. Marie

P.O. Box 580, 99 Foster Drive ~ Sault Ste. Marie, Ontario ~ P6A 5X6
705-759-5344 ~ mayor.shoemaker@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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Nicole Ottolino, Director of Human Resources
DEPARTMENT:	Legal Department
RE:	Memorandum of Settlement with the Sault Ste. Marie Professional Firefighters Association, Local 529

Purpose
The purpose of this report is to recommend the approval of a Memorandum of Settlement with the Sault Ste. Marie Professional Firefighters Association.

Background
Through the collective bargaining process, the City has reached a Memorandum of Agreement with the aforementioned unionized group for a three (3) year term.

Analysis
The highlights of the settlement are as follows:

- Average annual increase to budget is 2.74%, inclusive of salary and benefit increases (2.39% for salaries alone)
- Selected health and dental benefit enhancements
- Revised uniform packages beginning in 2025
- New article on a joint Health & Wellness Committee, resiliency training, and Peer Support Team refresher training
- Addition of contract language on procedure around class advancement exams

Financial Implications
The financial impact of these settlements for 2024 can be accommodated in the contingency reserve provided for that purpose in the 2024 Budget. The impact for subsequent years will be included within future budgets.

Please note there is one future change to the differentials in the schedule of wages. The position of Platoon Chief will move to 130% of a First Class Firefighter effective July 1, 2026, which will be reflected within the 2026 operating budget.

Strategic Plan / Policy Impact / Climate Impact
This item applies to the Quality of Life and Service Delivery focus areas of the 2024-2027 Corporate Strategic Plan.

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

The report of the Director of Human Resources dated October 21, 2024 concerning Memorandum of Settlement with Sault Ste. Marie Professional Firefighters Association be received and that the Memorandum of Settlement be ratified.

A By-law authorizing execution of the Agreement will appear on a subsequent Council Agenda.

Respectfully submitted,

Nicole Ottolino
Director, Human Resources
705.759.5366
n.ottolino@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

October 21, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Lisa Petrocco – Manager of Taxation
	Steve Zuppa – Junior Planner
DEPARTMENT:	Corporate Services
RE:	Development and Implementation of a Vacant Home Tax

Purpose

The purpose of this report is to seek Council approval of the Vacant Home Tax (VHT) framework and to implement the VHT in January 2025.

Background

On March 27, 2024, the Province of Ontario extended the authority for all single and upper-tier municipalities to impose a tax on vacant homes. Additionally, the Province released a Provincial Policy Framework (PPF) that outlines best practices and clarifies the essential elements of municipal VHTs, promoting consistency in the application.

On April 29, 2024, City Council passed the following resolution:

> *Resolved that the report of the Chief Financial Officer and Treasurer and the Director of Planning dated April 29, 2024 concerning a Municipal Vacant Home Tax be received and that a municipal vacant home tax be implemented in 2025 for 2024 vacancies.*

Consequently, a VHT working group was formed, including staff from the Tax, Legal, Building, and Planning Departments. The working group has developed a framework for the VHT program and is seeking Council's approval for its key components.

Analysis

The PPF offers recommendations for municipalities considering VHTs, but there are no binding regulations in current provincial legislation. This allows municipalities to determine key aspects of their VHT programs and incorporate them into municipal by-laws. The working group has created a VHT framework based on a comprehensive review of existing and upcoming programs in other Ontario municipalities, along with public consultations involving Sault Ste. Marie homeowners and residents.

The program elements being recommended are defined below.

Definition of "Vacant Homes"

A vacant home will be defined as "any residential unit unoccupied for more than 183 days in a taxation year" that does not meet the exemption criteria.

Recommended VHT exemptions for Sault Ste. Marie include:

- Principal residence: This means a person's legal/official place of residence where they reside and conduct their daily affairs, receive mail and pay bills. This includes either the owner of the property, a family member of the owner, or an individual who has entered into a formal lease or rental agreement for a term of at least 183 days. This exemption applies regardless of how many days the principal resident is physically present at the property. This exemption is recommended in the PPF.
- Death of a registered owner: A unit is exempt for up to 24 months after the owner's death, provided it was occupied at the time of death. This applies to the legal estate or heir without any extension to the 24-month exemption period. This exemption is recommended in the PPF.
- Registered owner in care: A unit vacant for up to 24 months after the registered owner is admitted to care (hospitalization or long-term care). This exemption is recommended in the PPF.
- Property transferred in the reference year: A unit that has changed ownership via an arm's length transaction is exempt for the taxation year of the transaction. This exemption is recommended in the PPF.
- Undergoing major renovations within a reasonable timeframe: A unit that is undergoing major redevelopment or renovations that, in the judgement of the municipality, are being pursued within a reasonable timeframe. All necessary permits must have been issued by the City for the repairs and renovations. This exemption is recommended in the PPF.
- Non-profit housing: Units owned/managed by not-for-profit organizations or are considered social housing.
    - The rationale for this exemption is that the City is aware of a non-profit organization transitioning away from providing group home accommodations. Many of these group homes fall under the Residential Tax class and may remain vacant for over six months while waiting for the necessary provincial government approvals to be put on the market.
- Subject to Court Order prohibiting occupancy and the owner is making efforts to remedy: Units with a court order preventing occupancy during the vacancy reference year, unless the order is conditional on an action of the owner or the state and condition of the property, and the owner has not made reasonable efforts to remedy the circumstances that led to the order. This exemption is recommended in the PPF.
- Seasonal properties: Properties classified as seasonal (MPAC codes 363, 364, 385, 391, 392, and 395). This exemption is recommended in the PPF.
- Vacant new inventory: A unit that was continuously listed for sale or lease and not sold or leased in their first year on the tax roll.

- Multi-residential properties: A property that falls under the multi-residential tax class (greater than 6 units). The *Municipal Act, 2001* states that municipal VHTs may apply to residential units that are classified in the residential property class (RT) under the *Assessment Act* and are taxable under that act for municipal purposes. Properties with more than 6 units are classified in the multi-residential property class (MT) and are not eligible for the VHT as per legislation.
- Short-term rentals (STR) in good standing: A unit used exclusively as an STR if cumulatively occupied for a minimum of 100 days during the taxation year, and there exists a license for the STR that is in good standing.
- Uninhabitable: In the judgement of the Chief Building Official, the unit is otherwise uninhabitable for reasons beyond the owner's control. This exemption is recommended in the PPF.

Vacancy Reference Period

The PFF recommends that a municipality imposing a VHT should establish a process for confirming the occupancy status of properties in the reference year. Furthermore, VHTs should be imposed on the Current Value Assessment (CVA) of properties in the reference year during which occupancy status is determined.

Although the April 29, 2024, Council resolution specifies that the VHT should be based on 2024 vacancies, Legal staff are of the opinion that the vacancy reference year should begin when the Municipal VHT By-law takes effect on January 1, 2025.

As a result, it is recommended that the VHT vacancy reference period for the first year of the program align with the 2025 Taxation Year, spanning from January 1, 2025, to December 31, 2025. Any units that meet the definition of vacant and do not qualify for an exemption in the 2025 Taxation Year will incur the VHT in 2026. In these cases, VHTs will be imposed based on the 2025 CVA of the properties. The VHT program will continue annually in this manner unless Council decides to amend or suspend the program.

Method of Declaration

It is recommended that the City adopt a complaint-based method of identifying vacant units. Under this method, residential properties will be identified as "potentially vacant" when a complaint or tip is received from the public. Additionally, City staff from various departments, such as Tax, Legal, and Building, may identify vacant properties.

When a complaint or tip is received from either the public or City staff, the City will send a letter explaining the VHT and a Declaration of Occupancy Status form to the owner of the suspected vacant residential property. The owner will be required to submit the Declaration of Occupancy Status form within 30 days from the date of the letter. The City will be authorized to request evidentiary documentation from the property owner to determine whether the property is subject to the VHT.

The City will also require residential property owners who know their property has been vacant for more than 183 days in the Taxation Year to complete and submit a declaration to the City.

Properties declared vacant will be charged the VHT. If an owner fails to provide a declaration by the deadline or submits false information, the City will deem the property vacant.

This process is similar to the City of Windsor's VHT program, which was implemented in 2024.

It is not recommended to use a mandatory declaration method where all residential property owners must submit a Declaration of Occupancy Status form annually. This approach would incur significant administrative costs for reviewing, auditing, enforcing, tracking, and billing the tax. Additionally, requiring annual declarations from all residential properties places an unnecessary burden on owners who are not affected by the VHT.

Vacant Home Tax Rate

The goal of the VHT is to motivate property owners to rent out or occupy their empty units or to sell them to someone who will. The VHT is not meant to be a revenue generator for the City. Therefore, it is recommended that the City implement a 3% VHT rate, which would be based on 3% of the property's assessed value during the taxation year of vacancy, as determined by the Municipal Property Assessment Corporation (MPAC). The program will operate annually, with vacant properties subject to the VHT each year until the owner submits a declaration indicating the property is no longer vacant or provides supporting documentation for an exemption.

A 3% VHT rate aligns with the rates currently applied in Windsor and Toronto, which have the highest VHT rates in Ontario. During the public consultation process, many residents of Sault Ste. Marie expressed a preference for a VHT rate of 4% or higher (see the Public Consultation section below); however, starting with a tax rate that exceeds those of other municipalities may be perceived as overly punitive and profit-driven. It is crucial for the community to understand that the VHT is a tool designed to address housing supply and affordability issues rather than a means of generating revenue.

City staff will closely monitor the VHT program. If it becomes evident that the VHT is not achieving its intended impact on vacancy rates, Council may consider adjusting the tax rate accordingly.

Audit Process

All declarations claiming an exemption will require verification. Staff will follow up with property owners to request supporting documentation to validate the exemption. This could include rental receipts, proof of principal residence, or supporting documentation that verifies their exemption (such as a copy of the death certificate of the owner, copies of relevant building permits, a copy of a land transfer deed, a signed letter from a health care facility on letterhead, etc.).

To ensure compliance with the program, all declarations will remain open and subject to review for up to two years after the vacancy reference period. This allows the City to retroactively bill a property owner if a declaration is found to be inaccurate or false.

Billing Process

When a property is declared or deemed vacant, a bill will be issued to the property owner. This bill will be calculated by multiplying the property's assessed value for the taxation year by the VHT rate. There will be no proration based on the number of days the property has been vacant. The bill must be paid in a single installment within 90 days of the issue date.

Fines/Penalties:

Penalties of up to $10,000 may be imposed for declarations determined to be deliberately false or misleading in order to avoid the VHT.

The VHT bill will be added to the property tax account and must be paid in a single installment within 90 days of the bill's issue date. Staff also recommend that any outstanding amount after the due date incur penalties and interest in the same manner as outstanding property taxes.

Appeal Process

The PPF recommends that a municipality imposing a VHT establish processes for appeals and dispute resolution related to the imposition of VHTs. Staff recommends that if a property owner wishes to appeal a VHT charge, they can obtain a Notice of Complaint form and submit it along with supporting documentation within 30 days of receiving the VHT bill. Reasons for complaints or appeals may include:

- The owner did not declare by the deadline, resulting in the property being deemed vacant by the City;
- The owner provided no or inadequate documentation to confirm exemption;
- The declaration of occupancy was proven false through the audit process; or
- Any other reason the property owner considers valid.

City staff will review the submitted information and communicate with the property owner, issuing an Audit Determination Notice within 90 days of receipt. If an error was determined to have occurred, the VHT and penalties would be reversed and any payment would be refunded.

After receiving the Audit Determination Notice, the owner has 30 days to file a Request for Review. This request will be reviewed by the Chief Financial Officer/City Treasurer or their delegate, who may ask for additional information. A timely decision will be made regarding the property's VHT status. Once the review is complete, a Notice of Decision will be sent to the owner, and this decision will be considered final.

Public Consultation Summary

On September 5, 2024, a public consultation website dedicated to the VHT was launched and linked to the City's website. A City news release encouraging public participation in the VHT process was shared by various online media outlets. As of this report's drafting, the site has received 1,011 views, and 482 participants completed the survey and provided comments.

A public open house was held on September 23, 2024, at the Ronald A. Irwin Civic Centre. This event was promoted through the City website, social media, and a news release that was republished by online media. The open house engaged 16 members of the public.

The online survey results (attached as Appendix A) show the following:

- Support for the VHT: 87% of respondents support a vacant home tax, while 7% oppose it, and 6% are unsure.
- Impact on Affordable Housing: 90% agree or somewhat agree that the number of vacant homes in the City negatively affects the supply of affordable housing.
- Identification Method: 73% support the complaint-based method for identifying potentially vacant homes, while 11% oppose it, and 16% are unsure.
- Tax Rate Preferences: 58% believe the VHT rate should be set at 4% or more of the currently assessed value, while 33% think it should be under 4%. "4% or more" was the most punitive option in the survey.
- Support for Exemptions:
    - 83% agreed that a property should be exempt if the occupant is residing in a healthcare facility for medical care;
    - 76% agreed that properties vacant due to the owner's death should be exempt;
    - 71% agreed that properties undergoing renovations with the appropriate permits should be exempt;
    - 64% agreed for an exemption for seasonal properties (like cottages or camps);
    - 56% agreed that properties under a court order preventing sale, occupancy, or rental should be exempt; and
    - 51% agreed that properties listed for sale and unoccupied during that time should be exempt.
- Penalties for False Declarations: 93% of respondents believe that if an owner submits a deliberately false or misleading Declaration of Occupancy Status to evade the VHT, they should be fined in addition to paying the tax. Among these, 54% felt that a fine of up to $10,000, in addition to the VHT, was appropriate. This aligns with the approaches taken by the City of Toronto and the City of Ottawa. This was the most punitive option in the survey.

Through the survey and the open house, many comments were received from supporters of the VHT as well as those who are unsure or do not support the VHT.

Several respondents were supportive of a VHT because they live or work near a vacant home and the felt that those properties tend to bring negative issues to the neighbourhood and/or lead to urban blight.

Many respondents pointed to out-of-town owners as the primary drivers of vacant and neglected homes in the city.

- This issue has been well documented in the media, and the City is aware of a number of vacant homes owned by Ontario-based corporations.
- While the Provincial Policy Framework offers some guidance on foreign-owned vacant homes, it does not address properties owned by individuals or corporations from other parts of the province or country. Consequently, it would be challenging for the City to impose different standards on Canadian out-of-town owners compared to local owners who also leave their properties vacant.
- The goal of the VHT is to encourage all property owners, regardless of their location, to rent out, sell, or occupy their empty units.

Many respondents are concerned that an exemption for unoccupied homes listed for sale or rent could be easily exploited to avoid the VHT.

- Only 38% of respondents felt that a residential property that has been listed for rent and unoccupied during that time should be exempt from the tax.
- While some other municipalities do offer these VHT exemptions, staff recommend excluding the "listed for rent" and “listed for sale” exemptions for Sault Ste. Marie.

Some commenters expressed concerns about the complaint-based method for identifying vacant homes. They worried that disputes between neighbours might lead to frivolous complaints or that people might not be aware of the VHT and how to report vacant properties.

- The City’s by-law enforcement team already investigates property standards complaints, a process that has been in place for some time. It is more likely that individuals will use this established process to address neighbour disputes rather than file frivolous complaints through the VHT program.
- It is important to note that the VHT program will not rely solely on public complaints. City staff will also identify potentially vacant homes through various municipal processes. Currently, there is a list of approximately 100 potentially vacant homes maintained by the Building and Legal Departments. Should these homes remain vacant for at least 183 days in 2025, the owners will be required to submit a declaration.
- The VHT program will require extensive marketing and a public education initiative. The City plans to create a dedicated VHT website that will provide comprehensive information about the program, an online complaint option, and digital versions of all necessary forms.

Some commenters expressed a preference for leaving their homes vacant rather than renting them out due to negative past experiences with tenants, such as non-payment of rent or property damage. They prefer the flexibility of holding onto these vacant homes for real estate investment appreciation without the challenges of being a landlord.

Opponents of the VHT argue that it could have unintended consequences, such as discouraging investment and development in the City, which could negatively impact market values.

- The City acknowledges existing challenges in the rental housing system, including backlogs at the Landlord and Tenant Board and enforcement issues.
- However, the City is facing significant housing supply and affordability issues. It is crucial to discourage investors from leaving homes vacant, as this exacerbates housing shortages, drives up rents, and makes it harder for residents to find affordable housing.
- Furthermore, vacant homes negatively impact neighbourhoods and public safety. Unlike occupied homes, they are more susceptible to problems that can go unnoticed for long periods. Issues such as theft, vandalism, damage from broken pipes, and weather-related challenges are just a few of the risks that empty properties may encounter.

Financial Implications

As noted in the April 29, 2024 Council report, it is difficult to predict the number of VHT declarations that will be sent to owners of potentially vacant properties or how many will qualify for exemptions. The Building Department has identified a list of approximately 100 properties through other processes that will be asked to complete a declaration form after the first reference year has ended. It is also unknown how many tips we will receive from the public. An updated high-level conservative estimate of 50 properties, using the average assessment of the properties identified by the Building Division and a tax rate of 3%, provides the following budget scenario.

Revenue:	2025	2026
Estimated # of Vacant Homes		50
Average Assessment		115,000
Recommended Tax Rate		3%
		172,500
Expenditures:		
Staffing Requirements		
Tax Analyst (Local 67 Job Class 10)	43,330	86,660
Program Expenses	5,000	10,000
	48,330	96,660
Net surplus (deficit) after administration	(48,330)	75,840
2026 Net surplus, including 2025 admin expenses		27,510

With the change to be implemented as of January 1, 2025, we will begin assessing vacancies in the second half of 2025. The administration costs will be backstopped by a contingency reserve and replenished once revenue is received in 2026. Since the intention of the VHT program is to improve housing options, staff recommend that any surplus, after covering the cost of program administration, be transferred to a new reserve to be used for purposes of housing-related programs, projects and initiatives, such as the Housing Community Improvement Plan (CIP).

Strategic Plan / Policy Impact / Climate Impact

The VHT program aligns with several strategic focus areas of the 2024-2027 Corporate Strategic Plan, including:

Quality of Life and Social Equity: Adequate and affordable housing is a key quality of life indicator. A VHT promotes an increase in the overall housing supply and may have a positive effect on rental housing affordability within the City; thereby providing more housing options to a broader range of income levels.

Vibrant Downtown: A disproportionate number of vacant homes are within the Downtown and older core areas of the City. A VHT will result in an increase in occupied residential dwellings in the Downtown and can help create a vibrant, complete community where people want to live and work.

The implementation of a VHT also aligns with the goals of the City's Housing Action Plan as it will contribute to an increase in the housing supply and may have a positive impact on housing affordability.

There is no climate impact.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Taxation and Junior Planner dated October 21, 2024, concerning the Development and Implementation of a Vacant Home Tax (VHT) be received and that Council:

1. Adopt the VHT program;
2. Approve the program administration expenses, as set out in the estimates, with 2025 expenses to be funded from a contingency reserve to backstop the administration costs until revenue is received in 2026 to maintain a $0 levy impact for implementation; and
3. Approve a new reserve to direct any resulting surplus revenue, after all administrative costs have been recovered, to be used for purposes of housing-related programs, projects, and initiatives.

The relevant By-Law 2024-155 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

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

Steve Zuppa
Junior Planner
705.759.5279
s.zuppa@cityssm.on.ca

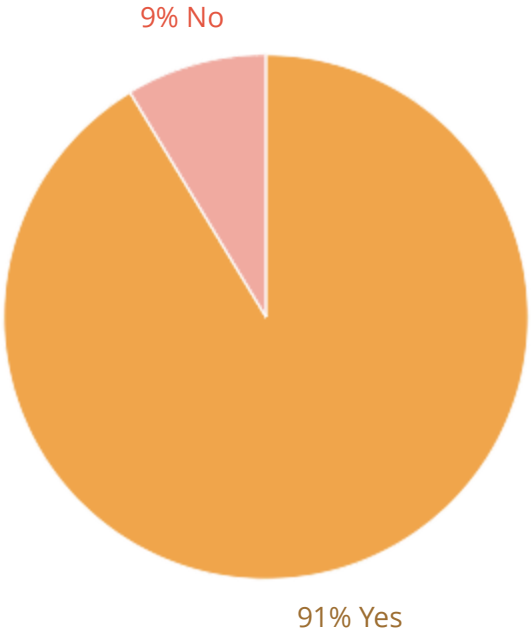
Appendix A: Vacant Home Tax (VHT)

Public Input Survey Results

Project Engagement

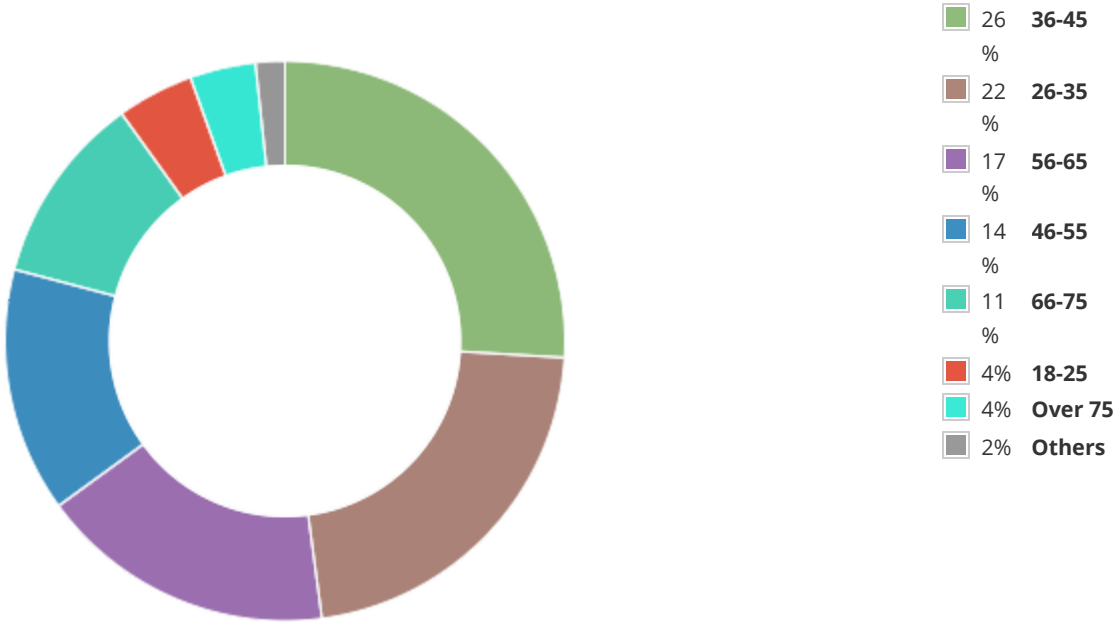
VIEWS	PARTICIPANTS	RESPONSES	COMMENTS
1,014	481	5,149	375

* Do you live in or own residential property in Sault Ste. Marie?



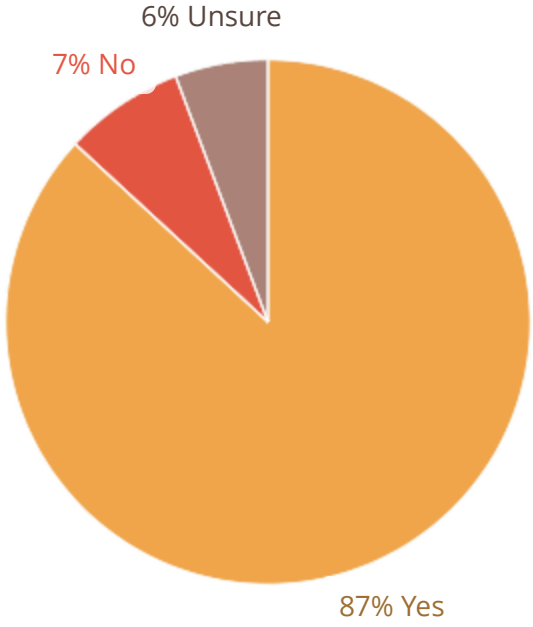
473 respondents

What is your age?



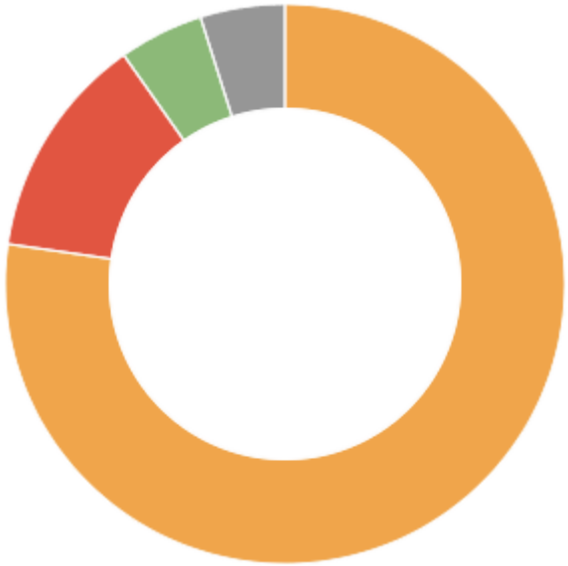
474 respondents

* Do you support the idea of a Vacant Home Tax (VHT)?



472 respondents

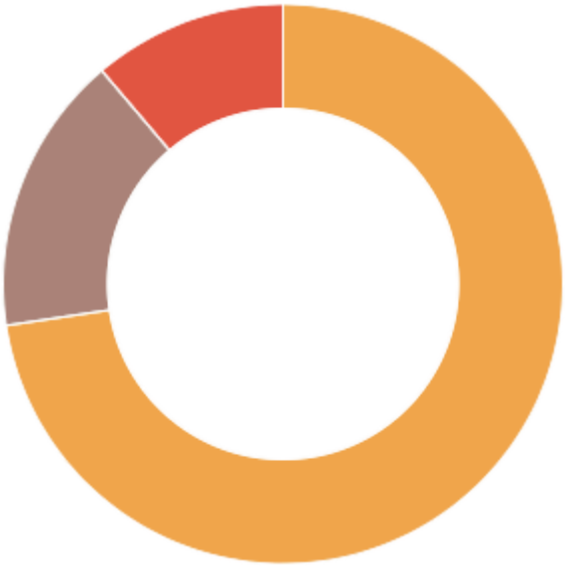
Do you agree that the number of vacant homes in Sault Ste. Marie is negatively affecting the supply of affordable housing?



77 % **Agree**
13 % **Somewhat Agree**
5% **Disagree**
5% **Others**

471 respondents

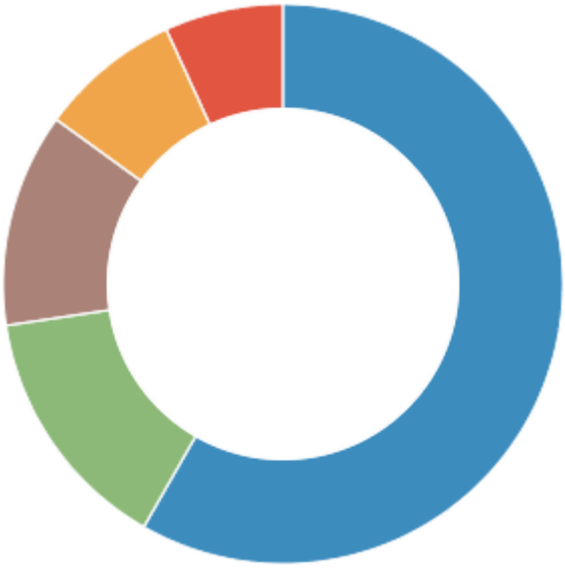
* The City is currently considering a "complaint-based approach", where the City would be able to identify a home as vacant if notified through a tip or complaint. Do you support this approach?



73 % **I support this approach**
16 % **Unsure**
11 % **I do not support this approach**

464 respondents

* If the City was to implement a Vacant Home Tax (VHT), what rate of tax should be applied? (For illustration purposes, assume a property with a $200,000 assessment value).



- 58 % **4% or more of their current value ($8,000+ for a home assessed at $200,000)**
- 14 % **3% of their current value ($6,000 for a home assessed at $200,000)**
- 12 % **2% of their current value ($4,000 for a home assessed at $200,000)**
- 8% **None, I don't think the City should tax vacant homes**
- 7% **1% of their current value ($2,000 for a home assessed at $200,000)**

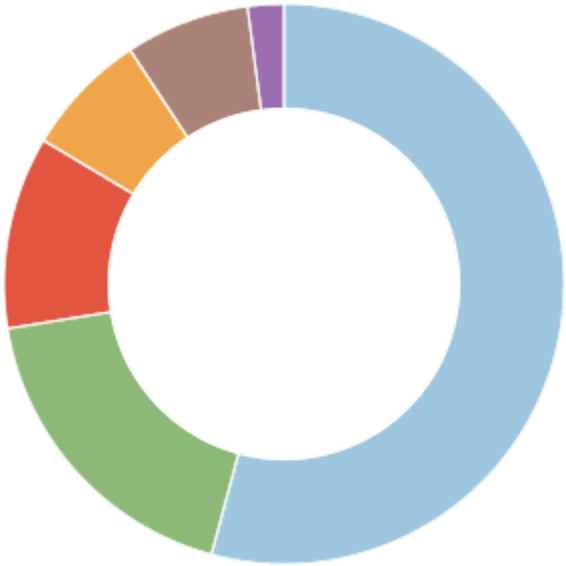
453 respondents

The City may grant exemptions for vacant properties if they meet specific criteria. Select all exemptions to the Vacant Home Tax (VHT) that you support:

83%	A residential property that is vacant because the occupant was residing in a healthcare facility for medical care	347 ✓
76%	A residential property that is vacant due to the death of the owner(s)	316 ✓
71%	A residential property that is undergoing renovations and has the appropriate building permits	297 ✓
64%	The property is classified as seasonal (like a cottage or a camp)	268 ✓
56%	A residential property that is vacant because it is under a court order prohibiting the owner from selling, occupying, or renting the property	234 ✓
51%	A residential property that has been listed for sale and unoccupied during this time	211 ✓
38%	A residential property that has been listed for rent and unoccupied during this time	159 ✓
7%	Other	29 ✓
7%	I don't think the city should tax vacant homes	28 ✓
5%	There should be no exemptions to the VHT	21 ✓

417 Respondents

If a property owner submits a deliberately false or misleading declaration of occupancy status in order to avoid the Vacant Home Tax (VHT), what amount should they be fined?



- 54 % **They should be fined up to $10,000 in addition to the payment of tax (this is the approach taken by the City of Toronto and the City of Ottawa)**
- 18 % **They should be fined $3,500 in addition to the payment of the tax (this is the approach taken by the City of Windsor)**
- 11 % **They should be fined an amount equal to their Vacant Home Tax**
- 7% **They should not be fined**
- 7% **They should be fined $1,000 in addition to the payment of the tax**
- 2% **Other**

432 respondents

Is there anything else you would like to tell us about a Vacant Home Tax (VHT) in Sault Ste. Marie? Note: Comments with abusive or inappropriate language have been removed. Comments where the user selected "private" have not been included.

Yes, we come across vacant homes. What we are also seeing is extreme amount of ppl living in one residence. I've encountered 23 in one house and a friend encountered 33 ppl in one house, many in the basement with no egress. Make this tax a Vacant and Over-Populated Home tax. They should pay more in taxes if they have have more ppl than the average family. According to the national occupancy standard, it is two people per room over the age of 18. No persons shall be living in the basement if it doesn't Meet occupancy code. Overpopulated housing is a problem as well, make it part of this tax

13 days ago

N/A

15 days ago

Framework bullet 1 - Legal action (wills, probate …) may last longer than 24 months. The residence may not have been occupied at time of death or sold as a result.
Bullet 2. - punishing an individual that has been hospitalized due to critical accident or illness is not right.
Bullet 4 - define ‘ major’ renovations rather than leaving it to the landlord or city agent to determine otherwise it is possible to treat some different than others.
Bullet 5 - non- profits are managed by staff collecting compensation of some kind, ie pay, benefits etc. and it may be in someones financial interests to wait for desired tenants or rent amounts that when collected contribute to staff remunerations.
Bullet 6 - ‘reasonable’ should be qualified so as not to have inconsistency in treatment and to avoid discrepancies between city agents.
Bullet 8 - why is new treated differently to existing? There is still an owner who wants to wait for the desired tenant at the desired rent amount.
Bullet 9 - why are multi-residential properties exempt? Still an owner wanting to wait for the desired tenant at the desire rent amount. These units owned but wealthy individuals and business conglomerates should not be exempt. If they are exempt so should be the small time landlord or home owner.

17 days ago

For properties remaining vacant for NUMBEROUS years, will the VHT be increased annually (4% for first year, 6% second, 10% third)? If taxes are left unpaid by owner, how does the city plan on efficiently collecting them? Is there a means to put a lien on the property or have seized by city or banking institute? Is there a plan to deal with the numerous properties vacant for the past 10+ years which the owner clearly has zero intent on renovating to become suitable for living?
Will property management companies be held directly accountable if they are not fulfilling obligations of tenants or property owners? Multiple units and properties managed by North Star Property Management remain unkempt, below building code standards, and are routinely neglected.

18 days ago

Make it double the fine for non local property owners.

23 days ago

Renovations & permits can take a while especially with paperwork exchange.. how long would property owners have after granted permits and what if delays are not n thier control. Why not create jobs instead of having it a complaint basis

23 days ago

Vacant Home Tax is a good idea.

23 days ago

it is extremely important to discuss where the fines collected through this program will be disbursed.

24 days ago

No e

24 days ago

None

24 days ago

Ensure that someone that works for the city is following up, and keeping on top od the VHT and owners. What are the consequences for not paying the VHT? That should be made clear as well as there are people who choose not to pay their taxes.

26 days ago

VHT: This is an excellent idea.

SPEED TRAP BOXES: Those speed trap boxes are NOT a good idea and the boxes need to be sent back!

27 days ago

Another city tax grab on law abiding citizens. Another government over reach telling individuals what they can do with their legally obtained property.

28 days ago

Maybe focus on more important issues...

28 days ago

This should be implemented immediately

29 days ago

Dear City Council of Sault Ste. Marie,

I am writing to express my strong concerns about the proposed Vacant Home Tax (VHT) and its potential unintended consequences on housing prices and the local real estate market. While I understand the intention behind the tax—to increase housing availability and affordability—the approach could lead to several negative outcomes that may undermine these goals.

1. Unintended Consequences for Property Owners
A blanket tax on vacant properties assumes that every vacant home is intentionally left unused, but there are numerous legitimate reasons why homes might be temporarily unoccupied. Owners may be dealing with inheritance issues, undergoing lengthy renovations, or facing other personal circumstances. Penalizing these owners through a tax only adds financial pressure without addressing the root cause of the vacancy, and could result in hardship for those who already have complex situations.

2. Market Dynamics and Price Volatility
While the VHT is intended to increase housing supply by motivating owners to sell or rent their properties, the impact on the market could be unpredictable. If supply increases but demand does not keep pace—especially in a smaller market like Sault Ste. Marie—we might see price volatility rather than the desired stabilization or reduction in prices. This could also shift demand toward rental properties, leading to increased rental rates, which would negate any benefit for potential homeowners.

3. Negative Impact on Investment and Development
The introduction of a Vacant Home Tax could deter investors from purchasing properties in Sault Ste. Marie, fearing the added costs associated with holding properties. Reduced investment may slow down new housing developments, which are crucial for long-term affordability and price stabilization. This tax could hinder the very growth and investment our community needs to sustain itself economically.

4. Detrimental Effects on Residential Property Values
In response to the tax, property owners might rush to sell their homes at lower prices, appearing to temporarily improve affordability. However, this creates an opportunity for investors to buy these properties, who may then convert them into rental units or commercial properties, ultimately driving up long-term rental rates and reducing the availability of homes for purchase by families.

5. Compliance and Administrative Burden
Implementing and enforcing the VHT through a complaint-based system could place a substantial administrative burden on the City. There is a significant risk of errors and disputes over property assessments or declarations, creating friction between neighbors and the City. Furthermore, the enforcement costs may outweigh the benefits, potentially leading to higher taxes or service cuts that affect all residents.

6. Long-term Market Health and Housing Quality
An influx of properties being sold quickly to avoid the tax could lead to short-term price dips, but without sustainable demand for homeownership, these effects may not last. Moreover, if these homes are sold in poor condition or without proper upgrades, the quality of housing stock in the city could degrade, leading to a longer-term reduction in property values and an overall negative impact on the community's housing market.

7. Better Alternatives to the VHT
Instead of penalizing homeowners, the city should explore incentives that encourage the productive use of vacant homes. Offering grants or tax breaks for home renovations, simplifying the process for selling or leasing properties, and creating partnerships to develop affordable [illegible] address the issue in a more collaborative and less

and creating partnerships to develop affordable housing would address the issue in a more collaborative and less punitive way. This approach would increase housing supply without distorting the market or discouraging investment.

In conclusion, while the Vacant Home Tax is well-intentioned, it risks creating a series of negative ripple effects that could harm homeowners, investors, and renters alike. I urge the council to reconsider this approach and explore alternatives that align better with the goal of improving housing affordability without distorting the market or reducing long-term housing quality.

Thank you for considering these concerns. I hope this feedback helps inform a more balanced and effective strategy for addressing our community's housing needs.

29 days ago

I hope it helps!

one month ago

I

one month ago

I think this is a good idea, seeing all the vacant homes around the city is upsetting as there are so many people who could use that as housing rather letting it sit vacant and deteriorate.

one month ago

Let’s clean up these terrible looking vacant building a real blight on the city !

one month ago

---

we’re in desperate need of solutions for the housing shortage crisis and VHT is a step in the right direction

one month ago

---

complaint based approach will not help. the city is well aware of which homes need to be included in the VHT initiative. Vetting public complaints would be much work for little gain. those citizens that have legitimate complaints about their neighbourhood properties will call the city anyway.

one month ago

---

another bad idea

one month ago

This is simply an unlawful and deliberate money grab to force property owners to pay more or be forced to rent or sell. This city or any other has no right to tell its citizens what they can do with their own property.

one month ago

Homeowners should not be compelled to rent out their properties, especially given the increasing number of tenants who fail to meet their rental obligations. As a former landlord of a duplex, I experienced this firsthand when my tenant refused to pay rent, resulting in an outstanding debt of $12,000, which I am unlikely to recover. Ultimately, I was forced to sell the property due to the financial strain.

one month ago

Stop speculation and renoviction

one month ago

We pay one of the highest property taxes in Ontario. No one wants to rent out because tenants don't pay their rent then it takes over a year to get them out not to mention the damages. The owner should be able to leave the hime vacant as long as it is maintained.

one month ago

I feel that the exemptions should have a time limit on them

one month ago

Where is bylaw enforcement? Is there even one in SSM?

one month ago

None

one month ago

Vacant homes are affecting property values

one month ago

This is a lazy solution and the revenue will not be reinvested into the community. If this does get approved, residents should be made aware of where the revenue is being spent. Here are some alternatives to this lazy idea of the VHT:
- Incentivize rental conversions
- Regulate short-term rentals (e.g., Airbnb)
- Offer affordable housing development incentives
- Provide property improvement grants
- Support community land trusts
- Implement a land value tax
- Introduce occupancy requirements
- Promote rent-to-own programs
- Increase social housing investment
- Encourage co-housing or shared living arrangements
Let's try something other than this, it's lazy. Put sault ste marie on the map with something original, not this uninspired tax.

one month ago

I said no exemptions because many of the owners will find a loophole. I am not hopeful that the city will be able to collect any of the tax amounts.
The vacant property situation in our city is deplorable and should never have been allowed to take our beautiful city so far down. More needs to be done than a Vacant Home Tax. I own and live in the middle of many of the boarded up houses. I have a very good understanding of just how bad the current situation is…
It takes the by-law officer 3 months to act on a request to cut grass and clean up a vacant property. In three months the rats takeover, the trash piles up and the list goes on and on…who wants to live beside that and my neighbours and I have had to put up with that situation for over 2.5 years…absolutely brutal.

one month ago

If you allow an exemption if the property changes hands then could someone simply create a holding company and flip to ownership to avoid the tax? I don’t need an answer just identifying a possible loophole.

one month ago

The city should survey annually for VHT applicability/exemption so they aren't wasting money managing reporting all year and require all identified breachers to undergo a "comprehensive audit" (forethought loopholes closed premptively) where findings of VHT offense are retroactively subject to fees + penalties that exceed $10,000 for attempts to mislead/falsify.

one month ago

I think it is a great idea

one month ago

If not paid, the house should be confiscated by the City and renovated for sale/rent

one month ago

Take action. Walk the walk!

one month ago

If they refuse to pay the tax, the building should be demolished if it is in disrepair

one month ago

.

one month ago

N/A

one month ago

Corporations and financial institutions should not be able to own any homes, let them invest in condos and buildings with 12 or more apartments. If the places remain vacant for sometime they should be taken over by the city fixed up and resold and give a fraction of that money to the people or corporations only enough to deter for future investments. If there is any Necessity in life it is food and a roof over your head.!

one month ago

Have an actual tracking system in place - not one driven by complaints.

one month ago

Some of the money from the VHT should be used to maintain the grounds around the vacant homes, this would have to be done by city staff

one month ago

I think the tax should only be levied once, with the landowner being required to file a plan to make the property habitable by the following year. Failing that, the property should be expropriated and either sold or donated to Habitat for Humanity or a similar organization.

one month ago

I think trying to get money from a lot of the people that own vacant homes will be like trying to squeeze blood from a stone, but I do think something needs to be done.

one month ago

I think it is a very good idea that should definitely be applied starting January 1, 2025.

one month ago

Include stipulations regarding vacant homes that are currently unfit for occupancy, enforcing either a timeline or fine to have them brought to liveable standards to return to market or occupancy.

Include stipulations on safety/squatting: potentially implement additional fines for vacant homes that receive multiple calls for police enforcement within a year.

Enforce a timeline of compliance that results in seizure of the home if fines/safety concerns continue after X years (unsure if this is legally allowable but something similar).

one month ago

Repeat offenders should be charged 3x their property tax or imprisonment for falsifying documents or both. It's time to make an example of these out of town fly by nights.

one month ago

Perhaps look at a tax/fee for out of town companies purchasing homes in SSM for rental properties
Unfortunately most of them do not have the cities best interest at heart

one month ago

Vacant properties such as old schools which have been purchased from the city should also be taxed, as well prior to the city selling surplus properties the purchaser needs to submit a plan and timeline for said property.

one month ago

Start as soon as possible!

one month ago

Besides the increased provision of rental properties, this tax could also result in less derelict properties and surrounding property values could increase.

one month ago

The proposed 1 year exemption for newly built units is not fair, and should be eliminated. Similarly, rental properties, and re-sale properties should not be exempt for any length of time. These three exemptions represent over-pricing, and should, therefore, never be encouraged. There should be no grace period for listing or renting housing units at a fair, market based price.

A multi-unit residential property should be deemed to be vacant if, and only if, the total number of days all the units in the property were vacant exceeds (# of units) x 183.

Once again, there will be no downside pressure in prices if exemptions are too liberal.

And maybe the city should keep an annually updated registry of all rental properties which ensures all safety standards are up to a minimum code (for the benefit of tenants and owners alike), and which requires owners to live locally or have a local representative. Just like they have in Sault Ste. Marie, Michigan, USA. Not only would a rental regime like their's (with by-laws, licenses, inspectors, etc...) reduce turnaround time for tenant complaints, it would free up time at the Landlord Tennant Boad for Landlord complaints.

And, a mandatory Rental Registry could help Sault College, and Algoma U secure housing for their students.

And having a mandatory Rental Registry would eventually pave the way for a mandatory declaration for all housing types instead of having to report your neighbours for seeming to have a vacant home which is not exactly the best way to build a welcoming, safe, and inclusive community.

one month ago

Strong swift action is necessary in order to rescue the Sault from the downward spiral that it finds itself caught in. Do the right thing - kick these property-hoarding slumlords out of our city!

one month ago

RE: "complaint-based approach", I have concerns about this methodology for determining those who might be eligible to pay the VHT. This is a great way for neighbours to point out what is visible in their area, so I do agree with that. However, I think that there should be another way to use already collected or easily collected data by the city about properties to maintain an up-to-date list of what is happening throughout the city. This would ideally maintain an annual catalogue of all homes in the city and would provide an opportunity to catch those missed by the community members who do report. This might also be necessary depending on your response rate to these types of public opinion surveys or other engagement initiatives. While some would be happy to report to the city, some community members may not pay attention to initiatives such as these or refuse to contribute just because they don’t want to do the work that they want the city to be entirely responsible for (which may be evident from the social media comment section). I’d hate to see an idea like this get set up and then flop within a short time period because it was based solely on community engagement and no one in the community is engaged anymore.

one month ago

If the taxes are not paid then , the home should be repossessed and sold. The owner will then receive the remainder if fees after the sale.

one month ago

This should be implemented so our city will get better and people need to stop taking advantage of us

one month ago

I support this initiative and would also like to see it extended to commercial properties.

one month ago

Just hoping it reduces the number of derelict, boarded up properties that attract crime and pose a danger to the health and safety of citizens.

one month ago

Waste of time. Confiscate all the properties. Lock the slumlords up. Also confiscate all properties from their families and also lock them up, but on the opposite side of Canada. Don't show them any mercy, they don't deserve it.

one month ago

Will this help me buy a house?

one month ago

as long as progress is being made on renovations to a property and all taxes are being paid leave the local peons alone and go after the right people remember neglected

one month ago

Get it VHT moving - such an eyesore seeing all these lovely old homes falling apart due to negligence on the absentee owner's part. If they could afford to buy it - they can afford to fix it otherwise take it out of their hands.

one month ago

City should take over the vacant downtown homes, renovating them and renting them to applicants they see suitable.

one month ago

Great idea! More affordable housing is desperately needed.

one month ago

Seems to be a waste of resources with far too many loopholes that owners can and will take advantage of. I will echo what others have said of enforcing current bylaws and fix the awful roads. The city looks to be in shambles and the roads are crumbling away, prioritize prioritize prioritize! Worst roads we have seen in all of Ontario and Michigan, absolutely unreal. Should really look into and research a number of units this will actually free up, I would take a guess at less than 10…

one month ago

I completely support getting rid of the vacant homes and punishing absent landlords for buying up properties and not doing anything with them mean well we're desperate for affordable housing. Scumlords, get rid of them and make Sault Ste Marie less attractive to these con artists.

one month ago

no

one month ago

Nope.

one month ago

Great idea. I support it

one month ago

Property owners with a history of neglect of property should not be allowed to acquire new property until existing properties are brought up to standard.

one month ago

Something needs to be done. Our city is looking rough with all these boarded up houses.

one month ago

Higher VHT for multiple property owners/companies

one month ago

a

one month ago

Tear them down.

one month ago

Tear them down if they can't be sold.

one month ago

Not right now, thanks for the oppor5unity to voice our opinion

one month ago

Some I think are or should be condemned. I live next door to a house that the 1st period it stood empty for about 1 1/2 yrs. Now this time it's been empty for about a month. They are not even meeting the people that come to look at it. It is in such disrepair and so close to my house that I am affraid things are gonna hit my house on the way down or hit me when I'm mowing in between the house. Not happy at all. I did make a call and I did see a city worker coming and checked it out approximately a week or so ago. Since then nothing, oh they did mow the grass and take old furniture out of the back yard. Still things ready to fall off though

one month ago

I wonder to add any clauses about squatters? IF A Vacant homes get squatters, the absent or neglectful owner should be accountable. The effect it causes on home prices and WHOLE is detrimental to neighborhoods i. Peace of mind is broken!

one month ago

I have no comment

one month ago

If non-payment, sieze their ho.es/businesses and sell off for payment. Prevent them, their families, business associates from EVER buying property in our city.

one month ago

I believe that if a house has been vacant and taxed for a given amount of time (i.e., 3 years) and no steps have been taken to occupy, it should be expropriated, demolished, and the property sold.

one month ago

If the owner does not pay the VHT, sieze their other properties/ businesses, sell them off for money owing, prevent them (or their damilies/ business associates) from EVER buying property in our city again.

one month ago

make sure you do not falsely accuse when home has been purchased but new owners are in process of moving

one month ago

Rent caps should also be discussed regarding the housing crisis. Also, offering owners in arrears to option of credits for taking subsidy cases.

one month ago

This is a great approach to deter investors from holding properties with no intent to rent or occupy the home. Way to go SSM!

one month ago

no

one month ago

Thank you for pursuing this. My family doesn't reside within city limits, but the problems caused by the vacant properties affect anyone visiting the city for business or pleasure; I don't choose to even imagine the everyday plight of the residents. Appalling.

one month ago

These buildings are eye sores and encourage squatters. They should all be torn down or renovated properly.

one month ago

Great idea! Hope this will help.

one month ago

.

one month ago

The same should be applied to commercial properties. Encourage small businesses to rent spaces and be able to make an affordable wage doing so!

one month ago

These slum lords need to pay

one month ago

Something is better than nothing.

one month ago

No

one month ago

Maximize the VHT especially when the property is owned/registered/purchased by any corporation rather than an individual.

Potentially apply a multiplier effect to the VHT and any other associated fines when the property is owned/registered/purchased by any corporation.

If there are multiple VHT fines to be levied against any one owner/corporation across multiple properties, add an additional percentage (2%-5% of the combined total to the net fine.

one month ago

My opinion is that not just vacant homes. But those renting from slumlord and have their rent paid through OWS rental payments to landlord should be held up by OWS until it is reasonal to rent. For example heat issues, broken pipes or plumbing issues, leaks, mildew and appliances not working properly. They would have 30 days to provide proof of repairs. Not all OWS recepients are not responsible. Also samething should apply for any bulding rented out. Property standards by-law should be in place for having absolutely no garbage outside the rental unit. If tenants are negligent then bill the landlord and the landlord bill his tenant. Also, anyone caught with shopping cart of Green or Blue Garbage Collection containers should be charged for theft. At least 2 city employees can monitor all of the above on a fulltime basis. Issues should be delegated to a clean up crew and by-law enforcement crew. Our city is totally filty also reflecting on loss of tourism and also business and as bad, dirty where no one wants to live here. Hotels have tones homeless sitting in front of their buildings, which is not aloud 0 tolerance in other cities.

one month ago

Homes are vacant because people are afraid to rent them out. The landlord and tenant act needs to be fixed so people can rent out their house without so much risk from bad tenants.
Also the city's regulations on short term rentals have made it too difficult and unprofitable. If these regulations were removed people could make more money. They would probably take care of their houses.

one month ago

Negligent landlords will only change if there are hefty penalties. The heftier the better.

one month ago

Not a solution, just a band aid.. Instead of taxes you could incentivize either renovation or demolition. A positive feedback loop instead of negative.

one month ago

Not at this time

one month ago

Unpaid VHT should result in a court action on behalf of the city to seize ownership of the property and market it for sale to responsible local buyers or demolish derelict unrepairable properties and market the property itself.

one month ago

No Comments

one month ago

Tear these shacks down and charge the owner

one month ago

I think this is a great initiative. Well done!! I do not support a complaint-based approach as I believe it will create a lot of unnecessary work for the City in addition to false complaints resulting from poor relationships with neighbors, or biases relating to culture, social status, etc. I think the City knows which properties are vacant/boarded up and unoccupied. I would start with those first and then perhaps consider a secondary avenue for community reporting of vacancies - perhaps add some very specific criteria that qualifies the complaint (to avoid investigating false claims). Just my 2 cents - keep up the great work!!!

one month ago

The owners should be forced to renovate and rent out

one month ago

Thanks

one month ago

These homes are making our streets look awful and squatters are destroying them. It’s tine something is done,

one month ago

If a property is vacant for 1 year and is in unsafe condition it should be demolished at the owners expense

one month ago

yay

one month ago

This is a good idea.

one month ago

I welcome this tax.

one month ago

Not at this time

one month ago

I left the city because of the state of the neighbourhoods. I paid $4000.00 in tax to live surrounded by vacant homes that repeatedly wasted community resources responding to fires, break ins, squatters etc. If something is not done, like a VHT, all the expense of these empty houses, falls on the resident tax payers...right now, it seems like you get very little for your tax dollars when the streets aren't safe, my kids had to see open drug use and addiction everywhere, once modest/lower income neighbourhoods have become slum-like which is not fair to lower income people. There is no crime in being poor. It is a crime and a shame that the city does not enforce bylaws and taxes to ensure that all neighbourhoods maintain a level of decency and safety. These out of town landlords need to be held accountable and if the VHT is the only way to do it, then so be it. Sooner or later the city will be held accountable for a citizen not getting the vital resources they need because EMS, Fire, Police etc are tied up at yet another vacant property catastrophe. It is beyond time to get this issue of vacant and derelict homes under control and take back the city for the citizens who live here and pay the taxes. Or more will leave like I did.

one month ago

Not

one month ago

My main concern is those thst own seasonal properties line cottages/camps. I own one in SSM as well as a home in SSM in 2 separate wards. My camp is not a year round home, and we can't leave there 6 months a year. My children attend school in the east end and put camp is over a 30 min drive in the west end. I don't feel like those who have seasonal properties are the ones that have caused the current housing situation in this city.

one month ago

I think this is an excellent decision on the city's part to eliminate all the derelict houses around the city, especially in the downtown core. I wish we could find a solution to tax those properties, even though inhabited, to upkeep the look of the property and home to make our community more presentable. It's a disgrace how rundown some homes have been for decades with nothing being said or done about them. This new move may be a start to a community looking more proud of itself. Let's finally make a change. And for those who want to fight the system, make them pay.

one month ago

Nil

one month ago

If the person or business is insolvent could there be an action to take the building

one month ago

Nothing to say.

one month ago

no

one month ago

Hope to see this come to reality. Very needed in the Soo.

one month ago

Great idea. Let's please hold these so-called landlords living an undeserved life of luxury in some cases, while their vacant and neglected properties are insolvent, accountable for their deceptive behaviour. They are thieves. Thanks for driving this initiative, I fully support.

one month ago

In cases where a VHT exemption is sought on the basis that there has been no successful property sale or rental, the property should be inspected to confirm the landlord has properly maintained it, and evidence of efforts to sell or rent should be required.

one month ago

This is a pipe dream. Operators of suspect residences care less about any bylaw you might create because they regularly defy current ones !

one month ago

No

one month ago

I think the boarded up houses could be used for affordable housing for our housing crisis

one month ago

nothing to add

one month ago

No

one month ago

Why not just enact a ruling that a house, condo, ect. has to be sold or rented if left vacant, for no good reason, after 1 year.

one month ago

No

one month ago

I agree with VHT

one month ago

If the unrented property is well maintained and taxes are paid, I don't believe that the VHT should be applied to this situation. There are many renters who don't show care to the property's that they're renting. I know this because I was previously a landlord myself.

one month ago

The number of boarded up houses is an embarrassment to our city & hopefully this will help in addressing this situation.

one month ago

It's a very good idea. It will hopefully promote affordable housing and occupied homes will prevent squatters.

one month ago

I think the city should consider all possibilities when implementing this by law because you don't want to harm the wrong people such as businesses or citizens that are in unique circumstances beyond their control. Like a death in their family and have a vacant home they are dealing with etc. Also you don't want to hurt small business growth or curtail opportunities for landlords because they have enough laws to deal with that prevent them from protecting themselves against faulty tenants. This new tax may backfire and stunt growth of new or existing dwellings because new or existing landlords may feel the risk is too much given all the circumstances they face.

one month ago

what happens when taxes are not paid. can criminal charges come into play?

one month ago

nope

one month ago

Great idea! We need those vacant properties to be upkept and used.

one month ago

I believe a warning AND a reasonable set amount of time should be applied, BEFORE a tax is brought forth.
I also believe that any tax levied should go directly to public housing & public assistance programs. NOT into the City's current coffers.

one month ago

This would make real estate investors from out of town question if they were to try and rip off the people of Sault Ste. Marie. Also allowing more people within our town to obtain properties and hopefully drop some of our housing prices. the problem greatly is enforcement. if you decide to make any exceptions you need to strictly enforce. as lots of owned properties or even rented ones are decaying and look awful making our city look terrible

one month ago

Please make this tax as aggressive as possible. The current situation is absolutely terrible. Thank you for doing this.

one month ago

N/A

one month ago

No

one month ago

where is bank(s) accountability for handing out 300 mortgages without proper due diligence. I had to pretty much hand over my blood for one mortgage.

one month ago

hopefully this will elimate boarded up homes

one month ago

Under exemptions, I was reluctant to add properties for rent or sale, as the out of town landlords could use this exemption. Knowing the properties are in such disrepair, they will never be rented or sold.

one month ago

No

one month ago

Any exception to the vacant home tax should have a time limit on it. For example, if the owner has died, it should only be exempt to VHT while the estate is in probate then listed for sale. A home under renovation should be exempt only for a reasonable amount of time and only with active permits and proof work is being completed. Any boarded up property should be taxes to the maximum allowable and fined at the maximum amounts.

one month ago

Does this really work?

one month ago

Out of town owners should be treated harshly for taking advantage of our community

one month ago

No

one month ago

one month ago

Compliant based system relies on citizens being 1) aware of this tight/opportunity/task 2) aware/able to use the system/steps to use the system. This requires getting that information to citizens using understandable and motivational content, distributed in many different ways and with a frequency over time that's effective. A communication audit of methodologies used now by the City would demonstrate there are many shortcomings. As a result this a VHT complaints based system cannot be as effective as it needs to be because many won't even know about it; most won't know how to use whatever process is established because it will likely be too cumbersome (focus group testing likely won't even be considered); many of those who may be alerted to a compliant based VHT system (10-15% of the population?) will forget in the absence of appropriately timed reminders.
A review of communication practices in other similarly sized and larger municipalities would be enlightening. If even some of the tactics commonly used elsewhere were applied here, a more engaged constituency would result and efforts like VHT would be more successful.

one month ago

If a property owner has VHT and other penalties assessed, will these be passed along to a potential buyer? If so, will this reduce the likelihood that the property can be sold? What is the rationale for not applying VHT to non-profit housing? At what point can a property be offered up for sale due to non-payment of taxes and fines?

one month ago

Keep buying up the vacant properties and turn them into public housing.

one month ago

There are several corporations that own a substantial amount of residential homes here in SSM. I would like to see these companies watched closely. They are shady and will transfer properties to their different corporations to avoid attention. These people are the biggest contributors to our local housing crisis, and must be held to a higher standard.

one month ago

For those trying to rent but charging more than the value and location are worth, yes charge. For those trying to sell with a asking price 20% more than market value yes charge.

one month ago

The vacant houses should be confiscated by the city and sold to local landlords who commit to repairs and occupied on a defined time.

one month ago

There should be a survey based system to determine vacant homes. Organize a task force and discover vacant homes. Also a rent freeze. If you want to solve homelessness, this is a good step, but the real problem is greedy landlords. Guillotine their profitability. The profits of landlords is directly linked to the suffering of homeless people. Every day we continue let the rich profiteer off housing is another we let down our homeless community members.

one month ago

None

one month ago

No

one month ago

Vacant home tax must not be applied to those who have a camp in town.

one month ago

These homes are already being taxed for their upkeep ie cutting the grass and remain vacant eyesores and blights on the community. I have paid a lot of money in taxes to look at homes that need to be torn down and are unlivable.
At what point can these be torn down??? I realise there is a cost to that but I have been looking at a drug house/vacant house for the better part of 5 years. Continues to sit vacant and there is no WAY it will ever be habitable again without a high 6 figure investment.
What are the plans for these homes? The owner obviously has no desire or means to do anything, and the homes continue to literally fall apart. If they're not going to pay these taxes, put the lots up for auction. Shorten the time for this to be rectified.
One of the worst things about living in this city is the sheer amount of these homes in such a concentrated area of downtown.

one month ago

A vacant home tax is good idea, provided it is used primarily for the use it is advertised for.

one month ago

The owners should be charged annually for leaving the homes vacant. If they give the building to the city then we can rehab it and get it back on the market, for a reasonable rent.

one month ago

None

one month ago

No

one month ago

If these are the houses owned by the same people that are not paying the mortgage and/or have fire code violations and/or another noted issues of payment or not following the law; the city should demolish the house and bill the owner. This would keep the homeless and druggies out. Save the tax payers a big fire bill.

one month ago

no

one month ago

I believe it is a necessary tool to reduce the ugly presentation of our beautiful city plus give renters more options about where they live. Having more people living near the downtown core would also help our downtown businesses.

one month ago

Please do it and help clean up this city.

one month ago

No

one month ago

no

one month ago

This city needs help!! When driving downtown, I see many boarded up buildings and I think it's a waste. The housing crisis is so bad right now and so many families are homeless, with the wait list for housing being disgustingly long, we need help! I think this is an amazing initiative to encourage those with boarded up homes and vacant homes to rent them out, move in or move on.

one month ago

I think if this will be implemented, it will help the community in a huge way. The problem of homeless will be less as government can allot some of the houses as shelter.

one month ago

I strongly support this tax. Out-of-town home owners who purchase homes only to let them sit and decay, are keeping people on the streets. These greedy individuals are contributing to the further decay of the social fabric by denying our citizens a place to live. We need to communicate with them in the only way that they'll listen - with taxes, and fines. This will spur the owners to repair these homes so they can be rented and lived in, or to sell them and add housing supply back on the market.

