The Corporation of the City of Sault Ste. Marie

Regular Meeting of City Council ;

Revised Agenda

Monday, June 2, 2025

5:00 pm

Council Chambers and Video Conference

As a courtesy, meetings are available for viewing 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** 16 - 38

Mover Councillor S. Spina

Seconder Councillor C. Gardi
Resolved that the Minutes of the Regular Council Meeting of May 12, 2025 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. Hollingsworth

Seconder Councillor C. Gardi
Resolved that the Agenda for June 2, 2025 City Council Meeting as presented be approved.

6. Presentations

6.1 PUC Group of Companies – Report to Shareholder 2024 39 - 53

Andy McPhee, Chair and Robert Brewer, President and CEO

6.2 Waterfront Design Master Plan 54 - 77

Nick Onody, Principal Landscape Architect, O2 Design

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi
Resolved that all the items listed under date June 2, 2025 – Agenda item 7 – Consent Agenda save and except Agenda item 7.14 be approved as recommended.

7.1 Memorial Tower Rehabilitation 78 - 84

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

The relevant By-law 2025-85 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.2 Roof Rehabilitation Tender – John Rhodes Community Centre 85 - 87

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

The relevant By-law 2025-84 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.3 Augmented Reality Historical Exhibits – Ermatinger Clergue National Historic Site 88 - 89

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that the report of the Manager of Purchasing dated June 2, 2025 concerning Augmented Reality Historical Exhibits be received and that the proposal from Exar Studios Inc. of $173,050 + HST be approved.

7.4 Municipally Significant Event – Giovanni's Italian Festival 90 - 94

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that the report of the City Clerk dated June 2, 2025 concerning Municipally Significant Event – 2025 Giovanni's Italian Festival be received and that Council designate the event as municipally significant.

7.5 Tourism Development Fund Applications – May 2025

95 - 102

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that the report of the Director of Tourism and Community Development dated June 2, 2025 concerning May 2025 Tourism Development Fund Applications be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate $34,800 as detailed below be approved:

- Coppa Giovanni Soccer Tournament ($7,300);
- Salty Marie Trails Festival ($10,000);
- International Karate Daigaku Canadian Nationals ($5,000);
- Northern Region Women in Corrections ($2500); and
- Giovanni's Italian Festival ($10,000).

7.6 Economic Development Summary 2024

103 - 116

A report of the Director of Economic Development is attached for the information of Council.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that the report of the Director of Economic Development dated June 2, 2025 concerning Economic Development Summary 2024 be received as information.

7.7 Designated Heritage Property Grant – Algonquin Hotel

117 - 118

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi
Resolved that the report of the Manager of Recreation and Culture dated June 2, 2025 concerning Designated Heritage Property Grant – 864 Queen Street East (Algonquin Hotel) for a grant in the amount of $3,000 to support the flat roof replacement and roof drainage at 864 Queen Street East be approved;

further that payment be rendered upon submission of the paid contractor's invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee.

7.8 Noise By-Law Exemption Summer Events 2025 119 - 120

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

The relevant By-law 2025-88 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.9 Strathclair Capital Funding Reallocation 121 - 122

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that the report of the Manager of Recreation and Culture dated June 2, 2025 concerning Strathclair Capital Funding Reallocation be received and that the scope of the 2025 Strathclair lighting be changed to include the Strathclair Sports Complex parking lot with a budget increase of $77,477 funded from the remaining 2023 capital budget for the Strathclair fence project.

7.10 Downtown Plaza Operational Update 123 - 126

A report of the Supervisor, Downtown Plaza is attached for the information of Council.

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that the report of the Supervisor, Downtown Plaza dated June 2, 2025 concerning Downtown Plaza Operational Update be received as information.

7.11 2025 Ditching Program 127 - 130

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that the report of the Director of Public Works dated June 2, 2025 concerning the Public Works 2025 Ditching Program be received as information.

7.12 Contract 2025-3E Sackville Road Extension 131 - 132

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that the report of the Manager of Design and Transportation Engineering dated June 2, 2025 concerning the construction of the early works in the ravine for the Sackville Road extension be received and that contract 2025-3E be awarded to Pioneer Construction Inc.

The relevant By-law 2025-91 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.12.1 *Amended Council Report and Tender Report* *133 - 137*

7.13 **2025-6E Great Northern Road Resurfacing** 138 - 139

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

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that the report of the Manager of Design and Transportation Engineering dated June 2, 2025 concerning the resurfacing of Great Northern Road be received and that Contract 2025-6E be awarded to Pioneer Construction Inc.

The relevant By-laws 2025-92 authorizing execution of Contract 2025-6E and By-law 2025-93 authorizing the intermittent road closure of Great Northern Road from Third Line to Wigle Street, including intersections, from June 3, 2025 to November 14, 2025 are listed under Agenda item 12 and will be read with all by-laws under that item.

7.14 **Lyons Avenue and Wellington Street West Lane Configuration – Korah Road to Carmen's Way** 140 - 147

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that the report of the Manager of Design and Transportation Engineering dated June 2, 2025 concerning Lyons Avenue and Wellington Street West Lane Configuration – Korah Road to Carmen's Way be received and that staff continue with implementation of the approved environmental assessment.

7.15 **Property Acquisition – Part of Allen's Side Road (Mark Lepore on behalf of Frank Barban and Reno Gasparetto)** 148 - 150

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

The relevant By-law 2025-90 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.16 Property Acquisition – Portion of Old Goulais Bay Road – Joseph Greco on behalf of Mark Anthony Tatasciore 151 - 153

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

The relevant By-law 2025-89 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.3.1 Waterfront Design Master Plan Adoption and Funding Consideration 154 - 247

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the report of the Director of Tourism and Community Development dated June 2, 2025 concerning Waterfront Design Master Plan be received and that Council:

- Approve the Waterfront Design Master Plan;
- Direct staff to pursue funding opportunities; and
- Approve an increase in the municipal accommodation tax from 4 to 6%.

The relevant By Law 2025-86 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

8.3.1.1 Proposed Amendment

Mover Councillor S. Kinach

Seconder Councillor M. Bruni

Resolved that the following words be deleted “Direct staff to pursue funding opportunities” and replaced with “Direct staff to pursue funds from the Municipal Accommodation Tax and other levels of government”.

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.7.1 A-6-25-Z 99 Melville Road

248 - 249

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the report of the Junior Planner dated June 02, 2025 concerning Planning Act application A-6-25-Z be received and that Council postpone this application to July 14, 2025.

8.7.1.1 Supporting Documentation

250 - 264

- 99 Melville Road Site Plan SK1
- Aerial Map
- Subject Property Map
- Zoning Map
- Notice of Application
- Public Comments

8.8 Boards and Committees

8.8.1 PUC Sustainability Report

265 - 307

8.8.2 PUC Inc. and PUC Services Inc. Shareholders Resolutions

Mover Councillor S. Spina

Seconder Councillor C. Gardi

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

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

8.8.2.1 Resolution of the Shareholder of PUC Inc.

Financial Statements

Be It Resolved That the financial statements of PUC Inc. (the Corporation) for the fiscal year ended on December 31st, 2024, together with the report of the auditors thereon, as placed before the undersigned, are hereby approved.

Appointment of Auditors

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

Revision to By-Law #1 – Section 2.04

Be It Resolved That By-Law #1 Section 2.04 be amended to include a term extension in exceptional circumstances where there is significant loss of skillset or industry knowledge. (New language in bold):

2.04 Election of Directors in Rotation – The directors of the Corporation shall be elected for a term as set out in this by-law and shall retire in rotation. At any meeting of shareholders for the election of directors following the passing of this amended by-law, four (4) directors shall be elected to hold office for a 3-year term, three (3) directors shall be elected to hold office for a 2-year term, and three (3) directors shall be elected to hold office for a 1-year term. Subsequently, at each annual meeting, directors shall be elected to fill the positions of those directors whose term of office has expired, and each director so elected shall hold office for a 3-year term after that election. If an election of directors is not held before the expiration of the term of a director, the incumbent directors shall continue in office until their successors are elected. A director shall be permitted to stand for re-election at the end of said director's term, for another term, provided that no director shall hold office for more than three consecutive terms. Following a break in the continuous service of at least one (1) year, a former director may seek to stand for election as a director. **Notwithstanding the foregoing, in exceptional circumstances the shareholder may elect a director to the Board despite the expiry of such Board member's maximum term as determined herein. Such circumstances would include situations where the said board member possesses special skillsets or industry knowledge that is not easily replaced, and such other circumstances as may be outlined in board policy from time to time. In such circumstances the election of such a director shall be for a one-year term, renewable for a further one-year term to a total maximum extension of two years.**

Appointment of Board Members

Be It Resolved That the following individual(s) are recommended for appointment:

1. Scott Seabrook is recommended for election to commence a second 3-year term on the Board;
2. Bob Giroux is recommended for election to commence a second 3-year term on the Board;

3. David Zuccato is recommended for election to commence a first 3-year term on the Board; and

4. Ron Gagnon is recommended for election to commence a first 3-year term on the Board.

Also Further Be It Resolved That

1. Board members currently within their term limits are Ila Watson, Carla Barone and Paul Skeggs; and

2. Upon approval of By-law #1 Sec. 2.04 amendment, Andy McPhee is recommended for election to serve a maximum 2-year term, to be approved in 1-year periods.

8.8.2.2 Resolution of the Shareholder of PUC Services Inc.

Financial Statements

Be It Resolved That the financial statements of PUC Services Inc. (the Corporation) for the fiscal year ended on December 31st, 2024, together with the report of the auditors thereon, as placed before the undersigned, are hereby approved.

Appointment of Auditors

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

Revision to By-Law #1 – Section 2.04

Be It Resolved That By-Law #1 Section 2.04 be amended to include a term extension in exceptional circumstances where there is significant loss of skillset or industry knowledge. (New language in bold):

2.04 Election of Directors in Rotation – The directors of the Corporation shall be elected for a term as set out in this by-law and shall retire in rotation. At any meeting of shareholders for the election of directors following the passing of this amended by-law, four (4) directors shall be elected to hold office for a 3-year term, three (3) directors shall be elected to hold office for a 2-year term, and three (3) directors shall be elected to hold office for a 1-year term. Subsequently, at each annual meeting, directors shall be elected to fill the positions of those directors whose term of office has expired, and each director so elected shall hold office for a 3-year term after that election. If an election of directors is not held before the expiration of the term of a director, the incumbent directors shall continue in office until their successors are elected. A director shall be permitted to stand for re-election at the end of said director's term, for another term, provided that no director shall hold office for more than three consecutive terms. Following a break in the continuous service of at least one (1) year, a former director may seek to stand for election as a director. **Notwithstanding the foregoing, in exceptional**

circumstances the shareholder may elect a director to the Board despite the expiry of such Board member's maximum term as determined herein. Such circumstances would include situations where the said board member possesses special skillsets or industry knowledge that is not easily replaced, and such other circumstances as may be outlined in board policy from time to time. In such circumstances the election of such a director shall be for a one-year term, renewable for a further one-year term to a total maximum extension of two years.

Appointment of Board Members

Be It Resolved That the following individual(s) are recommended for election:

1. Scott Seabrook is recommended for election to commence a second 3-year term on the Board;
2. Bob Giroux is recommended for election to commence a second 3-year term on the Board;
3. David Zuccato is recommended for election to commence a first 3-year term on the Board; and
4. Ron Gagnon is recommended for election to commence a first 3-year term on the Board.

Further Be It Resolved That

1. Board members currently within their term limits are Ila Watson, Carla Barone and Paul Skeggs; and
2. Upon approval of By-law #1 Sec. 2.04 amendment, Andy McPhee is recommended for election to serve a maximum 2-year term, to be approved in 1-year periods.

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

9.1 Agri-Food Industry Economic Strategy

Mover Councillor L. Vezeau-Allen

Seconder Councillor S. Spina

Whereas the buy-Canada initiative is stronger than ever, and food retailers and food-related businesses are seeking and supporting products (both raw and processed) from Canadian manufacturers, according to data from Agri-Food Canada; and

Whereas in 2022, the food and beverage processing industry was the largest manufacturing industry in Canada in terms of value of production, with sales of goods manufactured worth $156.5 billion; it accounted for 18.2% of total manufacturing sales and 1.7% of the national Gross Domestic Product (GDP). It's also the largest manufacturing employer and provides employment for 300,000 Canadians; and

Whereas according to the Canadian Chamber of Commerce, Canada is the

fifth largest exporter of agriculture and agri-food products in the world. Too often, Canada ships its unmodified agricultural commodities abroad to be processed by another country and then sold back to Canada as a new product. By developing our domestic processing and manufacturing capacity, we can make these value-added products in Canada and sell them globally at a higher price than we can our raw commodities, leading to more jobs and economic activity; and

Whereas the agri-food industry is growing organically locally with limited support and

Whereas we are experiencing diverse locally sourced agri-food business initiatives such as: Bloom Kombucha, Bread Hag, Hogan's Homestead Maple Products, Penokean Hills Farms, Red Roof Honey, Sweetened Chocolate, Rico's Foods, Fallen Leaves Maple Products, and others; and

Whereas the Economic Development Corporation of Sault Ste. Marie does not have an agri-food industry specific plan; and

Whereas growth is happening locally in this sector without governmental involvement; and

Whereas growth and diversification are critical to expand economic opportunities;

Now Therefore Be It Resolved that the Economic Development team under the Community Development and Enterprise Services Division be requested to collaborate with Rural AgrInnovation Network (RAIN) and other regional partners already delivering agri-food programming with a mandate to:

- Map existing assets, programs, and funding now supporting local processors and producers;
- Identify opportunities to leverage upcoming infrastructure, such as the shared commercial test kitchen at Harvest Algoma; and
- Return to Council by year-end with actions, timelines, and potential budget impacts to accelerate value-added processing, supply-chain capacity, and market access for businesses.

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. Hollingsworth

Seconder Councillor C. Gardi

Resolved that all By-laws under item 12 of the Agenda under date June 2, 2025 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 2025-70 (Zoning 2005-150) Housekeeping - Technical Language and Improving Implementation

308 - 309

Council Reports were passed by Council resolution on April 7, 2025 and April 29, 2025.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that By-law 2025-70 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 for the purpose of clarifying technical language and improving implementation be passed in open Council this 2nd day of June, 2025.

12.1.2 By-law 2025-84 (Agreement) John Rhodes Community Centre Roof Replacement

310 - 340

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that By-Law 2025-84 being a by-law to authorize the execution of the Agreement between the City and Maverick & Son Exteriors and Consulting Services Inc. for the roof rehabilitation at the John Rhodes Community Centre be passed in open Council this 2nd day of June, 2025.

12.1.3 By-law 2025-85 (Engineering) Memorial Tower Rehabilitation 2025

341 - 473

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that By-law 2025-85 being a by-law to authorize the execution of the Contract between the City and Lignum Builders Limited for the Memorial Tower Rehabilitation 2025 (Contract 2025CDE-CS-AR-03-T) be passed in open Council this 2nd day of June, 2025.

12.1.4 By-law 2025-86 (Corporation) Amend Municipal Transient Accommodation Tax (MAT)

474 - 474

A report from the Director Tourism and Community Development is on the Agenda.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that By-law 2025-86 being a by-law to amend By-law 2018-126 (being a by-law to establish the Municipal Transient Accommodation Tax (MAT) for short-term rentals within the City of Sault Ste. Marie be passed in open Council this 2nd day of June, 2025.

12.1.5 **By-law 2025-87 (Agreement) Paciolan, LLC GFL Event Ticketing Memorial Gardens** 475 - 491

Council report was passed by Council resolution on April 7, 2025.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that By-law 2025-87 being a by-law to authorize the execution of the Agreement between the City and Paciolan, LLC for ticket purchases at the GFL Memorial Gardens be passed in open Council this 2nd day of June, 2025.

12.1.6 **By-law 2025-88 (Noise Exemption By-law 80-200) 2025 Summer Events** 492 - 492

A report from the Manager of Recreation and Culture is on the Agenda.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that By-law 2025-88 being a by-law to exempt the 2025 Summer Events occurring between July 17, 2025 to December 31, 2025, from the Noise Control By-law 80-200 be passed in open Council this 2nd day of June, 2025.

12.1.7 **By-law 2025-89 (Property Acquisition) Small Portion of Old Goulais Bay Road (Joseph Greco on behalf of Mark Anthony Tatasciore)** 493 - 494

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that By-law 2025-89 being a by-law to authorize the acquisition of a small portion of Old Goulais Bay Road (Joseph Greco on behalf of Mark Anthony Tatasciore) be passed in open Council this 2nd day of June, 2025.

12.1.8 **By-law 2025-90 (Property) Acquisition of a Small Portion of Allen Side Road (Mark Lepore on behalf of Frank Barban and Reno Gasparetto)** 495 - 496

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that By-law 2025-90 being a by-law to authorize the acquisition of a small portion of Allen Side Road (Mark Lepore on behalf of Frank Barban and Reno Gasparetto) be passed in open Council this 2nd day of June, 2025.

12.1.9 **By-law 2025-91 (Engineering) Sackville Road Extension Pioneer Construction Inc. 2025-3E** 497 - 499

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that By-Law 2025-91 being a by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the construction of the early works in the ravine for the Sackville Road Extension (Contract 2025-3E) be passed in open Council this 2nd day of June, 2025.

12.1.10 **By-law 2025-92 (Engineering) Resurfacing of Great Northern Road Pioneer Construction Inc. Contract 2025-6E** 500 - 503

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that By-law 2025-92 being a by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the resurfacing of Great Northern Road (Contract 2025-6E) be passed in open Council this 2nd day of June, 2025

12.1.11 **By-law 2025-93 (Temporary Street Closing) Great Northern Road** 504 - 504

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that By-law 2025-93 being a by-law to authorize the intermittent road closure of Great Northern Road from Third Line to Wigle Street including intersections to facilitate the resurfacing of Great Northern Road from June 3, 2025 to November 14, 2025 be passed in open Council this 2nd day of June, 2025.

12.1.12 **By-law 2025-94 (Agreement) Licence to Occupy City Property Festival of Beer** 505 - 519

Council report was passed by Council resolution on April 29, 2025.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that By-Law 2025-94 being a by-law to authorize the execution of the Agreement between the City and 2432310 Ontario Inc. (o/a LopLops) for a Licence to Occupy City Property for the 2025 Festival of Beer be passed in open Council this 2nd day of June, 2025.

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

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

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

14. Closed Session

Mover Councillor S. Spina

Seconder Councillor C. Gardi
Resolved that this Council move into closed session to discuss:

- two items concerning the potential disposition of land;
- one item concerning a potential acquisition of land; and
- 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.2001 – section 239 (2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; (d) labour relations or employee negotiations

15. Adjournment

Mover Councillor S. Hollingsworth

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

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, May 12, 2025
5:00 pm
Council Chambers and Video Conference

Present:	Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor S. Spina, Councillor L. Dufour (via video), Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach (via video), Councillor C. Gardi
Absent:	Councillor L. Vezeau-Allen, Councillor M. Scott
Officials:	T. Vair, R. Tyczinski, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, C. Rumiel, N. Ottolino, B. Lamming, T. Anderson, F. Coccimiglio, T. Vecchio, M. Zuppa, P. Tonazzo, S. Facey, D. Perri, N. Maione, N. Thibault, M. McAuley, E. Cormier, K. Pulkkinen

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1. Land Acknowledgement

2. Adoption of Minutes

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

Resolved that the Minutes of the Regular Council Meeting of April 29, 2025 be approved.

Carried

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

4. Declaration of Pecuniary Interest

4.1 Councillor M. Bruni – OPP Costing

Son is employed by O.P.P.

5. Approve Agenda as Presented

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

Resolved that the Agenda for May 12, 2025 City Council Meeting as presented be approved.

Carried

6. Presentations

6.1 Fire – Community Risk Assessment

Suzanne Charbonneau-Dent, Owner/Principal, Tayport Limited was in attendance by video.

6.2 Hope Air Day

Marnie Stone and Tim Murphy were in attendance.

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

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

Resolved that all the items listed under date May 12, 2025 – Agenda item 7 – Consent Agenda save and except Agenda item 7.8 be approved as recommended.

Carried

7.1 Korah Collegiate and Vocational School Relay for Life

Correspondence from Korah Collegiate and Vocational School requesting an exemption from the noise by-law was received by Council.

The relevant By-law 2025-82 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.2 First Quarter Financial Report – March 31, 2025

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

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

Resolved that the report of the Manager of Finance dated May 12, 2025 concerning First Quarter Financial Report to March 31, 2025 be received as information.

Carried

7.3 Tender for Seasonal Lease of Four Loaders – Public Works

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

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

Resolved that the report of the Manager of Purchasing dated May 12, 2025 concerning five-year seasonal lease of four Articulated Front-End Wheel Loaders as required by Public Works and Engineering Services be received and that the lease be awarded to Toromont CAT for 2025 model at the tendered price including maintenance agreement and extended warranty of $7,541 plus HST per unit for each periodic payment.

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

Carried

7.4 Anti-Hate Advisory Committee

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

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

Resolved that the report of the Director of Tourism dated May 12, 2025 concerning Anti-Hate Advisory Committee be received and that the committee become a Mayor’s Advisory Council instead of a committee of Council.

Carried

7.4.1 Mayor's Youth Advisory Council Correspondence

7.5 Ermatinger Clergue National Historic Site Operations 2024 Annual Report

The report of the Curator of the Ermatinger Clergue National Historic Site was received by Council.

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

Resolved that the report of the Curator of the Ermatinger Clergue National Historic Site dated May 12, 2025 concerning Ermatinger Clergue National Historic Site 2024 Annual Report be received and that the 2024 Annual Report be approved.

Carried

7.6 2023–2024 Sustainability Report and Greenhouse Gas Emissions Inventory Update

The report of the Sustainability Coordinator was received by Council.

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

Resolved that the report of the Sustainability Coordinator dated May 12, 2025 concerning 2023–2024 Sustainability Report and Greenhouse Gas Emissions Inventory Updates be received as information.

Carried

7.7 Housing Enabling Core Services Fund – Transfer Payment Agreement

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

The relevant By-law 2025-83 is listed under item 12 of the Minutes.

7.9 West End Treatment Plant Phase 1 – Engineering Fee Addendum

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

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

Resolved that the report of the Director of Engineering dated May 12, 2025 concerning West End Treatment Plant Phase 1 – Engineering Fee Addendum be received and that $290,000 be added to the City's engineering agreement with AECOM.

Carried

7.10 Contract for Fourth Line Culvert Replacement

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

The relevant By-laws 2025-80 authorizing execution of Contract 2025-4E and 2025-81 authorizing the road closure of Fourth Line from Great Northern Road to Old Goulais Bay Road from May 13, 2025 to October 17, 2025 are listed under item 12 of the Minutes.

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

Resolved that the report of the Manager of Design and Transportation Engineering dated May 12, 2025 concerning Fourth Line Culvert Replacement be received and that contract 2025-4E be awarded to Trimount Construction Inc.

Carried

7.11 Traffic Calming Prioritization List 2025

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

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

Resolved that the report of the Manager of Design and Transportation Engineering dated May 12, 2025 concerning Traffic Calming Prioritization List 2025 be received as information.

Carried

7.12 Building Inspector Appointment

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

The relevant By-law 2025-76 appears under item 12 of the Minutes.

7.13 Update – Performance Bonds and Letters of Credit

The report of the Solicitor was received by Council.

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

Resolved that the report of the Solicitor dated May 12, 2025 concerning Update –Performance Bonds and Letters of Credit be received as information.

Carried

7.8 Contract for Reconstruction of Peoples Road

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

The relevant By-laws 2025-78 authorizing execution of Contract 2025-2E and 2025-79 authorizing the road closure of Peoples Road from Second Line to Penno Road including intersections from May 13, 2025 to November 28, 2025 are listed under item 12 of the Minutes.

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

Resolved that the report of the Manager of Design and Transportation Engineering dated May 12, 2025 concerning the reconstruction of Peoples Road be received and that contract 2025-2E be awarded to Avery Construction Limited.

	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**	**1**	**0**	**2**

Carried

Amendment

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

Resolved that the motion be amended by adding the words "and that Council directs the reconstruction be completed with the existing 4-lane configuration, not a 3-lane configuration as proposed in the staff report."

	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**	**1**	**0**	**2**

Carried

Motion as Amended

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

Resolved that the report of the Manager of Design and Transportation Engineering dated May 12, 2025 concerning the reconstruction of Peoples Road be received and that contract 2025-2E be awarded to Avery Construction Limited and that Council directs the reconstruction be completed with the existing 4-lane configuration, not a 3-lane configuration as proposed in the staff report.

Carried.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.2.1 Year End Financial Report – December 31, 2024

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

Police Services Board Chair John Bruno and Interim Chief Brent Duguay were in attendance.

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

Resolved that the report of the Chief Financial Officer and Treasurer dated May 12, 2025 concerning the Year End Financial Report – December 31, 2024 be received and that 2024 year-end transfers be approved.

	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**	**1**	**0**	**2**

Carried

8.2.2 Police Financials

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

Whereas the *Community Safety and Policing Act* sets out the respective roles, responsibilities and authority of the Police Services Board and the City in establishing the budget for police services; and

Whereas the Police Services Board is required to submit budget estimates to Council in the form, for the period, and on a timetable determined by Council; and

Whereas Council's authority to establish an overall budget, but not approve or disapprove of specific budget items, does not limit Council's ability to comment on specific proposed expenditures and cost reduction measures, or express views in support of any measure to reduce costs; and

Whereas the Police Services Board has a statutory obligation to see that policing needs are met and the City has a legal duty to see that the necessary resources are made available,

Now Therefore Be It Resolved that City Council requests that the Sault Ste. Marie Police Services Board submit quarterly financial reports to Council; and

Further that City Council requests that the Sault Ste. Marie Police Services work with the City's Chief Financial Officer regarding future budgets by providing:

- Budget requests by revenue and cost category with supporting details of variances to the prior year budget;
- Trends of prior year budgets and actuals / current year estimated surplus; and
- Budget challenges, reduction strategies and efficiencies

and provide greater clarity surrounding financials.

	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	**9**	**0**	**0**	**2**
				Carried

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.4.1 2025 Road Resurfacing Program

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

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

Resolved that the report of the Director of Engineering dated May 12, 2025 concerning 2025 Road Resurfacing Program be received and that the 2025 Road Resurfacing Program be approved.

	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	**9**	**0**	**0**	**2**

Carried

8.4.2 Capital Road Maintenance

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

Whereas investments in our roads are critical because they are our lifeline; and

Whereas good roads are crucial for economic development, social access, and safety; and

Whereas municipal roads facilitate the movement of goods and people, connecting neighbourhoods and enabling access to essential services like healthcare, education, and employment; and

Whereas well-maintained roads contribute to safer driving conditions, reduce vehicle maintenance costs, and enhance overall quality of life; and

Whereas the increasing costs to maintain capital assets like roads can't be addressed through property tax alone and it is recognized that city staff continuously seek grants to cover the cost of repairing roads; and

Whereas it is important that the City of Sault Ste. Marie continue to carry out its responsibility to invest in core infrastructure such as roads,

Now Therefore Be It Resolved that staff be requested to report back at the August 11, 2025 Council meeting regarding the following;

- Summarizing how much funding Council has allocated to the capital transportation budget for the last five years broken down between grants and non-grant funds;
- Specifying grants with amounts the City has received over the last years;
- Stating the percentage of roads considered to be high, medium and low risk of needing repair;
- Capacity of contractors for construction;
- Approximating how much of a dollar increase that would be per kilometre; and

- Outlining the best financial practices Council could consider at budget time to finance the goal of fixing a high portion of roads by a set year (i.e. issuing municipal bonds, incurring debt, etc.)

	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	**9**	**0**	**0**	**2**
				Carried

8.5 Fire Services

8.5.1 Community Risk Assessment Update 2025

The report of the Fire Chief was received by Council.

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

Resolved that the report of the Fire Chief dated May 12, 2025 concerning Community Risk Assessment Update 2025 be received as information;

Further that Council directs the Fire Chief (with the consultant) to return in the coming months to present the update to the Fire Master Plan.

	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	**9**	**0**	**0**	**2**

Carried

8.6 Legal

8.7 Planning

8.7.1 A-5-25-Z 33 Nichol Avenue

The report of the Junior Planner was received by Council.

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

Resolved that the report of the Junior Planner dated May 12, 2025 concerning Application A-5-25-Z 33 Nichol Avenue be received and that Council approve this application in the following manner:

Rezone the subject property from Gentle Density Residential Zone with Special Exception 378 (R2.S378) to Gentle Density Residential Zone with amended Special Exception 378 (R2.378 Amended) to permit, in addition to those uses permitted in the R2.S378 Zone, an indoor archery range, subject to the following provisions:

1. Require a minimum of nine parking spaces in association with the archery range only;
2. Permit one parking space to be located within a required front yard setback; and
3. Permit the use of crushed stone or other similar hard dustless surface for the provision of required parking spaces for the archery range only.

Be it further resolved that provision #3 of existing Special Exception 378, which reads "*to reduce the required R2 lot area upon the southern 32 metres of the subject property from 550 to 517 square metres*", be repealed;

Rezone 21 Nichol Avenue from Gentle Density Residential Zone with Special Exception 378 (R2.S378) to Gentle Density Residential Zone with a new Special Exception (R2.S) to reduce the lot area from 550 to 517 square metres;

Rezone 25 Nichol Avenue from Gentle Density Residential Zone with Special Exception 378 (R2.S378) to Gentle Density Residential Zone with a new Special Exception (R2.S) to reduce the lot area from 550 to 517 square metres; and

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

	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**	**0**	**0**	**3**

Carried

8.7.2 A-4-25-CIP Housing Community Improvement Plan Amendments

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

Resolved that the report of the Junior Planner dated May 12, 2025 concerning A-4-25-CIP Housing Community Improvement Plan Amendments be received and that Council:

1. Approve the amended Housing Community Improvement Plan (Appendix A);
2. Delete Schedule “A” to By-law 2024-133 named “Appendix A: City of Sault Ste. Marie Housing Community Improvement Plan (Draft) August 2024” and replace it with Schedule “A” City of Sault Ste. Marie Housing Community Improvement Plan May 2025; and
3. Allocate $3,345,000 of Housing Accelerator Fund – Round 2 funding to the Housing Community Improvement Plan, and authorize the Plan Administrator to reallocate funds among the associated grant programs as needed, based on demand.

The relevant By-law 2025-75 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

	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**	**0**	**0**	**3**
				Carried

8.8 Boards and Committees

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

9.1 Portrait of King Charles III

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

Whereas Canada is a Commonwealth member under the monarchy with His Majesty King Charles III as the Sovereign and Head of State; and

Whereas the Crown is a foundational element of Canada’s independent constitutional framework, representing the enduring principle of responsible government and the rule of law; and

Whereas the presence of the Monarch’s official portrait in public institutions such as municipal council chambers serves as a symbol of Canada's constitutional order, heritage, civic responsibility, and sovereignty; and

Whereas King Charles III is scheduled to deliver the speech from the throne to open the 45th Parliament of Canada on Tuesday, May 27, 2025, which marks the first time since 1977 that a reigning monarch will personally deliver the speech in Canada; and

Whereas it is customary and appropriate to display the official portrait of the reigning monarch in government offices and institutions across Canada, including at the municipal level,

Now Therefore Be It Resolved that the City of Sault Ste Marie restore the portrait of the King to the Council Chambers before His Majesty King Charles III’s arrival in Canada Monday, May 26, 2025 for the throne speech on Tuesday, May 27, 2025.

	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	**4**	**5**	**0**	**2**
				Defeated

9.2 OPP Costing

Councillor M. Bruni declared a conflict on this item. (Son is employed by O.P.P.)

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

Whereas a safe community free of crime and social disorder is beneficial for all residents of and visitors to the City of Sault Ste. Marie; and

Whereas the Sault Ste. Marie Police Service was founded as a municipal police service for the City of Sault Ste. Marie in 1871; and

Whereas year-over-year, the cost of policing in the City of Sault Ste. Marie has risen at a rate higher than the rate of inflation; and

Whereas the rising costs of police services must be paid by taxpayers; and

Whereas the rising cost of policing in the city of Sault Ste. Marie is not sustainable; and

Whereas the Ontario Provincial Police (O.P.P.) provide policing service across the province along with the ability to provide additional resources; and

Whereas a priority of Council and City staff is to ensure that tax dollars are spent in a fiscally responsible way while exploring all options to provide services that will enhance the safety of our community,

Now Therefore Be It Resolved that the CAO be directed to send a letter to Ontario's Solicitor General, the Honourable Michael Kerzner to request pricing for O.P.P. services for the City of Sault Ste. Marie; and further that, copies of the letter be sent to the Sault Ste. Marie Police Services Board, the Interim Sault Ste. Marie Police Chief and Police Association and Senior Officers Association.

	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	**7**	**1**	**1**	**2**

Carried

9.3 Cost of Policing in the North

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

Whereas Northern Ontario municipalities face insurmountable challenges to fund both upfront investments and ongoing maintenance of their capital assets, including roads, bridges, water/ wastewater and municipally owned buildings, including recreational facilities, libraries and other tangible capital assets; and

Whereas Northern Ontario municipalities' operating needs consume the majority of property tax revenue sources; and

Whereas Northern Ontario municipalities are facing monumental infrastructure deficits that cannot be adequately addressed through property tax revenue alone; and

Whereas in 2015 the Provincial government moved to standardized billing for all non-contract O.P.P. locations; and

Whereas the annual cost of the Ontario Provincial Police, Municipal Policing Bureau for small rural non-contract municipalities is approximately $428 million; and

Whereas before a one-time Provincial support transfer, municipalities across Northern Ontario in 2024 received notices from the OPP with an average annual increase of 17.8%, representing 7.7% of the municipal tax levy; and

Whereas the estimated annual cost of the Ontario Provincial Police, Municipal Policing Bureau for municipalities in the Northeast is $43 million; and

Whereas the police levy in 2025 to the four large cities in Northeastern Ontario is $174 million after grants,

Now Therefore Be It Resolved that the City of Sault Ste. Marie requests that the Ontario Government commit to phasing in a $100 million policing grant over the next three years for the 157 northern communities. After the third year, the fund to increase by the minimum of the annual Consumer Price so that each community would receive a base amount of $60,000, with

the remaining funds allocated based on population.(If the sum of the base amount and the population-based allocation exceeds the amounts received in 2024 notifications from the OPP, plus the annual Consumer Price Index (CPI), the funding for that community to be capped to avoid surplus situations.);

Further that this resolution be forwarded to Premier Doug Ford, the Minister of Solicitor General Michael Kerzner, the Minister of Finance Peter Bethlenfalvy, the membership of FONOM and Northwestern Ontario Municipal Association and the Association of Municipalities of Ontario.

Officially Read and Not Dealt With

9.4 Addition to Ministry of Transportation

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

Whereas the topography and climate of Ontario, north and west of the Canadian Shield, is uniquely different from that of the balance of the Province; and

Whereas due to that topography, it is more costly to construct or maintain 100 kilometres of Highway in Northern Ontario than the balance of the Province; and

Whereas the highway network in Northern Ontario is vital to connecting citizens to health care, employment, groceries, and recreation; and

Whereas Highway 11, Highway 17, and Highway 69 are the 400 systems of Northern Ontario; and

Whereas the municipal share of Connecting Link funding has become prohibitive for all communities; and

Whereas the Province of Ontario has made, and continues to make, a significant investment in the Ontario Northland and bring back the Northlander train service; and

Whereas every senior politician in Ontario and the balance of Canada noted the raw earth elements deposits in the Ring of Fire; and

Whereas the transportation of these raw earth elements will travel through Northern Ontario; and

Whereas the Nuclear Waste Management Organization has selected the community of Ignace for the location of Canada's deep geological repository for spent nuclear fuel, and the fuel will be transported through Northern Ontario; and

Whereas on November 10, 2022, the Province announced, 'Ontario Moving Ahead with First-Ever 2+1 Highway in North America'; and on July 14, 2023 the Ministry of Transportation announced, 'Ontario Starting Work on 2+1 Highway', and during the recent Provincial election

campaign, Premier Ford announced his government would 'extend the 2+1 highway another 220 kilometres from Temiskaming Shores to Cochrane'; and

Whereas as of May 2025, the Minister has not announced a start date for construction of the initial 2+1 highway; and

Whereas the annual Ontario Road Safety Annual Report Selected Statistics does not provide a breakdown by region; and

Whereas the 2023 Ontario Road Safety Annual Report Selected Statistics reported that there were 1,504 large truck accidents in Ontario with 107 fatalities; and

Whereas large truck accidents occur daily in Northern Ontario, often resulting in death; and

Whereas accidents in Northern Ontario are the cause of many lengthy highway closures or detours using municipal infrastructure not designed for highway traffic; and

Whereas many Federation of Northern Ontario Municipalities members have commented that there is a lack of response to their concerns or inquiries from the Ministry of Transportation and/or regional staff; and

Whereas Northern Ontario will be the economic engine that drives Ontario and Canada for the next 100 years; and

Whereas the Province needs a dedicated team focused on improving today's network while planning for and acting on future requirements,

Now Therefore Be It Resolved that the City of Sault Ste. Marie request that the Premier either appoint a Deputy Minister of Transportation for Northern Ontario or create an Associate Minister responsible for Northern Ontario Transportation;

Further Be It Resolved that this resolution be sent to Premier Ford, the Minister of Transportation, the Hon. Prabmeet Singh Sarkaria, the membership of the Federation of Northern Ontario Municipalities, the Northwestern Ontario Municipal Association, the Rural Ontario Municipal Association, and the Association of Municipalities of Ontario.

	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**	**0**	**0**	**3**

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 May 12, 2025 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 2025-75 (Planning) Sault Ste Marie Housing Community Improvement Plan May 2025

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

Resolved that By-law 2025-75 being a by-law to approve the proposed Sault Ste Marie Housing Community Improvement Plan May 2025 be passed in open Council this 12th day of May, 2025.

Carried

12.1.2 By-law 2025-76 (Appointment) Building Inspector

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

Resolved that By-law 2025-76 being a by-law to appoint Jason Cleminson as Building Inspector be passed in open Council this 12th day of May, 2025.

Carried

12.1.3 By-law 2025-78 (Engineering) Contract – Avery Construction Limited

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

Resolved that By-law 2025-78 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the reconstruction of Peoples Road (Contract 2025-2E) be passed in open Council on this 12th day of May, 2025.

Carried

12.1.4 By-law 2025-79 (Temporary Street Closing) Peoples Road

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

Resolved that By-law 2025-79 being a by-law to authorize the temporary closing of Peoples Road between Second Line and Penno Road to facilitate the reconstruction of Peoples Road from May 13, 2025 to November 28, 2025 be passed in open Council this 12th day of May, 2025

Carried

12.1.5 By-law 2025-80 (Engineering) Fourth Line Culvert Replacement Contract 2025-4E

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

Resolved that By-law 2025-80 being a by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the Fourth Line Culvert Replacement (Contract 2025-4E) be passed in open Council this 12th day of May, 2025.

Carried

12.1.6 By-law 2025-81 (Temporary Street Closing) Fourth Line East

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

Resolved that By-law 2025-81 being a by-law to authorize the temporary closing of Fourth Line East from Great Northern Road to Old Goulais Bay Road from May 13, 2025 to October 17, 2025 to facilitate the Fourth Line Culvert Replacement be passed in open Council this 12th day of May, 2025.

Carried

12.1.7 By-law 2025-82 (Noise Exemption) Korah Relay for Life Fundraiser

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

Resolved that By-law 2025-82 being a by-law to authorize the Relay for Life Fundraiser to not be in violation of Noise Control By-law 80-200 be passed in open Council on this 12th day of May, 2025.

Carried

12.1.8 By-law 2025-83 (Agreement) Municipal Housing Infrastructure Program - Housing-Enabling Core Servicing Stream Extension of Sackville Road

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

Resolved that By-law 2025-83 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 Minister of Infrastructure for the Municipal Housing Infrastructure Program (MHIP) - Housing-Enabling Core Servicing Stream (HECS) for the extension of Sackville Road from Mary Avenue to Third Line East be passed in open Council this 12th day of May, 2025.

Carried

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

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

12.3.1 By-law 2024-160 (Local Improvement) East Street

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

Resolved that By-law 2024-160 being a by-law to authorize the construction of Class “A” pavement on East Street from Bay Street to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a THIRD time in open Council and passed this 12th day of May, 2025.

Carried

12.3.2 By-law 2025-3 (Street Closing and Conveyance) Cameron Lane

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

Resolved that By-law 2025-3 being a by-law to stop up, close and authorize the conveyance of Cameron Lane in the Cameron Subdivision, Plan 310 be read a THIRD time in open Council and passed this 12th day of May, 2025.

Carried

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 M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that this Council now adjourn.

Carried

_____

Mayor

_____

City Clerk

The Power of Partnerships

PUC GROUP OF COMPANIES
Report to the Shareholder | June 2, 2025





Your

Trusted Utility

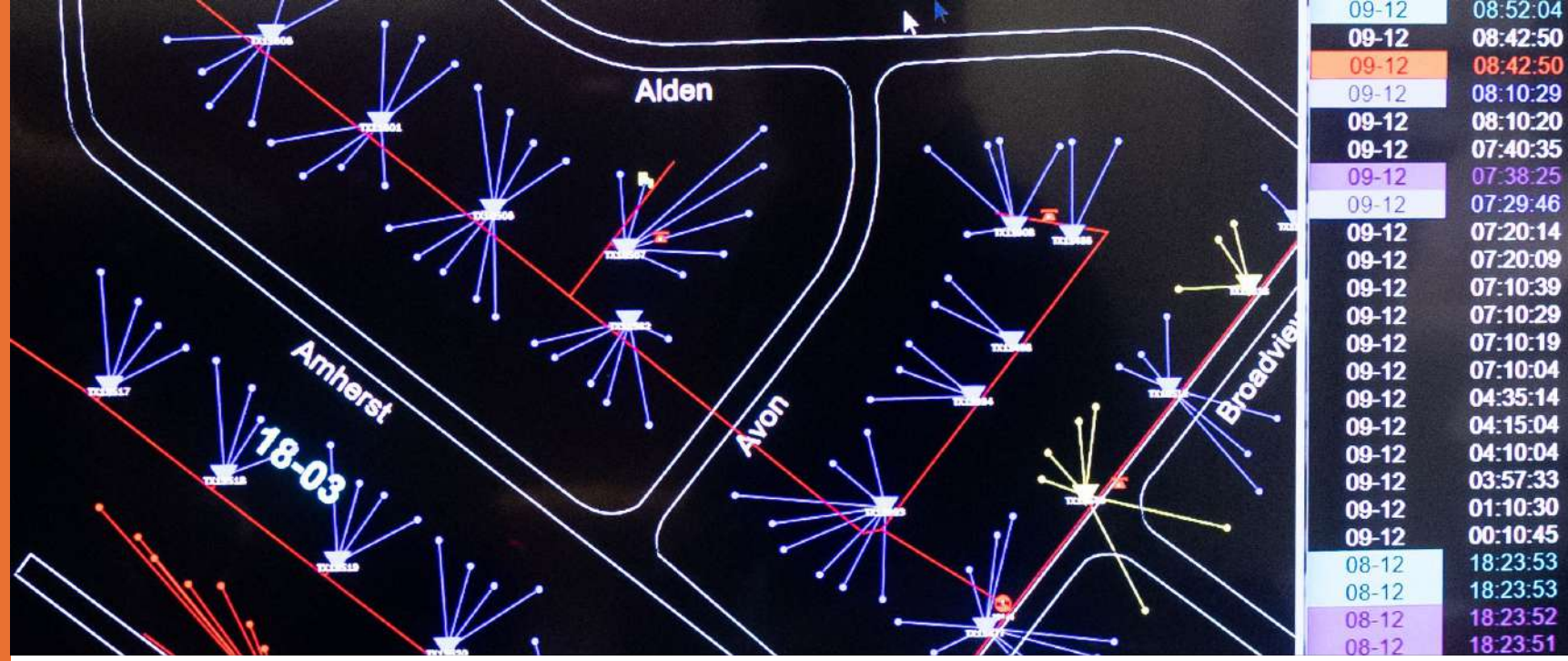
For a Brighter Tomorrow

Driving Innovation and Sustainability Through Partnerships

This report highlights our commitment to innovation and sustainability in meeting the changing needs of our customers.

Looking ahead, we believe in the power of partnership to drive meaningful progress. By working with our community, stakeholders, and industry leaders, we're advancing our business while contributing to a more sustainable future.

Sault Smart Grid



2.1M
dollars cost savings

6000
customer outages prevented

The Sault Smart Grid (SSG) achieved outstanding results in 2024.

For reliability, SSG was able to prevent over 6,000 customer outages resulting in over 638,000 customer outage minutes saved. We also saw cost savings of 2.1 million dollars thanks to the SSG.