I would further add that if tax exclusions are made for homes undergoing renovations, that there should be a reasonable time limit to those exclusions based upon the extent of the work being done, and a way to apply for extensions.

one month ago

I think this is a great initiative

one month ago

This will do nothing to encourage current landlords to rent out their properties. These are business people and want to make money. If they are preferring to take a loss to keep the units vacant, the City should be focusing their efforts there instead of punishing the already hard pressed landlords.

one month ago

The government has zero business taxing/fining people for property that they own. Renting out your apartments has become a nightmare for landlords and many would rather leave the building vacant than have it used by tenants who destroy the unit and don't pay. It is ridiculous to believe that landlords "choose" not to rent for malicious reasons and that taxing them will help anything. It takes a long period of abuse before the landlord gets to this point. It does not happen overnight. Maybe focus on the "why" the owner is leaving the property vacant and providing incentives to them to help (grants, free permits, etc) instead of punishing them. Also, petition the provincial government to change rules to allow landlords to get irresponsible tenants out in a timely manner to prevent the owners from suffering life destroying debt. The banks do not care if your tenant hasn't paid rent for two years and neither does our City. LTB hearings are scheduled months away and more months to receive an order, if you're lucky. All the while the tenants are not paying and continuing to destroy your property. If City personnel had one single idea of the challenges faced by small landlords, they would throw this tax scheme out.

one month ago

Yes, this should have been done long ago! Let's take care of these irresponsible property owners.

one month ago

No

one month ago

I think this is a great idea. It may help control the amount of properties own by foreign or corporate properties who only use them as a tax write off and force the hand to make use of the property legally.

one month ago

No

one month ago

Do better.

one month ago

This would be very helpful to the housing supply issue in the Sault, a conflict of interest should be noted to any folks on committee that own multiple properties.

one month ago

If someone submits a false declaration or falsely claims an exception, how is the city going to police it? What mechanisms will be in place to determine whether a declaration is true or not?

one month ago

It's about time something is done about the blight in our, once beautiful, city!!!

one month ago

This will help but we also need new homes.

one month ago

This is a good idea

one month ago

N/A

one month ago

Any homes boarded up should automatically be assessed the Vacant Home Tax unless the owner can verify in writing to the City a date that the property will be repaired and the boards removed and property listed for rent.

one month ago

No

one month ago

.

one month ago

The sooner the better!

one month ago

I would hope that if the VHT isn't paid, and after a specified period of time, the City can take over the property and sell it to someone (with legally binding conditions) who wants to renovate it for personal use or turn it into an affordable rental property . My only caution is that the City not discourage legitimate out-of-town buyers from moving, making their homes here and contributing to our community and economy. Would also like to see a by-law with some real teeth on property standards/appearance with shorter turn-around times to clean up and/or repair and make decent their properties. If not done, start fining people and as a last resort take them to court getting an enforceable order to fix up or lose it. I have no difficulty with taxing heavily, the derelict owners. They have no vested interest in our City and nor do they care about how poorly the appearance of their properties reflect on our community nor how it hurts our economy. It's high time we improve our image and the image we project both within our City and to those outside our wonderful community. Its time for change. Time for building up not building down.

one month ago

People should be able to report these vacant homes anonymously

one month ago

The amount of vacant houses in Sault Ste. Marie is ridiculous

one month ago

The amount of vacant houses in Sault Ste. Marie is ridiculous.

one month ago

A fantastic plan!

one month ago

keep talking about Looking in to look around tax money just sitting there could find 20 a day no problem

one month ago

A consider a tiered tax system— 5% for local owners, 10% for out of town owners. This might help deter the bad landlords from keeping their properties vacant and not open to selling to renovate and house someone.

one month ago

Be satisfied with property taxes already being paid. Otherwise this is just a money grab

one month ago

VHT won't combat the housing crisis the lowering of rents will

one month ago

Owners need to be held accountable for their property. I maintain my yard and house. If my yard was extremely unkempt someone could call the city and I could be fined if not cleaned up etc. It seems as thought a vacant property there is no recourse for those owners. Just because I live in my house verses someone owning a bunch I'd property but not living in it should not be treated differently. A vacant home tax is the same recourse as a fine if I did keep my property clean.

one month ago

If this is going to be instituted, the city must ensure that it will deal with every case in the same way. I believe media release posts from the city should be part of the bylaw ensuring that members of the public are made aware of properties that have been fined to allow the public to see that the process is being taken seriously and to see if owners actually take any action to either a) sell the properties or b) fix them up and rent them. It would also allow the complainants to know that their complaints are being followed up on and investigated. I also believe that homes that refuse to pay the fines or taxes should be put on the end of the year unpaid taxes block and actually auctioned off and city council should be updated on these matters regularly at monthly council meetings to discuss how the process is either working or not working to ensure bylaws are updated to allow the processes to flow smoother. Learn from the issues that other cities who have instituted these taxes are having.

one month ago

Just do it or take ownership of these homes enough is enough

one month ago

no

one month ago

I think this is really important in stopping those shady investors from out of town buying up dozens of properties and then selectively putting them up for rent after being vacant for months or years just to drive up rental costs.

one month ago

Just that I hope this vacant home tax actually happens and helps with the need for homes

one month ago

No but I think it’s a great idea

one month ago

These empty houses that are left to rot are a disgrace to our city. Tear them down make the home over pay.

one month ago

It needs to be done to deter homes from sitting empty there are two on my street and it’s an eyesore

one month ago

The tax amount should have a variance depending on the amount of time vacant.

one month ago

.

one month ago

nope

one month ago

If I'm the neighbour who is issuing the complaint regarding the vacant property , is my name or any information revealed ? Can I submit anonymously? Am I issued a case number to do follow-ups ? Just to add, every year I call the bylaw officer for unkept yards ? Same three homes on my street ? Why aren't these homes flagged ? Why do I have to call yearly and numerous times when the grass , trees and shrubs are overgrown again ? One for sure has been vacant for years ,one is an occupied rental and one is just lacy…lol…good idea and thanks for keeping your community informed !

one month ago

N/A

one month ago

There needs to be accountability for these empty properties just as there needs to be taxes paid on delinquent buildings owned by out of town owners. I'm tired of my taxes going up and these people get away with this

one month ago

They should also be held accountable if they leave the building derelict - there are too many in town.

one month ago

Na

one month ago

No. Agree with everything!

one month ago

To be honest, while I see value in this, I think we need to be realistic here and limit out of town "investors". This would limit the amount of garbage rentals who don't keep up with regulations and allow others who are trying to lift themselves up an opportunity to purchase their first home. In addition, I think the city and the province needs to do more in regards to have rents lowered. Apartments the size of the of a manors master bedroom, less than 400 square ft should not cost in excess 1000$+

one month ago

Great idea!

one month ago

We need it

one month ago

No

one month ago

I support this initiative fully!

one month ago

I think this is a great initiative. I do wonder who is going to look after this program and what the approach is to go after people that do not pay this tax. Also, if a property is continually listed as 'for rent', how long does it get to be listed for before it is considered a fraudulent listing and then subject to this tax?

one month ago

N/a

one month ago

I am very supportive of this idea! I believe it will truly help with our current housing crisis!

one month ago

Try to make it more clear to the conservatives that property tax affects the owner of the property & not everybody in the city. They refuse to read before getting mad at the word tax

one month ago

.

one month ago

We need an initiative that will also remove condemned properties in our downtown sector. The city has made plans on waterfront and city hubs but has failed to address abondoned property

one month ago

This is a great example of government overreach on a problem caused by other levels of government. Homeowners are not responsible for the solution.

one month ago

I think this is long overdue. I also think the complaint based approach should also be accompanied by something more systematic, like reporting during annual smoke detector inspections.

one month ago

Completely support max taxes and fines for investors sitting on empty properties.

one month ago

Don’t do it. Build more housing.

one month ago

N/a

one month ago

Happy to see this

one month ago

Should also be extra fines if the vacant home is also a derelict home

one month ago

No

one month ago

I want to see the fine to be used toward first and last rent if the vacant property is offered to a low income rental or type of subsidy program like aboriginal housing or the dssab

one month ago

.

one month ago

As someone who has 2 vacant properties constantly beside them I think it's good idea to help get them rented out. Not to mention all the eyesores on wellington by the tech and the squatters in the buildings

one month ago

I think if they are boarded up and not trying to repair or rent. But assuming they are the slumlords that already don't pay their bills then I don't think they will pay a fine

one month ago

NA

one month ago

This seems like a great step in addressing affordable housing in the Sault

one month ago

In the event a tenant dies, or is hospitalized, or for any other reason vacant, there should be a time limit before the VHT kicks in.

one month ago

I'm happy to see that the city is finally taking action on this. I fully support taxation to the fullest extent, in order to make our housing market accessible again.

one month ago

Not sure if complaint system is the only way. It is obvious in many circumstances that buildings are vacant(boarded up) that the city should be able to act on without a cotizen complaint.

one month ago

Our city needs to try harder to maintain it's beauty and to truly become a tourist city! Properties need to be maintained! Rodents multiply and cause problems to adjacent properties.

one month ago

Run down vacant properties and empty unkempt lots in the city should definitely be fined or taxed. There is a risk of rodents multiplying in abandoned properties and causing problems to adjacent properties! We need to beautify our city EVEN MORE as we have been trying to be a tourist city for years!!!! We don't come close enough to communities in the nearby States! Everything is pristine!

one month ago

No

one month ago

Can't think of anything at this time

one month ago

No

one month ago

No

one month ago

Should include completely empty apartment buildings.

one month ago

Make it as unattractive as possible to keep property vacant for the express purpose of people price gouging others. It should be more attractive to lower rent than let the property sit.
Take it one step further and have oversight on unsafe or u habitable properties that scummy landlords try to rent

one month ago

Vacant and abandoned homes will be handed over to the state, which can auction them off to low-income people or people buying their first home.

one month ago

No

one month ago

Ban air BNB and tax vacant lots to help our own citizens living in our city. Do not grant exemptions to vacant properties being sold or nobody renting as it artificially keeps the values up and just gives an easy loophole to avoid the tax

one month ago

I think this approach is a very good start to dealing with housing shortages and affordability- the less people we have purchasing property as a means of investment and quick cash-ins as landlords who do not maintain their property, the better it is for the people of SSM. I personally believe that these taxes should be even higher to further incentivize these property owners to either sell or fix their property so that it can be occupied by those who need it. I would also personally welcome some kind of measure that ensures that the owners of these properties who end up fixing the place up for renters maintain that upkeep and do not let the buildings fall into states of disrepair; I would also support some kind of control in terms of what these owners can charge on these properties for rent, like a demerit point system for bad property owners. I'm not sure if that is within the realm of the city, but I think that taxing is a very good start. Anything that protects potential renters and opens up space for our unhoused population is a fantastic start.

one month ago

No ty.

one month ago

No

one month ago

No

one month ago

None

one month ago

N9

one month ago

It should be structured that a snowbird's primary residence are not categorized as vacant

one month ago

Properties shouldn't be left vacant on a long-term basis

one month ago

No

one month ago

Any efforts to keep property owners accountable and make a dent in the housing crisis is welcomed. We are paying above market rent and yet our property owner will not make needed repairs. For us to move to another rental unit is too costly. So we live with damp conditions and a leaking roof.

one month ago

No

one month ago

no

one month ago

If the property is vacant due to renovations and proper permits were obtained, there should be a defined time limit in work should not be going on for years and proof must be given that the property is uninhabitable during that time

one month ago

I feel this tax is fair.

one month ago

I think it's a great idea!

one month ago

Are the other ways to track whether homes are vacant aside from a complaint based approach? Would be interested in seeing that. Are there also the same taxation being applied to commercial spaces (i.e., on Queen street where buildings are owned by owners outside of SSM and who are not caring / maintaining / utilizing their space which leads to the downtown looking more run down and leading to increased crime rates and higher use of city $ (i.e., due to fires/theft/complaints).

one month ago

Tax should apply to the out of town owners.

one month ago

In the cases where someone has passed or had to be moved to a home or something of that nature. People will take advantage of this if there is an exemption for it. I think even on these cases there should be a limit over 6 months that something has to be done with the vacant property. Some kind of progress has to be happening. Listing a property for rent is not an excuse or else people that want to keep the property vacant will just list for rent at a ridiculous price to keep it vacant

one month ago

The above exemptions should be allowed if they are reasonably working toward having the property occupied - sale, renovation etc.

one month ago

No

one month ago

n/a

one month ago

Written submissions on the proposed Vacant Home Tax (VHT) Framework

Introduction

1. Thank you for the opportunity to provide comments on the VHT Framework.

2. The Algoma Community Legal Clinic provides legal services to Sault Ste. Marie's most vulnerable community members. Our objective is to ensure safe and secure housing for these vulnerable tenants. We have noticed the vacancy issue impacting our clients over time resulting in an increased homelessness or displacement from their homes.

3. The VHT is a good step forward to decreasing the number of empty rental units in the City and increase affordable housing options; however, we have recommendations, as we would like to see this initiative succeed.

3% Tax Rate

4. We believe the 3% tax rate is a good rate to incentivize property owners to utilize the vacant properties or sell to someone who will. It is our position the City should observe the tax's impact on housing availability over time before making adjustments. If housing shortages persist, the City should consider gradually increasing the tax rate to 5%.

Revenue Recommendations

5. The draft framework makes no mention of where the City intends to funnel the revenue. While generating revenue is not the intent of this tax, it likely will and it is our position that the City follow the direction of other Municipalities as described below and use the revenue to fund affordable housing initiatives. Doing so will improve the lives of our most vulnerable members of the community.

6. One recommended program that would benefit is the Housing Stability Bank, which provides emergency funds to prevent evictions. Another recommendation is the revenue be directed to housing service managers like DSSAB or OAHS to assist with initial funding to build Multi-Tenant Houses (MTHs). This could be used in combination with the Community Improvement Plan's Tax Increment Equivalent Grant (TIEG) Program.

7. As part of Toronto's HousingTO Action Plan, they have created a framework for MTHs [1]. MTHs are an important part of the affordable rental housing market and provide single-room accommodation to diverse communities, including students, seniors, new immigrants and low/moderate income residents. In the City of Toronto, MTHs offer the most affordable form of housing typography in the private rental housing market, with rents on average ranging between $400 - $700 where the average cost of a bachelor's apartment is $1400. [2]

Other recommendations that other Municipalities have used

8. **Toronto**

   The revenue generated from the tax is earmarked for affordable housing initiatives, such as the Multi-Unit Residential Acquisitions (MURA) program.[3] MURA aims to preserve at-risk rental housing by acquiring private market units and concerting them into permanently affordable homes under non-profit management, which could have a lasting impact on housing affordability in the city.

---

[1] City of Toronto "New Framework for Multi-Tenant (Rooming) Houses", online (website): https://www.toronto.ca/community-people/housing-shelter/multi-tenant-rooming-houses/new-framework-for-multi-tenant-rooming-houses/

[2] York Non-Profit Housing Society Co-operative "What are Multi-Tenant Houses?", online (website): https://www.yorkcoop.org/education/multi-tenant-housing-101/what-are-multi-tenant-houses

[3] City of Toronto "*Multi-Unit Residential Acquision Program*" (2024), online (website):https://www.toronto.ca

9. **Vancouver**

   Since its inception in 2017, the Empty Home Tax has generated over $115.3 million in net revenue, which has been allocated to various affordable housing initiatives in Vancouver. One such program was their Community Housing Incentive Program (CHIP), which provides non-profit housing providers with capital grants towards the development of new social housing projects in Vancouver. These grants help offset construction costs to deliver projects at a deeper level of affordability and aim to put nonprofit and co-op housing providers in a strong position to attract other funds to deliver their projects, including federal and provincial funding programs.[4]

10. **Windsor**

    The program will run annually, with the net revenue generated from the tax being re-invested into the city's housing initiatives, including those outlined in the Housing Solutions Made for Windsor plan.[5]

Limitations of The Tax

11. While the tax is designed to discourage property vacancies, it is not a comprehensive solution to the broader issues within the housing market. Much of these vacancies are due to both poor management by landlords' and Property Management companies and because they are in such a disrepair state that they are uninhabitable. Other factors that are also contributing our housing issues are aging inventory, supply shortages following the pandemic, and the impact of harsh climate in the north.

---

[4] City of Vancouver "*Empty Home Tax Annual Report" (*November 1 2023), online (website):> https://vancouver.ca/files/cov/empty-homes-tax-annual-report-2023.pdf

[5] City of Windsor "City of Windsor Implements Vacant Home Tax to Boost Housing Supply", online (website): https://www.citywindsor.ca/newsroom/city-of-windsor-implements-vacant-home-tax-to-boost-housing-supply

12. Our City can no longer afford to ignore the fact that many of our unhoused citizens were living in substandard living conditions forcing them to vacate these buildings. Many more are continuing to live in these homes because it is their only option. It is not enough to incentivize owners and investors to rent these vacant buildings. It is important that these homes are utilized and do not sit vacant, but it is equally important that those occupying them live in **a safe home** that is maintained and repaired in accordance with the City's standards. Poor housing conditions have an intense psychological impact on human beings, many of whom are already suffering with poverty, mental illness, substance abuse disorder, parenting issues, and prejudice.

13. It is our position that the city would need to utilize other tools to address the underlying cause of the vacancies such as a Housing Unit License similar to the ones adopted by London[6], Waterloo[7], Hamilton[8], and Brampton[9]. Another tool that may assist would be a Property Management By-Law similar to Ottawa's Rental Housing Property Management By-Law[10] and Toronto's RentSafeTO[11] but designed for both small and large landlords. Toronto's Rent SafeTO licenses large landlords to address the significant impact that displacing dozens of people have on municipal services. It is also a proactive way to ensure that a building does not fall into such disrepair that an Unsafe Order has to be issued resulting in tenants leaving and the building becoming vacant. It includes prevention

---

[6] City of London "Residential rental unit licences", online (website): https://london.ca/by-laws/residential-rental-units-licensing-cp-19
[7] City of Waterloo "Residential rental licences", online (website): https://www.waterloo.ca/en/living/residential-rental-licences.aspx
[8] City of Hamilton "Rental Housing Licensing Pilot Program", online (website): https://www.hamilton.ca/build-invest-grow/starting-small-business/business-licences/rental-housing-licensing-pilot-program
[9] City of Brampton "Residential Rental Licensing", online (website): https://www.brampton.ca/EN/Business/Licensing/Residential-Rental-Licensing
[10] City of Ottawa "Rental Housing Property Management (By-law No. 2020-255)", online (website): https://ottawa.ca/en/living-ottawa/laws-licences-and-permits/laws/laws-z/rental-housing-property-management-law-no-2020-255
[11] City of Toronto "RentSafeTO: Apartment Building Standards Program", online (website): https://www.toronto.ca/wp-content/uploads/2024/03/9752-Building-Owner-Handbook2024-FINAL.pdf

measures rather than having the City incur legal costs to pursue the property owner after the fact.

Exemptions:

14. We propose the following suggestions to the listed exemptions to ensure they are not used as a loophole to avoid the tax.

    a. A residential property that has been listed for rent and unoccupied during this time.
        i. We suggest a reasonable time limit the property is listed for rent. For example 2 months.

    b. A residential property that is undergoing renovations and has the appropriate building permits.
        i. We suggest a reasonable time limit or deadline. They must provide evidence to support they are putting in an effort to have the renovations done within a reasonable time frame. Also, deadlines to submit applications for the permits but not to actually obtain the permit, in the event there are delays with the city in issuing the permits.

    c. A residential property that has been listed for sale and unoccupied during this time.
        i. We suggest there should be a time limit or must provide evidence they have not received any reasonable offer's to purchase.

Conclusion

15. In conclusion, the introduction of a VHT in Salt Ste. Marie is undeniably a step toward addressing the City's pressing housing challenges; however, it is important to recognize the limits of what the policy can achieve. For it to be truly

successful, the City will need to address the underlying causes that resulted in the vacancies in the first place and implement other measures to work in combination with the VHT.

Rachel Tyczinski

Subject: FW: City considers enacting Vacant Home Tax which will not tax vacant Short Term Housing

Dear Mayor and Council, Oct 21, 2024

Contrary to popular belief, Vacant housing units are not just empty, boarded up, derelict properties owned by out of town investors.

Your house or rental property will be declared Vacant if you don't live there for at least 183 days of the year. (Primary Residence Exemption)

More controversially, a Short Term Rental (STR) property will also be declared Vacant if it is not occupied for at least 100 days of the year (i.e. empty for up to 265 days of the year - sounds vacant to me?). (registered Short Term Rental Exemption)

Don't worry about your camps and cottages if you're lucky enough to have one. Cottage properties will never be declared Vacant in the Vacant Home Tax (VHT) even if they're a Short Term Rental, so rest easy Vrbo and AirBnB cottage renters. You're okay for now Vacancy-wise. (Seasonal Residence Exemption)

City Council will be considering enacting a Vacant Home Tax By-law at the Oct 21, 2024 City Council meeting which, amongst other things, includes the defining of twelve(12) VHT Exemptions, nine or ten of which were recommended by the Province to all municipalities, and the other two or three being created and recommended by our local Vacant Housing Tax Working Group (VHTWG) to help improve local housing conditions for Saultites.

"The goal of the VHT is to encourage all property owners, regardless of their location, to rent out, sell, or occupy their empty units [to Saultites]*"*, according to tonight's VHT staff report to Council.

So why is staff recommending giving STRs up to 265 days of emptiness (vacancy) each year without being taxed when the rest of us only get 183 days?

Well, STRs don't create more Residential housing units, so that's not the reason for the Exemption.

And STRs use scarce, valuable existing Residential housing units in the Sault to provide people passing through the Sault short term accommodation which would otherwise be available for Saultites to buy or rent, so that's not the reason for the Exemption.

And this 100 day (275 day vacant) STR Exemption will generate less VHT revenue than would otherwise be the case if the STR Exemption was its originally Draft VHT advertised, and publicly supported, 183 days, which VHT revenue will *"be used for purposes of housing-related programs, projects and initiatives, such as the Housing Community Improvement Plan (CIP)"* (as stated in the staff report to Council) for Residential Saultite housing during this Housing crunch, so that's not the reason for this STR 100 day Exemption either.

So what is the VHTWG's reason for this STR Exemption which will supposedly help to improve local housing conditions for Saultites?

Anybody?

Why have these STRs, who are Residential Taxpayers like the rest of us, been given an extra 83 days to keep their housing units empty?

The simple answer is, STRs shouldn't be given an extra 83 days.

The STR Exemption should be exactly the same as the rest of ours - 183 days. Exactly like it was listed in the Draft VHT put forward by the VHTWG for public input, and which was seen and commented on, and supported without exception, by the public in the Online VHT Survey, and at the VHT Open House, and through VHT emails to the VHTWG. There were no public comments against the Draft 183 day STR Exemption. Check the comments in the VHT staff report to Council in the Oct 21, 2024 Agenda.

The Draft STR Exemption of 183 days should, therefore, be reinstated by City Council in the Final VHT framework.

By the way, the best case scenario of this publicly supported STR Exemption of 183 days is that STR owners (businesses) will rent out their STRs to local Saultites at potentially discounted rates to achieve the 183 day occupancy requirement if they are running a little short of the 183 days in any given year. That, in order to avoid paying the VHT which will then give STR owners extra revenue, and give locals more short term and potentially more affordable shelter (during the STR offseason(s)), and the City more revenue through the Municipal Accommodation Tax (STRs must pay the MAT to the City every month).

A win-win-win!

Don't get me wrong, STRs are a good little source of income for people who rent out their Principal Residence when they're away, or their Seasonal Properties as a full-time cottage rental business, or as a family cottage side-hustle when families aren't using the cottage.

But that's not what I'm talking about.

As I said, Primary Residences, and cottages are Exempt from our recommended VHT already, even if they are STRs.

I had the opportunity to correspond with someone from the VHTWG on Fri Oct 18, 2024 about the surprise 100 day change to the STR Exemption, and they told me this STR Exemption was changed from the publicly supported Draft 183 day Exemption because, *"selection of 100 days for a licensed STR is similar to the approach taken in the City of Ottawa for licensed cottages".*

An Ottawa Cottage STR Exemption (read Requirement to rent STR Cottages in Ottawa's Rural Area for at least 100 days of the year) should not be used for our STRs who use scare Residential units to run Short Term Rental full-time and part-time businesses throughout the City of Sault Ste. Marie. As the a Dec 4 2024 Financial Post Article about how poorly regulated STRs are a small but significant cause of the Canada-wide Housing and Rental Affordability Crisis. (https://financialpost.com/real-estate/short-term-rentals-adding-canada-housing-crisis), please, City Council, don't expose Saultites to this poor STR

regulation (VHT 100 day Exemption) which will worsen the Housing and Affordability Crisis in the Sault Ste. Marie.

Plain and simple, the new, out of the blue, 100 Day STR Exemption makes no sense in the Sault's VHT.

In the words of the VHT staff report to Council, *"the City is facing significant housing supply and affordability issues. It is crucial to discourage investors [including STR investors] from leaving homes vacant, as this exacerbates housing shortages, drives up rents, and makes it harder for residents to find affordable housing."*

For goodness sake, City Council, and for our community's dire need of affordable residential housing units, please reinstate the publicly supported Draft 183 day STR Exemption in the Final VHT framework.

Help make our registered STR owners part of the solution to our Housing Crisis rather than making them part of the problem.

Sincerely,
Mark Brown

Downtown Association
Business Improvement Area
496 Queen Street East
Sault Ste. Marie, ON P6A 1Z8
www.saultdowntown.com
705-942-2919 | info@saultdowntown.com

October 21, 2024

RE: 10-21-2024 Sault Ste. Marie City Council Meeting - Agenda Item 9.1 - Downtown Business Improvement Area

Mayor Shoemaker and Members of City Council,

I am writing on behalf of the Sault Ste. Marie Downtown Association, a member-funded group of dedicated business and property owners committed to enhancing our downtown community. Our vision has been and continues to be, to develop this area into a vibrant and diverse neighbourhood for the enjoyment of residents and visitors alike.

The partnership we have fostered with the City is very important to us. We firmly believe that through collaboration, we can achieve far greater outcomes than either the Association or the City could accomplish independently. Our collective efforts not only strengthen our community but also enhance the overall economic vitality of our downtown area.

A significant milestone in our partnership was our joint investment in the Roger Brooks-Destination Development project, which allowed us to begin realizing the true potential of what we can accomplish together in making downtown a destination for the entire community. While the momentum generated from this initiative was hindered by the challenges of the pandemic, we are optimistic that we can regain lost ground and reignite our collaborative efforts.

We look forward to the opportunity to contribute to the upcoming report and are confident that together, we can chart a path forward that sustains our members' investments and ensures they continue to have a direct role in enhancing the community where they have invested their livelihoods.

Thank you for your recognition of the downtown as a vital component to the health of our community. We are eager to work alongside the city to bring our shared vision to fruition.

Sincerely,

Kristi Cistaro
Executive Board Member, Treasurer
Sault Ste. Marie Downtown Association
kcistaro@gmail.com

Sault Trails Advocacy Committee
Sault Ste. Marie, Ontario

October 15, 2024

Mayor Matthew Shoemaker,
Members of Sault Ste. Marie City Council,
City of Sault Ste. Marie,
99 Foster Drive,
Sault Ste. Marie, Ontario,
P6A 5X6.

Good day Mayor Shoemaker and Members of City Council,

I am writing to you today on behalf of STAC, the Sault Trails Advocacy Committee, regarding the Ontario Progressive Conservative government's plan to table legislation this month to restrict the construction of new bike lanes in Ontario and limit where and how municipalities can build new bike lanes.

Research from around the world has shown that bike lanes separated from cars are good for the safety of cyclists, pedestrians and motorists as well as helping the environment. Our new Soo Moves Active Transportation Master Plan, expected to be presented to Council before year end for approval, is designed to make our city more comfortable, more accessible and more convenient for people who walk, bike and wheel to get around. The goals are to enhance safety and accessibility, educate and encourage adoption of active transportation, create connectivity and ensure transportation equity. Communities in our province must not be restricted in how their active transportation infrastructure is designed and implemented.

We ask that a resolution be prepared for the agenda at the upcoming Council meeting on October 21, 2024 for approval clearly stating Sault Ste. Marie's objection to this legislation and a letter be written to the Premier and our MPP, Ross Romano to communicate our opposition to this attempt to override municipal authority in our quest to improve our transportation infrastructure and choices.

Thank you.

Donna Hilsinger

Donna Hilsinger, Chair
Sault Trails Advocacy Committee

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-145

AGREEMENT: A by-law to authorize the execution of the Extension Agreement between the City and The Corporation of the Town of Bruce Mines to extend the plans examination and building inspection services agreement.

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 Extension Agreement dated September 26, 2024 between the City and The Corporation of the Town of Bruce Mines, a copy of which is attached as Schedule "A" hereto. This Extension Agreement is to extend the plans examination and building inspection services agreement.

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 21st day of October, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-145 Bruce Mines Building Division extension.docx

THIS EXTENSION AGREEMENT (the "**Extension Agreement**") made on the 26th day of September, 2024.

BETWEEN:

THE CORPORATION OF THE TOWN OF BRUCE MINES

(herein after referred to as the "**Town**")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein after referred to as the "**City**")

WHEREAS the City and Town entered into an Agreement made the 19th day of May, 2020 for the City to provide plans examination and building inspection services to the Town, which are limited to the completion of a "Project" within the Town, a copy of which Agreement is appended as Schedule "A" hereto;

AND WHEREAS the Agreement has a term of four (4) years commencing May 19, 2020 to May 18, 2024;

AND WHEREAS the Town has requested an extension of the term of the Agreement to December 31, 2024 under the same terms and conditions, and the City is agreeable to same;

NOW THEREFORE, in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

1. **EXTENDED TERM**

The Parties hereto acknowledge and agree that the term in the Agreement shall hereby extend for a period of six (6) months, commencing May 19, 2024 and ending December 31, 2024 (the "Extended Term").

2. **TERMS AND CONDITIONS**

The Parties hereto acknowledge and agree that all of the terms and conditions as set out in the Agreement, with the exception of the new Extended Term detailed herein shall apply to this Extension Agreement.

IN WITNESS WHEREOF the parties have executed this Extension Agreement to be effective as of the date first above written.

THE CORPORATION OF THE TOWN OF BRUCE MINES

BY: _____
NAME: **LORY PATTERI**
TITLE: **MAYOR**

BY: _____
NAME: **JUDY DAVIS**
TITLE: **MUNICIPAL ADMINISTRATOR**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY: _____
NAME: **MATTHEW SHOEMAKER**
TITLE: **MAYOR**

BY: _____
NAME: **RACHEL TYCZINKI**
TITLE: **CITY CLERK**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-146

ENGINEERING: A by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. for East End Wastewater Treatment Plant Settlement Mitigation Design.

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 September 09, 2024 between the City and TULLOCH Engineering Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is for East End Wastewater Treatment Plant Settlement Mitigation Design.

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 21st day of October, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-146 East End Wastewater Treatment Plant Settlement Mitigation Design.docx

Schedule "A"

Association of Consulting Engineering Companies | Ontario (ACEC-Ontario) in partnership with the Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT FOR *PROFESSIONAL CONSULTING SERVICES*

2020
(VERSION 3.1)

The Corporation of the City of Sault Ste. Marie – East End Wastewater Treatment Plant Settlement Mitigation

Table of Contents

DEFINITIONS 4

ARTICLE 1 - GENERAL CONDITIONS 5

ARTICLE 2 – SERVICES TO BE PROVIDED 12

ARTICLE 3 - FEES AND DISBURSEMENTS 13

ARTICLE 4 – FORM OF AGREEMENT 17

ARTICLE 5 – SCHEDULES 18

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be reproduced and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

Dated the 9 day of September 20 24

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

TULLOCH Engineering Inc.

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Undertake the design and construction of measures to mitigate settlement of the primary clarifiers and bioreactor at the East End Wastewater Treatment Plant in Sault Ste. Marie, Ontario.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional Services in connection therewith.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be reproduced and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

DEFINITIONS

1. **Client**
   Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

2. **Engineer**
   Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

3. **Municipal Engineers Association (MEA)**
   MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario

4. **Association of Consulting Engineering Companies | Ontario (ACEC-Ontario)** shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

5. **Order of Precedence**:
   i. Standard Agreement
   ii. Schedule A: Supplementary Conditions to the Standard Agreement
   iii. Schedule B: Addenda to the Request for Proposals (RFP)
   iv. Schedule C: Request for Proposal (RFP)
   v. Schedule D: Proposal submission document(s) from the Engineer
   vi. Schedule E: Other

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be reproduced and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) for the Project under the general direction and control of the Client.

1.2 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.3 Staff and Methods

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 Drawings and Documents

Subject to Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. Subject to Article 1.5, the Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his/her Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 Records and Audit

a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be reproduced and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

1.8 Delays

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 Suspension or Termination

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his/her Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is an individual and deceases before his/her Services have been completed, this Agreement shall terminate as of the date of his/her death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 Indemnification

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable resulting from the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of his/her Services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) or (b), or whichever is applicable to the claim or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) Comprehensive General Liability and Automobile Insurance

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be reproduced and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

The Insurance Coverage shall be $ **5,000,000.00** per occurrence and in the aggregate for general liability and $ **2,000,000.00** for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance
The Insurance Coverage shall be in the amount of $ **2,000,000.00** per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage
If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 Force Majeure

The Client agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 Contracting for Construction

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

1.14 Assignment

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be used, copied and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of **5** % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him/her, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentially, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 Dispute Resolution

1) Negotiation

   a) In the event a matter of difference between the Engineer and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.

   b) The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be used, copied and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

c) In the event of failure by the Engineer and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

a) The Engineer and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
e) All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
   i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act, 1991, S.O. 1991, C. 17.
   ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
   iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
   iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991.*
   v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be reproduced and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act,* R.S.O. 1990, c.C-43.

4) Adjudication

a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act*, R.S.O. 1990, c. C-30.

b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

1.22 Time

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

a) An estimate of the total fees to be paid for the Services.
b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1(a).
b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be reproduced and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

1.24 Additional Conditions

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be reproduced and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

ARTICLE 2 – SERVICES TO BE PROVIDED

2.1 Services to be provided by Engineer are as detailed in the Engineer's Proposal.

2.2 Services to be provided by Client are as detailed in the Engineer's Proposal.

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be reproduced and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he/she is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).

ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.

iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.

iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.

v. The Cost of the Work shall not include any fees and disbursements due to the Engineer the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment for this agreement

Fees Calculated on a Time Basis with an Upset Limit

Note: If you have multiple bases of payment please select "Applies" in the appropriate sections below. If one basis of payment applies, be sure it is the only option selected.

3.2.1 Fees Calculated on a Percentage of Cost Basis

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be reproduced and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

3.2.2 Fees Calculated on a Time Basis

a) Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as detailed in the Engineer's proposal.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

b) Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Upset Cost Limit

(a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.

(b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of **5** % for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.

(c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of $ **590,799.00** plus, applicable taxes made up as follows:

(i) $590,799.00 plus, applicable taxes for Core Services as described in Schedule A; and,

(ii) $ **0.00** plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.

(d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.

(e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of **5** %, for all expenses and disbursements properly incurred by the Engineer in connection with the project.

3.2.5 Lump Sum Basis

a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive or labour, disbursements and reimbursable expenses.

b) Monthly progress invoices will be based on the percentage of project completed or

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be reproduced and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

milestone achieved as detailed in the RFP.

c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis **Applies**

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month.

3.3.2 Fees Calculated on a Percentage of Cost Basis **Does Not Apply**

a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced.

b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his/her fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within _____ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the _____ months will be undertaken on a time basis.

d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his/her fee on the basis of the actual Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be freely copied and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

3.3.3 Lump Sum **Does Not Apply**

Based on a milestone basis as per the Engineer's proposal.

3.3.4 Invoices Generally

a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

(1) The Engineer's name and address;
(2) The date of the invoice and the period during which invoiced Services were supplied;
(3) Information identifying the Agreement under which Services were supplied;
(4) A description of the services supplied;
(5) The amount payable for the services supplied , and a statement that payment is due upon receipt;
(6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
(7) The following additional information (if any):

b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

3.3.5 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of **12%** per annum.

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be reproduced and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: TULLOCH Engineering Inc.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This_____Day of_____, 20____

Signature		Signature	
Name	Larry Jackson, P.Eng.	Name	
Title	General Manager of Engineering	Title	

CLIENT: The Corporation of the City of Sault Ste. Marie

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This_____Day of_____, 20 ____

Signature		Signature	
Name	Matthew Shoemaker	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be reproduced and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents ifrequired.

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

	Attached
Schedule A: Supplementary Conditions – attached OR not used	X
Schedule B: Addenda – attached OR not used	
Schedule C: Scope of Services – RFP attached OR not used	
Schedule D: Proposal from engineer – attached OR not used	X
Schedule E: Other	

NOTE: Attach all appropriate schedule documents as indicated (**X**).

Version3.1 © Copyright 2020 by ACEC-Ontario & MEA. All rights reserved. This material may be used, copied and distributed subject to inclusion of this copyright notice. Although every precaution has been taken to verify the accuracy of the information contained herein, the author and publisher assume no responsibility for any errors or omissions. No liability is assumed for damages that may result from the use of information contained within. The standard agreement cannot be changed except through supplementary conditions.

Schedule A – Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the "Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)" - "Client/Engineer Agreement for Professional Consulting Services 2020 (Version 3.1)"

Option A *(The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.10 Indemnification"** and "**1.11 Insurance"** in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

(a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and

(b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("**CGL**") insurance must include the City as an Additional Insured, with limits of not less than five million dollars ($5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of

Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars ($2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

~~**Option B** *(The following language to be used if the work involves any excavating, digging, drilling, core sample removal etc., and the Engineer is performing that work themselves (rather than a separate contract for those tasks):*~~

~~Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.~~

~~Remove sections "**1.10 Indemnification**" and "**1.11 Insurance**" in their entirety and replace with the following:~~

~~**1.10 Indemnification**~~

~~The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:~~

~~(a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and~~

~~(b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,~~

~~provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.~~

~~1.11~~ ~~Insurance~~

~~Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.~~

~~Commercial General Liability Insurance~~

~~Commercial General Liability ("**CGL**") insurance must include the City as an Additional Insured, with limits of not less than five million dollars ($5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement. Sudden and Accidental pollution coverage with limits of not less than two million dollars ($2,000,000) per occurrence (can also be provided under a separate Environmental Impairment or Pollution policy).~~

~~Automobile Liability Insurance~~

~~Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.~~

~~Professional Liability Insurance~~

~~Professional Liability Insurance coverage must have limits of not less than two million dollars ($2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.~~

~~The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.~~

~~Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.~~

~~All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.~~

~~**Additional Insurance considerations**:~~

~~If the work involves any technology or IT aspects, Cyber coverage may be warranted – please forward these to Legal for review.~~

~~If any subconsultant is to be engaged (once approved by the City as per section 1.17) they will be required to place the same insurance coverages as outlined in section 1.11~~

August 20, 2024
P24350-166

The City of Sault Ste. Marie
Engineering Department
99 Foster Drive – 5th Floor
Sault Ste. Marie ON P6A 5X6

Attn: Catherine Taddo
Manager, Development and Environmental Engineering

Re: Proposal for Engineering Services
East End Wastewater Treatment Plant Settlement Mitigation Design

Dear Ms. Taddo,

TULLOCH is pleased to submit the enclosed proposal for the above-mentioned project. For this project, we have assembled a highly qualified and motivated team comprised of individuals containing significant experience with the City of Sault Ste. Marie and this specific project.

We thank you in advance for your consideration. We trust the information presented within will be of sufficient detail and complete. Should you require elaboration or clarification with respect to the information presented, please feel free to contact the undersigned at your convenience.

Sincerely yours,

Larry Jackson, P. Eng.
General Manager of Engineering

Encl.

The City of Sault Ste Marie

Proposal for Engineering Services
East End Wastewater Treatment Plant
Settlement Mitigation Design

August 2024
P24350-166

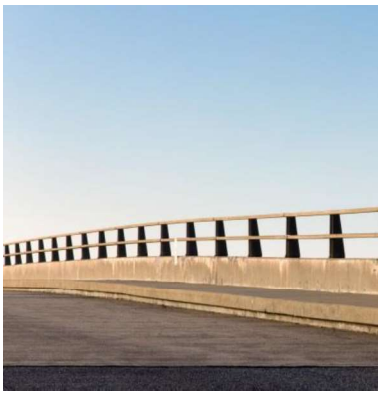


TABLE OF CONTENTS

1. Background Information 1
   1.1 Corporate Profile 1
   1.2 TULLOCH Advantage 1
2. Project Understanding / Scope of Work 2
   2.1 Project Understanding 2
3. Team and Key Personnel Qualifications 2
   3.1 Organizational Chart 3
   3.2 Staff Biographies 3
4. Relevant Project Experience 5
   4.1 Relevant Project Examples 5
5. Proposed Approach 5
   5.1 Phase 1 - Project Initiation and Preliminary Design 6
      5.1.1 Project Initiation and Agreement for Services 6
      5.1.2 Assemble and Review Background Information 6
      5.1.3 Project Initiation Meeting and Field Review 6
      5.1.4 Supplemental Topographic Survey 6
      5.1.5 Establish Design Criteria 6
      5.1.6 Development of Base Drawings 7
      5.1.7 Excess Soils Screening and Report 7
      5.1.8 Develop Preliminary Design Concepts and Class C Cost Estimate 7
      5.1.9 Preliminary (30%) Design Report 7
   5.2 Phase 2 - Detailed Design of a Secondary (Back-up) Effluent Pipe from the Primary Clarifier to the Bioreactor 7
      5.2.1 Review Original Design of Tanks 7
      5.2.2 Hydraulic Review 8
      5.2.3 Detailed Design of By-Pass Pipe and Associated Work. 8
      5.2.4 Detailed Design of Pipe to Tank Connections 8
      5.2.5 Selection of Equipment/Valves and Products 8
      5.2.6 Preparation of Specifications 8
      5.2.7 ECA Approval Applications 8
      5.2.8 Cost Estimate 8
      5.2.9 Design Meetings 9

5.3 Phase 3 - Detailed Design of Settlement Mitigation Measures 9
5.3.1 Review Geotechnical Reports and Development of Design Parameters 9
5.3.2 Develop Short and Long Term Loads 9
5.3.3 Determine Pile Type to Suit Soil and Loading Requirements 9
5.3.4 Reduction of Soil Surcharge Loading and Design of Light Weight Fill Areas 9
5.3.5 Grading Design 10
5.3.6 Detailed Design Drawings 10
5.3.7 Preparation of Specifications 10
5.3.8 Pre-Tender Cost Estimate 10
5.3.9 Design Meetings 10
5.4 Phase 4 - Detailed Design of Expansion Joint and Crack Repairs 10
5.4.1 Field Review and Inventory of Cracks and Expansion Joints 11
5.4.2 Develop Repair Procedures 11
5.4.3 Detailed Design Drawings and Specifications 11
5.4.4 Cost Estimate 11
5.4.5 Design Meetings 11
5.5 Construction Services 11
5.5.1 Prepare Contract Documents 11
5.5.2 Assistance with Tendering 12
5.5.3 Review of Tenders and Tender Report to Council 12
5.5.4 Project Management, Contract Administration, and Quality Assurance Inspections 12
5.5.5 As-Constructed Drawings 12
5.5.6 Warranty Period Services 12
5.5.7 Materials Testing (Provisional) 12
6. Schedule 13
7. Cost and Fee Estimate 13

LIST OF FIGURES

Figure 3.1: Organizational Chart 3

APPENDICES

Appendix A: Schedule of Prices and Time/Task Matrix

1. BACKGROUND INFORMATION

1.1 Corporate Profile

TULLOCH is a progressive multi-discipline consulting firm providing integrated planning, engineering, surveying, and environmental services throughout Canada. We are the largest consulting engineering firm in Northern Ontario and one of the largest geomatics firms in Eastern Canada.

For over 30 years, TULLOCH has provided practical engineering and survey solutions to the private and public sectors. Our projects range from the country's most complex infrastructure projects to private residential requests. TULLOCH has technical expertise in civil, structural, geomatics, municipal, geotechnical, environmental and transportation engineering.

The strength of TULLOCH lies in our diversity of service offerings and commitment to excellence in what we deliver to our clients and in how we treat our employees. Working in Northern Canada creates unusual and specific challenges. TULLOCH has vast experience dealing with the unpredictable northern climate. Our comprehensive inventory of equipment and depth of expertise is unique in the North, giving us a competitive advantage.

1.2 TULLOCH Advantage

Three factors differentiate TULLOCH and position us as the most suitable firm to complete this assignment. The first is our proximity to the project and familiarity with Northern Ontario. TULLOCH has 8 offices in Northern Ontario, including Timmins, Thunder Bay, Sault Ste. Marie and Sudbury. Using local resources, TULLOCH will execute total project management with high responsiveness.

The second factor differentiating TULLOCH from other engineering firms in Ontario is our vast experience with local municipal infrastructure projects, large scale heavy structural assignments and complex geotechnical solutions. At TULLOCH, our engineers have an abundant combination of design and construction experience related to total project management on infrastructure projects, including environmental investigations and site assessments, geomatic surveys, geotechnical investigations, urbanization options and long-term planning, detailed engineering, tendering, construction inspections, material quality control and contract administration. We design practical, cost-effective, and constructible infrastructure solutions that are specifically tailored to northern communities and the challenges they face.

The third factor setting TULLOCH apart from other firms is our knowledge of this project. Having completed the study determining the extent and root cause of the settlement, coupled with the development of alternative solutions to mitigate the current issue, TULLOCH is ideally situated to continue our work implementing the solution.

2. PROJECT UNDERSTANDING / SCOPE OF WORK

2.1 Project Understanding

Building on the detailed investigation into the root cause of the settlement which is occurring to the Primary Clarifier and the Bioreactor at the City of Sault Ste. Marie's (City) East End Wastewater Treatment Plant (EEWWTP), it is understood the City intends to proceed with the design and construction of mitigation measures to arrest the settlement of the tanks.

During the root cause investigation into the settlement, various alternatives were evaluated with the preferred solution being the installation of piling around the tanks and anchoring the primary clarifier tank and the bioreactor tank to the piles. The preferred solution also included the replacement of fill in the area of the primary clarifier and bioreactor with lightweight fill to reduce the loading on underlying compressible soils. As part of the mitigation measures, repairs to failed expansion joints and concrete crack repairs will also be incorporated into the design and construction tasks. Due to the duration of the current assignment and the continued movement of the structures, the adjustment of weirs and realignment of the primary clarifier scrapers was not included in this proposed scope of work, however, this work should be undertaken once the settlement of the tanks has been fully mitigated.

3. TEAM AND KEY PERSONNEL QUALIFICATIONS

TULLOCH has assembled a highly qualified and experienced technical team comprised of staff from our Sault Ste. Marie office. Our experience and knowledge of the Northern Ontario landscape, relevant municipal issues, geotechnical conditions, structural and infrastructure expertise, combined with our expert technical abilities, make TULLOCH an ideal team to undertake this project. A key component of TULLOCH's organization is our "bench strength," located in Northern Ontario. Should circumstances arise, we can substitute with experienced staff to meet the City's requirements for the project. We employ over 70 technical team members within the Sault should immediate assistance be required.

3.1 Organizational Chart

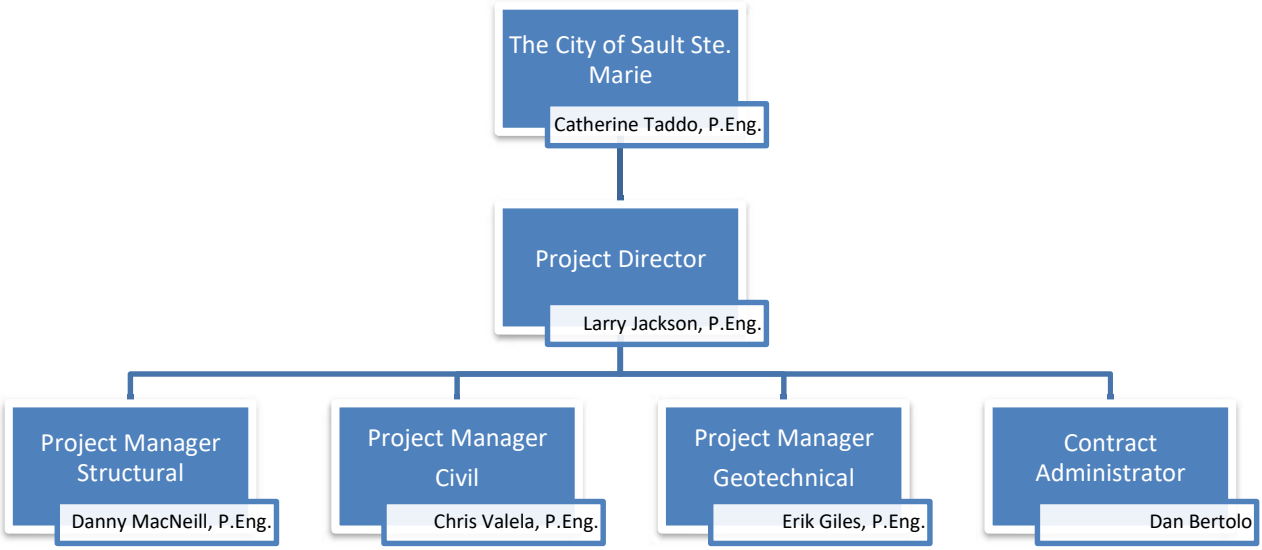


Figure 3.1. Organizational Chart

3.2 Staff Biographies

Larry Jackson, P.Eng. - Project Director: Larry Jackson, P.Eng., will be Project Director on the assignment. Larry is the General Manager of Engineering and a Partner at TULLOCH with 35 plus years of experience in a wide variety of civil engineering projects, including extensive experience in managing large complex projects in wastewater treatment, land development and municipal infrastructure. Larry has managed projects ranging from feasibility and planning studies, condition assessments, preliminary and detail design and environmental assessments. He has detailed knowledge of the City, having completed numerous assignments on behalf of the City in the past. Larry will provide overall direction on the assignment and liaise directly with the City.

Erik Giles, P.Eng. - Geotechnical Engineer: Erik is a Geotechnical Engineer and Senior Associate at TULLOCH, with a wide range of experience across the geotechnical discipline. Erik has worked on numerous geotechnical field investigations, layouts, and designs of complex sites such as hydroelectric dams, large/tall buildings, industrial complexes, bridges, transportation and municipal infrastructure. Coupled with his experience in ground improvement techniques and construction quality control and quality assurance programs, he brings a wealth of practical geotechnical experience with his 12 plus years of experience. His consulting assignments have included work with clients across Canada and he will act as the lead Geotechnical Engineer on this project.