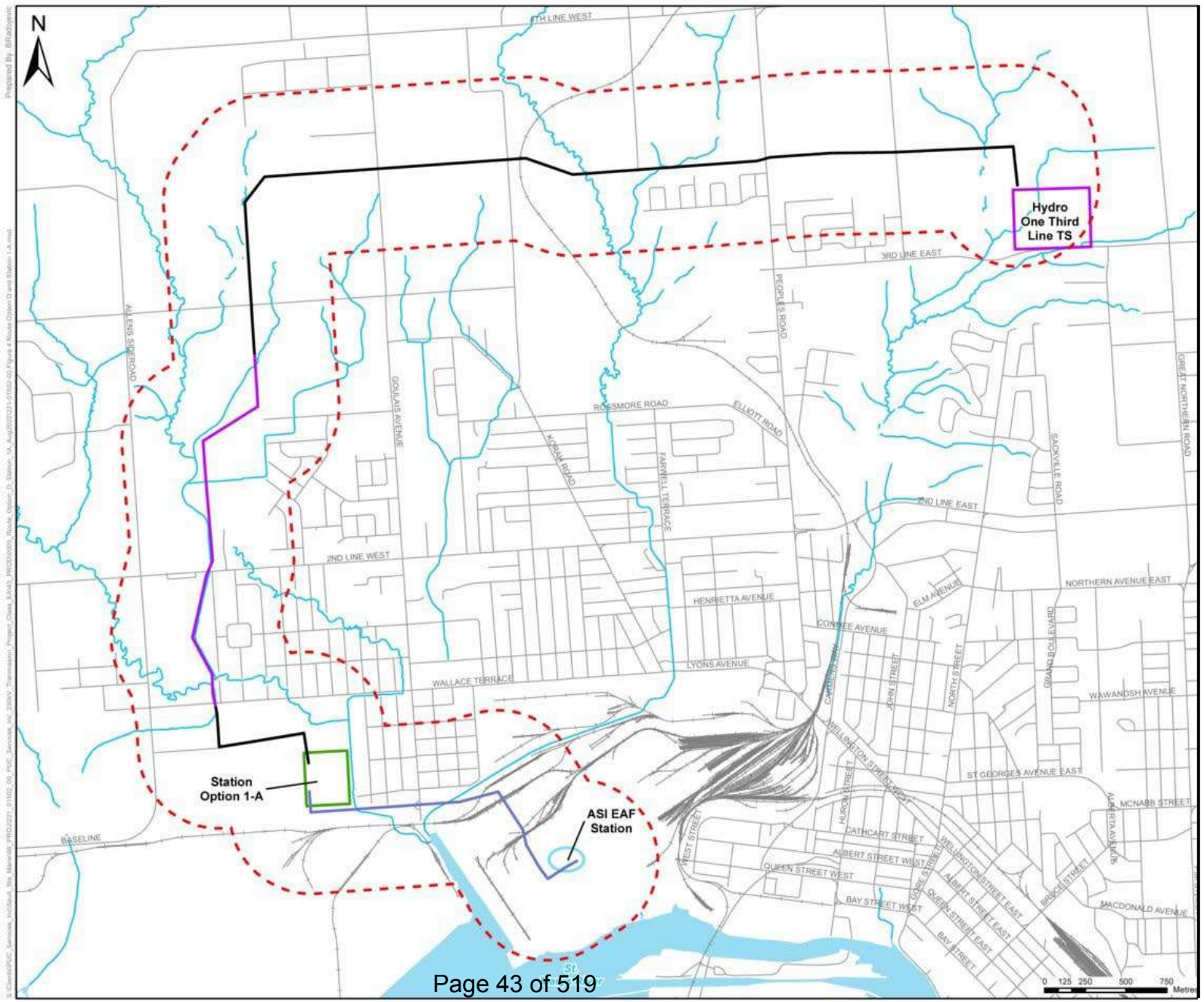
New Transmission Line for the Sault

PUC Transmission LP's Leave to Construct application was approved by the Ontario Energy Board (OEB) in August 2024.

- Supporting Algoma Steel's Green Transition
- Boosting System Reliability
- Economic Impact
- Environmental and Regulatory Compliance
- Stakeholder Engagement
- Transparent Construction Process



Line Route


N
Hydro One Third Line TS
Station Option 1-A
ASI EAF Station
8TH LINE WEST
3RD LINE EAST
2ND LINE WEST
2ND LINE EAST
ALLENS SIDEROAD
GOULAIS AVENUE
ROESMORE ROAD
KERBY ROAD
FARWELL TERRACE
ELLIOTT ROAD
PEOPLES ROAD
SACKVILLE ROAD
GREAT NORTHERN ROAD
HENRIETTA AVENUE
LYONS AVENUE
WALLACE TERRACE
CONNEE AVENUE
ELM AVENUE
NORTHERN AVENUE EAST
WAWANOSH AVENUE
ST GEORGES AVENUE EAST
MCNABB STREET
MACDONALD AVENUE
BASELINE
CATHCART STREET
ALBERT STREET WEST
QUEEN STREET WEST
BAY STREET WEST
ALBERT STREET EAST
QUEEN STREET EAST
BAY STREET
0 125 250 500 750
Metres

Construction of the Line & Station

What to expect…

- Access Road and Site Preparation are now underway along the route and at the station site on Yates Ave.
- Station and line construction (including pole installation) will begin this fall.
- Construction is on track to be completed in 2027.
- Ongoing community engagement will take place with residents affected by any construction activities.

Safety

PUC places safety at the center of its operations, driven by leadership, high standards, and continuous improvement with a goal of zero incidents.

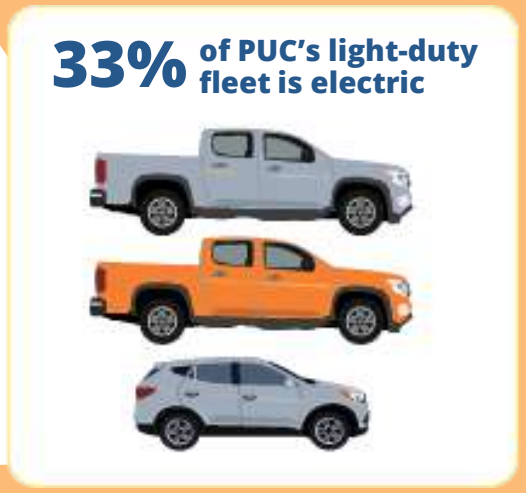
- **Youth & Community Engagement** –*Caution and Chance* and the *PUC Student Safety Awards* promote safety among students.
- **Contractor Education** – Hosted an *Electrical Awareness Session* for 50 local contractors to raise awareness about electrical hazards.
- **Provincial Recognition** – Received the *Ontario Electrical Safety Award* (Worker Safety category) from the Electrical Safety Authority (ESA) in 2024 for a road safety video campaign created in partnership with local organizations and emergency services.



EVs and Green Energy

- PUC has installed **25 EV chargers** across three locations to support the adoption of electric vehicles within our fleet
- As of 2024, **33%** of PUC's light-duty fleet is electric, with **26 EVs** including pickups and SUVs—eight of which were added in 2024.
- In 2024, PUC saved approximately **$52,000** ($2k/vehicle) on fuel and maintenance.

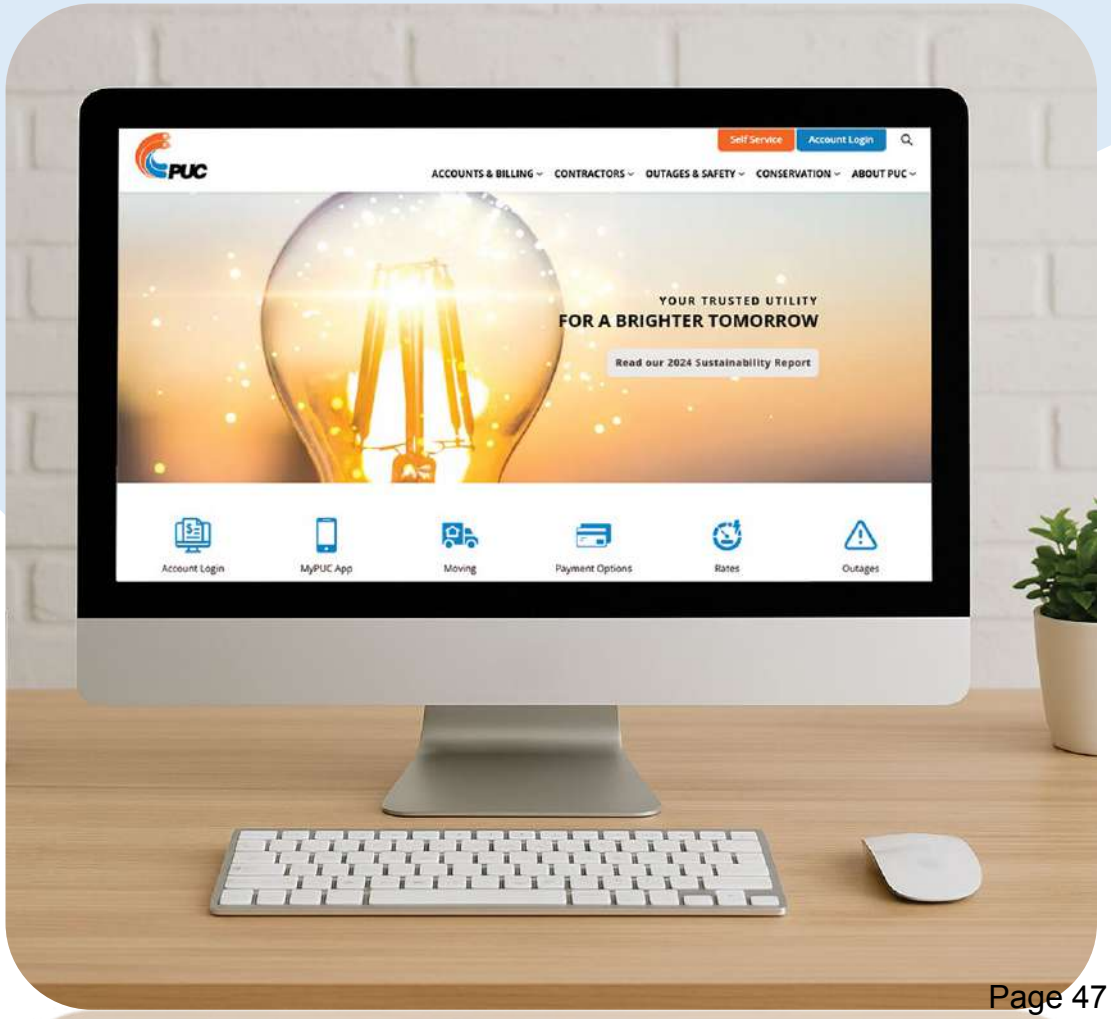






Supporting our Customers

New Website Design



PUC Services recently launched a new, easier-to-use website that helps customers and contractors quickly find information and manage services, showing PUC's commitment to better communication and service.

Valuing Community

$75,000 Donated To Local Charities

- In 2024, PUC employees volunteered their time and raised over **$21,000** for local charities through e-billing campaigns.
- PUC also donated **$75,000** to more than **40** community organizations, demonstrating its strong commitment to local support.





40 charities were supported by PUC in 2024.



















2024 Financial Results (in $000's)

PUC Inc.	2022	2023	2024
Revenue	$3,003.6	$3,990.7	$3,101.5
OM&A	$2,365.6	$2,678.1	$2,568.5
Income	$654.0	$1,414.6	$613.0

PUC Services Inc.	2022	2023	2024
Revenue	$22,408.7	$26,890.4	$26,149.2
OM&A	$18,336.0	$20,922.3	$21,213.6
Income	$789.7	$1,930.2	$1,104.1
Capital Expenditures	$3,255.5	$3,699.1	$3,764.0

2024 Financial Results (in $000's)

PUC Distribution Inc.	2022	2023	2024
Revenue	$23,898.7	$27,890.8	$29,045.8
OM&A	$11,938.6	$13,751.0	$13,790.4
Income	$3,591.5	$4,378.8	$4,369.4
Capital Expenditures	$10,431.0	$11,524.5	$7,715.8

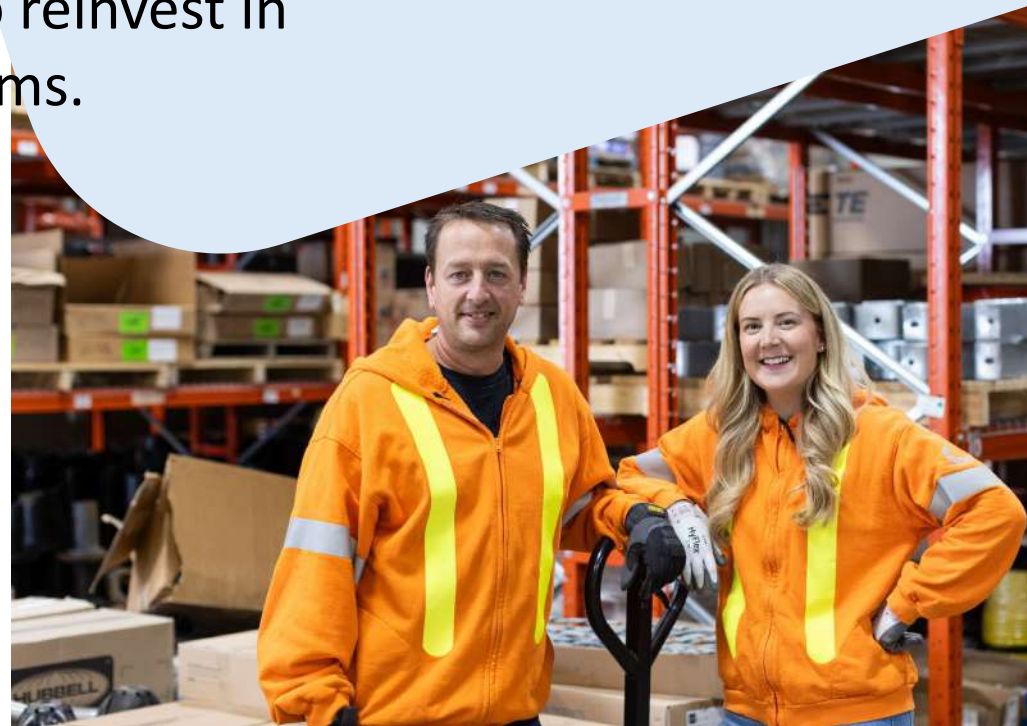
Public Utilities Commission	2022	2023	2024
Revenue	$26,500.0	$27,358.1	$29,315.7
OM&A	$15,515.0	$16,602.3	$16,779.4
Annual Surplus	$7,968.4	$7,430.1	$8,789.0
Capital Expenditures	$8,478.5	$11,481.0	$9,119.8

2024 Financial Summary Slide

- **Total Cap-Ex = $20.6 Million**
  - Our capital investments reflect a commitment to updating critical infrastructure in the community.

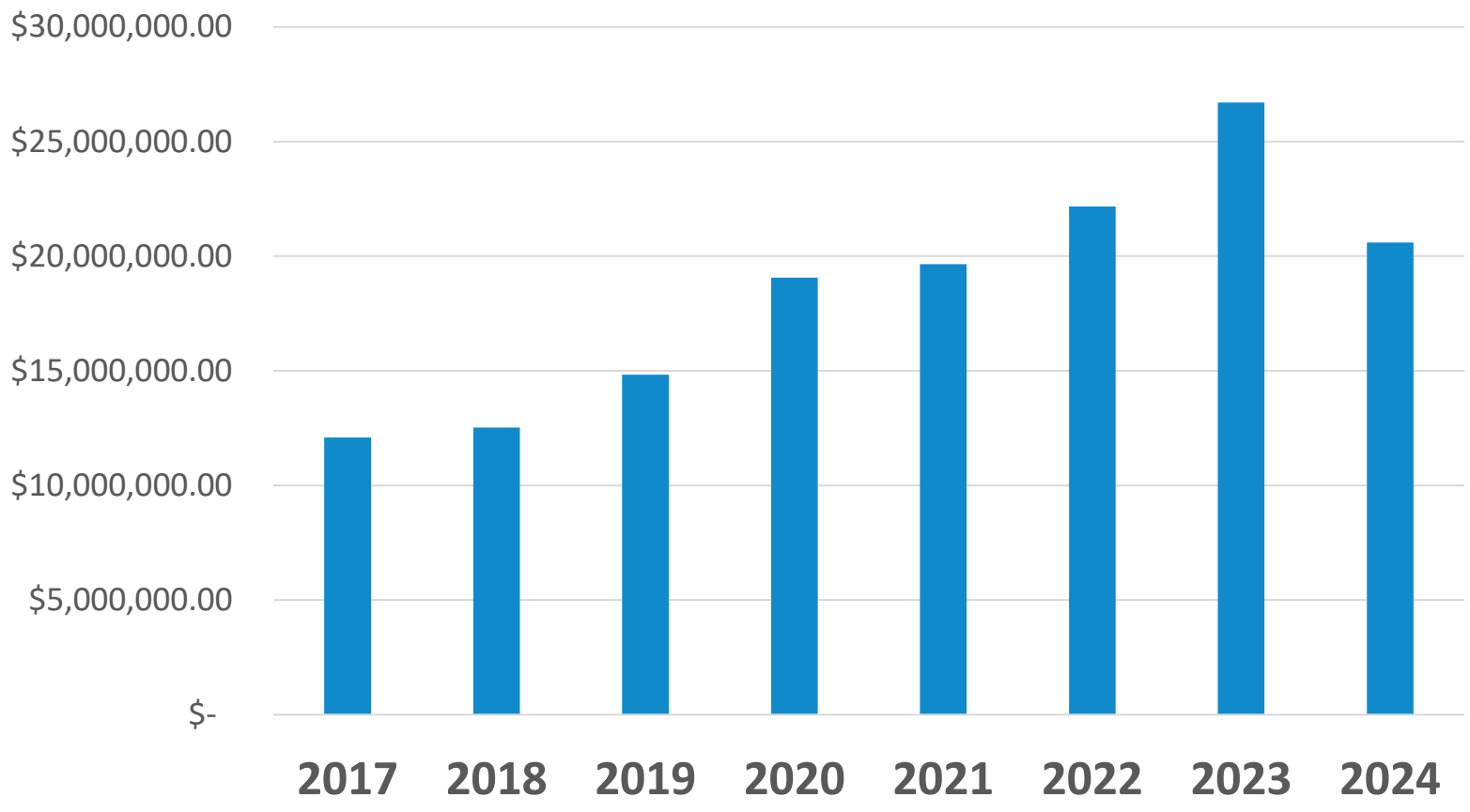
- **Income/Surplus = $14.9 Million**
  - Reinforces PUC's financial resilience and ability to reinvest in sustainable infrastructure and community programs.

- Ratio of **costs to revenue** is improving, demonstrating efficiency



PUC's Capital Program

Increasing Investments in Infrastructure to Better Serve our Customers





Questions?



City and Tourism Sault Ste. Marie

Waterfront Design Plan



SAULT STE. MARIE

Acknowledgments

This Plan has been developed in conjunction with O2 and the following City Staff and Community Stakeholders:

City Staff Member

Travis Anderson, Director, Tourism & Community Development

Alana Kenopic, Manager, Tourism

Richard Jones, Marketing Specialist, Tourism & Community Development

Peter Tonazzo, Director, Planning

Salvatore Marchese, Planner, Planning

Tom Vair, CAO, City of Sault Ste. Marie

Brent Lamming, Deputy CAO, Community Development and Enterprise Services

Emily Cormier, Environmental Sustainability Coordinator, Community Development and Enterprise Services

Lisa Vezeau-Allen, City Councilor, City Council

Rick Van Stevern, Director, Economic Development

Travis Reid, Manager, Parks

Key Stakeholders

Beverley Barber, Chair of the Board, Tourism Sault Ste. Marie

Nick Brash, General Manager, Holiday Inn Express

Carly Wetzl, Visitor Experience Manager National Historic Sites- Canal

Elia Marini, Product Development Officer National Historic Sites- Canal

Brad Robinson, Thrive Tours, Indigenous Tours

Amanda Cora, Thrive Tours, Indigenous Tours

Joanie McGuffin, Metis Tours, Indigenous Tours

Jasmina Jovanovic, Executive Director, Art Gallery of Algoma

Mark Lepore, Board Member, Art Gallery of Algoma

Kevin Rusnell, Owner, Peace Restaurant & Digital Intelligence Group

Nicholas Luck, Executive Director, Downtown Association BIA

Don Marini, General Manager, Microtel

Tony Porco, Owner, Canal District

David Ellis, Owner, David Ellis Architect / Station Mall Consultant

Simon Lu, Owner, Station Mall

Stephanie Hopkin, Senior Coordinator, Product Development Destination Northern Ontario

Clyde Healy, Monument Committee, Royal Canadian Legion Branch 25

Diane Morrell, Accessibility Coordinator, City SSM Planning Department

Scope of Work Boundary

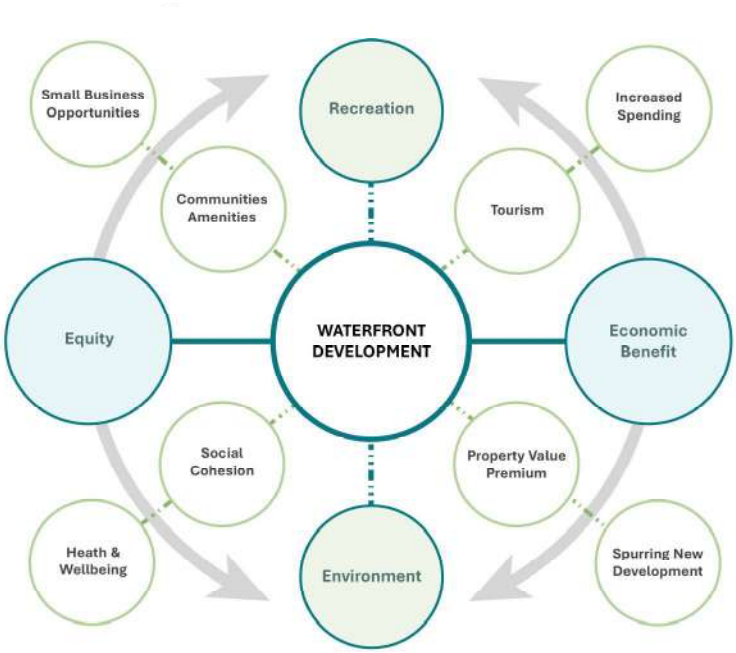


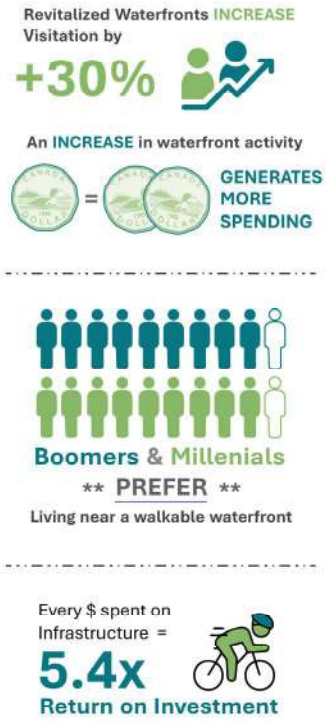
Realizing Returns on Waterfront Investment

PART OF WHAT MAKES SAULT STE. MARIE SPECIAL IS THAT IT IS A WATERFRONT CITY. ACCESS TO THE SHORES OF THE ST. MARYS RIVER SHOULD BE FREE AND OPEN TO EVERYONE.

This means places to experience calming views of water and nature, places to launch a boat, places to bike and run and explore. It also means public spaces and parks that are accessible to people of all ages and abilities, and a safe, welcoming environment for tourism and investment. Waterfront development should also bring economic opportunities, from new jobs to partnerships.

Helping the waterfront meet its potential means protecting and expanding access to the water. If you walk along the waterfront in the future, you will see it bustling with energy. This is what happens as the city starts to reorient itself towards the water. Green spaces, commercial opportunities, public art, playgrounds, cycling and a simple walk along the water are just some of the ways these areas can come to life.





Public Outreach

What does it mean to create a partnership between the City of Sault Ste. Marie and the entire community? In its mission to transform the future of its Waterfront, the waterfront design program has committed to innovative and robust public engagement – seeking input from many voices, inviting open and direct dialog, and encouraging participation throughout the design process. This level of community engagement is what is needed to fulfill a principle goal of creating a Waterfront for All.

MOBILIZING COMMUNITY INTEREST

To engage the community, we must reach them. The Design Team has used a variety of methods to pique interest in the possibilities for the waterfront and convert that interest into active participation. A full communications plan was developed which included:

Webpage content to include project information, timeline, engagement opportunities, link to a survey and interactive map for a new website launched in early December (https://saultstemarie.ca/waterfront);

Outreach emails and email notices to broad stakeholder list with brief project description, link to webpage, call to action and poster PDF;

Council notice to all City Council including invites to participate in workshops and interviews;

Pop-Up Boards for events at City Hall, the Soo Market and Plaza, Station Mall, and the John Rhodes Community Centre;

Outdoor posters throughout the City and distributed to local businesses, stakeholders and posted in key City facilities;

Postcards distributed at pop-ups and design workshops, and distributed to local businesses, stakeholders, and placed in key City facilities;

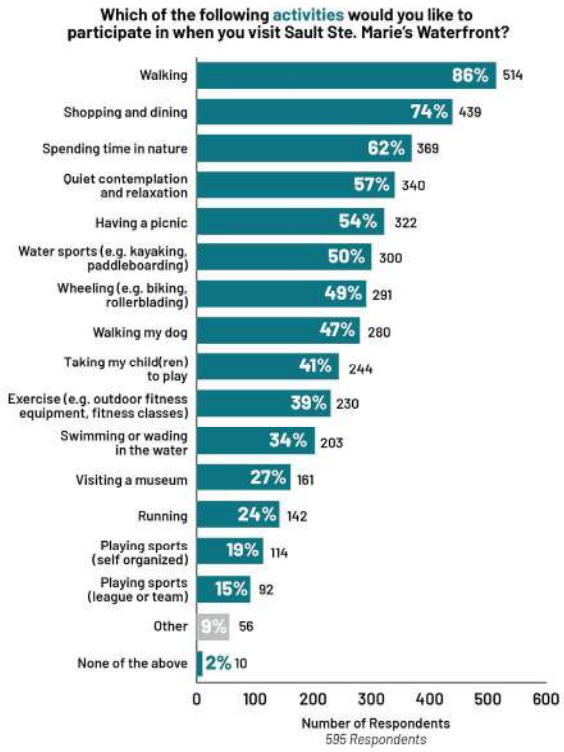
Social media posts and ads on City social media platforms;

Radio advertisements; and

Newspaper ads and articles (https://www.sootoday.com/local-news/city-wants-you-to-float-ideas-for-new-waterfront-vision-7976665)



Activities

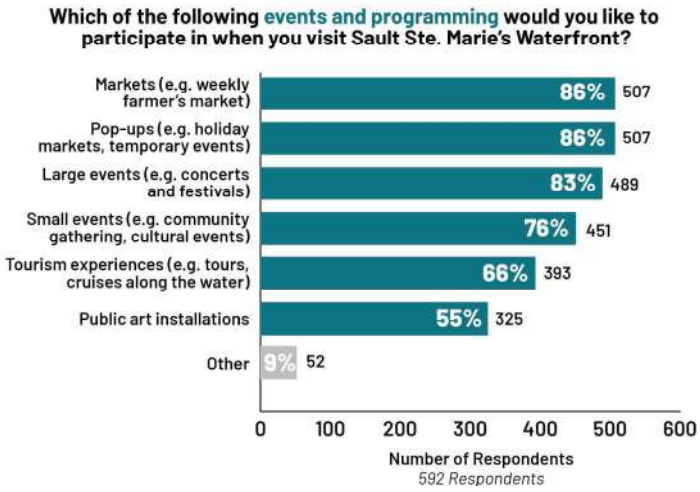


Some activities that people wish to participate in are not common at Sault Ste. Marie's current waterfront. **Shopping and dining** was requested by **74%** of respondents, but is not currently a feature of the waterfront.

Respondents would like to do more of the following activities:

+ **Spend time in nature:** 35% currently do this, 62% would like to.
+ **Quiet contemplation and relaxation:** 37% currently do this, 57% would like to.
+ **Have a picnic**: 16% currently do this, 54% would like to.
+ **Water sports**: 13% currently do this, 50% would like to.
+ **Wheeling**: 29% currently do this, 49% would like to.

Events and Programming



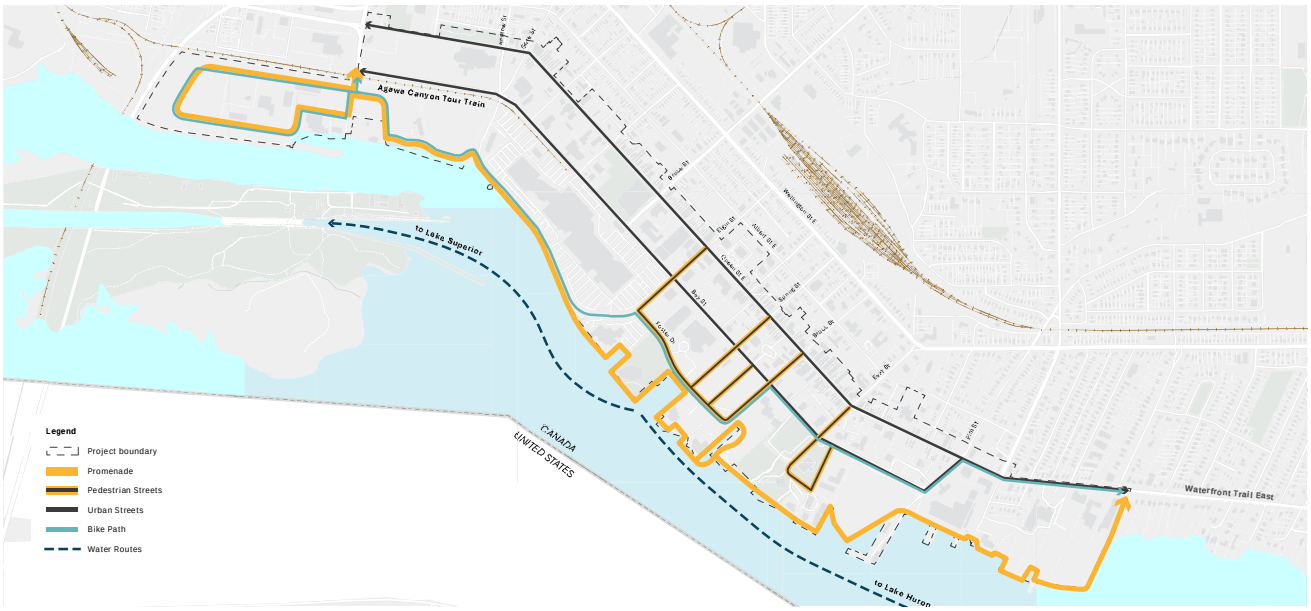
- Respondents would like to attend a variety of events and programming along the waterfront, including **markets (86%), pop-ups (86%)** and **large events (83%).**
- Although other response options were selected less frequently, more than 50% of respondents would like to participate in any of these event and programming types along the Sault Ste. Marie waterfront.

Public Realm Design Components

Ultimately, the goal of the public realm design is to create a powerful, world-class identity for the Sault Ste. Marie Waterfront that celebrates the St. Marys riverfront and provides the public with access to the water's edge. At the heart of the design is a vibrant, robust and engaging public realm that becomes a new "living room" for the city, overlooking St. Marys River, the rapids, sea planes and freighters, and beyond to Michigan. The core project area, stretching from the Canal District to the former hospital lands, will have a continuous waterfront promenade that is supported by a series of destinations distributed along the promenade.

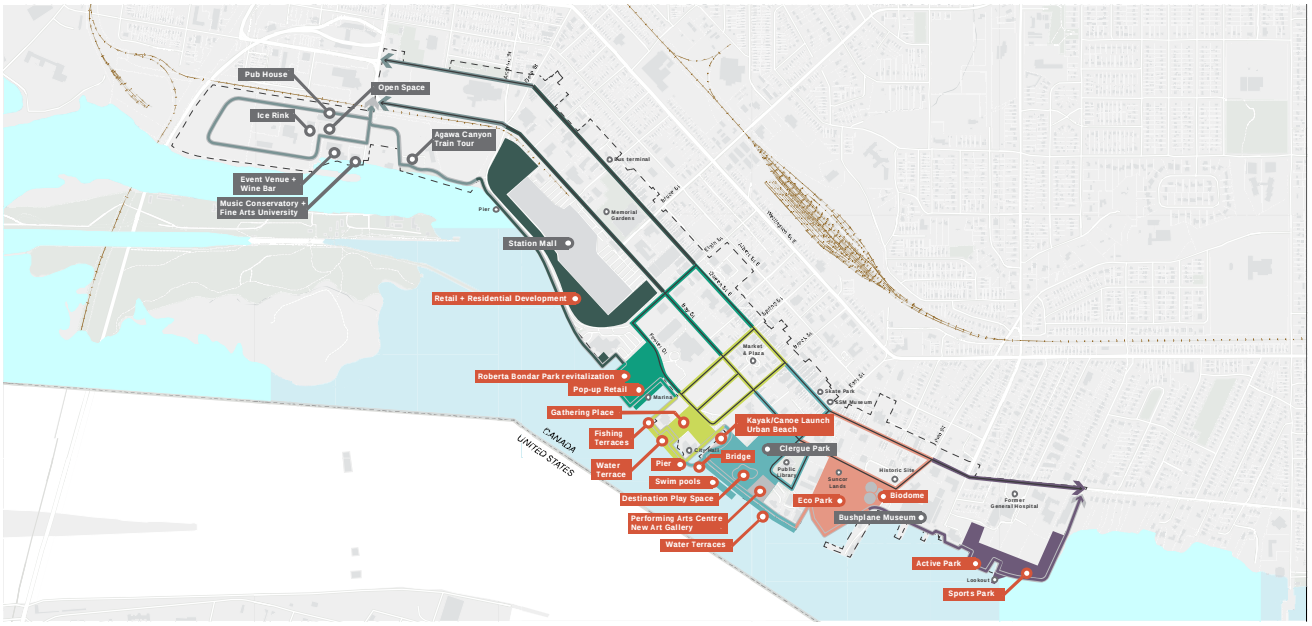
Street Improvements

A critical aspect of the Master Plan includes the physical and programmatic improvements for achieving upgraded organization and connections of streets between Queen Street and the Waterfront, in order to form a coherent, prosperous, pedestrian-friendly and attractive Waterfront District.



The Destinations

Along the water's edge promenade are a series of programmed destinations that define and create both anchor destinations that are supported by a wide range of potential flexible or event programs. The destinations along the waterfront provide spaces for gathering, displays and installations, active play and recreation, education and discovery, passive and informal activities, and viewing and touching the water. New and enhanced destinations link and connect to existing destinations to create better synergies, revitalize the waterfront and bring new life to the waterfront.



Big Ideas



CONTINUOUS WATERFRONT PROMENADE
CONNECTING AND LINKING THE WATERFRONT



SWIMMING
A UNIQUE RIVERSIDE DESTINATION



DESTINATION PLAY SPACE
ENGAGE, EDUCATE AND EXCITE



CANTILEVERED OUTLOOKS & MARSHES
POINTS OF OBSERVATION AND HABITAT



TOUCH THE WATER
POINTS OF RIVER ACCESS



RETAIL ACTIVATION
PLACES TO SHOP, EAT, DRINK AND GATHER





To complement the street improvements, the following key upgrade strategies are recommended:

- Upgrades to the north-south streets that connect Queen Street and the Waterfront to make the streets more appealing for the pedestrian and cyclist, and to complement the commercial success of the area;
- Spring Street, Foster Drive and East Street transformed into “Woonerfs” (shared streets);
- Elgin Street and Brock Street transformed into “Complete Streets”

The suite of upgrades suggested for the identified streets compliments the growing requirements for enhanced retail opportunities along Shared Streets, the growing need for a connected bicycle network, as well as a streetscape more focused on pedestrian experience.











Waterfront Seasonality - Summer Festival
• Rotary Fest in Clergue Park
• Expansion of Festivals into Streetscapes (Festival Road, Foster Dr, Brock St, Spring St)
• Expansion of Festivals into the Cultural District (and connected to The Plaza)
• Expansion of Festivals into Bondar (connecting with new retail area and the Pavilion)


Waterfront Seasonality - Winter Activity
• Skating Loop in Clergue Park
• Winter Huts, Ice Sculptures, Winter Installations within Clergue Park
• Shipping container retail site at Bondar Pavilion open with warming stations and fire pits








Phase 1 Concept Plan







The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Memorial Tower Rehabilitation 2025 - CDES

Purpose

The purpose of this report is to obtain Council approval to award work to complete Memorial Tower Rehabilitation 2025 as required by Community Development and Enterprise Services.

Background

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 May 1, 2025 within the e-bidding system.

Analysis

Submissions from four bidders were received prior to the closing deadline:

Hastings Painting Corporation, Windsor, ON
Lignum Builders Ltd, Espanola, ON
Nu-Style Construction Co, Sudbury, ON
R.F. Contracting, Sault Ste. Marie, ON

The tenders received have been thoroughly reviewed by a committee comprised of staff from the Recreation and Culture Division of CDES and the City's Consultant for the project, Tulloch Engineering Inc. The consultant's report concerning the tenders received is attached for reference, and recommends Lignum Builders Ltd (the second lowest bidder) be awarded the services.

Financial Implications

Lignum Builders Ltd. submitted pricing in the amount of $790,673 (HST being fully rebateable) to complete the Memorial Tower Rehabilitation.

This project is funded through remaining 2021 Capital carry-over to 2025 of $76,568, and $1,510,000 from the Asset Management reserve (approved by Council on August 12, 2024) to make the required repairs. The balance remaining after previous expenditures is $1,501,752.

This request can be accommodated within these funding allocations.

Strategic Plan / Policy Impact / Climate Impact
This project aligns with the Corporate Strategic Plan in the Infrastructure focus area for upgrades of existing infrastructure.

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

The relevant By-law 2025-085 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

TULLOCH ENGINEERING

71 Black Road
Unit 8
Sault Ste. Marie,
ON
P6B 0A3

T. 705 949.1457
F. 705 949.9606
TF. 866 806.6602

saultstemarie@TULLOCH.ca

May 14, 2025
24-1255

The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6
Canada

Attention: **Ms. Virginia McLeod**
Manager of Recreation and Culture
Community Development and Enterprise Services

Re: Tender Submission Results
Memorial Tower Rehabilitation 2025 (2025CDE-CS-AR-03-T)

Dear Ms. McLeod:

We have reviewed the tender submissions received electronically via Bids and Tenders, by the Purchasing Department on or before 3:00PM, May 1st, 2025, for the above project and present here within our Tender Report (Evaluation).

1.0 Background

The project consisted of the following scope of work:

- Provide and install construction safety barriers, and signage as required.
- Complete all work in accordance with the Contract drawings, including, but not limited to:
  - Removal of all identified designated substances
  - Remove and replace concrete at the shoulders of the tower
  - Remove and replace existing roofing on the upper walkway
  - Repair all deteriorated concrete surfaces
  - Surface prepare and apply paint coating to all exterior concrete surfaces
- Clean up and removal from site of all surplus material.
- Demobilization from site.

The intent of this project was to restore the longevity of the tower by making repairs to deficient concrete, steel and exterior paint coatings.

There was a mandatory site visit required during the formal tender process. This visit occurred on April 15th, 2025, at 10:30am. Five (5) addendums were issued during the tender process.

2.0 Summary of Tenders

A total of four (4) tenders were received by the Purchasing Department prior to the deadline on May 1, 2025. The electronic tenders were opened at the Civic Centre, in the Purchasing Department at 3:05pm on May 1, 2025, and results were recorded.

The following were the results of the submitted tender values, exclusive of HST, in ascending order of contract price:

1.	*Hastings Painting Corporation*	*$529,730.00 + HST*
2.	*Lignum Builders Limited*	*$779,997.35 + HST*
3.	*Nu-Style Construction Co. (1988) Limited*	*$1,174,915.50 + HST*
4.	*R.F. Contracting Incorporated*	*$1,182,035.25 + HST*

3.0 Review of Tenders Received

The tenders were reviewed in detail to ensure that all submission requirements were complied with as stipulated in the tender documents. The following specific comments are noted:

1. The four (4) vendors were registered on the Bids and Tenders platform.

2. All bidders acknowledged receipt of the five (5) addendums.

3. The tenders were checked for mathematical errors and omissions. It is assumed that the unit rate price provided for the reinforcing steel in Nu-Style Construction Co. (1988) Limited's, bid was incorrect. It should be noted that even if the assumed error were to be corrected, the revised tendered value from Nu-Style Construction Co. (1988) Limited would not change the order of submitted bid values.

   No other errors were noted in the pricing sections.

4. Three (3) of the four bidders included sub-contractor experience within their submission as stipulated in the bid form. Nu-Style Construction Co. (1988) Limited, did not include it in their submission.

5. All bidders provided a detailed schedule within their submission as stipulated in the bid form.

6. All bidders provided an Agreement to Bond as stipulated in the tender requirements.

7. All bidders provided a Bid Bond as stipulated in the tender requirements.

4.0 Conclusion

TULLOCH's cost estimate, exclusive of the paint coating (which is to be paid through an allowance) was $855,000.00+HST. That cost estimate was prepared in 2023, consideration for average yearly inflation would have the potential to increase that cost estimate by as much as 10%, resulting in a pre-construction cost estimate of $940,000.00+HST.

Hastings Painting Corporation submitted the lowest price for the work at $529,730.00+HST. Hastings Painting Corporation's tendered price was approximately 50% of TULLOCH's pre-construction cost estimate.

Hastings Painting Corporation has submitted work experience within their bid form and has demonstrated their ability to execute the coating portion of the project, although no relevant experience regarding concrete rehabilitation was provided. As a substantial portion of this project involves the rehabilitation of concrete elements on the Memorial Tower, the absence of any relevant experience in this area makes providing a complete evaluation impossible.

Hastings Painting Corporation's extremely low tendered value combined with the absence of relevant project experience with concrete rehabilitation are concerning. Collectively, the two previously noted concerns with Hasting Painting Corporation's bid submission suggest that there may not have been a complete understanding of the project's scope of work.

TULLOCH does not have any related working experience with Hastings Painting Corporation; therefore, we are unable to provide insight into their capabilities or past performance.

The submitted tender price from Lignum Builders Limited (the second lowest bidder) was $779,997.35+HST. Lignum Builders Limited's submitted tender package was compliant with all tender requirements. Their submitted work experience reflects the necessary experience for this project's scope of work.

The Tender documents have a privilege clause for the award of the contract; however, we recommend that The City of Sault Ste. Marie consult legal counsel for advice if required, prior to awarding a contract for this work.

Once you have reviewed the tender submissions and a decision has been made, please contact us so that we may notify the successful bidder.

Should you have any questions, or require clarification to any aspect of this project, please feel free to contact the undersigned at your convenience.

Yours truly,

TULLOCH Engineering Inc.



Dan Moody, A.Sc.T.
Project Manager

DM/dm

TENDER SUBMISSION EVALUATION SHEET

	GENERAL REQUIREMENT						TECHNICAL REQUIREMENTS						REMARKS
Tenderer	**Tender Price (w/o HST)**	Registered with Bids and Tenders	Addenda (5 issued)	10% Bid Bond or	Certified Cheque	Agreement to Bond (Surety's Consent) or	TENDER SUBMISSION FORM	SCHEDULE OF ITEMS AND PRICES	APPENDIX-A (BIDDER'S EXPERIENCE)	APPENDIX-B (PROPOSED SUB-CONTRACTORS)	APPENDIX-C (SUB-CONTRACTOR'S EXPERIENCE)	APPENDIX-D (SCHEDULE)	
Hastings Painting Corporation	$529,730.00	√	√	√		√	√	√	√	√	√	√	*refer to written tender evaluation report
Lignum Builders Limited	$779,997.35	√	√	√		√	√	√	√	√	√	√	
Nu-Style Construction Co. (1988) Limited	$1,174,915.50	√	√	√		√	√	√	√	√	X	√	
R.F. Contracting Inc.	$1,182,035.25	√	√	√		√	√	√	√	√	√	√	

Table 1. - Tender Submittal Evaluation Sheet

√	Indicates that the item was contained within the Tender Submission.
X	Indicates document not provided within the tender submission.
O	Indicates alternate document provided within the tender submission. or Indicates alternate document provided within changes or exceptions.

The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Tender Roof Rehabilitation – John Rhodes Community Centre

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Purpose

The purpose of this report is to obtain Council approval to award the work for Roof Rehabilitation at John Rhodes Community Centre (JRCC), 260 Elizabeth Street which includes roof replacement, and incorporates replacement of roof condensers and air handling units, as required by Community Development and Enterprise Services (CDES), Arena Division.

Background

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 February 14, 2025 within the e-bidding system.

Analysis

Submissions from three bidders were received prior to the closing deadline.

The tenders received have been thoroughly reviewed by staff from CDES and the City's Consultant for the project, Rimkus Consulting Group Canada Inc. (Rimkus). and are outlined on the summary attached. The low tender of $5,682,400 (excluding HST) was received from Maverick & Son Exteriors and Consulting Services Inc. (Maverick).