Danny MacNeill, P.Eng. – Structural Engineer: Danny is a licensed Ontario Professional Engineer at TULLOCH with 25 years of experience. He has experience with large steel and concrete structures including deep foundations design in the residential, industrial, commercial and institutional sectors. Danny has been responsible for the design of new buildings, machine foundations, bridges, aqueducts, and CSO tanks, including repairs of existing structures and infrastructure in Sault Ste. Marie. His work includes inspections, reports, design and field support during construction.

Chirstopher Valela, P.Eng. – Civil Engineer: Christopher is a professional engineer and holds a Ph.D. in Civil Engineering specializing in Water Resources. He has 3 years of consulting experience and 5 years of academic research experience in civil engineering including culvert and bridge repairs and replacements, shoreline protection, water course realignment, water distribution system design, wastewater system design, stormwater assessments and designs, municipal servicing, site developments and road design. In addition, Christopher has significant experience in pile foundation installation and inspection spanning 14 years. He is well-versed in numerical modelling, applicable standards and procedures, Municipal Class EA processes, engineering surveys, agency approvals, design, tendering and contract administration.

Dan Bertolo – Contract Administrator/Senior Inspector: Dan is a Senior Contract Administrator with TULLOCH, having nearly 30 years of experience performing contract administration, inspection, tendering and construction project management. Dan is very familiar with all aspects of structural and municipal infrastructure construction and works with the contractor to ensure projects are completed in accordance with the plans and specifications while being on schedule. Dan is an effective communicator and regularly deals with residents and businesses affected by construction and resolves their concerns. Dan's responsibilities for this project will commence with assisting in the preparation of contract documents and constructability reviews and continue through to final project close out. He will be responsible for the administration of the contract and quality assurance.

4. RELEVANT PROJECT EXPERIENCE

4.1 Relevant Project Examples

Project Owner	City of Kingston
Project Name	**Kingston Waaban Bridge (formerly known as the Third Crossing Bridge)**
Description of Work	TULLOCH completed early works geotechnical investigation, pile design, embankment design and abutment design, linear works geotechnical design and construction QVE for the 21 span, 1.2 km long bridge over the Cataraqui River.
Project Value	$180,000,000 ($2,000,000 in Engineering Fee's)
Project Date	2018-2022

Project Owner	Tenaris Algoma Tubes
Project Name	**Tenaris Algoma Tubes, Expansion – Sault Ste. Marie**
Description of Work	TULLOCH was retained by Tenaris Algoma Tubes to perform the geotechnical investigation and geotechnical design of deep pipe pile foundations and shallow foundations for the proposed expansion to the slitter building, forming line building and outbuildings, machine foundations and finishing line machine foundations.
Engineering Value	$210,000
Project Date	2020

Project Owner	The Corporation of the City of Sault Ste. Marie
Project Name	**Northern Community Centre**
Description of Work	Completed the structural design for both phases of the City of Sault Ste. Marie's Northern Community Centre, consisting of an indoor soccer facility and twin pad hockey arena. The entire steel frame structure was supported on deep pile foundations extending to 50m below grade together with pile caps and grade beams. The structure for the soccer arena utilized long span (215 ft) rigid steel frames that imparted both vertical loading and outward thrust from the frames. To support these combined loads the deep foundations for this portion of the facility incorporated a system of underground post-tensioned tie rods between the pile caps under each frame to resist the outward thrust.
Project Value	Total (two phases) $37,000,000
Project Date	2012 and 2023

5. PROPOSED APPROACH

Based on the recommendations outlined in TULLOCH's Settlement Review Summary Report, June 2022 and key project considerations identified therein, we have developed a work program to satisfy the objectives of the assignment. The individual project tasks are briefly described below.

5.1 Phase 1 - Project Initiation and Preliminary Design

During the initial phase of the engineering assignment, TULLOCH will delve into the details of the project. We will assemble and review available background information for reference. We will attend a project initiation meeting with the City to introduce the key personnel involved, to review the proposed scope of work and schedule to ensure that it meets their objectives, and to establish a concise design criterion.

5.1.1 Project Initiation and Agreement for Services

Upon recommendation of award, TULLOCH staff will prepare an agreement for services using the standard Municipal Engineers Association Client/Consultant standard contract as a template. The agreement will be submitted to City staff for review and subsequent approval by Council.

5.1.2 Assemble and Review Background Information

TULLOCH will immediately commence with obtaining project background information on award of services. Typical information includes compiling existing as constructed drawings, past geotechnical reports and applicable studies. Requests for information will be submitted to City staff for specific information currently not in our files.

5.1.3 Project Initiation Meeting and Field Review

Senior TULLOCH staff will meet with the City to establish and verify the objectives and expectations of the project. A field review will be conducted to familiarize the team with the project. This meeting will be held in person and with both City of SSM and PUC Services Inc. staff.

5.1.4 Supplemental Topographic Survey

A detailed topographic survey will be completed to obtain data used for any site grading design and/or geotechnical loading calculations which may be required as part of the project. The approximate limits of the survey will include the perimeters of both the primary clarifier and bioreactor extending approximately 30m beyond. All utilities, inverts, pipe sizes and types, poles, and site features will be included as reasonably possible.

TULLOCH will complete detailed topographical surveys utilizing our highly trained and experienced staff, and state of the art equipment. The topographic surveys will be completed using conventional total station technology and GPS systems and coordinated via GNSS survey to geo-reference the data into the UTM16 NAD83 CSRS coordinate system and the Canadian Geodetic Vertical Datum 1928 (CGVD28).

5.1.5 Establish Design Criteria

At the conclusion of field work operations, TULLOCH will begin the design process by establishing the design criteria. This phase is the time in which the raw data, the project

objectives, and our experience start to merge. We will consider the owner's requirements and desires, the budget, the site, restrictions and covenants, local codes and standards, impacted residents, and other criteria that will affect the project.

5.1.6 Development of Base Drawings

From the background and field information obtained, we will prepare preliminary existing conditions drawings which will form the basis of the design. The base drawings will be complied from the topographic survey, the as-built documented drawings of the plant and associated details.

5.1.7 Excess Soils Screening and Report

In accordance with O.Reg. 406/19, TULLOCH will perform the necessary soil sampling and testing. The soil testing will be coordinated with the preliminary design to ensure the limits of investigations and testing encompass the entire limits of the proposed construction. The results of the testing, as well as the excess soils past uses and soil characterization will be documented and presented in a report and presented as an appendix within the Preliminary Design Report.

5.1.8 Develop Preliminary Design Concepts and Class C Cost Estimate

At this stage we will begin to develop the preliminary design drawings including removal plans, staging plans, plans and sections/profiles of new construction, site orientation, and standard and non-standard details. Once the preliminary design has been suitably advanced, a Class C construction cost estimate will be developed.

5.1.9 Preliminary (30%) Design Report

At the conclusion of the preliminary design phase, we will prepare a Preliminary Design Report documenting the project design criteria, preliminary design, cost estimates and other key considerations being incorporated into the design of the project. An in-person meeting will be held to discuss the progress with both the City and PUC.

5.2 Phase 2 - Detailed Design of a Secondary (Back-up) Effluent Pipe from the Primary Clarifier to the Bioreactor

In the first phase of detailed design (which will run concurrently with Design Phases 3 and 4) TULLOCH will design a secondary (back-up) effluent pipe connecting the Primary Clarifier with the Bioreactor, therefore providing redundancy against secondary by-passing in the event the primary effluent pipe were to fail.

5.2.1 Review Original Design of Tanks

The design of the secondary effluent pipe will commence with the detailed review of the two systems operations, tank construction and arrangements. Applicable data will be compiled and design restraints developed.

5.2.2 Hydraulic Review

The detailed design of the back-up effluent pipe will include a hydraulic review of the functioning and interaction between the primary clarifier and the bioreactor. The hydraulic design will attempt to match the primary use line to the greatest extent feasible and will ensure the treatment process functions as intended.

5.2.3 Detailed Design of By-Pass Pipe and Associated Work.

The detailed design of the back-up effluent pipe will continue with the civil design of the piping, including bedding details, sizing, pipe slope and material selection. Plan and profile drawings will be prepared along with the required details to suitably tender and construct the works. Staging plans, including isolation of areas required to perform the work, valving and logistics will also be developed and presented on the drawings. Consultation with PUC operators of the plant will be a key component of this phase of the design process.

5.2.4 Detailed Design of Pipe to Tank Connections

Working with the structural group, the design of the pipe to tank connections will be advanced in consideration of the project staging as described in the preceding section.

5.2.5 Selection of Equipment/Valves and Products

In consultation with the City and PUC operators of the plant, TULLOCH will select and specify equipment such as valves, pipe restrainers, couplings etc. Consultation with the City and PUC on equipment preferences is important for continuity of equipment and experience and familiarity with certain products.

5.2.6 Preparation of Specifications

In conjunction with the preparation of contract drawings, TULLOCH will prepare construction specifications for this scope of work. Specifications will be incorporated into the construction contract to be tendered at the completion of the design phases.

5.2.7 ECA Approval Applications

At the conclusion of the detailed design, TULLOCH will apply for an Environmental Compliance Approval for the proposed secondary effluent pipe, including associated application forms, pipe data forms, design briefs, etc. Application fees are excluded from our fee estimate and shall be the responsibility of the City.

5.2.8 Cost Estimate

At the conclusion of the detailed design, TULLOCH will prepare a pretender construction cost estimate.

5.2.9 Design Meetings

TULLOCH has allowed for a total of six (6) design development meetings. In person meetings are preferred during design development for ease of reviewing preliminary drawings and project documents. The design development meetings are critical tasks of the project as it allows for the documentation of clear decision-making process and gathers input from both the City and the plants operators, the PUC.

In accordance with the Time/Task Matrix, we have input two (2) meetings into this phase of the design, however it is anticipated that all phases of design will be discussed at each meeting. The meetings depicted in this phase are for pricing placeholders.

5.3 Phase 3 - Detailed Design of Settlement Mitigation Measures

In the second phase of detailed design (which will run concurrently with Phases 2 and 4) TULLOCH will design the piling system, tank connections and other requirements to arrest the settlement of the Primary Clarifier and the Bioreactor.

5.3.1 Review Geotechnical Reports and Development of Design Parameters

The first step of the design process is to review the past geotechnical reports and establish the design parameters. Our geotechnical team will work with the civil and structural design teams to ensure all aspects of the design are coordinated, design parameters and values are accurately determined and to ensure a robust solution is developed with minimal risk to the City.

5.3.2 Develop Short and Long Term Loads

In this phase of the assignment, detailed engineering calculations are prevalent. Our structural engineers will calculate the various loads in both loading and unloading conditions of the tanks on the subsurface soils, and ultimately those loads which are to be transferred to the piles. The loading from the tanks is not evenly distributed, and therefore attention to detail is a key component of this task. Once loadings have been determined, a detailed review with both the geotechnical team and civil team will occur to coordinate and verify the proposed design solution. It is worth noting, that this and the following next couple of tasks are iterative in nature.

5.3.3 Determine Pile Type to Suit Soil and Loading Requirements

TULLOCH geotechnical and structural engineers will determine the appropriate pile type ensuring a robust, economical and constructable solution is achieved. Once the type of pile has been selected, the detailed design of the piling will be completed.

5.3.4 Reduction of Soil Surcharge Loading and Design of Light Weight Fill Areas

In addition to piling to mitigate settlement, TULLOCH will review the long-term loading conditions on the tanks per Section 5.3.1. Should the soil surrounding the tanks continue

to cause a drag effect and excess loads to the piles which could cause potential cavities under the tanks, it may be necessary to reduce the soil induced surcharge loads. Dependant on the operational requirements of the tanks, the grade surrounding the tanks may have to remain similar to current conditions and therefore light weight fill may be needed to achieve similar grades as existing conditions and still achieve a reduction to soil the surcharging effect.

5.3.5 Grading Design

In conjunction with 5.3.4, TULLOCH will prepare the detailed design for grading surrounding the tanks.

5.3.6 Detailed Design Drawings

Once the designs have been fully developed and calculations completed, the detailed design drawings will be completed. TULLOCH's highly skilled designers working with our engineers will complete this task. Preliminary drawings throughout the design process will be presented to the City and PUC at our regular meetings, with final pre-tender drawings submitted for a detailed review by the City prior to initiating the tender process.

5.3.7 Preparation of Specifications

In conjunction with the preparation of contract drawings, TULLOCH will prepare construction specifications for this scope of work. Specifications will be incorporated into the construction contract to be tendered at the completion of the design phases.

5.3.8 Pre-Tender Cost Estimate

At the conclusion of the detailed design, TULLOCH will prepare a pretender construction cost estimate. TULLOCH will make a every attempt to provide accurate pricing.

5.3.9 Design Meetings

TULLOCH has allowed for a total of six (6) design development meetings. In person meetings are preferred during design development for ease of reviewing preliminary drawings and project documents. The design development meetings are critical tasks of the project as it allows for the documentation of clear decision-making process and gathers input from both the City and the plants operators, the PUC.

In accordance with the Time/Task Matrix, we have input two (2) meetings into this phase of the design, however it is anticipated that all phases of design will be discussed at each meeting. The meetings depicted in this phase are for pricing placeholders.

5.4 Phase 4 - Detailed Design of Expansion Joint and Crack Repairs

In the final phase of detailed design (which will run concurrently with Phases 2 and 3), TULLOCH will design the repairs to the failed expansion joints and miscellaneous cracking.

5.4.1 Field Review and Inventory of Cracks and Expansion Joints

TULLOCH, with detailed coordination with the City and the PUC will organize the systematic dewatering of wastewater within the three (3) primary clarifiers and the two (2) bioreactors, to allow the inspection of the expansion joints and inventory of any concrete cracking. This is a critical step in developing the construction scope of work. TULLOCH proposes to use PUC personnel trained in Confined Space Entry to enter the tanks and obtain the required field data on behalf of TULLOCH. TULLOCH has allotted time for advising PUC on obtaining the data and will be present on-site during the inspections.

5.4.2 Develop Repair Procedures

In consultation with the City and the PUC, TULLOCH will develop repair procedures for the expansion joints and concrete repairs. Specifically, per section 5.4.1, dewatering of tanks during construction and potentially for extended periods may be required. Careful planning and the development of clear, concise specifications are critically important.

5.4.3 Detailed Design Drawings and Specifications

TULLOCH structural engineers will develop repair details for the expansion joints and the repairs to cracking of concern including a detailed inventory of the scope of the repairs and present them on appropriate drawings. Specifications will also be developed.

5.4.4 Cost Estimate

At the conclusion of the detailed design, TULLOCH will prepare a pretender construction cost estimate. TULLOCH will make a every attempt to provide accurate pricing.

5.4.5 Design Meetings

TULLOCH has allowed for a total of six (6) design development meetings. In person meetings are preferred during design development for ease of reviewing preliminary drawings and product literature. The design development meetings are critical tasks of the project as it allows for the documentation of clear decision-making process and gathers input from both the City and the plants operators PUC.

In accordance with Time/Task Matrix, we have input two (2) meetings into this phase of the design, however it is anticipated that all phases of design will be discussed at each meeting. The meetings depicted in this phase are for pricing placeholders.

5.5 Construction Services

TULLOCH is a recognized leader in providing contract administration and is committed to completing projects successfully, expeditiously, and on budget.

5.5.1 Prepare Contract Documents

Incorporating the specifications developed in the design phases, TULLOCH will prepare contract documents for tendering and construction. Prior to tendering, TULLOCH will

submit a draft copy to the City of Sault Ste. Marie Purchasing Department for review and approval.

5.5.2 Assistance with Tendering

In addition to the preparation of construction specifications and contract documents, TULLOCH will administer the Tendering process on behalf of the City in accordance with any City procurement by-laws. Enquiries during the tender period will be addressed by TULLOCH by addendum.

5.5.3 Review of Tenders and Tender Report to Council

TULLOCH will be present during the closing of the bid process and evaluate the bids for completeness, accuracy, experience, and cost. A tender review report including recommendations will be provided to the City and TULLOCH staff will make themselves available to Council to address any questions and concerns that may arise.

5.5.4 Project Management, Contract Administration, and Quality Assurance Inspections

Prior to construction commencement, TULLOCH staff will review the required submissions from the contractor as specified in the contract documents including but not limited to bonding, insurance, WSIB clearance certificates, shop drawings, etc.

TULLOCH's experienced staff will provide full-time construction contract administration and quality assurance inspections on the project. TULLOCH's expertise around contract management provides an assurance that the contract will be administered in a fair and transparent manner in accordance with the contract and governing law.

5.5.5 As-Constructed Drawings

On completion of construction activities, we will provide the City with a set of as-constructed plans. TULLOCH staff recognises that accurate recording of as-built data is vital for future maintenance and information purposes.

5.5.6 Warranty Period Services

After Substantial Completion of the project, TULLOCH staff will regularly review the constructed conditions and coordinate any 'make good' work required of the contractor. Final payment certificates will be issued in addition to ensuring the contractors project close-out submittals are completed in accordance with the contract documents.

5.5.7 Materials Testing (Provisional)

TULLOCH offers as part of a value-added service, Materials Testing Services. Materials testing will be required during construction on this project. To avoid potential conflicts of interest we commonly provide a provisional item to our list of service offerings with owners for the option to directly procure these services from us in lieu of the contractor engaging

us directly. The estimate provided herein is typical of the projects of this magnitude and scope, and we would offer these services on a time and expense basis.

6. SCHEDULE

TULLOCH is committed to the delivery of the project on time and on budget.

Our proposed schedule is as follows:

Agreement of Services:	September 13, 2024
Phase 1 30% Design Report Completion:	October 29, 2024
Phase 2 Detailed Design Completion:	January 24, 2025
Phase 2 ECA Submittal Completion:	January 31, 2025
Phase 3 Detailed Design Completion:	February 7, 2025
Phase 4 Detailed Design Completion:	February 14, 2025
Tender:	March 5, 2025
Tender Award:	April 21, 2025
Commitment of Construction:	May 12, 2025
Preliminary Substantial Completion:	October 2025

7. COST AND FEE ESTIMATE

Engineering fees corresponding to the different project tasks are provided in the Time/Task Matrix and summarized in the Schedule of Prices, both of which are in **Appendix A**.

We are prepared to treat the enclosed Total Engineering Fees as an Upset Limit. They will not be exceeded unless authorized in writing by the City of Sault Ste. Marie.

APPENDIX A

Schedule of Prices and Time/Task Matrix

Detailed Time/Task Matrix and Fee Estimate

The Corporation of the City of Sault Ste. Marie

East End Waste Water Treatment Plant Settlement Mitigation

TULLOCH

Project Title	The City of Sault Ste. Marie East End Waste Water Treatment Plant Settlement Mitigation	Date	August 15 2024
Client	The City of Sault Ste. Marie	Prepared by:	JM

Task Number	Task Description	Project Director Larry Jackson		Project Manager Structural Danny MacNeill		Project Manager Civil Chris Valela		Engineering Intern(s)		Geotechnical Engineer Erik Giles		Senior Technical Staff		Contract Administrator/ Senior Inspector		Intermediate Technical Staff		Administration		Sub-Consultant	Expenses	TOTAL
		HRS	$250.00	HRS	$215.00	HRS	$190.00	HRS	$130.00	HRS	$190.00	HRS	$125.00	HRS	$125.00	HRS	$110.00	HRS	$75.00	ALLOWANCE	ALLOWANCE	
1	**Phase 1 - Project Initiation and Preliminary Design**																					
1.1	Project Initiation/Prepare MEA Agreement	0.5	$125.00		$0.00		$0.00	2	$260.00		$0.00		$0.00		$0.00		$0.00	0.5	$37.50			**$422.50**
1.2	Assemble and Review Background Information	0.5	$125.00	4	$860.00	4	$760.00	2	$260.00	4	$760.00		$0.00		$0.00	2	$220.00	2	$150.00			**$3,135.00**
1.3	Project Initiation Meeting and Field Review	4	$1,000.00	4	$860.00	4	$760.00		$0.00		$0.00		$0.00		$0.00	2	$220.00	2	$150.00			**$2,990.00**
1.4	Supplemental Topographic Survey		$0.00	0.5	$107.50	4	$760.00		$0.00	2	$380.00	16	$2,000.00		$0.00	16	$1,760.00		$0.00			**$5,007.50**
1.5	Establish Design Criteria	2	$500.00	8	$1,720.00	8	$1,520.00		$0.00	8	$1,520.00		$0.00		$0.00		$0.00		$0.00			**$5,260.00**
1.6	Development of Base Drawings	0.5	$125.00	4	$860.00	4	$760.00	4	$520.00		$0.00	40	$5,000.00		$0.00	8	$880.00		$0.00			**$8,145.00**
1.7	Excess Soils Screening and Report	0.5	$125.00		$0.00		$0.00		$0.00	24	$4,560.00	24	$3,000.00		$0.00	4	$440.00	4	$300.00	$8,500.00	$4,800.00	**$21,725.00**
1.8	Develop Preliminary Design Concepts and Class C Cost Estimate	2	$500.00	8	$1,720.00	8	$1,520.00		$0.00	8	$1,520.00	8	$1,000.00		$0.00		$0.00		$0.00			**$6,260.00**
1.9	Preliminary Design Report	2	$500.00	4	$860.00	4	$760.00	16	$2,080.00		$0.00	8	$1,000.00		$0.00		$0.00		$0.00			**$5,200.00**
	Subtotal - Phase 1	**12**	**$3,000.00**	**32.5**	**$6,987.50**	**36**	**$6,840.00**	**24**	**$3,120.00**	**46**	**$8,740.00**	**96**	**$12,000.00**	**0**	**$0.00**	**32**	**$3,520.00**	**8.5**	**$637.50**	**$8,500.00**	**$4,800.00**	**$58,145.00**
2	**Design Phase 2 - Detailed Design of New (Redundancy) Pipe Connection to Primary Clarifier and Bioreactor**																					
2.1	Review Original Design of Tanks		$0.00	2	$430.00	4	$760.00	2	$260.00		$0.00		$0.00		$0.00		$0.00		$0.00			**$1,450.00**
2.2	Hydraulic Review	4	$1,000.00		$0.00	12	$2,280.00	16	$2,080.00		$0.00		$0.00		$0.00		$0.00		$0.00			**$5,360.00**
2.3	Detailed Design of By-Pass Pipe and Associated Work	2	$500.00		$0.00	16	$3,040.00	16	$2,080.00		$0.00	24	$3,000.00		$0.00		$0.00		$0.00			**$8,620.00**
2.4	Detailed Design of Connections		$0.00	24	$5,160.00		$0.00		$0.00		$0.00	40	$5,000.00		$0.00		$0.00		$0.00			**$10,160.00**
2.5	Selection of Equipment/Valves and Products	2	$500.00		$0.00	8	$1,520.00	8	$1,040.00		$0.00		$0.00		$0.00		$0.00		$0.00			**$3,060.00**
2.6	Specifications Preparation		$0.00	4	$860.00	16	$3,040.00	12	$1,560.00		$0.00		$0.00		$0.00		$0.00		$0.00			**$5,460.00**
2.7	ECA Approval Applications and Follow-up		$0.00		$0.00	16	$3,040.00	32	$4,160.00		$0.00		$0.00		$0.00	16	$1,760.00		$0.00			**$8,960.00**
2.8	Cost Estimate		$0.00	2	$430.00	2	$380.00		$0.00		$0.00		$0.00	24	$3,000.00		$0.00		$0.00			**$3,810.00**
2.9	Client/Consultant Review Meetings (x2)	8	$2,000.00	8	$1,720.00	8	$1,520.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00			**$5,240.00**
	Subtotal - Phase 2	**16**	**$4,000.00**	**40**	**$8,600.00**	**82**	**$15,580.00**	**86**	**$11,180.00**	**0**	**$0.00**	**64**	**$8,000.00**	**24**	**$3,000.00**	**16**	**$1,760.00**	**0**	**$0.00**	**$0.00**	**$0.00**	**$52,120.00**
3	**Design Phase 3 - Detailed Design of Settlement Mitigation Measures/Piling**																					
3.1	Review Geotechnical Reports and Develop Design Parameters	0.5	$125.00	12	$2,580.00	2	$380.00	8	$1,040.00	12	$2,280.00		$0.00		$0.00		$0.00		$0.00			**$6,405.00**
3.2	Develop Short and Long Term Loads		$0.00	16	$3,440.00		$0.00	8	$1,040.00	8	$1,520.00		$0.00		$0.00		$0.00		$0.00			**$6,000.00**
3.3	Determine Pile Type to Suit Soil and Loading Requirements	1	$250.00	4	$860.00		$0.00	8	$1,040.00	8	$1,520.00		$0.00		$0.00		$0.00		$0.00			**$3,670.00**
3.4	Determine Pile Layout, and Design	1	$250.00	16	$3,440.00		$0.00	4	$520.00	8	$1,520.00	8	$1,000.00		$0.00		$0.00		$0.00			**$6,730.00**
3.5	Deisgn Pile Connections to Tanks	1	$250.00	24	$5,160.00	2	$380.00	16	$2,080.00	8	$1,520.00	8	$1,000.00		$0.00		$0.00		$0.00			**$10,390.00**
3.6	Design of Light Weight Fill Areas	1	$250.00		$0.00	24	$4,560.00	8	$1,040.00		$0.00	4	$500.00		$0.00		$0.00		$0.00			**$6,350.00**
3.7	Site Grading Design	1	$250.00		$0.00	2	$380.00	8	$1,040.00		$0.00	4	$500.00		$0.00		$0.00		$0.00			**$2,170.00**
3.8	Detailed Design Drawings	2	$500.00	24	$5,160.00	24	$4,560.00		$0.00	4	$760.00	80	$10,000.00		$0.00		$0.00		$0.00			**$20,980.00**
3.9	Specifications Preparation	1	$250.00	24	$5,160.00		$0.00		$0.00	24	$4,560.00		$0.00	24	$3,000.00		$0.00		$0.00			**$12,970.00**
3.10	Cost Estimate		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	40	$5,000.00	24	$2,640.00		$0.00			**$7,640.00**
3.11	Client/Consultant Review Meetings (x2)	8	$2,000.00	8	$1,720.00	8	$1,520.00		$0.00	8	$1,520.00		$0.00		$0.00		$0.00		$0.00			**$6,760.00**
	Subtotal - Phase 3	**16.5**	**$4,125.00**	**128**	**$27,520.00**	**62**	**$11,780.00**	**60**	**$7,800.00**	**80**	**$15,200.00**	**104**	**$13,000.00**	**64**	**$8,000.00**	**24**	**$2,640.00**	**0**	**$0.00**	**$0.00**	**$0.00**	**$90,065.00**
4	**Design Phase 4 - Expansion Joints and Crack Repairs**																					
4.1	Field Review and Inventory of Cracks in Tank Walls and Expansion Joints	0.5	$125.00	8	$1,720.00		$0.00	24	$3,120.00		$0.00		$0.00		$0.00	24	$2,640.00		$0.00			**$7,605.00**
4.2	Develop Repair Proceedures for Concrete Repairs and for Joints Exceeding Tolerances		$0.00	8	$1,720.00		$0.00	8	$1,040.00		$0.00		$0.00		$0.00		$0.00		$0.00			**$2,760.00**
4.3	Detailed Design Drawings and Specifications		$0.00	24	$5,160.00		$0.00		$0.00		$0.00	40	$5,000.00		$0.00		$0.00		$0.00			**$10,160.00**
4.4	Cost Estimate	1	$250.00	2	$430.00		$0.00		$0.00		$0.00		$0.00	24	$3,000.00		$0.00		$0.00			
4.5	Client/Consultant Review Meetings (x2)	4	$1,000.00	4	$860.00	4	$760.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00			**$2,620.00**
	Subtotal - Phase 4	**5.5**	**$1,375.00**	**46**	**$9,890.00**	**4**	**$760.00**	**32**	**$4,160.00**	**0**	**$0.00**	**40**	**$5,000.00**	**24**	**$3,000.00**	**24**	**$2,640.00**	**0**	**$0.00**	**$0.00**	**$0.00**	**$23,145.00**
5	**Phase 5- Tendering and Construction Services**																					
5.1	Prepare Contract Documents	4	$1,000.00	8	$1,720.00	8	$1,520.00		$0.00		$0.00		$0.00	40	$5,000.00	16	$1,760.00	4	$300.00		$220.00	**$11,520.00**
5.2	Assistance During Tendering	2	$500.00	8	$1,720.00	8	$1,520.00		$0.00		$0.00		$0.00	40	$5,000.00		$0.00	8	$600.00			**$9,340.00**
5.3	Tender Reviews and Report to Council	2	$500.00	2	$430.00	2	$380.00		$0.00		$0.00		$0.00	16	$2,000.00		$0.00	4	$300.00		$10.00	**$3,620.00**
5.4	Project Management, Construction Contract Administration and Quality Assurance Inspections (Assume 24 weeks)	40	$10,000.00	140	$30,100.00	140	$26,600.00	100	$13,000.00	40	$7,600.00	28	$3,500.00	1200	$150,000.00	600	$66,000.00	8	$600.00		$5,500.00	**$312,900.00**
5.5	As-Constructed Drawings and Service Records	2	$500.00	16	$3,440.00	16	$3,040.00	8	$1,040.00		$0.00		$0.00	40	$5,000.00	8	$880.00	4	$300.00		$144.00	**$14,344.00**
5.6	Warranty Period Services	8	$2,000.00	16	$3,440.00	16	$3,040.00		$0.00		$0.00		$0.00	40	$5,000.00	16	$1,760.00	4	$300.00		$60.00	**$15,600.00**
	Subtotal - Phase 5	**50**	**$12,500.00**	**172**	**$36,980.00**	**172**	**$32,680.00**	**108**	**$14,040.00**	**40**	**$7,600.00**	**28**	**$3,500.00**	**1280**	**$160,000.00**	**624**	**$68,640.00**	**16**	**$1,200.00**	**$0.00**	**$5,704.00**	**$367,324.00**
	TOTAL	**100**	**$25,000.00**	**419**	**$89,977.50**	**356**	**$67,640.00**	**310**	**$40,300.00**	**166**	**$31,540.00**	**332**	**$41,500.00**	**1392**	**$174,000.00**	**720**	**$79,200.00**	**24.5**	**$1,837.50**	**$8,500.00**	**$10,504.00**	**$590,799.00**
	HST (13%)		$3,250.00		$11,697.08		$8,793.20		$5,239.00		$4,100.20		$5,395.00		$22,620.00		$10,296.00		$238.88	$1,105.00	$1,365.52	$76,803.87
	TOTAL including HST		**$28,250.00**		**$101,674.58**		**$76,433.20**		**$45,539.00**		**$35,640.20**		**$46,895.00**		**$196,620.00**		**$89,496.00**		**$2,076.38**	**$9,605.00**	**$11,869.52**	**$667,602.87**
	PROVISIONAL ITEMS																					
	Materials Testing	2	$500.00	16	$3,440.00	16	$3,040.00		$0.00		$0.00	340	$42,500.00		$0.00		$0.00		$0.00		$8,800.00	**$58,280.00**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-147

<u>OPEN AIR BURNING FIRE SERVICES</u>: A By-law governing open-air burning within the City of Sault Ste. Marie

WHEREAS Subsection 7.1(1)(a) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4, as amended, provides that a council of a municipality may pass By-laws regulating fire prevention, including the prevention of spreading of fires;

AND WHEREAS Subsection 7.1(1)(b) of the *Fire Protection and Prevention Act*, 1997, S. O. 1997, c. 4, as amended, provides that a council of a municipality may pass By-laws regulating the setting of open-air fires, including establishing the times during which open air fires may be set;

AND WHEREAS Subsection 7.1(4) of the *Fire Protection and Prevention Act*, 1997, S. O. 1997, c. 4, as amended, provides that a municipality may appoint an officer to enter upon land and into structures at any reasonable time to inspect the land and structures to determine whether By-laws enacted in accordance with this section are being complied with;

AND WHEREAS section 128(1) of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, provides that, without limiting sections 9, 10, and 11, a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become public nuisances;

AND WHEREAS section 129(a) of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, provides that a local municipality may prohibit and regulate with respect to noise, vibration, odour, dust and outdoor illumination;

AND WHEREAS section 10 and section 391 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, provides that a municipality is authorized to pass By-laws imposing fees or charges on persons for services or activities provided or done by it or on the behalf of it, and for the use of its property including property under its control;

AND WHEREAS section 425(1) of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, permits Council to pass By-laws providing that any person who contravenes any By-law of the municipality is guilty of an offence;

AND WHEREAS in section 446 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, provides that if a municipality has authority under the Act or under a bylaw under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

NOW THEREFORE, the Corporation of the City of Sault Ste. Marie enacts as follows:

PART 1 – DEFINITIONS

1.1 The terms set out below shall have the following meanings:

"APPROVE" means approved by the Fire Chief or their designate;

"BARBEQUE" means a manufactured device or structure with a grill which is designed, intended and used solely for the purpose of cooking food outdoors, and includes a hibachi, but does not include devices or structures designed for personal warmth, fire pits, or Outdoor Fire Containers;

"BUILDING" means the definition of building as defined in the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended;

"BURN BAN" means a period of time by which the Chief Fire Official or Ministry of Natural Resources and Forestry (MNRF) determines that open-air burning is prohibited;

"CITY" means the Corporation of the City of Sault Ste. Marie;

"COMBUSTIBLE" means able to catch fire and burn easily;

"CHIEF FIRE OFFICIAL" means the assistant to the Fire Marshal who is the Municipal Fire Chief or a member or members of the fire department appointed by the Municipal Fire Chief as defined in the *Fire Protection and Prevention Act,* 1997, S.O. 1997, c. 4;

"FIRE CHIEF" means the Chief Fire Official at Sault Ste. Mare Fire Services**;**

"NOXIOUS MATERIALS" includes tires, plastics, rubber products, drywall, demolition waste, construction waster, paint, animal organic waste, vegetable waste, food waste, biomedical waste, tar, asphalt products, battery boxes, pressure-treated wood, creosote-treated wood, and painted wood;

"NUISANCE FIRE" means excessive smoke, smell, airborne sparks or embers that disturbs others, or that is likely to reduce visibility on roads in the vicinity of the open-air burning;

"OFFICER" means the Fire Chief, any officer of the Sault Ste. Marie Fire Department within the Fire Suppression and Fire Prevention Divisions, City of Sault Ste. Marie By-law enforcement officers, and Police officers;

"OPEN-AIR BURNING or OPEN-AIR FIRE" means a wood-burning fire set outside of a building;

"OPEN-AIR BURNING PERMIT" means a permit issued by the Fire Chief to set an open-air fire for a specified period of time;

"OUTDOOR FIRE CONTAINER" means a non-combustible container used to hold a small fire, and includes, but is not limited to, chimneys, metal tubs, fire pits, and outdoor brick fireplaces;

"OWNER" means any person, firm or corporation having control over any portion of the building or property under consideration and includes the persons in the building or property;

“PERMIT HOLDER” means a person to whom an open-air burning permit has been issued;

“PERSON” means an individual or a corporation;

“PROHIBITED” means that, for the purposes of this By-law, the Fire Chief does not approve of any open-air burning as contemplated by clause 2.4.4.4(1)(a) of O. Reg. 213/07 (*Fire Code*), as amended from time to time, including that for which permission has otherwise been granted under this By-law;

PART 2 – GENERAL

2.1 No person shall set, maintain, or permit to be set or maintained, open-air fires except as authorized under this By-law.

2.2 Notwithstanding the conditions in this By-law in which open-air burning is approved, the Fire Chief or the M.N.R.F shall have the authority to issue a burn ban which would supersede all approvals to conduct open-air burning in accordance with this By-law.

PART 3 – EXEMPTIONS

3.3 This By-law does not apply to:

a) A person using a barbeque to cook food;

b) A person using a fire in a device installed outside of a building that is used as a source of heat or power for the building or that is ancillary to a manufacturing process, and provided that such device is certified for the purpose by a recognized agency;

c) A person using a gas or propane fueled fire pit, table or bowl;

d) A person utilizing an approved outdoor wood-burning sauna or hot-tub;

e) A person utilizing an approved outdoor wood-burning pizza oven enclosed on all sides;

f) A person using an appliance that meets the requirements of the Technical Standards and Safety Act, 2000;

g) A person using a device designed to heat pitch or asphalt;

h) A person using welding equipment;

i) The City or City Officers for the purposes of education and training individuals; or

j) A person setting or maintaining a ceremonial or sacred fire.

PART 4 – OPEN AIR BURNING PERMITS

4.1 A person may only conduct open-air burning if the person has been issued an open-air burning permit or unless otherwise approved by the Fire Chief.

4.2 The applicant shall pay the open-air burning permit fee as set out in the applicable User Fees and Charges By-law.

4.3 The applicant shall have legal title to the property at which the open-air burning is to occur or shall obtain the prior written consent of the person having legal title to the property.

4.4 An open-air burning permit shall only be valid for the dates indicated on the permit.

4.5 Open-air burning permits will not be issued to industrial or commercial occupancies.

4.6 The Fire Chief may require an inspection of any property prior to issuing an open-air burning permit.

4.7 The Fire Chief may refuse to issue an open-air burning permit if:

a) The application is incomplete;

b) The Fire Chief has reasonable grounds to believe that issuing an open-air burning permit may cause or result in a dangerous condition;

c) The applicant has an outstanding debt owing to the City as a result of unpaid fees or charges or fines issued pursuant to this By-law; or

d) The Fire Chief has reasonable grounds to believe that issuing an open-air burning permit will result in a breach of this By-law, *the Fire Protection and Prevention Act*, or any other provincial or federal statute.

4.8 Where the Fire Chief refuses to issue an open-air burning permit, the Fire Chief shall advise the applicant that the application has been denied and shall provide reasons for the denial.

PART 5 – CONDITIONS OF ALL OPEN-AIR BURNING

5.1 Every person setting, permitting to be set, maintaining, or permitting to be maintained, an open-air fire authorized under this Part shall comply with the following conditions:

a) Open-air burning shall be contained within:

i. A non-combustible fire container (i.e. fire bowl, fire table, fireplace, chiminea, barrel or wood stove); or

ii. A pit in or on the ground surrounded by a non-combustible barrier of metal, masonry, ceramic or stone.

b) The permit holder shall only conduct the open air burning between 7:00 a.m. and 11:00 p.m.;

c) The permit holder shall not burn or attempt to burn a volume of combustible material greater than 0.5 cubic metres of material;

d) The permit holder shall use only clean, dry firewood, charcoal or briquettes and, without limiting the generality of the foregoing, shall not burn grass, leaves or other noxious materials;

e) The permit holder shall maintain 5 metres of clearance to all buildings, structures, decks, property lines, trees, hedges, fences, roadways, overhead wires or other combustible articles;

f) The permit holder shall ensure there is constant supervision and control over the open-air fire by a competent adult from start to extinguishment;

g) The permit holder shall not conduct open-air burning on days where rain, fog, smog, high winds or any other weather condition prevents the proper dispersion of smoke;

h) The permit holder shall have an adequate water supply to contain or extinguish the open-air fire;

i) The permit holder shall be courteous to neighbours at all times and shall not cause or permit a nuisance fire;

j) The permit holder shall not open-air burn where open-air burning may cause a risk to human health; and

k) The permit holder shall completely extinguish the open-air fire before the site is vacated.

PART 6 – REVOCATION OF OPEN-AIR BURNING PERMIT

6.1 Open-air burning permits issued to a permit holder under this By-law may be revoked by the Fire Chief if, in the opinion of the Fire Chief, a dangerous condition exists in or near the site of the open-air fire.

6.2 Open-air burning permits issued to a permit holder under this By-law may be revoked by the Fire Chief if the permit holder fails to comply with the requirements of the open-air burning permit and any other provisions of this By-law.

PART 7 – ENFORCEMENT

7.1 The provisions of this By-law may be enforced by an Officer, or other authorized employee or agent of the City.

7.2 No person shall obstruct or hinder or attempt to obstruct or hinder an Officer or other authorized employee or agent of the City in the exercise of a power or the performance of a duty under this By-law.

PART 8 – RIGHT OF ENTRY

8.1 Upon producing proper identification, an Officer or the Fire Chief may, at any reasonable time, enter upon and inspect any property to determine if there is a contravention of this By-law and to enforce or carry into effect the provisions of this By-law.

PART 9 – EXTINGUISHING ANY FIRE

9.1 An Officer may direct any person to extinguish an open-air fire where there are reasonable grounds to believe that the open-air fire is in contravention of this By-law.

9.2 Where the action taken by such person is, in the opinion of the Officer not adequate, the Officer may take such action as he or she considers necessary to control and extinguish the fire.

PART 10 – REMEDIAL ACTION – COSTS

10.1 An owner may be responsible for any and all extraordinary costs and expenses of any actions taken by an Officer under this By-law with respect to responding to, controlling or extinguishing an open-air fire that is caused by, or results from, a contravention of this By-law, or is caused by or results from the failure to comply with any of the provisions of this By-law or the terms and conditions of an open-air fire permit pursuant to this By-law.

10.2 For the purposes of section 10.1 of this By-law, extraordinary costs and expenses include, but are not limited to: the costs and expenses related to any actions related to the burning of prohibited materials or in prohibited conditions; the costs and expenses of multiple responses to the same address due to contraventions of this By-law; the costs and expenses related to the spread of an open-air fire onto property owned by the City, including to repair, secure, or replace damaged property.

10.3 The costs and expenses in section 10.1 of this By-law shall be assessed in accordance with the City's User Fees and Charges By-law and are payable to the City.

10.4 If costs or expenses are assessed against an Owner under this By-law, the City shall deliver an invoice to each such Owner and the Owner shall pay the fee within thirty (30) days of receipt of the invoice or as may be otherwise specified on the invoice. The City may deliver such invoice personally, by registered mail, or by regular mail to the Owner(s)'s last known address.

10.5 Receipt of the invoice shall be deemed to have occurred:

a) on the date of delivery, if delivered personally;

b) three (3) business days after the date of mailing, if delivered by registered mail to an address within the City;

c) five (5) days after the date of mailing, if delivered by registered mail to an address outside of the City;

d) five (5) days after the date of mailing if delivered by regular mail to an address within the City;

e) seven (7) days after the date of mailing if delivered by regular mail to an address outside of the City.

10.6 If any amount payable under this By-law remains unpaid after ninety (90) days of receipt of the invoice, the City may add such amount to the tax roll for any property for which all the owners are responsible and may collect the amount in the same manner as municipal taxes or through the use of other legal means as deemed appropriate. The amount of the costs, including interest, constitutes a lien on the land upon the registration of a notice of lien in the Land Registry Office.

PART 11 – OFFENCE AND PENALTY PROVISIONS

11.1 Any person who contravenes any provision of this By-law is guilty of an offence and is liable to a fine and penalty pursuant to the provisions of Section 61 of the *Provincial Offences Act*, R.S.O. 1990, c.P.33., as amended.

11.2 If this By-law is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by the By-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order,

a) prohibiting the continuation or repetition of the offence by the person convicted; and
b) requiring the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.

PART 12 - ENACTMENT

12.1 This By-law shall come into force and take effect immediately upon the final day of its passing.

12.2 All approved open air burning permits issued prior to the enactment of this By-law shall continue to be valid until the expiration date of the permit or the permit being revoked.

PASSED in open Council this 21st day of October, 2024.

_____

MAYOR – MATTHEW SHOEMAKER

_____

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-147 Open Air Burning Fire Services .docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-148

FIRE SERVICES: A by-law to amend By-Law 2020-211 (being a by-law to re-establish and regulate a fire service for the City of Sault Ste. Marie).

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,* as amended, **ENACTS** as follows:

1. **BY-LAW 2020-211 AMENDED**

By-law 2020-211 is amended as follows:

a) Removing Section 14 RECOVERY OF COSTS – ADDITIONAL EXPENSES and replacing it with:

"14. RECOVERY OF COSTS – ADDITIONAL EXPENSES

14.1 The Fire Chief may require occupancy owners or persons within or outside the municipality to pay costs or fees for fire and emergency response or other administrative services provided to them.

14.2 If as a result of a Fire Department response to a fire or emergency incident, the Fire Chief determines that it is necessary to incur additional expenses, retain a private contractor, rent special equipment not normally carried on a fire apparatus or use more materials than are carried on a fire apparatus (the "Additional Service") in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, control and eliminate an emergency, carry out or prevent damage to equipment owned by or contracted to the Corporation, assist in or otherwise conduct fire cause investigation or determination or otherwise carry out the duties and functions of the Fire Department and/or to generally make "safe" an incident or property, the owner of the property requiring or causing the need for the Additional Service or expense shall be charged the full costs to provide the Additional Service including all applicable taxes. Property shall mean personal and real property.

14.3 Invoicing for response services or recovery of fees in section 14.1 and 14.2 of this By-law shall be conducted in accordance with the City's User Fees and Charges By-law, as amended, and are payable to 'The Corporation of the City of Sault Ste. Marie'.

14.4 If costs or expenses are assessed against an Owner under this By-law, the City shall deliver an invoice to each such Owner and the Owner shall pay the fee within thirty (30) days of receipt of the invoice or as may be otherwise specified on

the invoice. The City may deliver such invoice personally, by registered mail, or by regular mail to the Owner(s)'s last known address.

14.5 Receipt of the invoice shall be deemed to have occurred:

a) on the date of delivery, if delivered personally;
b) three (3) business days after the date of mailing, if delivered by registered mail to an address within the City;
c) five (5) days after the date of mailing, if delivered by registered mail to an address outside of the City;
d) five (5) days after the date of mailing if delivered by regular mail to an address within the City;
e) seven (7) days after the date of mailing if delivered by regular mail to an address outside of the City.

14.6 If any amount payable under this By-law remains unpaid after ninety (90) days of receipt of the invoice, the City may add such amount to the tax roll for any property for which all the owners are responsible and may collect the amount in the same manner as municipal taxes or through the use of other legal means as deemed appropriate. The amount of the costs, including interest, constitutes a lien on the land upon the registration of a notice of lien in the Land Registry Office."

b) Removing Appendix "B" and replacing it with Appendix "B" dated October 21, 2024;

c) Removing Appendix "D" and replacing it with Appendix "D" dated October 21, 2024.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 21st day of October, 2024.

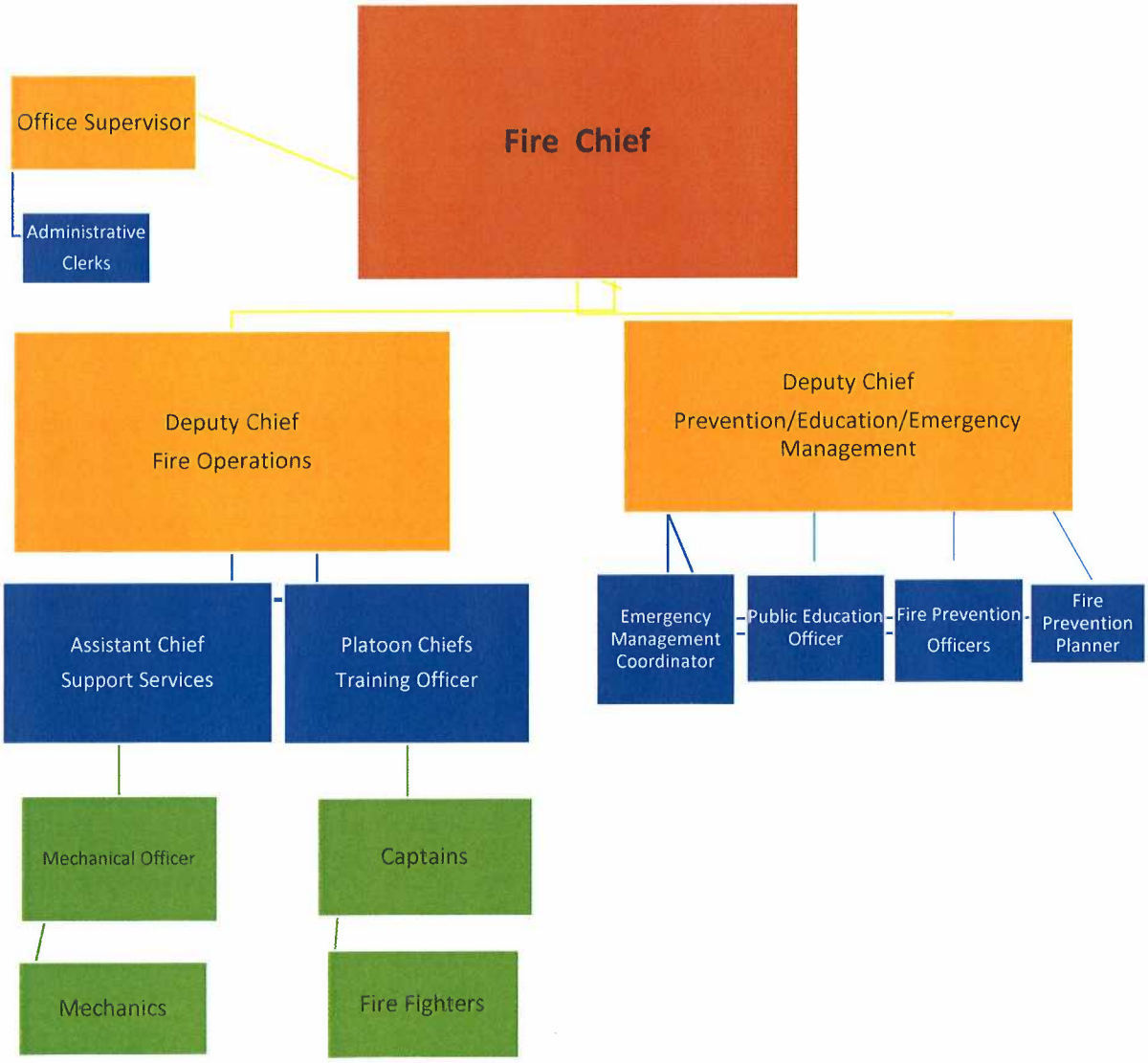
MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-148 Amend Fire Establishing and Regulating By-Law 2020-211.docx

APPENDIX "B" TO BY-LAW NO. 2020-211

Sault Ste. Marie Fire Service Organizational Chart



October 21, 2024

APPENDIX "D" TO BY-LAW NO. 2020-211

Fire Services By-Laws

22-15	Cost Recovery
19-242	RESC Lease agreement with DSSAB
19-241	Tiered Response
23-195	Fire Protection Agreement Batchewana First Nation 15D
19-075	Collective Bargaining Agreement
19-057	Fire Protection Agreement Prince Township
19-038	Fire Route
18-130	Naloxone Administration
18-129	Delegation of Authority
22-110	Fire Prevention Officer Appointment
23-98	Fire Prevention Officer Appointment
22-109	Deputy Fire Chief Appointment
23-97	Deputy Fire Chief Appointment
17-159	Fire Chief Appointment
15-069	FS & Police investigations
13-146	Fireworks
07-074	Aircraft Emergency Rescue
14-61	Municipal Forest Fire Management with MNR
84-184	International Mutual Aid
23-161	International Mutual Aid Compact
79-283	Algoma District Mutual Aid
24-102	Third Party Insurance Recovery
24-136	Regional Training Centre
22-65	72 Tancred Street Lease with DSSAB
21-196	Vehicle Maintenance Agreement with DSSAB
21-207	Medical Direction Services
22-21	Supra Key Box Agreement with DSSAB
23-60	RESC Lease Agreement with SAH/CACC

October 21, 2024

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-149

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Northern Ontario Heritage Fund Corporation (NOHFC) for the roof replacement and heat recovery system project at the John Rhodes Community Centre (JRCC).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 21, 2024 between the City and Northern Ontario Heritage Fund Corporation (NOHFC), a copy of which is attached as Schedule “A” hereto. This Agreement is for the roof replacement and heat recovery system project at the John Rhodes Community Centre (JRCC).

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 21st day of October, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-149 John Rhodes Community Centre Updates - NOHFC Contribution Agreement.docx

This **CONDITIONAL CONTRIBUTION AGREEMENT** is made between:

NORTHERN ONTARIO HERITAGE FUND CORPORATION
a corporation existing under the laws of Ontario

("**NOHFC**")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
a municipality existing under the laws of Ontario

(the "**Recipient**")

Background:

NOHFC's objects include the promotion and stimulation of economic initiatives in Northern Ontario.

The Recipient has applied to NOHFC for funds to assist the Recipient in carrying out the Project.

NOHFC is willing to provide funds to the Recipient to assist the Recipient in carrying out the Project on the terms and conditions set forth herein.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

1.0 INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa, and words in one gender include all genders;

(b) the background and the headings do not form part of this Agreement; they are for reference only and shall not affect the interpretation of this Agreement;

(c) any reference to dollars or currency shall be to Canadian dollars or currency;

(d) the words "include", "includes", and "including" are used to indicate nonexclusive examples and not that the Parties intended such examples to be an exhaustive list;

(e) any provision of this Agreement that states that NOHFC "may" do or agree to something, means that NOHFC may choose to do (or agree to) or to not do (or agree to) such thing in its sole discretion; and

(f) in the event of a conflict between the main body of this Agreement and any schedule, the

main body of this Agreement governs unless otherwise specified.

1.2 **Definitions.** In this Agreement the following terms shall have the following meanings:

"**Agreement**" means this agreement, in respect of project number 7520271 and entered into between NOHFC and the Recipient, all of the following schedules, and any amending agreement entered into as provided in Section 14.2:

(a) Schedule A – Project Description;

(b) Schedule B – Project Budget; and

(c) Schedule C – Change Request Form.

"**Application Date**" means the date that the application for funding in respect of the Project was received by NOHFC, being January 17, 2024.

"**Business Day**" means a day other than: (a) a Saturday or Sunday; (b) any statutory holiday in the Province of Ontario; or (c) any other day on which the Province of Ontario has elected to be closed for business.

"**Change Request Form**" means the form attached as Schedule C, or such other form as NOHFC prescribes from time to time, in which the Recipient requests to amend certain terms of this Agreement pursuant to Section 3.3.

"**Conflict of Interest**" means any circumstance that, in the opinion of NOHFC, constitutes a conflict of interest, including:

(a) in relation to the process of applying for funding for the Project, any circumstance where the Recipient (or any Related Party) has or could be perceived to have an unfair advantage, or engages in conduct, directly or indirectly, that could give it an unfair advantage over other applicants;

(b) in relation to the performance of its obligations under this Agreement, any circumstance where the Recipient (or any person who has the capacity to influence the Recipient's decisions) has outside commitments, relationships, or financial interests that interfere with, or could be seen to interfere with, the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both; and

(c) any situation where a Related Party owns, is employed by, or otherwise has an interest in an organization (other than the Recipient) that is carrying out work related to the Project.

"**Effective Date**" means the date on which this Agreement is signed by NOHFC.

"**Eligible Project Costs**" means the costs paid by the Recipient that are (a) incurred by the Recipient between the Application Date and the Project Completion Date; (b) in the opinion of NOHFC, reasonable and necessary for carrying out the Project; (c) limited to the cost categories and the amounts set out in the column captioned "Eligible Project Costs" in the Project Costs Chart, together with any explanatory notes thereto; and (d) net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

"**Event of Default**" has the meaning ascribed to it in Section 10.1.

"**Excess Funds Amount**" means the excess, if any, of X – Y where:

"X" is the amount of Funds provided to the Recipient under this Agreement; and

"Y" is the total Eligible Project Costs, multiplied by the Project Percentage.

"**Funds**" means the money NOHFC provides to the Recipient pursuant to this Agreement.

"**Ineligible Project Costs**" means all Project costs that are not Eligible Project Costs.

"**Maximum Funds**" means the maximum amount payable to the Recipient under this Agreement, which is the lesser of: (a) the Project Percentage of the total Eligible Project Costs, and (b) $2,000,000.

"**Northern Ontario**" means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay, and Timiskaming.

"**Party**" means either NOHFC or the Recipient, and "**Parties**" means NOHFC and the Recipient.

"**Project**" means the undertaking described in Schedule A.