In an attempt to bring this project closer to available funds, the CDES Division and Rimkus negotiated with Maverick to determine cost-saving opportunities within the tender.

The resulting revised/reduced scope of work for this project includes the following, which are recommended to be deleted or revised from the project:

- removal of heat recovery system;
- modified roofing membrane and materials.

This scope change will result in a reduced tender value, to $4,481,500 (excluding tax).

Financial Implications
With the incorporation of changes as outlined, Maverick's tendered pricing to complete the Roof Rehabilitation is $4,481,500 (HST fully rebateable).

During the 2023 and 2024 Budget deliberations, Council approved the allocation of $4,650,000 combined for JRCC Roof Rehabilitation (roof, condensers, and air handling units), of which $4,507,253 remains and can accommodate the reduced tender value.

Staff submitted an application to the Community Enhancement Program 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.

Strategic Plan / Policy Impact / Climate Impact
This project aligns with the Corporate Strategic Plan in the Infrastructure focus area for upgrades of existing infrastructure. In addition, it supports the City's net zero by 2050 target as the roof replacement will support solar panels in the future.

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

The relevant By-law 2025-84 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

Purchasing File: 2025CDE-CS-AR-01-T
February 14, 2025

Tender Summary
Roof Rehabilitation - John Rhodes Community Centre

Firm		Total Tendered Price (HST extra)	Remarks
Maverick & Son Exteriors and Consulting Services Inc.	Sault Ste. Marie, ON	$5,682,400.00	Meets Specifications
S&T Electrical Contractors Limited	Sault Ste. Marie, ON	$5,985,320.00	Meets Specifications
T.P. Crawford Limited	Gloucester, ON	$20,158,400.00	Not Compliant

Note: The low tendered price at close, meeting specifications, is boxed above submitted by Maverick & Son Exteriors and Consulting Services

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Augmented Reality Historical Exhibits – Ermatinget Clergue National Historic Site

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Purpose

The purpose of this report is to obtain Council approval to award for Augmented Reality (AR) Historic Exhibits at the Ermatinger Clergue National Historic Site services commencing June 3, 2025.

Background

The proposal was publicly advertised and notification provided to all firms on the bidders list. Proposals were required to be submitted for consideration no later than 3 p.m. on May 16, 2025.

Analysis

Proposals from seven proponents were received prior to closing deadline: 10546950 Canada Inc, Leith ,ON; Immersa Studios Ltd, Toronto , ON; Dot Dot Limited, Auckland Region; Exar Studios Inc, London, ON.; Department , Studio Creatif Inc, Montreal QC.; Swim Media, Toronto, ON; Future House Studios, Pleasant Grove , Utah. The proposals received have been reviewed and evaluated by a committee comprised of staff from CDES and IT Services. It is the consensus of the evaluation committee that the proponent scoring the highest in the evaluation process is Exar Studios Inc.

Financial Implications

Exar Studios Inc. proposed fees of $173,050 + HST. Funding will be provided through a FedNor contribution of up to $195,000 with additional funding sources to support the project including $20,000 from the Tourism Development Fund and $39,000 from the site's capital funding.

Strategic Plan / Policy Impact / Climate Impact

This program aligns with the Corporate Strategic Plan in the Service Delivery focus area as it continues to assist in delivering an interactive experience while facilitating excellent customer service to citizens and tourists visiting our historic sites at ECHNS.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated June 2, 2025 concerning Augmented Reality Historical Exhibits be received and that the proposal from Exar Studios Inc. of $173,050 + HST be approved.

Respectfully submitted,

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

The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Rachel Tyczinski, City Clerk
DEPARTMENT:	Corporate Services
RE:	Municipally Significant Event – Giovanni's Italian Festival

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Purpose
The purpose of this report is to request that Council designate the 2025 Giovanni's Italian Festival as municipally significant.

Background
In May 2023, the City Council approved the Municipally Significant Events Policy (see Appendix A), outlining the application process and defining what types of events would qualify.

Analysis
The proponent requires the event to be declared municipally significant in order to apply for a special occasion permit through the AGCO.

The proponent has submitted an application to the City for the 2025 Giovanni's Italian Festival (Appendix B) to be held July 6, 2025 at the Roberta Bondar Pavilion. The application was circulated to the parties listed in the Municipally Significant Event Policy. The proponent will be required to comply with City policies related to renting a municipal facility.

Financial Implications
There is no direct financial impact to the City.

Strategic Plan / Policy Impact / Climate Impact
This event is linked to the Quality of Life focus area of the corporate Strategic Plan – Vibrant Downtown

There is no climate impact.

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

Resolved that the report of the City Clerk dated June 2, 2025 concerning Municipally Significant Event – 2025 Giovanni's Italian Festival be received and that Council designate the event as municipally significant.

Respectfully submitted,

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

Subject: Municipally Significant Events (AGCO Special Occasion Permits)
Service Area: Corporate Services (City Clerk)
Source: By-law 2023-75
Date: May 1, 2023

Purpose:
The purpose of this policy is to establish criteria to designate a public event as a municipally significant event.

Application:
This policy shall apply to public event organizers seeking designation of a public event as a "municipally significant event" for the purpose of applying to acquire a special occasion permit under the *Liquor Licence and Control Act,* as amended, for the sale and service of alcohol at a public event.

Definitions:
"Business day" shall mean any Monday, Tuesday, Wednesday, Thursday or Friday excluding any of those days that fall on a statutory holiday

"City" shall mean The Corporation of the City of Sault Ste. Marie

"Municipally significant event" shall mean a one-time annual or infrequently occurring event that is open to the public, has a pre-determined opening and closing date and time and which:

a. Has a local, regional, national or international historical or cultural significance;
b. Builds awareness of diverse cultures;
c. Promotes the social, cultural or economic development of the City; or
d. Benefits the community at large.

"Public event" shall mean an event that is open to the general public.

Scope:
The City Clerk is delegated authority to issue a letter designating a public event as a municipally significant event on behalf of the City.

The City Clerk shall circulate all applications for designation as a municipally significant event to the following stakeholders for comment:

a. Sault Ste. Marie Fire Service
b. City By-law Enforcement Division
c. City Chief Building Official
d. City Risk Manager
e. Sault Ste. Marie Police Service

f. Algoma Public Health

The stakeholders listed above shall be given five (5) business days to provide any concerns regarding the application for designation as a municipally significant event, after which the City Clerk will proceed to evaluate the request based upon any concerns received within the given time frame.

Public events must meet the following criteria to be considered by the City of Sault Ste. Marie for designation as a municipally significant event:

a. Fall within the definition of a municipally significant event as defined in this policy;
b. Serve the public interest by upholding the by-laws and policies of the City of Sault Ste. Marie and any other applicable legislation; and
c. Will host no less than 100 members of the general public.

Applicants must submit their request for designation as a municipally significant event on the prescribed application form no less than forty-five (45) days before the proposed event for events under 5,000 attendees and no less than seventy-five (75) days before the proposed event for events over 5,000 attendees.

Applicants must maintain a minimum of five million ($5,000,000) dollars liability insurance naming “The Corporation of the City of Sault Ste. Marie” as an additional insured providing a Certificate of Insurance showing same, at least ten (10) business days prior to the event. The permit holder shall be required to indemnify and save the City of Sault Ste. Marie harmless from all claims arising from the permit or event. Each event will be considered on its own merit, noting that the actual insurance limits required may be increased at the discretion of the City of Sault Ste. Marie.

The City Clerk will issue a letter to the applicant declaring the event as municipally significant only if it meets the above criteria.

The City Clerk is not obligated to designate any event as municipally significant and may refer the request to City Council for a decision.

Note: While the City of Sault Ste. Marie may designate an event, the Registrar for the Alcohol and Gaming Commission of Ontario has the final decision as to whether or not to issue a special occasion permit for a public event.

The Corporation of the
City of Sault Ste. Marie

Municipally Significant Event Application Form

Organization Name: Giovanni's Restaurant

Contact Person: Nick Cavaliere

Contact Information: nickcavaliere99@gmail.com

Objects of the Organization: Celebrate Italian Heritage

Date of Event: July 6 2025

Location of Event: Roberta Bondar Pavilion

Is the event an exhibition, event or function open to the general public that is being held in the City of Sault Ste. Marie? Yes (x) No

Can the event be defined as: (Check all that apply)

(X) Has local, regional, national or international historical or cultural significance

(X) Builds awareness of diverse cultures

(X) Promotes the social, cultural or economic development of the City'

(X) Benefits the community at large

Reasons the organization believes the event should be deemed municipally significant:

This event is to celebrate Italian heritage as a community

How many members of the public are expected to attend? 8 - 10 thousand people

Details of how, when and where the event will be advertised to the public: Social media, radio

This application should be accompanied by a Certificate of Insurance providing a minimum of five million ($5,000,000) dollars liability insurance adding "The Corporation of the City of Sault Ste. Marie" as an additional insured at least ten (10) business days prior to the event. The permit holder shall be required to indemnify and save the City of Sault Ste. Marie harmless from all claims arising from the permit or event. Each event will be considered on its own merit, noting that the actual insurance limits required may be increased at the discretion of the City of Sault Ste. Marie.

By signing you agree that you have read and agree with the conditions of the City of Sault Ste. Marie Designation of Municipally Significant Events policy.

Nick Cavaliere
_____ May 15 2025_____
Applicant Date

The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Travis Anderson, Director Tourism and Community Development
DEPARTMENT:	Community Development and Enterprise Services
RE:	Tourism Development Fund Applications – May 2025

Purpose

This purpose of this report is to provide recommendations to Council from City staff and the Tourism Sault Ste. Marie Board of Directors for the distribution of Tourism Development Funds.

Background

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

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

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

Upon receipt of a TDF application, Tourism staff review it for eligibility and assessment criteria and makes recommendations to the Tourism Sault Ste. Marie Board of Directors. The Tourism Sault Ste. Marie Board of Directors further evaluates the applications and makes recommendations to Council for distribution of grant funds.

Analysis

Tourism Development Fund applications are permitted on an ongoing intake and are reviewed monthly at the Tourism Sault Ste. Marie Board of Directors meetings.

The recipient expenses the funds and claims them through the Tourism Development Fund after the event is completed.

At the Tourism Sault Ste. Marie Board of Director's meeting held on April 15, 2025, three applications were reviewed with the following recommendations:
1. Coppa Giovanni Soccer Tournament ($7,300)
2. Salty Marie Trails Festival ($10,000)
3. International Karate Daigaku Canadian Nationals ($5,000)

At the Tourism Sault Ste. Marie Board of Directors meeting held May 13, 2025, two applications were reviewed with the following recommendations:
1. Northern Region Women in Corrections ($2,500)
2. Giovanni's Italian Festival ($10,000)

Coppa Giovanni Soccer Tournament
The third annual Coppa Giovanni Soccer Tournament will take place from July 4–6, 2024, at the Strathclair Sports Complex. Following a successful 2023 event that featured a men's division and drew over 200 out-of-town players, the 2025 tournament will expand to include three new divisions, including women's divisions. Organizers expect to host more than twelve out-of-town teams and welcome over 500 visitors to the city.

The event is anticipated to generate a tourism impact of approximately $243,000 in local spending, benefiting hotels, restaurants, and local businesses. In addition to competitive soccer matches, the tournament will feature family-friendly attractions such as inflatable play areas, face painting, henna tattoos, foam soccer, a dunk tank, food vendors, beer gardens, and live entertainment. The Coppa Giovanni Soccer Tournament aligns with the timing of Giovanni's Italian Festival, providing a weekend of entertainment and festivities for soccer players and visiting families.

Looking ahead, organizers aim to double attendance in 2025 and increase sponsorship by 40%. Their long-term goal is to position the event as the largest adult soccer tournament in Ontario and a premier tourism draw for Northern Ontario.

Previous Tourism Development Fund (TDF) Support
2023: $9,800 (combined with the Italian Festival) – Supported marketing, officiating, and venue costs

2024: $5,000 – Approved to assist with joint marketing and promotion for the Italian Festival and the soccer tournament.

Visitor Projections and Economic Impact
The 2025 event is expected to attract approximately 575 visitors, as well as 1,640 local participants. Visitors are expected to travel from:

500 from across Ontario
75 from the United States

575 out of town visitors (participants + family members) x 3 days x $175pp/pd = $301,875

Recommendation
Given its demonstrated growth, positive economic impact, and strong alignment with community and tourism goals, the Coppa Giovanni Soccer Tournament is a valuable initiative for continued support. As the only annual soccer tournament in Sault Ste. Marie, it has shown clear potential for expansion through added divisions, growing participation, and enhanced family-friendly programming.

In recognition of the Coppa Giovanni Soccer Tournament's positive impact on the sports tourism sector, the Tourism Sault Ste. Marie Board of Directors recommends support and passed the following resolution “Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommends a contribution of $7,300 through the Tourism Development Fund- Conferences and Special Events Stream to support the 2025 Coppa Giovanni Soccer Tournament to be hosted July 4-6, 2025, and that a report be submitted to City Council for consideration and approval.”

Salty Marie Trails Festival
The Salty Marie Trails Fest, now in its third year, is a trail-focused festival held in Sault Ste. Marie, hosted by Red Pine Tours Canada. The event celebrates the region’s growing trail infrastructure, particularly developments at the Hiawatha Highlands.

The festival caters to both competitive and recreational riders, offering a range of races and trail activities. It also features an expo with local vendors, food and drink offerings, artisan products, and live entertainment, making it a broad community event with appeal beyond just cycling enthusiasts.

New for 2025 is the introduction of a 200km Ultra-Distance Race, targeting experienced endurance athletes. This race starts at the Downtown Plaza in Sault Ste. Marie and travels through key locations in the Algoma region, including the Red Rock Foothills, Goulais River, Bellevue Valley, Stokely Creek, Wabos, Searchmont, Reserve, and Crystal Lake areas. It concludes via the Hiawatha Highlands singletrack system.

The new ultra-distance race aims to highlight the region’s natural terrain while supporting local tourism and economic development through enhanced trail connectivity.

Previous Tourism Development Fund (TDF) Support
2023: $3,500 to support marketing

2024: $5,000 to support entertainment and marketing

Visitor Projections and Economic Impact
The 2025 event is expected to attract approximately 1000 attendees:
740 local participants
75 regional visitors
60 from across Ontario
25 from other parts of Canada
80 from the United States

165 out of town visitors x 2 days x $175= $57,750

Recommendation
The Salty Marie Trails Fest has demonstrated steady growth since its launch in 2023, positioning itself as a flagship event that supports trail development and community engagement in Sault Ste. Marie. Participation continues to rise, including increased interest from the U.S. market, which highlights the region's appeal as a trail tourism destination. In 2025, the addition of a 200km Ultra Distance race is expected to attract elite endurance athletes while showcasing the Algoma region's rugged terrain and drawing attention to the downtown core. Overall, it plays a key role in establishing Sault Ste. Marie as a leading hub for trail-based tourism.

In recognition of the above, the Tourism Sault Ste. Marie Board of Directors passed the following resolution: "Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommends a contribution of $10,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Salty Marie Trails Fest to be hosted July 26, 2025, and that a report be submitted to City Council for consideration and approval."

International Karate Daigaku Canadian Nationals
Sault Ste. Marie will host the IKD National Karate Tournament on October 18–19, 2025, following a successful bid through a competitive selection process. As a rotating annual event hosted across Canada, this tournament presents an opportunity to position the city for future provincial and national-level IKD events. The tournament will bring over 200 participants (60+ local, 150+ from across Canada) and an estimated 350 spectators, generating more than 1,000 hotel nights during the shoulder season.

Participants, aged 8 to 60+, will compete in a range of sanctioned events including sparring, katas, enbu, team bunkai, and team kata.

Visitor Projections and Economic Impact
The 2025 event is expected to attract close to 600 participants, including:
254 local participants
350 from across Canada

350 visitors x 3 days x $175 = $183,750

Recommendation
This annual, rotating tournament aligns with Tourism Sault Ste. Marie's Strategic Plan to bid and host sporting events and was awarded through a competitive bid process, reflecting the city's growing reputation as a host for national events. The tournament is expected to generate over 1,000 hotel nights and attract participants and spectators from across Canada, providing significant tourism and economic benefits. The requested funding will help offset venue and equipment rentals and marketing costs, supporting a well-organized event with a strong potential for long-term impact.

In recognition of the positive impact of the International Karate Daigaku Canadian Nationals, the Tourism Sault Ste. Marie Board of Directors approved the following resolution "Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $5,000 through the Tourism Development Fund-Conferences and Special Events Stream to support the International Karate Daigaku Canadian Nationals to be hosted October 18-19, 2025 and that a report be submitted to City Council for consideration and approval."

Northern Region Women in Corrections
The Northern Region Women in Corrections Networking Event will take place on October 21, 2025. This long-standing annual event brings together women employed in the Ministry of the Solicitor General, Correctional Services Division, to engage in professional networking, skill-building workshops, and wellness activities. With over a decade of history, the event fosters personal and professional development while strengthening the community within the sector. Hosting the event in Northern Ontario, specifically Sault Ste. Marie, ensures accessibility for northern staff and supports regional equity. The City's willingness to assist with venue costs is critical, as without this support, the event would likely be relocated to a ministry facility in Toronto. Through TDF support, the event can stay in Northern Ontario and provide direct benefits to Sault Ste. Marie to host.

Visitor Projections and Economic Impact
10 local participants
10 regional visitors
100 from across Ontario
0 from other parts of Canada
0 from the United States

Economic Impact
100 out of town visitors x 2 days x $175 = $35,000

Recommendation

Securing and supporting meetings and conventions is a key pillar of tourism, and this event aligns with that goal. Without financial support, government restrictions around venue payments will likely force the event to return to the GTA, resulting in a loss of valuable economic impact for our community. Hosting it in Sault Ste. Marie not only brings direct benefits to local hotels and service providers, particularly in the slower period following peak tourism season, but also demonstrates our commitment to regional equity.

In recognition of the above, the Tourism Sault Ste. Marie Board of Directors passed the following resolution: “Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $2,500 through the Tourism Development Fund- Conferences and Special Events Stream to support the Northern Region Women in Corrections networking Event to be hosted October 21, 2025 and that a report be submitted to City Council for consideration and approval.”

Giovanni’s Italian Festival
The Giovanni’s Italian Festival is a vibrant, homegrown celebration of Italian culture held annually at the Roberta Bondar Pavilion. Now in its seventh year, the festival has grown into a large-scale event that attracts both locals and visitors for a day of food, entertainment, and cultural pride. Centered at the Roberta Bondar Pavilion, it features live music, fireworks, vendors, a kids' fun zone, and prizes—all designed to create a welcoming, family-friendly atmosphere.

The festival highlights authentic Italian cuisine, including porchetta, pizza, sausages, desserts, local craft beer, and Ontario wines. It promotes local businesses and vendors, supports the regional economy, and fosters strong community engagement. An important partner event is the Coppa Soccer Tournament, which adds to the festival’s appeal for families and helps draw even more visitors to the area.

Previous Funding through the Tourism Development Fund
In previous years, the Coppa Giovanni Soccer Tournament and Giovanni’s Italian Festival submitted joint applications. While the two events complement each other and are held on the same weekend, they are independently organized, and each has its own budget. As such, they have submitted separate applications.

Previous Tourism Development Fund Support
2023: $10,000 to support sound rental, inflatables, event Insurance, soccer balls, venue rental, marketing
2024: $5000 to support marketing, sound rental, and security for the Italian Festival

Visitor Projections and Economic Impact
10,000 local participants
100 regional visitors
100 from across Ontario
0 from other parts of Canada

50 from the United States

Economic Impact
150 people x 2 days x $175 = $45,000

Recommendation
The Italian Festival is a well-loved cultural event in Sault Ste. Marie continues to demonstrate its value as both a community celebration and a growing tourism draw. Attendance tracking at the main entrance during last year's event confirmed that while the majority of attendees were local, the festival attracted visitors from across Ontario and the United States, most notably from Sault Ste. Marie, Michigan, as well as friends and family members returning home to take part in the festivities.

This festival celebrates the rich Italian heritage that plays a vital role in the fabric of the community. Large-scale events like the Italian Festival are widely recognized as an effective and accessible way to attract tourists, showcasing Sault Ste. Marie as a vibrant, welcoming city that embraces its cultural diversity. The festival's positive impact was further highlighted by coverage from CTV Northern Ontario, which helped elevate the city's profile across the region. To support continued growth, staff recommend a funding allocation of $10,000. The funding will be used to enhance marketing efforts in Ontario and Michigan and promote Sault Ste. Marie as a culturally dynamic destination ($7,500) and to support entertainment costs for out-of-town performers who will help elevate the festival's profile and experience ($2,500).

In support of the above recommendation, the Tourism Sault Ste. Marie Board of Directors passed the following resolution "Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommends a contribution of $10,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Giovanni's Italian Festival to be hosted July 6, 2025, and that a report be submitted to City Council for consideration and approval."

Financial Implications
No new funds would be required. The Tourism Development Fund currently has $761,645 uncommitted for the purposes of financial assistance within the tourism sector.

Strategic Plan / Policy Impact / Climate Impact
This item supports the Corporate Strategic Plans Focus Area:

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

There are no climate change-related impacts associated with this report.

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

Resolved that the report of the Director of Tourism and Community Development dated June 2, 2025 concerning May 2025 Tourism Development Fund Applications be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate $34,800 as detailed below be approved:

1. Coppa Giovanni Soccer Tournament ($7,300);
2. Salty Marie Trails Festival ($10,000);
3. International Karate Daigaku Canadian Nationals ($5,000);
4. Northern Region Women in Corrections ($2500); and
5. Giovanni's Italian Festival ($10,000).

Respectfully submitted,

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

The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Rick Van Staveren, Director Economic Development
DEPARTMENT:	Community Development and Enterprise Services
RE:	Economic Development Summary 2024

Purpose

The purpose of this report is to provide an update on the activities of the Economic Development team for 2024.

Background

The Economic Development team has three primary focus areas: Business Development, which is focused on development of local industry; Business Attraction, which is focused on the attraction of industry to our community; and the Millworks Centre for Entrepreneurship that is focused on the development of the entrepreneurial ecosystem in Sault Ste Marie and the District of Algoma.

Analysis

A full Annual report can be found in the Appendix attached. Some of the highlights from the report are as follows:

Economic Development contributed to the launch of 51 new businesses and sustained 143 existing businesses. Job creation across all three Economic Developmenet focus areas totals 124 jobs.

Economic Development Overview – Business Attraction Pipeline

- **Forestry Initiative**
  - Potential Investment: $50-$80 million
  - Job Potential: 10-15
- **Industrial Opportunity I**
  - Investment Potential: $500 million
  - Job Potential: 100 jobs
- **Industrial Opportunity II**
  - Investment Attraction: $1 billion
  - Job Potential: 200

Key Projects and Business Development Initiatives

- **Port Development Project**
  - Underway with key objectives outlined
  - Stakeholder Engagement: Initial discussions with municipal, provincial, and federal entities
  - Pursuing Memorandum of Understanding with various parties
- **Gateway Site Environmental Assessment**
  - Status: Funding secured, RFP process completed for Environmental Site Assessment
  - Assessment underway
- **Wood Park Court and Yates Ave (Industrial Land Sales)**
  - Status: 95% properties sold at Yates Avenue, further development underway
  - Identified additional Industrial Land Sites for future development
- **Millworks Centre for Entrepreneurship**
  - Successfully relocated to new downtown location at 123 Spring Street
  - Supported the Sault Ste. Marie Funding Forum, sharing information with over 130 participants
  - 22 workshops with 575 participants
  - Summer Company Plus Student grants (10)
  - Starter Company Plus Entrepreneurship grants (10)

Strategic Engagement and Future Directions

- **Green Initiatives**
  - Engagement in green hydrogen production and renewable energy projects, such as wind and solar power, aimed at bolstering sustainable growth.
- **Bi-National Relationships**
  - A draft agreement with U.S. partners aimed at cross-border economic initiatives is being advanced.

Financial and Collaborative Highlights

- **Funding Support**
  - Over $747,000 in successful funding applications supported across diverse business activities in 2024.
- **Collaborations and Conferences**
  - Active participation in multiple conferences and forums. Meaningful engagements with stakeholders like Ontario's North Economic Development Consortium to further regional growth.

These highlights reflect the diverse activities and projects undertaken in 2024, showcasing substantial progress in economic development, business attraction, entrepreneurship, and future readiness initiatives for Sault Ste. Marie.

Financial Implications
The Economic Development team has supported $747,007 in successful funding applications in the community. Industrial land sales to date in 2024 total $2 million, before selling expenses.

Strategic Plan / Policy Impact / Climate Impact
This report falls under Focus Area 1: Community Development – Economic Development.

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

Resolved that the report of the Director of Economic Development dated June 2, 2025 concerning Economic Development Summary 2024 be received by as information.

Respectfully submitted,

Rick Van Staveren
Director, Economic
Development
705.759.5428
r.vanstaveren@cityssm.on.ca



Economic Development Summary 2024

OUR TEAM



RICK VAN STAVEREN

Director, Economic Development



JOE TURPIN

Manager, Business Attraction



GRAHAM ATKINSON

Manager, Business Development



SAIRA ANJUM

Manager, Enterprise Services & Millworks



ANTHONY BUFFONE

Coordinator, Small Business Advisory Services



JESSICA MAIONE

Marketing & Program Coordinator



HARLEEN PUAAR

Manager, Enterprise Services & Millworks
(currently on leave)

MILLWORKS CENTRE FOR ENTREPRENEURSHIP

These achievements highlight the positive strides in the development of our entrepreneurial ecosystem. Exploring international partnerships and embracing new economic trends will further amplify these accomplishments, bringing even more prosperity to our community.

MILLWORKS RELOCATION

- Successful Transition: The incubator office moved smoothly to a new location, providing an enhanced environment for our valued clients and staff with minimal disruption.
- State-of-the-Art Infrastructure: The new office is perfectly equipped with the latest IT and amenities, ensuring a seamless operational flow for both private office and coworking clients.

PARTNERSHIP BUILDING

- Dynamic Partnerships: Millworks continues to flourish with the support of public sector icons such as NOHFC and FedNor, alongside vibrant new relationships with private sector allies like Wishart Law Firm, Stefanizzi Professional Corporation, and Northern Insurance Brokers, enhancing our service offerings for clients.

KEY CLIENT INTERACTIONS

- Impressive Engagement: Responded to **628 inquiries** and facilitated **822 consultations**, fostering entrepreneurial spirit and supporting business expansion.
- Mentorship Success: **Matched 30 eager clients with expert mentors**, creating transformative professional relationships.
- Thriving Employment: **Contributed to the creation of 53 new jobs**, marking a significant impact on local economic vitality.



PROGRAM HIGHLIGHTS

SUMMER COMPANY & STARTER COMPANY PLUS

Empowered aspiring entrepreneurs with funding and training, paving pathways to thriving businesses. Participants benefited from insightful mentorship, igniting a passion for continued growth.

STARTUP VISA PROGRAM

A strategic collaboration with the Toronto Business Development Corporation (TBDC), positioned to attract innovative startups to our vibrant community. This partnership opens exciting doors for new ventures.

CONFERENCES & TRADE SHOWS

Attended Sault Ste. Marie Chamber of Commerce She Leads, the Huron North Funding Forums, and the SBC Ontario Network Conference, resulting in meaningful connections, skill development, and future opportunities for collaboration.

DIVERSE FUNDING SUCCESS

Supported various businesses through strategic funding initiatives, driving impactful growth and innovation.

PRODUCTIVE WORKSHOPS

Hosted 22 empowering workshops, attended by 575 engaged participants, encompassing cutting-edge business strategies.

PROACTIVE COLLABORATIONS

Actively engaged with key governmental agencies, enhancing program effectiveness and innovation through ongoing dialogues and collaborations.







YEAR-END METRICS

- Remarkable Business Growth: **Launched 51 new businesses and sustained 143 existing ones**, showcasing our community's resilience and entrepreneurial spirit.
- **Optimized Occupancy:** Achieved consistent coworking and private office occupancy, reflecting our attractive and supportive business environment.

BUSINESS ATTRACTION INITIATIVES & ACTIVITIES

SIGNIFICANT PROJECTS INITIATED

- Supported the relocation of the Millworks facility
- Port Development: Continued progress on port projects to boost regional economic activity and capacity.
- Working with various consulates on Foreign Direct Investment (Boston, Chicago)



JOBS AND INVESTMENT

- Direct Jobs Identified: **71 jobs** were created from selling industrial land and other economic activities. These will include positions in transportation, fisheries, and manufacturing.
- Economic Growth: Collaborative efforts with stakeholders to foster a robust job market and economic landscape.

CONFERENCES AND LEAD GENERATION

- DistribuTech: **Achieved 36 leads**, showcasing innovative projects.
- Ontario Forest Industries Association: Secured **2 significant leads** and enhanced industry insights for economic opportunities.



STRATEGIC ENGAGEMENTS

- Government Agency Engagement: Collaborated with agencies such as Invest Canada and Invest Ontario to attract businesses and conducted **37 total interactions** across various consulates and governmental bodies.

GREEN HYDROGEN AND RENEWABLE ENERGY PROJECTS

GREEN HYDROGEN INITIATIVE

- Reinvigorated prospects with new partners exploring green hydrogen production.

RENEWABLE ENERGY

- Actively engaging companies to harness wind and solar power, strengthening Sault Ste. Marie's position as a green energy leader. In talks with a major energy producer on developing a significant wind farm in the area.

CLIENT ENGAGEMENT AND POTENTIAL ECONOMIC IMPACT

FORESTRY INITIATIVE

Building a strong presence with potential for $50-$80 million investment and 10-15 jobs, through 8 interactions since an initial conference meeting.

INDUSTRIAL INITIATIVE I

Positioned Sault Ste. Marie as an attractive location with $500 million potential investments creating 100 jobs. Engaged through 14 interactions.

INDUSTRIAL INITIATIVE II

Created compelling opportunities with our unique resources, attracting a potential $1 billion investment and 200 jobs, fostered over 14 meetings.

STORAGE INITIATIVE

Progressed with real estate assessments, potentially bringing $10 million investments and 15 jobs, with 5 key interactions.

AUTOMOTIVE SERVICE INITIATIVE

Facilitated investment of $2.5-5 million, creating 10 jobs, through 7 interactions starting March 2024.

FUTURE INITIATIVES

GREEN HYDROGEN AND BIOMASS HUBS

- Planning to establish these as centers for sustainable growth.

STRENGTHENING PARTNERSHIPS

- Continued collaboration with: First Nations, Government agencies, Canadian consulates, and Michigan partners.

REAL ESTATE AND INFRASTRUCTURE DEVELOPMENT

- **Gateway Site:** Progressed towards its preparation for sale, optimizing the area's economic potential.
- New Developments in the City: New facilities contributing to urban growth, such as the new Legion, Retail Developments and Real Estate.

BUSINESS DEVELOPMENT

SIGNIFICANT PROJECTS COMPLETED AND INITIATED

PORT DEVELOPMENT PROJECT

- Current Status: The initiative to develop a public access port facility in Sault Ste. Marie is underway, with a focus on enhancing trade and growth opportunities. Key objectives and preliminary studies have been outlined.
- Stakeholders Engaged: Initial discussions with municipal, provincial, and federal government entities, as well as industry representatives, have established a foundation for collaboration.
- Next Steps: Continue stakeholder consultations to refine project scope, secure funding commitments, and finalize feasibility and environmental studies to advance toward implementation.
- Project is currently on track.

GATEWAY SITE ENVIRONMENTAL ASSESSMENT

- Current Status: Funding for the Gateway Development Site initiative has been successfully secured through an approved Federation of Canadian Municipalities (FCM) funding request, with additional contributions from the City of Sault Ste. Marie and Economic Development Corporation (EDC). An RFP process has been completed to select a service provider for conducting an Environmental Site Assessment (ESA).
- Stakeholders Engaged: Engagement has involved FCM, municipal leadership, EDC, and the selected service provider.
- Next Steps: Complete the ESA and prepare the property for marketing to prospective developers.

WOOD PARK CRT & YATES AVE (INDUSTRIAL LAND SALES)

- Current Status: Approximately 95% of Yates Avenue properties have been sold, with development and site preparation progressing on most sites. At Wood Park Court, an Environmental Assessment (EA) process was initiated following an RFP. Strategies for marketing and developing the remaining parcels are being actively explored depending on the results of the EA.
- Stakeholders Engaged: Discussions are ongoing with businesses and stakeholders in the vicinity who have expressed interest in the remaining available parcels.
- Next Steps: Finalize and implement new strategies to attract investment, pursue business opportunities for the remaining parcels, and support continued development on sold properties.



INDUSTRIAL LAND ACQUISITION

- Current Status: A geospatial review was conducted by the Economic Development and Planning departments to identify potential industrial land sites for acquisition, guided by criteria aligned with the Economic Development strategic plan. Several promising sites have been identified.
- Stakeholders Engaged: Initial outreach with property owners and relevant stakeholders has begun to assess the feasibility of acquisition and development.
- Next Steps: Conduct detailed feasibility assessments, continue engagement with stakeholders, and prepare recommendations for acquisition and development strategies.

KEY CLIENT INTERACTIONS AND NEXT STEPS

Algoma Steel: Discussed EAF project development and Port Development opportunities.

Arauco: Explored potential adjacent land acquisition and Biofuel Upgrade/Expansion Project.

Tenaris: Focused on Long Range Industrial Strategy Committee objectives.

Watco: Collaborated on Long Range Industrial Strategy Committee objectives.

Algoma University: Supported the ongoing Makwa Waakaa'igan Project, including discussions on City funding contributions.

JOBS SUPPORTED

Wolowich Tool Repair (5-7 jobs): Expansion and development of new headquarters/business location funded through NOHFC Grow Stream and City of Sault Ste. Marie Community Development Fund (CDF)

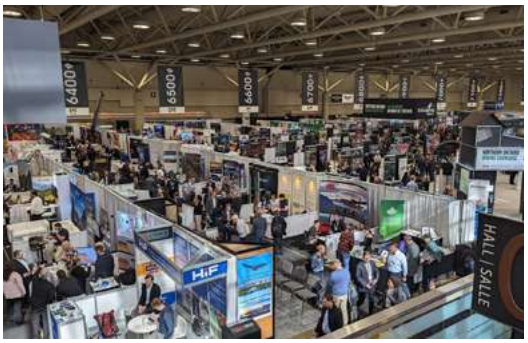
Rolling Pictures Company (12-15 jobs): Expansion and efficiency improvement project funded through NOHFC Grow Stream, NOHFC People and Talent Program, and City of Sault Ste. Marie CDF

Sault Ste. Marie Airport Development Corporation (20-25 jobs): New JD Aero Hanger Expansion funded through FedNor and City of Sault Ste. Marie CDF

TRADE SHOWS/CONFERENCES ATTENDED

ECONOMIC DEVELOPERS COUNCIL OF ONTARIO CONFERENCE

First attendance since 2018. Networked with Ontario's North Economic Development Corporation (ONEDC) reps, Invest Ontario, Invest Canada, and other EcDev stakeholders. Established leads for marketing industrial/commercial land.



PROSPECTORS AND DEVELOPERS ASSOCIATION OF CANADA (PDAC) CONFERENCE

Annual attendance. Engaged with potential developers and investors. Networked with Northern Ontario contingent to support local projects, including the Port Development Project.



CENTRE FOR RESEARCH AND INNOVATION IN THE BIO-ECONOMY (CRIBE) SYMPOSIUM

Locally hosted by CRIBE to connect stakeholders and thought leaders in the bioeconomy. Participated in workshops to identify opportunities and strategies in the sector.

WORKSHOPS

The **InvestSSM Funding Forum** is an annual event hosted by the Economic Development Department, aimed at fostering collaboration among multi-jurisdictional funders, including private equity groups, traditional lending firms, and government funding agencies. The forum provides a valuable opportunity for local businesses and owners to learn about various funding options and resources to support their growth and success.



This year, the event saw impressive growth, with a 25% increase in attendance, totalling **over 130 participants**—a significant jump from the previous year. The forum was successfully restructured into a more casual evening format, which contributed to the increased engagement and networking opportunities.



Plans are already in motion to host the 2025 Funding Forum, further building on the success of this year's event to ensure continued support for local business development.

FUNDING APPLICATIONS SUPPORTED

A number of funding applications were supported through various funding sources for a total of over $700,000.

BUSINESS NAME	FUNDING SOURCE	AMOUNT GRANTED
Tool Repair Company	NOHFC Grow Stream	$153,507
Film Company	NOHFC Grow Stream	$125,000
Film Company	NOHFC People & Talent Program	$110,000
Tool Repair Company	Community Development Fund	$15,000
Film Company	Community Development Fund	$3,500
Warehousing	Community Development Fund	$100,000
Warehousing	Economic Development Corporation	$40,000
Gateway Site	Federation of Canadian Municipalities	$100,000
Gateway Site	Community Development Fund	$100,000
TOTAL		**$747,007**

LONG-TERM INDUSTRIAL STRATEGY TEAM

- Meeting Date: October 2024
- Stakeholders Attending: Representatives from Watco, Algoma Steel, Tenaris, Arauco, Interfor, and City officials.
- Key Themes Identified: Infrastructure and technology development, Funding and capital investment, Access to skilled workers, Access to stable energy solutions
- Next Steps: Develop Terms of Reference and schedule second meeting for 2nd quarter of 2025.

FEDERATION OF CANADIAN MUNICIPALITIES FUNDING GATEWAY

Funding approved by the Federation of Canadian Municipalities and a RFP has been awarded for an Environmental Assessment to get the property ready for sale.

REAL ESTATE

See section 1 (most parcels transacted prior to 2024 with site prep and development occurring in 2024). Continued support through 2025 for site development includes work with Steel Speed and Trimount at this time.

ENGAGEMENT WITH OUR U.S. PARTNERS

A draft Bi-National Agreement has been established in collaboration with US partners and stakeholders, and a critical path for guiding workflow has also been developed.

We continue to advance the relationship and identify potential opportunities for future mutually beneficial growth on both sides of the border.

INDUSTRIAL LAND SALES (YATES AVENUE)

Since the inception of our Industrial Land Sales Strategy in 2021, we have total sales of $2,000,000 before selling expenses. We are sourcing additional land for future development.

YEAR END METRICS

OUTREACH TYPE	PLANNED	ACTUAL
Business/Client Contact	282	408
Funding Applications Supported	4	6

INVESTMENT FUNNEL YTD

BUSINESS NAME	AMOUNT
Rolling Pictures	$250,000
Wolowich Tool Repair	$275,000
Stardust Studios	$600,000
TOTAL	**$1,125,000**

OTHER ACTIVITIES

OTHER ACTIVITIES BY THE ECONOMIC DEVELOPMENT GROUP

- Active participation in the **First Nation-Municipal Community Economic Development Initiative (CEDI)** sponsored by FCM and Cando. Quarterly working sessions were completed to identify areas where the Nation and the City could collaborate to advance both communities.
- The team has developed a **three-year economic development strategy** based upon the Corporate Strategic Plan 2024-2027, focusing on Area 1 – Community Development – Economic Activity – Develop shovel-ready projects to access available funding – Attract new business and ensure sufficient supply of industrial land – Support Entrepreneurs.
- Produced **Affordable Housing Video** highlighting Sault Ste. Marie's unique blend of affordability and lifestyle, aimed at attracting new businesses and residents. The video features passionate testimonials from our local advocates, Graham Atkinson, Kirsten Bursche, and Jamie Coccimiglio.
- Produced **Good Things Happening in 2023** video highlighting community growth and development progress in all areas.
- Active participation in **Ontario's North Economic Development Corporation (ONEDC)** to further the advocacy of growth in the north. Participated in the development of strategic direction and messaging to be used by economic development in our region.
- Facilitated the **Centre for Research and Innovation in the Bio-Economy Forum** in Sault Ste Marie, which attracted several industry professionals to discuss the future of forest development and utilization in the region. Actively engaged with CRIBE on an ongoing basis.
- Economic development leaders have been Invited to join the **Toronto Metropolitan University Economic Development program advisory committee**.
- Ongoing engagement with **Invest Canada and Invest Ontario** to identify business opportunities that can be supported in Sault Ste Marie.



The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT:	Community Development and Enterprise Services
RE:	Designated Heritage Property Grant – Algonquin Hotel

Purpose

The purpose of this report is to seek Council approval of a $3,000 grant to assist with the flat roof replacement and roof drainage repairs at the Algonquin Hotel located at 864 Queen Street East, which is a designated heritage property.

Background

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) is a committee of the Council committed to the identification and preservation of buildings, structures, and lands of cultural and/or historical value or interest and to initiating and promoting a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

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

Through the Designated Property Grant Program, owners may apply to receive one grant per calendar year for work done on the heritage features of their designated heritage property or on specific structures, which ensure the ongoing integrity of their heritage property. The grants do not exceed 67% of the approved project cost and are generally limited to a maximum of $3,000 for a single applicant.

The S.S.M.M.H.C. received a Designated Heritage Property Grant application from Martin Fiser for 864 Queen Street East (Algonquin Hotel) to assist with the flat roof replacement and roof drainage repairs. The property is a heritage building designated under Part IV of the Ontario Heritage Act in 1981.

Analysis
The designated heritage property grant application was reviewed by the S.S.M.M.H.C. The estimated cost of the project is $9,600. The following resolution was passed at the June 2, 2025, meeting of the S.S.M.M.H.C:

Resolved that the Sault Ste. Marie Municipal Heritage Committee recommend that a designated heritage property grant in the amount of $3,000 for the repairs to the roof and roof drainage at the Algonquin Hotel be approved; and further that payment be rendered upon submission of the paid contractor's invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee.

Financial Implications
The 2025 budget for designated heritage property grants is $12,000. The budget can accommodate the request.

Strategic Plan / Policy Impact / Climate Impact
This report is connected to Quality of Life: Arts and Culture - Promote and conserve heritage assets.

Climate Impact

The project seeks to complete a like-for-like roof replacement with no additional energy efficiency or resiliency measures; therefore does not have a climate impact.

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

Resolved that the report of the Manager of Recreation and Culture dated June 2, 2025 concerning the Designated Heritage Property Grant – 864 Queen Street East (Algonquin Hotel) for a grant in the amount of $3,000 to support the flat roof replacement and roof drainage at 864 Queen Street East be approved; further that payment be rendered upon submission of the paid contractor's invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee be approved.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759-5311
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The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT:	Community Development and Enterprise Services
RE:	Noise By-Law Exemption Summer Events 2025

Purpose

The purpose of this report is to request Council approval of a Noise By-Law Exemption for 2025 Summer Events.

Background

Several events occur each year in the downtown core that extend past 11 p.m. and require an exemption to Noise By-law 80-200.

The list includes annual events such as Rotaryfest, New Year's Eve Puck Drop, Vivid Art Fest, and Battle of the Bands, a new event planned for September at the Downtown Plaza.

Analysis

In an effort to streamline the number of reports requesting a Noise By-law exemption, staff are bringing one report to address upcoming events that will extend music and festivities past 11 pm up to 12:30 am. The events are as follows:

1. July 17, 2025, Clergue Park/Civic Centre North Parking Lot for Rotaryfest
2. July 18, 2025, Clergue Park/Civic Centre North Parking Lot for Rotaryfest
3. July 18, 2025, Downtown Plaza for Rotaryfest
4. July 19, 2025, Clergue Park/Civic Centre North Parking Lot for Rotaryfest
5. September 19, 2025, Downtown Plaza for Vivid Art Fest
6. September 20, 2025, Downtown Plaza for Vivid Art Fest
7. September 25, 2025, Downtown Plaza for Battle of the Bands
8. December 31, 2025, Downtown Plaza for New Year's Eve

Financial Implications

There are no financial implications.

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 2025-88 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759.5310
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The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT:	Community Development and Enterprise Services
RE:	Strathclair Capital Funding Reallocation

Purpose

The purpose of this report is to request Council approval to reallocate funds from the Strathclair fence project to support the addition of solar lighting in the Strathclair parking lot.

Background

The Strathclair Sports Complex is located at 639 Black Road. The complex is 86.99 hectares and includes:

- 5 slo-pitch diamonds
- 5 senior soccer fields
- 3 intermediate soccer fields
- 6 junior soccer fields

The Strathclair Sports Complex was allocated capital funding in 2023 to install a chain-link fence around the perimeter of the soccer fields. The project was completed under budget. Staff are requesting that the funding be reallocated to support the installation of solar lighting in the parking lot.

Analysis

Strathclair Sports Complex is immediately adjacent to Sinclair Yards and is the most heavily used Sports Complex scheduled by the City. Staff have reviewed the action items identified in the parks and Recreation Master Plan 2024-2034, specifically focusing on Strathclair Sports Complex action items.

Action item PT50 recommended staff to “conduct a lighting audit to identify priority areas (e.g., parking lot, dog park), and add lighting at Strathclair Park.”.

As part of the 2025 budget Council approved funding to support the installation of lighting at the Strathclair Dog Park.

Staff are requesting that the remaining $77,477 in funding be reallocated to support the installation of solar lighting in the parking lot.