"**Project Budget**" means the budget for the Project set out in Schedule B.

"**Project Completion Date**" has the meaning ascribed to it in Schedule A.

"**Project Costs Chart**" means the chart of Project costs set out in Section 1 of Schedule B.

"**Project Funding Chart**" means the chart of Project funding set out in Section 2 of Schedule B.

"**Project Location**" means the location of the Project specified in Section 2 of Schedule A.

"**Project Percentage**" means the maximum percentage of Eligible Project Costs reimbursable by NOHFC under this Agreement, as set out in Section 2 of Schedule B and as may be adjusted from time to time by NOHFC pursuant to Section 4.1(d).

"**Project Plan**" means the milestones and timelines for the Project set forth in Section 3 of Schedule A.

"**Project Report**" means a written report on the Project, duly executed by the Recipient in the form specified by (and in substance satisfactory to) NOHFC.

"**Public Entity**" means any "public entity" as defined in the *Financial Administration Act* (Ontario).

"**Related Party**" includes any shareholder, director, officer, or employee of the Recipient, any individual related by blood, adoption, or marriage to any such person (each of the foregoing, a "**Person**"), or any other person not dealing at arms' length (as such term is defined in the *Income Tax Act* (Canada)) with any such Person.

"**Reports**" means the reports described in Article 6.0 and any other reports requested by NOHFC.

"**Request for Funds**" means a request for Funds duly executed by the Recipient in the form specified by (and in substance satisfactory to) NOHFC.

2.0 THE PROJECT

2.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on the date that is three years after the Project Completion Date, unless terminated earlier in accordance with the terms of this Agreement. Notwithstanding the foregoing, if, under this section, the term of the Agreement would run longer than five years from the Effective Date, then the term of the Agreement shall expire on the fifth anniversary of the Effective Date.

2.2 **Project Completion.** The Recipient shall carry out and complete the Project:

(a) by the Project Completion Date; and

(b) in accordance with the Project Budget,

and otherwise in accordance with the terms and conditions of this Agreement.

2.3 **Project Costs.** Whenever the Recipient acquires goods or services to be claimed as Eligible Project Costs, it shall do so through a process that promotes the best value for money. If the Recipient is selecting third-party contractors from which to acquire goods or services to be claimed as Eligible Project Costs in an amount greater than $25,000, a competitive process must be used, including a written request for at least three submissions, written evaluation of submissions received and a written agreement with the successful contractor. Notwithstanding the foregoing, NOHFC may consent in writing to a non-competitive process over $25,000 if details of urgency, special expertise, confidentiality, savings, or other circumstances warrant it.

2.4 **Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that avoids any actual, potential, or perceived Conflict of Interest, except as disclosed to and expressly approved by NOHFC in writing. The Recipient shall promptly disclose to NOHFC any circumstances that a reasonable person would interpret as being a Conflict of Interest, and comply with any terms and conditions that NOHFC may require as a result of such disclosure.

2.5 **Movement and Disposal of Assets.** Except with NOHFC's prior written consent and subject to and without limiting the other terms and conditions of this Agreement, the Recipient shall not, from the Effective Date until the date that is three years after the Project Completion Date, sell, lease, or otherwise dispose of, or store or move to any location outside of Northern Ontario, any asset purchased, improved, or created, in whole or in part, with the Funds, or for which Funds were provided, in whole or in part, provided that the Recipient may sell, lease, or dispose of assets having an aggregate purchase cost not in excess of $10,000 to the extent such sale, lease, or disposal is not otherwise prohibited by this Agreement.

2.6 **Buildings and Facilities.** Except with NOHFC's prior written consent, from the Effective Date until the date that is three years after the Project Completion Date, the Recipient shall continue to own or continue to lease (as applicable) all buildings, facilities, or land purchased, constructed, or improved, in whole or in part, with the Funds, or for which, in whole or in part, Funds were provided.

2.7 **Publicity.**

(a) Unless otherwise directed by NOHFC, the Recipient shall, in a form and manner approved by NOHFC, acknowledge the support of NOHFC in all publications of any kind (including digital), relating to the Project.

(b) In order to acknowledge NOHFC's support for the Project, at NOHFC's request, the Recipient shall:

(i) install and maintain in good condition one or more signs or plaques supplied by NOHFC in conspicuous and visually unobstructed locations near the Project as approved by NOHFC; and/or

(ii) display NOHFC's visual identity digitally, in a format and manner approved by NOHFC.

(c) The Recipient shall indicate in all of its Project-related publications, whether written, oral, visual, digital, or otherwise, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of NOHFC or the Government of Ontario.

2.8 **Travel, Meal, and Accommodation Costs.** Travel, meal, and accommodation costs may only be recognized as Eligible Project Costs to the extent that such costs: (i) do not exceed any rate limits set out under Ontario's *Travel, Meal and Hospitality Expenses Directive* as amended or replaced from time to time; and (ii) would otherwise be reimbursable under the principles in that Directive.

3.0 CHANGES

3.1 **No Changes.** The Recipient shall not make any changes to the Project, the Project Budget, or the Project Plan without the prior written consent of NOHFC.

3.2 **Notification.** The Recipient shall notify NOHFC promptly if it becomes aware of any actual or potential changes as described in Section 3.1, or of any event that could reasonably be expected to affect the Recipient's ability to complete the Project in accordance with this Agreement.

3.3 **Change Requests.** In the event the Recipient:

(a) wishes to amend the Project Plan; and/or

(b) wishes to amend any portion of the Project Budget;

the Recipient shall submit a Change Request Form (with the appropriate section(s) completed) to NOHFC. NOHFC may approve or reject all or part of any such change request. If a Change Request Form is executed by both NOHFC and the Recipient, this Agreement shall be amended as set forth therein. Any other amendments to this Agreement must be made in accordance with Section 14.2.

4.0 FUNDS AND PAYMENT

4.1 Payment of Funds.

(a) Subject to the terms and conditions of this Agreement, NOHFC shall:

(i) provide Funds to reimburse the Recipient for Eligible Project Costs in an amount that is equal to the Project Percentage of Eligible Project Costs, up to the aggregate limit of the Maximum Funds; and

(ii) provide such Funds by issuing a cheque in the Recipient's name or depositing the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.

(b) NOHFC shall have no obligation to provide any disbursement of Funds to the Recipient until the Recipient has submitted the following (in form and substance satisfactory to NOHFC):

(i) a completed Request for Funds;

(ii) copies of all invoices and/or such other documentation satisfactory to NOHFC evidencing costs incurred relating to the Eligible Project Costs claimed in the submitted Request for Funds; and

(iii) copies of cancelled cheques and/or such other documentation satisfactory to NOHFC evidencing payment by the Recipient of the Eligible Project Costs claimed in the submitted Request for Funds.

(c) NOHFC may provide Funds to the Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to the Recipient in advance pursuant to this Section 4.1(c), the Recipient shall spend such Funds solely on Eligible Project Costs, and NOHFC shall not make any further disbursement of Funds until the Recipient has (in addition to satisfying all other necessary requirements under this Agreement) submitted evidence satisfactory to NOHFC that the Funds so provided pursuant to this Section 4.1(c) have been spent solely on Eligible Project Costs.

(d) If the total Eligible Project Costs are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may vary the Project Percentage to permit an aggregate disbursement of Funds of up to the maximum set forth in clause (b) of the definition of Maximum Funds.

4.2 Limitations on Funding.

(a) NOHFC shall hold back a portion of the total Funds payable to the Recipient hereunder equal to 10% of the Maximum Funds, to be released to the Recipient only after all of the following have occurred:

(i) receipt by NOHFC of all Reports required to date under the Agreement, including the final Project Report required pursuant to Section 6.1(a), following the completion of the Project in accordance with this Agreement; and

(ii) receipt by NOHFC of the final Request for Funds for the Project in accordance with Section 4.1(b)(i).

(b) The Recipient shall promptly notify NOHFC if any funds are received for the Project from sources not shown in the Project Funding Chart or in amounts that exceed the amounts set out in the Project Funding Chart. In any such case, NOHFC may reduce the Maximum Funds by, or demand the repayment of, an amount equal to any such additional funds, or vary the Project Percentage accordingly.

(c) If any Excess Funds Amount exists at any time, NOHFC may:

(i) deduct an amount equal to the Excess Funds Amount from any further disbursement of Funds; or

(ii) demand the repayment of such Excess Funds Amount.

4.3 **Conditions Precedent to Funding.** NOHFC's obligation to provide Funds to the Recipient is subject to the satisfaction of the following conditions precedent (each in form and substance satisfactory to NOHFC):

(a) NOHFC shall have received any information it may require to conduct a due diligence review of the Recipient and the Project, and NOHFC shall have completed and been satisfied with such review;

(b) the Recipient shall have provided written evidence that the funds from all other sources set out in the Project Funding Chart have been committed;

(c) the Recipient shall have provided all insurance certificates or other documents required pursuant to Article 8.0;

(d) the Recipient shall have provided a completed electronic funds transfer information form enabling NOHFC to electronically transfer Funds into the Recipient's designated bank account; and

(e) the Recipient shall have delivered all Reports required to date.

5.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 **General.** The Recipient represents, warrants, and covenants that:

(a) it is, and shall continue to be during the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;

(b) it has, and shall continue to have during the term of this Agreement, the experience and expertise necessary to carry out the Project;

(c) any information provided in, or in support of, the application to NOHFC for funding in respect of the Project (including information relating to any eligibility requirements) was true and complete at the time provided, and shall continue to be true and complete in all material respects for the term of this Agreement, except as set out to the contrary in this Agreement;

(d) it is not in default, and shall continue to not be in default, of any term, condition, or obligation under any agreement with NOHFC, His Majesty the King in right of Ontario, or any other Public Entity;

(e) it is, and shall at all times be, in compliance with any and all laws, statutes, by-laws, ordinances, decrees, requirements, directives, orders, judgments, licences, permits, codes, regulations, or other items having the force of law, and any applicable determinations, interpretations, rulings, orders, rules, or decrees of any governmental authority or arbitrator that is legally binding at the time (including obtaining, at its own expense, all permits, licences, approvals, and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement), as well as all industry standards applicable to any aspect of the Recipient's operations or the Project;

(f) it operates, and shall continue to operate during the term of this Agreement, its business in Northern Ontario;

(g) it has, and shall maintain, the insurance required under Article 8.0; and

(h) no Conflict of Interest exists, except as disclosed to and expressly approved by NOHFC in writing.

5.2 **Execution of Agreement.** The Recipient represents and warrants that:

(a) it has the full power, authority, and capacity to enter into this Agreement; and

(b) it has taken all necessary actions (if any) to authorize the execution and delivery of this Agreement.

5.3 **Governance.** The Recipient represents, warrants, and covenants that it has, shall maintain and shall follow during the term of this Agreement:

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

(b) procedures to ensure the Recipient's ongoing effective functioning;

(c) decision-making mechanisms;

(d) procedures to manage the Funds prudently and effectively;

(e) procedures to enable the successful completion of the Project;

(f) procedures to identify risks to the completion of the Project and strategies to address the identified risks, in each case in a timely manner;

(g) procedures to enable the preparation and delivery of all Reports required pursuant to this Agreement; and

(h) procedures to address such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

6.0 REPORTING, ACCOUNTING, AND REVIEW

6.1 **Reporting.** The Recipient shall prepare and provide to NOHFC (in form and substance satisfactory to NOHFC):

(a) within 90 days after the Project Completion Date, a completed and duly executed final Project Report, together with a final Request for Funds;

(b) if the Project has not yet been completed, within 60 days after each anniversary of the Effective Date, a completed and duly executed interim Project Report reporting on the status of the Project; and

(c) any other information, including accounts, data, and projections, or other Reports as NOHFC may request from time to time, within the timelines set out by NOHFC.

6.2 **Record Maintenance.** The Recipient shall keep and maintain, for a period of 7 years after the creation thereof, all records (both financial and non-financial, including invoices and evidence of payment) relating to this Agreement, Eligible Project Costs, the Funds, or the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient.

6.3 **Records Review.** NOHFC may, upon 24 hours' notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing: (a) its books and financial records, including the records referred to in Section 6.2; (b) its affairs, finances, and accounts; (c) the progress of the Project; (d) the Recipient's allocation and expenditure of the Funds; or (e) any representation or warranty made to NOHFC.

6.4 **Cooperation.** The Recipient shall, on request by NOHFC: (a) provide NOHFC access to all of its records and documents associated with this Agreement or the Project, wherever located; (b) permit NOHFC to inspect, and assist NOHFC to copy and remove, such records and documents; (c) provide any information to NOHFC that NOHFC may identify, in any form requested; and (d) carry out any activities that NOHFC requests in connection with this Article 6.0.

6.5 **No Control of Records.** For clarity, no provision of this Agreement shall be construed as giving NOHFC any control whatsoever over the Recipient's records.

6.6 **Auditor General.** NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).

6.7 **Audit Report.** If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any information submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General may request, and the Recipient shall provide at its own expense, an audit report from a public accountant licensed under the laws of Ontario. The audit report shall be satisfactory to NOHFC and/or the Auditor General, as applicable, in form and content and address:

(a) Funds received to date;

(b) Eligible Project Costs incurred by the Recipient to date;

(c) whether Eligible Project Costs that have been claimed were incurred in accordance with

the Project and this Agreement; and

(d) any other financial information pertaining to this Agreement as may be reasonably specified in the request.

7.0 INDEMNITY

7.1 **Indemnification.** The Recipient shall indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives from and against any and all liability, losses, costs, damages, and expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement.

8.0 INSURANCE

8.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and shall maintain until the final disbursement of Funds is made under this Agreement, at its own cost and expense (with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent), and comply with the requirements of, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than $2,000,000 per occurrence, which commercial general liability policy shall include the following:

(a) coverage on an occurrence basis;

(b) Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;

(c) a cross-liability clause;

(d) contractual liability coverage; and

(e) at least 30-days' written notice of cancellation or material change.

8.2 **Proof of Insurance.** The Recipient shall, in accordance with Section 4.3(c) and as NOHFC may otherwise request, provide NOHFC with certificates of insurance, or other proof as NOHFC may require, that confirms the insurance coverage required by Section 8.1. Further, upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy that relates to the Project or otherwise to this Agreement, or both.

8.3 **Third Party Insurance.** The Recipient shall ensure that any subcontractors retained to perform any part or parts of the Project shall have insurance in place that is: (a) appropriate to the Project risks; and (b) consistent with commercial practice in the subcontractor's industry.

9.0 TERMINATION ON NOTICE

9.1 **Termination on Notice.** NOHFC may terminate this Agreement at any time, for any reason and without liability, penalty, or costs, upon giving at least 30 days' notice to the Recipient.

9.2 **Consequences of Termination.** If NOHFC terminates this Agreement pursuant to Section 9.1, NOHFC may take one or more of the following actions:

(a) cancel further disbursements of Funds;

(b) demand and require the repayment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the Recipient's reasonable costs to wind down the Project, and do either or both of the following:

(i) permit the Recipient to offset such costs against the amount owing pursuant to Section 9.2(b); and/or

(ii) provide Funds to the Recipient to cover some or all of such costs.

10.0 EVENT OF DEFAULT AND CORRECTIVE ACTION

10.1 **Events of Default.** Each of the following events shall constitute an "**Event of Default**":

(a) in the opinion of NOHFC, the Recipient has provided false or misleading information to NOHFC;

(b) any representation or warranty provided to NOHFC (herein or otherwise) by or on behalf of the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;

(c) in the opinion of NOHFC, the Recipient breaches any covenant, or any other term or condition of this Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement, without the prior written consent of NOHFC:

(i) carry out and complete the Project by the Project Completion Date;

(ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;

(iii) use or spend Funds; and/or

(iv) provide Reports;

(d) the nature or location of the Recipient's operations, the Recipient's financial condition, or the Recipient's organizational structure changes such that the Recipient no longer meets one or more of the applicable eligibility requirements of the program under which it was approved for NOHFC funding;

(e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, files for the appointment of a receiver, or applies to take the benefit of any statute for the relief of debtors;

(f) if any bankruptcy, reorganization, arrangement, or other insolvency proceeding under any statute for the relief of debtors is instituted in respect of the Recipient and is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;

(g) the Recipient fails to comply with any term, condition, or obligation under any other agreement with NOHFC, His Majesty the King in right of Ontario or any other Public Entity, or the Recipient experiences an event of default under any such agreement, and such failure or event of default continues after the applicable notice and cure period, if any, and is continuing;

(h) the Recipient ceases to operate in Northern Ontario; or

(i) a Conflict of Interest exists that cannot be resolved to NOHFC's satisfaction.

10.2 **Corrective Action.** If an Event of Default has occurred and is continuing, NOHFC may, at any time, take one or more of the following actions:

(a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) suspend the payment of Funds for such period as NOHFC determines appropriate;

(c) reduce the Maximum Funds or the Project Percentage;

(d) cancel all further disbursements of Funds;

(e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

(f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed to by NOHFC;

(g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipient;

(h) demand payment to NOHFC of an amount equal to any costs NOHFC incurs to enforce its rights under this Agreement, including any costs associated with any audit, inspection, or collection hereunder, and any other legal or professional costs;

(i) terminate this Agreement without liability, penalty, or costs to NOHFC, which termination may take effect at any time specified by notice, including immediately; and/or

(j) exercise any other rights or remedies available to NOHFC under this Agreement or applicable laws,

provided that, upon the occurrence of an Event of Default under Section 10.1(e) or 10.1(f), NOHFC's obligation to make any further payment of Funds shall immediately terminate, all

Funds provided by NOHFC shall be deemed to have been demanded for repayment pursuant to Section 10.2(g), and such Funds shall immediately become due and payable, automatically and without any notice, demand, or act by NOHFC, all of which are expressly waived by the Recipient.

10.3 **Opportunity to Remedy.** Without prejudicing its rights under Section 10.2, NOHFC may provide the Recipient an opportunity to remedy the Event of Default by providing notice to the Recipient of:

(a) the particulars of the Event of Default;

(b) the period of time that NOHFC is providing for the Recipient to remedy the Event of Default; and

(c) any conditions that NOHFC imposes in order to be satisfied that the Recipient has remedied the Event of Default.

10.4 **Recipient Not Remedying.** If NOHFC has provided the Recipient with an opportunity to remedy the Event of Default pursuant to Section 10.3 and:

(a) the Recipient does not remedy the Event of Default to NOHFC's satisfaction within the time period specified in the notice;

(b) NOHFC determines that the Recipient cannot satisfactorily remedy the Event of Default within the time period specified in the notice or such further period of time as NOHFC considers reasonable; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC;

then NOHFC may immediately initiate any one or more of the actions provided for in Section 10.2.

11.0 REPAYMENT AND SET OFF

11.1 **Debt Due.** If the Recipient owes any monies to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay such amount to NOHFC immediately (unless NOHFC directs otherwise) by cheque payable to "Northern Ontario Heritage Fund Corporation", mailed to NOHFC at the address provided in Section 13.1.

11.2 **Interest Rate.** NOHFC may charge the Recipient interest on any monies owing to NOHFC by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

11.3 **Set Off.** Without limiting the application of any applicable laws, if the Recipient is indebted to NOHFC, His Majesty the King in right of Ontario, or any Public Entity (under this or any other agreement between them), NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipient under this Agreement and to reduce the total amount of Funds payable to the Recipient by such amount.

12.0 PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT

12.1 **Amounts Owing by Recipient and Subcontractors.** The Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with this Agreement.

12.2 **NOHFC's Right to Pay Amounts Due and Unpaid by Recipient or Subcontractors.** In the event the Recipient or any of its subcontractors fails to pay when due all amounts required to be paid by it or its subcontractors to complete the Project in accordance with this Agreement, NOHFC shall have the right, but for greater certainty, no obligation (and in addition to and not in substitution for any other right it may have pursuant to this Agreement or otherwise at law or in equity), to pay any such amount due and unpaid by the Recipient or its subcontractors and to deduct such amount from any amount due and owing to the Recipient pursuant to this Agreement, together with all costs incurred by NOHFC in connection therewith, or to demand the repayment of such amount from the Recipient together with all costs incurred by NOHFC in connection therewith.

13.0 NOTICE

13.1 **Notice in Writing and Addressed.** Any notice given under this Agreement shall be in writing and shall be delivered by personal delivery or courier, mailed by registered mail, or sent by fax or e-mail, and shall be addressed to NOHFC and the Recipient, respectively, as follows, or as either Party later designates to the other by notice:

To NOHFC:

Northern Ontario Heritage Fund Corporation
70 Foster Drive, Suite 200
Sault Ste. Marie, Ontario P6A 6V8

Attention: Executive Director

Fax: 705-945-6701
E-mail:
NOHFC.FinancialServicesUnit@ontario.ca

To the Recipient:

The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6

Attention: Brent Lamming, Director Community Services

Fax: 705-759-2310
E-mail: b.lamming@cityssm.on.ca

13.2 **Notice.** Any notice given by personal delivery, registered mail, or courier shall be deemed to have been given and received on the day of actual delivery thereof; provided that if any such day is not a Business Day, on the first Business Day thereafter. Any notice given by electronic means on a Business Day before 4:00 p.m. shall be deemed to have been given and received on such Business Day, and otherwise shall be deemed to have been given and received on the first Business Day following transmission.

13.3 **Postal Disruption.** Despite Section 13.2, following the occurrence and during the continuation of a postal disruption:

(a) notice by registered mail shall not be deemed to be given or received; and

(b) the Party giving notice shall give notice by e-mail, personal delivery, courier, or fax.

14.0 ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT

14.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations, understandings, and agreements regarding such subject matter.

14.2 **Modification of Agreement.** This Agreement may only be amended by a written agreement duly executed by the Parties.

14.3 **Consent.** Wherever the consent of NOHFC is referenced in this Agreement, the decision to provide (or not provide) such consent shall be at NOHFC's sole discretion, and NOHFC's consent may be given subject to the satisfaction of any terms and conditions specified by NOHFC (including the recovery of Funds provided to the Recipient).

14.4 **Waivers in Writing.** The failure or delay by NOHFC in exercising any right or remedy with respect to any breach of this Agreement by the Recipient shall not operate as a waiver or release thereof, or of any other right or remedy. Any waiver must be in writing and signed by NOHFC to be effective, and shall be limited only to the specific breach waived.

15.0 ASSIGNMENT

15.1 **No Assignment.** The rights and obligations of the Recipient under this Agreement are not assignable to any other person without the prior written consent of NOHFC, which NOHFC may provide or withhold. The rights and obligations of NOHFC under this Agreement may be assigned by NOHFC without the prior consent of the Recipient, and NOHFC shall, to the extent of the interest assigned, be released from its obligations under this Agreement but in any event shall continue to be entitled to the benefits of Article 7.0.

15.2 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.

16.0 ACKNOWLEDGEMENTS

16.1 **Acknowledgements.** The Recipient acknowledges that:

(a) NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act;

(b) by receiving the Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

(c) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

(d) the Funds are:

(i) to assist the Recipient to carry out the Project and not to provide goods or services to NOHFC or the Government of Ontario; and

(ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and

(e) NOHFC is not responsible for carrying out the Project, and, without limiting the foregoing, the Recipient shall remain responsible for any cost overruns related to the Project.

17.0 SURVIVAL

17.1 **Survival.** The provisions in Article 1.0, Section 2.4, Section 2.5, Section 2.6, Section 2.7, Section 2.8, Sections 4.2(b) and 4.2(c), Article 6.0, Article 7.0, Sections 10.1, 10.2(e), (f), (g), (h), and (j), Article 11.0, Article 12.0, Article 13.0, Article 14.0, Article 15.0, Article 16.0, Article 17.0, Sections 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, and all applicable definitions used, and provisions and schedules cross-referenced therein, shall survive any expiry, termination, or cancellation of the Agreement, and continue in full force and effect for a period of 7 years thereafter.

18.0 MISCELLANEOUS

18.1 **Governing Law.** This Agreement and the rights, obligations, and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement shall be conducted in Ontario.

18.2 **Agreement into Effect.** The Recipient will provide such further assurances as NOHFC may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things, including executing and delivering further documents, necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

18.3 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

18.4 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner, or employee of NOHFC or any of its directors, officers, agents, advisors, or representatives, and the Recipient shall not take any actions that could establish or imply such a relationship.

18.5 **Agent.** The Recipient acknowledges that NOHFC may from time to time appoint agents, representatives, and independent auditors to carry out any of its rights or obligations under this Agreement.

18.6 **Joint and Several Liability.** Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to NOHFC for the obligations of the Recipient under the Agreement.

18.7 **Rights and Remedies Cumulative.** The rights and remedies of NOHFC under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

18.8 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18.9 **Execution by Electronic Means.** This Agreement may be executed by electronic signature and delivered by fax or e-mail transmission, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original signature. The words "execution," "signed," "signature," and similar words in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, and enforceability as a manually executed signature.

[Signature page follows]

The Parties have executed this Agreement on the dates set out below.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

_____
Date

_____
Name: John Guerard
Title: Executive Director

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
Date

_____
Name:
Title: Mayor Matthew Shoemaker

_____
Name:
Title: City Clerk - Rachel Tyczinski

I/We have authority to bind the Recipient.

SCHEDULE A
PROJECT DESCRIPTION

1. Project Summary

The Recipient will carry out and complete the following renovations at the Recipient's John Rhodes Community Centre (the "Facility"):

(a) replace the Facility's roof with a new roof, which will include the installation of the following: a new PVC sarniful roof membrane, curbing, aluminum flashing, and below deck roof insulation;

(b) replace six of the Facility's HVAC roof units with six new HVAC roof units;

(c) replace two roof condensers at the Facility with two new roof condensers; and

(d) purchase and install a new full heat recovery unit (including components) at the Facility in order to allow for a two-part cascade system at the Facility to recover waste energy from the Facility's refrigeration plant, amplify it via a water source heat pump and deliver the energy to the Facility's pool water.

2. Project Location

Sault Ste. Marie, Ontario

3. Project Plan

The Recipient shall complete each of the Project milestones no later than the date set across from such milestone in the table below.

Project milestones	***Timing***	
	Start (month/ year)	***End (month/ year)***

Project completion date (the "**Project Completion Date**"): _____ ___, 20__

SCHEDULE B
PROJECT BUDGET

1. Project Costs Chart

Project cost category	*Eligible Project Costs*	*Ineligible Project Costs*	*Total cost*
Construction	$3,725,000	$0	$3,725,000
Heat recovery system	$800,000	$0	$800,000
Contingency*	$200,000	$0	$200,000
Engineering / design / project management	$75,000**	$0	$75,000
TOTAL	**$4,800,000**	**$0**	**$4,800,000**

** Costs may be claimed under the 'Contingency' project cost category if they would otherwise be considered Eligible Project Costs under any other project cost category listed in this Project Costs Chart.*

*** Eligible Project Costs may include travel, meal, and accommodation costs to the extent that they comply with the provisions of the section entitled "Travel, meal, and accommodation costs" in Section 2.8 of this Agreement.*

2. Project Funding Chart

Funding sources	*Financing type*	*Project cost category*	*Total funding*
NOHFC	Conditional contribution	Eligible Project Costs	$2,000,000
Recipient	Cash	All costs	$2,800,000
		TOTAL	**$4,800,000**
		Project Percentage (NOHFC % of total Eligible Project Costs)	**41.67%**

SCHEDULE C
CHANGE REQUEST FORM

TO: Northern Ontario Heritage Fund Corporation ("**NOHFC**")

RE: Conditional contribution agreement between NOHFC and The Corporation of the City of Sault Ste. Marie (the "**Recipient**") effective as of [ ], 20[ ] (as the same may be amended from time to time, the "**Agreement**"). Capitalized terms used but not defined herein shall have the meanings attributed to such terms in the Agreement.

The Recipient hereby requests the following modifications to the Agreement:

1. ☐ ***Changes to Project Plan*** *(For a requested change to the Project milestones and/or their respective timelines, and/or the Project Completion Date.)*

[Indicate new Project milestones, their respective timelines, and Project Completion Date below. If the new information you provide is acceptable to NOHFC, this section will replace what appears in the Agreement upon the effectiveness of this amendment.]

Replace the Project Plan with the following:

Project Plan

The Recipient shall complete each of the Project milestones no later than the date set across from such milestone in the table below.

Project milestones	***Timing***	
	Start (month/ year)	***End (month/ year)***

Project completion date (the "**Project Completion Date**"): _____ ___, 20__

(Change Request Form continued on following page – please fill out all applicable sections)

SCHEDULE C
CHANGE REQUEST FORM (CONT'D)

2. ☐ ***Changes to Project Budget*** *(For a requested change to any portion of the Project Budget, including the Project Costs Chart and/or the Project Funding Chart.)*

[Speak to your Project Officer about filling in these charts. If your requested revisions are acceptable to NOHFC, these charts, as applicable, will replace what appears in the Agreement upon the effectiveness of this amendment.]

☐ Replace the Project Costs Chart with the following:

Project Costs Chart

Project cost category	*Eligible Project Costs*	*Ineligible Project Costs*	*Total cost*
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
TOTAL	$	$	$

☐ Replace the Project Funding Chart with the following:

Project Funding Chart

Funding sources	*Financing type*	*Project cost category*	*Total funding*
			$
			$
			$
		TOTAL	$
		Project Percentage (NOHFC % of total Eligible Project Costs)	%

(Change Request Form continued on following page – please fill out all applicable sections)

SCHEDULE C
CHANGE REQUEST FORM (CONT'D)

3. *Amendment*

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that:

(a) the information provided to NOHFC (and/or its agents or representatives) to support this request is true, complete, and accurate;

(b) the representations and warranties set forth in the Agreement are true and correct in all material respects;

(c) except as specifically dealt with herein, no Event of Default has occurred and is continuing; and

(d) all of the Recipient's obligations to date, as set out in the Agreement, have been satisfied.

Further, the Parties herein agree that:

(i) Section 2.1 of the Agreement is amended by deleting the sentence "Notwithstanding the foregoing, if, under this section, the term of the Agreement would run longer than five years from the Effective Date, then the term of the Agreement shall expire on the fifth anniversary of the Effective Date.", if that language is included in Section 2.1 of the Agreement; and

(ii) notwithstanding Section 2.1 of the Agreement, if, under that section, the term of the Agreement would run longer than five years from the Amendment Effective Date (as defined below), then the term of the Agreement shall expire on the fifth anniversary of the Amendment Effective Date.

Except as may be specifically set forth herein, neither NOHFC's signature on this Change Request Form, nor anything contained herein, shall act as a waiver by NOHFC of any present or future default that may exist under the Agreement. Unless expressly amended herein, all terms and conditions of the Agreement remain in full force and effect, unamended.

This Change Request Form may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Change Request Form may be executed by electronic signature and delivered by fax or e-mail transmission, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original signature.

By their respective signatures below, each Party agrees to the amendments above and the Agreement is accordingly amended effective as of the date NOHFC has executed this form (the "**Amendment Effective Date**").

[Signature page follows]

SCHEDULE C
CHANGE REQUEST FORM (CONT'D)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____ Date: _____
Name:
Position:

_____
Name:
Position:

I/We have authority to bind the Recipient.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

_____ Date: _____
Name:
Position:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-150

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and S&T Electrical Contractors Ltd. for the Civic Centre Sprinklers and Domestic Water Line upgrade.

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

1. **EXECUTION OF DOCUMENT**

   The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 21, 2024 between the City and S&T Electrical Contractors Ltd., a copy of which is attached as Schedule “A” hereto. This Agreement is for the Civic Centre Sprinklers and Domestic Water Line upgrade.

2. **SCHEDULE "A"**

   Schedule "A" forms part of this by-law and is available for viewing in the Clerk’s Department.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 21st day of October, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-150 Civic Centre sprinklers and water line upgrade.docx

CCDC 2

CCDC 2

Stipulated Price Contract

2020

Civic Centre Sprinklers & Domestic Water Line Upgrades

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 2 STIPULATED PRICE CONTRACT

TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR
A-1 The Work
A-2 Agreements and Amendments
A-3 Contract Documents
A-4 Contract Price
A-5 Payment
A-6 Receipt of and Addresses for Notices in Writing
A-7 Language of the Contract
A-8 Succession

DEFINITIONS
Change Directive
Change Order
Construction Equipment
Consultant
Contract
Contract Documents
Contract Price
Contract Time
Contractor
Drawings
Notice in Writing
Owner
Other Contractor
Payment Legislation
Place of the Work
Product
Project
Ready-for-Takeover
Shop Drawings
Specifications
Subcontractor
Substantial Performance of the Work
Supplemental Instruction
Supplier
Temporary Work
Value Added Taxes
Work
Working Day

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS
GC 1.1 Contract Documents
GC 1.2 Law of the Contract
GC 1.3 Rights and Remedies
GC 1.4 Assignment

PART 2 ADMINISTRATION OF THE CONTRACT
GC 2.1 Authority of the Consultant
GC 2.2 Role of the Consultant
GC 2.3 Review and Inspection of the Work
GC 2.4 Defective Work

PART 3 EXECUTION OF THE WORK
GC 3.1 Control of the Work
GC 3.2 Construction by the Owner or Other Contractors
GC 3.3 Temporary Work
GC 3.4 Construction Schedule
GC 3.5 Supervision
GC 3.6 Subcontractors and Suppliers
GC 3.7 Labour and Products
GC 3.8 Shop Drawings

PART 4 ALLOWANCES
GC 4.1 Cash Allowances
GC 4.2 Contingency Allowance

PART 5 PAYMENT
GC 5.1 Financing Information Required of the Owner
GC 5.2 Applications for Payment
GC 5.3 Payment
GC 5.4 Substantial Performance of the Work and Payment of Holdback
GC 5.5 Final Payment
GC 5.6 Deferred Work
GC 5.7 Non-conforming Work

PART 6 CHANGES IN THE WORK
GC 6.1 Owner's Right to Make Changes
GC 6.2 Change Order
GC 6.3 Change Directive
GC 6.4 Concealed or Unknown Conditions
GC 6.5 Delays
GC 6.6 Claims for a Change in Contract Price

PART 7 DEFAULT NOTICE
GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION
GC 8.1 Authority of the Consultant
GC 8.2 Adjudication
GC 8.3 Negotiation, Mediation and Arbitration
GC 8.4 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY
GC 9.1 Protection of Work and Property
GC 9.2 Toxic and Hazardous Substances
GC 9.3 Artifacts and Fossils
GC 9.4 Construction Safety
GC 9.5 Mould

PART 10 GOVERNING REGULATIONS
GC 10.1 Taxes and Duties
GC 10.2 Laws, Notices, Permits, and Fees
GC 10.3 Patent Fees
GC 10.4 Workers' Compensation

PART 11 INSURANCE
GC 11.1 Insurance

PART 12 OWNER TAKEOVER
GC 12.1 Ready-for-Takeover
GC 12.2 Early Occupancy by the Owner
GC 12.3 Warranty

PART 13 INDEMNIFICATION AND WAIVER
GC 13.1 Indemnification
GC 13.2 Waiver of Claims

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

CCDC Copyright 2020
Must not be copied in whole or in part without the written permission of the CCDC.

AGREEMENT BETWEEN OWNER AND CONTRACTOR
For use when a stipulated price is the basis of payment.

This Agreement made on 21st day of October in the year 2024 .
by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

S&T Electrical Contractors Ltd.

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for *(insert below the description or title of the Work)*

Civic Centre Sprinklers & Domestic Water Line Upgrade

located at *(insert below the Place of the Work)*

99 Foster Drive, Sault Ste. Marie, Ontario

for which the Agreement has been signed by the parties, and for which *(insert below the name of the Consultant)*

MET Energy Systems

is acting as and is hereinafter called the "*Consultant*" and

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the 22nd day of October in the year 2024 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the 8th day of January in the year 2025 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents.*

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

*

Civic Centre Sprinklers & Domestic Water Lines - Tender Design Drawings
Civic Centre Sprinklers & Domestic Water Lines - Tender Specifications
Civic Centre Sprinklers & Domestic Water Lines - Addendum 1
Civic Centre Sprinklers & Domestic Water Lines - Contractor Proposal

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)*

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

ARTICLE A-4 CONTRACT PRICE

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

Two Hundred Twenty Six Thousand Six Hundred and Sixty

/100 dollars $ 226,660.00

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

Twenty Nine Thousand Four Hundred and Sixty Five

80 /100 dollars $ 29,465.80

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

Two Hundred Fifty Six Thousand One Hundred and Twenty Five

80 /100 dollars $ 256,125.80

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

.1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,

.2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and

.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

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

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

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

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

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

Royal Bank of Canada

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

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or deletions have been set forth in supplementary conditions.

Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, ON

address

r.caron@cityssm.on.ca

email address

Contractor

S&T Electrical Contractors Ltd.

*name of Contractor**

158 Sackville Road

address

mgirardi@stgroup.ca

email address

Consultant

MET Energy Systems

*name of Consultant**

477 Queen Street East Suite 304, Sault Ste. Marie, ON

address

tsjanzen@meteng.on.ca

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

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

ARTICLE A-8 SUCCESSION

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

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

_____
signature

_____
name of person signing

OWNER

The Corporation of the City of Sault Ste. Marie

_____
name of Owner

_____
signature

_____
name and title of person signing

WITNESS

_____
signature

_____
name of person signing

CONTRACTOR

S&T Electrical Contractors Ltd.

_____
name of Contractor

_____
signature

_____
name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

DEFINITIONS

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

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK .

Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Other Contractor

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation

Payment Legislation means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or deletions are set forth in supplementary conditions.

Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents.*

1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents.*

1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor.*

1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents.* If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.

1.1.5 If there is a conflict within the *Contract Documents*:

.1 the order of priority of documents, from highest to lowest, shall be

- the Agreement between *Owner* and *Contractor*,
- the Definitions,
- Supplementary Conditions,
- the General Conditions,
- Division 01 of the *Specifications*,
- technical *Specifications*,
- material and finishing schedules,
- the *Drawings*.

.2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.

.3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.

.4 amended or later dated documents shall govern over earlier documents of the same type.

.5 noted materials and annotations shall govern over graphic indications.

1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between:

.1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

.2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.

1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.

1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.

1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant*'s property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.11 Physical models furnished by the *Contractor* at the *Owner*'s expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or deletions are set forth in supplementary conditions.

1.3.2 No action or failure to act by the *Owner*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.

2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.

2.2.4 Based on the *Consultant*'s observations and evaluation of the *Contractor*'s applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.

2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor*'s failure to perform the *Work* in accordance with the *Contract Documents*.

2.2.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.

2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.

2.2.9 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.11 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers,* or their agents, employees, or other persons performing any of the *Work*.

2.2.12 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor.*

2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.

2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.2.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

2..2.18 If the *Consultant*'s engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.

2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is required by the laws or ordinances applicable to the *Place of the Work*.

2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

2.4.2 The *Contractor* shall make good promptly *Other Contractors'* work destroyed or damaged by such corrections at the *Contractor*'s expense.

2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or deletions are set forth in supplementary conditions.

3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

.1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner*'s own forces with the *Work* of the *Contract*;

.2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;

.3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and

.4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner*'s own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:

.1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;

.2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner*'s own forces that are identified in the *Contract Documents*;

.3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and

.4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.

3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 3.3 TEMPORARY WORK

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.

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

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

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

.1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;

.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and

.3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE WORK.

GC 3.5 SUPERVISION

3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.

3.5.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor*'s appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.6.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.6.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.

3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.6.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor*'s or *Supplier*'s work which has been certified for payment.

GC 3.7 LABOUR AND PRODUCTS

3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.

3.7.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

GC 3.8 SHOP DRAWINGS

3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner*'s own forces.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

3.8.3 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

.1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.8.4 The *Consultant*'s review is for conformity to the design concept and for general arrangement only.

3.8.5 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents.* The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.8.6 The *Consultant*'s review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor*'s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.

4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.

4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.

4.2.2 The contingency allowance includes the *Contractor*'s overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*.

5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner*'s financial arrangements to fulfil the *Owner*'s obligations under the *Contract* during the performance of the *Contract*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

GC 5.2 APPLICATIONS FOR PAYMENT

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.2.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.

5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.

5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.

5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PAYMENT

5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:

.1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.

.2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*s application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.

5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.

5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 FINAL PAYMENT

5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner,* with a copy to the *Contractor*.

5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.

5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

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

GC 5.7 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
- .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:

.1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.

.2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.

.3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

.1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:

(1) trade labour in the direct employ of the *Contractor*;

(2) the *Contractor*'s personnel when stationed at the field office;

(3) the *Contractor*'s personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and

(4) the *Contractor*'s office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

.2 cost of all *Products* including cost of transportation thereof;

.3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under $1,000 owned by the *Contractor*;

.4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under $1,000;

.5 cost of all equipment and services required for the *Contractor*'s field office;

Subcontract

.6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

Others

.7 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;

.8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;

.9 cost of quality assurance such as independent inspection and testing services;

.10 charges levied by authorities having jurisdiction at the *Place of the Work*;

.11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;

.12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;

.13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;

.14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;

.15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;

.16 cost for removal and disposal of waste products and debris;

.17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:

(1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,

(2) the result of the negligent acts or omissions of the *Contractor*, or

(3) the result of a breach of this *Contract* by the *Contractor*;

.18 cost of auditing when requested by the *Owner*; and

.19 cost of *Project* specific information technology in accordance with the method determined by the parties.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.

6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor*'s pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.

6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

.4 any cause beyond the *Contractor*'s control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
.1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
.2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

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

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor*'s insolvency, or if a receiver is appointed because of the *Contractor*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor*'s right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor*'s contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner*'s instructions if the *Contractor*:
.1 commences the correction of the default within the specified time,
.2 provides the *Owner* with an acceptable schedule for such correction, and
.3 corrects the default in accordance with the *Contract* terms and with such schedule.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or deletions are set forth in supplementary conditions.

7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:

.1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or

.2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:

.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,

.2 withhold further payment to the *Contractor* until a final certificate for payment is issued,

.3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and

.4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

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

7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.

7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:

.1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*,

.2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,

.3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or

.4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.

7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Contractor* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant*'s opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 ADJUDICATION

8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' in effect at the time of bid closing, the parties shall appoint a Project Mediator

.1 within 20 *Working Days* after the *Contract* was awarded, or

.2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.

8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.

8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.

8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:

.1 held in abeyance until:

(1) *Ready-for-Takeover*,

(2) the *Contract* has been terminated, or

(3) the *Contractor* has abandoned the *Work*,

whichever is earlier; and

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or deletions have been set forth in supplementary conditions.

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

GC 8.4 RETENTION OF RIGHTS

8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Contractor* shall protect the *Work*, the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
.1 errors or omissions in the *Contract Documents*; or
.2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or the *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.5 If the *Contractor*
.1 encounters toxic or hazardous substances at the *Place of the Work*, or
.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,
which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
.3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or deletions are set forth in supplementary conditions.

9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

.1 take all steps as required under paragraph 9.2.4;
.2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
.4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.

9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
.4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.

9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.

9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.

9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.

9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner*'s own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.

9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

.1 the observing party shall promptly report the circumstances to the other party in writing,
.2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

.3 if the *Owner* and the *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
.1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
.4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.

9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
.1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
.2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
.4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.

10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.

10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 'CCDC Insurance Requirements' in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.

.2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

.3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.

.4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

(1) 10 calendar days after the date of *Ready-for-Takeover*;

(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and

(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:

(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and

(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

.8 Contractors' Pollution Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

.1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.

.2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.

.3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.

.4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.

.5 Make available a copy of the as-built drawings completed to date on site.

.6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.

.7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.

.8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.

12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.

12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor*'s list and application:

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

.1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
.2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.

12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.

12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.

12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:
.1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
.2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
.3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.

12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Ready-for-Takeover* has been attained.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
.1 caused by:
(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
.2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or deletions are set forth in supplementary conditions.

13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.

.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.

.3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.

.4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.

13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.

13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and

.2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and

.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 WAIVER OF CLAIMS

13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:

.1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;

.2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;

.3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and

.4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.

13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:

.1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and

.2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.

13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:

.1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions and deletions are set forth in supplementary conditions.

.2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
.3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
.4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
.5 claims arising pursuant to GC 12.3 – WARRANTY; and
.6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.

13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
.1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
.2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
.3 claims arising under GC 12.3 – WARRANTY; and
.4 claims for which *Notice is Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.

13.2.6 "*Notice in Writing* of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
.1 a clear and unequivocal statement of an intention to claim;
.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
.3 a statement of the estimated quantum of the claim.

13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.

13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

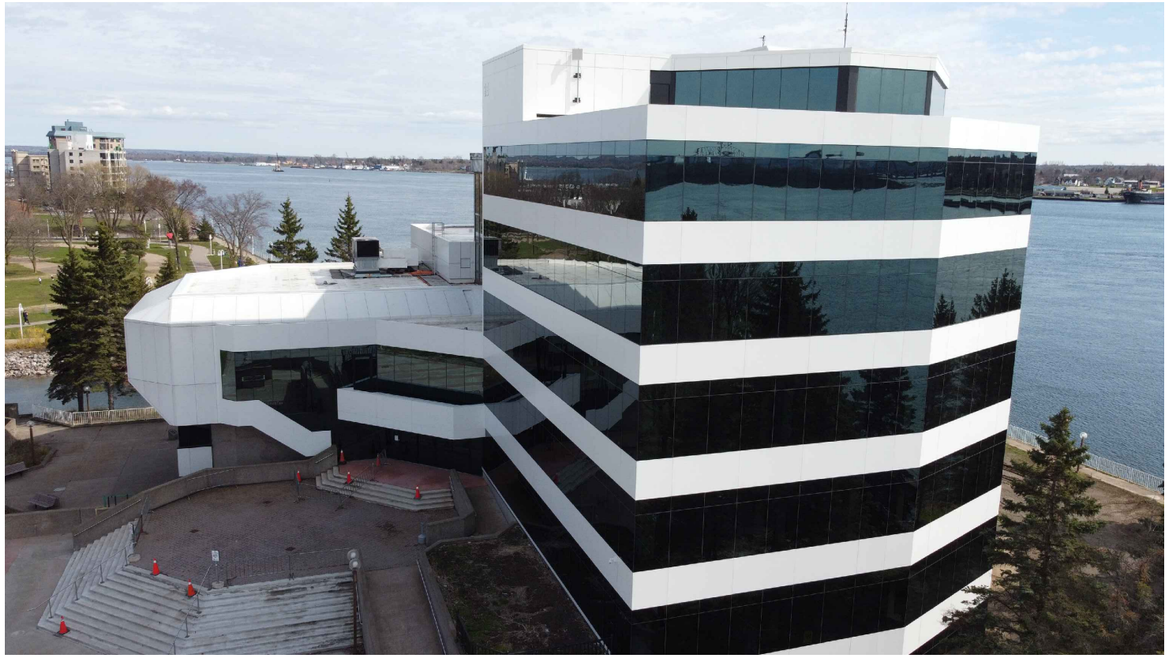
Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or deletions are set forth in supplementary conditions.

CIVIC CENTRE SPRINKLERS & DOMESTIC WATER LINE UPGRADES

99 FOSTER DRIVE

SAULT STE. MARIE, ON

ISSUED FOR TENDER SEPTEMBER 4 2024



CITY FILE No. 2024PWE-ENG-BS-06-T
MET PROJECT No. 23M55

met energy systems
CONSULTING ENGINEERING
477 QUEEN STREET, EAST SUITE 304
SAULT STE. MARIE, ON P6A 1Z5
PHONE: (705)942-3344 FAX: (705)942-1477
http://www.meteng.on.ca

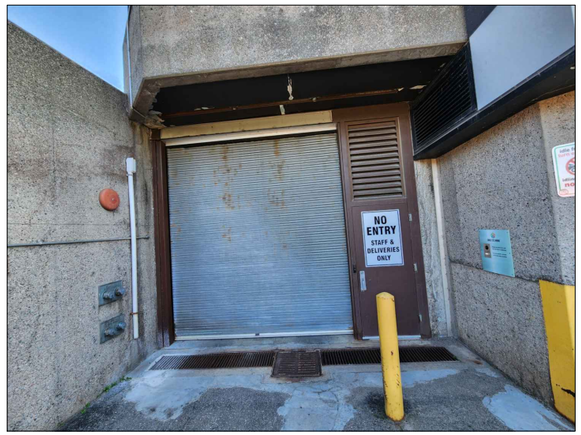


PHOTO #1. OUTSIDE WALL W. STANDPIPE & GONG

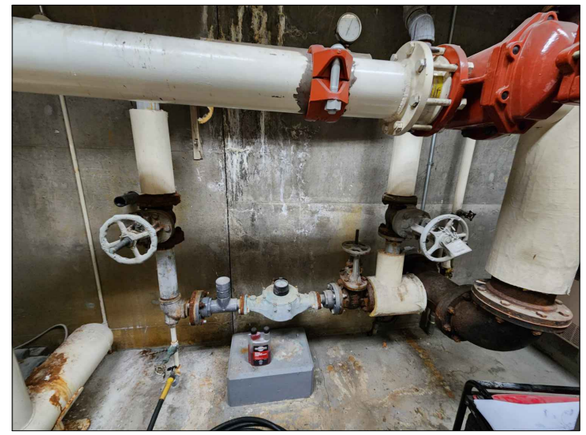


PHOTO #2. EXISTING WATER METER

NOTES

1. WATER METER AND SPRINKLER HEADER TO BE REMOVED.
2. REMOVE INCOMING WATER BACK TO FIRST FITTING AT WALL.
3. ALL PIPING IN WATER METER ROOM TO BE REMOVED & REPLACED.

LEGEND

1. 4" GALVANIZED DOMESTIC WATER
2. 6" TO EXISTING SPRINKLERS
3. 8" TO FIRE PUMP
4. 4" FROM STANDPIPE FIRE DEPARTMENT CONNECTION
5. 3 1/2" TO GARAGE DRY SPRINKLER SYSTEM

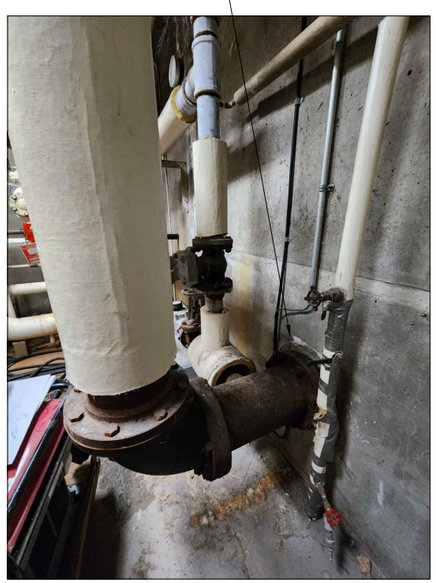


PHOTO #3. MAIN WATER LINE (8")

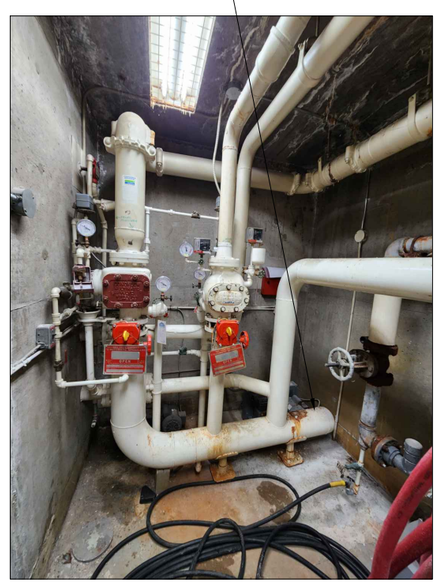
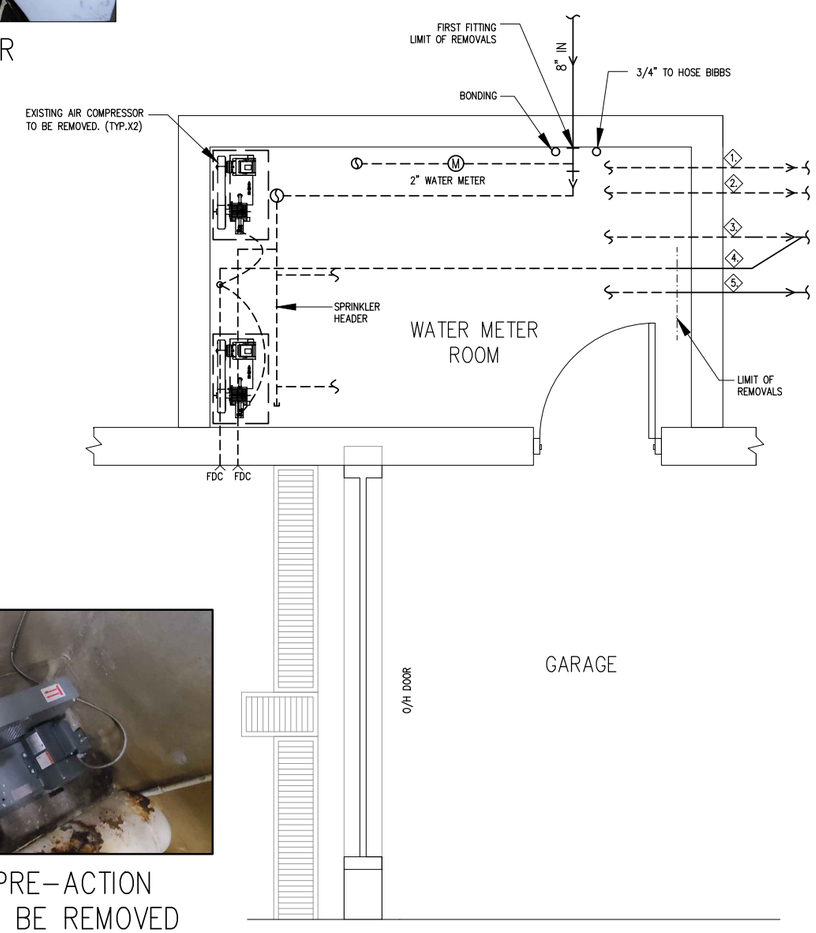


PHOTO #4. EX. SPRINKLER HEADER TO BE REMOVED

PHOTO #5. EX. PRE-ACTION COMPRESSOR TO BE REMOVED



REMOVAL PLAN

met
energy systems
CONSULTING ENGINEERING
477 QUEEN STREET, EAST SUITE 304
SAULT STE. MARIE, ON P6A 1Z5
PHONE: (705)942-3344 FAX: (705)942-1477
http://www.meteng.on.ca

ALL RIGHTS RESERVED. THIS IS A COMMERCIAL DRAWING AND IS SUPPLIED FOR USE FOR AN AUTHORIZED JOB. THIS DRAWING, OR ANY INFORMATION THEREFROM, SHALL NOT BE DISCLOSED, USED, OR REPRODUCED EITHER WHOLLY OR IN PART, EXCEPT IN CONJUNCTION WITH SUCH USE AND WITH THE PRIOR WRITTEN CONSENT OF MET ENERGY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION OR FABRICATION UNTIL SIGNED AS CHECKED AND APPROVED.

© 2006 MET ENERGY SYSTEMS.

ALL MEASUREMENTS MUST BE CHECKED ON SITE BY CONTRACTOR.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE OWNER AND MUST BE RETURNED UPON COMPLETION OF CONTRACT.