This reallocation, even though it is within the CAO's approval limit, is required as the project is a change in scope.

Financial Implications
There is $77,477 remaining from the 2023 approved capital budget for the Strathclair Sports Complex chain link fence installation, which may be utilized for the requested increase in scope for the 2025 approved capital budget for the Strathclair Dog Park Lighting.

Strategic Plan / Policy Impact / Climate Impact
This report is linked to the Quality of Life focus area: Invest in recreational infrastructure.

Climate Change

Transferring capital funds from the Strathclair fence project to solar lighting in the parking lot supports the City's Corporate Strategic Plan commitment of increasing sustainable infrastructure and reducing emissions. Solar lighting will increase reliance on renewable energy sources and reduce the City's carbon footprint.

This aligns with actions under the Sault Ste. Marie Community GHG Reduction Plan: 2020–2030, specifically in the areas of Corporate Energy. Investing in solar technology also supports the City's long-term goal of achieving net-zero emissions by 2050.

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

Resolved that the report of the Manager of Recreation and Culture dated June 2, 2025 concerning Strathclair Capital Funding Reallocation be received and that the scope of the 2025 Strathclair lighting be changed to include the Strathclair Sports Complex parking lot with a budget increase of $77,477 funded from the remaining 2023 capital budget for the Strathclair fence project.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759-5311
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The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Josh Ingram, Supervisor – Downtown Plaza
DEPARTMENT:	Community Development and Enterprise Services
RE:	Downtown Plaza Operational Update

Purpose

The purpose of this report is to provide Council with an update on the utilization of the Sault Ste. Marie Downtown Plaza throughout 2024, as well as to present staff's key performance indicators and strategic plan for programming and operations in 2025.

Background

The Sault Ste. Marie Downtown Plaza officially launched as a public venue on November 16, 2023, in conjunction with the community's annual Moonlight Magic tree lighting event. The Plaza's oversight and programming fall under the Recreation and Culture portfolio.

In early 2024, a full-time intern was appointed through the Northern Ontario Heritage Fund Corporation (NOHFC) to support Plaza operations. With a full year of programming now complete, staff have compiled benchmark data to establish key performance indicators that will guide planning and decision-making for 2025.

Highlights from the 2024 operational year include:

Utilization:

- 27,300 total visits
- 12,000 skaters
- 16,000 attendees at non-skating events

The Plaza saw the launch of two signature events: Pizzafest and the New Year's Eve Puck Drop, as well as notable partnerships with the Bon Soo Winter Carnival, Poutine Feast, local school boards and academic institutions, and cultural community groups.

In January 2025, a dedicated Supervisor – Downtown Plaza was hired to oversee the venue's daily operations. This was not a new staff complement but a consolidation of duties into one position to optimize performance and efficiency.

This role is responsible for facility maintenance, customer service, coordination of community rentals, and the development and delivery of staff-led events.

Analysis

2025 Key Performance Indicators

Key performance indicators have been established in alignment with the City of Sault Ste. Marie's Corporate Strategic Plan and informed by the 2024 data. The following outlines operational expectations for 2025 in the areas of events, media engagement, and customer service.

Events	**Description**	**2024**	**2025**
Internal Events	Number of events hosted annually	24 events hosted by municipal staff in 2024	Maintain and elevate 24 events annually
External Programming Rentals	Events that utilize the plaza and involve staff collaboration	17 individual events hosted by outside groups	50% increase over 2024 bookings (26)
Public Utilization	Increase the overall foot traffic of the plaza	Attendance tracker for 2024 = 27,397	A 9.5% increase over 2024 numbers (30,000)
Community Engagement	**Description**	**Current Benchmark**	**2025**
Social Media Growth – Instagram	Increase followers, views and interactions on Instagram	As of Jan 31: Total followers: 560	Increase: Followers: 10% Interactions: 100% Views: 25%
Social Media Growth – Facebook	Increase followers, views, and interactions on Facebook	Total Followers: 664 Total Views: 26,259 Reach: 7,956	Increase: Followers: 5% Views: 25% Interactions: 5%
Customer Service	**Description**	**Target**	
Property Standards	Ensure regular maintenance of the plaza to encourage four-season activation	• Increased asset utilization (bonfires, etc.) • Increased snow removal at sitting areas • Increased event signage	
Customer Service	Design a post-event feedback survey to be given to every third-party booking	Assess satisfaction, identify improvement areas, and better meet community needs and expectations.	

Programming Strategy
The strategy for the Downtown Plaza focuses on establishing it as a dynamic, inclusive, and engaging space through a layered approach to programming. This plan emphasizes a mix of active and passive initiatives designed to foster community connection and maximize the plaza's potential while maintaining high-quality customer service standards.

Categorically, activation of the plaza is delineated by:

- Active internal programming led by plaza staff occurring twice a month;
- Active external programming led by an outside organization, assisting with community buy-in, and diversification of program content;
- Passive programming offering visitors casual and ongoing engagement; and,
- Targeted incentives encouraging residents to follow the plaza on social media and attend events, creating a cycle of visibility and participation.

As of the date of this report, 14 events have been launched via the Sault Downtown Plaza's Facebook page.

Internal Events:

- Queen Street Cruise Promo Day
- Hearts and Horsepower in support of Arch Hospice
- 2nd Annual Pizzafest
- VIVID arts • culture • media
- 705 Sound Live Co Presents: Battle of the Bands
- Chill & Chili an Outdoor Adventure Show
- Screening in Halloweentown: A Nightmare Before Christmas screening
- Moonlight Magic
- New Years Eve Puck Drop

External Programming | Rentals

- SSM Festival of Beer 2025
- Emergency Preparedness Showcase
- Sault Ste. Marie Poutine Feast 2025
- The Reel Film Forum Screening: Indiana Jones and Raiders of the Lost Arc

Passive Programming

- May the 4th Star Wars Movie Marathon
- Martial Arts Mondays
- Kids Obstacle Course

These events are not inclusive of the Sault Downtown Plaza's annual calendar but are in a planning stage where staff are confident in launching save-the-date and teaser content publicly.

The decision to launch all events for the 2025 calendar year is due to:

- Facebook Events are being searchable by location, date, and category;
- RSVP tracking, which will help staff to make decisions for the 2026 season;
- Built-in sharing and virality; and
- Notifications and reminders.

Financial Implications
This is an operational matter. There are no financial implications.

Strategic Plan / Policy Impact / Climate Impact
This matter is not specifically identified; however, is linked to the following Corporate Strategic Plan Focus Areas:
Focus Area 1: Social Equity – Support programs that foster a safe, welcoming and inclusive Community
Focus Area 2: Vibrant Downtown – Increase participation and grow the number of events in the Downtown year over year
Focus Area 4: Customer Service – Develop new methods of collecting and analyzing customer feedback
Focus Area 4: Community Partnerships – Facilitate collaboration with neighbouring communities and community groups to achieve shared goals.

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

Resolved that the report of the Supervisor, Downtown Plaza dated June 2, 2025, concerning Downtown Plaza Operational Update be received as information.

Respectfully submitted,

Josh Ingram
Supervisor - Downtown Plaza
705-254-9489
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The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Dan Perri, Director of Public Works
DEPARTMENT:	Public Works and Engineering Services
RE:	2025 Ditching Program

Purpose
The purpose of this report is to inform Council of the proposed 2025 ditching program.

Background
Each year the ditching program is reported to Council for information. This year it is proposed that the program include the re-ditching of approximately 12,748 metres of ditches to improve drainage along municipal roadways. Attached is the listing of the 2025 locations. The program represents approximately 2.49% of the total 512,000 meters of ditches maintained by the City. The budget for this program is $268,923.

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

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

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

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

Resolved that the report of the Director of Public Works dated June 2, 2025 concerning the Public Works 2025 Ditching Program be received as information.

Respectfully submitted,

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

2025 DITCHING PROGRAM

Program will run West to East in 2025 as seen below

CIVIC NO.	STREET	FROM	TO	METRES	DESCRIPTION
58	Parkewood Dr	Civic #42	To civic #74	330	North Side
2273	Base Line	Civic #2253	To civic #2273	137	South Side
2345	Base Line	Civic #2467	To pole #2415	550	South Side
1600	Base Line	Civic #1584	To pole #16743	92	North Side
579	Town Line Rd	Civic #506	Cross culvert across from civic #506	162	West Side
2250	Second Line W	Civic #2234	To pole #17477	343	North Side
2060	Second Line W	Pole #17460	To pole #17464	148	North Side
1022	Carpin Beach Rd	Civic #1022	To civic #982	310	East Side
1340	Carpin Beach Rd	Civic #1344	To pole #17749	100	East Side
1424	Leigh's Bay Rd	Civic #1432	Civic #450 Third Line E	200	East Side
31	Sunset Dr	Civic #31	To civic #31 at the cross culvert	110	South Side
52	Sunset Dr	Civic #28	To civic #58	259	North Side
384	Maki Rd	Civic #308	To civic #384	352	East Side
51	Palomino Dr	Property Line	To property line at Civic #51	24	South Side
1178	Third Line W	Civic #1122	To civic #1190	245	North Side
5	Palomino Dr	Civic #5	To cross culvert at Allen Side Rd	55	South Side
465	Allens Side Rd	Civic #465	To civic #1074 Second Line W	267	West Side
598	Allens Side Rd	Civic #400	To civic #598	660	East Side
1001	Second Line W	Civic #1001	To corner at Allens Side Rd	135	South Side
58	Rosita St	Civic #32	To civic #58	74	East Side
54	Ransome Dr	Civic #54	To cross culvert at Rosita St	46	West Side
114	Allens Side Rd	Civic #114	To pole #B4216	134	East Side
59	Yates St	Off take ditch at dead end	To civic #59	715	South Side
56	Yates St	Off take ditch at dead end	To civic #56	632	North Side
30	Eden Sq	Civic #7 North Eden Sq	To civic #30 Eden Sq	75	West Side
664	Third Line W	Pole #B4533	To pole #B4535	131	North Side
912	Third Line W	Civic #840	To civic #912	265	North Side
1126	Goulais Ave	Civic #1126 Goulais Ave	To pole #15704	278	East Side
30	Wardell Rd	Civic #48	Cross culvert at Goulais Ave	345	North Side
251	East Balfour St	Civic #251	To ravine	100	South Side
294	Rossmore Rd	Civic #294	To #750 Korah Rd	135	East Side
418	Fourth Line W	Civic #418	To ravine	130	North Side
79	Hare Ave	Civic #79	To off take ditch	60	South Side
164	Moss Rd	Civic #152	To civic #176	151	East Side
128	Sackville Rd	Civic #128	To civic #200	320	East Side
50	Melrose Ave	Civic #50	To pole #02868	102	East Side

CIVIC NO.	STREET	FROM	TO	METRES	DESCRIPTION
61	Melrose Ave	Civic #61	To civic #403 Bruce St	136	West Side
122	Wawanosh Ave	Civic #122	To c/b ditch inlet	14	East Side
12	Woodhurst Dr	Civic #12	To civic #96 Westridge Rd	30	North Side
535	Fourth Line E	Civic #387	To civic #545	630	South Side
360	Fourth Line E	Civic #360	To civic #504	310	North Side
1404	Great Northern Rd	Civic #1390	To pole #B7989	102	East Side
86	Killarney Rd	Civic #89	To off take ditch	50	North Side
95	Glengary Gate Cres	Civic #95	To pole #14383	67	West Side
280	Glengary Gate Cres	Civic #280	To ravine	79	East Side
69	Birkshire Place	Civic #69	To civic #64	63	East Side
322	Old Garden River Rd	Civic #310	To civic #350	156	West Side
527	Old Garden River Rd	Civic #527	To civic #537	65	East Side
1492	Old Garden River Rd	Pole #14285	To cross culvert at Case Rd	406	North Side
239	Landslide Rd	Civic #215	To civic #269	170	West Side
1074	McNabb St	Civic #1074	To civic #11 Adeline St	165	North Side
23	Adeline Ave	Civic #11	To civic #164 Farquhar St	179	West Side
23	Manitou Dr	Civic #33	To civic #1018 McNabb St	361	West Side
48	Riverin Ave	Civic #30	To civic #215 Farquhar	138	East Side
110	Bristol Pl	Civic #74	To civic #110	86	East Side
48	Bristol Pl	Civic #42	To civic #32	10	North Side
7	Riverside Dr	Civic #7	To civic #19	63	West Side
735	Black Rd	Pole #15225	To pole #15234	398	West Side
3932	Queen St E	Civic #3932	To pole #07314	148	North Side
4001	Queen St E	Civic #4001	To dead end of River Rd	750	East Side
			Total metres	**12748**	

The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Maggie McAuley, Manager of Design and Transportation Engineering
DEPARTMENT:	Public Works and Engineering Services
RE:	Contract 2025-3E Sackville Road Extension

Purpose

The purpose of this report is to obtain approval to award Contract 2025-3E for the construction of the early works in the ravine for the Sackville Road extension.

Background

Council approved the early works phase of the Sackville Road extension in the 2025 Capital Budget.

Tenders were received via the City's electronic bidding system. Submissions were opened on Thursday, May 15, 2025, in the presence of City staff. Tender results were made public on the project page in the electronic bidding system

Analysis

Work in this early works phase includes the installation of the culverts and the filling of the ravine above the culverts to allow for settlement.

A total of three tenders were received. All tenders submitted were checked by Kresin Engineering and found to be complete and valid. ***Kresin Engineering***'s tender report is attached. The low tender of $5,992,165.25 (excluding HST) was received from Pioneer Construction Inc.

Financial Implications

When allowances for engineering and non-recoverable HST are added, the City's cost to complete this project is projected to be $6,704,371. This can be accommodated within the City's budget of $4,000,000 allocated to Sackville Road extension from 2025 Capital Transportation Plan and the part of the $5,253,000 funding from the Housing-enabling Core Systems Fund. The overall project is tracking over budget at this time. Staff will report back to Council with further budget updates when the next and final phase of the project is awarded 2026.

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

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

Resolved that the report of the Manager of Design and Transportation Engineering dated June 2, 2025 concerning the construction of the early works in the ravine for the Sackville Road extension be received and that contract 2025-3E be awarded to Pioneer Construction Inc.

The relevant By-law 2025-91 authorizing execution of Contract 2025-3E is listed under Agenda item 12 and will be read with all by-laws under that item

Respectfully submitted,

Maggie McAuley, P.Eng.
Manager of Design and Transportation Engineering
705.759.5385
m.mcauley@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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Maggie McAuley, Manager of Design and Transportation Engineering
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Strategic Plan / Policy Impact / Climate Impact
This report is linked to the infrastructure focus area of the strategic plan.

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

Resolved that the report of the Manager of Design and Transportation Engineering dated June 2, 2025 concerning the construction of the early works in the ravine for the Sackville Road extension be received and that contract 2025-3E be awarded to Pioneer Construction Inc.

The relevant By-law 2025-91 authorizing execution of Contract 2025-3E is listed under Agenda item 12 and will be read with all by-laws under that item

Respectfully submitted,

Maggie McAuley, P.Eng.
Manager of Design and Transportation Engineering
705.759.5385
m.mcauley@cityssm.on.ca

KRESIN Engineering Corporation

536 Fourth Line East
Sault Ste. Marie, ON
P6A 6J8
705-949-4900
info@kresinengineering.ca

May 20, 2025
Ref. No. 2468.15

2000 - 2025 25 years

City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Attention: **Maggie McAuley, P. Eng.**
Municipal Services and Design Engineer

Re: **City Contract No. 2025-3E**
Sackville Road Extension – Phase 1 Early Works

Dear Ms. McAuley:

We have reviewed the tenders received by the City for the above-noted Contract and present herein our Tender Report and Recommendations.

Introduction

The work generally consists of supplying all materials, labour and equipment necessary to install three culverts for the Sackville Road extension between Mary Avenue and Third Line East. The work includes the installation of a 44-meter long 825mm diameter circular concrete culvert, a 39-meter long 1800mm diameter circular concrete culvert, and a 64-meter long 2400mm diameter circular concrete culvert, as well as pre-consolidation wickdrains, placement of surcharge load material; and other related work.

The contract was tendered by the City's Purchasing Department, with tender documents being made available to contractors commencing Thursday April 24th, 2025. During the tender period, there were a total of fourteen (14) plantakers including contractors, material suppliers and others. A copy of the tender notice was also provided to the Sault Ste. Marie Construction Association to inform interested members.

During the tender period, various inquiries from plan takers were received regarding the technical specifications and drawings. As a result, three (3) addenda were issued to provide clarification on specific items.

Summary of Tenders

Three (3) bids were submitted prior to the tender closing deadline of 3:00 p.m. on Thursday, May 15, 2025. The tender results were publicly posted to the Sault Ste. Marie Bids & Tenders page following the tender closing. Following the tender opening, the bids were reviewed by City staff to ensure the submissions were in general compliance with the tender documents, including the tender deposit and bonding requirements.

The following are the results, excluding HST, as read at the opening:

	Contractor	Total Tender Price
1.	Avery Construction Ltd.	$9,186,754.95
1.	Pioneer Construction Inc.	$5,992,165.25
2.	Trimount Construction Group Inc.	$6,695,679.45

Following the tender opening, the submissions were forwarded via email to Kresin Engineering Corporation for detailed review.

Tender Review

The submissions were reviewed with respect to requirements set out in the Instructions to Tenderers and the Schedule of Prices. The following specific comments were noted from the review of the submissions:

1. The submissions were checked for mathematical errors. No errors were found.
2. The documents called for submissions of tenderers' experience, staff, and proposed sub-contractors. All bidders complied.
3. The tenderers were required to acknowledge receipt of Addenda. All bidders acknowledged receipt of the three (3) addenda issued.

Discussion

We note that the submissions received are in compliance with the requirements outlined in the tender documents. Based on the information provided and on Kresin Engineering's experience working with these contractors, we are satisfied that all three tenderers have proven capabilities with similar projects and are expected to be able to complete the proposed work within the required timeline.

With respect to the low tenderer, Pioneer Construction Inc., it is noted that they have successfully carried out numerous similar projects to the satisfaction of the City in recent years and senior staff have significant experience and proven capabilities.

Based on the costs for recently completed projects, the low tender price of $5,992,165.25 (excluding HST) is reasonable for the scope of work involved in the Sackville Road Extension. We note that the difference between low bid and the next highest is approximately 12% which indicates that the tender process was relatively competitive and the City has likely received a price reflective of current market conditions.

Recommendations

Based on our review of the tenders submitted we present the following recommendations for the City's consideration.

1. We recommend that the tender submitted by Pioneer Construction Inc. in the amount of $5,992,165.25 (excluding HST) be accepted for award.

Attached please find a draft Form of Agreement for your review.

We further recommend that the Tender Securities received from both Pioneer Construction Inc. and Trimount Construction Group Inc. be retained until a contract has been properly and fully executed.

Please call should you have any questions or require further elaboration / clarification regarding this Tender Report.

Thank you.

Yours very truly,
Kresin Engineering Corporation

Michael Kresin, P. Eng
Consulting Engineer

Joseph Rosso
Engineering Intern

mk/jr
2468 tender report.docx

The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Maggie McAuley, Manager of Design and Transportation Engineering
DEPARTMENT:	Public Works and Engineering Services
RE:	2025-6E Great Northern Road Resurfacing

Purpose

The purpose of this report is to obtain approval to award Contract 2025-6E. The project includes the resurfacing of Great Northern Road from Third Line to Wigle Street.

Background

On January 27, 2025, the Province announced that the City of Sault Ste. Marie had been selected for funding through the Ministry of Transportation 2025-26 Connecting Links Program. The Ministry's maximum provincial contribution for 2025 is $2,993,720 towards the resurfacing of Great Northern Road.

Tenders were received via the City's electronic bidding system. Submissions were opened on Thursday, May 22, 2025, in the presence of City staff. Tender results were made public on the project page in the electronic bidding system

Analysis

A total of two tenders were received. The tender submissions were reviewed and found to be complete and valid. The low tender of $2,813,005 (excluding HST) was received from Pioneer Construction Inc.

Financial Implications

The combined City/Connecting Link budget for this project is $3,393,720.

When non-recoverable HST and utility allowances are added, the City's cost to complete this project is projected to be $2,862,514. This amount can be accommodated within the available combined City and Connecting Link budget. The limits of the contract will be extended north on Great Northern Road up to $3,293,092, which is the limit of the available Connecting Link funding and the City's required contribution, in order to maximize the funding.

Strategic Plan / Policy Impact / Climate Impact

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

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

Resolved that the report of the Manager of Design and Transportation Engineering dated June 2, 2025 concerning the resurfacing of Great Northern Road be received and that Contract 2025-6E be awarded to Pioneer Construction Inc.

The relevant By-laws 2025-92 authorizing execution of Contract 2025-6E and By-law 2025-93 authorizing the intermittent road closure of Great Northern Road from Third Line to Wigle Street including intersections from June 3, 2025 to November 14, 2025 are listed under Agenda item 12 and will be read with all by-laws under that item

Respectfully submitted,

Maggie McAuley, P.Eng.
Manager of Design and Transportation Engineering
705.759.5385
m.mcauley@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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Maggie McAuley, Manager of Design and Transportation Engineering
DEPARTMENT:	Public Works and Engineering Services
RE:	Lyons Avenue and Wellington Street West Lane Configuration – Korah Road to Carmen's Way

---

Purpose

The purpose of this report is to provide Council with an update to the implementation of the Wallace Terrace – Lyons Avenue municipal class environmental assessment (EA).

Background

An EA was initiated in 2020 to study a lane reduction or "road diet" of Wallace Terrace and Lyons Avenue from Brookfield Avenue to Carmen's Way. Wallace Terrace was identified for further study in the 2015 Transportation Master Plan. The limits were extended to include Lyons Avenue to Carmen's Way.

A traffic operations analysis was completed by the Consulting team for the entire length of the corridor to review the reconfiguration of the lanes to one lane in each direction, a centre turn lane and cycling lanes in both directions. The recommendations from the report can be summarized as follows:

- The traffic operations at both the intersection and corridor levels within the study area under existing conditions are performing optimally, meaning there is excess capacity.
- Under the road diet scenario, traffic generally maintains a high level of service with minimal drops at certain intersections.
- The analysis of the road diet scenario supports the viability of implementing a buffered bike lane.

During the EA, the City held a Public Information Centre on February 8, 2023 at the Northern Community Centre. Notices were distributed to properties abutting the project corridor, published in the Sault Star and posted on the City's social media accounts and website.

The Public Information Centre was attended by eight community members. One expressed negative comments and the rest of the comments were generally in favour of the project.

At the April 11, 2023 Council meeting, Council approved the implementation of the changes, including:

- Proceeding with the lane reconfiguration to include one lane in each direction, a centre turn lane, and cycling lanes in each direction, in a future resurfacing program;
- Completing the speed review;
- Removing the traffic signals at Wallace Terrace and Goulais Avenue and replacing them with two-way stop control, including a flashing red light above the stop signs for a minimum of one year; and
- Updating the traffic by-law as required.

During that Council meeting, Council expressed concern with traffic turning right at Carmen's Way. Staff agreed to review this during detailed design.

Thus far, the Wallace Terrace EA has been implemented in the following phases:

- Phase 1 – In 2023, Wallace Terrace was resurfaced from Allen's Side Road to Goulais Avenue. From Allen's Side Road to Rowell Ave to Goulais Avenue, Wallace Terrace was converted from four lanes to three lanes.
- Phase 2 û In 2024, the resurfacing of Wallace Terrace from Goulais Avenue to Korah Road was completed, and a road diet was implemented within these limits.
- Phase 3 – In 2025, the traffic signal removal study is underway. The final phase, Lyons Avenue from Korah Road to Carmen's Way is planned for this summer, and the remainder of the road diet can be implemented.

At a recent Council meeting, the draft Active Transportation Master Plan was presented as a long-term strategic plan that outlines the goals, policies, and investments needed to enhance active transportation in the community. A proposed priority of this plan will be a western loop of the Hub Tail. Active transportation infrastructure is currently limited in the west end of the city. The Wellington Street West underpass was identified as a Special Area in the Draft ATMP which recommended reducing the lanes through the underpass to provide cycling facilities. There are a limited number of rail crossing locations that connect the west end to the east and central parts of the City.

Analysis

Staff has received numerous complaints about the intersection of Korah Road and Wallace Terrace since the implementation of Phase 2. Similar complaints were received the previous year at the intersection of Goulais Avenue and Wallace Terrace. The current layout of the lanes at the intersection is temporary to transition from a four-lane section into a three-lane cross-section while allowing for

acceptable lane alignments. When Phase 3 of the road diet is implemented, the eastern lanes of the Korah Road intersection will line up through the intersection, matching the lane geometry from west to east. Staff are also proposing a right turn lane which is supported by traffic data. See Figure 1 for proposed lane configurations at the Korah Road intersection.

Figures 2 and 3 show the lane configuration at Patrick Street and Wellington Street West. Figure 4 shows the lane configuration at Carmen's Way, where a right turn was added to address the concerns raised by the Council at the time of the EA approval. The eastbound bike lane is transitioned into a shared lane to accommodate the right-turn lane. The installation of bollards to separate the cycling lane from the vehicular lane will be considered for the section of road through the underpass.

Continuing the road diet on Lyons Ave between Korah Road and Carmen's Way has the following benefits:

- With the completion of the road diet, Wellington Street West, Lyons Avenue, and Wallace Terrace will all consist of a single lane in each direction which will allow for continuous flow and eliminate the weaving and speeding to jockey for position that is seen now at the transition sections;
- The continuation of the road diet allows for the continuation of the cycling facilities through the underpass, a critical connection for Active Transportation. This will lead cyclists to the Carmen's Way intersection which is a safe crossing to connect to the existing Hub Trail allowing users to continue to the Downtown sections;
- Having one lane in each direction through the underpass shifts traffic away from the storm infrastructure installed at the lowest point of the underpass. Vehicle loading often damages these catchbasins; and
- Further benefits of road diets include reduced operating speeds, reduced rear-end collisions, and improved winter maintenance operations due to added room for snow storage.

Recently, Public Works staff have advised that a storm sewer repair is required at the bottom of the underpass. Staff have included items in the tender to address these issues; however, there are no identified funds for these repairs. Should the tender value be over the approved resurfacing budget, staff may adjust the limits of the contract to end at a point west of the underpass. This would result in a fourth phase of this project in 2026, being required to complete the sewer repairs and the road diet up to Carmen's Way.

Financial Implications

There are no immediate financial implications to report, staff will bring a report to Council on June 23, 2025 which will outline the project costs and recommend a tender award.

Strategic Plan / Policy Impact / Climate Impact

Road resurfacing and active transportation infrastructure are linked to the Infrastructure and Quality of Life areas of our Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated June 2, 2025 concerning Lyons Avenue Lane Configuration – Korah Road to Carmen's Way be received and that staff continue with implementation of the approved environmental assessment.

Respectfully submitted,

Maggie McAuley, P.Eng.
Manager of Design and Transportation Engineering
705.759.5385
m.mcauley@cityssm.on.ca

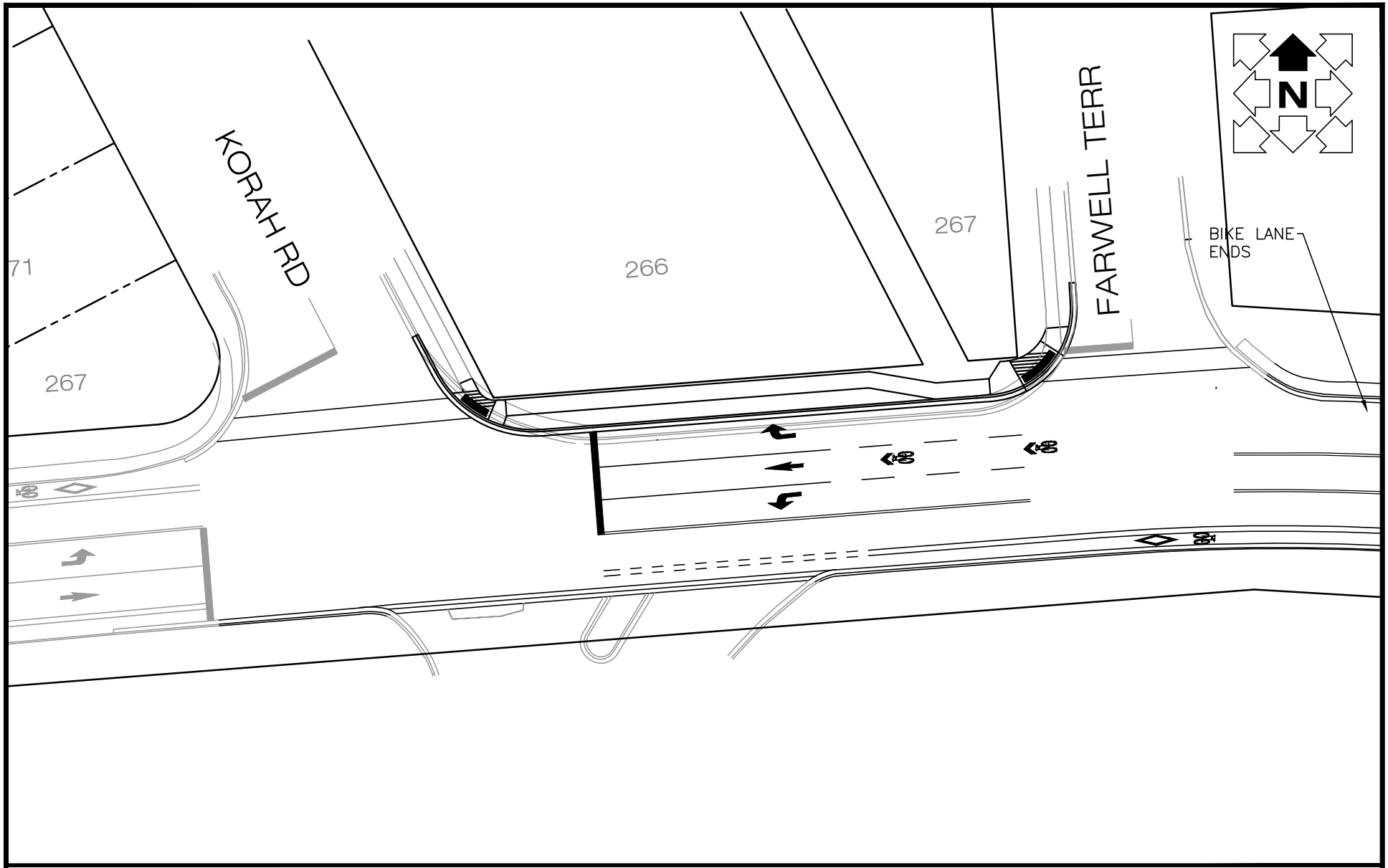


FIGURE 1: Lyons Avenue at Korah Road

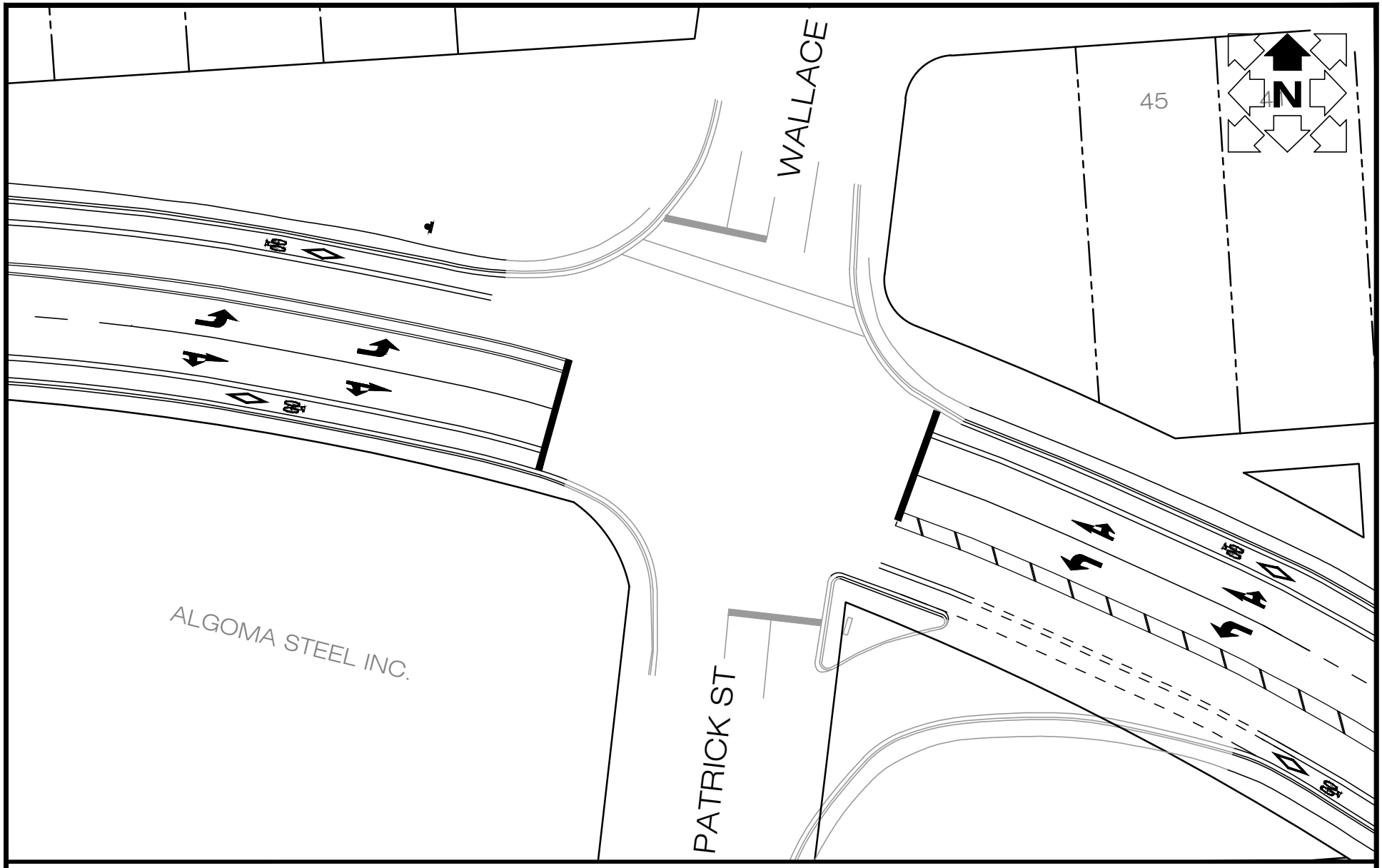


FIGURE 2: Lyons Avenue at Patrick Street

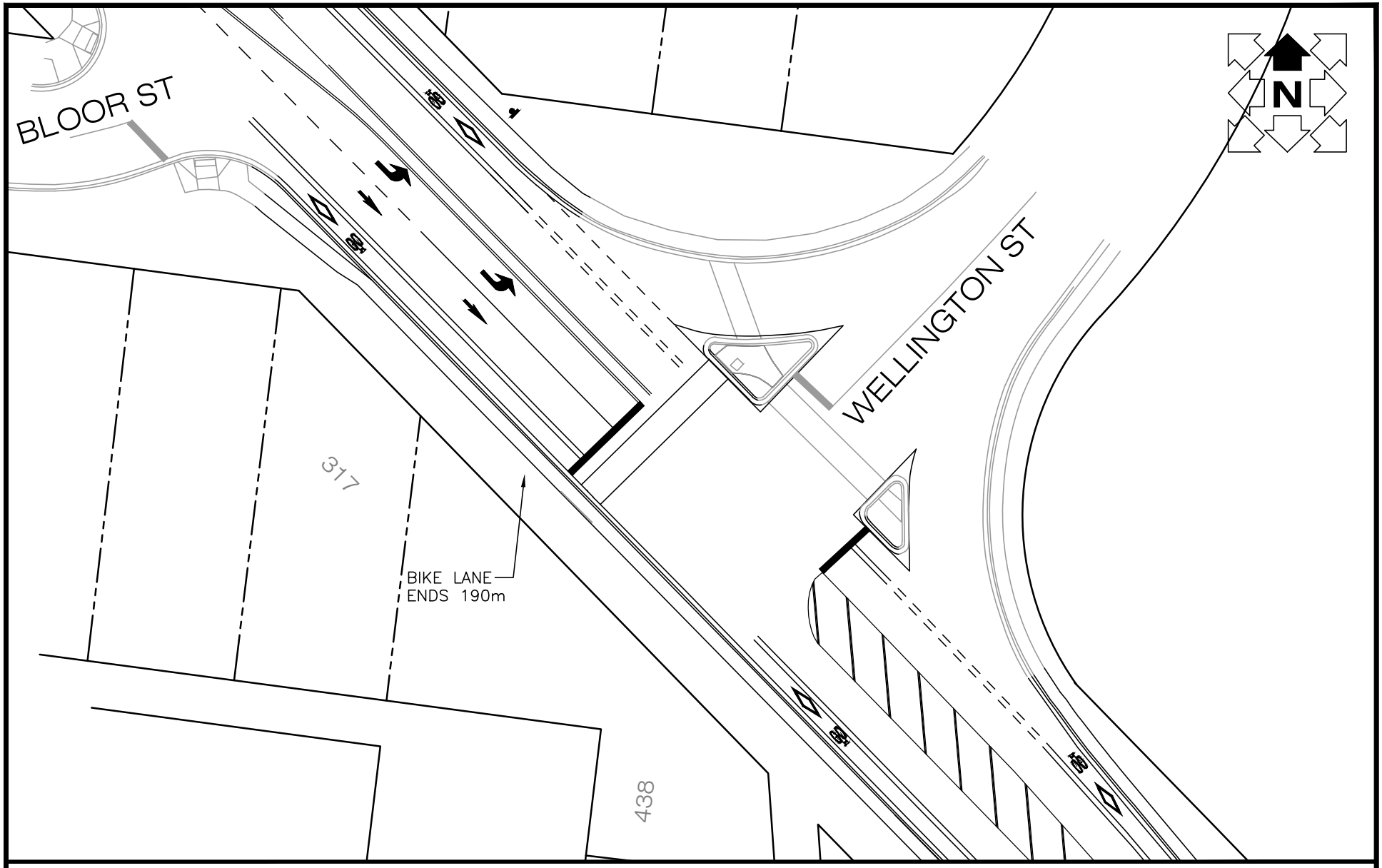


FIGURE 3: Lyons Avenue at Wellington Street West

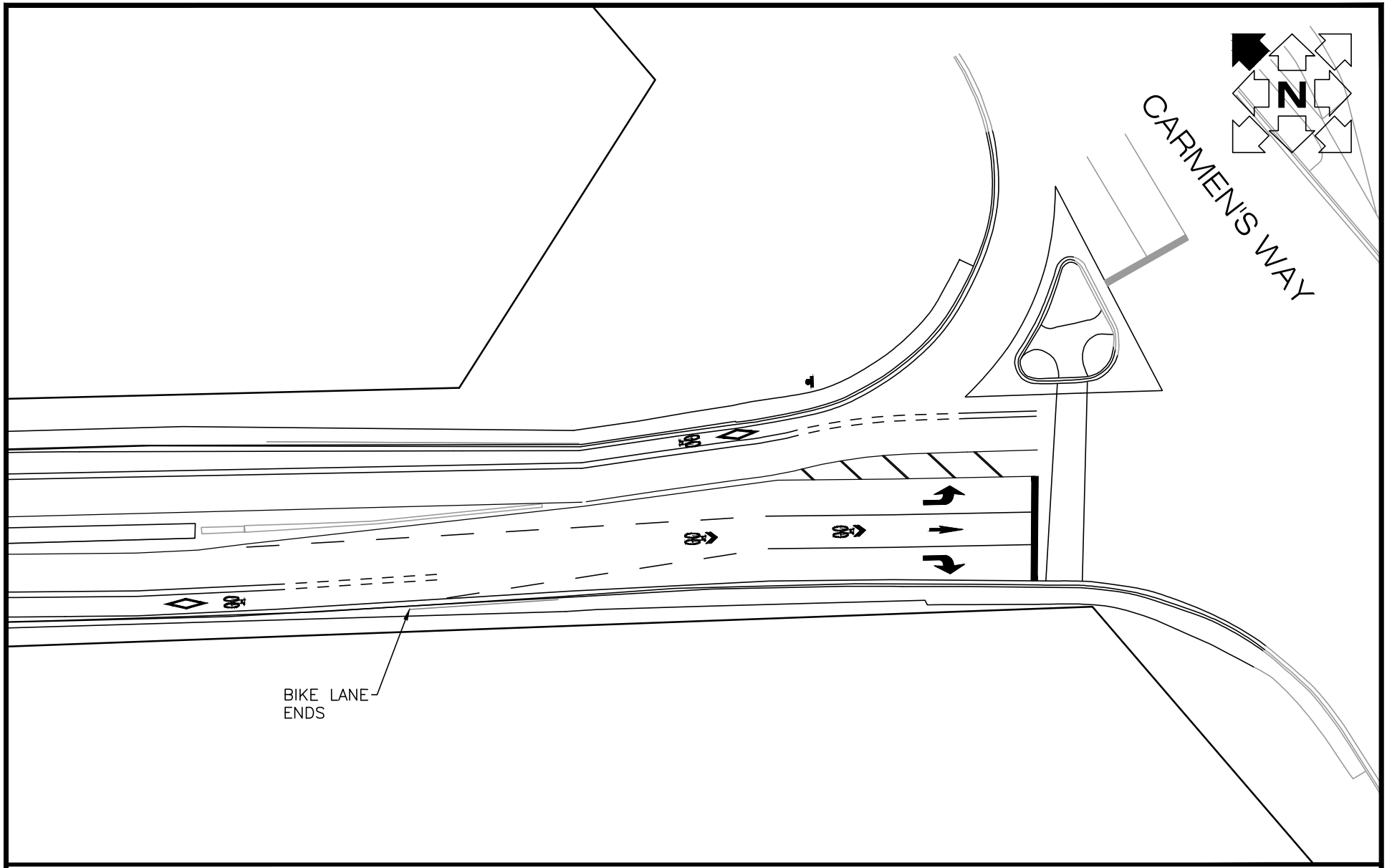


FIGURE 4: Lyons Avenue at Carmen's Way

The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Property Acquisition – Part of Allen's Side Road (Mark Lepore on behalf of Frank Barban and Reno Gasparetto

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Purpose

The purpose of this report is to seek approval from Council for the acquisition of a portion of Allen's Side Road in front of 1190 Allen's Side Road (PIN 31602-0229 (LT) PT SEC 22 KORAH AS IN T94633 EXCEPT PT 1-3 IR1231; SAULT STE. MARIE), being the "Subject Property".

ATTACHMENT

Attached as Schedule "A" is a map of the Subject Property.

Background

The Subject Property is located in front 1190 Allen's Side Road and is owned by Frank Barban and the late Reno Gasparetto. The City was contacted by Mark Lepore, Solicitor, on behalf of his client, Frank Barban. Mr. Lepore confirmed that the title search of his clients' property revealed that a portion of the property owned by Frank Barban and Reno Gasparetto was being used as a part of Allen's Side Road and requested that the City acquire this part.

The request was circulated to the Planning Division and the Engineering Division for comments. There were no concerns regarding the City's acquisition of the Subject Property. Legal recommends the City acquire the Subject Property to obtain title to these lands.

Analysis

Not applicable.

Financial Implications

The Subject Property is being acquired for a nominal amount of One ($1.00) Dollar. The City will be responsible for the costs associated with the acquisition of the Subject Property.

Strategic Plan / Policy Impact / Climate Impact
Not applicable.

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

The relevant By-law 2025-90 is listed under item 12 of the Agena and will be read with all by-laws under that item.