DO NOT SCALE DRAWINGS

ENGINEER'S SEAL

REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2024-09-04

PROJECT DESCRIPTION:

CIVIC CENTRE SPRINKLERS & DOMESTIC WATER LINE UPGRADE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:

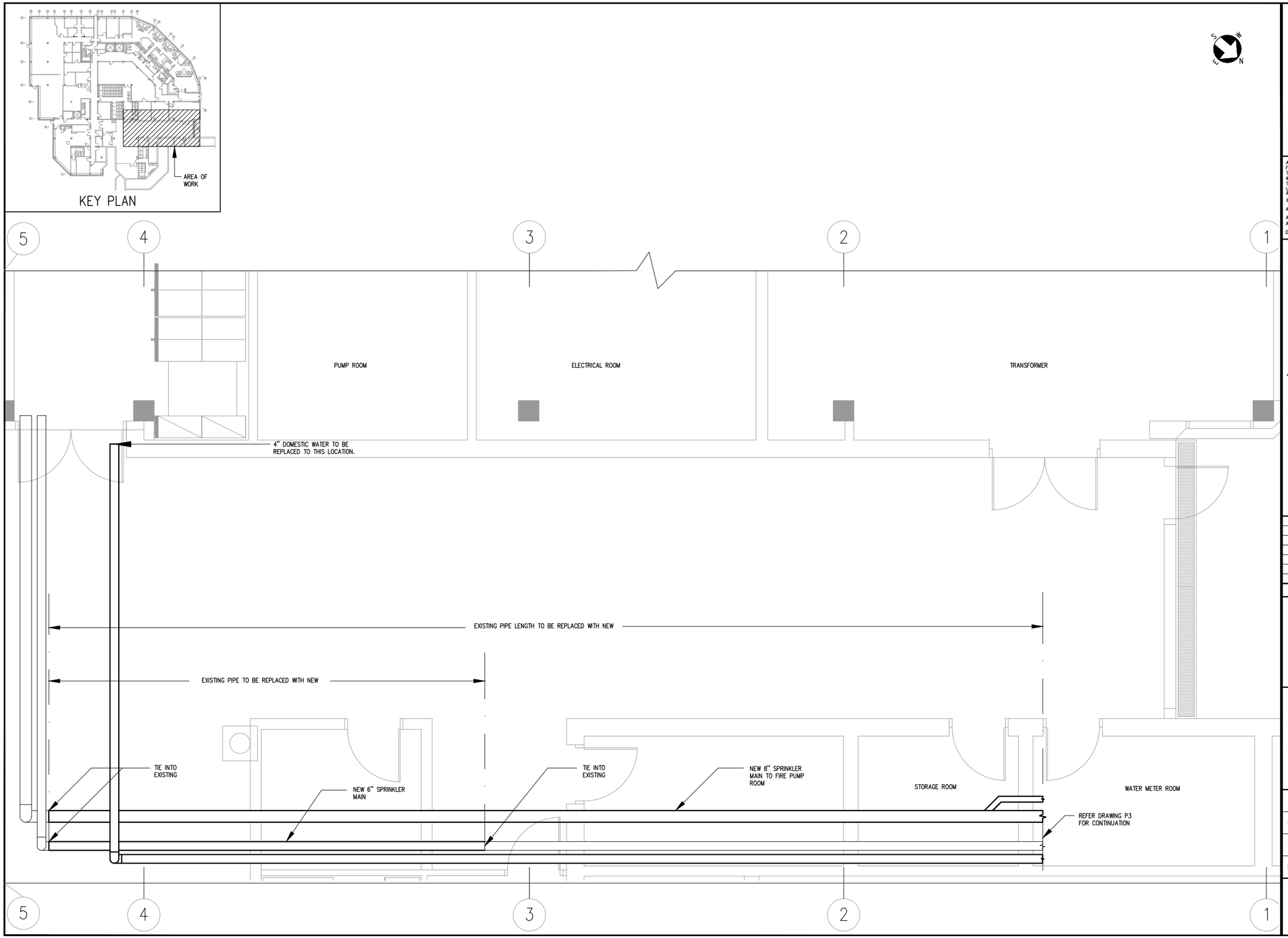
PLUMBING
BASEMENT
WATER METER ROOM
REMOVALS

SCALE:	1/4"=1'-0 1:48		FORM SIZE (15.5"x10")
DRAWN BY:	SS	DATE:	2024-09-04
CHECKED BY:	TSJ	DATE:	2024-08-20
PROJECT NO:	23M55	FILE NO:	23M55-P1

P1

SHEET NO. 1 OF 9

0 REV



met
energy systems
CONSULTING ENGINEERING
477 QUEEN STREET, EAST SUITE 304
SAULT STE. MARIE, ON P6A 1Z5
PHONE: (705)942-3344 FAX: (705)942-1477
http://www.meteng.on.ca

ALL RIGHTS RESERVED. THIS IS A COMMERCIAL DRAWING AND IS SUPPLIED FOR USE FOR AN AUTHORIZED JOB. THIS DRAWING, OR ANY INFORMATION THEREFROM, SHALL NOT BE DISCLOSED, USED, OR REPRODUCED EITHER WHOLLY OR IN PART, EXCEPT IN CONJUNCTION WITH SUCH USE AND WITH THE PRIOR WRITTEN CONSENT OF MET ENERGY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION OR FABRICATION UNTIL SIGNED AS CHECKED AND APPROVED.

© 2006 MET ENERGY SYSTEMS.

ALL MEASUREMENTS MUST BE CHECKED ON SITE BY CONTRACTOR.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE OWNER AND MUST BE RETURNED UPON COMPLETION OF CONTRACT.

DO NOT SCALE DRAWINGS

ENGINEER'S SEAL

LICENSED PROFESSIONAL ENGINEER
T. JANZEN
2024-09-04
PROVINCE OF ONTARIO

REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2024-09-04

PROJECT DESCRIPTION:

CIVIC CENTRE SPRINKLERS & DOMESTIC WATER LINE UPGRADE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:

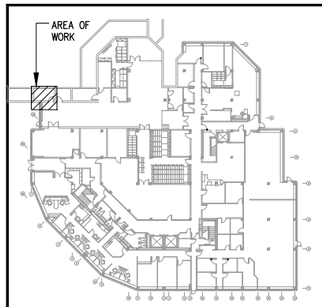
PLUMBING
BASEMENT
DOMESTIC WATER AND FIRE PROTECTION PLAN

SCALE:	3/16"=1'-0 1:64		FORM SIZE (15.5"x10")
DRAWN BY:	SS	DATE:	2024-08-16
CHECKED BY:	TSJ	DATE:	2024-09-04
PROJECT NO:	23M55	FILE NO:	23M55-P2

P2

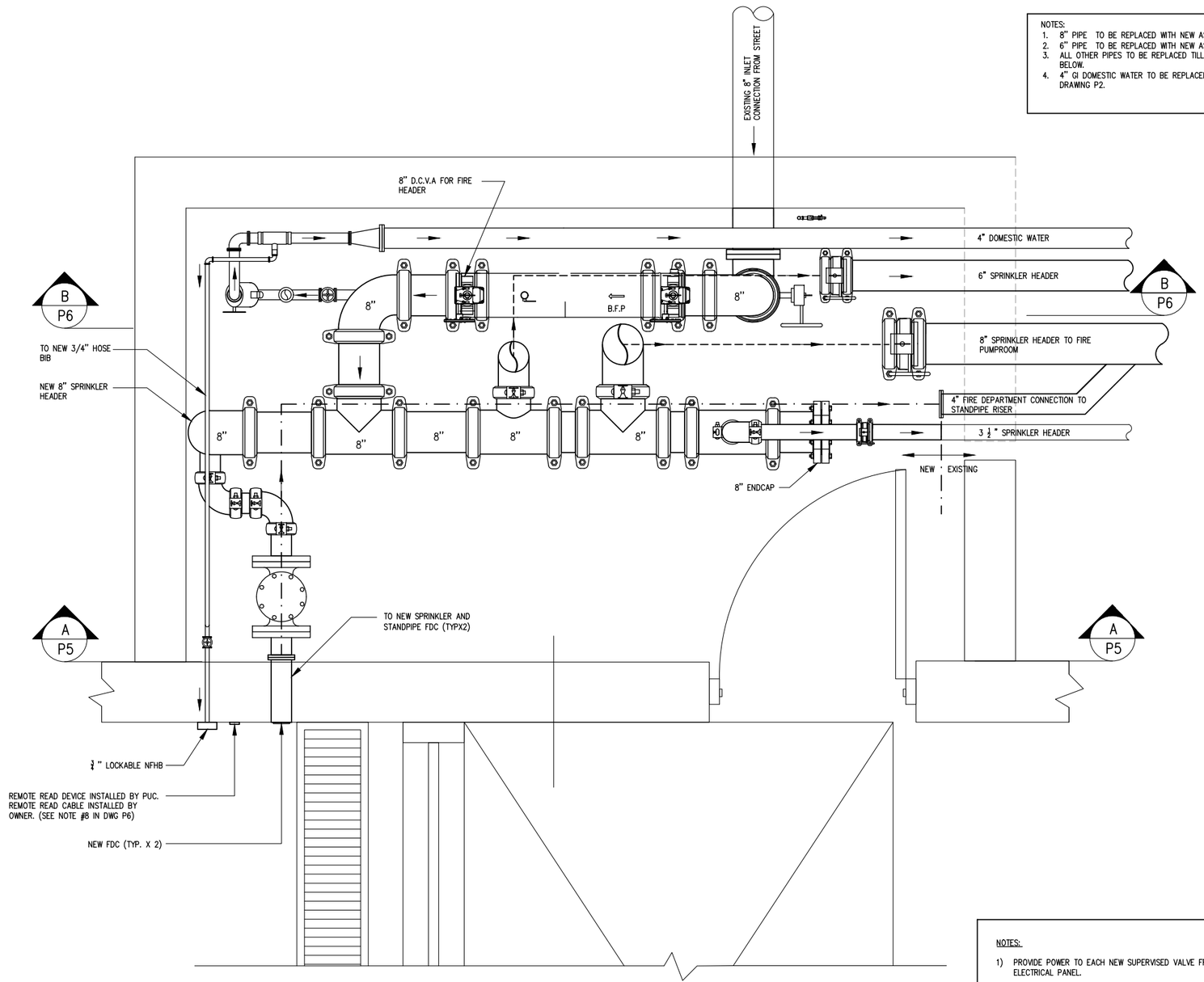
SHEET NO. 2 OF 9

0 REV



KEY PLAN

NOTES:
1. 8" PIPE TO BE REPLACED WITH NEW AS PER DRAWING P2.
2. 6" PIPE TO BE REPLACED WITH NEW AS PER DRAWING P2.
3. ALL OTHER PIPES TO BE REPLACED TILL WALL OPENING AS SHOWN BELOW.
4. 4" GI DOMESTIC WATER TO BE REPLACED WITH NEW AS PER DRAWING P2.



WATER METER ROOM - HIGH PIPING PLAN

NOTES:

1) PROVIDE POWER TO EACH NEW SUPERVISED VALVE FROM CLOSEST ELECTRICAL PANEL.

2) PROVIDE ALL WIRING, COMPONENTS AND PROGRAMMING REQUIRED TO TIE ALL NEW SUPERVISED VALVES INTO EXISTING FIRE ALARM SYSTEM.

met
energy systems
CONSULTING ENGINEERING
477 QUEEN STREET, EAST SUITE 304
SAULT STE. MARIE, ON P6A 1Z5
PHONE: (705)942-3344 FAX: (705)942-1477
http://www.meteng.on.ca

ALL RIGHTS RESERVED. THIS IS A COMMERCIAL DRAWING AND IS SUPPLIED FOR USE FOR AN AUTHORIZED JOB. THIS DRAWING, OR ANY INFORMATION THEREFROM, SHALL NOT BE DISCLOSED, USED, OR REPRODUCED EITHER WHOLLY OR IN PART, EXCEPT IN CONJUNCTION WITH SUCH USE AND WITH THE PRIOR WRITTEN CONSENT OF MET ENERGY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION OR FABRICATION UNTIL SIGNED AS CHECKED AND APPROVED.

© 2006 MET ENERGY SYSTEMS.

ALL MEASUREMENTS MUST BE CHECKED ON SITE BY CONTRACTOR.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE OWNER AND MUST BE RETURNED UPON COMPLETION OF CONTRACT.

DO NOT SCALE DRAWINGS

ENGINEER'S SEAL

REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2024-09-04

PROJECT DESCRIPTION:

CIVIC CENTRE SPRINKLERS & DOMESTIC WATER LINE UPGRADE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:

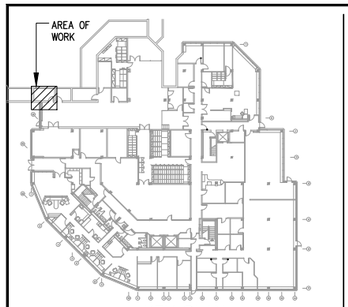
PLUMBING
BASEMENT
WATER METER ROOM
PLAN

SCALE:	1/2"=1'-0" 1:24		FORM SIZE (15.5"x10")
DRAWN BY:	SS	DATE:	2024-08-16
CHECKED BY:	TSJ	DATE:	2024-09-04
PROJECT NO:	23M55	FILE NO:	23M55-P3

P3

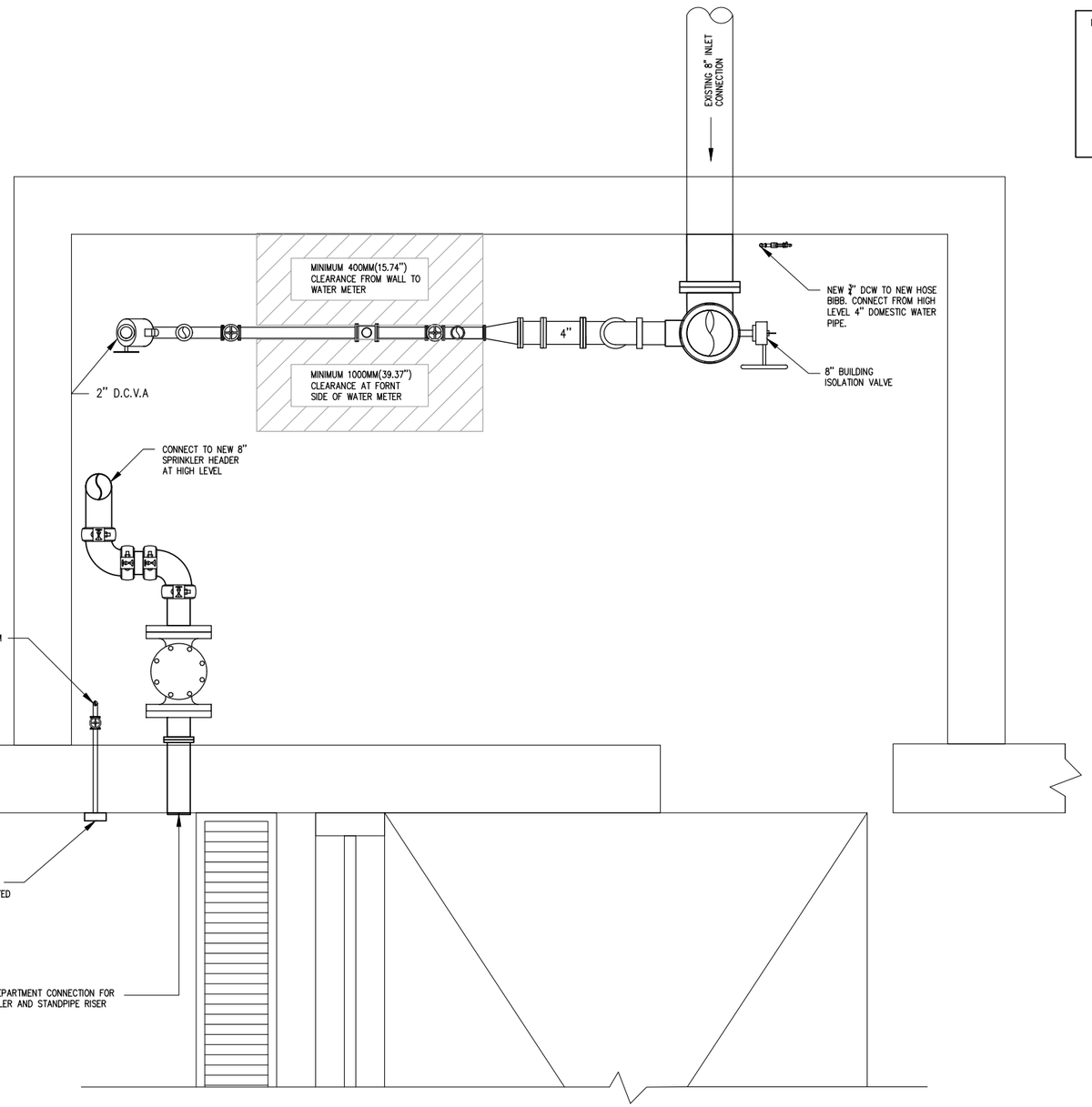
SHEET NO. 3 OF 9

0 REV



KEY PLAN

NOTES:
1. 4" STANDPIPE CONNECTION FROM FIRE DEPARTMENT TO BE RE ROUTED AND CONNECTED TO EXISTING PIPE AT WALL OPENING AS SHOWN.
2. 3" SPRINKLER RISER CONNECTION FROM FIRE DEPARTMENT TO BE CONNECTED TO NEW 8" HEADER AS SHOWN.
3. NEW HOSE BIB TO BE FIXED THROUGH WALL AS SHOWN. EXACT DIMENSIONS TO BE FINALIZED AT SITE.



WATER METER ROOM - LOW PIPING PLAN

met
energy systems
CONSULTING ENGINEERING
477 QUEEN STREET, EAST SUITE 304
SAULT STE. MARIE, ON P6A 1Z5
PHONE: (705)942-3344 FAX: (705)942-1477
http://www.meteng.on.ca

ALL RIGHTS RESERVED. THIS IS A COMMERCIAL DRAWING AND IS SUPPLIED FOR USE FOR AN AUTHORIZED JOB. THIS DRAWING, OR ANY INFORMATION THEREFROM, SHALL NOT BE DISCLOSED, USED, OR REPRODUCED EITHER WHOLLY OR IN PART, EXCEPT IN CONJUNCTION WITH SUCH USE AND WITH THE PRIOR WRITTEN CONSENT OF MET ENERGY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION OR FABRICATION UNTIL SIGNED AS CHECKED AND APPROVED.

© 2006 MET ENERGY SYSTEMS.

ALL MEASUREMENTS MUST BE CHECKED ON SITE BY CONTRACTOR.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE OWNER AND MUST BE RETURNED UPON COMPLETION OF CONTRACT.

DO NOT SCALE DRAWINGS

ENGINEER'S SEAL

REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2024-09-04

PROJECT DESCRIPTION:

CIVIC CENTRE SPRINKLERS & DOMESTIC WATER LINE UPGRADE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:

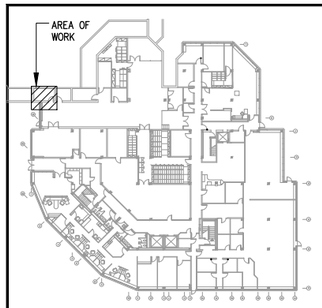
PLUMBING
BASEMENT
WATER METER ROOM
SECTIONS

SCALE:	1/2"=1'-0" 1:24		FORM SIZE (15.5"x10")
DRAWN BY:	SS	DATE:	2024-09-04
CHECKED BY:	TSJ	DATE:	2024-08-20
PROJECT NO:	23M55	FILE NO:	23M55-P4

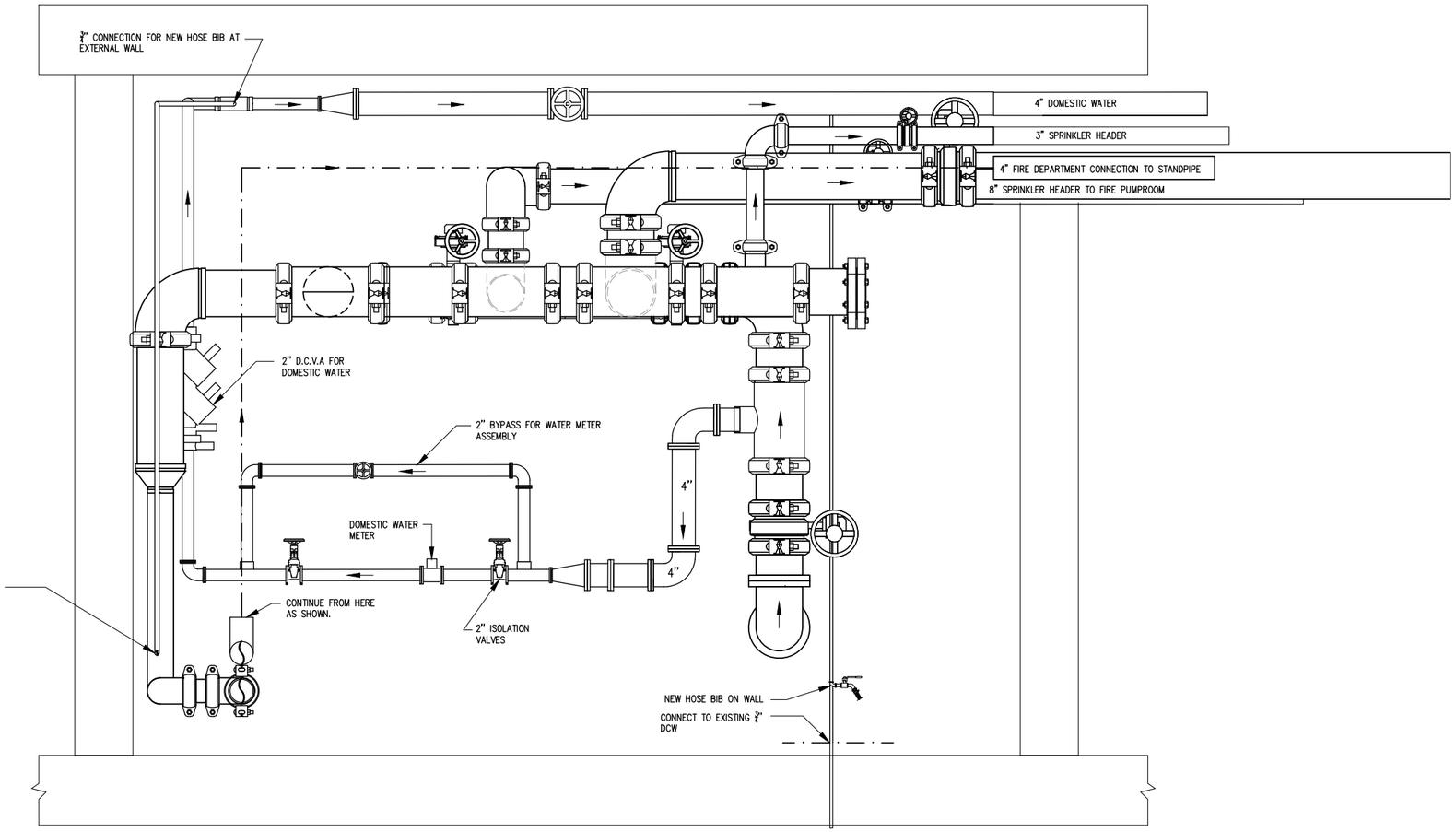
P4

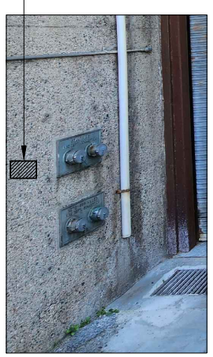
SHEET NO. 4 OF 9

0 REV



KEY PLAN





WATER METER ROOM ELEVATION A-A

met
energy systems
CONSULTING ENGINEERING
477 QUEEN STREET, EAST SUITE 304
SAULT STE. MARIE, ON P6A 1Z5
PHONE: (705)942-3344 FAX: (705)942-1477
http://www.meteng.on.ca

ALL RIGHTS RESERVED. THIS IS A COMMERCIAL DRAWING AND IS SUPPLIED FOR USE FOR AN AUTHORIZED JOB. THIS DRAWING, OR ANY INFORMATION THEREFROM, SHALL NOT BE DISCLOSED, USED, OR REPRODUCED EITHER WHOLLY OR IN PART, EXCEPT IN CONJUNCTION WITH SUCH USE AND WITH THE PRIOR WRITTEN CONSENT OF MET ENERGY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION OR FABRICATION UNTIL SIGNED AS CHECKED AND APPROVED.

© 2006 MET ENERGY SYSTEMS.

ALL MEASUREMENTS MUST BE CHECKED ON SITE BY CONTRACTOR.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE OWNER AND MUST BE RETURNED UPON COMPLETION OF CONTRACT.

DO NOT SCALE DRAWINGS

ENGINEER'S SEAL

REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2024-09-04

PROJECT DESCRIPTION:

CIVIC CENTRE SPRINKLERS & DOMESTIC WATER LINE UPGRADE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:

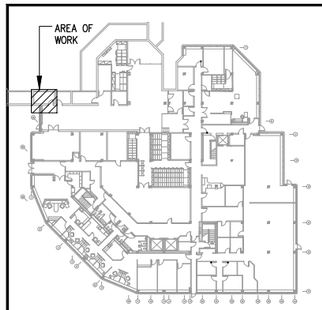
PLUMBING
BASEMENT
WATER METER ROOM
SECTIONS

SCALE:	1/2"=1'-0" 1:24		FORM SIZE (15.5"x10")
DRAWN BY:	SS	DATE:	2024-08-16
CHECKED BY:	TSJ	DATE:	2024-09-04
PROJECT NO:	23M55	FILE NO:	23M55-P5

P5

SHEET NO. 5 OF 9

0 REV



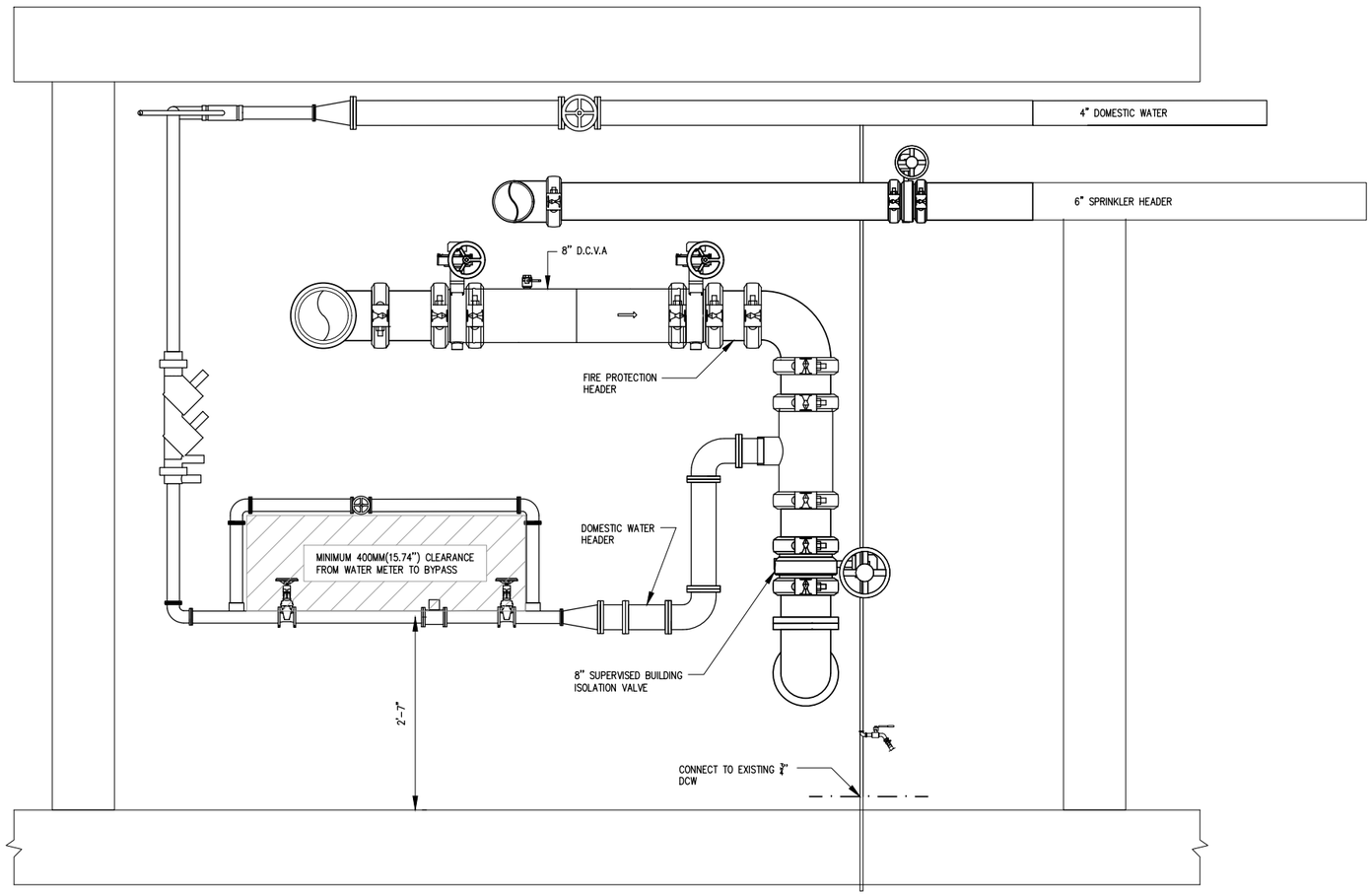
KEY PLAN

MATERIAL SCHEDULE

NO	ITEM	SIZE	MANUFACTURER	MODEL	DESCRIPTION
1	D.C.V.A	2"	WATTS	SERIES 719	DOMESTIC WATER SYSTEM
2	D.C.V.A	8"	WATTS	SERIES 757	SPRINKLER SYSTEM
3	WATER METER	2"	AQUAMASTER		DOMESTIC WATER SYSTEM
4	HOSE BIB	¾"	ELKAY	LK4471LHB	

NOTES

1. ALL PLUMBING INSTALLED WILL BE IN ACCORDANCE WITH THE ONTARIO BUILDING CODE.
2. ALL WATER METER INSTALLATIONS SHALL CONFORM WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
3. METER TO BE SUPPLIED AND INSTALLED BY CONTRACTOR, SUBJECT TO PUC APPROVAL.
4. THIS DRAWING IS APPLICABLE FOR 40, 50, 80, 100 AND 150MM METER INSTALLATIONS.
5. METERS 50mm & LARGER SHALL BE AQUAMASTER.
   ORDER CODE EXAMPLE (MM/GAGXXXADCOEUB02003000)
   DIAMETER
6. THE WATER METER MUST BE INSTALLED IN A MECHANICAL ROOM ACCESSIBLE TO PUC EMPLOYEES FOR READINGS AND REPAIRS. THE WATER METER SHALL NOT BE INSTALLED IN A CONFINED SPACE. WATER METERS SHALL BE INSTALLED WITH A MINIMUM 400MM UNOBSTRUCTED CLEARANCE ABOVE THE WATER METER AND 400MM MINIMUM BEHIND THE WATER METER TO NEAREST WALL. WATER METERS INSTALLED HORIZONTALLY IN LINE WITH AN APPROVED BACKFLOW PREVENTER CAN BE INSTALLED AT THE SAME ELEVATION AS THE BACKFLOW PREVENTER REQUIREMENT AS LONG AS THE WATER METER IS PROPERLY SUPPORTED.
7. PUC REQUIRES BACKFLOW PREVENTERS ON ALL MODERATE HAZARD SERVICES. BACKFLOW PREVENTER INSTALLED SHALL BE SELECTED AND INSTALLED ACCORDING TO THE MANUFACTURER INSTRUCTIONS AND THE ONTARIO BUILDING CODE. BOTH DOMESTIC AND FIRE SUPPLY WILL HAVE SEPARATE BACKFLOW PREVENTERS. PROTECTION AGAINST THERMAL EXPANSION IS REQUIRED ACCORDING TO THE ONTARIO BUILDING CODE.
8. REMOTE READ DEVICE REQUIRES 22 GAUGE, 3 CONDUCTOR WIRE WITH UV PROTECTED JACKET. AVAILABLE AT PUC STORES, 500 SECOND LINE EAST. THE BUILDING OWNER IS RESPONSIBLE FOR INSTALLATION OF THE WIRE FROM THE METER TO THE OUTSIDE OF THE BUILDING. PUC REQUIRES A MINIMUM OF 1.0m OF WIRE TO BE COILED AT THE WATER METER SETTING AND AT THE LOCATION OF THE REMOTE READ SENSOR.
9. WATER METERS SHALL BE PROTECTED FROM FREEZING. ANY INSULATION PLACED ON OR AROUND ANY WATER METER SHALL BE EASILY REMOVABLE AND REPLACEABLE AND SHALL NOT CONTAIN ASBESTOS OR ANY OTHER TOXIC OR HAZARDOUS MATERIALS. SUCH INSULATION SHALL NOT COVER OR OBSTRUCT THE WATER METER REGISTER. PUC WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO SUCH INSULATION DURING ANY REMOVAL OR REPLACEMENT OF SUCH INSULATION.
10. THE PRIVATE WATER SERVICE PIPE SHALL BE FLUSHED PRIOR TO AND AFTER THE INSTALLATION OF THE WATER METER. THE WATER METER WILL BE SEALED BY PUC.
11. FOR ASSISTANCE WITH METER ORDERS AND NON-STANDARD APPLICATIONS PLEASE CONTACT THE PUC SUPERVISOR OF METERING @ 705 759-6578.



WATER METER ROOM ELEVATION B-B

met energy systems
CONSULTING ENGINEERING
477 QUEEN STREET, EAST SUITE 304
SAULT STE. MARIE, ON P6A 1Z5
PHONE: (705)942-3344 FAX: (705)942-1477
http://www.meteng.on.ca

ALL RIGHTS RESERVED. THIS IS A COMMERCIAL DRAWING AND IS SUPPLIED FOR USE FOR AN AUTHORIZED JOB. THIS DRAWING, OR ANY INFORMATION THEREFROM, SHALL NOT BE DISCLOSED, USED, OR REPRODUCED EITHER WHOLLY OR IN PART, EXCEPT IN CONJUNCTION WITH SUCH USE AND WITH THE PRIOR WRITTEN CONSENT OF MET ENERGY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION OR FABRICATION UNTIL SIGNED AS CHECKED AND APPROVED.
© 2006 MET ENERGY SYSTEMS.

ALL MEASUREMENTS MUST BE CHECKED ON SITE BY CONTRACTOR.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE OWNER AND MUST BE RETURNED UPON COMPLETION OF CONTRACT.

DO NOT SCALE DRAWINGS

ENGINEER'S SEAL

REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2024-09-04

PROJECT DESCRIPTION:

CIVIC CENTRE SPRINKLERS & DOMESTIC WATER LINE UPGRADE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:

PLUMBING
BASEMENT
WATER METER ROOM
SECTIONS

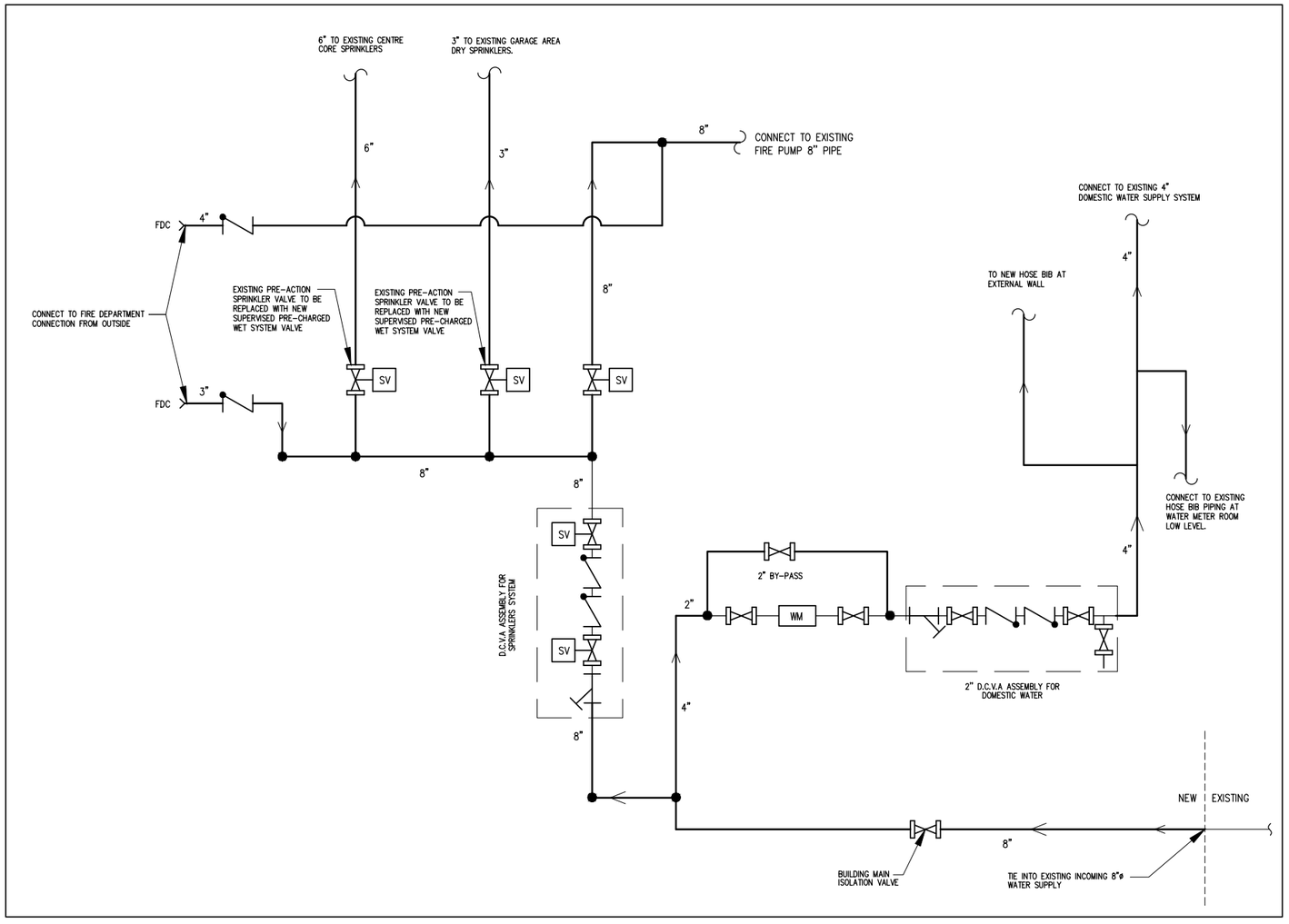
SCALE:	1/2"=1'-0" 1:24		FORM SIZE (15.5"x10")
DRAWN BY:	SS	DATE:	2024-08-16
CHECKED BY:	TSJ	DATE:	2024-09-04
PROJECT NO:	23M55	FILE NO:	23M55-P6

P6

SHEET NO. 6 OF 9

0 REV

LEGEND	
	ISOLATION VALVE
	CHECK VALVE
SV	SUPERVISED SPRINKLER VALVE



met
energy systems
CONSULTING ENGINEERING
477 QUEEN STREET, EAST SUITE 304
SAULT STE. MARIE, ON P6A 1Z5
PHONE: (705)942-3344 FAX: (705)942-1477
http://www.meteng.on.ca

ALL RIGHTS RESERVED. THIS IS A COMMERCIAL DRAWING AND IS SUPPLIED FOR USE FOR AN AUTHORIZED JOB. THIS DRAWING, OR ANY INFORMATION THEREFROM, SHALL NOT BE DISCLOSED, USED, OR REPRODUCED EITHER WHOLLY OR IN PART, EXCEPT IN CONJUNCTION WITH SUCH USE AND WITH THE PRIOR WRITTEN CONSENT OF MET ENERGY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION OR FABRICATION UNTIL SIGNED AS CHECKED AND APPROVED.

© 2006 MET ENERGY SYSTEMS.

ALL MEASUREMENTS MUST BE CHECKED ON SITE BY CONTRACTOR.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE OWNER AND MUST BE RETURNED UPON COMPLETION OF CONTRACT.

DO NOT SCALE DRAWINGS

ENGINEER'S SEAL

REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2024-09-04

PROJECT DESCRIPTION:

CIVIC CENTRE SPRINKLERS & DOMESTIC WATER LINE UPGRADE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:

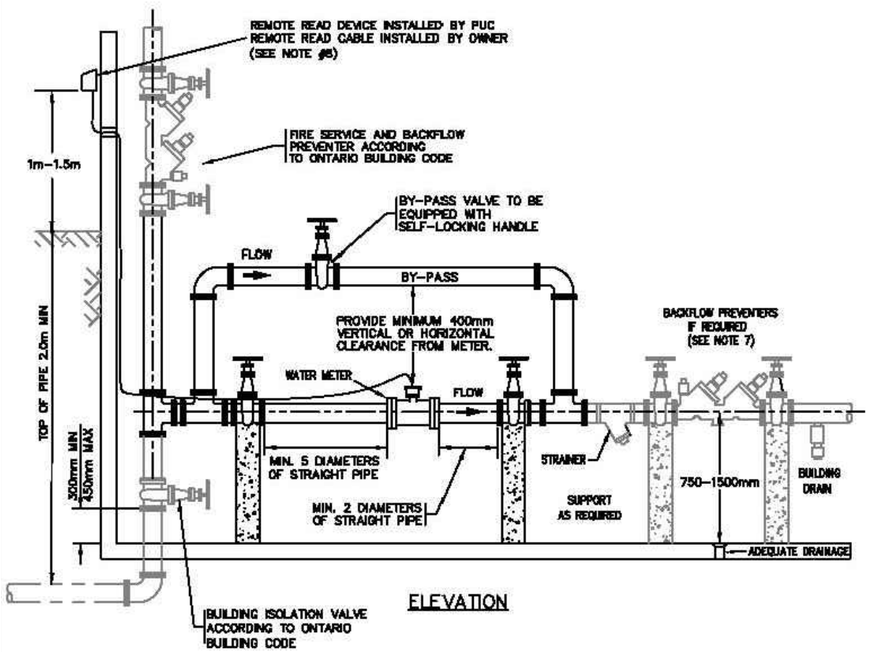
PLUMBING RISER DIAGRAM

SCALE:	NTS		FORM SIZE (15.5"x10")
DRAWN BY:	SS	DATE:	2024-08-15
CHECKED BY:	TSJ	DATE:	2024-09-04
PROJECT NO:	23M55	FILE NO:	23M55-P7

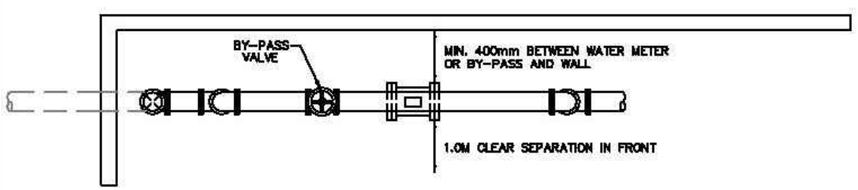
P7

SHEET NO. 7 OF 9

0 REV



ELEVATION



PLAN VIEW

NOTE:
THE PURPOSE OF THIS DRAWING IS TO DESCRIBE COMMISSION STANDARDS FOR WATER METER AND BACKFLOW PREVENTER INSTALLATION. THIS DRAWING IS NOT INTENDED TO PRESCRIBE SPECIFIC MATERIALS, DEVICES, APPURTENANCES, OR INSTALLATION METHODS FOR FIRE OR BUILDING SERVICE DESIGNS. THE CONTRACTOR / INSTALLER SHOULD REFER TO THE CONTRACT DOCUMENTS, THE DESIGNER, APPLICABLE CODES AND REGULATORY AUTHORITIES.

SHEET 1 of 2 | SCALE: NTS

PUC SAULT STE. MARIE, ONTARIO

No.	Revision	Date	Initial
13	GENERAL REVISIONS	APR 22/13	JJT
12	GENERAL REVISIONS	DEC 29/11	PJP
11	METRIC STANDARD	JULY 4/11	PJP

STANDARD INSTALLATION DRAWING

WATER METER INSTALLATION CLEARANCE REQUIREMENTS FOR LARGE METERS

DRAWN BY: P.PLANTING	DATE: MAR. 4/10
CHECKED BY: A.H.	DATE: MAY 8/13
APPROVED BY: J.G.	DATE: MAY 8/13
Drawing Number: WM–2	Rev. 13

NOTES:

1.) ALL PLUMBING INSTALLED WILL BE IN ACCORDANCE WITH THE ONTARIO BUILDING CODE.

2.) ALL WATER METER INSTALLATIONS SHALL CONFORM WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

3.) METER TO BE SUPPLIED BY THE OWNER, SUBJECT TO PUC APPROVAL.

4.) THIS DRAWING IS APPLICABLE FOR 40, 50, 80, 100 and 150mm METER INSTALLATIONS.

5.) METERS 50mm & LARGER SHALL BE AQUAMASTER.
ORDER CODE EXAMPLE (MM/GAGXXXXADCOEUB02003000)
–DIAMETER

6.) THE WATER METER MUST BE INSTALLED IN A MECHANICAL ROOM ACCESSIBLE TO PUC EMPLOYEES FOR READINGS AND REPAIRS. THE WATER METER SHALL NOT BE INSTALLED IN A CONFINED SPACE. WATER METERS SHALL BE INSTALLED WITH A MINIMUM 400mm UNOBSTRUCTED CLEARANCE ABOVE THE WATER METER AND 400MM MINIMUM BEHIND THE WATER METER TO NEAREST WALL. WATER METERS INSTALLED HORIZONTALLY IN LINE WITH AN APPROVED BACKFLOW PREVENTER CAN BE INSTALLED AT THE SAME ELEVATION AS THE BACKFLOW PREVENTER REQUIREMENT AS LONG AS THE WATER METER IS PROPERLY SUPPORTED.

7.) PUC REQUIRES BACKFLOW PREVENTERS ON ALL MODERATE AND SEVERE HAZARD SERVICES. BACKFLOW PREVENTER INSTALLED SHALL BE SELECTED AND INSTALLED ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS AND THE ONTARIO BUIDLING CODE. BOTH DOMESTIC AND FIRE SUPPLY WILL HAVE SEPARATE BACKFLOW PREVENTERS. PROTECTION AGAINST THERMAL EXPANSION IS REQUIRED ACCORDING TO THE ONTARIO BUILDING CODE.

8.) REMOTE READ DEVICE REQUIRES 22 GAUGE, 3 CONDUCTOR WIRE WITH UV PROTECTED JACKET. AVAILABLE AT PUC STORES, 500 SECOND LINE EAST. THE BUILDING OWNER IS RESPONSIBLE FOR INSTALLATION OF THE WIRE FROM THE METER TO THE OUTSIDE OF THE BUILDING. PUC REQUIRES A MINIMUM OF 1.0m OF WIRE TO BE COILED AT THE WATER METER SETTING AND AT THE LOCATION OF THE REMOTE READ SENSOR.

9.) WATER METERS SHALL BE PROTECTED FROM FREEZING. ANY INSULATION PLACED ON OR AROUND ANY WATER METER SHALL BE EASILY REMOVABLE AND REPLACEABLE AND SHALL NOT CONTAIN ASBESTOS OR ANY OTHER TOXIC OR HAZARDOUS MATERIALS. SUCH INSULATION SHALL NOT COVER OR OBSTRUCT THE WATER METER REGISTER. PUC WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO SUCH INSULATION DURING ANY REMOVAL OR REPLACEMENT OF SUCH INSULATION.

10.) THE PRIVATE WATER SERVICE PIPE SHALL BE FLUSHED PRIOR TO AND AFTER THE INSTALLATION OF THE WATER METER. THE WATER METER WILL BE SEALED BY PUC.

11.) FOR ASSISTANCE WITH METER ORDERS AND NON–STANDARD APPLICATIONS PLEASE CONTACT THE PUC SUPERVISOR OF METERING @ 705 759–6578.

SHEET 2 of 2 | SCALE: NTS

PUC SAULT STE. MARIE, ONTARIO

No.	Revision	Date	Initial
13	GENERAL REVISIONS	APR 22/13	JJT
12	GENERAL REVISIONS	DEC 29/11	PJP
11	METRIC STANDARD	JULY 4/11	PJP

STANDARD INSTALLATION DRAWING

WATER METER INSTALLATION CLEARANCE REQUIREMENTS FOR LARGE METERS

DRAWN BY: P.PLANTING	DATE: MAR. 4/10
CHECKED BY: A.H.	DATE: MAY 8/13
APPROVED BY: J.G.	DATE: MAY 8/13
Drawing Number: WM–2	Rev. 13

met energy systems
CONSULTING ENGINEERING
477 QUEEN STREET, EAST SUITE 304
SAULT STE. MARIE, ON P6A 1Z5
PHONE: (705)942–3344 FAX: (705)942–1477
http://www.meteng.on.ca

ALL RIGHTS RESERVED. THIS IS A COMMERCIAL DRAWING AND IS SUPPLIED FOR USE FOR AN AUTHORIZED JOB. THIS DRAWING, OR ANY INFORMATION THEREFROM, SHALL NOT BE DISCLOSED, USED, OR REPRODUCED EITHER WHOLLY OR IN PART, EXCEPT IN CONJUNCTION WITH SUCH USE AND WITH THE PRIOR WRITTEN CONSENT OF MET ENERGY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION OR FABRICATION UNTIL SIGNED AS CHECKED AND APPROVED.
© 2006 MET ENERGY SYSTEMS.

ALL MEASUREMENTS MUST BE CHECKED ON SITE BY CONTRACTOR.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE OWNER AND MUST BE RETURNED UPON COMPLETION OF CONTRACT.

DO NOT SCALE DRAWINGS

ENGINEER'S SEAL

REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2024–09–04

PROJECT DESCRIPTION:
CIVIC CENTRE SPRINKLERS & DOMESTIC WATER LINE UPGRADE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:
PLUMBING STANDARD WATER METER INSTALLATION DETAILS

SCALE: NTS		FORM SIZE (15.5"x10")
DRAWN BY: SS	DATE: 2024–08–15	
CHECKED BY: TSJ	DATE: 2024–09–04	
PROJECT NO: 23M55	FILE NO: 23M55–P8	

P8

SHEET NO. 8 OF 9

0 REV

DIVISION 15
GENERAL MECHANICAL NOTES

1. ALL WORK TO COMPLY WITH THE REQUIREMENTS OF THE ONTARIO BUILDING CODE, FIRE UNDERWRITERS, NFPA, ASHRAE AND AUTHORITIES HAVING JURISDICTION
2. THIS SECTION 15 SHALL APPLY TO ALL DIVISION 15 SECTIONS.
3. BEFORE SUBMITTING TENDERS, EXAMINE SITE, EXISTING SERVICES AND ALL DRAWINGS. EXTRAS WILL NOT BE ALLOWED FOR FAILURE TO DO SO.
4. PROVIDE ALL LABOUR MATERIALS AND EQUIPMENT NECESSARY TO EXECUTE THE WORK SHOWN AND DESCRIBED. INSTALLATION OF MATERIALS SHALL MEET ALL APPLICABLE PROVINCIAL, FEDERAL AND MUNICIPAL REQUIREMENTS.
5. OBTAIN PERMITS AND PAY ALL FEES FOR WORK AND REQUIRED INSPECTIONS.
6. MAINTAIN LIABILITY INSURANCE TO PROTECT OWNER AND THE CONTRACTOR FROM ANY AND ALL CLAIMS UNDER THE WORKER'S COMPENSATION ACT.
7. THE DRAWINGS SHALL BE CONSIDERED DIAGRAMMATIC ONLY. ALL MEASUREMENTS SHALL BE TAKEN FROM BUILDING SITE AND ARCHITECT'S DRAWINGS.
8. ALL EXISTING SERVICES MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THIS CONTRACTOR TO PROVIDE ALL NECESSARY TEMPORARY LINES, ETC. SO AS TO CARRY OUT THE ABOVE.
9. TEMPORARY LIGHT, POWER AND WATER BY GENERAL CONTRACTOR.
10. ALL CUTTING AND PATCHING FOR MECHANICAL WORK WILL BE THE RESPONSIBILITY OF THIS SUB-CONTRACTOR. HIRE SPECIALIZED TRADES TO DO THIS WORK.
11. PROVIDE TEMPORARY MATERIAL STORAGE AS REQUIRED AND BE RESPONSIBLE FOR ANY LOSS OR DAMAGE THERETO.
12. SUBMIT SAMPLES OF MATERIALS WHEN REQUIRED AND REQUESTED.
13. SUBMIT 7 COPIES OF SHOP DRAWINGS FOR REVIEW COVERING MAJOR MANUFACTURED ITEMS, IE. ERV'S, HVAC, FANS, PLUMBING FIXTURES, ETC.
14. SUPPLY AND LOCATE ALL BASES, SUPPORTS, SLEEVES, CURBS ETC. REQUIRED FOR THIS WORK.
15. UNLESS OTHERWISE NOTED, ALL MOTORS ½ HP AND UNDER SHALL BE 115/1/60 MOTORS OVER ½ HP SHALL BE OF 3 PHASE VOLTAGE 208 V AS AVAILABLE ON PROJECT.
16. DIVISION 16 IS RESPONSIBLE FOR ALL POWER WIRING OVER 50V INCLUDING CONDUIT. ALL CONTROL WIRING, CONTROL WIRE CONDUIT, INTERLOCK WIRING AND CONTROLS COMPONENTS BY DIVISION 15. DIVISION 15 RESPONSIBLE TO PROVIDE HAND/OFF/AUTO STARTERS FOR ALL COMPONENTS. UNLESS MOTOR COMPONENT IS SPECIFIED WITH VARIABLE FREQUENCY DRIVE.
17. PIPE HANGERS SHALL BE CLEVIS SPLIT TYPE WITH MILD STEEL RODS. FOR COPPER PIPE USE PLASTIC INSERTS. DO NOT SUPPORT EQUIPMENT OR PIPING FROM UNDER FLOOR SLAB ABOVE WITHOUT PERMISSION FROM ARCHITECTS. SUPPLY AND INSTALL NECESSARY STEEL TO TRANSFER LOAD TO STRUCTURAL MEMBERS.
18. ALL DISSIMILAR METAL (STEEL-COPPER, ETC.) SHALL BE SEPARATED USING GASKETS OR ENPOCO "DI-ELECTRIC" FITTINGS
19. INSTALL CHROME-PLATED ESCUTCHEONS WHERE BRANCH PIPES PASS THROUGH FINISHED SURFACE.
20. KEEP ACCURATE RECORD OF "AS-BUILT" DRAWINGS AND SUBMIT THESE BEFORE FINAL CERTIFICATE OF COMPLETION. BURIED SERVICES MUST BE DIMENSIONED.
21. ALL SURFACES MUST BE LEFT CLEAN AND SMOOTH, READY FOR PAINTING BY GENERAL TRADES.
22. IDENTIFY ALL PIPING. USE STENCILS OR COLOUR CODES AND DIRECTIONAL ARROWS.
23. IDENTIFY ALL FANS, STARTERS, REMOTE CONTROL AND ALL OTHER EQUIPMENT AS TO SERVICE BY A BLACK LAMACOID ENGRAVED NAMEPLATE WITH WHITE CORE, FIRMLY AFFIXED WITH SCREWS OR RIVETS.
24. ON COMPLETION OF THE WORK, REMOVE FROM THE PREMISES ALL TOOLS, DEBRIS SURPLUS AND WASTE MATERIALS RESULTING FROM OPERATIONS UNDER THIS SECTION. CLEAN ALL EQUIPMENT AND LEAVE ALL ITEMS IN PERFECT ORDER READY FOR OPERATION.
25. AFTER ACCEPTANCE, INSTRUCT OWNER IN EQUIPMENT OPERATION AND PROVIDE HIM WITH OPERATING AND MAINTENANCE MANUALS STANDARDS AND EXTENDED WARRANTY DOCUMENTS, INSPECTION CERTIFICATES AND COPIES OF SHOP DRAWINGS OF INSTALLED EQUIPMENT.
26. THE CONTRACTOR SHALL, BEFORE FINAL PAYMENT IS MADE, GUARANTEE ALL MATERIALS AND WORKMANSHIP SUPPLIED BY HIM IN THE PERFORMANCE OF THIS CONTRACT FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE AND SHALL, WHEN CALLED UPON, MAKE GOOD WITHOUT FURTHER COST TO THE OWNER SUCH DEFECTS AS MAY APPEAR WITHIN THIS PERIOD.