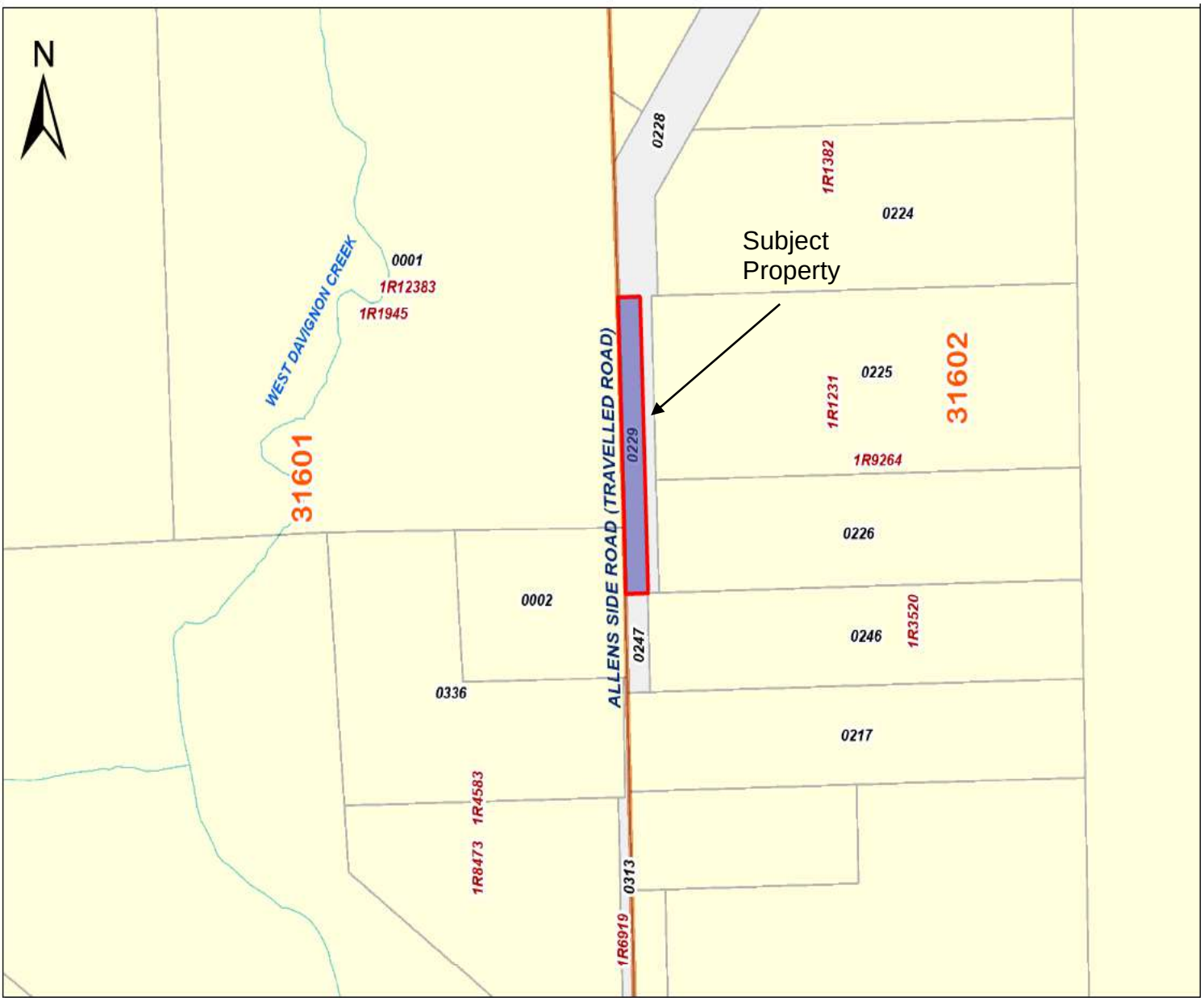
Respectfully submitted,

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

MBS/jg
Attachment

https://ssm.escribemeetings.com/Reports/Property Acquisition - Portion of Allen Side Road.docx

Schedule "A"


N
Subject Property
WEST DAVIGNON CREEK
ALLENS SIDE ROAD (TRAVELLED ROAD)
31601
31602
0001
1R12383
1R1945
0228
1R1382
0224
0225
1R1231
1R9264
0229
0226
0002
0247
0246
1R3520
0336
0217
1R4583
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1R6919

The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik – Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Property Acquisition – Portion of Old Goulais Bay Road – Joseph Greco on behalf of Mark Anthony Tatasciore

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Purpose

The purpose of this report is to seek approval from Council for the acquisition of a portion of Old Goulais Bay Road (PIN 31508-0060) (LT) PT SEC 7 TARENTORUS AS IN T107963 EXCEPT PT 1 3925, PT 1 & 2 1R8285, T384616, T365115, T131264 BEING TRAVELLED RD; SAULT STE. MARIE ("Subject Property").

ATTACHMENT

Attached as Schedule "A" is a map of the Subject Property.

Background

The Subject Property fronts 1124 Old Goulais Bay Road and is owned by Mark Anthony Tatasciore. The City was contacted by Joseph Greco, Solicitor, on behalf of his client. Mr. Greco confirmed that the title search of his client's property revealed that a portion of the property owned by his client was being used as part of Old Goulais Bay Road and requested that the City acquire this part.

The request was circulated to the Planning Division and Engineering Division for comment. There were no concerns regarding the City's acquisition of the Subject Property. Legal recommends the City acquire the Subject Property to obtain title to these lands.

Analysis

Not Applicable.

Financial Implications

The Subject Property is being acquired for a nominal amount of One ($1.00) Dollar. The City will be responsible for the costs associated with the acquisition of the Subject Property.

Strategic Plan / Policy Impact / Climate Impact

Not Applicable.

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

The relevant By-law 2025-89 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

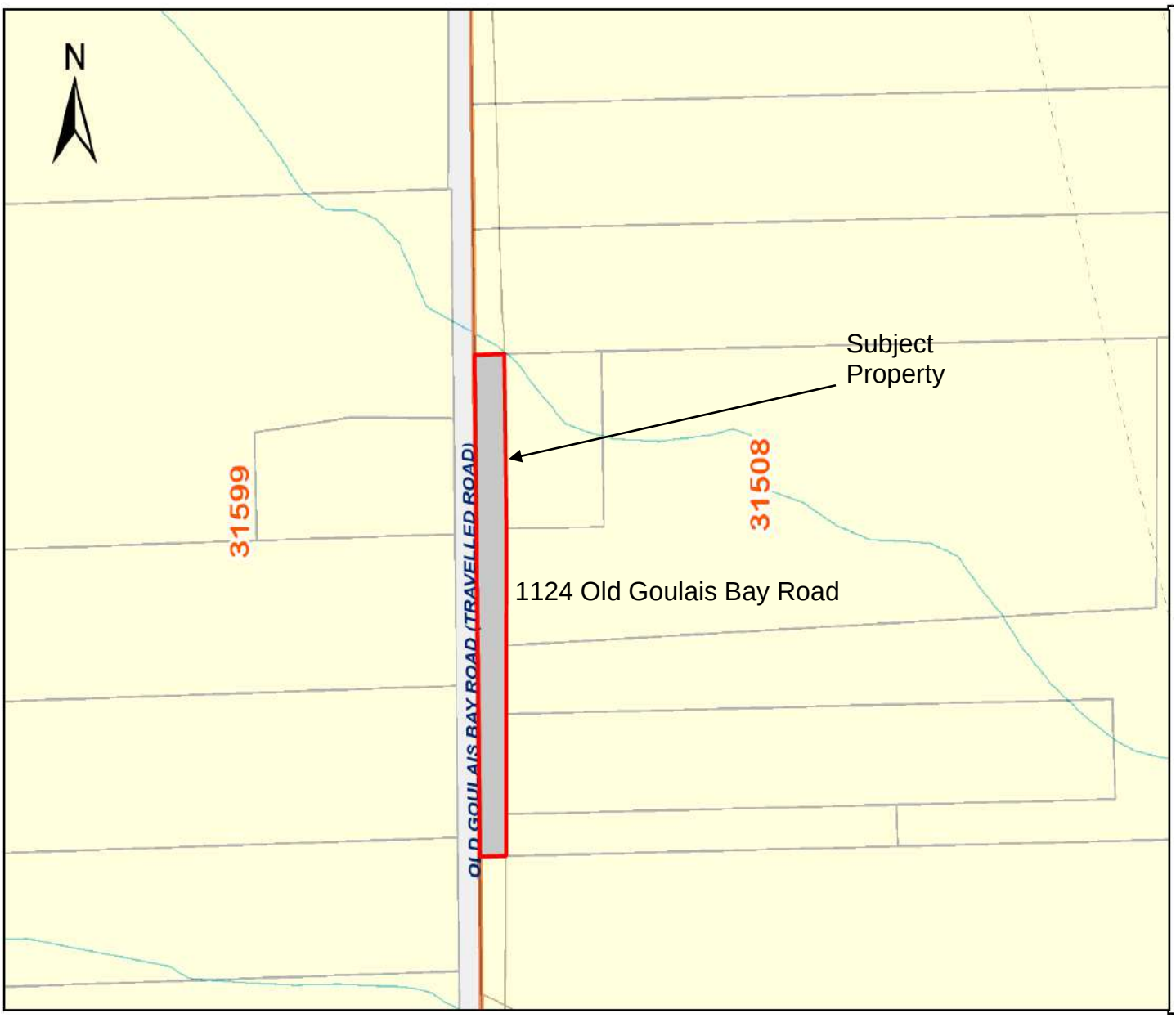
Respectfully submitted,

Melanie Borowicz-Sibenik
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MBS/jg
Attachment

https://ssm.escribemeetings.com/Reports/Property Acquisition - Portion of Old Goulais Bay Road.docx

Schedule “A”


N
Subject Property
31599
31508
1124 Old Goulais Bay Road
OLD GOULAIS BAY ROAD (TRAVELLED ROAD)

The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Travis Anderson, Director Tourism and Community Development
DEPARTMENT:	Community Development and Enterprise Services
RE:	Waterfront Design Master Plan Adoption and Funding Consideration

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Purpose

The purpose of this report is to seek Council approval to adopt the Waterfront Master Plan. Staff are also seeking authorization to pursue funding opportunities for implementation of Phase One of the plan, including increasing the Municipal Accommodation Tax from four to six percent.

Background

In December 2023, the City of Sault Ste. Marie, in partnership with Tourism Sault Ste. Marie (TSSM) and Destination Northern Ontario (DNO), selected O2 Design to develop a Waterfront Design Master Plan.

Spanning from the Canal District to the Bushplane Museum, the Waterfront Master Plan was an exercise in tourism, community development, and place-making. The plan took into consideration community feedback, existing infrastructure along the waterfront, and seamless connections to Queen Street, the focal point of commercial activity. This initiative presents an opportunity to develop a waterfront that will support opportunities for tourism and economic development and transform the existing waterfront into a world-class feature.

The purpose of the Waterfront Design Master Plan is to guide the future development of the waterfront in a strategic manner that enables the community to make the most of one of its greatest assets. The Master Plan is just that—a plan for future development. It will not be accomplished in one project but by an ongoing series of developments over the coming decades, paced by available funding, community priorities, and opportunities for co-investment with partners.

Beyond the economic impact, the project will directly enhance the quality of life for residents. The investment will give families a central waterfront gathering place, provide youth with accessible recreation, and offer seniors and all residents an inviting place for social connection, wellness, and outdoor activity. In an era where quality of life is a key factor in workforce attraction and retention, investment in the

waterfront will help make Sault Ste. Marie a more desirable place to live, work, and invest.

Analysis

Sault Ste. Marie's Waterfront Design Master Plan envisions transforming the City's waterfront into a vibrant, accessible, and year-round destination for residents and visitors. The plan connects civic, cultural, and natural assets—from the Canal District to the Bushplane Museum—through a continuous promenade, public spaces, and active transportation routes.

Community input helped shape the waterfront design, connecting key destinations, natural landscapes, cultural nodes, and seamless north-south connections to Queen Street, with anchor destinations such as the Roberta Bondar Pavilion, Clergue and John Rowswell Parks, and a contemplated eco-park on the current Suncor property.

Public consultation was conducted in three phases between December 2023 and March 2024. Over 900 residents participated through online surveys, pop-up events at the Station Mall, John Rhodes, Northern Community Centre, Soo Market, and a public open house at the Civic Centre. Meetings were also held with the Algoma Art Gallery, Rotaryfest, the Bushplane Museum, tourism operators, and business owners within the project area. The engagement process aimed to gather diverse community input to shape a shared vision for the waterfront's future.

Key findings highlighted strong public interest in family-friendly amenities, such as a destination playground, urban beaches, river pools, and enhanced access to the water for recreation. Participants also emphasized the need for more tourism and economic activity while maintaining a balance of environmental sustainability. This feedback directly informed the plan's design principles and programming priorities, creating a visionary yet achievable plan.

Phased Approach:

Given the broad scope of the plan—from the Canal District to the Bushplane Museum—it is designed to allow for phased implementation. This means the City can move forward in financially manageable stages, providing time to secure internal and external funds and assess the project's success along the way.

Phase One is centred in Clergue and John Rowswell Park and includes items listed among the top five items that residents want to see in the waterfront: a destination playground, urban beach, and river pool. These features will establish Sault Ste. Marie as a leading waterfront destination in Northern Ontario and beyond.

Based on data collected from comparable projects, the destination playground, urban beach, and river pool are projected to increase the number of visits annually by upwards of thirty percent. This increased visitation and spending will flow through our local economy, from dining and shopping to hotel night stays – the waterfront will become a powerful and consistent source of revenue for the community, laying the foundation for future phases.

A summary of the amenities included in Phase One is provided below:

Destination Playground:

This signature play space will feature large play structures akin to public art, modeled after imaginative designs, like the sturgeon-themed structure from Pier 26 in New York. The play features will be large enough to be visible from Sault Ste. Marie, Michigan enticing visitors to our waterfront. The multi-generational space combines artistic, nature-inspired elements with accessible equipment, fostering creativity and family interaction, making it a regional attraction for both residents and tourists.

Urban Beach:

Inspired by Toronto's Sugar Beach, this sandy waterfront area offers the opportunity to view enormous freighters passing through the St. Marys River while relaxing in features like beach umbrellas, Muskoka chairs, and tanning decks.

River Pool:

Modeled after Ottawa's NCC River House, the floating river pool in the St. Marys River will provide safe, supervised water recreation. With amenities like floating platforms and on-deck seating, it offers a unique urban swimming experience, promoting active lifestyles and attracting visitors.

Tourism, Economic and Community Development:

The Waterfront Design Master Plan is not merely a beautification project but a strategic economic development initiative. High-quality waterfronts are proven to generate significant returns through increased tourism, business development, and increased property value. Transforming the waterfront into a vibrant, four-season attraction, will create jobs, increase visitor spending, and catalyze private sector investment.

Through the efforts of Tourism Sault Ste. Marie, the City has made significant strides in growing its reputation as a tourism destination, with millions in visitor spending injected into the community annually. Reinforcing the benefits of tourism on the local economy, a study by Deloitte in 2023 reported that visitors spent $150 million in debit and credit transactions, excluding cash and third-party bookings.

Investing in the waterfront supports the broader tourism strategy by increasing overnight stays, enhancing visitor experience, and differentiating Sault Ste. Marie from other destinations. It is central to realizing the City's full potential. Signature public spaces, such as the Halifax waterfront, Vancouver's seawall, or San Antonio's River Walk, function as brand icons for communities. For Sault Ste. Marie, the reimagined waterfront that includes a destination playground, urban beach, and river pools will not only serve residents but also become must-see attractions for visitors from Canada and abroad. A projected thirty percent increase in visitations, driven by a combination of existing tourism assets and new waterfront attractions, could add an estimated $45 million in new spending annually.

Funding options:

The economic return on investing in the waterfront will be significant and sustained; however, there will be a meaningful cost to the City to fund the project. The estimate for Phase One, including a 30 percent contingency, is $17 million, of which the City's share is projected to be less than 50% (less than $8.5M) based on previous success in obtaining funding and sponsorships. Phase One is estimated to be constructed over a two-year period. To limit the potential impact on ratepayers, staff have undertaken a review of available funding sources to support the construction of the project. Details of potential funding sources are provided below.

Municipal Accommodation Tax:

The Municipal Accommodation Tax (MAT) provides an effective opportunity to generate revenue directly from visitor spending while ensuring no impact on the City's property tax base. These funds, in addition to other municipal sources, could then be used to leverage funds from federal and provincial grants. To increase the available funds for implementing the Waterfront Design Master Plan, staff are recommending that Council approve a rate increase from 4% to 6%.

The 2% increase in MAT will not impact the competitiveness of local hotels as, on average, it is expected to translate into an additional $2.87 per room night cost. Additionally, room rates are, on average, $20 less than hotels in northeastern Ontario and $45 less than northwestern Ontario, so the proposed increase would be nominal. Further, several cities have already implemented a 6% MAT, so Sault Ste. Marie is not an outlier in terms of MAT rates.

Based on current budget levels, increasing the MAT from 4 to 6% could generate an additional $650,000. These additional funds, along with the City's existing share of the MAT, would be allocated to implementing the waterfront design and used to leverage other grant monies. Implementing an increase to the MAT now will enable the City to accumulate a reserve of funds that can be utilized at the appropriate time to advance Phase One of the project. Staff propose that the increase come into effect on September 1, 2025.

Staff have discussed the proposed MAT increase to fund waterfront improvements with the Tourism SSM (TSSM) board. Given the precedent of MAT increases by other communities, including but not limited to Toronto, Ottawa, Kingston, and Sudbury, and that the additional funding would be applied directly to the development of a major tourism attraction (the waterfront), TSSM is in support. In recognition of their support, on May 13, 2025, the board of TSSM passed the following resolution:

Be it resolved that Tourism Sault Ste. Marie supports an increase to the Municipal Accommodation Tax from four percent (4%) to six percent (6%), with the additional two percent (2%) to be allocated toward the implementation of the Waterfront Design Master Plan.

Allocation of Capital Boardwalk Repair Budget:

The shoreline beneath the waterfront boardwalk in Clergue Park has failed prematurely due to high water levels, placing the boardwalk and retaining wall at risk. To prevent closure, replacement of the retaining wall and boardwalk will be required, regardless of whether Phase One of the Waterfront Design Master Plan proceeds.

A preliminary estimate to replace the wall is approximately $1 million, in 2025 dollars; however, further analysis is required to determine the final cost of the repair.

Should capital funds be allocated to repairing the wall in the future, it is worth noting that the shoreline design in the plan provides long-term mitigation against fluctuating water levels.

Federal and Provincial Grants:

Federal and provincial funding programs, including but not limited to NOHFC, FedNor, and Infrastructure Canada, prioritize projects that stimulate economic development, support tourism, and improve community infrastructure. Staff will prioritize these grants, as this project is a strong candidate for each. It should be noted that the City will need to provide matching funding to apply to most federal and provincial grants; however, on average, the City has been successful in obtaining ~53 percent of the capital costs from various provincial and federal grants for major projects.

Further to the above, the proposed increase to the MAT and additional funding sources will reduce the financial burden on the City and have a material positive impact. Moreover, the economic benefits of investing in the waterfront, such as job creation and increased tourism, will bolster the local economy and provide lasting positive impacts. Staff remain committed to the ongoing monitoring of additional funding sources that align with the project, with the objective of limiting the existing tax base.

The Waterfront Design Master Plan represents a smart, future-focused investment that aligns with municipal objectives in tourism, economic development, and community development. A vibrant, inclusive, and active waterfront is a legacy feature that will improve the City's ability to attract and retain residents and businesses.

Financial Implications

No new funds are required at this time; however, the project is considered shovel-ready, and staff may request additional funds to support its implementation in the future.

Current budget pressures may impact the ability of the City to implement Phase One of the project in the near term. Having a solid Waterfront Design Master Plan in place allows staff to monitor applicable funding programs and identify opportunities to advance the project at an appropriate time.

Strategic Plan / Policy Impact / Climate Impact
This item supports a number of Focus Areas of the Corporate Strategic Plan:

- Community Development – Increase tourism visitor spending and occupancy rates.
- Community Development – Develop shovel-ready projects to access available funding.
- Infrastructure – Invest in maintaining an attractive, vibrant downtown with a world-class waterfront.
- Quality of Life – Invest in recreational infrastructure.

There are no climate change impacts associated with this project.

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

Resolved that the report of the Director of Tourism and Community Development dated June 2, 2025 concerning Waterfront Design Master Plan be received and that Council:

- Approve the Waterfront Design Master Plan
- Direct staff to pursue funding opportunities
- Approve an increase in the municipal accommodation tax from 4 to 6%

The relevant By Law 2025-86 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Travis Anderson
Director, Tourism and Community Development
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City and Tourism Sault Ste. Marie

Waterfront Design Plan



SAULT STE. MARIE

City and Tourism Sault Ste. Marie

Waterfront Design Plan

PREPARED FOR

City and Tourism Sault Ste. Marie

DATE

Spring 2024

PREPARED BY

O2 Planning and Design

POINT OF CONTACT

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Cover Image: O2 Planning & Design

Acknowledgments

This Plan has been developed in conjunction with O2 and the following City Staff and Community Stakeholders:

City Staff Member

Travis Anderson, Director, Tourism & Community Development

Alana Kenopic, Manager, Tourism

Richard Jones, Marketing Specialist, Tourism & Community Development

Peter Tonazzo, Director, Planning

Salvatore Marchese, Planner, Planning

Tom Vair, CAO, City of Sault Ste. Marie

Brent Lamming, Deputy CAO, Community Development and Enterprise Services

Emily Cormier, Environmental Sustainability Coordinator, Community Development and Enterprise Services

Lisa Vezeau-Allen, City Councilor, City Council

Rick Van Stevern, Director, Economic Development

Travis Reid, Manager, Parks

Key Stakeholders

Beverley Barber, Chair of the Board, Tourism Sault Ste. Marie

Nick Brash, General Manager, Holiday Inn Express

Carly Wetzl, Visitor Experience Manager National Historic Sites- Canal

Elia Marini, Product Development Officer National Historic Sites- Canal

Brad Robinson, Thrive Tours, Indigenous Tours

Amanda Cora, Thrive Tours, Indigenous Tours

Joanie McGuffin, Metis Tours, Indigenous Tours

Jasmina Jovanovic, Executive Director, Art Gallery of Algoma

Mark Lepore, Board Member, Art Gallery of Algoma

Kevin Rusnell, Owner, Peace Restaurant & Digital Intelligence Group

Nicholas Luck, Executive Director, Downtown Association BIA

Don Marini, General Manager, Microtel

Tony Porco, Owner, Canal District

David Ellis, Owner, David Ellis Architect / Station Mall Consultant

Simon Lu, Owner, Station Mall

Stephanie Hopkin, Senior Coordinator, Product Development Destination Northern Ontario

Clyde Healy, Monument Committee, Royal Canadian Legion Branch 25

Diane Morrell, Accessibility Coordinator, City SSM Planning Department

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1.0 Introduction

The waterfront of Sault Ste. Marie is a spectacular place with amazing potential to become a true destination for both visitors and the city. There have already been victories and great places created. The award-winning Waterfront Walkway and Roberta Bondar Park are incredible assets to build upon. Vital civic functions are all clustered along the waterfront including City Hall, the public library, Art Gallery of Algoma, the Bush Plane Museum, and Station Mall.

These are exciting times for The Sault, with many new developments being completed and contemplated, including the Downtown Plaza, SooMRKT, and the Queen Street Improvements. The new owners of Station Mall are investing. What a fantastic time to explore the future of the waterfront. It's a waterfront long held as a key asset and the heart of the city, a place where residents and visitors are drawn to throughout all seasons. The structure of this kind of place are there with many great civic uses clustered along the waterfront – library, city hall, art galleries – with close proximity to Queen Street. We are thrilled to work with Tourism Sault Ste Marie, the City of Sault Ste. Marie, and Destination Northern Ontario to craft a future vision for the city's waterfront that is compelling and achievable. To write a new narrative that is rooted in the city's rich natural and cultural heritage and captures the imagination of the city.

THE ASSIGNMENT

The Waterfront Design Plan is the chance to stitch these places together and identify catalytic opportunities that will transform the waterfront into a cohesive and vibrant place for everyone. Significant work has been undertaken over the past decades to find ways to elevate the quality and experience of the waterfront. Now is the time to consolidate and build upon these ideas and push forward with a plan that is visionary and achievable. A plan that is rooted in the natural and cultural heritage of the area while reaching for a new future that the city has been seeking.

There are many great things occurring in the city that is preparing it for the vision the Waterfront Design Plan will create. The Downtown Plaza and the new SooMRKT create a new downtown hub for public life. New ownership is investing in the Station Mall. These are fantastic developments that the Waterfront Design Plan can build from. As the recognition of the value of public space grows, the waterfront is primed to achieve it's potential. Together with the public and stakeholders, we are thrilled at the opportunity to create this vision.

The Waterfront Design Plan will transform the existing waterfront into a tourist destination and improve the quality of life for local residents.

The Waterfront Design Plan will be a highly effective exercise in tourism, community development and place making. Taking into consideration existing infrastructure along the waterfront; this initiative presents an opportunity to develop a plan that will support opportunities for tourism and economic development and has the potential to transform or enhance the existing waterfront to a world-class feature and help put Sault Ste. Marie "on the map". To this end, we are encouraged to 'think outside the box' and focus on the waterfront areas as a "Destination."

Scope of Work Boundary



SAULT STE.MARIE

Sault Ste. Marie Waterfront

Since November 2023, the City of Sault Ste. Marie in conjunction with Tourism Sault Ste. Marie has been actively re-imagining the future of its waterfront. The ongoing improvements along the waterfront to date, as well as the imminent required improvements to numerous sections of the shoreline retaining walls now present a tremendous opportunity to turn visions into reality and create a vibrant public realm that will reconnect the city and its people to their waterfront. With a new Queen Street and Spring Street design being implemented, new Soo Mrkt and Plaza, improved East-West connections and enhanced access to the waterfront, the vision for The Sault's Waterfront will extend into the heart of the city and claim a new and authentic front porch for the City.

This visioning document represents the culmination of the first 3 months of conceptual work initiated by an Integrated Design Process with key Stakeholders and first round of public outreach. It summarizes the ideas developed to date based on a detailed planning-level analysis of the site, as well as an extensive outreach effort that engaged civic groups, property owners, stakeholders and the relevant city agencies.

This report establishes a vision for the future of Sault Ste. Marie's waterfront. This is not a legal or binding document, but a summary of conceptual ideas put forth during the first phase of the Project.





Reconnecting to the Waterfront

The re-imagined waterfront provides an opportunity to reconnect to the historical legacy of the waterfront and diversify the city's economy by introducing and encouraging development in such areas as information technology, renewable energy and tourism.

The Sault waterfront has always been an important gathering point that packs a lot of history into its short reach. The city of Sault Ste Marie is located adjacent to the rapids of the St Marys River between lakes Superior and Huron. Sault Ste Marie sits on the traditional territory of the Ojibwe, who called the site Bawating ("place of the rapids") and valued it for its access to the upper Great Lakes and as a source of abundant whitefish and maple sugar.

The St. Marys were a key part of the fur trade route. The creation of an all-Canadian shipping route was at the time the most advanced in the world. The application of electricity generated on-site to operate the gates and fill and drain the lock, and the novel Emergency Swing Bridge Dam were first of its kind.

Industrial development defines a key portion of the Sault's history. The Lake Superior Corporation was established beside the St. Marys Rapids, where Ontario's first steel was poured. The descendants of this empire still dominate the industry of the river valley in the form of Algoma Steel Inc., and the Great Lakes Power Corporation.

The important role of transportation in the development of the city was defined by the establishment of the Ontario Provincial Air Service at Sault Ste. Marie which marked a new era in the aerial supervision of Ontario's forest resources and in the use of float planes in fighting fires from the air. The Canadian Bushplane Heritage Centre is a tribute to this important aspect of Canada's forest history.







SAULT STE.MARIE

Guiding Principles

The following guiding principles area meant to start the conversation with the City and Stakeholders to capture key initials goals and objectives that could shape the creation of new public spaces, places and land uses on the Waterfront project.

1. Create a Waterfront for All

The Sault Ste. Marie Waterfront should engage the entire city. It should be a place for both locals and visitors alike - a place where urban life and nature come together and co-exist equally and effortlessly.

2. Leverage the waters edge as a place for 21st Century innovation and sustainablilty

The Waterfront is a place that brings people to the river's edge to experience the water and ecology of St. Marys River. In the face of climate change, habitat loss, and the need for cities to be adaptable to new extremes, the Sault Waterfront shoreline will improve ecology, preserve and enhance water activity, and will reflect a new committment to sustainability and innovation.

3. Enhance connectivity between the City and its Waterfront

The waterfront is a gateway to the downtown and the City. It will build and enhance connections between the waterfront, the city, and the region through a network of public spaces, trails and multi-modal routes to important destinations, neighbourhoods and natural systems.

4. Improve access and mobility

The Waterfront should prioritize pedestrian comfort and circulation. The future waterfront should accommodate safe, comfrotable and efficient travel by pedestrians, bicyclists, vehicles and other micro-mobility modes of travel.

5. Embrace and celebrate The Sault's's past, present and future

The Waterfront is a place that captures the essence of The Sault - from its indigenous roots and natural history, to the unique aquatic, commerical, industrial and recreational opportunities that exist at present. The Waterfront should embody this history and authentically express it through its design narrative, materiality and offerings.

The Sault Waterfront Today

Sitting near the mouth of the St. Marys River, Sault Ste. Marie is a community with a rich local history steeped in the steel and shipping industries. Cyclists and hikers alike can enjoy the 22.5km John Rowswell Hub Trail, which offers scenic views of Sault Ste. Marie's extensive public waterfront on the St. Marys, and the must-see Fort Creek Conservation Area. The Sault Ste Marie Canals and Ermatinger National Historic Sites, Art Gallery of Algoma, Canadian Bushplane Heritage Centre, Roberta Bondar Pavilion, craft breweries, and a wealth of restaurants and accommodations.



Connections

Trans-Canada Trail – The Trans-Canada Trail network stretches from the Atlantic Ocean to the Pacific and Arctic Oceans, forming the largest trail network in the world. The Lake Huron North Channel LHNC section of the Trail is designated as Trans-Canada Trail.
John Rowswell Hub Trail – The family-friendly John Rowswell Hub Trail is a popular multi-use trail. A 22.5km loop, the Hub Trail connects several key points in Sault Ste Marie including it's waterfront, city hall, international border crossing, hospital, art gallery and several historic sites, eateries, parks and conservation area. The LHNC route follows the Hub for approximately 7 km, including Sault Ste. Marie's waterfront.





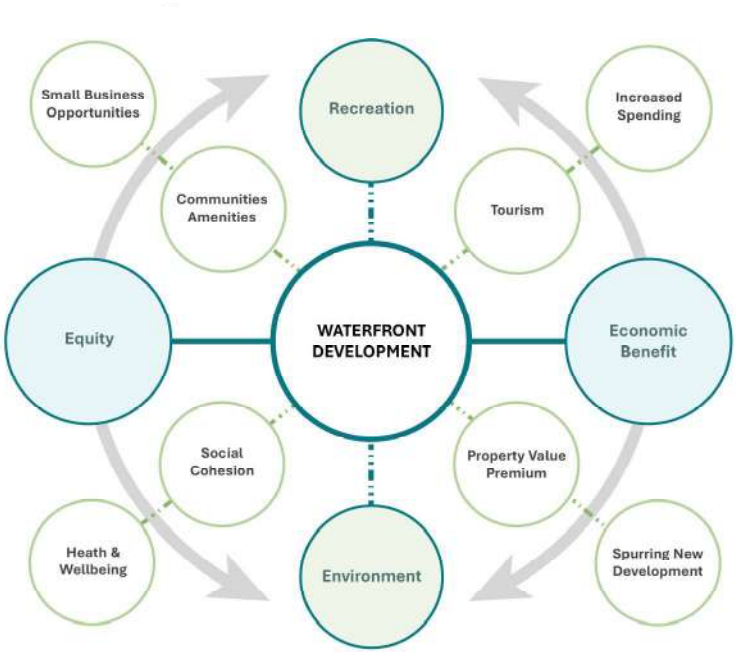


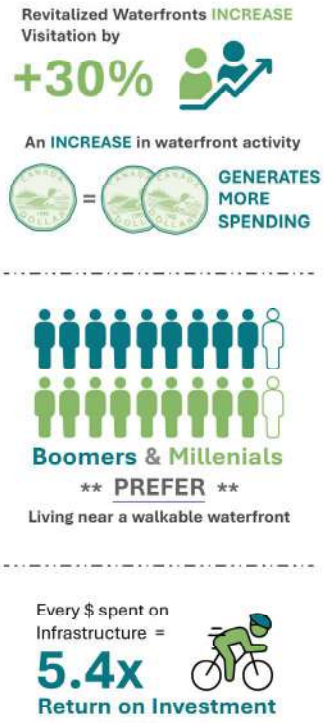
Realizing Returns on Waterfront Investment

PART OF WHAT MAKES SAULT STE. MARIE SPECIAL IS THAT IT IS A WATERFRONT CITY. ACCESS TO THE SHORES OF THE ST. MARYS RIVER SHOULD BE FREE AND OPEN TO EVERYONE.

This means places to experience calming views of water and nature, places to launch a boat, places to bike and run and explore. It also means public spaces and parks that are accessible to people of all ages and abilities, and a safe, welcoming environment for tourism and investment. Waterfront development should also bring economic opportunities, from new jobs to partnerships.

Helping the waterfront meet its potential means protecting and expanding access to the water. If you walk along the waterfront in the future, you will see it bustling with energy. This is what happens as the city starts to reorient itself towards the water. Green spaces, commercial opportunities, public art, playgrounds, cycling and a simple walk along the water are just some of the ways these areas can come to life.





2.0 Public Outreach

What does it mean to create a partnership between the City of Sault Ste. Marie and the entire community? In its mission to transform the future of its Waterfront, the waterfront design program has committed to innovative and robust public engagement – seeking input from many voices, inviting open and direct dialog, and encouraging participation throughout the design process. This level of community engagement is what is needed to fulfill a principle goal of creating a Waterfront for All.

MOBILIZING COMMUNITY INTEREST

To engage the community, we must reach them. The Design Team has used a variety of methods to pique interest in the possibilities for the waterfront and convert that interest into active participation. A full communications plan was developed which included:

Webpage content to include project information, timeline, engagement opportunities, link to a survey and interactive map for a new website launched in early December (https://saultstemarie.ca/waterfront);

Outreach emails and email notices to broad stakeholder list with brief project description, link to webpage, call to action and poster PDF;

Council notice to all City Council including invites to participate in workshops and interviews;

Pop-Up Boards for events at City Hall, the Soo Market and Plaza, Station Mall, and the John Rhodes Community Centre;

Outdoor posters throughout the City and distributed to local businesses, stakeholders and posted in key City facilities;

Postcards distributed at pop-ups and design workshops, and distributed to local businesses, stakeholders, and placed in key City facilities;

Social media posts and ads on City social media platforms;

Radio advertisements; and

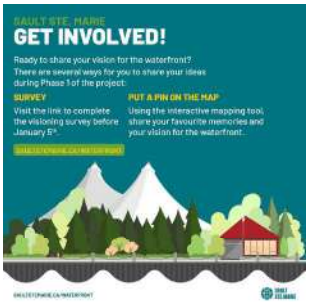
Newspaper ads and articles (https://www.sootoday.com/local-news/city-wants-you-to-float-ideas-for-new-waterfront-vision-7976665)




SAULT STE. MARIE
WATERFRONT DESIGN PLAN
The City of Sault Ste. Marie is developing a new vision for the waterfront—and we need your help!
ABOUT THE PROJECT
What is a Waterfront Design Plan?
PROJECT TIMELINE
Phase 1: Creating the Vision
Phase 2: Design Concepts
Phase 3: Final Waterfront Design Plan
GET INVOLVED!
SAULTSTEMARIE.CA/WATERFRONT

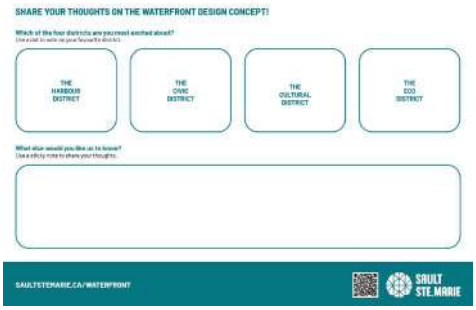

SAULT STE. MARIE
WATERFRONT DESIGN PLAN
The City of Sault Ste. Marie is developing a new vision for the waterfront—and we need your help!
The Waterfront Design Plan is our chance to stitch great places together along the water's edge and identify opportunities that will transform the waterfront into a cohesive and vibrant place for all.
GET INVOLVED!
SURVEY
Visit the link to complete the visioning survey before January 5th.
INTERACTIVE MAPPING TOOL
Share your favourite memories and your vision for the waterfront!
PROJECT TIMELINE
Phase 1: Creating the Vision
Phase 2: Design Concepts
Phase 3: Final Waterfront Design Plan


SAULT STE. MARIE
WATERFRONT DESIGN PLAN
The City of Sault Ste. Marie is developing a new vision for the waterfront—and we need your help!
The Waterfront Design Plan is our chance to stitch great places together along the water's edge and identify opportunities that will transform the waterfront into a cohesive and vibrant place for all.
WHAT IS A WATERFRONT DESIGN PLAN?


SAULT STE. MARIE
GET INVOLVED!
Ready to share your vision for the waterfront?
There are several ways for you to share your ideas during Phase 1 of the project:
SURVEY
Visit the link to complete the visioning survey before January 5th.
PUT A PIN ON THE MAP
Using the interactive mapping tool, share your favourite memories and your vision for the waterfront.


SAULT STE. MARIE
WATERFRONT DESIGN PLAN
The City of Sault Ste. Marie is developing a new Waterfront Design Plan!
ABOUT THE PROJECT
PROJECT TIMELINE
TELL US MORE!
SAULTSTEMARIE.CA/WATERFRONT


ANCHOR PROGRAM ELEMENTS
SAULTSTEMARIE.CA/WATERFRONT


SHARE YOUR THOUGHTS ON THE WATERFRONT DESIGN CONCEPT!
Which of the four districts are you most excited about?
THE HARBOUR DISTRICT
THE CIVIC DISTRICT
THE CULTURAL DISTRICT
THE ECO DISTRICT
What else would you like us to know?
SAULTSTEMARIE.CA/WATERFRONT

Public Outreach: What We Heard

TURNING COMMENTS INTO A VISION

Throughout the three day Integrated Design Process, people from the Community contributed ideas – at public pop-ups, workshops, via the project website and many other ways. The diversity and creativity of these community-generated ideas is a key source of insight and priorities for the design team in order to develop the Project Vision. The following are just some of the most common themes and ideas that emerged:

SAFETY Increased safety along the waterfront includes more activation and more people/foot traffic to create safer environments, principles of Crime Prevention Through Environmental Design (CPTED), better lighting, emergency call stations, safe pedestrian street crossings and connections from downtown to the waterfront, and ensuring accessibility for all.

CONNECTIONS The future waterfront is envisioned as a place of movement – movement of all types of transportation, including vehicles, parking, pedestrian, bicycle and public transport to better serve those traveling east, west, north and south.

PATHWAYS The waterfront should feature better continuity of the waterfront trail and active movement spaces, including pathways for running, walking, biking and other activities, as well as in-water activities like boating and kayaking or places that let people "touch the water."

PARKS AND PUBLIC SPACES The tremendous energy and interest around public open spaces includes a desire for flexibility - a mix of places to gather and sit in solace, and places to run, play and be active. Flexibility also means spaces that take advantage of all seasons and more spaces and places for family activities like play structures, splash pads and swimming.

VIEWS Whether it's leisure areas to maximize views or terraced water edges to view sunsets, take photos and view ships - new and unique access to the view to and across the River is an asset to exploit.

HABITAT The waterfront is also a place for habitat and biodiversity, and many people connected to the idea of opportunities for more trees and native vegetation, floating wetlands, to interact with and see in-water habitat with coves and marsh environments, preserving local habitat areas, and to create a shoreline edge with access to beaches and places to walk and sit along the water.

Design with **CLIMATE CHANGE** in mind with respect to sea level rise, increased storm events, changes in days of extreme heat, reduction of impermeable surfaces, Green infrastructure, Energy efficiency, improving water quality from runoff and pollutants entering the river,

ARTS AND CULTURE AND ENTERTAINMENT To activate a public space, it must attract activity, including places to eat, drink and picnic, outdoor concerts, street markets, festivals, cultural celebrations, and large and small performances. This could also showcase indigenous place-keeping, public art, and include installations and displays that are interactive and evolving, both temporary and permanent to create a more dynamic environment.

We also heard valuable feedback on what the design should avoid, such doubling or repeating programs that already exist within the City, including ice skating in the Plaza and skate loop in Clergue Park, picnicking, performances that would compete with the Bondar Pavilion and Bellevue Plaza, and markets that already take place in the Soo Markt. This input, as much as what the public wants to see, was critical to shaping the Vision.

In addition, comments not only highlighted the kinds of spaces that people want to see, but also the spaces they already enjoy tat could be enhanced, expanded upon or better connected to the Waterfront – such as the Bondar Pavilion, the Soo Markt and Plaza, and the Bushplane Museum and Brewery. These reference points of beloved Sault City spaces were also instrumental in creating a truly "Sault" design.

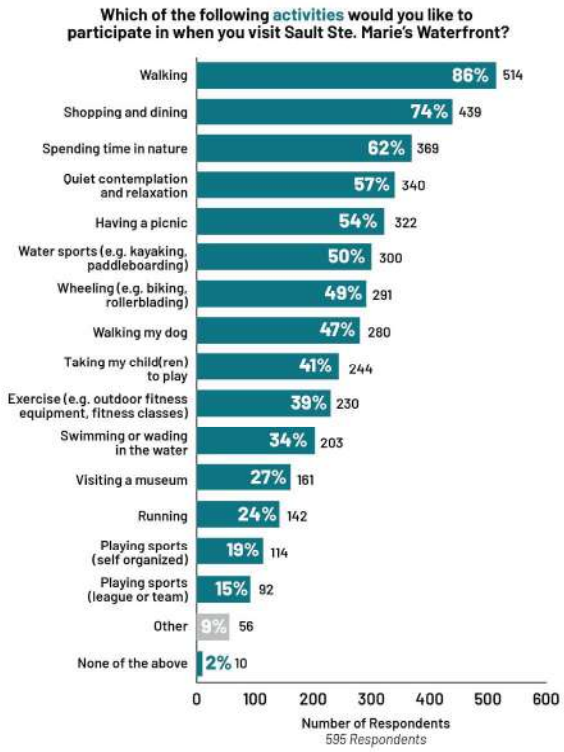







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Activities

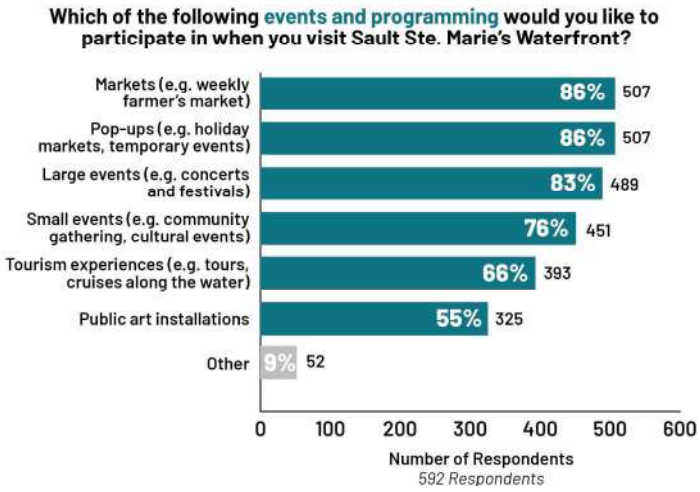


Some activities that people wish to participate in are not common at Sault Ste. Marie's current waterfront. **Shopping and dining** was requested by **74%** of respondents, but is not currently a feature of the waterfront.

Respondents would like to do more of the following activities:

+ **Spend time in nature:** 35% currently do this, 62% would like to.
+ **Quiet contemplation and relaxation:** 37% currently do this, 57% would like to.
+ **Have a picnic**: 16% currently do this, 54% would like to.
+ **Water sports**: 13% currently do this, 50% would like to.
+ **Wheeling**: 29% currently do this, 49% would like to.

Events and Programming



- Respondents would like to attend a variety of events and programming along the waterfront, including **markets (86%), pop-ups (86%)** and **large events (83%).**
- Although other response options were selected less frequently, more than 50% of respondents would like to participate in any of these event and programming types along the Sault Ste. Marie waterfront.

3.0 Analysis at Scale

Each scale of analysis defines the understanding of the Waterfront's zone of influence and relates to how the Waterfront connects, attracts and becomes a destination.