DIVISION 15
PLUMBING & DRAINAGE

1. ALL WORK SHALL BE EXECUTED BY LICENSED PLUMBERS.
2. ALL PLUMBING TO COMPLY WITH THE REQUIREMENTS OF THE ONTARIO BUILDING CODE.
3. INCLUDE ALL PIPING, FITTINGS AND EQUIPMENT SHOWN ON DRAWINGS OR DESCRIBED IN SPECIFICATIONS. ALL ITEMS NOT MENTIONED BUT UNDERSTOOD TO BE NECESSARY TO COMPLETE THE PLUMBING SYSTEM SHALL BE INCLUDED.
4. MAKE ALL NECESSARY CONNECTIONS TO EXISTING SERVICES.
5. ALL ABOVE GROUND SANITARY DRAINAGE PIPING SHALL BE PVC (IPEX SYSTEM 15) OR FIRE RATED PVC (IPEX SYSTEM XFR) OR CAST IRON AS INSTALLATION PERMITS.
6. ALL ABOVE GROUND VENT PIPING SHALL BE DWV COPPER, PVC PLASTIC OR FIRE RATED XFR AS INSTALLATION PERMITS.
7. VALVES UP TO 2" SHALL BE FULL THROAT BRONZE BALL VALVES.
8. SUPPLY AND INSTALL ALL PLUMBING FIXTURES, CLEANOUTS, DRAINS, ETC. AS SHOWN ON DRAWINGS AND LISTED IN SCHEDULE.
9. CLEANOUTS SHALL BE INSTALLED AS REQUIRED BY CODE AND WHERE SHOWN AND SHALL SUIT FLOORING MATERIAL.
10. SUPPLY AND INSTALL WHEEL HANDLE OR SCREW FIXTURES STOP VALVE ON THE HOT AND COLD WATER SUPPLY TO EVERY FIXTURE ON THE JOB, IN ADDITION TO THE VALVE OR FAUCET ON THE FIXTURE ITSELF.
11. THE MAKE AND QUALITY OF ALL MATERIAL SHALL MEET PROVINCIAL REQUIREMENTS, NEW AND FREE FROM DEFECTS, AND SHALL BE SUBJECT TO APPROVAL BY ENGINEER AND AUTHORITIES HAVING JURISDICTION.
12. TEST ALL WATER, STORM, AND SANITARY DRAINAGE PIPING IN ACCORDANCE WITH LOCAL CODES, AND TO THE SATISFACTION OF THE ENGINEER AND LOCAL AUTHORITIES HAVING JURISDICTION. PROVIDE LOCAL AUTHORITY'S TEST CERTIFICATE.
13. CONTRACTOR TO PROVIDE PIPE SLEEVES FOR ALL PIPING THAT PASSES THROUGH CONCRETE BLOCK OR POURED CONCRETE WALLS AND FLOORS.
14. PROVIDE VENTING RISER DRAWING FOR APPROVAL BY LOCAL AUTHORITIES, ENGINEER AND AS PER PLUMBING CODE.
15. CONTRACTOR TO PROVIDE FIRE DONUTS AROUND ALL PIPES THAT PENETRATE FIRE SEPARATIONS. PROVIDE HILTI SYSTEM OR APPROVED EQUIVALENT.

DIVISION 16
ELECTRICAL SPECIFICATIONS

1. PROVIDE EACH ITEM MENTIONED OR INDICATED OF QUALITY AND SUBJECT TO QUALIFICATIONS NOTED; PERFORM ACCORDING TO CONDITIONS STATED IN EACH OPERATION PRESCRIBED; AND PROVIDE THEREFORE ALL LABOUR, MATERIAL, EQUIPMENTS, INCIDENTALS AND SERVICES REQUIRED TO COMPLETE THE INSTALLATION.
2. EXAMINE THE SITE EXISTING EQUIPMENT AND THE LOCAL CONDITIONS AFFECTING THE WORK UNDER THIS CONTRACT. NO ALLOWANCE WILL BE MADE SUBSEQUENTLY FOR ANY OBVIOUS CONSIDERATIONS OVERLOOKED.
3. AFTER THE WORK IS COMPLETE, BUT BEFORE FINAL PAYMENT, GIVE THE OWNER A WRITTEN GUARANTEE THAT YOU WILL, AT NO CHARGE TO THE OWNER, REPLACE OR REPAIR ANY DEFECTS IN WORKMANSHIP AND MATERIALS NOT DUE, IN THE OPINION OF THE ENGINEER TO MISUSE OR NEGLECT. GUARANTEE SHALL COVER A PERIOD OF 12 MONTHS FROM THE DATE OF ACCEPTANCE OF THE WORK BY THE ARCHITECT, ENGINEER AND OWNER. THIS GUARANTEE SHALL IN NO WAY SUPPLIANT ANY OTHER GUARANTEE OR GUARANTEES OF LONGER PERIOD, BUT SHALL BE BINDING ON ALL WORK NOT OTHERWISE COVERED.
4. ALL WORK SHALL COMPLY STRICTLY TO THE REQUIREMENTS OF THE LATEST EDITIONS OF THE ELECTRICAL CODE AS ADOPTED AND AMENDED BY ONTARIO REGULATIONS AND THE BUILDING CODE. THESE CODES AND ANY ADDITIONAL REQUIREMENTS OF THE POWER UTILITY SHALL FORM AN INTEGRAL PART OF THE SPECIFICATION. WHERE DRAWING CALLS FOR EQUIPMENT, WIRING OR OTHER REQUIREMENTS EXCEEDING THE MINIMUM REQUIREMENTS OF THE CODE, THE DRAWING SHALL BE FOLLOWED.
5. BEFORE STARTING ANY WORK, SUBMIT THE REQUIRED NUMBER OF COPIES OF THE ELECTRICAL DRAWING TO THE POWER AUTHORITY AND LOCAL ELECTRICAL INSPECTION DEPARTMENT, FOR THEIR APPROVAL AND COMMENTS.
6. PAY ALL FEES FOR EXAMINATION OF DRAWING AND OBTAIN ALL PERMITS REQUIRED AND PAY ALL PERMIT AND INSPECTION FEES.
7. ALL MATERIALS SHALL BE NEW AND FREE FROM DEFECTS, NOISE AND VIBRATION.
8. ON AWARD OF CONTRACT, SUBMIT FOR REVIEW A LIST OF DELIVERY DATES AND SHOP DRAWINGS FOR ALL EQUIPMENT.
9. ARRANGE FOR INSPECTION OF ALL WORK BY POWER AUTHORITY AND INSPECTION DEPARTMENT. ON COMPLETION OF THE WORK, PRESENT TO THE OWNER THE FINAL UNCONDITIONAL CERTIFICATE OF APPROVAL.
10. SCHEDULE AND COORDINATE ALL WORK WITH OTHER TRADES.
11. THE OWNER SHALL HAVE TEMPORARY USE OF INSTALLATION PRIOR TO FINAL ACCEPTANCE.
12. ALL CLAIMS FOR EXTRAS SHALL BE SUPPORTED BY WRITTEN AUTHORIZATION AND ITEMIZED MATERIAL AND LABOUR COST BREAKDOWNS, THERE SHALL BE NO EXTRA CLAIM FOR RELOCATION OF AY EQUIPMENT WITHIN 10 FEET FORM THE ORIGINAL LOCATION.
13. ALL ELECTRICAL EQUIPMENT MOUNTED AND CONNECTED BY THIS CONTRACTOR, WHETHER SUPPLIED BY HIM OR NOT, SHALL BE IDENTIFIED WITH DYMOTAPE. ALL CIRCUITS SHALL BE IDENTIFIED ON TYPEWRITTEN DIRECTORY N PANELS.
14. WIRING IN FINISHED AREAS SHALL BE CONCEALED. BX CABLE MAY BE USED (MAXIMUM 10'-0") IN HOLLOW PARTITIONS OR SHORT CONNECTION FROM JUNCTION BOX IN CEILING SPACE TO LIGHTING FIXTURES. DO NOT RUN BX OR SIMILAR CABLES THROUGH UNFINISHED AREAS. TERMINATE BX IN A JUNCTION BOX IN THE CEILING SPACE AND RUN FROM JUNCTION BOX TO PANEL WITH CONDUIT. ALL CONDUCTORS, UNLESS OTHERWISE SPECIFIED, SHALL BE COPPER, 600V. GRADE WITH INSULATION TYPE THNN MINIMUM #12 AWG EXCEPT THAT CONTROL WIRING SHALL BE MINIMUM #14 AWG. WIRING FOR EMERGENCY LIGHTING REMOTE HEADS SHALL BE MINIMUM #10 AWG. FLEXIBLE CONDUIT SHALL BE USED FOR FINAL SHORT CONNECTIONS BETWEEN OUTLET AND ELECTRICAL EQUIPMENT SUCH AS MOTORS, TRANSFORMERS. ALL CONDUITS SHALL BE COMPLETE WITH BUSHINGS IN PLACE BEFORE CONDUCTORS ARE PULLED INTO THE CONDUITS.
15. PANELS AND DISCONNECT SWITCHES SHALL BE SCHNEIDER/SQUARE D OR EATON/CUTLER HAMMER, PANEL BOARDS SHALL BE C/W COPPER BUS, HINGED DOOR, BOLT-ON TYPE FULL SIZE BREAKERS, AND TRIM RING. BALANCE LOAD ON ALL PHASES TO WITHIN 5% PROVIDE LOCK "ON" DEVICES FOR BREAKERS CONTROLLING NIGHT LIGHTS , EXIT LIGHTS, EMERGENCY LIGHTS, ALL MECHANICAL AND ALARM EMS. ALL SURFACE MOUNTED PANELS, SHALL HAVE SPRINKLER HOOD TO PROTECT AGAINST FIRE PROTECTION SPRINKLER WATER FLOW.
16. CONDUITS TO BE RIGID WHERE RUN EMBEDDED IN MASONRY BUT OTHERWISE MAY BE EMT. CONDUIT SIZES TO BE ¾" UNLESS OTHERWISE TONED. EMPTY CONDUITS FOR USE BY OTHERS, SHALL HAVE FISHWIRE WITH SURPLUS LENGTH AT EACH END AND FOLDED BACK AND SECURED. WALL BOXES SHALL BE STANDARD SWITCH BOXES MOUNTED AT THE HEIGHT AND LOCATION SHOWN.
17. LED LIGHTING FIXTURES SHALL BE SUPPORTED FROM STRUCTURAL MEMBERS. DO NOT RELY ON CEILING FOR SUPPORT. ALL LED FIXTURES SHALL BE 3,500K UNLESS NOTED OTHERWISE.
18. DRIVERS FOR LED FIXTURES SHALL BE ELECTRONIC AND COMPLY WITH UL 1310 CLASS 2 REQUIREMENTS FOR DRY AND DAMP LOCATIONS. RATED FOR 50,000 HOURS OF LIFE UNLESS OTHERWISE NOTED, CLASS A SOUND RATING, 20% OR LESS TOTAL HARMONIC DISTORTION, 1.5 OR LESS CURRENT CREST FACTOR. ALL FIXTURES SHALL CARRY A 5 YEAR MANUFACTURERS WARRANTY.
19. EXPLOSIVE FASTENERS SHALL NOT BE USED WITHOUT PRIOR WRITTEN APPROVAL FROM THE BUILDING OWNER OR LANDLORD.
20. PROVIDE ALL "POWER WIRING" AND CONNECTIONS TO ALL MECHANICAL EQUIPMENT. "POWER WIRING" IS CONSIDERED AS ALL LINE VOLTAGE WIRING CARRYING FULL LOAD CURRENT TO THE EQUIPMENT TO BE WIRED. ALL CONTROL WIRING SHALL BE DONE BY MECHANICAL TRADES.
21. DISTRIBUTION DIAGRAM IS SCHEMATIC ONLY. LAYOUT EQUIPMENT TO SUIT AVAILABLE SPACE.
22. ALL MATERIAL SHALL BE STORED NEATLY AND OUT OF THE WAY. CLEAN UP DAILY, ALL REFUSE CAUSED BY WORK. AT COMPLETION OF PROJECT, CLEAN ALL FIXTURES AND EQUIPMENT.
23. CHECK AND VERIFY INCOMING SERVICE FOR VOLTAGE AND CURRENT CAPACITY AVAILABLE. IF DIFFERENT FROM THAT SHOWN, ADVISE CLIENT'S REPRESENTATIVE.
24. THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO THE CONSULTANT ON COMPLETION OF THE PROJECT:
    - ELECTRICAL INSPECTION CERTIFICATE.
    - AS-BUILT DRAWINGS.
    - GUARANTEE.
    - FIRE ALARM TESTING AND VERIFICATION CERTIFICATE.
    - SHOP DRAWINGS & MAINTENANCE MANUALS
25. ALL EQUIPMENT AND MATERIAL SHALL BE ULC LABELED.
26. ALL CONDUIT PENETRATIONS THROUGH FIRE RATED CEILING, FLOOR AND WALLS SHALL BE SEALED AS PER NEC 300-21
27. ALL ELECTRICAL TO BE INSTALLED IN EMT UNLESS OTHERWISE NOTED.
28. WORK IN EXISTING BUILDING
    A. ALL CUTTING, PATCHING AND PAINTING SHALL BE DONE BY ELECTRICAL CONTRACTOR.
    B. ALL WIRING SHALL BE RUN CONCEALED WHERE POSSIBLE EXCEPT THAT CONDUITS IN UNFINISHED WALL AND CEILING MAY BE INSTALLED ON SURFACE. WIRING IN OTHER EXISTING FINISHED AREAS SHALL BE CHASED INTO THE PARTITION, WALL OR CEILING.
    C. EXISTING INSTALLATION
    -SUPPLY, INSTALL AND MAINTAIN ALL REQUIRED TEMPORARY WIRING TO OCCUPIED AREAS AT ALL TIMES. PROVIDE ADEQUATE PROTECTION TO EXISTING WIRING AND EQUIPMENT SERVING THE EXISTING AND NEW AREAS AND PARTICULARLY WHERE WIRING AND ELECTRICAL EQUIPMENT HAVE BECOME EXPOSED TO MECHANICAL INJURY OR MOISTURE IN THE COURSE OF ALTERATIONS OR NEW CONSTRUCTION.
    -EXISTING ELECTRICAL EQUIPMENT REMOVED AND INDICATED FOR REUSE SHALL BE IN GOOD WORKING CONDITION AND SHALL BE CLEANED BEFORE INSTALLATION. ALL UNUSED CONDUIT ENTRANCE OPENINGS SHALL BE SEALED BEFORE REINSTALLATION.
    -OBSOLETE CONDUITS AND CABLES SHALL BE DISCONNECTED FROM THEIR SOURCE OF SUPPLY AND SHALL BE REMOVED COMPLETELY.
    -ALL UNUSED FUSED SWITCHES AND CIRCUIT BREAKERS SHALL BECOME SPARE.
    -CERTAIN ITEMS ARE IDENTIFIED ON THE DRAWINGS AS EXISTING "RELOCATED". DISCONNECT SAID EQUIPMENT FROM PRESENT SOURCE AND AFTER RELOCATION, RECONNECT AND REINSTALL ALL ELECTRICAL COMPONENTS.
    -ALL EXISTING EQUIPMENT AND MATERIAL NOT REQUIRED IN THE FINAL INSTALLATION SHALL BE CAREFULLY REMOVED AT THE APPROPRIATE TIME AND SHALL BE DISPOSED OF.
36. CONTRACTOR TO INCLUDE FOR 15 ADDITIONAL DEDICATED 15AMP POWER CIRCUITS. CONTACTOR SHALL INCLUDE FOR CONDUIT, WIRE 100' OF 2c#12 WIRE, DEVICE BOX, DEVCE, CONNECTION AND FACEPLATE.

GENERAL FIRE PROTECTION NOTES

1. THIS IS A PERFORMANCE SPECIFICATION ONLY. CERTIFIED SPRINKLER CONTRACTOR RESPONSIBLE TO PREPARE SPRINKLER SHOP DRAWINGS FOR SUBMISSION TO ENGINEER, UNDERWRITERS AND BUILDING DEPARTMENT FOR APPROVAL PRIOR TO INSTALLATION.
2. INSTALLER TO ENSURE FULL COVERAGE AND COMPLIANCE WITH NFPA 13 AND 14
3. SPRINKLER SYSTEM SHALL BE COMPLETE WITH ALL NECESSARY PIPING, HANGERS, HEADS, AUTOMATICALLY OPERATED SUPERVISED VALVES, ALARM VALVES, FLOW SWITCHES, CHECK VALVES, ISOLATION VALVES, DRIPS, DRAINS, TEST CONNECTIONS ETC. ALL IN STRICT ACCORDANCE WITH THE STANDARDS AS STIPULATED IN THE NATIONAL FIRE PREVENTION ASSOCIATION NFPA 13 AS REVISED TO DATE AND OR AS APPROVED BY THE LOCAL FIRE DEPARTMENT AND FIRE MARSHAL APPROVAL.
4. ALL SHUTOFF VALVES AND ISOLATION VALVES SHALL BE SUPPLIED WITH ULC LISTED MONITOR SWITCHES FOR ELECTRICAL SUPERVISION OF VALVE.
5. PROVIDE PRESSURE SWITCHES FOR ELECTRICAL SUPERVISION OF WATER SUPPLY PRESSURE. IN GENERAL, SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH "ORDINARY HAZARD OCCUPANCY" STANDARDS (TYPE 2). ALL WIRING NECESSARY FOR SPRINKLER ALARMS AND ELECTRICAL SUPERVISION SHALL BE DONE BY CONTRACTOR.
6. CONTRACTOR SHALL PAY ALL NECESSARY CHARGES INCURRED FROM UNDERWRITERS FOR THEIR REVIEW OF THESE DRAWINGS.
7. SPRINKLER CONTRACTOR TO COORDINATE RIGID PIPED SPRINKLER CONNECTIONS TO DRAIN.
8. UNDERWRITERS'S APPROVED HANGARS TO BE HUNG FROM STRUCTURE. UNDER NO CIRCUMSTANCES SHALL SPRINKLER PIPING HANG FROM DUCTWORK. PROVIDE SECONDARY STEEL SUPPORTS WHERE PIPING UNDER DUCTS CANNOT BE SUPPORTED DIRECTLY FROM STRUCTURE. HANGERS SHALL NOT INTERRUPT SPRAY FIREPROOFING OF STRUCTURE.
9. HANGERS TO BE INSTALLED TO NFPA 12 – PART 2.6. ALL HANGERS FERROUS: MAXIMUM 300" BETWEEN HANGERS FOR 1" PIPE. ENSURE THAT ANY SPRINKLER HEADS ARE NOT OBSTRUCTED DUE TO CONSTRUCTION. IF ANY HEADS ARE OBSTRUCTED, THEY SHALL BE MOVED OR ADDITIONAL HEAD(S) INSTALLED.
10. CONTRACTOR TO PROVIDE FIRE DONUTS AROUND ALL PIPES THAT PENETRATE FIRE SEPARATIONS. PROVIDE HILTI SYSTEM OR APPROVED EQUIVALENT.
11. SUBMIT SAMPLES TO ENGINEER FOR APPROVAL BEFORE INSTALLATION.
12. PERFORM ALL TESTING OF NEW INSTALLED SYSTEM ACCORDING TO NFPA 13, 14 AND FIRE CODE.
13. SLOPE ALL PIPING TO DRAIN. INSTALL AUX. DRAINS AS REQUIRED BY NFPA.
14. SPRINKLER CONTRACTOR RESPONSIBLE FOR FINAL FLUSHING PRIOR TO CONNECTION.
15. CONTRACTOR IS RESPONSIBLE TO TO TEST ALL SYSTEMS TO ENSURE PROPER OPERATION.
16. PROVIDE ALL FIRE ALARM TESTING CONNECTIONS AND MONITORING OF ALL SYSTEMS.

THE DRAWINGS ARE DIVIDED INTO DIVISIONS AND SECTIONS FOR CONVENIENCE BUT SHALL BE READ AS A WHOLE AND NEITHER SUCH DIVISION NOR ANYTHING ELSE CONTAINED IN THE CONTRACT DOCUMENTS WILL BE CONSTRUED TO PLACE RESPONSIBILITY ON THE CONSULTANT TO SETTLE DISPUTES AMONG THE SUBCONTRACTORS AND SUPPLIERS OR AS BETWEEN THEM AND THE CONTRACTOR WITH RESPECT TO SUCH DIVISIONS

met energy systems
CONSULTING ENGINEERING
477 QUEEN STREET, EAST SUITE 304
SAULT STE. MARIE, ON P6A 1Z5
PHONE: (705)942-3344 FAX: (705)942-1477
http://www.meteng.on.ca

ALL RIGHTS RESERVED. THIS IS A COMMERCIAL DRAWING AND IS SUPPLIED FOR USE FOR AN AUTHORIZED JOB. THIS DRAWING, OR ANY INFORMATION THEREFROM, SHALL NOT BE DISCLOSED, USED, OR REPRODUCED EITHER WHOLLY OR IN PART, EXCEPT IN CONJUNCTION WITH SUCH USE AND WITH THE PRIOR WRITTEN CONSENT OF MET ENERGY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION OR FABRICATION UNTIL SIGNED AS CHECKED AND APPROVED.

© 2006 MET ENERGY SYSTEMS.

ALL MEASUREMENTS MUST BE CHECKED ON SITE BY CONTRACTOR.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE OWNER AND MUST BE RETURNED UPON COMPLETION OF CONTRACT.

DO NOT SCALE DRAWINGS

ENGINEER'S SEAL

LICENSED PROFESSIONAL ENGINEER
T. JANZEN
2024-09-04
PROVINCE OF ONTARIO

REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2024-09-04

PROJECT DESCRIPTION:

CIVIC CENTRE SPRINKLERS & DOMESTIC WATER LINE UPGRADE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:

PLUMBING GENERAL NOTES

SCALE:	NTS		FORM SIZE (15.5"x10")
DRAWN BY:	SS	DATE:	2024-08-15
CHECKED BY:	TSJ	DATE:	2024-09-04
PROJECT NO:	23M55	FILE NO:	23M55-P9

P9

SHEET NO. 9 OF 9

0 REV

MET ENERGY SYSTEMS
Consulting Engineering
477 Queen Street East, Suite 304
Sault Ste. Marie, ON P6A 1Z5
Tel: (705) 942-3344
www.meteng.on.ca

TECHNICAL SPECIFICATIONS

CIVIC CENTRE SPRINKLERS & DOMESTIC WATER LINE UPGRADES

SAULT STE. MARIE CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE, ON.

Client:

The Corporation of City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON

TENDER CLOSING: **3:00 p.m. local time Tuesday, September 24th, 2024**

At the City Clerk's office
99 Foster Drive 4th Floor
Civic Centre

SITE VISIT: **NON-MANDATORY- Tuesday, September 10th, 2024, @ 1:30 p.m.**
Meet at the Loading Dock

CITY FILE No.: **2024 PWE-ENG-BS-06-T**

Civic Centre Sprinklers
&
Domestic Water Line Upgrades

MET PROJECT NO: **23M55**
DATE: September 4th, 2024

Section	Title	Number of Pages
	Title Page	
	Table of Contents	1
00100	Information to Bidders	6
01001	General Requirements	13
	Appendix A – CCDC Template	
	Appendix B – DSS-Tulloch, RiskCheck Environmental LTD CCDC	

End of Section

1. DEFINITIONS

The words "City" or "Corporation or Owner" means the Corporation of the City of Sault Ste. Marie.

The words "Engineer", "Consultant" or "Contract Administrator" are interchangeable and shall be understood as referring to MET Energy Systems.

The word "Contract" means the agreement to do the work entered into with the Corporation, the general conditions, the specifications, the drawings and other documents referred to or connected with the said contract.

2. DELIVERY AND OPENING OF TENDER

Submissions for this Tender will be accepted in electronic format by the Bidding System until Tuesday September 24th, 2024 at 3:00 p.m. local time (Eastern).

Electronic Submissions

ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted, as Bid transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time is allotted to complete the Bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

Bidders should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca

Late Bids are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity.

Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

Opening of the Tender

Opening of the tender will be held after closing time and date and unofficial bid results will be available publicly, posted within the Bidding System.

3. INFORMAL TENDERS

Tenders which are incomplete, unbalanced, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal. All blanks must be legibly and properly filled in; otherwise, the tender may be declared informal. Persons tendering are required to fill in all blanks.

4. TENDER DOCUMENTS

Each tender shall be in accordance with the Contract Documents and shall include information outlined within submission requirements.

5. PRICES SUBMITTED

The tender price or prices quoted in the Tender shall be in full compensation for all labour, equipment, materials, utility and transportation services necessary to perform and complete all work under the Contract, including all miscellaneous work, whether specifically included in the Tender Documents or not. It is the intention of the Drawings and Specifications to provide finished work. Any items omitted there from which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender Documents.

6. GENERAL CONDITIONS, STANDARD SPECIFICATIONS AND DRAWINGS

All work shall be carried out in accordance with the current Ontario Provincial Standard Specifications and Drawings as adopted by the City. The current General Conditions apply to this contract.

7. DISCREPANCIES

If a Tenderer finds discrepancies in, or omissions from the Contract Documents, or if the Tenderer is in doubt as to their meaning, the Tenderer shall make enquiry through the Bidding System.

8. SUBMITTING QUESTIONS AND RECEIVING ADDENDUMS

Questions related to this bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific bid opportunity.

Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

It is the responsibility of the Bidder to review all Addenda that are issued. Bidders should check online at https://saultstemarie.bidsandtenders.ca prior to submitting their Bid and up until Bid closing time and date in the event additional addenda are issued.

In the event that a Bidder submits their bid prior to the issuance of an addenda, the Bidding System will **withdraw** the submission and change the submission status to **"Incomplete"**. The Bidder is solely responsible to:

- make any required adjustments to their Bid;
- acknowledge the addendum/addenda; and
- ensure the re-submitted Bid is received by the Bidding System no later than the stated bid closing time and date.

9. EXAMINATION OF SITE

The Tenderer shall visit the site of the work before submitting the tender and shall by personal examination satisfy themselves as to the local conditions that may be encountered during construction of the work. The Tenderer shall make their own estimate of the facilities and difficulties that may be encountered and the nature of the sub-surface materials and conditions. The Tenderer shall not claim at any time after submission of their tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

10. TENDER PARTS

The division of the Tender into several parts is for administrative purposes only. Tenderers shall bid on all parts. Incomplete tenders will not be accepted.

11. HARMONIZED SALES TAX

HST is extra to tendered pricing and shall not be included in the Total Tender Amount.

12. TENDER DEPOSIT

Each tender shall be accompanied with a tender deposit in the form of a bid bond, certified cheque, money order, or bank draft payable to the Corporation of the City of Sault Ste. Marie in the amount equal to **$20,000.00.**

Such deposit shall be security to the owner that the Tenderer, if awarded the contract will execute the agreement, supply bonds (Section 13), insurance documents and a Workers' Compensation Board Clearance Certificate within three (3) weeks of being notified of the award and start work as specified. The security will be forfeited to the Corporation if the accepted Tenderer fails to enter into the formal contract within the specified time.

The tender deposit of all Tenderers will be retained until a tender has been accepted and the contract properly executed.

13. BONDS

The successful Contractor shall be required to furnish a Contract Material and Labour Payment Bond for 50% of the amount of the tender and a Contract Performance Bond for 100% of the amount of the tender, issued by an approved Surety Company. Such bonds shall be approved

by and be acceptable to the Corporation and must be furnished when the Contractor signs the contract.

14. 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 Material and Labour Payment Bond and the required Contract Performance Bond.

15. WORKPLACE SAFETY & INSURANCE BOARD

The Successful 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.

16. SUBCONTRACTORS

The Tenderer shall submit with his tender a full list (with addresses) of all subcontractors they propose to use on the project. Subcontractors not listed at time of tender opening will be considered hired equipment. This list is to be submitted in the Tender Documents.

17. TENDER'S & SUBCONTRACTOR'S SENIOR STAFF

The Tenderer shall submit with his tender a list of all senior staff to be employed on this contract, including those of the subcontractor. The information to be submitted in the Tender Documents.

18. TENDERER'S & SUBCONTRACTOR'S EXPERIENCE IN SIMILAR WORK

The Tenderer shall submit with his tender a list of projects completed involving work similar to this contract, for his own forces and the subcontractor. The information to be submitted in the Tender Documents.

19. OCCUPATIONAL HEALTH AND SAFETY ACT

For purposes of the Occupational Health and Safety Act, the Contractor for this project will be the Constructor on the site and will undertake the project for the owner. The Constructor shall ensure that the requirements of the OHSA and its Regulations are carried out on the project and the health and safety of all workers on the site is protected.

The Contractor for the project is the successful Tenderer for the project and will be the Constructor for the project.

To this end the Ministry of Labour shall be notified of the commencement of work on the project, with copies of such notification to be forwarded to the Corporation.

The Contractor agrees to indemnify the Corporation for any costs incurred by it for on site health and safety violations, except those for which the City is directly responsible for.

20. TENDER LEFT OPEN

The Tenderer shall keep their tender open for acceptance for sixty (60) days after the closing date. Withdrawal during this period will result in forfeiture of the tender deposit.

21. PROGRESSION OF WORK AND COMPLETION DATE

The Contractor shall start work on this job within ten (10) days of receiving written notification from the Engineer to proceed and shall continuously work in an orderly manner to prevent the least amount of delay, to completion. The time for completion, detours and sequence of operations, shall be specified in the Special Provisions contained herein.

22. CONTRACTOR'S WORK FORCE

The Contractor shall provide and furnish all manner of labour, materials, apparatus, scaffolding, utensils, and cartage of every description necessary for the due performance of the work and render all due and sufficient facilities to the Engineer for the proper inspection of the work. The Engineer may require the contractor to dismiss any worker(s) who may be incompetent, uncivil, or abusive: the worker(s) and contractor only being admitted to the grounds for the purpose of proper execution of the work.

23. RIGHT OF CITY

The City reserves the right to accept or reject any and all tenders and the lowest tender will not necessarily be accepted.

The City shall not accept any inconsistency in the Unit Prices bid for various items.

The City reserves the right to delete any portion or part of the work outlined and the bidder agrees to such cancellation without any claim whatsoever because of such cancellation.

24. SCHEDULE AND HOURS OF WORK

Hours of work will be a minimum of 8 hours per day, 5 days per week, Monday to Friday. Any additional expenses, including overtime, to meet this schedule and completion date will be the responsibility of the Contractor and is to be included in the Contractor’s Tender Price.

25. TENDER CONFIDENTIALITY

The City of Sault Ste. Marie will consider all tenders as confidential, subject to the provisions set out in the *Municipal Freedom of Information and Protection of Privacy Act*. The names of the tenderers and the total amount of the tenders will be made available to the public. However, unit prices will not be made available to the public unless required to do so by the Information and Privacy Commission.

26. WITHDRAWAL PROCEDURES

Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

The Bid Deposit shall be forfeited to the Corporation when a bidder attempts to withdraw his or her tender after tenders have been opened, in addition to any consequence or legal penalty that may apply.

27. SUBSTITUTIONS

Where, pursuant to the contract documents, the Contractor is required to supply an article or group of related articles designated by trade or supplier's name followed by the words "or approved equal" or similar such terminology, the tender shall be based only upon supplying the article or group of articles so designated, which shall be regarded as the standard of quality required by the specifications.

No ruling on a proposed substitution and "approved equal" will be made prior to acceptance of a tender. No substitutions shall be made without the prior approval of the Engineer. No tender price shall be based on a presumed acceptance by the Engineer, of a substitute item of supply.

28. CONTRACTOR PRE-QUALIFICATION

The successful Bidder is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of onsite work on this Contract and shall be kept current for the duration of the Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement can be found by visiting Sault Ste. Marie Health and Safety page. 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.

29. MATHEMATICAL ERRORS

In the event of mathematical error found in the pricing page, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction(s) will be applied to the total bid price quoted.

30. AWARD OF TENDER

The award of the Tender is subject to approval of City of Sault Ste. Marie Council. Once approved, the successful bidder must sign the form of agreement with the City of Sault Ste. Marie, the attached schedule and provide any other post-bid submissions.

End of Section

1 Definitions

1.1 **Owner** – means the Owner or the Owner's authorized agent or representative as designated to the Contractor in writing, but does not include the consultant.

1.2 **Consultant** – means the Engineer, or entity licensed to practice in the territory of the Place of Work. The term Consultant means the Consultant or the Consultant's authorized representative.

1.3 **Work** - means the whole of the Works including all labor, materials, products, and services required to be supplied, installed and/or erected by the Contractor under the Contract.

1.4 **Material** - means all commodities, articles, and other things required to be furnished under the Contract.

1.5 **Materials & Supplies** - means tools, implements, machinery, vehicles, equipment, commodities and all other articles necessary to perform the Work.

1.6 **Contract** - means, but shall not necessarily be limited to, the complete Tender Documents including: Instructions to Bidders, General Conditions, Scope of Work, Service Standards, Tender Form and Tender Attachments (as may be required).

2 Assignment of Contract

2.1 Owner has the right to refuse any Contractor or Sub-Contractor.

2.2 Work shall be performed under one Contract utilizing the Canadian Construction Document CCDC 2, 2020 - Stipulated Price Contract. The contract shall govern the performance of each section of the specifications.

2.2 These General Requirements generally specify work and co-ordination that is the responsibility of the General Contractor but are not intended to define the responsibilities between the Contractor and Sub-Contractors. Ensure that Sub-Contractors fully understand the Contract

2.3 Notwithstanding paragraph 2.1, no assignment or sub-Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Owner to an assignee or sub-Contractor

2.4 Subject to the preceding provisions of this section, the Contract shall ensure to the benefit of and shall be binding upon the successors and assigns of Owner and the Contractor.

3 Interpretation of Contract

3.1 Owner/Consultant shall be the interpreter of the Contract and of the obligations of the Contractor thereunder.

4 Conflict of Interest

4.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it in writing immediately to the Consultant.

4.2 The Contractor shall provide competent supervision of its Workers, which Workers will be skilled in the tasks assigned to them. This supervisor will be accessible to Consultant and will receive any order or communication relating to the Work on behalf of the Contractor.

Supervisors and Workers not satisfactory to Owner/Consultant shall be removed from the Work and replaced forthwith.

4.3 Any Person involved in the Work will be required to meet the Client Corporation's security clearance criteria.

4.4 It is the responsibility of the Contractor in formulating the bid to ascertain the labor conditions existing at the Place of Work with particular reference to union non-union labor and comply with these conditions. The cost of doing so shall be included in the Tender price.

4.5 The Contractor will cooperate fully with other Contractors or Workers sent to the site of Work.

5 Protection and Housekeeping

5.1 The Contractor shall guard and otherwise protect from damage, the Work, the property of the Owner and property adjacent to the site. The Contractor shall make good all damage resulting from the Contractor's operations or negligence under the Contract at its own expense.

5.2 The Contractor shall repair within seventy-two (72) hours any damage caused by the Contractor.

5.3 The Contractor will daily, upon completion of the day's Work, clear and clean the Work and its site to the satisfaction of, and in accordance with, any decision of the Facility/Project Manager.

6 Site Conditions

6.1 **Before any planning or installation, ALL related divisions shall meet and co-ordinate with General Contractor to determine spacing and routing of all Piping, Ductwork, Conduits, Wiring etc.**

6.2 Dedicated on-site parking shall be indicated to the Contractor by the Owner.

6.3 Materials pertinent to immediate future use shall be stored on site only. No interference of facility operation will be permitted. Dedicated area will be indicated to contractor by owner prior to commencement of work.

6.4 Contractor is solely responsible for all construction aids, hoisting equipment, and all items necessary to complete entire scope of work.

6.5 Construction may take place during normal working hours. If construction poses a disturbance "or" safety issue to standard facility operation, work shall take place after normal working hours at no additional expenses.

7 Debris

7.1 During construction, the trades shall remove from the project site debris caused by their

work immediately. No corridors shall be blocked and there shall be no interference with any production at any time. All debris removed shall be at the Contractors expense. No On-Site refuse bins shall be used unless approval received in writing by owner.

7.2 The Contractor shall enforce the requirements of this Specification, regulatory authorities and specific requests, which the Prime Consultant may issue.

7.3 Bulk containers which the Contractor may provide for assembly of debris shall: be placed in a convenient area not obstructing the Owner's operations, be covered or otherwise protected, be emptied when full but at a time not obstructing the Owner's use of the grounds. Coordinate efforts to remove debris with the Owner.

8 Notice

8.1 Provide any notices indicated via mail, and e-mail.

9 Records to be kept by the Contractor

9.1 The Contractor shall keep proper accounts and records of the cost of the Work and all expenditures or commitments made by the Contractor including invoices, receipts and vouchers, which shall with two (2) days written notice be open to audit and inspection by Owner or Consultant.

10 Occupational Health and Safety Act

10.1 The Contractor shall provide a qualified staff person on site at all times who is knowledgeable in the obligations of the Act and will ensure that the requirements of the Act are fully complied with.

10.2 It is specifically drawn to the attention of the Contractor that the Occupational Health and Safety Act provides in addition to other matters that;

- A Constructor shall ensure that, on a project undertaken by the Constructor, that the measures and procedures prescribed by this Act and Regulations, are carried out on this project.
- Every employer and every Worker performing work on the project complies with the Act and the Regulations and
- The Health and Safety of Workers on the project is protected.
- The Contractor shall pay all such assessments as will protect him and the City of Sault Ste. Marie from claims under the Workplace Safety and Insurance Act.

11 Health and Safety Qualifications

11.1 The Successful Contractor shall supply the following documents;

- Workers Safety & Insurance Board CAD rating and Certificate of Clearance.

- Certificate of Clearance documentation is to remain current throughout the course of the project with updated certificates submitted to the Consultant.

- Copy of the Signed Contractors Health and Safety Policy with proof of training and listing of programs developed that support the Policy Statement.

- A copy of Proof of Training for each employee, by a valid first aid instructor to show compliance with Workplace Safety & Insurance Act Regulation 110 showing the level of

training and expiry dates, and details of level of First Aid supplies present at work site are required. A signed statement by the Contractor attesting to compliance with the following:

- WHMIS Regulations including proof of annual refresher for all personnel.
- Occupational Health and Safety Act
- Specifically, that all engaged in the project have completed the 'Basics of Fall Protection' training program by the Construction Safety Association of Ontario
- Personal protective equipment required by provincial legislation and Owner's requirements-including but not limited to:
  - Class B Hard Hat
  - Approved CSA Footwear
  - Approved CSA Hearing Protection where necessary
  - Approved Safety Glasses

12 Rejected or Defective Work

12.1 Defective or damaged Work, attributable to the Contractor, which has been rejected by either Owner/Consultant or the Client Corporation, shall be replaced and/or made good by the Contractor in accordance with the Contract at the Contractor's expense.

12.2 The Contractor shall, at its own expense, rectify and make good any defect in the Work and resulting damage, which may appear within one (1) year from the date of the final acceptance of the Work by Owner.

13 Laws, Notices and Permits

13.1 The Contractor shall give the required notices and shall comply with the laws, ordinances, rules, regulations, codes and orders of any authorities and utilities having jurisdiction that relate to the Work and the preservation of public health and safety.

13.2 The Contractor is responsible to apply and pay for all permits pertaining to the project.

13.3 The Contractor warrants and certifies that it has complied with Article (15) of Federal Regulation number 89, which states that an employer who hires a person in insurable employment shall request the employee to produce to the employer a Social Insurance Number Card within three (3) days after the employee commences employment. Non-compliance with this Article is cause for termination without notice of this Contract.

14 Taxes and Duties

14.1 The Contractor shall pay all government taxes and duties, including the **HST**, with respect to the Contract. The Contract Price, set out in the Tender Form is exclusive of the HST.

15 Indemnification by the Contractor

15.1 The Contractor shall indemnify and save Owner, their agents and employees harmless, from and against all claims, demands, losses, costs, including legal costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, its servants, agents and sub-contractors in performing the Work, including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.

15.2 The Contract between Owner and Contractor contains a clause relieving Owner and any person engaged in the Work from liability for any loss of revenues, loss of profit or any other indirect or consequential damages suffered by the Contractor.

16 Insurance

16.1 The Contractor, at its own expense, procure and maintain in force for the duration of this Agreement:

16.2 Comprehensive General Liability Insurances, with a minimum limit not less than five million dollars ($5,000,000.00) inclusive of bodily injury (including death) and property damage per occurrence or series of occurrences arising from one cause. The policy or policies shall cover all operations of the Contractor, products and completed operations, personal injury non-owned automobiles, contractual liability.

16.3 Builder's Risk Insurance/Installation Floater (for projects) insuring the full value of any work in the amount of the contract price and the full value, as stated, of products that are specified to be provided by Owner into any work. The policy shall insure against all risks of direct loss or damage and shall apply to all products, labour and supplies of any nature whatsoever, the property of the insured's or others for which the insured's may have assumed responsibility, to be used in or pertaining to site preparation, demolition of existing structures, erection and/or repair or any insured project while on site or in transit.

16.4 Professional Liability Insurance Should the work involve professional design, the Owner shall ensure that any Professionals hired shall carry Professional Liability Insurance in the amount not less than $5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed $50,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to The Corporation of the City of Sault Ste. Marie. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to The Corporation of the City of Sault Ste. Marie. The Corporation of the City of Sault Ste. Marie has the right to request that an Extended Reporting Endorsement be purchased by the Contractor at the Contractor's sole expense.

16.5 The foregoing insurance coverages shall be underwritten by an insurer licensed in the province in which the Contractor provides the Services under this Agreement.

16.6 Owner is to be added as additional insured's to all of the above policies, but with respect to the operations covered by this Agreement.

16.7 The Contractor shall deliver to Consultant a certificate or certificates of insurance as evidence that the required coverage's are in effect and that Owner shall be given thirty days prior written notice of cancellation or expiry of or material change to such coverages.

16.8 It is the sole responsibility of the Contractor to determined what additional insurance coverages, if any, are necessary and advisable for its own protection or to fulfill its obligations under this Agreement. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

17 Suspension or Termination

17.1 Owner may suspend or terminate the Contract as per CCDC.

18 Applications for Payment and Payment

18.1 The Contractor will make an application for payment monthly as per CCDC.

18.2 Application for payment shall be submitted to Consultant, approved and re-submitted to Owner for release of monies.

18.3 Notwithstanding the number of Work orders or other written notices issued to the Contractor by Owner, within any calendar month, Owner will pay for any Work undertaken by he Contractor under this Contract only once per month.

18.4 Any payment made by Owner shall not be construed as evidence that the Work is satisfactory or in accordance with the Contract.

18.5 **Substantial Performance will not be granted until all Manuals, As-Builts, ESA Certificate, Fire Alarm Verification, owner training, commissioning, City building permit etc. has been completed and submitted. All systems must be operational prior to Substantial Performance being awarded**.

19 Workers Compensation

19.1 The Contractor will provide Owner with current certificates of clearance from the Workers Compensation Board or Commission de la Santé et Sécurité au Travail of the Province in which the Work is being undertaken throughout the course of the Contract.

20 Toxic and Hazardous Substances and Materials

20.1 If the Contractor encounters toxic or hazardous substances or materials the Contractor shall take all reasonable steps to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to or the presence of the substances or material and shall immediately report its findings to Owner by telephone or fax and confirm in writing.

20.2 If the Contractor is delayed or incurs additional costs as a result of encountering heretofore-unknown toxic substances or materials the time for performance of the Work shall be extended and the Contractor will be reimbursed its proper costs.

20.3 The Contractor shall dispose of all toxic and hazardous substances and materials in accordance with all federal, provincial and municipal standards, codes and regulations.

20.4 Contractor shall not bring any toxic or hazardous substances or materials to site. If such substances are found they shall be removed and replaced. Contractor will incur all costs associated.

21 Cooperation and Protection

21.1 The Contractor shall cooperate fully with other Contractors or Workers sent onto the Place of Work.

21.2 Perform Work with a minimum disturbance to occupants, public and normal use of the premises.

21.3 The Contractor shall give the required notices and shall comply with the laws, ordinances, rules, regulations, codes and orders of Authorities having jurisdiction that relate to the Work, the preservation of public health and to construction safety.

21.4 The Contractor will comply with the requirements of the current building use. All required documents are available for study from Owner. Make all provisions for required training from Owner.

21.5 The Contractor will be responsible for security for security of the building. Further building shall be secured at end of each shift including locking or securing of all entry points and arming of security system. If failure to secure and arm building owner may require third party security company to be retained at contractor's expense.

21.6 The Contractor shall be solely responsible for construction safety at the place of the Work.

21.7 Should the prosecution of the Work require interference with any electronic voice and data equipment operated by the Owner then the Contractor will adhere to and comply with the Owner's operational procedure.

22 Controlled Products

22.1 The Contractor shall ensure that where substances classified as controlled products under the Control Products Regulations are to be used at the place of the Work, the Contractor shall ensure that his employees receive appropriate training as per Provincial/Federal Regulations and the Workplace Hazardous Materials Information System (WHMIS).

22.2 The Contractor shall ensure that all controlled products are identified to the Consultant and shall obtain Material Safety Data sheet (MSDS) for controlled products, which shall be made available at the place of Work.

22.3 Owner must be advised when controlled products are brought onto the place of Work.

23 Quality Control

23.1 Upon award of Contract the Contractor, if requested, shall submit to Owner a quality management plan indicating quality goals, objectives and implementation processes and proposed reporting mechanisms. Where possible the Contractor shall conform to ISO 9000 standards and practices.

24 Amendments

24.1 No amendment of the Contract nor waiver of any of the terms and provisions shall be valid unless effected by a written amendment, signed by authorized representatives of the Contractor and Owner.

25 Entire Agreement

25.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

25.2 Valuation of Changes in the Work

25.3 When the valuation of a change in the Work is to be determined either by estimate and acceptance in lump sum, or by cost and a fixed or percentage fee, the valuation shall be in accordance with the following:

Work Performed by Own Forces + 10%
Work Performed by Sub-Contractors + 5%

Contractor to provide detailed breakdown of estimate if requested.

26 Guarantee

26.1 The Contractor shall: a) guarantee all materials and Workmanship used in the Work to be strictly in accordance with the tender documents and to be of the best quality; b) provide a first class job with proper and efficient operations and free from all defects.

26.2 Any defects that may appear in any of the Work within one (1) year after the written acceptance by Owner, (ordinary wear and tear accepted) all be replaced by the Contractor without additional expense to Owner.

26.3 Where any such defects occur, this Contractor shall be held responsible for all costs incurred in making good the defective Work. All damage to other materials, equipment, systems, fixtures, building and landscape caused by such defects, repairs, maintenance and servicing shall be made good at the Contractor's expense.

27 Schedule of Work

27.1 Prepare schedule in form of a horizontal bar chart. Project date shall start at receipt of Building Permit and Contract.

27.2 Provide a separate bar for each major item of work or operation. Split horizontally for projected and actual performance.

27.3 Provide horizontal time scale identifying first work day of each week.

27.4 Format for listings: chronological order of start of each item of work.

27.5 Identification of listings: By specification Section numbers or Systems description.

27.6 Submit initial format of schedules within 10 days after award of Contract.

27.7 Submit schedules in electronic format on disc in file format as required by Consultant and hard copies.

27.8 Submit two hard copies to Consultant and Owner.

27.9 Submit revised progress schedule with each application for payment.

27.10 Distribute copies of revised schedule to:
1) Job site office.
2) Subcontractors.
3) Other concerned parties

27.11 Instruct recipients to report to Contractor within 10 days, any problems anticipated by timetable shown in schedule.

27.12 Work may be carried out during regular working hours or for scheduling purposes after hours, as long as there is no interruption to other operations in the building. If there are noise complaints, or work affecting operations, work will have to be completed after hours. All demolition and heavy construction must be done after hours/weekends.

27.13 Regulatory Requirements

.1 Permits:
- .1 Provide authorities having jurisdiction with information requested.
- .2 Pay for and obtain all certificates and permits required including for the building permit.
- .3 Contractor to provide information as necessary to obtain permits.
- .4 Date of Construction Schedule to start on the date of receipt of Building Permit

.2 Building Codes:
- .1 The project work has been documented to comply with the requirements of the Ontario Building Code (latest version) and all amendments to date.
- .2 Modifications to the project must not reduce the requirements of the Ontario Building Code.
- .3 Conform to local by-laws which amend or expand upon the requirements of the Ontario Building Code, where known.
- .4 Conform to Ontario Fire Code, latest amendment.

.3 Safety Codes:
- .1 Comply with the requirements of the Ontario Ministry of Labour specifically, and municipal and/or federal authorities as applicable for construction safety on this project.
- .2 Contractor to include all costs for temporary facilities necessary to comply with safety standards.
- .3 Conform to local by-laws which amend or expand upon the requirements of the Ontario Building Code, where known.
- .4 Maintain access to exits at ALL times.

28 Extension of Contract

28.1 Extension of Contract will not be granted without providing just cause delivered to Consultant and approved by Owner

29 Construction Meeting

29.1 Project meetings will be held regularly, at weekly or bi-weekly intervals as determined at the Pre-construction meeting, throughout the course of the project.

29.2 Such meetings shall be attended by representatives of the Owner, Consultant(s), Contractor's Project Supervisor and the Job Superintendent, Mechanical subcontractor,

Electrical subcontractor and any other subtrades currently working on site, or are imminent to commence working on site, or as requested by the Consultant. Representatives attending the meeting shall have the authority to speak for and make commitments for the Company/Firm being represented.

29.3 The Contractor shall chair the meetings and take and distribute minutes of each subsequent meeting, issue all notices in regard to forthcoming meetings, and arrange for attendance of all trade representatives, and shall provide suitable premises for such meetings.

29.4 Format minutes with section headings as noted below. Append each item with an Action By comment indicating company/firm responsible for follow up (include due date where applicable).

.1 **Old Business:** review and approval of minutes of previous meeting. Maintain outstanding/unresolved issues in the minutes of the meeting.

.2 **New Business:**
- .1 Completed Construction: review of work in progress since previous meeting.
- .2 Field observations: problems, conflicts and resolutions.
- .3 Construction Schedule: problems that may impede construction schedule and actions taken to correct.
- .4 Delivery: review of off-site fabrication and delivery schedules.
- .5 Impending Construction: work to be completed prior to next meeting and information/coordination required to complete.
- .6 Safety issues: concerns and accident reports.
- .7 Changes: proposed changes to contract, status of pricing/approval.

.3 **Other Business:** Include any additional items deemed necessary by the contractor.

30 Security Clearance

30.1 The Contractor shall, upon request by Owner, provide and cause all persons employed on the Work to provide personal data for Security Clearances purposes. Such security clearance may include criminal background check.

31 Cutting And Patching

31.1 Submit written request in advance of cutting or alteration which affects; Structural integrity of any element of Project, Integrity of weather-exposed or moisture-resistant elements, Efficiency, maintenance, or safety of any operational element, Visual qualities of sight-exposed elements, Work of Owner or separate contractor.

31.2 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.

31.3 Prior to breaking any walls or openings, provide a letter from a professional engineer certifying the method of breaking and patching of the walls is acceptable and will not affect the structural integrity of the building.

31.4 Perform removal, cutting, fitting, and patching to complete the Work.

31.5 Perform work to avoid damage to other work.

31.6 Restore work with new products in accordance with Contract Documents.

31.7 At penetration of fire-rated wall, ceiling, of floor construction, completely seal voids with fire-rated, fire-resistant material, full thickness of construction element.

32 Shop Drawings and Product Data

32.1 “Shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of the Work.

32.2 Provide Shop Drawings and Product Data for all new Equipment listed within Contract Documents.

32.3 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connection, explanatory notes and other information necessary for completion of Work.

32.4 Adjustments made on shop drawings by Engineer are not intended to change Contract Price.

32.5 **Submit digital copies of shop drawings for each requirement requested in specification Sections and as Engineer may reasonably request for review**.

33 Record Drawings

33.1 After award of Contract, Engineer will provide a PDF set of drawings for purpose of maintaining record drawings. Accurately and neatly record deviations from Contract Documents caused by site conditions and changes ordered by Owner. Use sharp red pencil indicating all deviations from contract documents.

33.2 Identify drawings as "Project Record Copy". Maintain in new condition and make available for inspection on site by Engineer. On completion of each phase of Work and prior to final inspection, submit record documents to Engineer.

33.3 As Built drawings in CAD format to be provided to owner with maintenance manuals. Contractor to include $5,000 for consultant to prepare AutoCAD as-builts from contractor mark-ups.

34 Maintenance Manuals/Data Books

34.1 **At Substantial Performance, submit to Engineer, a digital copy of operating and maintenance manuals for review.**

34.2 Manuals to contain operational information on sophisticated materials, equipment any maintenance information and part replacements.

34.3 Upon review and approval of digitally submitted manuals. Contractor to provide (2) hard copy manuals which shall be bound 8”x11” and divided in a neat and orderly fashion, along with Digital Copy of Maintenance Manuals.

35 Construction Facilities and Temporary Controls

35.1 Existing building will be occupied and cleaned during construction. Execute Work to cause minimum interference with activities in existing construction and maintain maximum safety to occupants. Take reasonable measures to minimize and control noise, dirt and dust during Work.

35.2 Before entering existing premises to carry out Work or to obstruct or take out of use any area of existing premises, or to cause any other interference, request meeting with Owner's representative in order to reach agreement as to time and length of time you may cause interference, possess, obstruct or remove from use any such area or services.

35.3 Provide construction facilities and temporary controls in order to execute work expeditiously. Remove from site all such work after use.

35.4 Furnish and install all necessary temporary wiring and panels and upon completion of the Work, remove all such temporary facility.

35.5 Furnish and install area distribution boxes so located that the individual trades may use 30 m (100') maximum length extension cords to obtain adequate power and artificial lighting at all points where required for the Work, for inspection and safety.

35.6 Telephone: Contractor to make their own arrangements for telephone facilities.

35.7 One (1) Existing facility (clearly indicated before commencement of work by owner) within the building are available for the Contractor's use. Keep facilities clean and neat.

35.8 Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work. Remove all such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Engineer.

35.9 Contractor is responsible to provide temporary heating and ventilation as required to ensure building meets OBC/Owner standards. Provide minimum temperature of 18 deg. C during heating season until main source of heating can be commissioned and project is completed and signed off.

35.10 All cost for temporary measures is the responsibility of the Contractor.

35.11 Upon award of the Contract review the project site and provide a proposed Construction Area Map at the Pre-Construction meeting which indicates the following:

1. Contractor equipment access to site
2. Construction parking
3. Material storage areas
4. Construction Trailer locations
5. Sanitary Facilities
6. Limit of construction (and location of construction barricade)
7. Safety and First Aid Stations
8. Security Station

In preparing map do not restrict the Owners use of the Property.

35.12 Revise map as required and circulate to all construction forces. Direct all subtrades and suppliers to provide deliveries to approved areas.

35.13 During any contract operations involving equipment stationed at ground level, or presenting a hazard to people or traffic at ground level, provide temporary barricades, walks, hoarding, covered walks, and the like to permit safe passage of persons to and from all building entrances and exits.

35.14 Do not, at any time, restrict fire fighting access to the building or site.

35.15 Keep designated parking areas clean at all times and, on job completion, provide ongoing repair to temporary surfaces to eliminate ruts, bumps and other deterioration due to use by the Contractor and their trades.

35.16 Obtain and pay for additional storage or work areas off site as needed for operations.

35.17 Provide dust and safety barriers between occupied and construction space and allow access through to other areas in the building.

36 Certificates And Transcripts

36.1 Prior to signing of the Contract, submit the following:

36.2 Liability Insurance Policy, General Conditions as amended by the Supplementary Conditions, Name of the Contractor's Superintendent, Certificate of Clearance from the Workers' Compensation Board, Construction Schedule of Work, and any other items requested.

36.3 Prior to the application of first payment claim, submit the following:

36.4 Schedule and Schedule of Values, Estimate of Monthly Progress Claims Job Progress Schedule Updates, and any other items requested.

36.5 Prior to submission of final payment claim, submit the following:

36.6 Record Drawings, Maintenance Manuals/Data Books, Final inspection certificate by Electrical Safety Authority, Statutory Declaration, Certificate of Clearance from Workers' Compensation Board and any other items requested.

End of Section

APPENDIX ‘A’

CCDC Template

CCDC 2

CCDC 2

Stipulated Price Contract

2 0 2 0

[Name of Project]

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 2 STIPULATED PRICE CONTRACT

TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR
A-1 The Work
A-2 Agreements and Amendments
A-3 Contract Documents
A-4 Contract Price
A-5 Payment
A-6 Receipt of and Addresses for Notices in Writing
A-7 Language of the Contract
A-8 Succession

DEFINITIONS
Change Directive
Change Order
Construction Equipment
Consultant
Contract
Contract Documents
Contract Price
Contract Time
Contractor
Drawings
Notice in Writing
Owner
Other Contractor
Payment Legislation
Place of the Work
Product
Project
Ready-for-Takeover
Shop Drawings
Specifications
Subcontractor
Substantial Performance of the Work
Supplemental Instruction
Supplier
Temporary Work
Value Added Taxes
Work
Working Day

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS
GC 1.1 Contract Documents
GC 1.2 Law of the Contract
GC 1.3 Rights and Remedies
GC 1.4 Assignment

PART 2 ADMINISTRATION OF THE CONTRACT
GC 2.1 Authority of the Consultant
GC 2.2 Role of the Consultant
GC 2.3 Review and Inspection of the Work
GC 2.4 Defective Work

PART 3 EXECUTION OF THE WORK
GC 3.1 Control of the Work
GC 3.2 Construction by the Owner or Other Contractors
GC 3.3 Temporary Work
GC 3.4 Construction Schedule
GC 3.5 Supervision
GC 3.6 Subcontractors and Suppliers
GC 3.7 Labour and Products
GC 3.8 Shop Drawings

PART 4 ALLOWANCES
GC 4.1 Cash Allowances
GC 4.2 Contingency Allowance

PART 5 PAYMENT
GC 5.1 Financing Information Required of the Owner
GC 5.2 Applications for Payment
GC 5.3 Payment
GC 5.4 Substantial Performance of the Work and Payment of Holdback
GC 5.5 Final Payment
GC 5.6 Deferred Work
GC 5.7 Non-conforming Work

PART 6 CHANGES IN THE WORK
GC 6.1 Owner's Right to Make Changes
GC 6.2 Change Order
GC 6.3 Change Directive
GC 6.4 Concealed or Unknown Conditions
GC 6.5 Delays
GC 6.6 Claims for a Change in Contract Price

PART 7 DEFAULT NOTICE
GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION
GC 8.1 Authority of the Consultant
GC 8.2 Adjudication
GC 8.3 Negotiation, Mediation and Arbitration
GC 8.4 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY
GC 9.1 Protection of Work and Property
GC 9.2 Toxic and Hazardous Substances
GC 9.3 Artifacts and Fossils
GC 9.4 Construction Safety
GC 9.5 Mould

PART 10 GOVERNING REGULATIONS
GC 10.1 Taxes and Duties
GC 10.2 Laws, Notices, Permits, and Fees
GC 10.3 Patent Fees
GC 10.4 Workers' Compensation

PART 11 INSURANCE
GC 11.1 Insurance

PART 12 OWNER TAKEOVER
GC 12.1 Ready-for-Takeover
GC 12.2 Early Occupancy by the Owner
GC 12.3 Warranty

PART 13 INDEMNIFICATION AND WAIVER
GC 13.1 Indemnification
GC 13.2 Waiver of Claims

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

CCDC Copyright 2020
Must not be copied in whole or in part without the written permission of the CCDC.

AGREEMENT BETWEEN OWNER AND CONTRACTOR
For use when a stipulated price is the basis of payment.

This Agreement made on day of in the year .
by and between the parties

hereinafter called the "*Owner*"

and

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for *(insert below the description or title of the Work)*

located at *(insert below the Place of the Work)*

for which the Agreement has been signed by the parties, and for which *(insert below the name of the Consultant)*

is acting as and is hereinafter called the "*Consultant*" and

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the day of in the year and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the day of in the year .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

*

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)*

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-4 CONTRACT PRICE

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

/100 dollars $

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

/100 dollars $

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

/100 dollars $

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

.1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,

.2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and

.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

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

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

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

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

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

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

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

Owner

*name of Owner**

address

email address

Contractor

*name of Contractor**

address

email address

Consultant

*name of Consultant**

address

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

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

ARTICLE A-8 SUCCESSION

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

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

_____
signature

_____
name of person signing

OWNER

_____
name of Owner

_____
signature

_____
name and title of person signing

WITNESS

_____
signature

_____
name of person signing

CONTRACTOR

_____
name of Contractor

_____
signature

_____
name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

DEFINITIONS

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

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK .

Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Other Contractor

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation

Payment Legislation means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment.*

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.

1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.

1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.

1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents.* If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.

1.1.5 If there is a conflict within the *Contract Documents*:

.1 the order of priority of documents, from highest to lowest, shall be

- the Agreement between *Owner* and *Contractor*,
- the Definitions,
- Supplementary Conditions,
- the General Conditions,
- Division 01 of the *Specifications*,
- technical *Specifications*,
- material and finishing schedules,
- the *Drawings*.

.2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.

.3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.

.4 amended or later dated documents shall govern over earlier documents of the same type.

.5 noted materials and annotations shall govern over graphic indications.

1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between:

.1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

.2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.

1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.

1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.

1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant*'s property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.11 Physical models furnished by the *Contractor* at the *Owner*'s expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

1.3.2 No action or failure to act by the *Owner*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.

2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.

2.2.4 Based on the *Consultant*'s observations and evaluation of the *Contractor*'s applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.

2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor*'s failure to perform the *Work* in accordance with the *Contract Documents*.

2.2.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.

2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.

2.2.9 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.11 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers,* or their agents, employees, or other persons performing any of the *Work*.

2.2.12 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor.*

2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.

2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.2.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

2..2.18 If the *Consultant*'s engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.

2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is required by the laws or ordinances applicable to the *Place of the Work*.

2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

2.4.2 The *Contractor* shall make good promptly *Other Contractors'* work destroyed or damaged by such corrections at the *Contractor*'s expense.

2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

.1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner*'s own forces with the *Work* of the *Contract*;

.2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;

.3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and

.4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner*'s own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:

.1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;

.2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner*'s own forces that are identified in the *Contract Documents*;

.3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and

.4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.

3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 3.3 TEMPORARY WORK

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.

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

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

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

.1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;

.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and

.3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE WORK.

GC 3.5 SUPERVISION

3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.

3.5.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor*'s appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.6.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.6.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.

3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.6.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor*'s or *Supplier*'s work which has been certified for payment.

GC 3.7 LABOUR AND PRODUCTS

3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.

3.7.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

GC 3.8 SHOP DRAWINGS

3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner*'s own forces.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

3.8.3 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

.1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.8.4 The *Consultant*'s review is for conformity to the design concept and for general arrangement only.

3.8.5 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents.* The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.8.6 The *Consultant*'s review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor*'s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.

4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.

4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.

4.2.2 The contingency allowance includes the *Contractor*'s overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*.

5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner*'s financial arrangements to fulfil the *Owner*'s obligations under the *Contract* during the performance of the *Contract*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 5.2 APPLICATIONS FOR PAYMENT

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.2.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.

5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.

5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.

5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PAYMENT

5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:

.1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.

.2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*s application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.

5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.

5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 FINAL PAYMENT

5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner,* with a copy to the *Contractor*.

5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.

5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

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

GC 5.7 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
- .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:

.1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.

.2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.

.3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

.1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:

(1) trade labour in the direct employ of the *Contractor*;

(2) the *Contractor*'s personnel when stationed at the field office;

(3) the *Contractor*'s personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and

(4) the *Contractor*'s office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

.2 cost of all *Products* including cost of transportation thereof;

.3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under $1,000 owned by the *Contractor*;

.4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under $1,000;

.5 cost of all equipment and services required for the *Contractor*'s field office;

Subcontract

.6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

Others

.7 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;

.8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;

.9 cost of quality assurance such as independent inspection and testing services;

.10 charges levied by authorities having jurisdiction at the *Place of the Work*;

.11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;

.12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;

.13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;

.14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;

.15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;

.16 cost for removal and disposal of waste products and debris;

.17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:

(1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,

(2) the result of the negligent acts or omissions of the *Contractor*, or

(3) the result of a breach of this *Contract* by the *Contractor*;

.18 cost of auditing when requested by the *Owner*; and

.19 cost of *Project* specific information technology in accordance with the method determined by the parties.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.

6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor*'s pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.

6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

.4 any cause beyond the *Contractor*'s control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
.1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
.2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

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

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor*'s insolvency, or if a receiver is appointed because of the *Contractor*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor*'s right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor*'s contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner*'s instructions if the *Contractor*:
.1 commences the correction of the default within the specified time,
.2 provides the *Owner* with an acceptable schedule for such correction, and
.3 corrects the default in accordance with the *Contract* terms and with such schedule.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:

.1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or

.2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:

.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,

.2 withhold further payment to the *Contractor* until a final certificate for payment is issued,

.3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and

.4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

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

7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.

7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:

.1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*,

.2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,

.3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or

.4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.

7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Contractor* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant*'s opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 ADJUDICATION

8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
- .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.

8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.

8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.

8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
  - (1) *Ready-for-Takeover*,
  - (2) the *Contract* has been terminated, or
  - (3) the *Contractor* has abandoned the *Work*,

  whichever is earlier; and

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

GC 8.4 RETENTION OF RIGHTS

8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Contractor* shall protect the *Work*, the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
.1 errors or omissions in the *Contract Documents*; or
.2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or the *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.5 If the *Contractor*
.1 encounters toxic or hazardous substances at the *Place of the Work*, or
.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,
which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
.3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

.1 take all steps as required under paragraph 9.2.4;
.2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
.4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.

9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
.4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.

9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.

9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.

9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.

9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner*'s own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.

9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

.1 the observing party shall promptly report the circumstances to the other party in writing,
.2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

.3 if the *Owner* and the *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
.1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
.4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.

9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
.1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
.2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
.4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.

10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.

10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 'CCDC Insurance Requirements' in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.

.2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

.3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.

.4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

(1) 10 calendar days after the date of *Ready-for-Takeover*;

(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and

(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:

(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and

(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

.8 Contractors' Pollution Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

.1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.

.2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.

.3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.

.4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.

.5 Make available a copy of the as-built drawings completed to date on site.

.6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.

.7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.

.8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.

12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.

12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor*'s list and application:

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

.1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
.2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.

12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.

12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.

12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:
.1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
.2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
.3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.

12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Ready-for-Takeover* has been attained.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
.1 caused by:
(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
.2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.

.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.

.3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.

.4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.

13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.

13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and

.2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and

.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 WAIVER OF CLAIMS

13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:

.1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;

.2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;

.3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and

.4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.

13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:

.1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and

.2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.

13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:

.1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

.2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
.3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
.4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
.5 claims arising pursuant to GC 12.3 – WARRANTY; and
.6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.

13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
.1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
.2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
.3 claims arising under GC 12.3 – WARRANTY; and
.4 claims for which *Notice is Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.

13.2.6 "*Notice in Writing* of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
.1 a clear and unequivocal statement of an intention to claim;
.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
.3 a statement of the estimated quantum of the claim.

13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.

13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

APPENDIX ‘B’
DSS

Tulloch
&
RiskCheck Environmental Ltd.

TULLOCH

MEMO REPORT

DATE: February 2, 2022
TO: Corporation of the City of Sault Ste. Marie
FROM: TULLOCH Engineering
PROJECT: 21-1120
SUBJECT: Designated Substance Summary

TULLOCH Engineering (TULLOCH) was commissioned by the Corporation of the City of Sault Ste. Marie (Client) to complete a pre-renovation focused designated substance and hazardous materials survey (FDS&HMS) in support of the proposed interior renovations of the building located at 99 Foster Drive, Sault Ste. Marie, Ontario (the 'Site').

The objective of this FDS&HMS was to provide a comprehensive summary of substances that require removal and/or management prior to completing renovation at the Site. The FDS&HMS included the collection of building material samples suspected of containing asbestos and lead. Furthermore, the Site was investigated for the potential presence of designated substances as defined by Ontario Regulation 490/09 (O. Reg. 490/09) and hazardous materials as defined by various regulations.

TULLOCH understands that the entire building assessed is scheduled for focused renovations. More specifically the main entrance lobby will be undergoing renovations while the sprinkler system will be undergoing upgrades throughout the Site. TULLOCH's survey focused on all areas that were identified to be renovated in drawings prepared by MET Energy Systems and David Ellis Architect Inc. Based on TULLOCH's FDS&HMS, the following designated substances and potentially hazardous materials were identified within the Site:

- Drywall joint compound was found throughout the building. Drywall joints on walls, ceilings and bulkheads were noted to have varying quantities of drywall joint compound. One set of three drywall joint compound samples was collected and sent for analysis (S-002A-C).

Drywall joint compound contains chrysotile asbestos. All drywall finishes throughout the Site should be considered to contain asbestos unless additional testing proves otherwise.

- Parging cement insulation was found on pipe elbows and joints throughout the building on fibreglass insulation. Three samples of the parging cement insulation were collected and sent for analysis (S-004A-C). Parging cement on pipe elbows and joints throughout the building contains chrysotile asbestos.
- Texture coat on ceilings in the council chambers and Hamilton room has previously been identified to contain chrysotile asbestos. All texture coat present within the two rooms and any adjacent rooms is considered to contain chrysotile asbestos.

Due to the limited visibility above the ceiling tiles and behind walls it is possible some asbestos containing pipe insulation on straights and elbows could be present in concealed areas. Additional pipes might be present in wall cavities or under mill work. If any pipe insulation is encountered which is not fibreglass wrapped with canvas or a paper/foil jacket, it should be assumed to be asbestos containing.

Destruction of concrete block walls may reveal some older pipe insulation that could not be quantified during the survey without complete demolition. When demolishing walls, the contractor should pay careful attention to the type of pipe insulation and report any materials that differ from those identified in this report.

- Lead is considered to be present throughout the Site in wiring connectors, grounding conductors, solder and emergency back-up lights (lead-acid batteries).
- Very low levels of lead were found in beige paint (LP001) on some ductwork in mechanical rooms and above ceilings. Beige paint contains 0.0345% lead.
- Very low levels of lead were found in grey floor paint (LP002) which was observed in some mechanical rooms. Grey paint contains 0.088% lead.
- All fluorescent light tubes contain mercury vapour.
- All T5, T8 and T12 fluorescent light fixtures scheduled for removal should be dismantled and inspected for older PCB containing ballasts. Any fixtures that were retrofit to accept T8 and T5 bulbs may contain older PCB containing ballasts.
- Concrete materials, which have the potential of containing silica, were used in masonry, mortar, brick and concrete materials used for floors and walls throughout the structure.

All designated substances shall be removed or managed in place in accordance with all applicable provincial regulations. The removal of all designated substances shall be carried out by qualified

and appropriately trained workers in accordance with all provincial regulations. All contractors shall provide a written work plan for review, outlining how designated substances will be managed or abated prior to commencing with any work.

2023 ANNUAL ASBESTOS CONTAINING MATERIALS REASSESSMENT

Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario

Prepared for:
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5X6

Prepared by:
RiskCheck Environmental Ltd.
4211 Yonge Street, Suite 605
Toronto, Ontario, M2P 2A9
Tel: (416) 640-2444
Fax: (416) 640-2445
www.riskcheckinc.com

Report Date: October 5, 2023
RiskCheck Project No. 30803

Copyright © 2023 RiskCheck Environmental Ltd.

EXECUTIVE SUMMARY

RiskCheck Environmental Ltd. (RiskCheck) was retained by The Corporation of the City of Sault Ste. Marie (The City, Client) to conduct the 2023 Annual Asbestos Containing Materials (ACM) Reassessment in the building known as Civic Centre, located at 99 Foster Drive in Sault Ste. Marie, Ontario (subject building).

The 2023 Annual ACM Reassessment was requested by The City for long-term management of ACM in the subject building and to meet the requirements of Ontario Regulation (O. Reg.) 278/05 – *Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations* (as amended by O. Reg. 450/19).

Fieldwork was conducted on August 29, 2023 and included a visual inspection of previously identified ACM in the accessible areas of the subject building to identify changes that have occurred to the conditions and quantities of the known ACM, and to document any previously unidentified ACM that was observed.

Summary of Findings

The following asbestos containing materials were identified in the subject building:

- Parging cement pipe fitting insulation;
- Vinyl floor tiles;
- Drywall joint compound;
- Textured ceiling finishes; and
- Asbestos cement (Transite) panels.

Asbestos containing parging cement fittings were observed to be in fair condition (water damage and mould growth) in the penthouse mechanical room (approximately nine (9) fittings) and require removal or encapsulation. All other ACM in the subject building was observed to be in good condition. Refer to Appendix A for details regarding quantities, specific locations, and recommended corrective actions for ACM.

Summary of Recommendations:

Based on the results of the 2023 Annual ACM Reassessment, the following recommendations are provided:

1) This 2023 Annual ACM Reassessment report should be read in conjunction with previous ACM related reports for the subject building.

2) Approximately nine (9) asbestos containing parging cement fittings were observed to be in fair condition (water damage and mould growth) in the penthouse mechanical room. It is recommended that the fair condition parging cement fittings be removed or encapsulated following Type 2 Glove Bag asbestos work procedures per O. Reg. 278/05 (as amended).

3) Any disturbance or removal of ACM must be completed by trained and qualified personnel following appropriate asbestos abatement work procedures as defined in O. Reg. 278/05 (as amended).

4) Known ACM must continue to be managed through the on-site Asbestos Management Program (AMP) for the subject building.

5) Reassess the asbestos containing materials and update the asbestos record at least once in a 12-month period.

6) Perform an intrusive Hazardous Building Materials Survey prior to any renovation or demolition work.

TABLE OF CONTENTS

Page No.

1.0 INTRODUCTION **1**

2.0 SCOPE OF WORK **1**

3.0 BUILDING DESCRIPTION **1**

4.0 RECORDS REVIEW **2**

5.0 METHODOLOGY **3**

5.1 Potential for Asbestos-Containing Materials in Inaccessible Areas ***3***

6.0 SITE FINDINGS **4**

6.1 Previously Identified ACM ***4***

6.2 Additional Identified ACM ***4***

7.0 RECOMMENDATIONS **5**

8.0 CLOSURE **5**

LIST OF APPENDICES

Appendix A – 2023 Annual Asbestos Containing Materials Summary Table

Appendix B – Representative Site Photographs

Appendix C – Figures

Appendix D – Limitations, Terms and Conditions of Retainer

1.0 INTRODUCTION

RiskCheck Environmental Ltd. (RiskCheck) was retained by The Corporation of the City of Sault Ste. Marie (The City, Client) to conduct the 2023 Annual Asbestos Containing Materials (ACM) Reassessment in the building known as Civic Centre, located at 99 Foster Drive in Sault Ste. Marie, Ontario (subject building).

The Annual ACM Reassessment was performed by Theresa Treasure on August 29, 2023. Access to the subject building was provided by Mr. Ron Bax, a representative of The City, who accompanied the RiskCheck representative during the site visit.

The 2023 Annual ACM Reassessment was requested by The City for long-term management of ACM in the subject building and to meet the requirements of Ontario Regulation (O. Reg.) 278/05 – *Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations* (as amended by O. Reg. 450/19). The purpose of the reassessment was to identify any changes that may have occurred to the conditions and quantities of the known ACM that were previously identified in the subject building, update the supporting documents, and document any newly identified ACM that may have been observed.

2.0 SCOPE OF WORK

The Annual ACM Reassessment conducted by RiskCheck consisted of the following:

- Review of previous environmental reports (including previous surveys, drawings, abatement reports etc.) pertaining to the subject building provided to RiskCheck by the Client;
- Visual inspection and/or inquiry with the site contact as to the condition of known ACM based on locations and quantities previously reported;
- Update the 2022 ACM Reassessment summary table and figures where necessary;
- Obtain representative site photographs of previously identified ACM; and
- Preparation of a report summarizing the findings of items above and providing recommendations as necessary regarding the ongoing management of ACM identified at the subject building.

3.0 BUILDING DESCRIPTION

At the time of the site visit, the subject building was noted with the following details:

Component	Subject Building Features
Building Use:	Municipal offices
Number of Buildings	One (1)

Component	Subject Building Features	
Number of Levels:	Seven-storeys above grade	
Approximate Building Area:	Square Metres (m^2): 8,687	Square Feet (ft^2): 93,510
Year of Construction:	1974	Known Additions / Renovations: 2018
Flooring Finishes:	Carpet, concrete, quarry tiles, and vinyl floor tiles	
Wall Finishes:	Concrete block and drywall	
Ceiling Finishes:	Acoustic lay-in ceiling tiles, metal panels, and textured finishes	
Building Structure:	Floor: Concrete	
	Wall Frame: Concrete block structural steel (e.g., columns)	
	Ceiling Frame: Structural steel (e.g., beam, deck, joist)	
Building Exterior Facade:	Enamel panels and glazing	
Roofing Type:	Unknown (roof not within scope)	
Heating, Ventilation and Air Conditioning (HVAC):	Boiler units providing hot water heating to perimeter radiators and air handling units, and chillers providing chilled water to air handling units	

The subject building was occupied by The City at the time of the site visit.

RiskCheck relied on The City to provide access to locked or limited-access areas of the subject building on the date of the site visit. All areas of the subject building with previously identified ACM were accessible at the time of the 2023 Annual ACM Reassessment.

4.0 RECORDS REVIEW

As part of the 2023 Annual ACM Reassessment, RiskCheck reviewed the following reports:

- *"City of Sault Ste. Marie, Asbestos Re-Surveys 2016, Master Summary"* excel file, prepared for The City by Harris Building Science Inc.;
- *"2018 Annual Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario"* report, prepared for The City by RiskCheck, dated October 12, 2018;
- *"2019 Annual Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario"* report, prepared for The City by RiskCheck, dated October 31, 2019;
- *"2020 Annual Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario"* report, prepared for The City by RiskCheck, dated October 30, 2020;

- *"2021 Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario"* report, prepared for The City by RiskCheck, dated September 30, 2021; and

- *"2022 Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario"* report, prepared for The City by RiskCheck, dated November 24, 2022.

As identified in the above noted environmental reports, building materials that were presumed or confirmed to be ACM are summarized in the 2023 Annual ACM Reassessment summary table provided in Appendix A.

5.0 METHODOLOGY

The 2023 Annual ACM Reassessment consisted of a visual (non-intrusive) inspection of ACM that were previously identified and reported to be present in the subject building. Any changes to the inventory of ACM onsite; specifically changes to the condition, quantity, location, friability, accessibility, and likelihood of damage were documented and are presented in this report. Selected photographs from the 2023 Annual ACM Reassessment are provided in Appendix B. Changes to the site figures where applicable, were completed and are provided in Appendix C.

5.1 Potential for Asbestos-Containing Materials in Inaccessible Areas

Due to the non-destructive nature of the ACM reassessment, concealed ACM may potentially be present under multiple layers of floor, wall, or ceiling finishes; under heavy or fixed objects (e.g., safes, HVAC units, cabinets, shelves, etc.); inside void spaces (e.g., pipe chases, fire barriers, etc.); or in areas of low visual accessibility (e.g., limited wall or ceiling hatches in solid finishes).

Furthermore, the materials listed below are generally excluded during an assessment due to the potential for irreparable damage to the building components from sampling and due to safety or accessibility issues. The presence of asbestos is presumed in the materials noted below.

- Components or wiring within motors or lights
- Exterior cladding, soffit and fascia boards on building
- Mechanical packing, ropes and gaskets
- Vermiculite above solid ceilings, inside masonry or other wall assemblies
- Concrete levelling compound (for floors)
- Fire-door cores
- Refractory brick in boilers or incinerators
- Asbestos cement (Transite) pipe and panels
- Dust in ductwork
- High voltage wiring
- Underground services or piping
- Roofing materials

Where present in the subject building, the above-listed items should be presumed to contain asbestos until proven otherwise by bulk sampling and laboratory analysis.

6.0 SITE FINDINGS

6.1 Previously Identified ACM

At the time of the 2023 Annual ACM Reassessment site visit, ACM that were previously identified and recorded to be present in the subject building were generally observed to be in good condition and in similar quantities when compared to the previous environmental reports listed in Section 4.0 with the following exceptions:

- Approximately 20 ft^2 of asbestos containing 12”x12” tan with brown and white streaks vinyl floor tiles were previously observed to be loose in the 1st floor central filing room. The loose vinyl floor tiles were not observed at the time of the 2023 site visit. An asbestos abatement report was not made available to RiskCheck; and

- Approximately nine (9) asbestos containing parging cement fittings were observed to be in fair condition (water damage and mould growth) in the penthouse mechanical room. It is recommended that the fair condition parging cement fittings be removed or encapsulated following Type 2 Glove Bag asbestos work procedures per O. Reg. 278/05 (as amended).

It should be noted that additional ACM could exist in visually inaccessible areas or areas of the subject building that were not made accessible to the RiskCheck site representative.

6.2 Additional Identified ACM

During the 2023 Annual ACM Reassessment, additional confirmed ACM were observed in the following areas of the subject building.

- Asbestos-containing parging cement fitting insulation previously identified in the building was newly observed in the electrical equipment room on the 2nd floor (2 fittings), 3rd floor (4 fittings), 4th floor (2 fittings), and 5th floor (4 fittings); and

- Asbestos containing 12”x12” tan with brown and white stripes vinyl floor tiles previously identified in the building was newly observed in the north stairwell on the second and third floors.

The approximate quantities and locations of the building materials determined or confirmed to contain asbestos are summarized in Appendix A. Selected photographs of newly identified asbestos containing materials are included in Appendix B.

It should be noted that additional ACM could exist in visually inaccessible areas or areas of the subject building that were not made accessible to the RiskCheck site representative.

7.0 RECOMMENDATIONS

Based on the results of the 2023 Annual ACM Reassessment, the following recommendations are provided:

1) This 2023 Annual ACM Reassessment report should be read in conjunction with previous ACM related reports for the subject building.

7) Approximately nine (9) asbestos containing parging cement fittings were observed to be in fair condition (water damage and mould growth) in the penthouse mechanical room. It is recommended that the fair condition parging cement fittings be removed or encapsulated following Type 2 Glove Bag asbestos work procedures per O. Reg. 278/05 (as amended).

2) Any disturbance or removal of ACM must be completed by trained and qualified personnel following appropriate asbestos abatement work procedures as defined in O. Reg. 278/05 (as amended).

3) ACM must continue to be managed through the on-site Asbestos Management Program (AMP) for the subject building. The AMP should be inclusive of asbestos and regulatory background, asbestos records, procedures to notify building occupants and contractors, work procedures, and training requirements for workers.

4) As part of the on-going management of ACM within the subject building and to maintain compliance with O. Reg. 278/05 (as amended); the ACM must be inspected to determine if the conditions of the ACM have changed and if they may require repair or removal and the asbestos record must be updated at least once in a 12-month period.

5) This assessment was not conducted for renovation or demolition purposes. In the event of renovation or demolition activities, an intrusive Hazardous Building Materials Survey of the proposed renovation/demolition areas shall be required to determine the presence/absence of designated substances and hazardous building materials in those areas prior to any construction related disturbance of the building materials, to maintain compliance with O. Reg. 490/09 – *Designated Substances* (as amended by O. Reg. 189/19).

8.0 CLOSURE

This report was prepared for the exclusive use of The Corporation of the City of Sault Ste. Marie, (The City, Client). The report may not be relied upon by any other person or entity without the express written consent of RiskCheck Environmental Ltd. (RiskCheck) and The City. Any use that a party makes of this report, or any reliance on decisions made based on it, is the sole responsibility of such parties. RiskCheck accepts no responsibility for damages, if any, suffered by any party as a result of decisions made or actions based on this report.

The information and conclusions contained in this report are based upon work undertaken by trained professional and technical staff in accordance with generally accepted engineering and scientific practices current at the time the work was performed. Some of the information presented in this report may have

been provided through existing documents and/or interviews. For this Annual ACM Reassessment, the information provided in reports provided to RiskCheck was not verified. Conclusions presented in this report should not be construed as legal advice. No assurance is made regarding changes in conditions or practices subsequent to the time of the investigation.

The conclusions presented represent the best judgement of the assessor, based on the limited activities carried out. Due to the nature of the subject building, the assessor cannot warrant against undiscovered asbestos containing materials that may still exist behind solid walls or ceilings, concealed by other enclosures/barriers, or under stored/heavy items, which would not have been visible during the inspection activities.

RiskCheck makes no other representation whatsoever, including those concerning the legal significance of its findings, or as to the other legal matters addressed incidentally in this report, including but not limited to the application of any law to the facts set forth herein. With respect to regulatory compliance issues, regulatory statutes are subject to interpretation. These interpretations may change over time, thus The City should review such issues with appropriate legal counsel. The asbestos containing materials locations and conclusions provided are based on information obtained from visual inspection and limited sampling carried out, at the specific test locations, and information obtained from the building personnel. The results can only be extrapolated to an undefined area around the test locations. It is possible that additional, concealed asbestos containing materials may become evident during demolition/renovation activities.

Any quantities or areas (including but not limited to damaged areas, asbestos containing materials, etc.) provided in this report are order-of-magnitude values or estimates and should not be considered as exact values. Should there be a requirement for abatement (e.g., asbestos), the estimated quantities or areas noted are not to be used for tender documents or providing quotations or for any other business decisions without prior consent from RiskCheck. A more detailed site investigation may be required to verify the quantity and/or areas of materials and site conditions that may affect the overall project cost. Furthermore, it is important to note that the conditions of the potential hazardous building materials may have changed since the time of the RiskCheck site visit or investigation. RiskCheck will not be held responsible for any deviations in the estimated quantities or areas documented.

A copy of our Limitations, Terms and Conditions of Retainer is appended to this report as Appendix D and applies to all work performed.

We trust this report meets your current requirements. Should you have any questions or require clarification or additional information, please do not hesitate to contact the undersigned.

Respectfully submitted,

RISKCHECK ENVIRONMENTAL LTD.

Carlos Cen Wu, M.Eng., EIT
Project Scientist, Hazardous Materials
ccenwu@riskcheckinc.com

Paul Theriault, B.Sc. (Env.)
Senior Project Manager, Hazardous Materials
ptheriault@riskcheckinc.com

Dennis Hsu, M.A.Sc., P.Eng.
Manager, Due Diligence
dhsu@riskcheckinc.com

Distribution: (1 PDF Copy) Mr. David McAuley , The City of SSM

APPENDIX A

2023 ANNUAL ASBESTOS CONTAINING MATERIALS SUMMARY TABLE

2023 ASBESTOS CONTAINING MATERIALS SUMMARY TABLE

CITY OF SAULT STE. MARIE			CONSTRUCTION DATE: 1974				RiskCheck Environmental Ltd.
ACM REASSESSMENT SURVEY							4211 Yonge Street, Suite 605
LOCATION: 99 Foster Drive - Civic Centre							Toronto, Ontario, M2P 2A9
SURVEY DATE: AUGUST 29, 2023							Tel: (416) 640-2444
							*CONDITION CODE:
							G = Good
		Y = YES					F = Fair (repairs required)
		N = NO					P = Poor (Immediate repair or removal is required)
		P = Presumed					
FLOOR	SUITE DESCR.	ASBESTOS DETECTED?	SYSTEM (S)	HAZARD	FRIABLE?	CODE	COMMENTS
	Exterior	Y	Soffit	Transite Cladding	No	G	Under the window and loading dock overhangs. Manage in place.
	Exterior - Main Entrance	Y	Rainwater Leader (RWL)	Parging Cement Fitting	Yes	Unknown	1 fitting. RWL concealed by exterior soffit panels. Manage in place.
1	Mechanical	Y	Domestic Cold Water (DCW)	Parging Cement Fitting	Yes	G	20 fittings. Manage in place.
1	Mechanical	Y	Domestic Hot Water (DHW)	Parging Cement Fitting	Yes	G	6 fittings. Manage in place.
1	Mechanical	Y	River Water Supply & Return	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
1	Mechanical	Y	Chilled Water Supply & Return (CHWS&R)	Parging Cement Fitting	Yes	G	20 fittings. Manage in place.
1	Telephone Room	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 200 ft^2 Manage in place.
1	Central Filing	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 670 ft^2 Manage in place.
1	Central Filing	Y	Flooring	12" Floor Tile	No	N/A	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 20 ft^2 of loose tiles previously noted were not observed during 2023 site visit and presumed to have been removed.
1	Central Filing	Y	DHW	Parging Cement Fitting	Yes	G	10 fittings. Manage in place.
1	Central Filing	Y	DCW	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
1	Corridor 4	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 142 ft^2 Manage in place.
1	Kitchen	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 288 ft^2 Manage in place.
1	Garage - Central File 2	Y	RWL	Parging Cement Fitting	Yes	G	8 fittings. Manage in place.
1	Vehicles	Y	RWL	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
1	Garage	Y	RWL	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
1	Lunch Room	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 192 ft^2 Manage in place.
1	Staff Room	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 240 ft^2 Manage in place.

2023 ASBESTOS CONTAINING MATERIALS SUMMARY TABLE

FLOOR	SUITE DESCR.	ASBESTOS DETECTED?	SYSTEM (S)	HAZARD	FRIABLE?	CODE	COMMENTS
1	Vending Machine Room	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 100 ft^2 Manage in place.
1	Office Services	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 1,200 ft^2 Manage in place
1	Electrical Closet by Elevators	Y	Domestic Water (DW)	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
2	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
2	Electrial Equipment	Y	CHWS&R	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
2	North Stairs	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 112 ft^2 Manage in place.
3	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	G	3 fittings. Manage in place.
3	Council Chambers	Y	Ceiling	Texture Finish	Yes	G	3,000 ft^2 Manage in place.
3	Kitchen	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 112 ft^2 Manage in place.
3	Hamilton Room	Y	Ceiling	Texture Finish	Yes	G	1,100 ft^2 Manage in place
3	Garden	Y	Wall	Transite Cladding	No	G	Manage in place.
3	Electrial Equipment	Y	CHWS&R	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
3	North Stairs	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 112 ft^2 Manage in place.
4	Garden	Y	Wall	Transite Cladding	No	G	Manage in place.
4	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	G	6 fittings. Manage in place.
4	Electrial Equipment	Y	CHWS&R	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
5	Upper Atrium	Y	Wall	Transite Cladding	No	G	Manage in place.
5	Garden	Y	Wall	Transite Cladding	No	G	Manage in place.
5	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
5	Electrial Equipment	Y	CHWS&R	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
6	Garden Below	Y	Wall	Transite Cladding	No	G	Manage in place.
6	West Stairs	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles. Observed solely on the treads. Manage in place.

2023 ASBESTOS CONTAINING MATERIALS SUMMARY TABLE

FLOOR	SUITE DESCR.	ASBESTOS DETECTED?	SYSTEM (S)	HAZARD	FRIABLE?	CODE	COMMENTS
PH	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	F	9 fittings. Insulation was observed with apparent mould growth. Remove or encapsulate following Type 2 Glove Bag asbestos abatement procedures as outlined in O. Reg. 278/05.
PH	Mechanical	Y	RWL	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
PH	Mechanical	Y	Domestic Water (DW)	Parging Cement Fitting	Yes	G	8 fittings. Manage in place.
PH	Lobby	Y	Wall	Drywall Compound	No	G	Manage in place.
PH	Elevator Machine Room	Y	RWL	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
All Floors	Central Stairs	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - Each floor approximately 60 ft^2. For the 6th floor, these are only observed on the treads. Manage in place.
All Floors	Tel/Elec Room by Elevators	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - Each floor approximately 80 ft^2. Manage in place.
All Floors	Electrial Equipment	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - Each floor approximately 50 ft^2. Manage in place.

APPENDIX B

REPRESENTATIVE SITE PHOTOGRAPHS

Photo 1: View of visible suspect mould growth (see arrow) on an asbestos containing parging cement insulated pipe fitting in the penthouse mechanical room of the subject building.

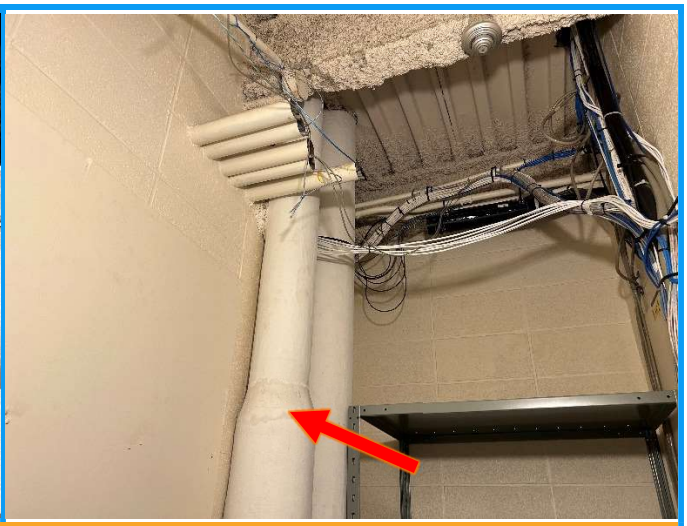


Photo 2: Typical view of the newly observed parging cement insulated pipe fittings (see arrow) observed in the electrical equipment rooms in the subject building.

Photo 3: Typical view of asbestos containing 12”x12” tan with brown and white streaks vinyl floor tiles (see arrow) observed in the electrical equipment rooms of the subject building.

Photo 4: Typical view of asbestos containing 12”x12” tan with brown and white streaks vinyl floor tiles (see arrow) observed on stair treads in stairwells of the subject building.

Photo 5: View of the flooring section of the 1st Floor central filing room previously with loose asbestos containing vinyl floor tiles observed to have been removed.

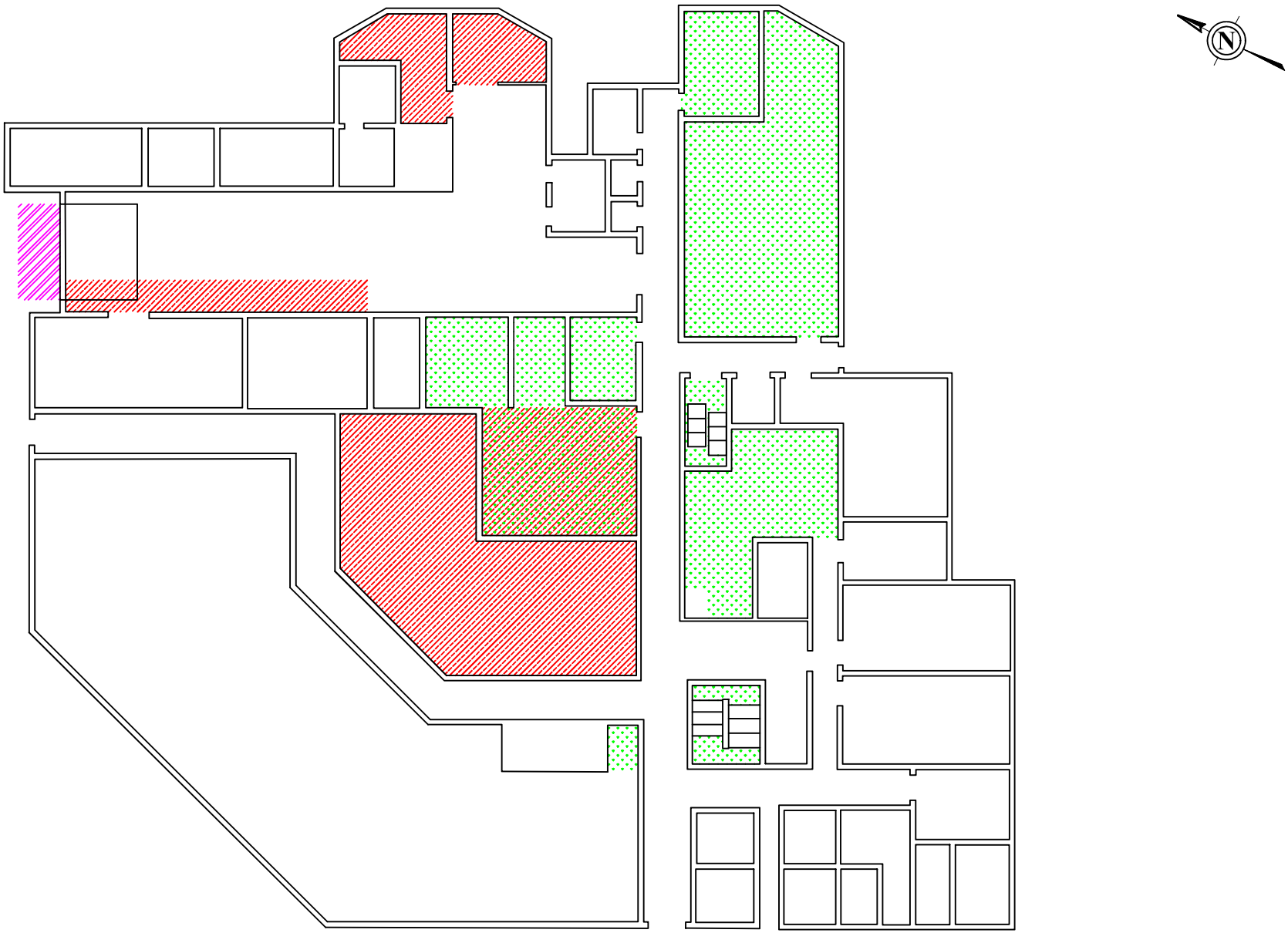
Photo 6: View of the asbestos containing Transite cladding (see arrow) observed on the soffit above the garage loading dock.

Photo 7: Typical view of the asbestos containing Transite cladding (see arrows) observed on the walls around the central garden and atrium.

Photo 8: View of the asbestos containing textured finishes (see arrow) observed on the ceiling in the 3rd Floor Hamilton Room.

APPENDIX C

FIGURES



NOTE: TRANSITE PANELS AS SOFFITS ABOVE EXTERIOR WINDOWS AND LOADING DOCK OVERHANG ARE ASBESTOS CONTAINING.

ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND

- ASBESTOS CONTAINING VINYL FLOOR TILES
- ASBESTOS CONTAINING PARGING CEMENT
- ASBESTOS CONTAINING TRANSITE WALL PANELS

RiskCheck

PROJECT NAME:

ASBESTOS CONTAINING MATERIALS REASSESSMENT -FIRST FLOOR

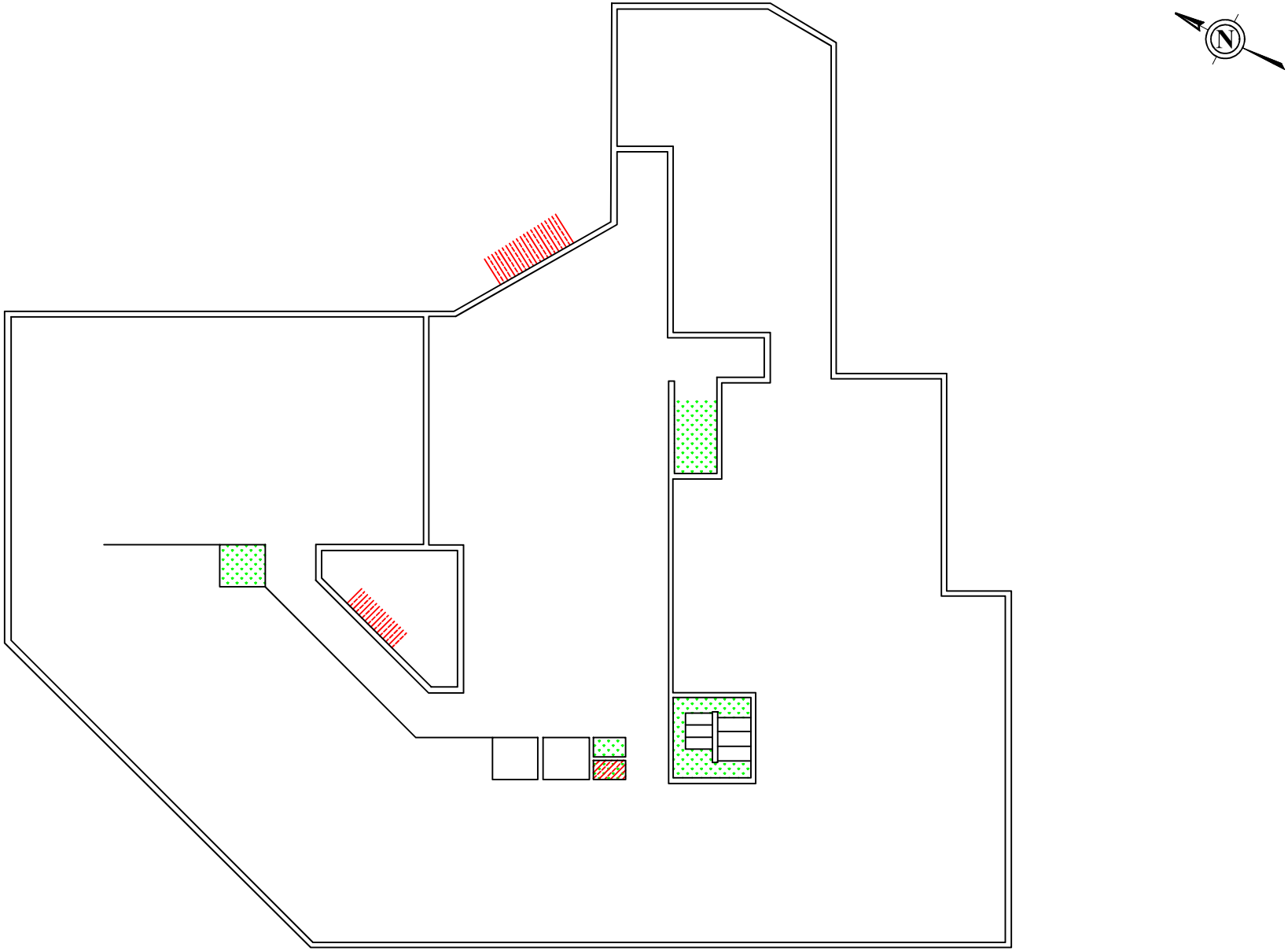
PROJECT ADDRESS:

99 FOSTER DRIVE, SAULT STE. MARIE, ONTARIO

CLIENT NAME AND ADDRESS:

CITY OF SAULT STE. MARIE, 99 FOSTER DRIVE, SAULT STE. MARIE, ONTARIO

PROJECT: 30803	DATE: 10.05.2023
DRAWN BY: J.KELBERT	FIGURE: 1
REVIEWED BY: P.THERIAULT	
SCALE: NTS	



NOTE: TRANSITE PANELS AS SOFFITS ABOVE EXTERIOR WINDOWS AND LOADING DOCK OVERHANG ARE ASBESTOS CONTAINING.

ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND

- ASBESTOS CONTAINING VINYL FLOOR TILES
- ASBESTOS CONTAINING PARGING CEMENT

RiskCheck

PROJECT NAME:

ASBESTOS CONTAINING MATERIALS REASSESSMENT -SECOND FLOOR

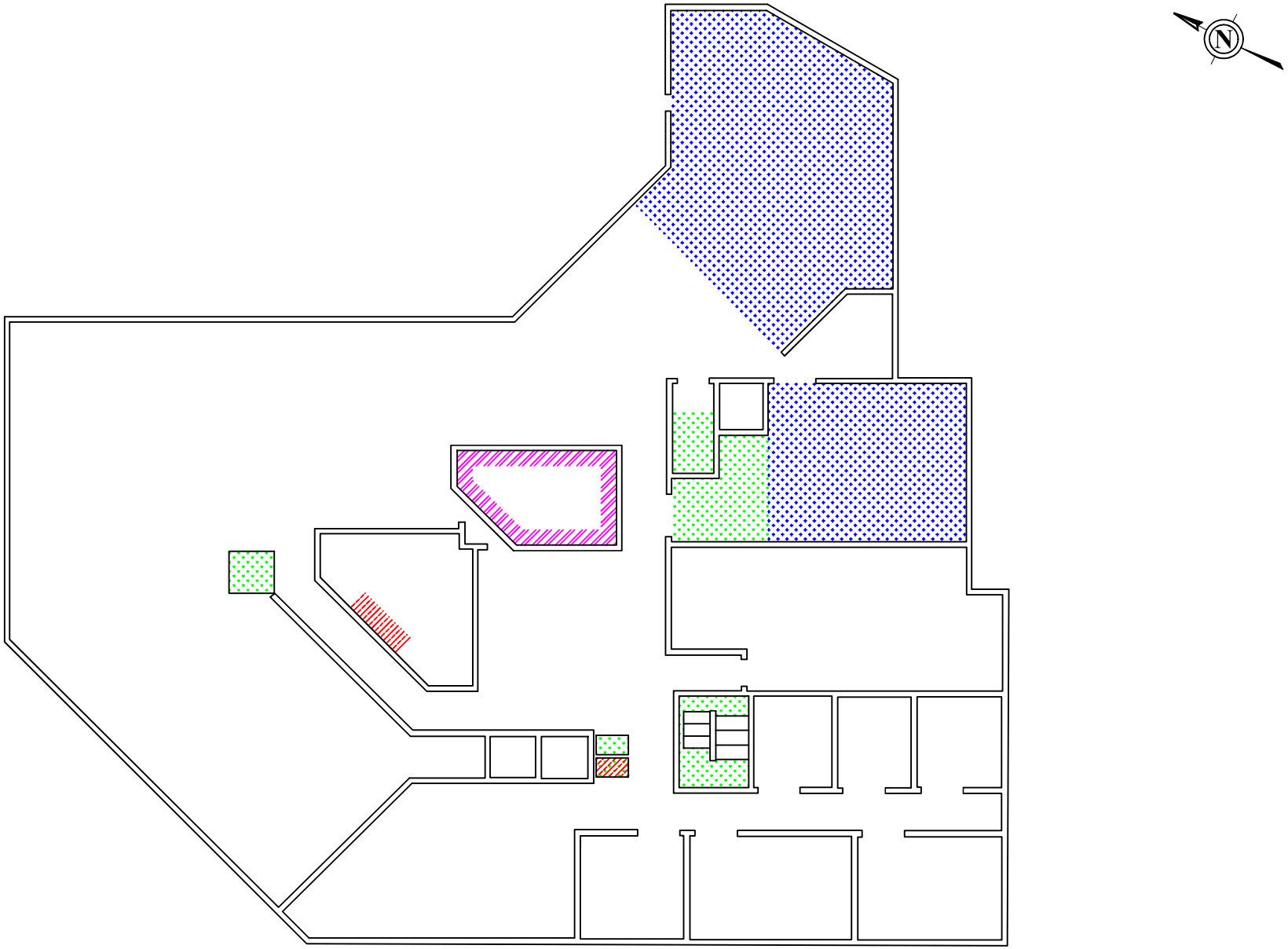
PROJECT ADDRESS:

99 FOSTER DRIVE, SAULT STE. MARIE, ONTARIO

CLIENT NAME AND ADDRESS:

CITY OF SAULT STE. MARIE, 99 FOSTER DRIVE, SAULT STE. MARIE, ONTARIO

PROJECT: 30803	DATE: 10.05.2023
DRAWN BY: J.KELBERT	FIGURE: 2
REVIEWED BY: P.THERIAULT	
SCALE: NTS	



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND

- ASBESTOS CONTAINING VINYL FLOOR TILES
- ASBESTOS CONTAINING PARGING CEMENT
- ASBESTOS CONTAINING TRANSITE WALL PANELS
- ASBESTOS CONTAINING TEXTURED FINISH CEILING

RiskCheck

PROJECT NAME:

ASBESTOS CONTAINING MATERIALS REASSESSMENT -THIRD FLOOR

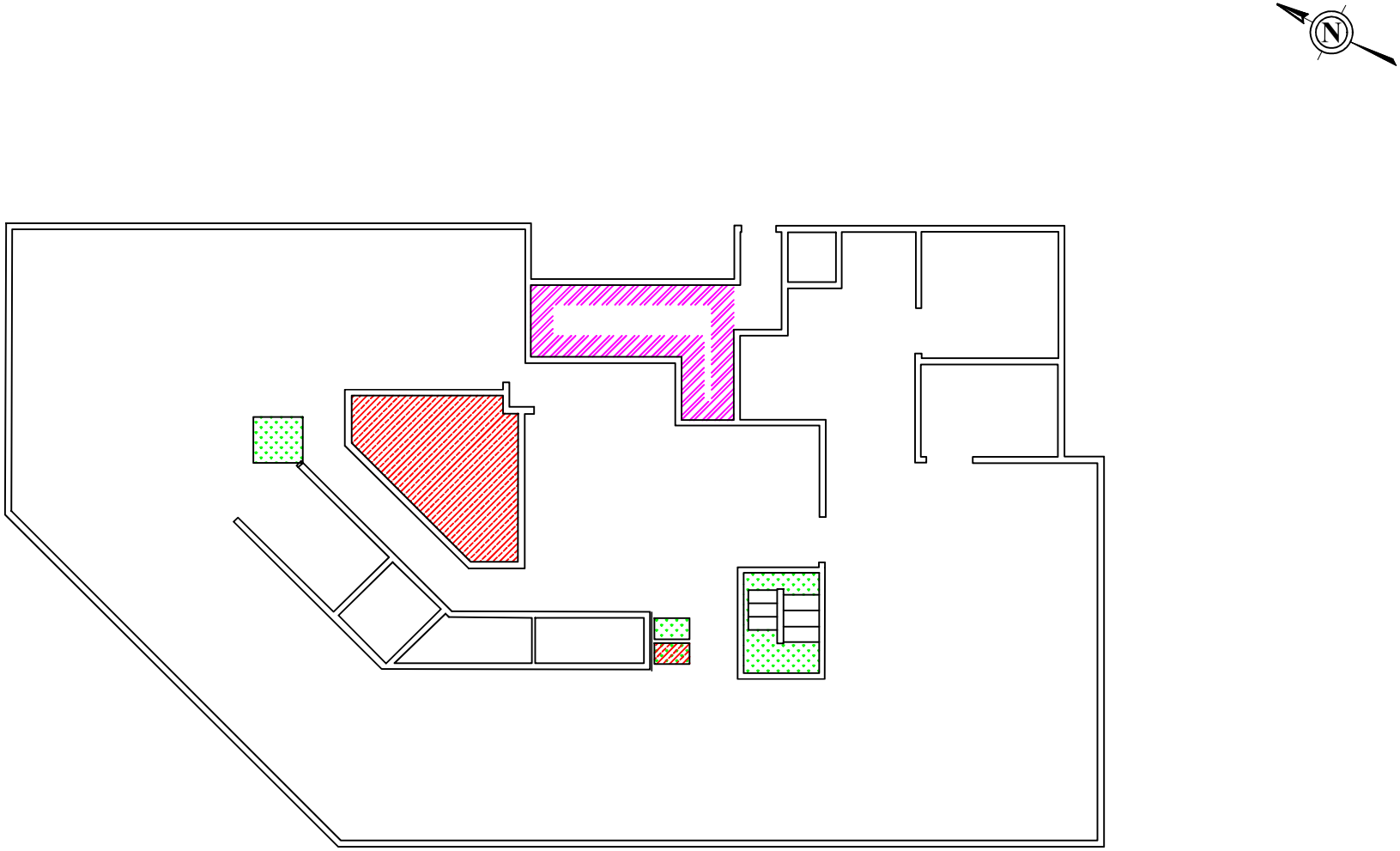
PROJECT ADDRESS:

99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:

CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT: 30803	DATE: 10.05.2023
DRAWN BY: J.KELBERT	FIGURE: 3
REVIEWED BY: P.THERIAULT	
SCALE: NTS	