1. Regional Scale: the waterfront as a regional destination

2. City Scale: re-connecting the City to the waterfront

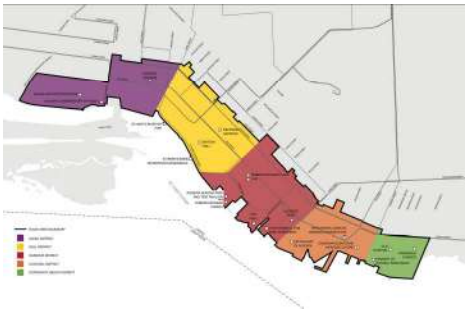
3. Waterfront Scale: creating unique districts and compelling destinations along the water's edge



1. Regional Scale



2. City Scale



3. Waterfront Scale

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Analysis at Scale

Regional Scale: the waterfront as a regional destination (Great Lakes Boat Tours)



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Analysis at Scale

Regional Scale: the waterfront as a regional destination (regional trail routes)



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Analysis at Scale

City Scale: re-connecting the City to the waterfront

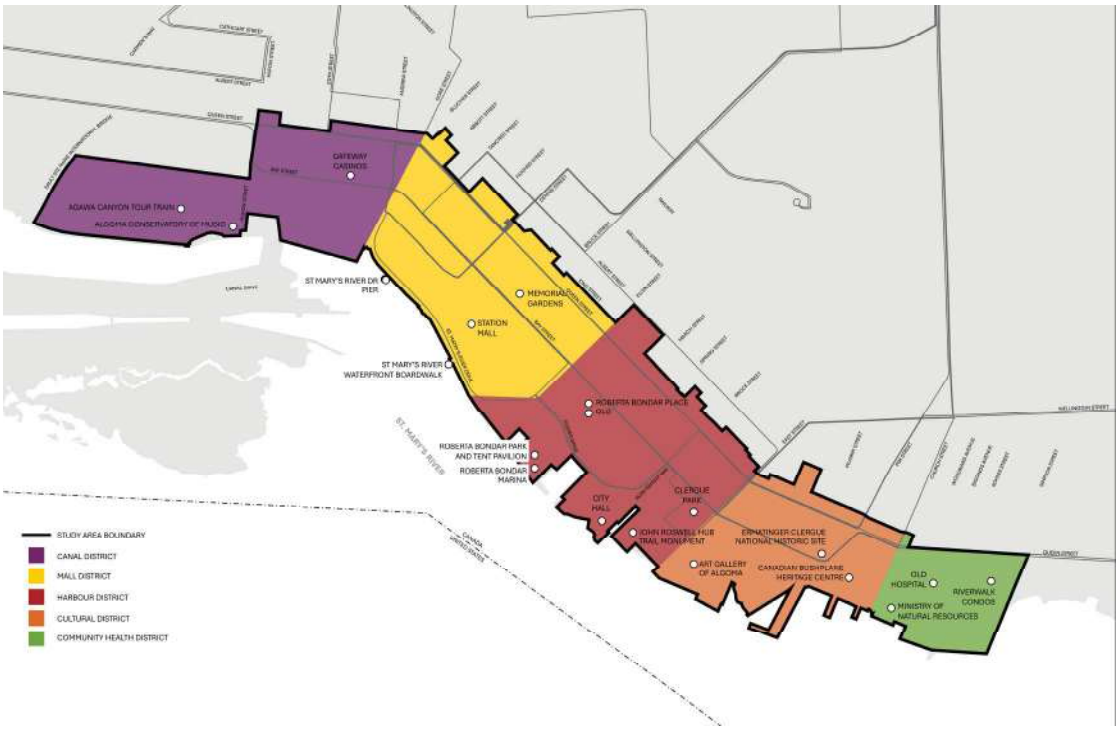


POINTS OF INTEREST

1. The Sault Ste. Marie International Bridge
2. Sault Ste. Marie Canal National Historic Site
3. Attikamek & Whitefish Island Trails
4. Canada Border Services Agency – Sault Ste. Marie Port of Entry
5. Agawa Canyon Tour Train
6. The Canal District (Restaurant)
7. Algoma Conservatory Of Music
8. Clergue Hydroelectric Power Plant
9. Former Market Building (demolished)
10. St Mary's River Dr Pier
11. Station Mall
12. Dennis Street Bus Terminal
13. GFL Memorial Gardens
14. St. Marys River Waterfront Boardwalk
15. The Roberta Bondar Park and Tent Pavilion
16. Roberta Bondar Marina
17. Ronald A. Irwin Civic Centre
18. Soo Market
19. Downtown Plaza
20. Art Gallery of Algoma
21. Sault Ste. Marie Public Library - James L. McIntyre Centennial Library
22. Clergue Park
23. Sault Ste. Marie Museum
24. Downtown Skate Park
25. Ermatinger Clergue National Historic Site
26. Canadian Bushplane Heritage Centre
27. Former General Hospital
28. Waterfront Adventure Centre
29. Bellevue Marina
30. Cambrian Mall
31. Soo Locks
32. Great Lakes Shipwreck Historical Society
33. River of History Museum
34. Chippewa County District Court-Sault Ste Marie Courthouse
35. Holy Name of Mary Church
36. Tower of History
37. George Kemp Marina
38. Museum Ship Valley Camp
39. Saint Marys Falls Hydropower Plant

Analysis at Scale

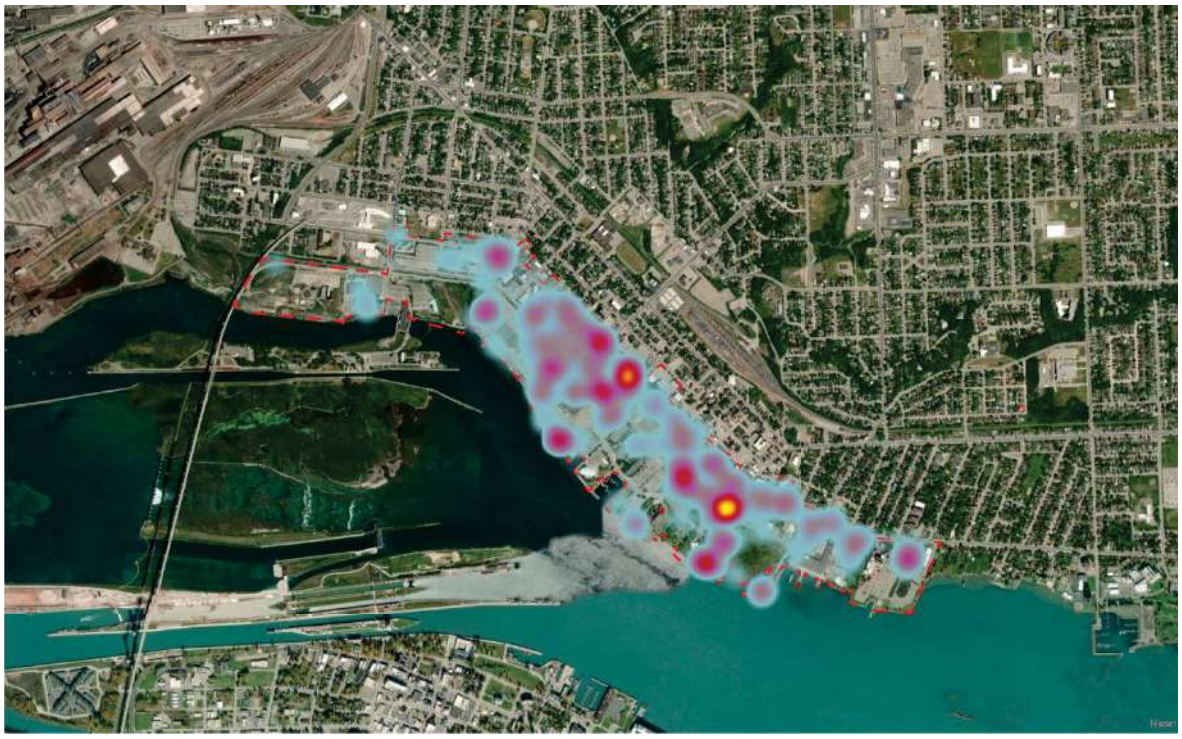
Waterfront Scale: creating unique districts and compelling destinations along the water's edge



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Analysis at Scale

City Scale: Destination “hot-spots” from cell phone data (wide zoom level view - hot spots)



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Analysis at Scale

City Scale: Destination “hot-spots” from cell phone data (tight zoom level view - dispersed)



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Analysis at Scale

City Scale: Destinations in and around the City



Roberta Bondar Pavilion



Bellevue Marina



Fort Creek Conservation Area



Agawa Canyon Tour Train



SooMRKT



Waterfront Adventure Centre

4.0 Public Space Program

The programming of spaces and places along the Waterfront needs to accommodate the goal of establishing a waterfront for all - with destinations for locals, visitors, and tourists, balanced with spaces for nature and ecology. Programming long, linear waterfront spaces can be particularly challenging, especially when many civic and programming uses are dispersed and disconnected. Any intensification of land use and/or programming must be done carefully in order to balance, connect and curate a journey between spaces and uses.

As with any public space programming project, there is a necessity to define and create both primary program and activities ("anchor programming") that are supported by a wide range of flexible or event programming ("support programming").

Critical to both program types is the notion of flexibility - ensuring that existing or future spaces are not overly constrained or fixed but instead easily adaptable to changing needs and demands. Any fixed land use surrounding these space must be a "support act" to the activities and uses of their immediate surrounding.

Therefore, the approach to the waterfront must be simple, flexible and open to change. While there are no doubt requirements for very specific programs and design, there must also be significant flexible zones and areas that provide opportunities for indeterminate programs for an array of activities and events as the waterfront grows and changes over time.

Programming is not only the responsibility of the design team, city staff and stakeholders. Rather, it requires input from a variety of sources including operations and maintenance teams, event planners, curatorial organizations (artists), educational teams, and community groups. Creating a curatorial programming group would be a way to ensure a range of program opportunities could be planned, resources secured and events executed throughout the year. This would also allow for unique, imaginative and dynamic programs to be defined along the waterfront creating a vibrant culture that attracts locals and tourists each year.

Anchor Program Elements

- Strolling
- Sitting
- Lounging
- Gathering
- Viewing
- Public Art Experience
- Dog Walking
- Water Access
- Eating
- Drinking
- Shopping
- Biking
- Rollerblading
- Commuting
- Family Activities
- Urban Streets
- Parking
- Loading
- Pedestrian Crossings
- Beaches
- Floating Wetlands
- Native Vegetation
- Wildlife Habitat Areas
- Retail Shopping
- Cafes
- Outdoor Dining
- Active Frontages
- Ferrying
- Cruising
- Touring
- Kayaking
- Boating
- Picnicking
- Sunbathing
- Swimming
- Concerts
- Festivals
- Performance
- Exercising
- Play Spaces
- Fishing
- Viewing
- Sunsets
- Water Play
- Displays
- Food Trucks

Activity and Event Program

- Movies
- Educational Tours
- Children's Events
- Local Events
- Exercise / Fitness Classes
- Concerts
- Theater / Plays
- History
- Holiday Markets
- Pop-Ups
- Dance
- School Programs
- Installations
- Story Readings
- Ecology Tours

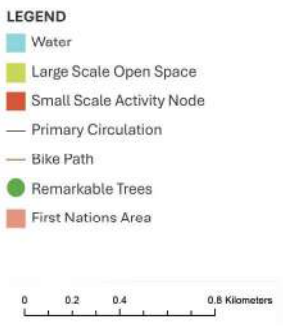
Programming Precedent Studies

The most outstanding waterfronts organize program in a very similar way - anchor and support programming are distributed throughout the waterfront and are connected through a continuous circulation network. They provide world-class experiences that become a "must see" for tourists and the local population. The journey along these waterfronts are curated with unique nodes, destinations or "centers of gravity" by distributing a variety of flexible and event-based programs that are connected through a waterfront walk or promenade. These spaces accommodate a variety of passive and active uses, that also change over time and are flexible enough to accommodate evolving needs and demands of its users.

As currently shown, the current Sault Ste. Mare Waterfront has limited distribution of activity, centers of gravity and world-class defining "moments" that would draw visitors and tourists to its waterfront. Coupled with a lack of continuous and easily navigable circulation network, the current waterfront can take cues from other well-known waterfronts in how it can program and connect its waterfront from end to end.



Precedent Analysis



Brooklyn Bridge Park, New York City, NY, USA

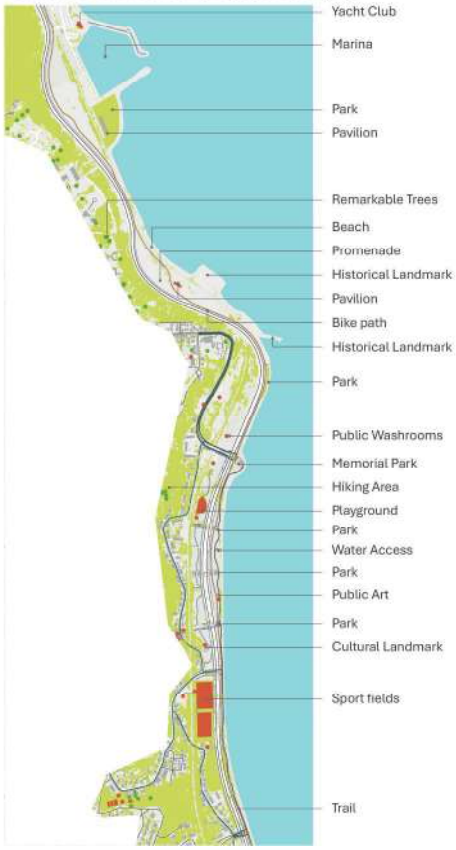


Prince Arthur's Landing, Thunder Bay, ON



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Promenade Samuel de Champlain, Quebec City, QC



Precedent Analysis

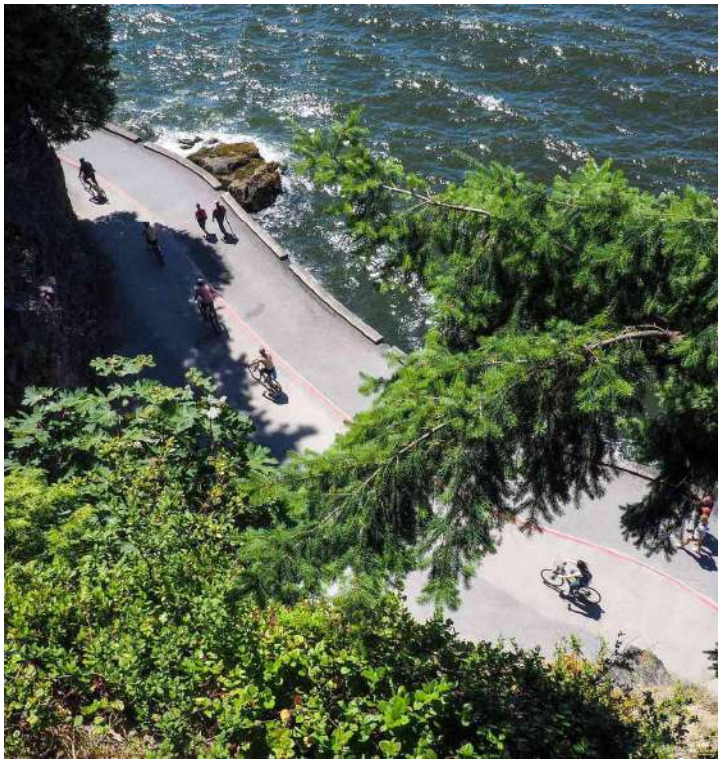
Vancouver Seawall - A Case Study

Perhaps one of the most celebrated waterfronts in the world - a 28km path called "The Seawall" and often referred to as the "crown jewel of the city." This type of waterfront has become popular around the world. However, this type of waterfront only offers opportunities for walking, jogging, dog walking, biking and roller-blading, with a few exceptions like Granville Island and the Convention Centre, most of the Sewall is dedicated to a path with many parks and a handful of restaurants, but not much else. Much of the path and associated open spaces are underutilized in some of the most prime real estate in all of Vancouver.









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Precedent Analysis

Compare this to how other cities around the world activate their waterfronts, from riverside restaurants and floating markets, to beach-side amusement parks and floating pools, to waterfront beaches and destination attractions with world-class facilities and programming for all ages.








Creating **“a waterfront with things to do and places to be in all seasons.”**








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Precedent Analysis

Halifax Waterfront - A Case Study

A truly Canadian waterfront that has businesses, buskers, restaurants, concerts, a two story beer garden and water access right next the harbour - a place for gathering and coming together.













Precedent Analysis

Thunder Bay Waterfront - A Case Study

Prince Arthur's Landing transforms the City of Thunder Bay's waterfront into a mixed-use village and animated waterfront park reconnecting the downtown to the shores of Lake Superior.








Precedent Analysis

Promenade Samuel-de Champlain - A Case Study

Located along the St. Lawrence river, between the Sillery coast and the Ross coast (towards Quebec's bridge), the project delicately weaves a sequence of diverse experiences and atmospheres, navigating from the boundless visual expanse of the river and the scale of the territory, to the tactile sensory experiences of the human scale.








Precedent Analysis

Brooklyn Bridge Park - A Case Study

Brooklyn Bridge Park is a place to explore the sweeping vistas, rich ecology, expansive piers, and vibrant programming. There is something for everyone, including basketball, biking, birding, bouldering, fishing, kayaking, roller skating, soccer, volleyball, pickleball, ice skating, playgrounds, education center, and public art.













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Public Space Program Precedents

The programming of spaces and places along the Waterfront needs to accommodate the goal of establishing a waterfront for all - with destinations for locals, visitors, and tourists, balanced with spaces for nature and ecology. Programming long, linear waterfront spaces can be particularly challenging, especially when many civic and programming uses are dispersed and disconnected. Any intensification of land use and/or programming must be done carefully in order to balance, connect and curate a journey between spaces and uses.

As with any public space programming project, there is a necessity to define and create both primary program and activities ("anchor programming") that are supported by a wide range of flexible or event programming ("support programming").

Critical to both program types is the notion of flexibility - ensuring that existing or future spaces are not overly constrained or fixed but instead easily adaptable to changing needs and demands. Any fixed land use surrounding these space must be a "support act" to the activities and uses of their immediate surrounding.

Therefore, the approach to the waterfront must be simple, flexible and open to change. While there are no doubt requirements for very specific programs and design, there must also be significant flexible zones and areas that provide opportunities for indeterminate programs for an array of activities and events as the waterfront grows and changes over time.

Programming is not only the responsibility of the design team, city staff and stakeholders. Rather, it requires input from a variety of sources including operations and maintenance teams, event planners, curatorial organizations (artists), educational teams, and community groups. Creating a curatorial programming group would be a way to ensure a range of program opportunities could be planned, resources secured and events executed throughout the year. This would also allow for unique, imaginative and dynamic programs to be defined along the waterfront creating a vibrant culture that attracts locals and tourists each year.

Potential Program Elements

Public engagement and outreach coupled with a detailed analysis of regional, city and waterfront specific amenities informs the development of rich and diverse programs and amenities along the waterfront.

Existing land uses, destinations and areas of interest have been identified and synergies between them will be evaluated and considered. At the same time, opportunities for expanding the hub trail, both horizontally and vertically, is being considered in order to add generous civic gathering spaces with views over the St Marys River.

The defined list of waterfront program includes a variety of continuous, anchor and event-based activities. Continuous activities such as running, jogging, strolling, biking and parking/access will be re-defined across the entire waterfront. Anchor and event programs will be defined in strategic locations that create better synergies with existing uses and destinations and/or create new and unique destinations and civic amenity space.

Primary Program Elements

- Strolling
- Sitting
- Lounging
- Gathering
- Viewing
- Public Art Experience
- Dog Walking
- Water Access
- Eating
- Drinking
- Shopping
- Biking
- Rollerblading
- Commuting
- Family Activities
- Urban Streets
- Parking
- Loading
- Pedestrian Crossings
- Beaches
- Floating Wetlands
- Native Vegetation
- Wildlife Habitat Areas
- Retail Shopping
- Cafes
- Outdoor Dining
- Active Frontages
- Ferrying
- Cruising
- Touring
- Kayaking
- Boating
- Picnicking
- Sunbathing
- Swimming
- Concerts
- Festivals
- Performance
- Exercising
- Play Spaces
- Fishing
- Viewing
- Sunsets
- Water Play
- Displays
- Food Trucks

4.1 Anchor Program Elements

Waterfront Public Space Program

Public engagement and outreach coupled with a detailed analysis of regional, city and waterfront specific amenities informs the development of rich and diverse programs and amenities along the waterfront.

Existing land uses, destinations and areas of interest have been identified and synergies between them will be evaluated and considered. At the same time, opportunities for expanding the hub trail, both horizontally and vertically, is being considered in order to add generous civic gathering spaces with views over the St Marys River.

The waterfront program includes a variety of continuous, anchor and event-based activities. Continuous activities such as running, jogging, strolling, biking and parking/access will be re-defined across the entire waterfront. Anchor and event programs will be defined in strategic locations that create better synergies with existing uses and destinations and/or create new and unique destinations and civic amenity space.



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Anchor Program Precedents

Promenades, Pathways and Trails

Continuous pathways along the waterfront that allow for strolling, sitting, gathering, viewing, while also allowing access to the water, retail, cafes, dining and shopping experiences, with dedicated pathways for two-way multi-modal movement.













Streets, Parking and Signage

Well designed streets that provide fully integrated public realm, dedicated bike lanes and promenades, and provide safe pedestrian crossings, signage, walkways, streetscape planting and stormwater infrastructure.













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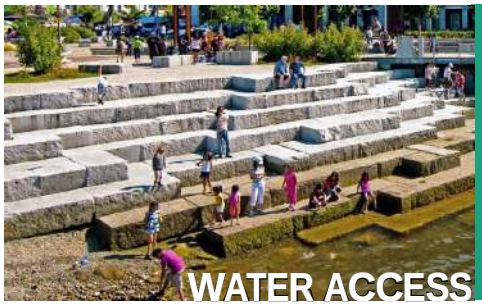
Natural Habitat and Water Activities

Spaces where natural systems and biodiversity are celebrated - including beaches, floating wetlands, habitat coves, dense tree canopy and other water-based environments. Enhancing the opportunity for water interaction through ferries, boats, kayaks, cruise ships, water taxis and views of the River.













Retail and Commercial Development
Public realm enhancements along the waterfront will spur economic investment for new retail and commercial intensification within the project area.













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Large-scale Open Spaces

A variety of spaces and places for refuge, gathering, sunning, accessing the water, fishing, childrens play spaces, picnicking, exercise, public art, concerts and events, flexible programs and many other impromptu functions.













Destinations
A variety of spaces and places for gathering, performances, displays, history, education, and opportunities to engage with and interact with the water.













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Activity and Event Programming

In addition to the primary program elements, and as suggested, there should be the development of a curatorial programming group that plans for events and experiences that will attract a diverse range of locals and tourists to the waterfront.

These events can be placed into categories which might include:

1. Community Programs - festivals, markets, holidays, pop-ups, etc.
2. Cultural Programs - exhibitions, installations, concerts, performances, plays, etc.
3. Educational Programs - tours, events, stories, experiences, history, ecology, classes, etc.
4. Revenue Generating Programs - rental, leasing opportunities

The possibilities are endless and will emerge throughout the redevelopment process. However, these events must create synergies with adjacent uses and remain flexible to evolve through time.

Activity and Event Program

+ Movies
+ Educational Tours
+ Children's Events
+ Local Events
+ Exercise / Fitness Classes
+ Concerts
+ Theater / Plays
+ History
+ Holiday Markets
+ Pop-Ups
+ Dance
+ School Programs
+ Installations
+ Story Readings
+ Ecology Tours

Event/Support Program Precedents














GUIDED TOURS


MARKET
LEMON
99
BEETROOT
100%
ORGANIC
LOCAL EVENTS


FITNESS CLASSES


CHILDRENS EVENTS


HOLIDAY MARKETS

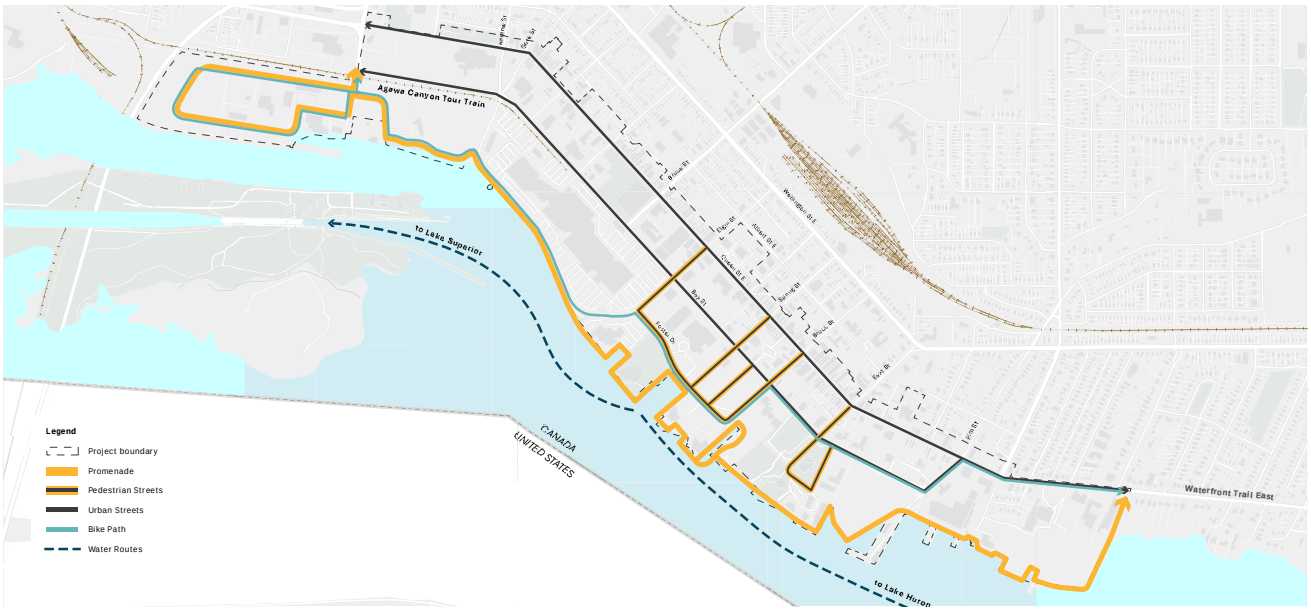

FESTIVALS

4.2 Public Realm Design Components

Ultimately, the goal of the public realm design is to create a powerful, world-class identity for the Sault Ste. Marie Waterfront that celebrates the St. Marys riverfront and provides the public with access to the water's edge. At the heart of the design is a vibrant, robust and engaging public realm that becomes a new "living room" for the city, overlooking St. Marys River, the rapids, sea planes and freighters, and beyond to Michigan. The core project area, stretching from the Canal District to the former hospital lands, will have a continuous waterfront promenade that is supported by a series of destinations distributed along the promenade.

Street Improvements

A critical aspect of the Master Plan includes the physical and programmatic improvements for achieving upgraded organization and connections of streets between Queen Street and the Waterfront, in order to form a coherent, prosperous, pedestrian-friendly and attractive Waterfront District.



To complement the street improvements, the following key upgrade strategies are recommended:

- Upgrades to the north-south streets that connect Queen Street and the Waterfront to make the streets more appealing for the pedestrian and cyclist, and to complement the commercial success of the area;
- Spring Street, Foster Drive and East Street transformed into “Woonerfs” (shared streets);
- Elgin Street and Brock Street transformed into “Complete Streets”

The suite of upgrades suggested for the identified streets compliments the growing requirements for enhanced retail opportunities along Shared Streets, the growing need for a connected bicycle network, as well as a streetscape more focused on pedestrian experience.

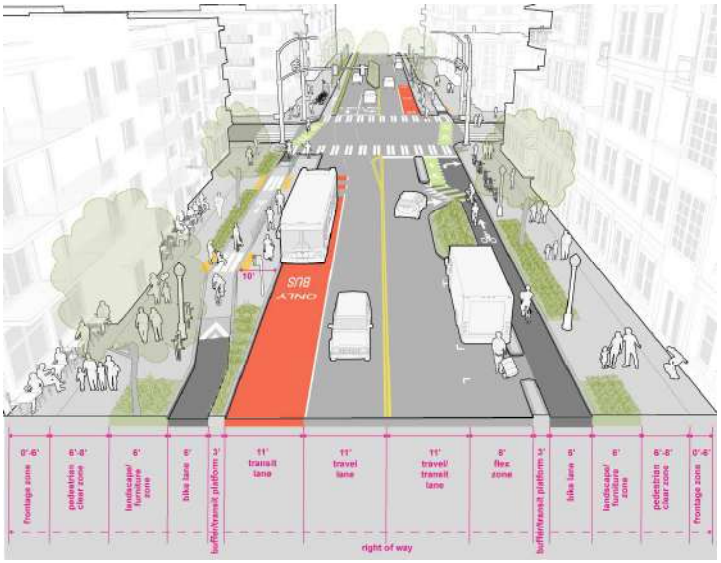


Elements of Complete Streets

A great waterfront is not merely defined by what it contains within its confines, it is also heavily influenced by what bounds it on the edges. Currently, the streetcapes connecting and within the waterfront are car-oriented and provide very little in terms of pedestrian safety and experience. Transforming Elgin and Brock Street to "complete streets" suggests street improvements to stimulate connectivity, construction of storefronts and cafes along their extents, and enhance pedestrian safety. Though these active frontages do not currently exist, enhanced property uplift would respond to an improved streetscape, and further extend the experience of the Waterfront toward Queen Street.

Recommended Street and Infrastructure Improvements include:

- Reduced Lane Widths;
- Widened Sidewalks
- Provide Bike Lanes;
- Speed Tables (traffic calming)
- Enhanced Streetscape Planting (consistently spaced trees and planting pits)
- Retail Cafes



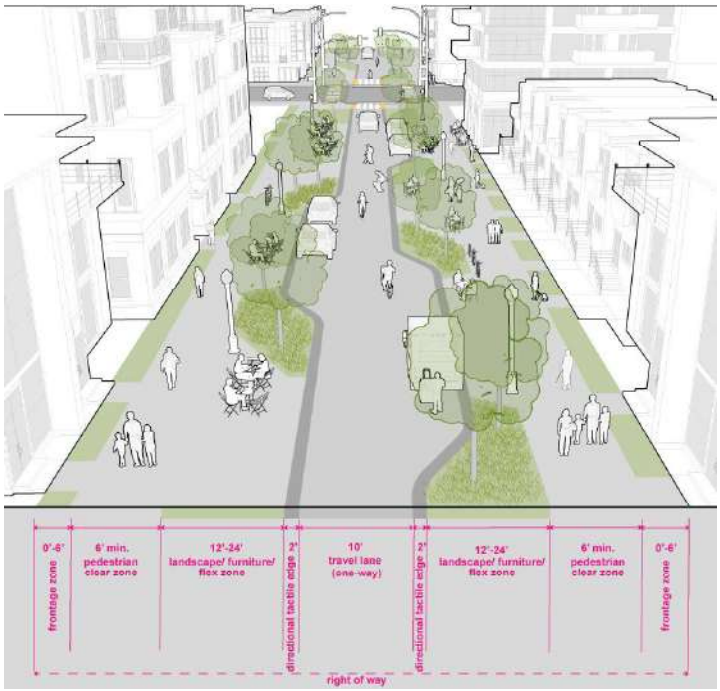
Elements of Shared Streets

The "woonerf" is a Dutch street design typology that uses subtle design cues to calm vehicular traffic and balance the needs of pedestrians with the needs of automobiles. The literal translation of the word woonerf is "shared street", and the design elements include level, shared ground surfaces, strategic paving materials and plantings, as well as flexible programming that might include scheduled limitations on vehicular access to allow for street festivals and streetside markets.

Spring Street, Foster Drive and East Street suggests a mix of these tactics, including a unified, level paving surface for cars, bike, and pedestrians (demarcated by varied paving types and textures), bollards instead of curbs, and enhanced street tree planting. With such improvements in place, new development might will be encouraged to provide additional openings for public space and cafes.

Recommended Street and Infrastructure Improvements include:

- Multi-use Surfaces;
- New Space for Retail Development and Cafes;
- Widened Sidewalks;
- Bollards;
- Unit Paved Right-of-Way with varied patterns and textures;
- Streetscape Furnishings (benches, lighting, seating, etc.)










Water's Edge Promenade

The continuous water's edge promenade will become an iconic and defining feature of the revitalized waterfront. A key feature of the public realm plan for the Sault's downtown waterfront is a water's edge promenade that provides continuous public access to the river. The water's edge promenade will provide a generous amount of space along the lakefront and acts as a connector to the specific destinations that are distributed along it. Along the promenade, a row of mature trees lining each side will create an allée by the lake sheltering pedestrians from sun and wind, while also giving pedestrians full exposure to the river.

Connecting the Water's Edge

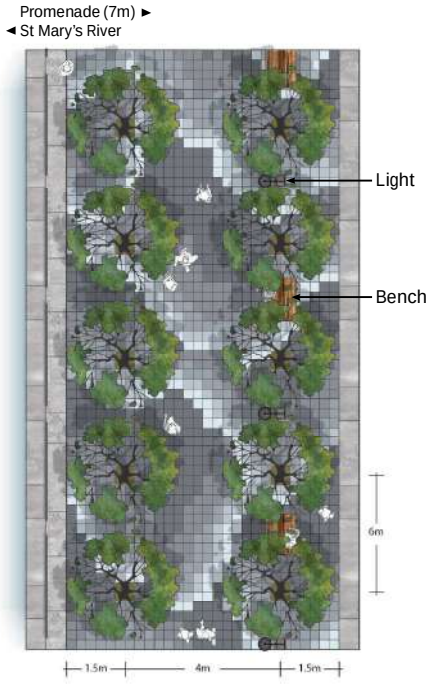
The promenade is conceptualized as a way to fully connect and fill in the gaps to allow people to walk, run, stroll, roller-blade, bike along the water's edge. As an enhancement of the Hub Trail, the promenade will create, for the first time, direct connectivity between the major destinations that line the Waterfront, including the Canal District, Bondar Pavilion, the Marina, City Hall, John Rowswell and Clergue Park, the Art Gallery, the Suncor park site, Bushplane Museum, and residences.

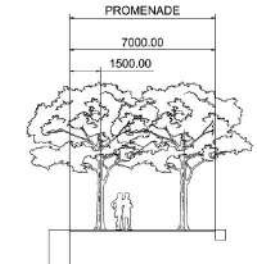
Shade and Microclimate

A double row of mature trees is a key ingredient in the design of the water's edge promenade. Not only do trees act as a unique signature for the water's edge promenade, they also provide protection from the elements of both sun and wind. With climate change at the forefront of city re-design, the importance of tree canopy and relief from hotter temperatures allows the waterfront to accommodate an increase in days where temperatures are above 30 degrees Celsius. Research shows that shade from tree canopy can reduce ambient and perceived temperatures by up to 10 degrees Celsius.

Habitat Creation

The importance of the waterfront promenade goes beyond just ground level. The water's edge promenade also plays a critical role in the improvement of water quality and habitat along the shoreline. Critical updates and naturalization of existing hard edge infrastructure with softer, natural materials will help create new areas for aquatic habitat using a variety of different materials such as large boulders, rip-rap, floating wetlands and aquatic plants.





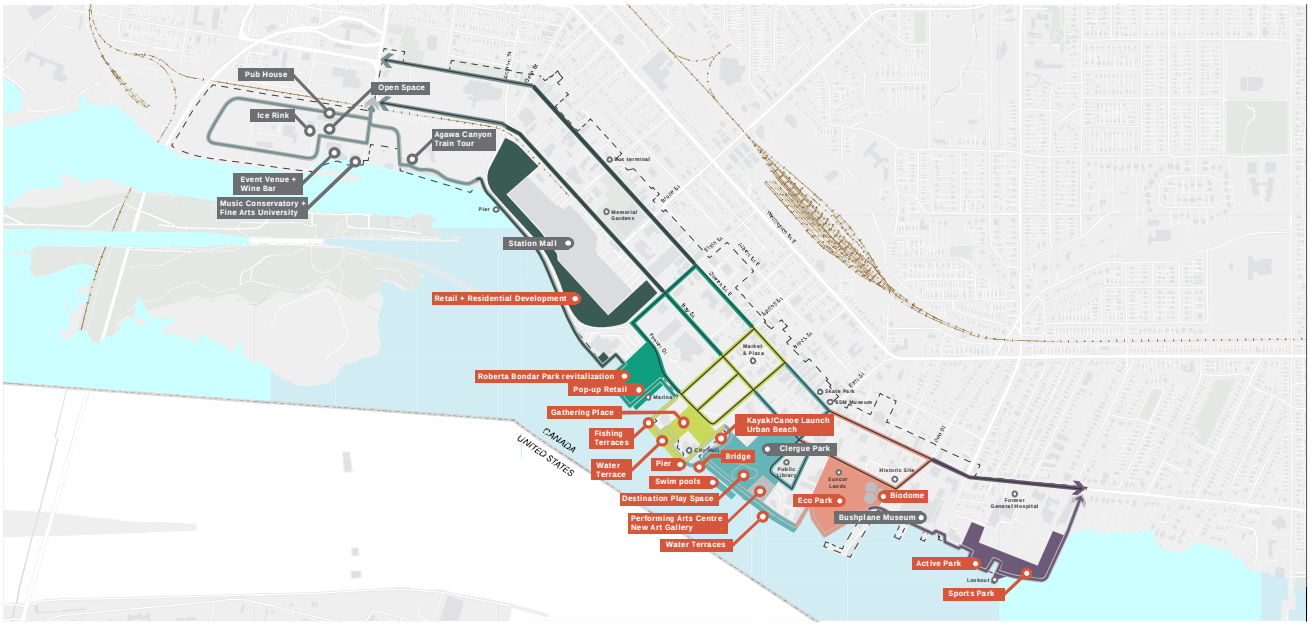
Section



Perspective

The Destinations

Along the water's edge promenade are a series of programmed destinations that define and create both anchor destinations that are supported by a wide range of potential flexible or event programs. The destinations along the waterfront provide spaces for gathering, displays and installations, active play and recreation, education and discovery, passive and informal activities, and viewing and touching the water. New and enhanced destinations link and connect to existing destinations to create better synergies, revitalize the waterfront and bring new life to the waterfront.



5.0 The Master Plan (Overall Project Area)

The Sault Ste. Marie Waterfront is comprised of a wide range of places, districts and destinations. As with many Ontario post-industrial waterfronts, these have remained disconnected from each other and from the city. It is important that the development of the waterfront support better linkages to existing and proposed destinations, while maintaining the authentic identity of the Sault's history.

The Waterfront Master Plan establishes a continuous public waterfront, connecting the Canal District to the Bondar Pavilion City Hall, John Rowswell and Clergue Park, Bushplane Museum and the former Hospital lands. The continuous waterfront includes a new pedestrian streets, pedestrian promenade, and bike path. Overlaid on this pedestrian fabric are a series of open spaces, ranging in scale from small and intimate to large and civic, which will draw residents and visitors to the waterfront for a variety of events and activities throughout the year. These places relate to nearby existing destinations to form synergies between old and new. Together, these elements create a series of dynamic urban district, filled with cultural, social and recreational activity on the waterfront.

Big Ideas



CONTINUOUS WATERFRONT PROMENADE
CONNECTING AND LINKING THE WATERFRONT



SWIMMING
A UNIQUE RIVERSIDE DESTINATION



DESTINATION PLAY SPACE
ENGAGE, EDUCATE AND EXCITE



CANTILEVERED OUTLOOKS & MARSHES
POINTS OF OBSERVATION AND HABITAT



TOUCH THE WATER
POINTS OF RIVER ACCESS



RETAIL ACTIVATION
PLACES TO SHOP, EAT, DRINK AND GATHER





5.1 The Core Focal Area

Destinations Along the Waterfront

The core focus area of the waterfront design plan spans from the Roberta Bondar Pavilion to the Bushplane Museum. Within this core focus area, the waterfront promenade connects a collection of revitalized and new public destinations, where people can gather, interact, play, view and touch the water, and enjoy a variety of new or enhanced activities. Each site within the focal area is shaped by its interaction with the waterfront promenade and nearby existing uses and programming. These new spaces and places provide unique and differing programmatic offerings to ensure that the waterfront journey is connected, complimentary, and most importantly energized and activated from end to end.

Spaces and Places Along the Waterfront

The core focus area consists of:

- The Harbour District
- The Civic District
- The Cultural District; and
- The Eco District

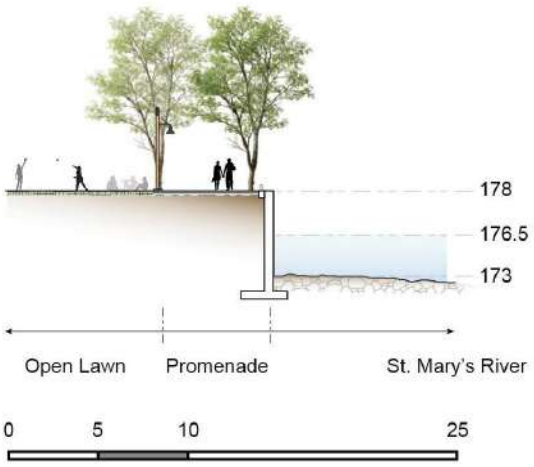


The Harbour District - Roberta Bondar Park

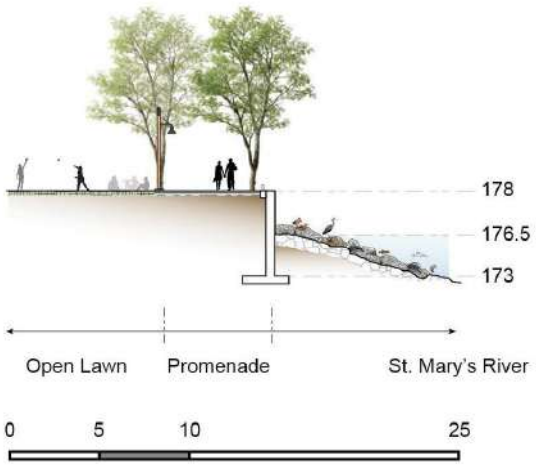
The revitalized Roberta Bondar Park focuses on creating a public park on the waterfront designed for concerts and events, relaxation and contemplation. A newly defined urban green space offers a diverse variation of trees and open areas for larger gatherings and pop-up events. Organized with new pathways, entry gateways, and carefully crafted viewpoints to the pavilion, river and beyond.

Key Design Elements:

- Water's edge promenade
- Reduction of asphalt parking area
- Larger green space
- New gateways at Foster Drive
- New pathway network and tree planting through the site
- Pop-up retail area along the Marina edge



Typical Waterfront Edge at Roberta Bondar Park



Naturalized Waterfront Edge at Roberta Bondar Park



1. Entry Gateways
2. Expanded Green Space
   New Circulation Routes
   Expanded Tree Planting
3. Shipping Container Retail Area
4. Waterfront Promenade
5. Foster Drive Traffic Calmed Street and Bike Lane
6. Revised Parking Layout



WATERFRONT PROMENADE



PARK PATHWAYS AND PLANTING



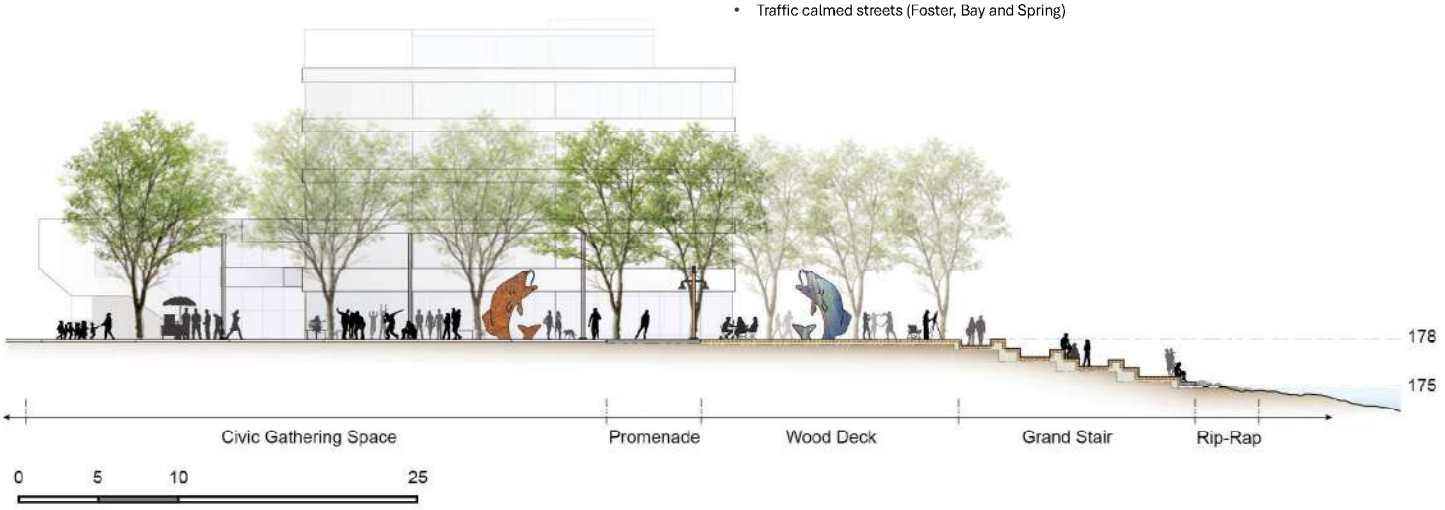
SHIPPING CONTAINER RETAIL

The Civic District at City Hall

The revitalized Civic District at City Hall focuses on connecting City Hall to the water's edge while also providing a dynamic outdoor community hub for a centralized location for community gathering and events. The site becomes a welcoming beacon to visitors and residents that embraces and encourages family life, recreation and spiritual health within a seamlessly integrated landscape. The revitalized site creates greater visual transparency to execute a shared social realm and expresses the values of an open and democratic environment. The gathering area and water's edge become a focal point of daily urban life with a direct pedestrian link to the Soo MARKT plaza, while also providing flexible space for civic events and activities.

Key Design Elements:

- Water's edge promenade
- Reduction of asphalt parking area
- Revitalized green space
- New gathering deck
- Water's edge terraces
- Fishing terraces
- Wood Pier
- Pedestrian green spine between the Soo MARKT and gathering area
- Realignment of Foster Drive between Spring Street and Brock Street
- Traffic calmed streets (Foster, Bay and Spring)



Section of New Gathering Space, Wood Deck and Waterfront Edge at City Hall



1. City Hall Forecourt
2. Flexible Gathering Space
3. Wood Deck and Accessible Water Terraces
4. Fishing Terraces
5. Promenade Pier
6. Bridge to Clergue Park
7. Waterfront Promenade
8. Realigned Foster Drive
9. Reconfigured Parking Area



FOSTER DRIVE PEDESTRIANIZATION



FLEXIBLE GATHERING SPACE



WOOD DECK OUTLOOK



STONE WATER TERRACES



FISHING AREA



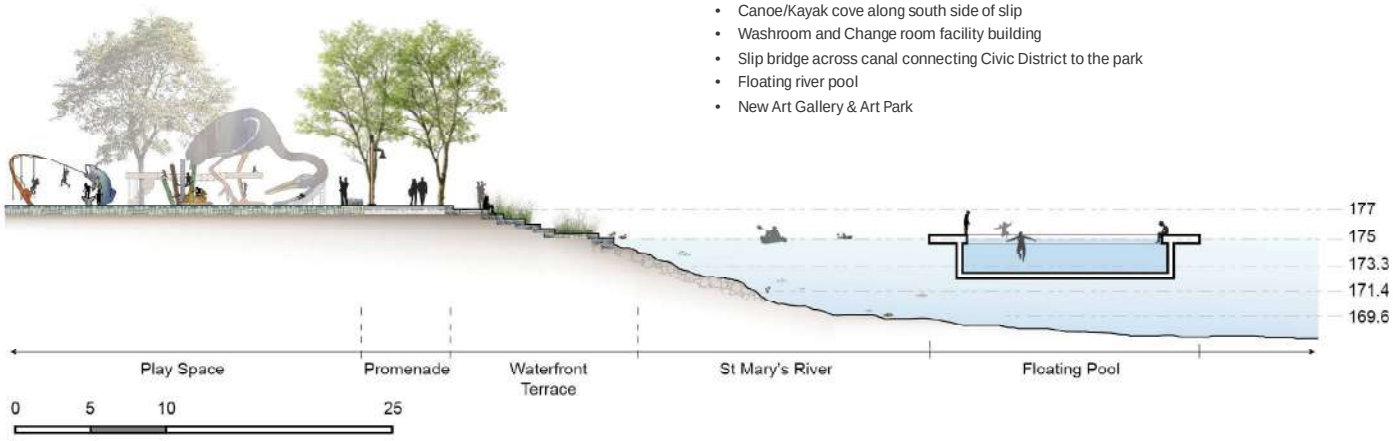
WATER'S EDGE HABITAT

The Cultural District - John Rowswell and Clergue Park

The revitalized John Rowswell and Clergue Park will continue to serve as the city's beloved and popular waterfront park. The defined upgrades will ensure its expanded versatility with new fun activities in a beautiful landscaped area in the most prominent area of the waterfront. With several multifaceted features such as a new canoe/kayak cove, a destination playground for families and young children, wood deck look-outs and water terraces, expanded green space and new park pathways, dedicated park loop for winter skating and summer activities, and floating river pool, the park expands its offerings as a major hub along the waterfront. The park can continue to host many cultural events, educational programs, installations and displays, and other activities throughout the year. These include the popular rib fest to other types of festivals to family gatherings and children's story times for all to attend. Cafes, food trucks and concessions all have place within the park and along the newly defined park loop road.

Key Design Elements:

- Water's edge promenade
- Removal of asphalt parking area
- New traffic calmed festival loop road around Library
- Larger green space
- New park pathways and tree planting
- New pathway loop for permanent winter skating and summer activities
- New destination play space
- Wood deck lookout
- Water terraces
- Connection of River water to existing Wetland
- Canoe/Kayak cove along south side of slip
- Washroom and Change room facility building
- Slip bridge across canal connecting Civic District to the park
- Floating river pool
- New Art Gallery & Art Park



Waterfront Edge at Clergue Park



1. Canoe/Kayak Cove
2. Wood Deck Outlook
3. Floating River Pools
4. River Edge Terraces
5. Art Gallery and Art Park
6. Destination Play Space
7. Park Pathway Loops and Tree Planting
8. New Festival Road Loop around Library
9. Indigenous Water Garden
10. Waters Edge Promenade



PARK PATHWAYS AND LOOP



CANOE/KAYAK COVE



RIVER EDGE TERRACES



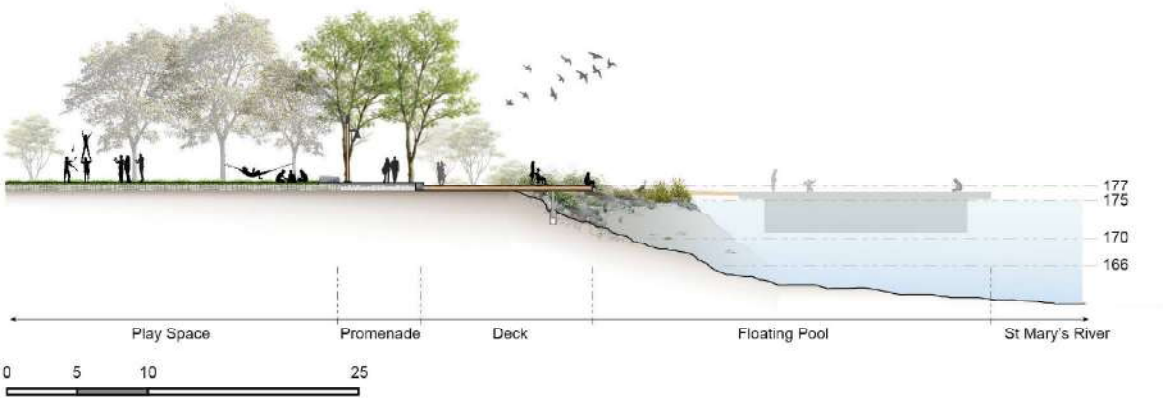
RIVER POOL



DESTINATION PLAY SPACE



NEW ART GALLERY



Wood Deck Outlook at Clergue Park Waterfront Edge



Urban Beach at John Rowswell Park Canal Cove

The Eco District - Suncor Lands

After sitting vacant and underutilized for over a decade, this prime waterfront brownfield property will be transformed into a vast natural parkland to enhance the physical, mental and emotional well-being for all who will experience it. The park will focus on ecological landscape features that promote sustainability while enhancing wildlife and human values. The park will serve as a destination along the waterfront for reconnection, and for developing the systems understandings necessary for the City to tackle climate resiliency. With a focus on restoring nature, this large-scale transformation of the Suncor lands will create a waterfront park that provides a cultural and educational space in which sustainability will take root along the water's edge, within the city and for future generations.

Key Design Elements:

- Elevated trails and boardwalks surrounded with native plants, encouraging plant awareness and education.
- Connection to the water's edge with created wetlands that showcase environments and habitat.
- A wide variety of birds, mammals, insects, and fish will be observed in nature once established. Similar species of insects, amphibians, reptiles and birds can also been viewed in the Bushplane Museum after enjoying the outdoor park experience.
- Constructed landscapes provide educational opportunities.
- A series of greenhouse Bio-domes which replicate different climates (tropical, Mediterranean and temperate) showcasing habitats of plant species from around the world.



1 Waterfront Promenade

2 Elevated Boardwalks

3 Created Wetlands

4 Biodomes



CREATED WETLANDS



ELEVATED BOARDWALKS



BIODOME

Streetscapes

Spring Street, Foster Drive and East Street transformed into “Woonerfs” (shared streets)



Woonerf (Shared Streets)

A street type where cars, pedestrians, and cyclists coexists harmoniously.
It is a shared space, designed to slow down vehicles and create a safer walking environment.
Trees, bollards, bike racks, and benches are strategically placed to prompt drivers to navigate carefully.
In a woonerf, pedestrians take priority over vehicle speedy circulation.

Unique features:

1. **Shared space:** It blends pedestrians, cyclists, and vehicles into a cohesive whole. It is a safe, inclusive environment seamlessly integrating circulation without rigid segregation of mobility and recreational uses.
2. **Traffic calming:** Instead of relying solely on signs and rules, a woonerf uses physical cues to slow down traffic. Drivers encounter obstacles that encourage them to proceed with caution, ensuring safety for everyone.
3. **Priority for Non-Car Users:** In a woonerf, people on foot or bike come first. Cars must yield to pedestrians, creating a more people-centric experience.
4. **Green Amenities:** Trees, benches, and other green elements dot the woonerf landscape. These not only beautify the space but also provide shade, encourage social interaction, and enhance overall livability.

Revitalizing the Waterfront

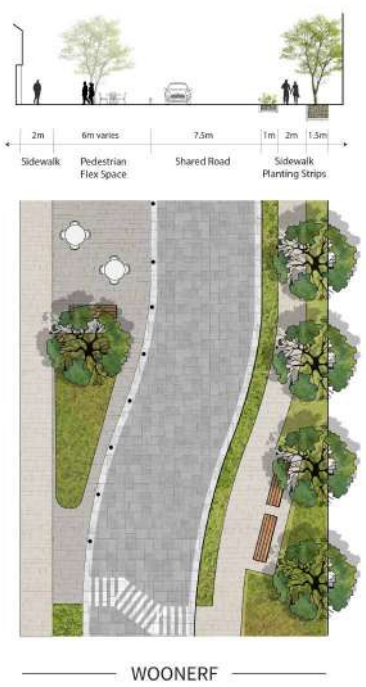
Breathe new life into city waterfronts. Imagine strolling along a previously car-dominated waterfront, where the sound of engines is replaced by laughter, conversation, and the rustling of leaves. A woonerf can contribute significantly to revitalization efforts:

Human-Centric Design: By prioritizing pedestrians and cyclists, a woonerf creates inviting spaces. Imagine cafés spilling out onto the street, art installations, and pop-up markets—all fostering a vibrant, community-driven atmosphere.

Reduced Traffic Impact: Scenic waterfronts often suffer from noisy vehicular traffic. A woonerf can mitigate this by encouraging slower driving speeds and minimizing car dominance. Cleaner air, safer crossings, and less noise pollution benefit both residents and visitors.

Increased Foot Traffic: A well-designed woonerf draws people in. As they linger, they discover local businesses, parks, and hidden gems. This foot traffic can boost economic activity and create a sense of place.

Enhanced Aesthetics: Greenery, public seating, and interactive features transform a sterile waterfront into an inviting landscape. Picture benches overlooking the water, flower beds, and sculptures—all contributing to a more picturesque setting.







Elgin Street and Brock Street transformed into “Complete Streets”



SAULT STE.MARIE

Complete Streets

A roadway designed to accommodate all users-pedestrians, cyclists, motorists, and public transit riders-safely and efficiently. Complete streets intentionally integrate various modes of transportation.

Key features include:

1. **Sidewalks and Crosswalks:** Wide sidewalks provide space for pedestrians, while marked crosswalks ensure safe crossings.
2. **Bike Lanes:** Dedicated lanes for cyclists encourage active transportation.
3. **Traffic Calming Measures:** Narrower lanes, speed bumps, and roundabouts reduce vehicle speeds.
4. **Vegetation and Street Furniture:** Trees, benches, and public art create an inviting atmosphere.

Revitalizing the Waterfront

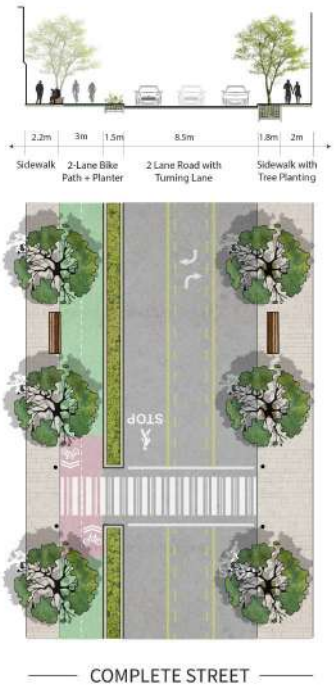
Transforming waterfront areas into complete streets offers several benefits:

Enhanced Connectivity: By prioritizing pedestrian and cyclist infrastructure, complete streets link waterfront destinations. People can easily move between the downtown and the waterfront. People can easily move between restaurants, hotels, parks, residential areas, cultural and civic sites.

Increased Foot Traffic: A well-designed complete street attracts visitors. As foot traffic grows, local businesses thrive, contributing to economic revitalization.

Improved Aesthetics: Green spaces, seating, and waterfront views create an appealing environment. Imagine landscaped streets lined with outdoor cafes and public art installations.

Reduced Car Dependence: Complete streets encourage alternative to driving, reducing congestion and pollution. The streets connecting the downtown to the waterfront become more inviting for leisurely walks and bike rides.



COMPLETE STREET






Waterfront Seasonality - Summer Festival
• Rotary Fest in Clergue Park
• Expansion of Festivals into Streetscapes (Festival Road, Foster Dr, Brock St, Spring St)
• Expansion of Festivals into the Cultural District (and connected to The Plaza)
• Expansion of Festivals into Bondar (connecting with new retail area and the Pavilion)


Waterfront Seasonality - Winter Activity
• Skating Loop in Clergue Park
• Winter Huts, Ice Sculptures, Winter Installations within Clergue Park
• Shipping container retail site at Bondar Pavilion open with warming stations and fire pits







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O2

Cost Estimate - Class C

Summary of Probable Costs

Project: **Sault Ste Marie Waterfront Design Plan**
Phase: **Final Waterfront Design Plan**
Client: **Tourism & City of Sault Ste. Marie**

O2 Project No.: **231102**
Date : **2025-04-17**

File Path: N:\Projects\231102 Sault Site Marie Waterfront Design Plan\04- Cost Estimate\231102 - Class 4 Cost Estimate 2025\Final Cost Estimate\[O2.CostEstimate.2025-04-16_Phases - P1 to P3.xlsx]SUMMARY N

ITEM	CLASS 4 OPC SUMMARY *		TOTAL	
I	PHASE 1		$	6,598,701.05
II	PHASE 2		$	1,843,154.56
III	PHASE 3		$	4,828,782.71
	Sub-Total (All Items)		**$**	**13,270,638.33**
	Contingency	30.0%	**$**	**3,981,191.50**
	TOTAL (ALL ITEMS)		**$**	**17,251,829.83**

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O2

Cost Estimate - Class C

Summary of Probable Costs

Project: **Sault Ste Marie Waterfront Design Plan**
Phase: **Phase 1 Final Waterfront Design Plan**
Client: **Tourism & City of Sault Ste. Marie**

O2 Project No.: **231102**
Date : **2025-04-17**

PHASE 1 - Desitnation Playground + Waterfront Promenade

Item	Description	Drawing Reference Note	Quantity	Unit	Unit Rate	Amount
Demolition						
1.0	***Demolition***					
1.1	Demolish and remove hardscape- *landscape scope of work, excludes engineering components (shorewalls, utility diversions, utility removals, roads). Includes pathways etc.*		47.6	sq. m.	$ 15.00	$ 714.00
1.2	Softscape clearning and grubbing - *landscape scope of work, excludes engineering components (shorewalls, utility diversions, utility removals, roads)*		220.0	sq. m.	$ 6.00	$ 1,320.00
1.3	Remove and stockpile existing riprap for re-use on site - *refer to Riprap item below*		399.4	sq. m.	$ 40.00	$ 15,974.00
Earthwork						
2.0	***Shrub & Perennial Growing Media and Mulch***					
2.1	450 mm depth Topsoil		7.2	cu.m.	$ 62.00	$ 446.40
2.2	75mm depth Bark Mulch		1.2	cu.m.	$ 6.00	$ 7.20
3.0	***Tree Planting Soil cells***					
3.1	Soil cells (per Promenade tree)		6.0	each	$ 15,000.00	$ 90,000.00
4.0	***Tree Planting - Topsoil (Waterfront & Promenade)***					
4.1	Topsoil - 30m3 per tree		330.0	cu.m	$ 40.00	$ 13,200.00
Hardscape						
5.0	***Paving***					
5.1	Promenande Unit Paving - *Supply and install, including pavers, sand, granular base and subgrade preparation*		285.0	sq.m	$ 400.00	$ 114,000.00
6.0	***Riprap***					
6.1	Riprap - *Existing Riprap stockpiled from Demolition.*		599.0	Tonne	$ -	$ -
6.2	Riprap - *Supply and install 400mm riprap (size may vary) @ 1.5 m depth*		601.0	Tonne	$ 182.00	$ 109,377.45
7.0	***Armouring Steps***					
7.1	Stone Steps -*supply and install. Includes subbase*		130.0	l.m.	$ 1,500.00	$ 195,000.00
Softscape						
8.0	***Trees***					
8.1	**Deciduous Tree - Waterfront** *Includes supply and installation of trees*		5.0	ea.	$ 650.00	$ 3,250.00
8.2	**Deciduous Tree - Promenade** *Includes supply and installation of trees*		6.0	ea.	$ 650.00	$ 3,900.00
9.0	***Shrubs and Perennials***					
9.1	**#2 Container Shrubs** *Includes supply and installation of shrubs*		16.0	ea.	$ 32.00	$ 512.00
Site Features & Furnishings						
10.0	***Site Features***					
10.1	Large custom round elements, unprocessed boulders		10.0	ea.	$ 1,500.00	$ 15,000.00
Lighting						
11.0	***Lighting***					
11.1	Lighting - *supply & cost for fixture only (excludes installation)*		3.0	ea.	$ 12,000.00	$ 36,000.00
Destination Playground						
12.0	***Destination Playground***					
12.1	Destination Playground - *inclusive of surfacing, play equipment, planting etc.*		1.0	l.s	$ 6,000,000.00	$ 6,000,000.00
	SUB-TOTAL (PHASE 1:)					***$ 6,598,701.05***
	CONTINGENCY - 30%					***$ 1,979,610.32***
	TOTAL (PHASE 1:)					***$ 8,578,311.37***

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O2

Cost Estimate - Class C

Summary of Probable Costs

Project: **Sault Ste Marie Waterfront Design Plan**
Phase: **Phase 2 Final Waterfront Design Plan**
Client: **Tourism & City of Sault Ste. Marie**

O2 Project No.: **231102**
Date : **2025-04-17**

PHASE 2 - Beach Area + Waterfront Promenade

Item	Description	Drawing Reference Note	Quantity	Unit	Unit Rate	Amount
Demolition						
1.0	***Demolition***					
1.1	Demolish and remove hardscape- *landscape scope of work, excludes engineering components (shorewalls, utility diversions, utility removals, roads). Includes pathways etc.*		336.0	sq. m.	$ 15.00	$ 5,040.00
1.2	Softscape clearning and grubbing - *landscape scope of work, excludes engineering components (shorewalls, utility diversions, utility removals, roads)*		891.2	sq. m.	$ 6.00	$ 5,347.20
1.3	Remove and stockpile existing riprap for re-use on site - *refer to Riprap item below*		300.0	sq. m.	$ 40.00	$ 12,000.00
Earthwork						
2.0	***Shrub & Perennial Growing Media and Mulch***					
2.1	450 mm depth Topsoil		25.7	cu.m.	$ 62.00	$ 1,590.30
2.2	75mm depth Bark Mulch		4.3	cu.m.	$ 6.00	$ 25.65
3.0	***Tree Planting (Soil cells)***					
3.1	Soil cells (per Street & Plaza tree)		10.0	each	$ 15,000.00	$ 150,000.00
4.0	***Tree Planting - Topsoil***					
4.1	Topsoil - 30m3 per tree		300.0	cu.m	$ 40.00	$ 12,000.00
5.0	***Tree Planting (only Park Trees)***					
5.1	10 m3 of growing medium per tree		60.0	cu.m.	$ 62.00	$ 3,720.00
5.2	.35 m3 of bark mulch per tree		2.1	cu.m.	$ 6.00	$ 12.60
6.0	***Plug Planting Areas (Wetland)***					
6.1	450mm depth topsoil		79.2	cu.m.	$ 25.00	$ 1,979.77
Hardscape						
7.0	***Paving***					
7.1	Promenande Unit Paving - *Supply and install, including pavers, sand, granular base and subgrade preparation*		546.0	sq.m	$ 400.00	$ 218,400.00
8.0	***Sand***					
8.1	Sand (beach) - *Supply and install premium 2mm fine play-grade beach sand*		516.6	cu.m	$ 225.00	$ 116,245.73
9.0	***Riprap***					
9.1	Riprap - *Existing Riprap stockpiled from Demolition.*		450.0	Tonne	$ -	$ -
9.2	Riprap - *Riprap includes relocated and stockpiled riprap from demolition, additional to new riprap needed*		350.0	Tonne	$ 182.00	$ 63,700.00
10.0	***Washed Rock***					
10.1	Washed Rock Gravel Beach - *supply and install. Includes subbase*		751.9	sq.m	$ 38.00	$ 28,572.80
11.0	***Armouring Steps***					
11.1	Stone Steps -*supply and install. Includes subbase*		343.0	l.m.	$ 1,500.00	$ 514,500.00
11.2	Concrete (ramp + landing) at Armouring Steps - *supply and install. Includes subbase*		121.5	sq.m	$ 150.00	$ 18,228.00
Softscape						
12.0	***Trees***					
12.1	**Deciduous Tree - Waterfront** *Includes supply and installation of trees*		6.0	ea.	$ 650.00	$ 3,900.00
12.2	**Deciduous Tree - Promenade** *Includes supply and installation of trees*		10.0	ea.	$ 650.00	$ 6,500.00
13.0	***Shrubs and Perennials***					
13.1	**#2 Container Shrubs** *Includes supply and installation of shrubs*		57.0	ea.	$ 32.00	$ 1,824.00
14.0	***Plug Mixes (Wetland)***					
14.1	*Perennial Mix 2 - Supply and install mix of #2 pots*		198.0	sq. m.	$ 65.00	$ 12,868.51
Site Features & Furnishings						
15.0	***Site Features***					
15.1	Large custom round elements, unprocessed boulders		56.0	ea.	$ 1,500.00	$ 84,000.00
16.0	***Site Furnishings***					
16.1	Umbrellas - *supply and install*		9.0	ea.	$ 7,500.00	$ 67,500.00
16.2	Lounge Chair (permanent - wood finish)		9.0	ea.	$ 3,000.00	$ 27,000.00
16.3	Adirondack chair (moveable)		14.0	ea.	$ 800.00	$ 11,200.00
Lighting						
17.0	***Lighting***					
17.1	Lighting - *supply & cost for fixture only (excludes installation)*		6.0	ea.	$ 12,000.00	$ 72,000.00
Washroom Facility						
18.0	***UrbanBlue Washroom Facility***					
18.1	UrbenBlu Double Unit with adult Changing Table 8' 11" X 24'		1.0	LS	*$365,000*	$ 365,000.00
18.2	Water Fountain 2 level with bottle refiler , wall reenforcement		1.0	LS	*$10,000*	$ 10,000.00
18.3	Roof Extension with Shower and concrete Pad		1.0	LS	$30,000	$ 30,000.00
	SUB-TOTAL (PHASE 2:)					***$ 1,843,154.56***
	CONTINGENCY - 30%					***$ 552,946.37***
	TOTAL (PHASE 2:)					***$ 2,396,100.93***

510-255 17 Ave SW Calgary AB T2S 2T8
(403) 228-1336
www.o2design.com

O2

Cost Estimate - Class C

Summary of Probable Costs

Project: **Sault Ste Marie Waterfront Design Plan**
Phase: **Phase 3 Final Waterfront Design Plan**
Client: **Tourism & City of Sault Ste. Marie**

O2 Project No.: **231102**
Date : **2025-04-17**

PHASE 3 - Waterfront Pools + Boardwalk

Item	Description	Drawing Reference Note	Quantity	Unit	Unit Rate	Amount
Demolition						
1.0	***Demolition***					
1.1	Demolish and remove hardscape- *landscape scope of work, excludes engineering components (shorewalls, utility diversions, utility removals, roads). Includes pathways etc.*		47.6	sq. m.	$ 15.00	$ 714.00
1.2	Softscape clearning and grubbing - *landscape scope of work, excludes engineering components (shorewalls, utility diversions, utility removals, roads)*		220.0	sq. m.	$ 6.00	$ 1,320.00
1.3	Remove and stockpile existing riprap for re-use on site - *refer to Riprap item below*		399.4	sq. m.	$ 40.00	$ 15,974.00
Earthwork						
2.0	***Lawn and Seed Planting Areas***					
2.1	125mm depth topsoil		32.9	cu.m.	$ 25.00	$ 822.63
3.0	***Shrub & Perennial Growing Media and Mulch***					
3.1	450 mm depth Topsoil		1.8	cu.m.	$ 62.00	$ 111.60
3.2	75mm depth Bark Mulch		0.3	cu.m.	$ 6.00	$ 1.80
4.0	***Tree Planting Soil cells***					
4.1	Soil cells (per Promenade tree)		8.0	each	$ 15,000.00	$ 120,000.00
5.0	***Tree Planting - Topsoil (Waterfront & Promenade)***					
5.1	Topsoil - 30m3 per tree		390.0	cu.m	$ 40.00	$ 15,600.00
Hardscape						
6.0	***Paving***					
6.1	Promenande Unit Paving - *Supply and install, including pavers, sand, granular base and subgrade preparation*		282.6	sq.m	$ 400.00	$ 113,040.00
7.0	***Riprap***					
7.1	Riprap - *Existing Riprap stockpiled from Demolition.*		599.0	Tonne	$ -	$ -
7.2	Riprap - *Supply and install 400mm riprap (size may vary) @ 1.5 m depth*		1,051.0	Tonne	$ 182.00	$ 191,277.45
8.0	***Wooden Decking***					
8.1	Wood Decking - *excludes pool decking*		1,527.0	sq.m	$ 1,455.00	$ 2,221,785.00
8.2	Wood Decking Steps - *excludes pool decking, excludes helical piles*		150.6	l.m.	$ 1,800.00	$ 271,112.40
9.0	***Armouring Steps***					
9.1	Stone Steps -*supply and install. Includes subbase*		260.0	l.m.	$ 1,500.00	$ 390,000.00
Waterfront Pools						
11.0	***Docks***					
11.1	Gangway					$ 50,403.00
11.2	Fixed Dock (Pier)					$ 112,257.18
11.3	Floating Docks					$ 823,640.14
12.0	***Ancrages***					
12.1	Anchor Blocks					$ 27,476.26
13.0	***Accessories and Various Design Requirements***					
13.1	Gates, cleats, ladders, lights, kiosk, platforms, safety equipment, etc.					$ 142,366.48
14.0	***Additional Costs***					
14.1	Engineering					$ 65,865.22
14.2	Delivery					$ 33,186.48
14.3	Installation					$ 106,395.38
Softscape						
15.0	***Trees***					
15.1	**Deciduous Tree - Waterfront** *Includes supply and installation of trees*		5.0	ea.	$ 650.00	$ 3,250.00
15.2	**Deciduous Tree - Promenade** *Includes supply and installation of trees*		8.0	ea.	$ 650.00	$ 5,200.00
16.0	***Shrubs and Perennials***					
16.1	**#2 Container Shrubs** *Includes supply and installation of shrubs*		4.0	ea.	$ 32.00	$ 128.00
17.0	***Turf at Pool Deck***					
17.1	Softscape Turf areas *Includes supply and installation*		225.0	sq. m.	$ 10.00	$ 2,250.00
18.0	***Seed Mixes (Planters near Benches)***					
18.1	*Highland Riparian Mix Groundcover - Seed mix*		38.2	sq. m.	$ 40.00	$ 1,529.69
Site Features & Furnishings						
19.0	***Site Features***					
19.1	Large custom round elements, unprocessed boulders		8.0	ea.	$ 1,500.00	$ 12,000.00
20.0	***Site Furnishings***					
20.1	Custom Wooden Benches -*Supply and install*		18.0	l.m.	$ 282.00	$ 5,076.00
Lighting						
21.0	***Lighting***					
21.1	Lighting - *supply & cost for fixture only (excludes installation)*		8.0	ea.	$ 12,000.00	$ 96,000.00
	SUB-TOTAL (PHASE 3:)					***$ 4,828,782.71***
	CONTINGENCY - 30%					***$ 1,448,634.81***
	TOTAL (PHASE 3:)					***$ 6,277,417.53***

The Corporation of the
City of Sault Ste. Marie

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

June 2, 2025

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Nicholas Cicchini, Junior Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	Request for Deferral: A-6-25-Z – 99 Melville Road

PURPOSE

The applicant, Mangesh Shende, has submitted an application to rezone the subject property from Gentle Density Residential (R2) Zone to Low Density Residential (R3) Zone to permit the existing illegal Rooming House.

PROPOSED CHANGE

The applicant is seeking Council's approval to rezone the subject property from Gentle Density Residential (R2) Zone to Low Density Residential (R3) Zone to permit a Rooming House the existing illegal rooming house.

Subject Property:

- Location: The subject property is located on the west side of Melville Road approximately 230 metres (m) southeast of the Trunk Road and Dacey Road Intersection.
- Approximate Size: The subject property has approximately 34.4m of frontage along Melville Road, a depth of 57.2m, and a total area of 0.2 Ha.
- Present Use: Illegal Rooming House
- Owner: Mangesh Shende

BACKGROUND

The previous use of the subject property was a Place of Worship.

Building Division records indicate that the owner/applicant converted the existing building into a 12-unit rooming house without the benefit of building permits or zoning approvals. At least one unit was also offered as a short-term rental without the benefit of a license. Therefore, this application was brought to Staff's attention as a result of a neighbourhood complaint.

ANALYSIS

As a result of the City's formal public notice, a number of formal written objections (attached) were received by neighbours between May 21st and May 22nd. Among other concerns raised, it was brought to staff's attention that public notices for the

applicant's neighbourhood meeting may not have been received in a timely manner. In fact, there is evidence that the applicant may not have circulated certain notices until the day before the meeting. It is noted that Planning staff attended the neighbourhood meeting on April 24th, 2025, and no neighbours showed up. Given this, Planning staff is recommending that this application be deferred so that another applicant hosted neighbourhood meeting can be held, with proper notice so that residents have an opportunity to properly engage. Planning staff will ensure that proper notices are given in a timely manner.

On April 3rd, 2025, the Junior Planner provided the applicant with detailed guidelines with respect to hosting a neighbourhood information session. Among other things, the guideline requires notices to be distributed to all property owners within 120m of the subject property, at least 2 weeks before the neighbourhood meeting.

Therefore, it is recommended that this application be deferred and that the applicant host another neighbourhood information session. Planning staff will mail out the required notices for the neighbourhood meeting.

FINANCIAL IMPLICATIONS
Deferral of this application does not impact municipal finances.

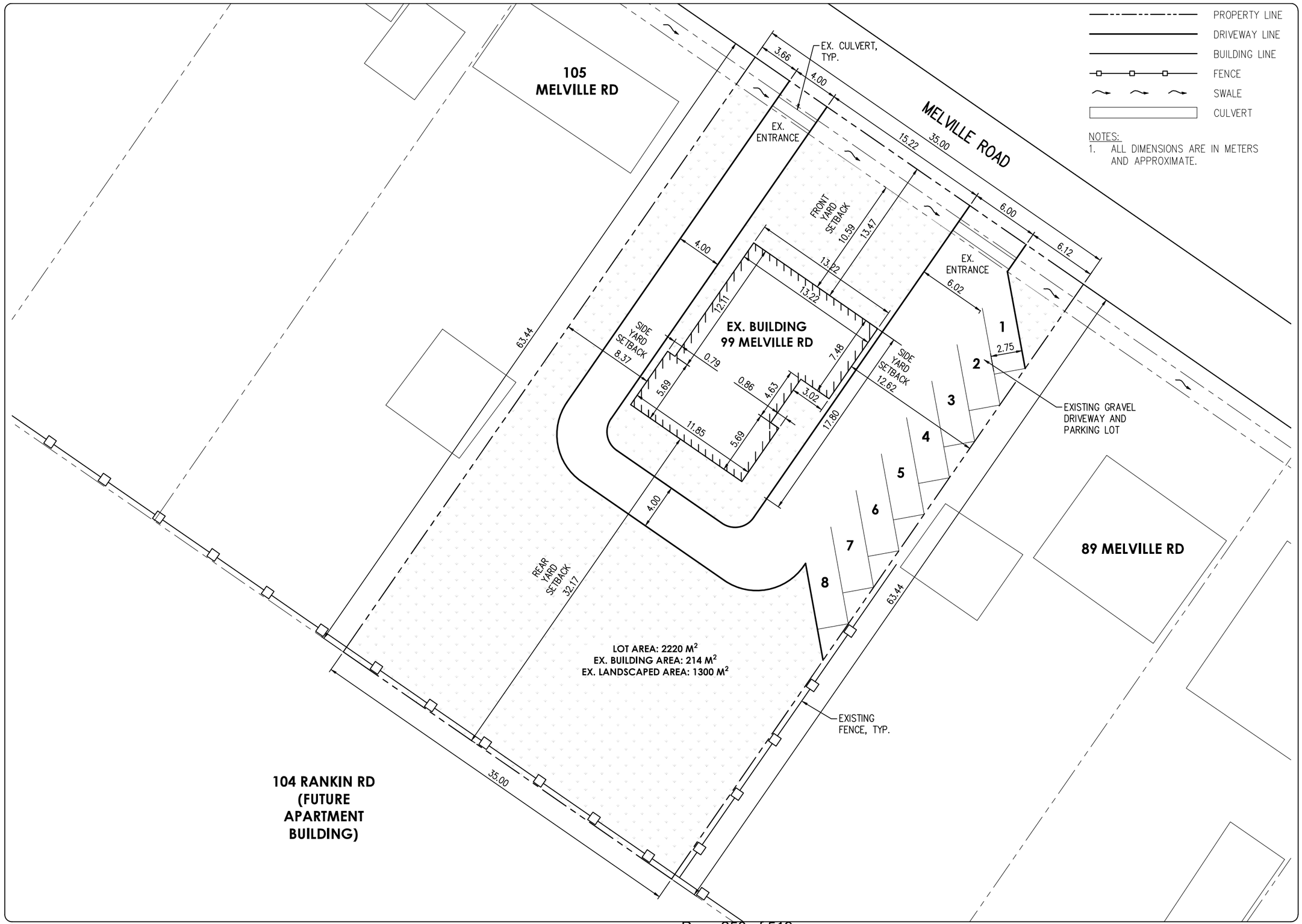
STRATEGIC PLAN / POLICY IMPACT
Deferral of this application is not linked to any polices contained within the Corporate Strategic Plan.

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

Resolved that the report of the Junior Planner dated June 02, 2025, concerning Planning Act application A-6-25-Z be received and that Council postpone this application to July 14, 2025.

Respectfully submitted,

Nicholas Cicchini
Junior Planner
705.759.5375
n.cicchini@cityssm.on.ca



SEAL

N

REVISIONS

REV #	DESCRIPTION	DATE
A	FOR REZONING APPLICATION	2025-02-19

PROJECT:

99 MELVILLE RD,
SAULT STE. MARIE, ON
P6A 5J6

DRAWING TITLE:

SITE PLAN

DRAWN: MS

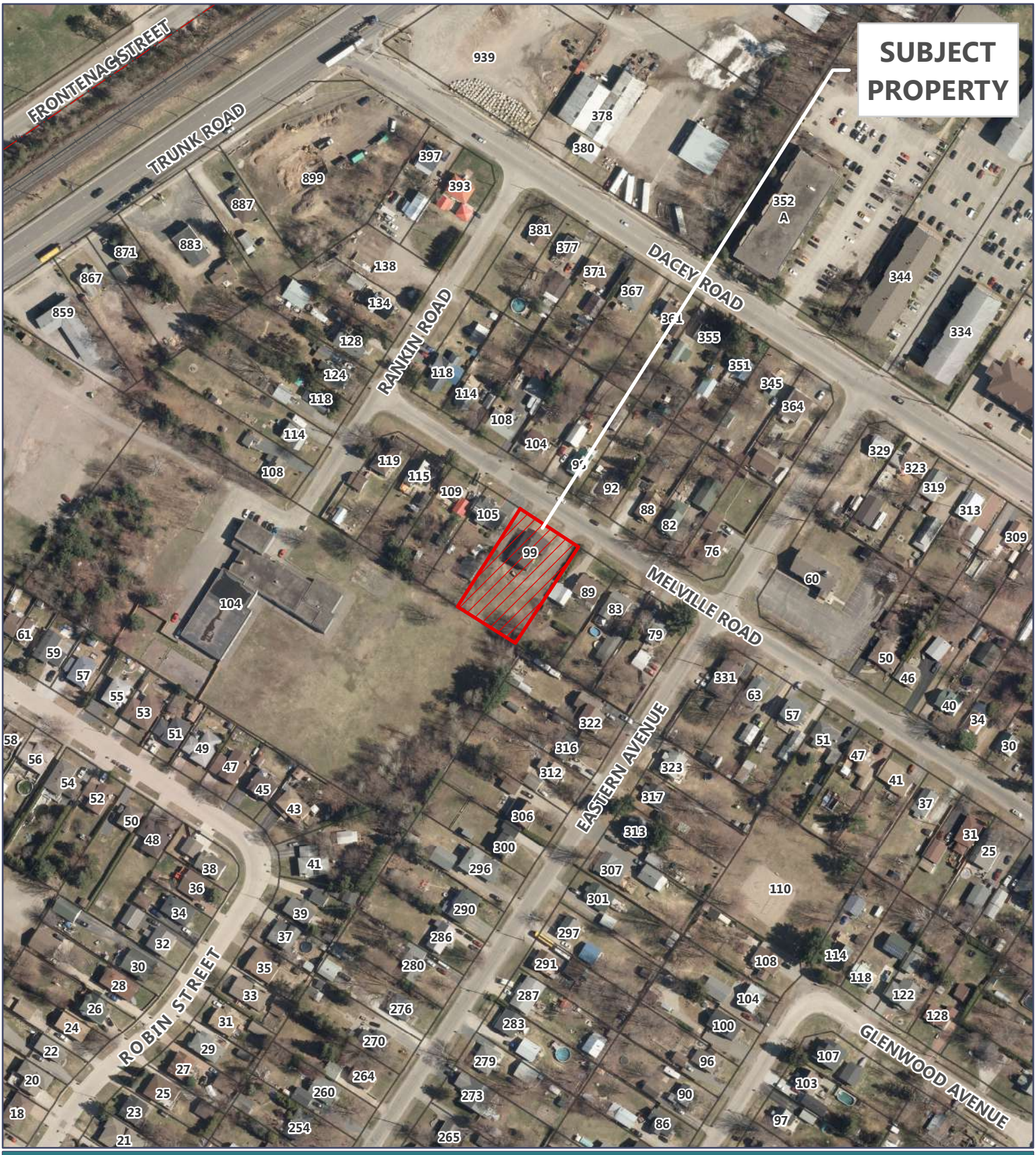
CHECKED: MS

DATE : 2025-02-12

SHEET 1 OF 1

SK1

SCALE: 1:8



Application A-6-25-Z: Aerial Image

Property Information

Civic Address: 99 Melville Road
Roll No.: 010050058000000
Map No.: 47/1-39
Date Created: April 4, 2025

SAULT STE.MARIE

Planning and Enterprise Services

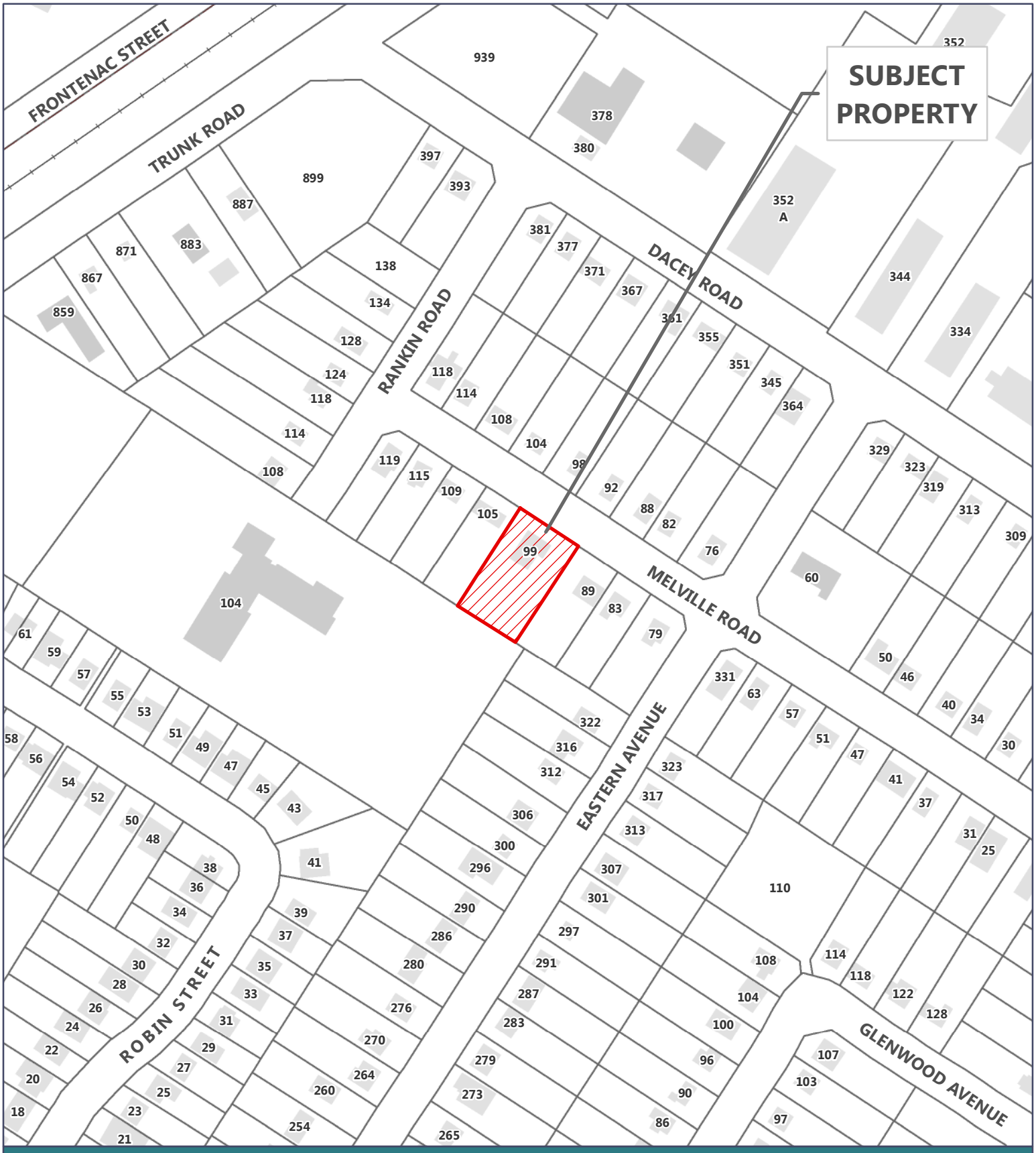
Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

Subject Property
Parcel Fabric

0 30 60 m
1:2,500

This map is for general reference only
Orthophoto: 2022

N



Application A-6-25-Z: Subject Property

Property Information

Civic Address: 99 Melville Road
Roll No.: 010050058000000
Map No.: 47/1-39
Date Created: April 4, 2025

SAULT STE. MARIE

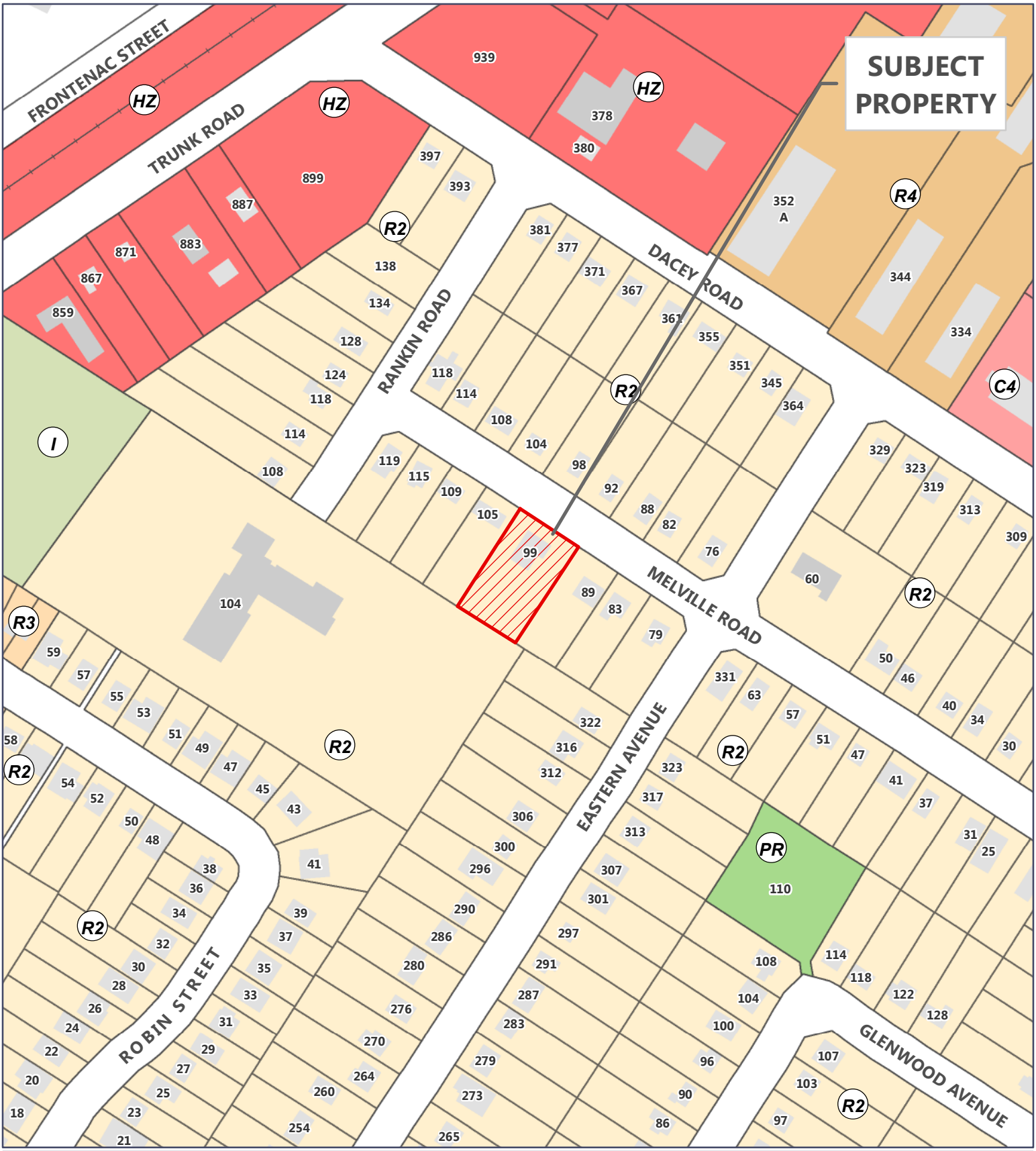
Planning and Enterprise Services

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

Subject Property
Parcel Fabric
Residential
Commercial/industrial

0 25 50 m
1:2,500
This map is for general reference only.