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND

- ASBESTOS CONTAINING VINYL FLOOR TILES
- ASBESTOS CONTAINING PARGING CEMENT
- ASBESTOS CONTAINING TRANSITE WALL PANELS

RiskCheck

PROJECT NAME:

ASBESTOS CONTAINING MATERIALS REASSESSMENT -FOURTH FLOOR

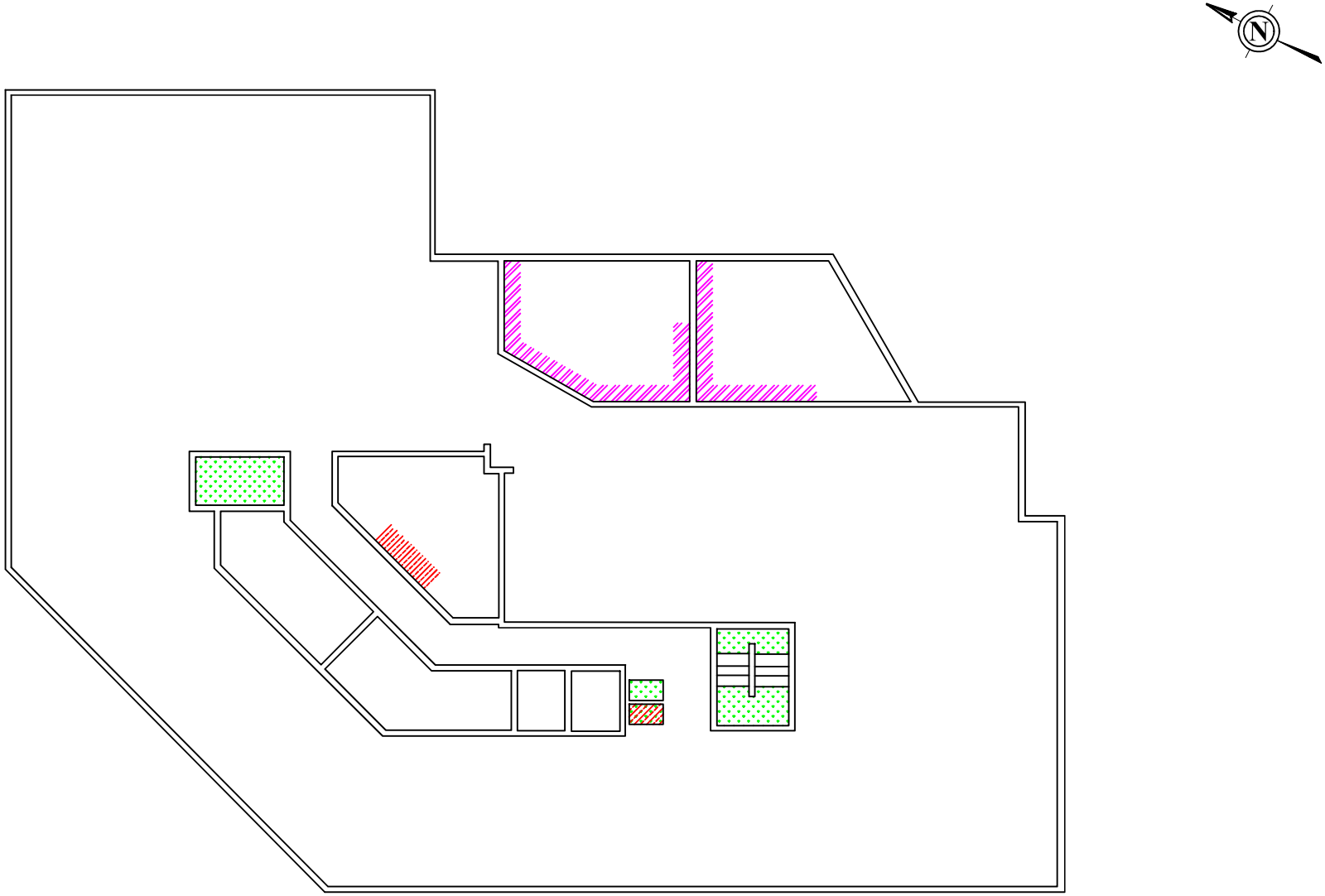
PROJECT ADDRESS:

99 FOSTER DRIVE, SAULT STE. MARIE, ONTARIO

CLIENT NAME AND ADDRESS:

CITY OF SAULT STE. MARIE, 99 FOSTER DRIVE, SAULT STE. MARIE, ONTARIO

PROJECT: 30803	DATE: 10.05.2023
DRAWN BY: J.KELBERT	FIGURE: 4
REVIEWED BY: P.THERIAULT	
SCALE: NTS	



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND

- ASBESTOS CONTAINING VINYL FLOOR TILES
- ASBESTOS CONTAINING PARGING CEMENT
- ASBESTOS CONTAINING TRANSITE WALL PANELS

RiskCheck

PROJECT NAME:

ASBESTOS CONTAINING MATERIALS REASSESSMENT -FIFTH FLOOR

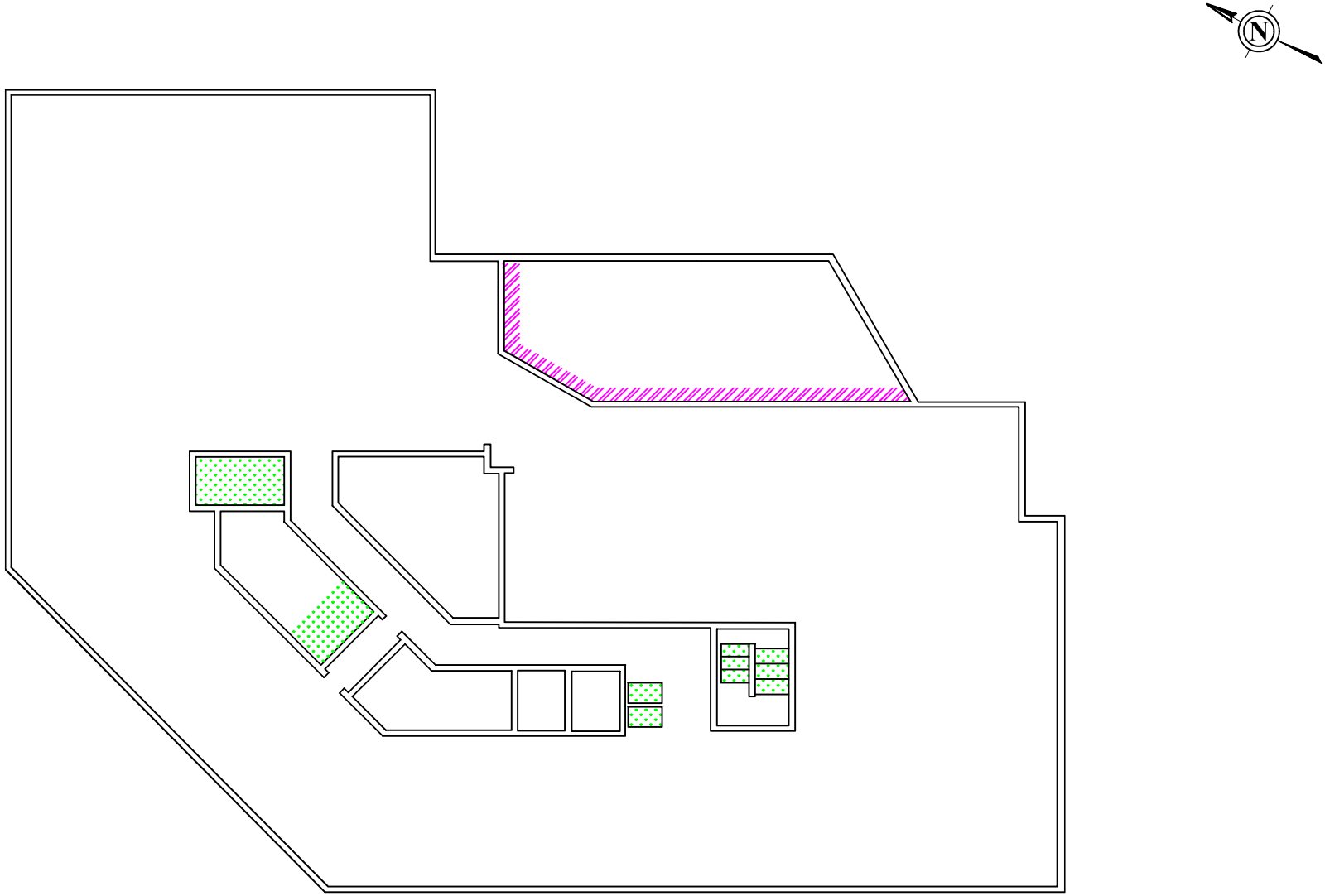
PROJECT ADDRESS:

99 FOSTER DRIVE, SAULT STE. MARIE, ONTARIO

CLIENT NAME AND ADDRESS:

CITY OF SAULT STE. MARIE, 99 FOSTER DRIVE, SAULT STE. MARIE, ONTARIO

PROJECT: 30803	DATE: 10.05.2023
DRAWN BY: J.KELBERT	FIGURE: 5
REVIEWED BY: P.THERIAULT	
SCALE: NTS	



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND

- ASBESTOS CONTAINING VINYL FLOOR TILES
- ASBESTOS CONTAINING TRANSITE WALL PANELS

RiskCheck

PROJECT NAME:

ASBESTOS CONTAINING MATERIALS REASSESSMENT -SIXTH FLOOR

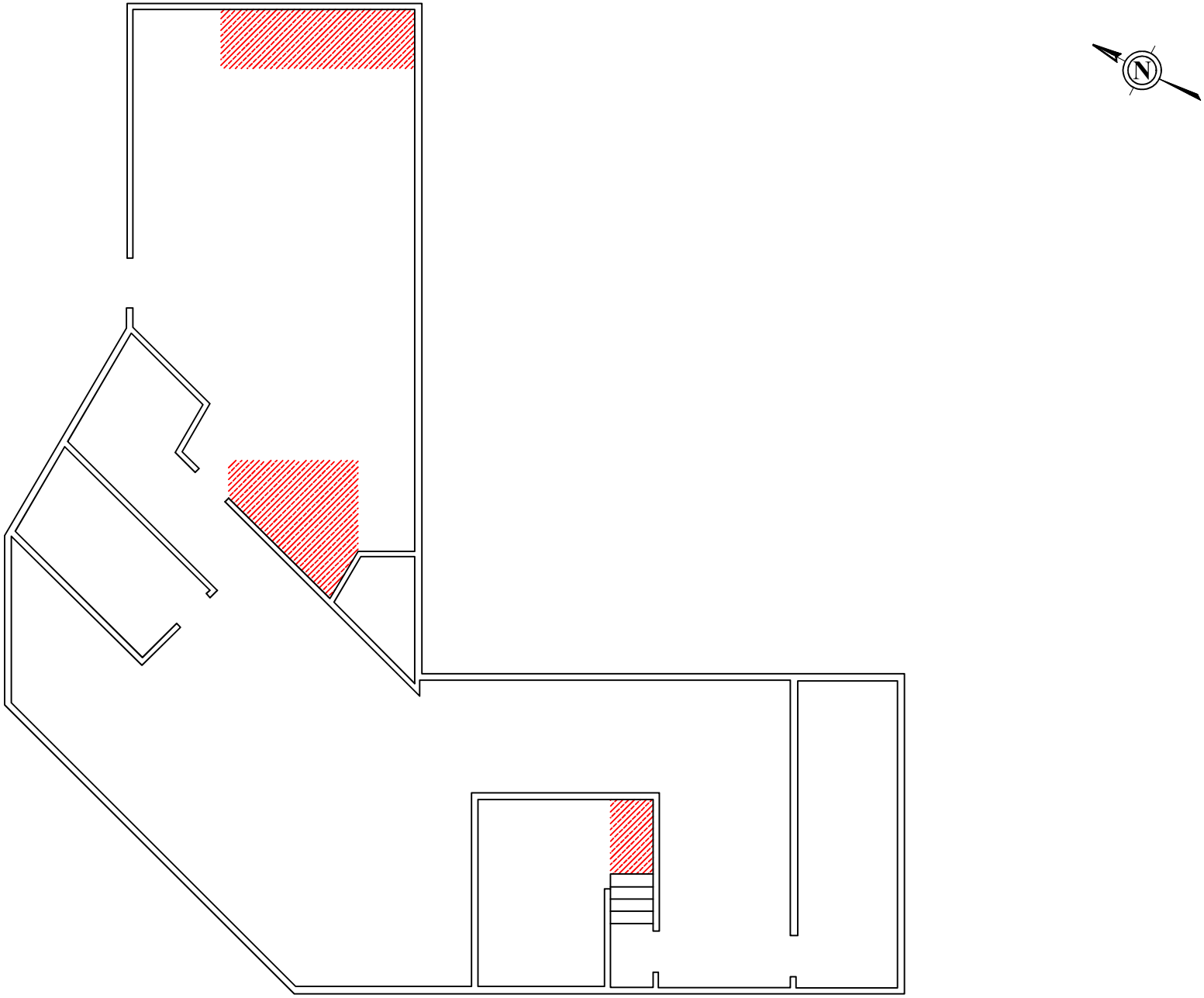
PROJECT ADDRESS:

99 FOSTER DRIVE, SAULT STE. MARIE, ONTARIO

CLIENT NAME AND ADDRESS:

CITY OF SAULT STE. MARIE, 99 FOSTER DRIVE, SAULT STE. MARIE, ONTARIO

PROJECT: 30803	DATE: 10.05.2023
DRAWN BY: J.KELBERT	FIGURE: 6
REVIEWED BY: P.THERIAULT	
SCALE: NTS	



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND

ASBESTOS CONTAINING PARGING CEMENT

RiskCheck

PROJECT NAME:

ASBESTOS CONTAINING MATERIALS REASSESSMENT -PENTHOUSE

PROJECT ADDRESS:

99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:

CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT: 30803	DATE: 10.05.2023
DRAWN BY: J.KELBERT	FIGURE: 7
REVIEWED BY: P.THERIAULT	
SCALE: NTS	

APPENDIX D

LIMITATIONS, TERMS AND CONDITIONS OF RETAINER

RISKCHECK ENVIRONMENTAL LTD.
LIMITATIONS, TERMS AND CONDITIONS OF RETAINER

1. **Our Standard of Care** - RiskCheck Environmental Ltd. (RiskCheck) will conduct/has conducted the work as specified in the scope of work, contained in the RiskCheck proposal and/or the engagement letter, and perform/performed the environmental investigations requested by the Client according to the standards of a reasonable environmental consultant ("Retainer"). Any work performed by RiskCheck is conducted in accordance with generally accepted engineering or scientific or environmental practices current in the location and at the time the work is performed. No other warranty, expressed or implied is made.

2. **Our Sources of Information** - RiskCheck will/has sought to obtain relevant information, statements, documents and analytical test results concerning the subject property from our Client, third party sources, government or regulatory publications, databases and officials, and other persons to the extent covered by our Retainer. The accuracy of the findings, opinions and conclusions expressed in the RiskCheck report and/or any deliverables ("Deliverables") are subject to any errors or omissions in, or refusals to provide, information. RiskCheck shall not be responsible for any deficiency, misstatement, or inaccuracy contained in the Deliverables as a result of relying on the above information or lack thereof.

3. **Site Inspections** - RiskCheck will complete/has completed the inspection(s) of the subject property in the manner covered by our Retainer. The purpose of our inspection is to identify obvious visible evidence of potential and/or actual sources of environmental contamination and patent irregularities in waste management practices at the subject property. Our findings during the site inspection(s) are subject to any restrictions placed upon our free access to all aspects of the subject property, and neighbouring properties, including but not limited to snow coverage and material storage. A reasonable site inspection may not identify latent or hidden contamination, evidence of potential environmental concerns or irregularities.

4. **Sample and Testing Procedures** - The sample and testing procedures described in the Deliverables, are performed at specific point locations, by experienced personnel using equipment and techniques appropriate for our Retainer. Based upon available data, RiskCheck provides expressed opinion as to the conditions, which may exist between the points investigated, and is based on the location and time of sample collection, and the type of media and parameters analyzed. As actual conditions may vary significantly between sample or test points, and with time, our Client assumes the inherent risk that some conditions may not be detected. RiskCheck shall not be responsible for any cross-contamination resulting from subsurface investigations.

5. **Legal Issues** - The Deliverables are intended to direct our Client's attention to potential and/or actual sources of environmental contamination, including but not limited to, irregular waste management practices at the subject property. Nothing in the Deliverables are intended to express any legal opinion upon environmental liabilities relating to the subject property or whether site operations legally conform with relevant legislative requirements. RiskCheck makes no other representations or warranties whatsoever, including those concerning the legal significance of our findings, or as to other legal matters noted in the Deliverables, including but not limited to, ownership of any property, or the application of any law, to the facts set forth herein.

6. **Confidentiality of Client Information** – RiskCheck agrees to hold all information obtained in the course of our Retainer and the contents of the Deliverables in strict confidence, except where disclosure is directed by our Client's expressed written consent with instructions, or by compulsion of law.

7. **Working Information/Documents** – The Deliverables shall be the property of RiskCheck's Client. All other data, sample and test results, working sheets, draft reports or other papers, documents, information or records prepared or collected by us in the course of our Retainer, shall remain the property of RiskCheck Environmental Ltd. and/or successors. Our Client agrees that we shall be entitled to retain a copy of the Deliverables for RiskCheck's own files.

8. **Use of the Deliverables** – The information and opinions expressed in the Deliverables are prepared for the sole benefit of our Client. No other party may use or rely upon the Deliverables, or any portion thereof, without the express written consent of RiskCheck Environmental Ltd. and/or successors. We accept no responsibility for the accuracy of the Deliverables to other parties. We give no warranty, representation, or assurance to other parties, that the findings, statements, opinions or conclusions expressed in the Deliverables are accurate or valid. RiskCheck, at its discretion, will consent to any reasonable request by our Client to approve the use of the Deliverables by other parties as "Approved Users" within one year from the date of the Deliverables.

9. **Copyright** – RiskCheck owns copyright of the Deliverables. We authorize our Client and "Approved Users" to make copies of the Deliverables only in such quantities as are reasonably necessary for its use by those parties. Our Client and Approved Users may not give, lend, sell, or otherwise make available our Deliverables, or any portion or copy thereof, to any party, without our express written consent. No person may alter or modify the Deliverables.

10. **Personal Liability** – The Client and/or "Approved User" expressly agrees that RiskCheck employees shall have no personal liability to the Client and/or "Approved User" with respect to a claim, whether in contract, tort and/or any other cause of action in law. Furthermore, the Client and/or "Approved User" agrees that it will bring no proceedings, nor take any action in any court of law, against RiskCheck employees in their personal capacity.

11. **Professional Liability** – RiskCheck will not be responsible for any consequential or indirect losses incurred by the Client and/or "Approved Users", including but not limited to, loss of income, business opportunities, business interruptions, personal injury or death.

12. **Subconsultant and Contractor Liability** – RiskCheck on certain investigations/assessments (including but not limited to subsurface investigations, laboratory services, remediation, risk assessments, abatements) will require hiring the services of individuals and companies with special expertise and/or services, which are not provided by RiskCheck. RiskCheck may retain these services on behalf of the Client, as part of the overall project, as a convenience to the Client. RiskCheck shall not be responsible for errors, omissions or negligence by those parties in carrying out their work. These will be the responsibility of the subconsultant and contractors retained for completion of the project. The Client indemnifies RiskCheck from all such claims associated with the work carried out by subconsultant and contractors.

Addendum #1
Bid Opportunity: 2024PWE-ENG-BS-06-T - Civic Centre Sprinklers & Domestic Water Line Upgrades
Closing Date: Tuesday, September 24, 2024 3:00 PM

Questions & Answers:

Question 1:

1. Is it all daytime work, or will any tie-in of the domestic water/sprinkler mains need to take place after hours?

Answer 1:

1. Work can be completed during normal business hours as long as work does not disturb city hall operations. If work is disruptive, it will be moved to after hours at contractors' expense. Domestic water shutdown needs to occur after working hours.

Question 2:

2. Will the entire sprinkler/standpipe system be drained during the duration of the project, or will it need to be put back into service at the end of each day?

Answer 2:

2. The entire system will need to be drained for the duration of the project, but a fire watch must be put in place during the period when the system is drained.

Question 3:

3. Is the new piping to be painted? If so, is that by the sprinkler contractor or by a different division?

Answer 3:

3. All new sprinkler piping shall be painted to match existing. It is up to the discretion of the general contractor to provide the service themselves or others.

Question 4:

4. The drawings show an 8” sprinkler header, but the existing is a 6”. Are we able to go with a 6” header to match the existing header size?

Answer 4:

4. Sprinkler Headers to be 8” to support 8” main to pump room.

Question 5:

5. Please provide the status of the recommended remediation for Asbestos and confirm if it will be completed before the commencement of work.

Answer 5:

5. It is the responsibility of the contractor to remove all asbestos as part of base bid.

Clarifications/New Information:

1. A fire watch will be required at all times when the sprinkler and fire hose cabinets are not active. Contractor to schedule with city to arrange for city security personal during these times.

2. New Siamese connections will be required to be installed in two locations.

3. Domestic water must be maintained to the building at all times during normal operating hours. Any and all water shutdowns shall be carefully scheduled with city personal as to not disturb city hall operations.

4. Vipond is the service provider for City Fire Alarm.

End of Addendum

2024PWE-ENG-BS-06-T - Civic Centre Sprinklers & Domestic Water Line Upgrades

Opening Date: September 4, 2024 5:00 PM

Closing Date: September 24, 2024 3:00 PM

Vendor Details

Company Name:	S&T Electrical Contractors Limited
Does your company conduct business under any other name? If yes, please state:	S.&T. Group
Address:	158 Sackville Road Sault Ste. Marie, Ontario P6B 4T6
Contact:	Martin Girardi
Email:	mgirardi@stgroup.ca
Phone:	705-942-3043 2350
Fax:	705-942-0614
HST#:	1050118860001

Submission Details

Created On:	Tuesday September 24, 2024 11:27:20
Submitted On:	Tuesday September 24, 2024 14:19:35
Submitted By:	Jmaie Esson
Email:	jesson@stgroup.ca
Transaction #:	814a566e-7f86-4226-9fa8-326fad5df2a0
Submitter's IP Address:	142.115.20.4

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. Pricing in Canadian Funds.

* Denotes a "MANDATORY" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a $0.00 dollar value.

STIPULATED PRICE

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Refer to the drawings for the complete detailed descriptions of all work included in the Tender package. The Contractor is responsible to ensure that all of the work specified on the drawings for the tender package is included pricing.

For a complete description of the work, refer to the drawings and specifications

Pricing is inclusive of all labour, materials, products, equipment, services, overhead and disbursements as well as Duties and Import Fees (if applicable)

Description	Lump Sum Price *	Contingency Allowance	Total Price
Bid Price for the Work as specified in the Bid Call Documents, to provide complete new domestic water, meter and sprinklers as shown in drawings.	$216,660.0000	$10,000.0000	$ 226,660.00
		Subtotal:	$ 226,660.00

Summary Table

Bid Form	Amount
STIPULATED PRICE	$ 226,660.00
Subtotal Contract Amount:	$ 226,660.00

Bid Questions

Substantial Completion: All work will be commenced by _____ [date], 2024 and completed by _____ [date], 2024

Commenced by: October 15, 2024 Completed by: December 31, 2024

ACKNOWLEDGEMENTS - COPY

Acknowledgements requested on this form are to be provided by the Tenderer

Line Item	Acknowledgements	Agreement *
1	I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act	◉ Yes ○ No

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

TENDERER'S EXPERIENCE IN SIMILAR WORK

For tenderer's own forces, provide a list of projects completed involving work of similar size and scope of this project and completed within the last five (5) years.

Line Item	Year Completed *	Description of Contract *	For Whom Work Performed *	Value of Contract *	
1	2023	New Building for the offices and shop facilities.	Algoma Power Inc.	$14,000,000.00	*
2	2022	Renovations to Shingwauk Hall.	Algoma University	$4,000,000.00	*
3	2023	Northway Wellness Centre - Mechanical and Electrical systems for renovated building.	Sault Area Hospital	$6,900,000.00	*

TENDERER'S SENIOR STAFF - COPY

Provide list of all Tenderer's senior staff to be employed on this contract

Line Item	Name *	Position with Firm *	Experience & Qualifications *	
1	James Harding	Director of Mechanical	C.E.T., PMP, P.GSC	*

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

It is the responsibility of the successful Contractor that its Subcontractors comply with the requirements of the City's Contractor Pre-Qualification Program

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

LIST OF SUBCONTRACTORS

Provide full list (with addresses) of all subcontractors proposed to use on the project.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Division of Work *	Name of Subcontractor *	Address *	Email *
1	Sprinkler Piping	Troy Life & Fire Safety Ltd.	475 Trunk Rd., Unit #6 Sault Ste. Marie, ON., P6A 3T1	jonathan.miller@troylfs.com
2	Fire Alarm Work	Vipond Inc.	95 Pacific Ave. Sudbury, ON P3C 3J1	mike.kemerle@vipond.ca

SUBCONTRACTOR'S SENIOR STAFF

Provide list of all Subcontractor's senior staff to be employed on this contract

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Name of Subcontractor *	Staff Name *	Position with Firm *	Experience & Qualifications *
1	Troy Life & Fire Safety Ltd.	Jonathan Miller	Estimator/Project Manager	9 Years

SUBCONTRACTOR'S EXPERIENCE IN SIMILAR WORK

Provide a list of projects completed involving work similar to this contract, for subcontractor's forces

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Name of Subcontractor *	Year Completed *	Description of Contract *	For Whom Work Performed *	Value of Contract *
1	Troy Life & Fire Safety Ltd.	2023	Rework Sprinkler 8" header & Sprinkler mains	Winners/Homesense	$110,000.00

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

BONDING UPLOAD SECTION

The executed (signed/sealed) Bid Deposit and Agreement to Bond meeting the requirements specified herein shall be included in the submission by either:

- **Electronic Bid Bonds (E-Bond),** secured and verifiable document format uploaded; or alternatively
- The **Original Hard Copy** shall be delivered to the City of Sault Ste. Marie prior to the close date and time at the following address (*a scan/picture version as upload*)

The Corporation of the City of Sault Ste. Marie
Attn: City Clerk
Civic Centre
4th Floor, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Canada

E-Bonds failing the verification process or Original Hard Copy not delivered as directed will NOT be considered to be valid and the bid will be rejected.

Tender Deposit required in the amount of **$20,000**

Agreement to Bond (surety) required for a Contract **Material and Labour** Payment Bond **for 50%** of the amount of the tender; and a Contract **Performance** Bond **for 100%** of the amount of the tender.

- Tender Deposit (Bid Bond) - Civic Centre Sprinklers and Dom Water Bid Bond.pdf - Tuesday September 24, 2024 11:34:58
- Agreement to Bond (Surety) - Civic Centre Sprinklers and Dom Water Agreement to Bond.pdf - Tuesday September 24, 2024 11:35:13

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

I/We the undersigned, having carefully examined the site of the works, all matters referred to in the Instructions to Bidders, and all of the contract documents, hereby tender and agree to provide all labour, plant and materials necessary for the complete execution of the work under this contract in the locations and manner set out in the contract documents, and addendum(s) to the satisfaction of the Owner/Engineer, at the unit prices as set out in the schedule(s) of tender prices.

This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

We agree that the final valuation will be made on the basis of actual Quantities as determined by the Owner/Engineer and at the prices as set out in the Tender Prices.

If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call document(s) within time period(s) stated after notification of Award.

I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

☑ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder. - Martin Girardi, Manager of Estimating, S. & T. Electrical Contractors Limited
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest? ○ **Yes** ● **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
2024PWE-ENG-BS-06-T Addendum 1 Thu September 19 2024 04:00 PM	☑	2

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-152

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for winter control maintenance.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 1, 2024 between the City and The Corporation of the Township of Prince, a copy of which is attached as Schedule “A” hereto. This Agreement is for winter control maintenance.

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 21st day of October, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-152 Prince Township Winter Maintenance.docx

Schedule "A"

Bylaw 2024-35 Winter Maintenance Agreement

THIS AGREEMENT made in triplicate this 1st day of October 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter called the "City"

of the FIRST PART

- and –

THE CORPORATION OF THE TOWNSHIP OF PRINCE
hereinafter called the "Township"

of the SECOND PART

WHEREAS the Township has requested the City and the City has agreed to assume the responsibility for winter control maintenance on various Township roads in the Township of Prince, in the District of Algoma, under the terms and conditions contained herein.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the City and Township agree as follows:

1. The City shall carry out and perform all of the winter control operations specified in Schedule "A" hereto as may be necessary from time to time or otherwise as may be directed by the parties hereto for various Township roads in the Township of Prince, in the District of Algoma.

2. For the purposes of carrying out such winter control operations, the City shall supply all necessary labour, material and equipment.

3. All winter control operations hereunto shall be in accordance with the standards prescribed by the City. The City shall supply competent operators for all work and shall provide and maintain all equipment in good repair.

4. The Township shall pay to the City the cost of winter control operations on various Township roads in the Township of Prince pursuant to this agreement.

5. Without limiting the generality of Paragraph 4 previously mentioned, the cost of winter control maintenance shall include the cost of the following:

   (a) Salaries and wages at l.5 times the actual rate and Supervisory Patrol (at 30 hours per month) at the actual rate;

   (b) Equipment rental rates plus 15%;

   (c) Hand tools, implements and protective clothing;

   (d) Barricades and snow removal and clearing signs;

   (e) Abrasive materials or chemicals plus 15% handling charges;

   (f) Fringe benefits at the rate of 27% of salaries and wages, subject to annual review and revision by mutual agreement of the parties;

   (g) 7% administrative overhead;

   (h) Plus HST; and

   (i) Such other costs as may be mutually agreed upon by both parties.

6. On or before the 20th of each and every month during the currency of this agreement, the City shall render an account to the Township for services performed by the City during the preceding month, which account shall be paid by the Township within thirty (30) days from the date on which it is received, except the final adjustment billing which will be submitted by the City to the Township when year-end postings have been made and the books of the City have been closed. If the account is not paid within forty-five (45) days, interest thereon shall be charged at the rate of 1 1/4% for each month or fraction thereof that the payment is overdue.

7. The City shall keep appropriate records of the cost of the winter control operations under this agreement and shall permit the inspection and audit of such records by the Township at any reasonable time upon notice in advance.

8. It is understood and agreed that the City is the agent of the Township for the purpose of carrying out the winter control operations required under this agreement and the Township shall indemnify and save the City harmless from any claims, demands, causes of action of any nature and kind that may be brought against the City arising out of such winter control operations, provided that this paragraph shall not apply to any claims or losses arising directly or indirectly out of the negligence of the City in carrying out its obligations.

9. In the event of any dispute between the parties hereto during the terms of the agreement or afterwards or after the termination or breach of this agreement as to any matter arising thereunder, either party hereto shall be entitled to give the other notice of such dispute and to demand arbitration thereof. Such notice and demand being given, each party shall at once appoint an arbitrator and these shall jointly select a third. The decision of any two or three arbitrators shall be final and binding upon the parties who covenant that their disputes shall be so decided by arbitration alone and not be recourse to any Court by way of action of law. If within thirty (30) days the two arbitrators appointed by the parties do not agree upon a third or a party who has been notified of a dispute fails to appoint an arbitrator, then a third arbitrator may, upon simple petition of the party not in default, be appointed by a Judge of the Superior Court for the District of Algoma. The cost of arbitrators shall be apportioned against the parties hereto or against either of them in such a manner as the arbitrators may decide.

10. This agreement shall enure to the benefit and be binding upon the parties hereto, their successors and assigns.

11. (a) The parties acknowledge and agree that they entered into an Agreement dated October 1, 1997 (the "1997 Agreement") a copy of which is appended as Schedule "A" to this Agreement. Notwithstanding Section 11 of the 1997 Agreement, the parties acknowledge and agree that the 1997 Agreement shall terminate on October 14, 2024.

    (b) This Agreement shall be in effect during the following periods:

    (a) from and including the 15th day of October 2024 until the 30th day of April 2025; and
    (b) in each subsequent year from the 15th day of October 2025 until the 30th day of April in the next year.

(c) Despite subsection 2 of this section either party may cancel this agreement upon giving the other party 90 days' notice in writing addressed to the Clerk of the other party of its desire to cancel this agreement, which notice shall be validly given if it is in writing, addressed to the Clerk of the other party and emailed or mailed by prepared first class mail.

IN WITNESS THEREOF, the parties hereto have affixed their respective corporate seals attested by the hands of their respective duly authorized officers.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
Mayor – Matthew Shoemaker

_____
City Clerk - Rachel Tyczinski

THE CORPORATION OF THE TOWNSHIP OF PRINCE

_____
Mayor - Enzo Palumbo

_____
Deputy Clerk - Sam Carolei

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-153

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for road maintenance.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 1, 2024 between the City and The Corporation of the Township of Prince, a copy of which is attached as Schedule “A” hereto. This Agreement is for road maintenance.

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 21st day of October, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-153 Prince Township Road Maintenance.docx

Schedule "A"

BYLAW 2024-37 Base Line and Town Line Maintenance Agreement

THIS AGREEMENT made this 1st day of October, 2024 pursuant to Section 29.1 of the *Municipal Act, 2001*.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter called the "City"

of the FIRST PART

- and –

THE CORPORATION OF THE TOWNSHIP OF PRINCE
hereinafter called the "Township"

of the SECOND PART

WITNESSETH that the parties hereto covenant, promise and agree each with the other as follows:

1. During the currency of this agreement the City shall maintain and keep in repair for its whole width and at the expense of the City each of the following part of highways forming the boundary between the Township of Prince and the City of Sault Ste. Marie, including the bridges thereon that is the duty of the parties hereto to maintain and repair:

   (a) all of that part of Base Line Road from the east limit of Town Line Road to a point one-half (1/2) mile west of the intersection of Base Line Road with the highway that is a connecting link with King's Highway 565; and

   (b) all of that part of the Town Line Road from the south limit of the Second Line Road to the north limit of the Third Line Road.

2. During the currency of this agreement the Township shall maintain and keep in repair for its whole width and at the expense of the Township each of the following part of the Highways forming the boundary between the Township of Prince and the City of Sault Ste. Marie including the bridges thereon that it is the duty of the parties to maintain and repair.

(a) all of that part of the Base Line Road from a point one-half (1/2) mile west of the intersection of Base Line Road and the Highway that is a connecting link with King's Highway 565 (Airport Road) and the east limit of Walls Road; and

(b) all of that part of the Town Line Road from the north limit of the Base Line Road to the south limit of the Second Line Road.

3. For the purpose of this agreement "maintain and repair" with respect to the roads mentioned above includes where necessary, snow plowing, sanding, grading, gravelling, dust control by spraying of water or calcium chloride, and snow fencing.

4. In the event that any boundary road aforesaid shall require major construction or major maintenance in the opinion of one or other of the parties hereto, then the party responsible for the maintenance of such boundary road shall have estimates of the cost of such work prepared and the necessary work shall, with the approval of the other party hereto, be performed and the cost thereof shall be shared equally by the parties hereto.

5. (a) The parties acknowledge and agree that they entered into an Agreement dated October 1, 2004 (the "2004 Agreement") a copy of which is appended as Schedule "A" to this Agreement. Notwithstanding Section 5 of the 2004 Agreement, specifically the provision that the 2004 Agreement shall be valid for a period of five (5) years, the parties hereto acknowledge and agree that the "term" of the 2004 Agreement was informally extended by the mutual agreement of the parties to September 30, 2024 and the parties operated at all times as though the 2004 Agreement was in full force and effect during that time. The parties herein agree to continue to be bound by the terms and conditions of the 2004 Agreement up until September 30, 2024, wherein this Agreement shall replace the 2004 Agreement and govern the relationship and commitments between the parties hereto.

(b) This agreement shall be valid for a period of five (5) years commencing October 1, 2024 and ending on September 30, 2029 (the "Term"). Thereafter, this agreement shall automatically renew on a year to year basis on the same terms and conditions (the "Renewal Term(s)") unless a party provides the other party with notice that it intends to terminate the Agreement at least ninety (90) days prior to the end of the Term or each applicable Renewal Term. The parties acknowledge and agree that such notice shall be validly given if it is in writing, addressed to the Clerk of the other party and sent by email or prepaid first class mail.

6. This agreement may be amended at any time by agreement between the parties hereto.

7. The Township agrees to indemnify and save harmless the City from any loss or damage arising from the want of repair of the roads for which it has assumed responsibility for maintenance and repair pursuant to this agreement. Further, the Township relieves the City of all liability in respect of the maintenance and repairs of such roads during the currency of this agreement.

8. The City agrees to indemnify and save harmless the Township from any loss or damage arising from the want of repair of any such roads that the City has assumed responsibility for the maintenance and repair of such roads pursuant to this agreement. The City does also hereby relieve the Township from all liability in respect of the maintenance and repair of such roads.

9. Notwithstanding the foregoing either party may terminate this agreement on giving ninety (90) days' notice in writing of its intentions so to do, which notice shall be validly given if it is in writing, addressed to the Clerk of the other party and emailed or mailed by prepaid first class mail.

10. The road aforesaid shall be maintained and repaired by the parties hereto so that the travelled portion of each such road shall be not less than thirty-six (36) feet in width.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals as witnessed by the hands of their respective proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

Mayor – Matthew Shoemaker

_____

City Clerk - Rachel Tyczinski

THE CORPORATION OF THE TOWNSHIP OF PRINCE

_____

Mayor - Enzo Palumbo

Deputy Clerk - Sam Carolei

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-154

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for the disposal of refuse at the City's landfill site.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 1, 2024 between the City and The Corporation of the Township of Prince, a copy of which is attached as Schedule "A" hereto. This Agreement is for the disposal of refuse at the City's landfill site.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 21st day of October, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-154 Prince Township Refuse.docx

Schedule "A"

Bylaw 2024-36 Refuse to Landfill Agreement

THIS AGREEMENT made in triplicate this 1st day of October 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter called the "City"

of the FIRST PART

- and –

THE CORPORATION OF THE TOWNSHIP OF PRINCE
hereinafter called the "Township"

of the SECOND PART

WHEREAS pursuant to section 11 of the *Municipal Act*, 2001, S.O. 2001, c.25, waste management is within the sphere of jurisdiction of local municipalities;

AND WHEREAS pursuant to section 20 of the Act municipalities may enter into an agreement for their joint benefit on any matter that the municipalities have the power to provide within their own boundaries;

NOW THEREFORE the City and the Township, in consideration of the mutual terms and conditions herein contained, for other good and valuable consideration agree as follows:

1. TERM AND OPTION FOR RENEWAL

(a) The parties acknowledge and agree that they entered into an Agreement dated April 4, 2011 (the "2011 Agreement") a copy of which is appended as Schedule "A" to this Agreement. Notwithstanding Section 1 of the 2011 Agreement, specifically the provision that the 2011 Agreement shall be valid for a period of three years commencing January 1, 2011 with the possibility of renewal for an additional one (1) year term, the parties hereto acknowledge and agree that the "term" of the 2011 Agreement was informally extended by the mutual agreement of the parties to September 30, 2024 and the parties operated at all times as though the 2011 Agreement was in full force and effect during that time. The parties herein agree to continue to be bound by the terms and conditions of the 2011 Agreement up until September 30, 2024, wherein this Agreement shall replace the 2011 Agreement and govern the relationship and commitments between the parties hereto.

(b) This agreement shall be valid for a period of five (5) years commencing October 1, 2024 and ending on September 30, 2029 (the "Term"). Thereafter, this Agreement shall automatically renew on a year to year basis on the same terms and conditions (the "Renewal Term(s)") unless a party provides the other party with notice that it intends to terminate the Agreement at least ninety (90) days prior to the end of the Term or each applicable Renewal Term. The parties acknowledge and agree that such notice shall be validly given if it is in writing, addressed to the Clerk of the other party and sent by email or prepaid first class mail.

2. RECEIPT OF REFUSE AT CITY LANDFILL SITE

The Township shall be allowed to bring refuse collected within the Township to the City landfill site located at 402 Fifth Line East (the "Landfill") for the term of this Agreement.

3. FEE

(a) The Township shall pay to the City the tipping fee that is applicable on the date of the Township's delivery of refuse to the City's landfill, specifically the fee for out of town customers as established and set forth in the City's annual User Fee By-law.

(b) The Township shall pay to the City the amount invoiced to the Township by the City on a monthly basis. Payment shall be made by the Township within thirty (30) days of receipt of the invoice from the City.

4. TERMINATION

The City may by written notice given to the Township at any time terminate this agreement in whole or in part in the event that the Township fails, refuses, neglects or is unable to perform or discharge its obligations under this Agreement, or if the City receives an order or directive from the Ontario Ministry of Environment, Conservation and Parks which prohibits the City from continuing to accept refuse from the Township.

5. ASSIGNMENT

This Agreement may not be assigned in whole or in part by the Township.

6. DIRECTION OF CITY STAFF

While within the boundaries of the Landfill at 402 Fifth Line East, the employees, contractors and agent of the Township shall follow the direction of City staff. The Township, its employees, agents and contractors shall deposit the refuse where directed by City staff.

7. HOURS OF OPERATION

The Township shall transport refuse to the Landfill during normal landfill hours. As of the date of this agreement those hours are from 8:30 a.m. to 4:30 p.m. Monday to Saturday, with no Saturday operations during the winter months.

8. COMPLIANCE WITH CITY REFUSE COLLECTION BY-LAW 2022-24

The Township is aware of and will make its agents and contractors aware of The Corporation of the City of Sault Ste. Marie By-law 2022-24, which regulates refuse collection within the City and sets out definitions for non-collectible recyclables and non-collectible waste. The Township agrees to comply with and have its agents and contractors comply with the requirements of By-law 2022-24, as amended, so that non-collectible recyclables and non-collectible waste are not brought to the Landfill.

9. NOTICE

All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

For the City: Deputy CAO Public Works & Engineering Services
The Corporation of the City of Sault Ste. Marie
128 Sackville Road
Sault Ste. Marie, ON P6B 4T6

For the Township: CAO/Administrator
The Corporation of the Township of Prince
3042 Second Line West
Sault Ste. Marie ON P6A 6K4

10. WEIGHING OF REFUSE FOR BILLING PURPOSES

The parties acknowledge that the contractor retained by the Township collects both City and Township refuse on the same day. For the purpose of calculating the amount to be billed to the Township, the Township agrees to have its contractor collect refuse separately upon request so that the City can weigh the tonnage that is being collected from the Township. This weight measured bi-monthly calculation shall form the basis of the invoice sent to the Township or its contractor on a monthly basis.

11. AMENDMENT

This agreement may be amended at any time by agreement between the parties here.

12. TERMINATION

Notwithstanding the foregoing, either party may terminate this agreement on giving ninety (90) days notice in writing of its intentions to do so, which notice shall be validly given if it is in writing, addressed to the Clerk of the other party and emailed or mailed by prepared first class mail.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals as witnessed by the hands of their respective proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
Mayor – Matthew Shoemaker

_____
City Clerk - Rachel Tyczinski

THE CORPORATION OF THE TOWNSHIP OF PRINCE

_____
Mayor - Enzo Palumbo

_____
Deputy Clerk - Sam Carolei

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-155

MUNICIPAL VACANT HOME TAX: Being a by-law to establish a vacant home tax in the City of Sault Ste. Marie.

WHEREAS pursuant to the provisions of subsection 338.2(1) of the *Municipal Act*, 2001, as amended, (the "Act"), Council may, by by-law passed in the year to which it relates, impose a tax in the municipality on the assessed value, as determined under the *Assessment Act*, of vacant units that are classified in the residential property class and that are taxable under the Act for municipal purposes;

AND WHEREAS section 338.2(2) of the Act provides that a by-law established by a designated municipality to impose a vacancy tax shall satisfy the criteria contained within that section;

AND WHEREAS section 338.2(3) of the Act further provides that a by-law established by a designated municipality to impose a vacancy tax may establish additional requirements as Council considers appropriate;

AND WHEREAS on March 27, 2024, O. Reg 458/22 was amended to designate every single-tier municipality as being able to impose a vacant tax against vacant units that are classified in the residential property class in accordance with Part IX.1 of the Act.

AND WHEREAS Section 425 of the Act authorizes a municipality to pass by-laws providing that a person who contravenes a by-law of the municipality passed under the Act is guilty of an offence;

AND WHEREAS Section 429 of the Act authorizes a municipality establish a system of fines for offences under a by-law passed under the Act;

AND WHEREAS on March 20, 2023 Council passed a resolution directing the Affordable Housing Task Force review and report back to Council on the feasibility and benefit of implementing a Vacant Property Tax;

AND WHEREAS on April 29, 2024, following receipt of a report from the Director of Planning and Chief Financial Officer, Council passed a resolution that a Vacant Property Tax be implemented in 2025;

AND WHEREAS Council of the City deems it appropriate to enact this bylaw for the purpose of establishing a municipal vacant home tax on the unoccupied units that are classified in the residential property class in the City of Sault Ste. Marie;

NOW THEREFORE the Council of the City hereby enacts as follows:

DEFINITIONS:

1. In this by-law (the “By-law”):

“Audit Determination Notice” shall have the meaning set out in subsection 12 (2);

"Current Value Assessment " or “CVA” means the current value of a Residential Unit as determined by the Municipal Property Assessment Corporation as of the Billing Date;

"Billing Date" means the date of the Tax Notice;

"City" means The Corporation of the City of Sault Ste. Marie;

“Treasurer" means the Treasurer of the City as appointed by Council;

“Council" means the Council of the City;

“Chief Building Official” means Chief Building official of the City as appointed by Council;

“Declaration of Occupancy Status Form” means the form to be filled out by the Owner of a Residential Unit;

“Declaration Due Date” means the date specified on the on the request for Declaration of Occupancy Status Form from the City;

“Deemed Vacant Home” shall have the meaning set out in section 6;

"Occupied" means a Residential Unit that was the Principal Residence of any of the following for at least 183 days in any Taxation Year;

(a) An Owner; or

(b) An individual who has entered into a formal residential lease or rental agreement under a term of no less than 183 days.

“Owner” means the registered legal owner of the Residential Unit or the Owner’s family member(s);

“Payment Due Date” means the date upon which the VHT is due and payable as set out in the Tax Notice;

“Principal Residence” means a person’s legal/official place of residence regardless of how many days they were physically present at the property;

“Residential Unit” means a room or suite of rooms in a building used or designed to be used by one (1) or more individuals as an independent and separate housekeeping unit;

"Tax Rate" means the percentage rate of taxation that will be applied to the CVA of a Residential Unit to determine the amount of VHT payable. The Tax Rate approved by Council for 2025 and future years is 3%;

"Vacant Home Tax" or “VHT” means a tax levied against a Vacant Home or Deemed Vacant Home in accordance with the provisions of this By-law. The VHT is calculated by multiplying the Tax Rate by the CVA;

“Tax Notice” shall have the meaning set out in subsection 7(1);

“Taxation Year” means the calendar year to which the VHT applies;

“Vacant Home” means any Residential Unit not Occupied for more than 183 days in any Taxation Year;

INTERPRETATION BULLETINS AND GUIDELINES

2. In administering this By-law, the Treasurer, or their designate, may issue such interpretation bulletins, guidelines, procedures and policies as they, from time to time, determines necessary or advisable.

FORMS

3. The Treasurer, or their designate, may approve the use and format of forms for any purpose of this By-law and the forms may require the provision of such information as they deem necessary for the enforcement and proper administration of this By-law.

REPORTING OF OCCUPANCY STATUS

4. The City, by means of the Treasurer or their designate, as delegated to do so, may request an Owner to complete and submit a Declaration of Occupancy Status Form. Where such a request has been made, the Owner shall complete and submit a Declaration of Occupancy Status Form to the City for each Residential Unit of which they are the Owner, in respect of the Taxation Year, by the Declaration Due Date.

EXEMPTIONS

5. The VHT imposed under this By-law does not apply to,

(a) Residential Units that are Occupied;

(b) In the judgement of the Chief Building Official, the Residential Unit(s) are undergoing active and ongoing major repairs and the occupant is unable to continue to reside within the unit during the major repair, and of which there is an open and active building permit(s) issued by the City;

(c) In the judgement of the Chief Building Official, the unit is otherwise uninhabitable for reasons beyond the Owner’s control;

(d) A Residential Unit that has changed ownership in whole by way of an arm’s length transaction, shall not be subject to a VHT levy for the taxation year during which the transaction occurred;

(e) A Residential Unit that is not Occupied for a period of up to two (2) years following the date the registered owner was admitted to care (hospitalization, long-term care);

(f) A Residential Unit whose owner has died will be exempt from a VHT levy in the period of up to twenty-four (24) months beginning the month after the owner(s)’ death, provided the Residential Unit was Occupied at the time of death. Applies

to the legal estate or heir without any extension to the exemption period (24 months);

(g) A Residential Unit used exclusively as a Short-Term Rental if registered with the City in accordance with the City's Short-Term Licensing By-law and occupied for a minimum of 100-days in the taxation year;

(h) The property is classified as seasonal (including properties that are classified by Municipal Property Assessment Corporation as falling under property codes 363, 364, 385, 391, 392, and 395);

(i) A Residential Unit with a court order preventing occupancy during the Taxation Year, unless the court order is conditional on an action of the owner, or the state and condition of the Residential Unit and the owner has not made reasonable efforts to remedy the circumstances that led to the court order;

(j) Multi-residential properties (more than 6 units);

(k) Units owned/managed by not-for-profit organizations and social housing; or

(l) A newly constructed unit classified in the residential property class that has not been on the assessment roll for a full calendar year and has been continuously listed for sale or lease.

DEEMED VACANT HOME

6. The Treasurer, or their designate, may deem a Residential Unit to be a Vacant Home if the Owner fails to submit the Declaration of Occupancy Status Form to the Treasurer, or their designate, for each Residential Unit of which they are the Owner, in respect of the Taxation Year, by the Declaration Due Date, or fails to provide the information required pursuant to section 10.

ASSESSMENT AND NOTICE OF TAX

7.(1) Following the Declaration Due Date the Treasurer, or their designate, shall review each Declaration of Occupancy Status Form, assess the VHT payable in respect of each Vacant Home and each Deemed Vacant Home, and issue a Tax Notice to the Owner setting out the amount of VHT payable and the Payment Due Date.

7.(2) In the event of a conviction under section 14 of this By-law, the Treasurer, or their designate, may assess or reassess any Owner for any VHT payable by an Owner under this By-law for a Vacant Home or Deemed Vacant Home, at any time and for any period that the City Treasurer, or their designate, considers reasonable.

CALCULATING THE VACANT HOME TAX

8.(1) VHT shall be calculated by multiplying the CVA by the Tax Rate. VHT shall not be prorated for any time the Vacant Home or Deemed Vacant Home was Occupied in the Taxation Year.

8.(2) The VHT is payable by the Payment Due Date regardless of whether a complaint or appeal from the VHT is made or taken.

8.(3) Every Owner of a Vacant Home and every Owner of a Deemed Vacant Home shall pay the VHT.

TAX ROLL

9. The VHT shall be added to the property tax account of the Vacant Home or Deemed Vacant Home, and shall be payable in one instalment on the Payment Due Date. Interest at the rate of 15% per annum, calculated at the rate of 1.25% monthly shall be charged on the amount of any VHT payable under this By-law on the business day following the Payment Due Date and on the first day of each month thereafter.

COMPLIANCE AND AUDIT

10. By virtue of this By-law, the City is authorized to request evidentiary documentation from property owners to determine occupancy status of a Residential Unit.

11. Administration is authorized to take any and all action that is deemed necessary to enforce compliance, and to undertake audits and inspections as necessary relative to the collection and remittance of the VHT.

APPEALS AND DISPUTE RESOLUTION

12.(1) An Owner may file a Notice of Complaint form if they choose to dispute their VHT Tax Notice. The form, along with supporting documentation, must be filed with the City's Taxation Department within 30 days of the date of on the VHT Tax Notice.

12.(2) The Notice of Complaint from the Owner will be reviewed by the City's Taxation Department and the results will be provided in a VHT Audit Determination Notice.

12.(3) Within 30 days of the date of the Audit Determination Notice, the Owner may appeal by filing a Request for Review with the Treasurer. The Request for Review will be reviewed by the Treasurer, whose decision shall be final.

RECOVERY OF VHT

13. The Treasurer, or their designate, shall add the unpaid amount of VHT under this By-law to the property tax account for the Vacant Home and the unpaid amount shall be collected in the same manner as property taxes.

PENALTIES AND OFFENCES

14. (1) The City's By-law enforcement shall be responsible to enforce any offence under this By-law.

14.(2) No Person shall make a false declaration or submit fraudulent documents in relation to this By-law.

14. (3) Any Person contravening any provision of this By-law is guilty of an offence and on conviction is liable to such fine as is provided for under the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended from time to time.

14. (4) Any Person contravening section 14. (2) of this By-law may be subject to a minimum penalty of $500, but not a penalty more than $10,000.00.

ANNUAL REPORTING

15. The Treasurer, or their designate, will include the results VHT program annually through the year end reporting process.

GENERAL

16. The Treasurer, or their designate, shall be responsible for the administration this By-law and may delegate the performance of any one or more of their functions under this By-law to one or more persons from time to time as the occasion requires and may impose conditions upon such delegation and may revoke such delegation and may continue to exercise any function delegated during the delegation.

17. If any section or portion of this By-law is found to be invalid by a court of competent jurisdiction, all remaining sections and portions of the By-law continue in full force and effect.

18. This By-law may be referred to as the "Vacant Home Tax By-law".

EFECTIVE DATE

19. This By-law shall come into force and take effect January 1, 2025, with vacant units being assessed in the same year of this By-law coming into force and effect.

_____

MAYOR – MATTHEW SHOEMAKER

_____

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-155 Vacant Home Tax By-law.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-156

AGREEMENT: A by-law to authorize the execution of the Extension Agreement between the City and Intact Public Entities Inc. to extend the General Insurance Services Renewal Agreement between the City and Intact Public Entities Inc. for an additional year.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 21, 2024 between the City and Intact Public Entities Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to extend the General Insurance Services Renewal Agreement between the City and Intact Public Entities Inc. for an additional year.

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 21st day of October, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-156 General Insurance Services (Intact Public Entities Inc.).docx

Schedule “A”

GENERAL INSURANCE SERVICES SECOND EXTENSION AGREEMENT

THIS EXTENSION made this 21st day of October, 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter referred to as “the City”

-and-

INTACT PUBLIC ENTITIES INC.

Hereinafter referred to as “IPE”

WHEREAS the City and IPE entered into a General Insurance Services Agreement (“Original Agreement”) for General Insurance Services, a copy of which is appended as Schedule “A” to this Agreement;

AND WHEREAS the term of the Original Agreement was for a period of three (3) years commencing February 28, 2021 and ending February 28, 2024, with the City reserving the right to extend the Original Agreement on a yearly basis upon mutual agreement of the parties hereto;

AND WHEREAS by a General Insurance Services Extension Agreement made the 10th day of October, 2023, a copy of which is appended as Schedule “B” to this Agreement, the parties extended the Original Agreement for one year under the same terms and conditions aside from the Notice Provisions under Section 11 of the Original Agreement;

AND WHEREAS the parties desire to further renew the Original Agreement for another year subject to the terms and conditions set out herein:

NOW THEREFORE the Parties hereto agree as follows:

1. The Parties hereby agree to extend the Term of the General Insurance Services Agreement for an additional year, commencing February 28, 2025 and ending February 28, 2026 (“Renewal Term”).

2. The Parties agree that the terms and conditions of the Original Agreement as amended by the General Insurance Services Extension Agreement shall apply herein.

3. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have signed and sealed this extension of the Original Agreement by their proper signing officers as of the date first above written.

INTACT PUBLIC ENTITIES INC.

Per: _____
Name:
Position:

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
MAYOR MATTHEW SHOEMAKER

Per: _____
CITY CLERK – RACHEL TYCZINSKI

We have authority to bind the Corporation