N



Application A-6-25-Z: Existing Zoning

Property Information

Civic Address: 99 Melville Road
Roll No.: 010050058000000
Map No.: 47/1-39
Date Created: April 4, 2025

0 40 80 m
1:2,500
This map is for general reference only.

N

SAULT STE.MARIE

Planning and Enterprise Services

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

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

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

NOTICE OF APPLICATION & PUBLIC MEETING

99 Melville Road

Application No.: A-6-25-Z
Applicant: Mangesh Shende

Date: June 02, 2025
Time: 5:00 PM

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

PURPOSE

The applicant, Mangesh Shende, requests that the subject property be rezoned so that the existing Rooming House conforms with Zoning By-law 2005-150.

PROPOSED CHANGE

To rezone the subject property from Gentle Density Residential (R2) Zone to Low Density Residential (R3) Zone to permit a Rooming House.

HAVE YOUR SAY

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



TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, June 02, 2025, at 5:00 p.m. to consider a proposed amendment to Zoning By-Law No. 2005-150 under Section 34 of The Planning Act, Chap. P.13, R.S.O.1990, as amended. Rogers TV will broadcast this meeting and may be viewed on Rogers TV Community Programming Channel, Sootoday.com, and on the City's YouTube Channel at: https://www.youtube.com/saultstemarieca.

Any person wishing to present at the public meeting may do so electronically or in person. Electronic participants must contact the City Clerk at cityclerk@cityssm.on.ca or 705-759-5388 to register as a presenter. Registered presenters will be provided with instructions as to how to join the meeting in advance Any written submissions received in advance of the meeting will be included with Council's Agenda.

MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, May 30, 2025, as part of City Council's Agenda. Please contact Nicholas Cicchini at 705.759.5375 or n.cicchini@cityssm.on.ca to request a digital copy. Please refer to the application file number.

WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Nicholas Cicchini, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to n.cicchini@cityssm.on.ca with your name, address and application file number on or before **Monday, June 02, 2025**.

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

LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

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

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

Subject: **City of Sault Ste. Marie Zoning Application No. A-6-25-Z**

99 Melville Road. To allow for an "Existing Rooming House"

Formal written comments – Kirk Dillabough, 83 Melville Road

Date: May 22nd, 2025

To City of Sault Ste. Marie Municipal Council.

I am submitting the following written comments regarding the proposed zoning change at 99 Melville Road. Below are my concerns in relation to the application.

Summary of Concerns:

1) The building is not an **"existing rooming house"** as described in the public notification document. It was a built rooming house without zoning or City of Sault Ste. Marie approval. The applicant was aware of the lack of proper zoning. The applicant continued to proceed with building and renting rooms despite efforts from the City of Sault Ste. Marie. The applicant provided photos of the interior of the building prior to improvements. No rooms were established within it.

    - The applicant made building renovations without authority of a building permit in 2023 after acquiring the property.
    - On November 27, 2023, the applicant obtained a building permit (PERMIT #2022-1740). This was to authorize the improvements being made. The City of Sault Ste. Marie was aware of the improvements prior to permit issuance. The permit issued was for a single-family dwelling per current zoning. The permit was for a 6-bedroom, 4-bathroom home.
    - The applicant continued to build a rooming house despite objections and efforts to regulate it from the City of Sault Ste. Marie (up to 12 rooms).
    - In a June 13, 2024, email from the applicant to the City of Sault Ste. Marie it was acknowledged the occupancy was for a single-family residential use. An Occupancy Permit was granted.
    - Shortly after this point listings appeared on websites like Kijiji and AirBnB for rooms to rent. It advertised 12 rooms plus common rooms.
    - On July 31, 2024, a complaint was noted to the City of Sault Ste. Marie about the building potentially being used as a rooming house.
    - On September 12, 2024, the City of Sault Ste. Marie sent a letter to the applicant outlining concerns. Those concerns cited the building was being used for purposes despite the current zoning (rooming house, short-term rental)
    - Occupation as a rooming house continued.

- On December 4, 2024, an Order to Comply was issued to the applicant as the building was being used inappropriately.
- On January 9, 2025, The City of Sault Ste. Marie issued a letter about the failure of the applicant to comply with the above-noted order. It was referred to Legal Services of the City of Sault Ste. Marie.
- Occupation as a rooming house continued.
- On March 3, 2025, The City of Sault Ste. Marie verified compliance appropriate to the zoning (three renters and owner). Keyed locks to be removed from basement bedrooms is noted.
- Application to change zoning sent to landowners in April/May of 2025 to allow for an “existing rooming house”.
- The City of Sault Ste. Marie has extensive records from visits and building inspections noting concerns with the building and the use of it. This was not an established rooming house or had improvements allowing for it. The improvements were made by the applicant post 2023 and after acquisition of the property.

2) This development has failed to adhere to established planning processes. The development went around the municipal planning process with the intention of achieving zoning after the fact. This application does not allow for meaningful public comment.

    - All the developers in the city are required to obtain zoning changes prior to construction. This allows for meaningful public input and decision making. This process is authorizing something that was built without considering process. In fact, more review has gone into reviewing applications for minor works when listening to city council deliberations. This is a major development that could change the characteristics of a single-family neighbourhood. The applicant knowingly developed the rooming house despite the lack of zoning. Neighbours revealed that workers told them of what the project was, and the zoning would be changed later.
    - The potential impacts of this development are not clear. Consideration for density or impacts on services are not disclosed. There is also no data disclosed about whether this is a complementary use or if a mixed use of this type is appropriate. It appears to be a process of legalizing something that was done illegally.
    - The City of Sault Ste. Marie is providing a comment period as outlined in a regulatory framework. It is noted that the report to council is available one working day prior to council deliberations. A resident is expected to obtain and read the report one working day prior to council deliberations. This is

not meaningful public engagement. Those reports contain important information that residents may consider if they need to provide comments. For example, are there any conflicts with this development and the 18 apartments currently being developed at the rear of the building in an old school? From what I understand that development is following process. This did not.

- The applicant provided some pre-notice information to residents. They were invited to a meeting scheduled on April 23, 2025. A letter was received only one day prior on April 22, 2025. The letter was dated April 9, 2025, and the applicant tried to explain they were hand delivered no later than April 13, 2025. When challenged with camera footage it was conceded that it was hand delivered on April 22, 2025. This demonstrated another example of a process by the applicant to minimalize public engagement into a development that has potential implications to residents. The demographic of the neighourhood is long-term residents. Municipal planning processes can be complex and challenging to navigate. Minimal public comment periods by an applicant do not allow for residents to comment on proposals.

3) Does Section 41 of the *Planning Act* apply? Did the development fail to meet site plan control requirements?

    - This development built 12-bedrooms that are used by separate individuals. It was evidenced that this was the case with rental ads. The applicant established a rooming house without authority. The City of Sault Ste. Marie was aware of the development.
    - If the development would have been done correctly would the applicant have required site plan control?

4) The contribution of this development to the City of Sault Ste. Marie housing objectives. Including the capacity of the City of Sault Ste. Marie to manage these types of developments.

    - It is anticipated the approval of a full rooming house will result in increased workload for the city related to by-law enforcement. Several communities in Ontario have had to create regulatory frameworks to manage rooming houses. I appreciate if the zoning is in place the city has little ability to deny an occupation. In this case the zoning change is being applied for. Again, after the fact.

- The applicant knowingly built a rooming house without authorization or zoning. There have been several challenges made related to rooming houses including to the Ontario Municipal Board in communities across Ontario. A reference could not be found that the city requires more housing units of this type. In fact, reference is made that more self-contained units are required (ex. apartments). Given the current financial situation will the city have resources to monitor this location or similar rooming houses? The allowed use of short-term rentals under R3 zoning does not increase the housing supply for the city. It tends to service vacationers and people transiting through the city. In some instances, the short-term rental definition is excluded for the *Residential Tenancies Act*. Long-term residency tends to make people become more part of the community especially in a single-family neighborhood.

  In the City of Toronto they recently released (2024) a framework to manage rooming houses. This was due to concerns about building code, occupations, and un-regulated use. One of the key points the City of Toronto committed to is:

  "Putting in place an effective enforcement and compliance program, including a dedicated enforcement team, annual inspections, increased fines, a Multi-Tenant House Licensing Tribunal and other enforcement tools." *Source: City of Toronto Website*

  It should be noted that other communities in Ontario are facing challenges related to rooming houses. This includes regulating them, defending resident rights and safety. This information is readily available through internet searches.

  This zoning change could put a strain on city resources. Allowing this type of use could be an indicator and trend to repurpose or build new rooming houses within the city (without authorization). This could cause the city to have to consider a framework as noted above. Land availability and real estate values in the City of Toronto is very different than Sault Ste. Marie and the requirement to have rooming houses may be required in the case of Toronto. I have not found literature that shows that Sault Ste. Marie requires this supply.

- This development is outside of the area identified by the city for intensification.

5) Impacts to a single-family neighbourhood.

- The legalization of an observed unauthorized use done outside of proper planning could have implications. For example, does a rooming house affect adjacent property values? This process is an approval after the fact approach. The demonstrated need for this use is not clearly documented. It only demonstrates authorization of works done by a developer who ignored the City of Sault Ste. Marie officials and legislated requirements. This despite being cautioned by the City of Sault Ste. Marie including forwarding the file onto legal services.

6) Observations of 99 Melville Road while being used as a “rooming house”:

Improvements

The applicant cited that he has improved a rundown building.

- I appreciate significant investment could have occurred on the inside of the building. Those investments have little consequence to me. In fact, I am not sure or care to certain degree what they are.
- The exterior of the building has had minimal visual change. Some painting and window installation occurred. The exterior has changed substantially since the previous use. This is documented below.

Physical Observations

- Prior to the current owner I had no concerns with the occupation. In fact, the City of Sault Ste. Marie engaged with that previous owner when one person started living in it. The use was not deemed appropriate. That activity stopped. Note an Order to Comply was issued in that case.
- Prior to the current owner's occupancy, there were no concerns with the building’s use. However, when the building began operating as a rooming house, several issues arose, including increased garbage. Piles of delivery boxes were found outside the door, and the recycling bin was consistently overflowing. The building was also assigned two waste bins, which were regularly overflowing. It is important to note that the use of two waste bins is a contravention under the Waste and Recycling Bylaw 2022-24, and no records from the City of Sault Ste. Marie have shown approval for this arrangement at a single-family residential property when requested through *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56*. This discrepancy raises questions about whether

the applicant has adhered to all relevant bylaw regulations regarding waste management.

- Increased volume of street parking as residents would have visitors.
- Piles of old furniture stacked outside the building.
- Vehicle improvements/repairs occurring on the street.
- Observed a resident of the building using a private driveway during the winter months, requiring the owner of the residence to ask them to move the vehicle as his snow removal company couldn't clear his driveway. The winter conditions caused residents of 99 Melville Road to struggle with parking, as snow removal for them was not organized until later in the season.
- Increased daily use of outside areas (multiple fire pits operating, large gatherings, loud profane language being used). Multiple fire pits do not align with the Open Air Burning Bylaw 2024-147.
- City of Sault Ste. Marie Police Service patrol cars attending the building on various dates.
- KC Security Company cars attending the building on multiple dates.
- It is important to note that the applicant maintains that a building overseer is onsite 24 hours a day, 7 days a week yet the above-noted items occurred. A future owner may not provide that service and the service also does not seem to control on site activities.
- Increased presence of out of province licence plates. Observed vehicles for short term stays (one day) which would indicate it was being used as a short-term rental. The City of Sault Ste. Marie did not produce any record showing conformity with the short-term rental by-law. *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56*

General Comments:

- The current owner has indicated that he does a screening of residents to protect his investment. Even with that, the above observations were made. Concerns arise further if the owner was to transfer or sell the property, a new owner may not have the same vision for operation of a rooming house.
- It has only been in full operation for a short time (approximately 7 months). The concerns began quite quickly. City engagement at the property has changed in recent months. The number of residents has been reduced and a lot of the problems resolved themselves (required City of Sault Ste. Marie directing the applicant through an Order to Comply). This would be in line with the original intended use of single-family home or a use consistent with the neighbourhood (ex. duplex, tri-plex). It is important to note that according to records the City

of Sault Ste. Marie officials have had to invest substantial time and resources into this development (site visits, non-conformity, non-compliance etc).

- I had to make a request under the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56*. *(MFIPPA)*. This is for two reasons. One being no one from the Planning Department was returning my call seeking information (I gave up) and two lack of information in which to make fact-based comments. I was required to engage my local Councilor to forward my concerns for me. This should not be required. The costs associated with a *MFIPPA* request of this type can be burdensome for some residents and an example of how the process limits resident's ability to participate.

The development at 99 Melville Road has raised numerous concerns that the City of Sault Ste. Marie needs to address. The applicant knowingly built a rooming house without the proper permits, and the zoning change application is an attempt to legalize this unauthorized use. This process has circumvented public input and proper planning procedures, and I urge the Council to carefully consider the implications of approving this zoning change.

I am concerned about the long-term impacts of approving this application, especially in terms of potential strain on City resources, impact on the neighbourhood, and the precedent it could set for future developments.

Thank you for your consideration of these comments.

Sincerely,



Kirk Dillabough

83 Melville Road

Nicholas Cicchini

Subject: FW: 99 melville

From: Adam Bruni [redacted]
Sent: May 29, 2025 3:28 PM
To: Nicholas Cicchini <n.cicchini@cityssm.on.ca>; Sonny Spina <s.spina@cityssm.on.ca>; Sandra Hollingsworth <s.hollingsworth@cityssm.on.ca>
Subject: 99 melville

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

My name is Adam Bruni and i own the property at 92 Melville which sits directly across the street from the so called rooming house. A 4 plex would have been one thing but what they have there is something like 10 or 12 units from what i can tell. They do not maintain their parking area during the winter and the owner instructs the occupants to park in my driveway. This has cost me hundreds in additional plowing fees as i have to call the company back that maintains my driveway once i have these people remove their vehicles from my property. They have stolen my trash containers which i had to take back. As for how i knew they were mine.....well my mail with my address was stuck to the bottom of them and my number is written on the bottom. For a while the garbage was just piling up outside 99 Melville and we already have a rat problem as it is. Now for the safety concerns. I looked at this building when it was for sale and on the north and south side of the building u can see standing outside that the facia was bowing. When i went into the attic i could see the truss plates were pulling apart. In addition to this the main support beam running across where the altar used to be was starting to buckle on both ends. Did an engineer look at this and sign off? Anyways i am 100 percent against this being rezoned. The area is great for families not individuals just passing through. If this goes through then i will begin converting my current properties to rooming houses and proceed to make additional purchases in upscale neighborhoods to do the same. My 150k dollar house is just as important to me as someones 800k dollar house to them. I would have never purchased here had i known a rooming house where up to 12 or more people would be coming and going from each day along with the other problems multiple personalities living in tight accomodations will inevitably end up going through as time goes on. Feel free to call me anytime [redacted]

Nicholas Cicchini

From: Berny Garneau [redacted]
Sent: May 22, 2025 10:47 AM
To: Nicholas Cicchini
Subject: Zoning Application No. A-6-25-Z

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

My name is Berny Garneau and I live at 89 Melville Rd, Sault Ste. Marie, ON P6A 5J6, Canada, next to this "church."
I bought this house on December 12, 2022. At that time ,this was a quiet and secure neighborhood. That situation has changed with the number of transients and noisy activities at that location. I did not know, nor was informed that the church was converting to a rooming house. I fear my property value will fall due to this change, if allowed. I am 71 years old and would not have purchased this location knowing it was next to a rooming house.
Thank you for your time and consideration
Berny

Nicholas Cicchini

From: christopher macknight [redacted]
Sent: May 23, 2025 6:00 PM
To: Nicholas Cicchini
Subject: 99 Melville application A-6-25-Z

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

To whom it may concern,

My name is Chris Macknight and I live at 82 Melville Rd., Sault Sainte Marie Ontario. Across the street and up two residential addresses used to be a church in my neighborhood. I grew up in this neighbourhood since childhood. My uncle now owns my grandparents house on Eastern Avenue, which backyards are adjacent to.

To my knowledge the church is now a rooming house with several residents, living up and downstairs. Since the church has been occupied, there has been an elevated amount of traffic on the street as well as parking on the roadway through all seasons. There are several garbage cans beside the entry door in the driveway, indicating many residents residing there.

There is often garbage and refuse on the property as well as on the street in front of that address.

There have been several gatherings with fires in the back and many people in attendance. The voices are loud as well as profanity being used that can be heard on the street.

This is a single-family home neighborhood. It always has been and it should remain that way. I was unaware that an older building was allowed to be purchased and changed into a rooming house in my neighborhood. It's my understanding that the zoning does not allow that. Having a rooming house within a stones throw of my front yard is not conducive of this neighborhood.

Since the rooming house opened there have been several police visits at all hours of the day. As well as security companies.

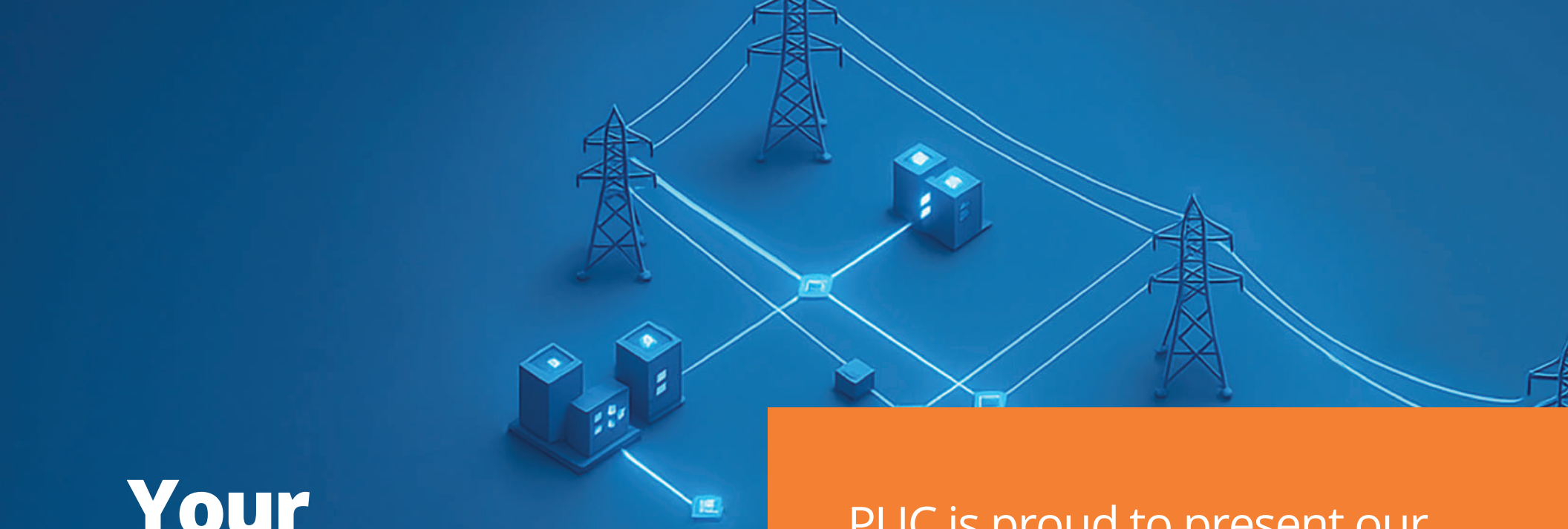
From the documents I have received it is apparent that this person is now attempting to make his rooming house legal when in the face of the city and its rules it wasn't but he built it anyway.

Thank you for your consideration in this matter, respectfully, Chris McKnight.

Sent from my iPhone

The Power of Partnerships





Your Trusted Utility for a Brighter Tomorrow

PUC is proud to present our **2024 Sustainability Report**

This report shows our dedication to driving innovation and fostering sustainable practices that address the evolving needs of our customers while shaping a more sustainable future for all. As we look ahead, we recognize the power in partnership. By partnering with our community, stakeholders, and industry leaders alike, we are not only advancing our business but also leading the charge toward a greener, more sustainable world—pushing boundaries and creating meaningful, lasting change.

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Message from Andy McPhee

Chair, PUC Services Inc. / PUC Inc.

The PUC team continues to raise the bar in innovation, service excellence and delivering on its strategic plan.

With a focus on strategic partnerships PUC was able to create significant new opportunities in 2024 for Sault Ste. Marie that will drive sustainable growth and support community resilience.

Obtaining Ontario Energy Board Leave to Construct Approval to build new Transmission Lines in the city was a significant milestone. Third party recognition as a top employer in Canada as well as for safety were also highlights for PUC in the past year.

As PUC exceeded on its commitment to deliver shareholder value it never wavered on its role as a community partner with great emphasis on charitable giving.

Congratulations to the hard-working employees of PUC including its exceptional leadership team led by Rob Brewer. I would also like to thank my board colleagues who diligently supported and guided PUC through an exciting 2024.

Andy McPhee
Chair, PUC Services Inc./PUC Inc. Board of Directors



Strategic Goals

A conversation with Rob Brewer

President and CEO, PUC Services Inc.

Q. PUC is moving into the final year of its 2023-25 Strategic Plan - Growing with Purpose. How has PUC measured against its goals to date?

Measurements are a key element of our strategic plan. In some areas we have actually surpassed our goal. PUC has already positioned itself as the dominant electrical leader in Northern Ontario and PUC was named as one of Canada's top 100 small and medium employers for 2024. These are two specific long-term (10 years plus) goals that we have already achieved. As well, we have made progress in fostering workplace diversity, equity and inclusion. We are also on track with our focus to becoming the largest provider of water and wastewater services in Ontario! Throughout this report, there are more details on the progress of our strategic plan.

Q. As challenging times continue what has set PUC apart and what advice do you have for other communities grappling with the energy transition?

There are really a few things at play. First, to lead you need to be bold, curious and forward thinking. I believe the senior team at PUC and our employees have fully embraced those qualities. It's also important to be innovative and one of our strengths has been to focus on strategic partnerships. What may seem out of reach for many communities can actually become achievable with the right partners. In order for communities to manage future energy challenges as well as sustain and build their economies, strategic partnerships can be a cost-effective solution.



Q. In a very busy year, what were some of the highlights?

It's definitely been another incredibly active year. Obviously, a major highlight was the Ontario Energy Board (OEB) approval for PUC Transmission's Leave to Construct application. We are now able to build a new 230 kV transmission line that will be a game changer for Sault Ste. Marie. In the short term, it was a critical step to support one of the city's largest employers - Algoma Steel Inc. (ASI). This new line will enable ASI to transition to state-of-the-art electric arc furnaces, allowing them to become more competitive and will also reduce carbon emissions in our community by 70 per cent. This new transmission line will also be critical to attracting investment to Sault Ste. Marie, making our community better positioned to support the growing energy needs of businesses, creating jobs and boosting our economy. I'm also very proud of our progress on promoting safety, including creating a comprehensive Contractor Management Program and a public safety brochure, to promote a safer environment for both workers and the community.

Q. What is ahead for 2025 and beyond?

In our refreshed strategic plan for 2025-27 we continue to build on our progress adding some new long-term goals including being the most successful integrated utility in Ontario so we can drive sustainable growth and support community resilience. We will also focus on building sustainable business outside of Ontario. This will help promote development in communities, fostering economic growth and job creation and drive revenue that can be re-invested to improve the communities we serve. We also are committed to achieving net-zero carbon emissions to create healthier communities. Through our plan and strategic partnerships, we will continue to build a sustainable future for the communities we serve that is driven by innovation, collaboration and a commitment to excellence.



Who We Are

OUR BRAND PROMISE

We lead the way through innovation and compassion to deliver outstanding service every single day.

OUR MISSION

We are a community leader providing safe and reliable utility services

OUR VISION

Improving communities through curiosity and innovation

OUR VALUES

Safety, Integrity, Customer-Centric, Innovative, Accountable

AREAS OF STRATEGIC FOCUS

Customers — Employees — Shareholder

Where We Operate



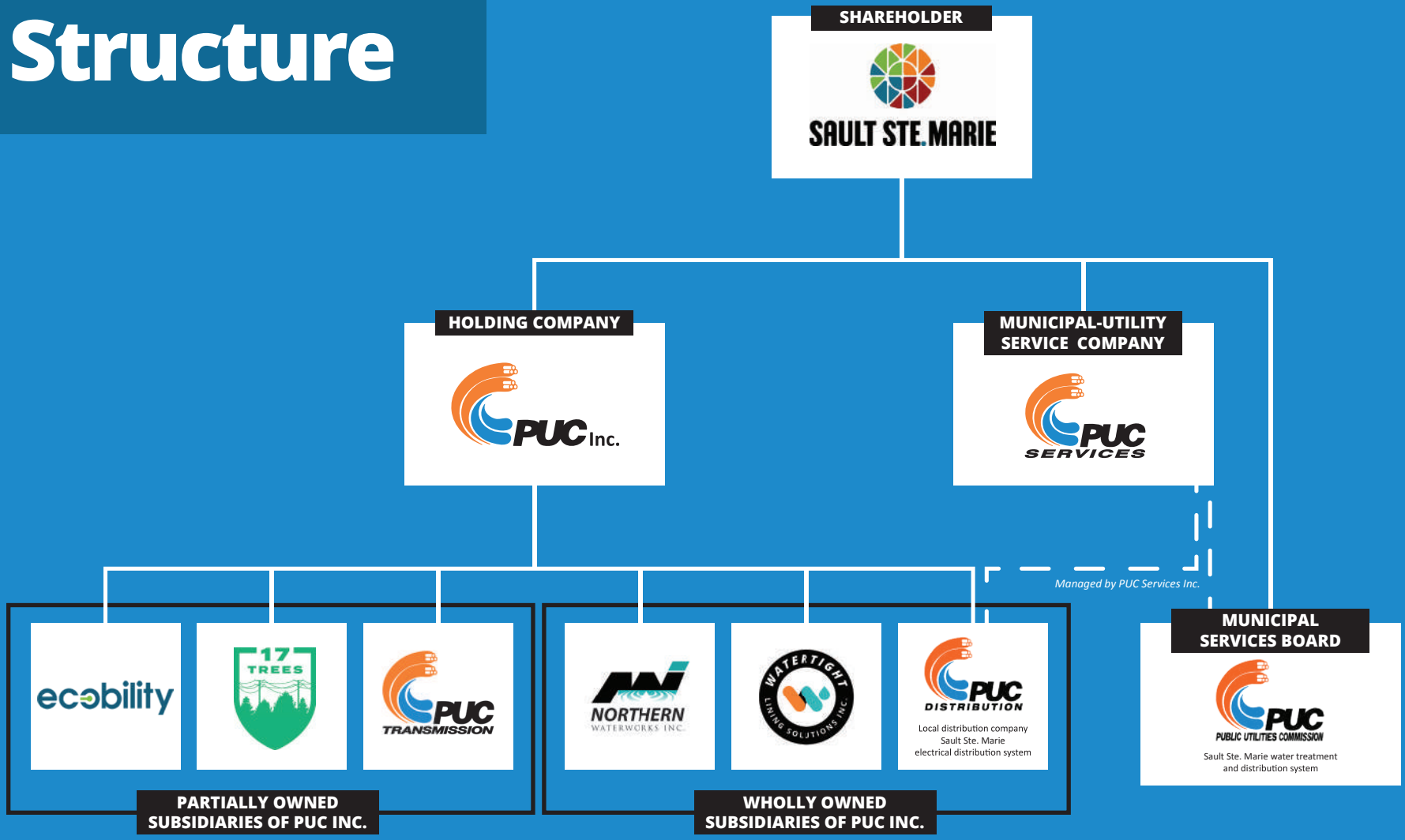
PUC operates in 142 communities throughout Ontario to provide:

The supply of electricity

The supply, treatment and distribution of drinking water and the operation of wastewater treatment facilities

Emergency Response Services and Annual Inspections for First Nations

Corporate Structure



PUC Group of Companies

PUC SERVICES INC.

PUC Services Inc. is a utility services company operating as a wholly owned private company of the Corporation of the City of Sault Ste. Marie.

PUC INC.

PUC Inc. is a holding company registered under the Ontario Business Corporations Act and is wholly owned by the Corporation of the City of Sault Ste. Marie.

Water & Wastewater Services

PUBLIC UTILITIES COMMISSION

The Public Utilities Commission of the City of Sault Ste. Marie owns the water supply and distribution infrastructure responsible for the provision of safe, reliable, potable water to customers within the municipal services boundary of the City of Sault Ste. Marie and Rankin Reserve of the Batchewana First Nation.

NORTHERN WATERWORKS INC.

Northern Water Works Inc. (NWI) provides water and wastewater treatment operations, maintenance and management services to 35 municipal and First Nation clients throughout the Province of Ontario. In addition, NWI provides emergency response services and annual inspections for all 133 First Nation communities across Ontario, either directly or through the Government of Canada's Department of Indigenous Services Canada (ISC) and the Ontario Ministry of the Environment, Conservation and Parks' (MECP) Spills Action Centre (SAC).

WATERTIGHT LINING SOLUTIONS INC.

Watertight Linings Solutions Inc. (WLS)'s focus is helping municipalities fix an expensive and common problem: deteriorating water pipe. WLS uses a Spray-in-Place-Pipe (SIPP) process which applies a polymer lining (Resiline 320). This process can save taxpayers millions of dollars, limit construction delays to as little as one day, and reduce the carbon footprint by up to 75% compared to typical replacement pipe.

Electricity

PUC DISTRIBUTION INC.

PUC Distribution Inc. is a local distribution company (LDC) that distributes electricity to residences and businesses within the boundaries of the City of Sault Ste. Marie, the Batchewana First Nation (Rankin Reserve), Prince Township and parts of Dennis Township.

PUC TRANSMISSION LP

PUC Transmission LP is a transmission company incorporated in 2021 to provide cost-effective, locally owned and operated transmission services to Sault Ste. Marie area industries. PUC Transmission's new 230 kV transmission line will convey electricity from Hydro One's Third Line Station in the city's north end to a new PUC transmission station in the west end.

Other

17 TREES

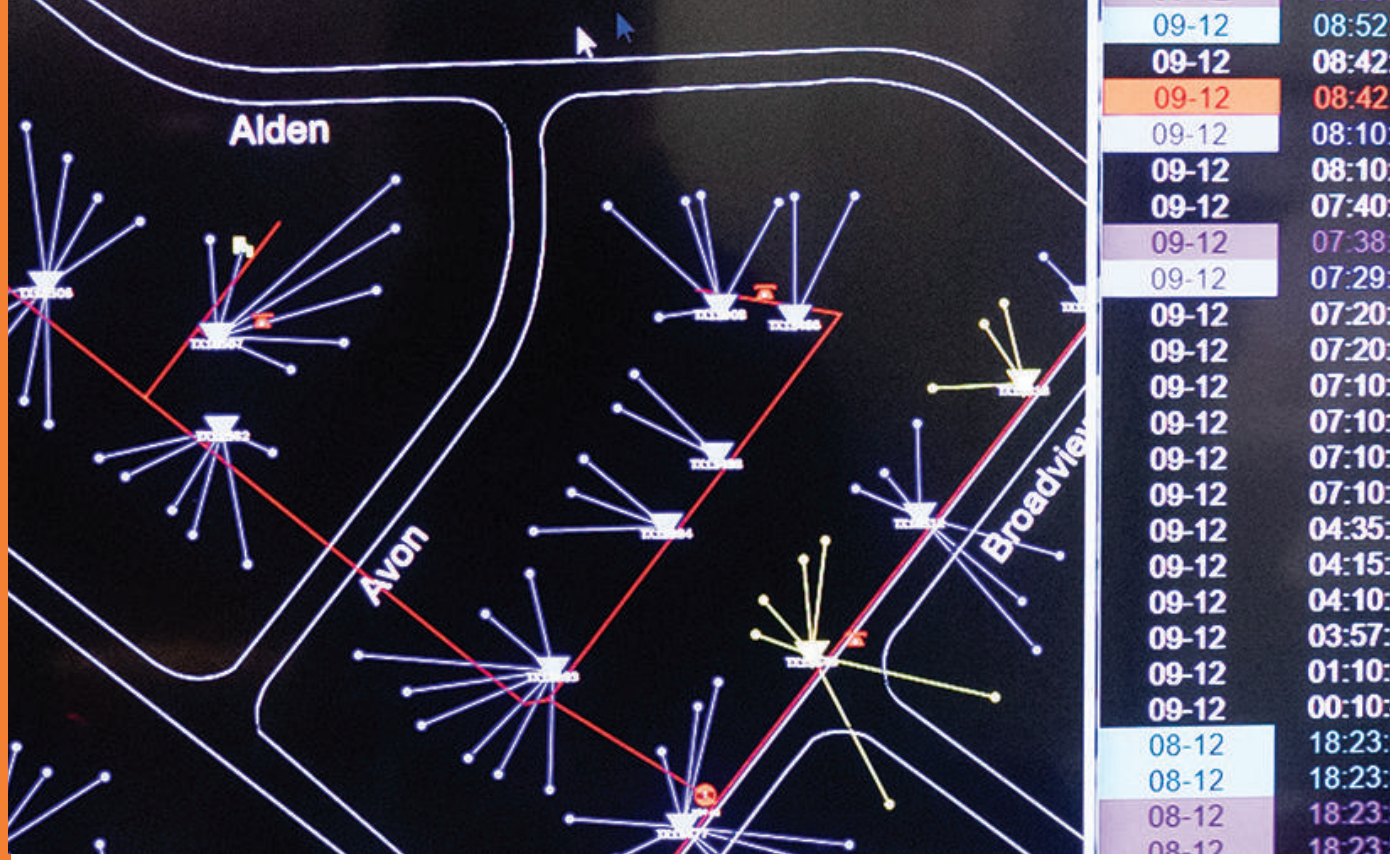
17 Trees is a forestry management company serving the Algoma, Sudbury and North Bay regions. A partnership between PUC Inc., Greater Sudbury Utilities Inc., and North Bay Hydro Services Inc., 17 Trees offers safe, high-quality utility forestry work at competitive rates for customers.



The Power of Partnerships

Our Stories

Sault Smart Grid



2.1M
Energy Savings

6000
customer outages prevented

The Sault Smart Grid (SSG) achieved outstanding results in 2024.

The system surpassed our high expectations. For reliability, SSG was able to prevent over 6,000 customer outages resulting in over 638,000 customer outage minutes saved. We also saw annual energy savings of approx. 2.1 million dollars thanks to the SSG.



Partnerships

The theme of our 2024 Sustainability Report —*The Power of Partnerships*—captures a core value that has long guided PUC. Over the past year, we've seen this value brought to life in powerful ways, with partnerships driving progress across every aspect of our operations—from infrastructure and industry collaboration to safety, community building, and employee engagement.

One of the most significant milestones was the Ontario Energy Board's approval of PUC's application to build a new transmission station and 230kV transmission line to support Algoma Steel's shift to electric arc furnace technology. This project represents a critical step forward in decarbonizing one of the region's largest industrial players. It would not have been possible without the trusted collaboration of our partner, Axium Infrastructure. Together, we've demonstrated how aligned goals, mutual respect, and shared accountability can deliver real, transformative results.

But this is only one example. Our commitment to partnership extends far beyond project development. We've engaged with municipal and Indigenous communities to understand local needs, and deepened our focus on workplace safety by further partnering with employees to embed a culture of care and accountability at every level. Our people remain our greatest strength—and their dedication, insight, and collaboration are the foundation of our continued success.

These partnerships—internal and external — are shaping a more sustainable, inclusive, and resilient energy future. They're also inspiring new conversations across Ontario as other communities and utilities look to PUC as a model for how collaboration can turn bold ideas into achievable action.

We are proud of the momentum we've built and remain committed to working alongside our partners—in industry, safety, community, and beyond—to deliver lasting value for our customers, employees, and shareholder.

New Transmission Line for the Sault

After comprehensive environmental studies, and a rigorous approval process, PUC Transmission LP's Leave to Construct application was approved by the Ontario Energy Board (OEB) in August 2024.

This key milestone paved the way for construction of a new 230 kV transmission line and station that will service Sault Ste. Marie's west end and play a major role in supporting Algoma Steel Inc's (ASI) transition from coal to electric arc furnaces in its steel making process.

This project's goal is to support a more resilient and sustainable energy future for the Sault Ste. Marie region. The new line and station will significantly improve system reliability to accommodate new loads in Sault Ste. Marie's west end and the surrounding area, including the new load of approximately 280MW for the two new electric arc furnaces (EAFs) at Algoma Steel.

ASI's planned new state-of-the-art EAFs is intended to reduce carbon emissions. As a major employer in Sault Ste. Marie, ASI's $825 million project will further strengthen its dominant role in the North American steel industry, supporting local jobs and the economy.





The project has undergone rigorous environmental and technical assessments to ensure it meets all regulatory requirements and aligns with community interests. PUC Transmission is committed to working closely with stakeholders, including Indigenous communities and municipal governments, to minimize impacts and maximize benefits throughout the construction process.

Construction of the new 230kV Transmission Line is expected to begin in 2025 with an anticipated completion of 2027. During the construction and implementation, the community will be kept up to date with progress and ongoing communication will be take place with homeowners in the areas that are impacted.



Total Grid Orchestration (TGO) Alliance

Utilities across North America are facing unprecedented challenges as we transition towards a more sustainable and resilient energy future.

There is a need for significant investment over the next few years, beyond traditional investments required to tackle conventional load growth, aging infrastructure, and enabling technologies.

To address these challenges, the Total Grid Orchestration (TGO) Alliance has been established as a collaborative forum to develop an industry-wide framework for grid orchestration across planning, engineering, and operation. TGO offers a new approach to system-wide coordination, situational awareness, and risk management across the entire grid, enabling near-term operational decisions. PUC Services is proud to be a founding member of the TGO Alliance.



Watertight Lining

Deep River Project

PUC's affiliate, Watertight Lining Solutions Inc., had a successful year, completing a project in Deep River, Ontario. To see more about the project, click on the video link below.

DEEP RIVER PROJECT

New Website Design



PUC Services launched a new website, designed with both customers and contractors in mind.

The refreshed site offers a more user-friendly experience, with improved navigation, streamlined access to essential information, and responsive design for mobile devices. Whether viewing information about an outage, signing up for e-billing, or accessing contractor resources, users can now find what they need faster and more efficiently.

This upgrade reflects PUC's ongoing commitment to treating customers as partners—enhancing communication, reducing call volumes, and delivering reliable, accessible service in every interaction.

EVs and Green Energy

PUC, in partnership with the community, continues its commitment to reducing its carbon footprint—working together toward a cleaner, more sustainable future. PUC has strategically invested in EV infrastructure, installing 25 chargers across three locations to support internal fleet adoption.

Currently, 33% of PUC's light-duty fleet is electric, comprised of 26 EVs (a mix of pick-ups trucks and mid-range SUVs), demonstrating its operational commitment to sustainability. Eight of those vehicles were added to the fleet in 2024.

PUC also saved approximately $52,000.00 in 2024 on fleet fuel and maintenance. For customers, reduced fuel costs translate into long-term savings and contribute to financial resilience.



33% of PUC's light-duty fleet is electric





25 chargers
have been installed across three locations



Culture of Learning

A Culture of Safety

PUC's commitment to safety is a collective effort, and the training provided in 2024 is a testament to that dedication. By offering a diverse range of courses and leadership programs, we are not only protecting our employees but also empowering them to contribute to a safer community. At PUC, safety is more than a check-box—it is a culture, a mindset, and a promise to our employees and the community we serve.



Safety in the Community

At PUC, safety is at the core of everything we do – it is the heartbeat of our organization. We prioritize the well-being of every individual and believe everyone plays a crucial role in fostering a safe workplace. This commitment is supported by strong leadership, high safety standards, and a focus on continuous improvement, all aimed at achieving zero incidents. Our ongoing safety initiatives reflect this commitment:



- **Caution and Chance**: A youth-focused program designed to educate students on the importance of electrical safety.
- **The PUC Student Safety Awards**: Recognizing and awarding one Grade 8 student from each elementary school in the community for their efforts of promote safety throughout the school year.
- **The Electrical Awareness Session**: A free session held for 50 contractors in Sault Ste. Marie, aimed at raising awareness of electrical hazards.





In 2024, PUC's commitment to safety was further recognized when we were honored with the Ontario Electrical Safety Award in the Worker Safety category by the Electrical Safety Authority (ESA). This recognition was for our video campaign promoting road safety, created in collaboration with the City of Sault Ste. Marie, the Sault Ste. Marie Construction Association, and local emergency services.

Safety Training Highlights

Throughout the year, PUC employees participated in numerous safety training sessions that covered essential topics for maintaining a safe work environment.

These training sessions reinforced safety protocols and equipped our teams with the confidence to handle emergency situations effectively. The diversity of these courses highlights our proactive approach to hazard prevention and response, ensuring that every employee, whether in the field or office, is prepared to maintain a safe work environment.



COURSES OFFERED IN 2024

- Mobile Elevating Work Platform (MEWP)
- ARC Flash
- Asbestos Training
- Basic Supervisory Training
- Confined Space Entry
- Contractor Safety Management and Monitoring
- EUSR Rule Book
- Fire Extinguisher Training
- First Aid & CPR
- Forklift Training
- Hoisting and Rigging
- Integrated Accessibility Standards
- Job Planning
- Ladder Handling
- Lockout Tagout
- Mobile Crane 0-8 Tons
- MSD Injury Prevention
- OHSA Training – Worker/Supervisor
- SCBA Training & Fit Test
- Spills Response
- Transportation of Dangerous Goods
- Trenching Safety Hazard Awareness
- Utility Work Protection Code
- WHMIS
- Work Area Protection Traffic Control
- Working at Heights
- Workplace Violence and Harassment

Management Training and Development



In addition to front-line safety training, PUC placed a significant emphasis on leadership development. We partnered with MEARIE and Grid Smart City to provide targeted management training.

Through MEARIE, our leadership team engaged in specialized courses, including:

- **Managing in a Union Environment**
- **Collective Bargaining Preparation**
- **Finance for Non-Financial Managers**

Grid Smart City provided a structured leadership program tailored to managers at different stages of their careers:

- **Entry-Level Management**: For managers in their first five (5) years.
- **Intermediate Management**: Targeting those with 5-10 years of experience.
- **Advanced Management**: For seasoned leaders with over 10 years of leadership experience.

These programs helped our leaders enhance their management capabilities, which in turn fosters a culture of safety, accountability, and continuous improvement across all levels of the organization.

Strategic Initiatives: Project Management Training

As part of our strategic initiatives, PUC also introduced Project Management Introductory Training. This course was designed to improve our team's ability to manage complex projects safely and efficiently, ensuring that safety protocols are integrated into every project from planning through execution.

Valuing Community



Donations

$75,000 Raised for Charities

In 2024, PUC remained dedicated to supporting numerous community organizations. One of our ongoing efforts include employees volunteering their time at St. Vincent Place to prepare lunches for those in need.

We also successfully ran two charity donation campaigns aimed at raising funds for local causes while promoting our e-billing. For each new e-billing sign-up, we donated $20, resulting in a total of over $9,000 for the local YMCA and $12,000 for Christmas Cheer.

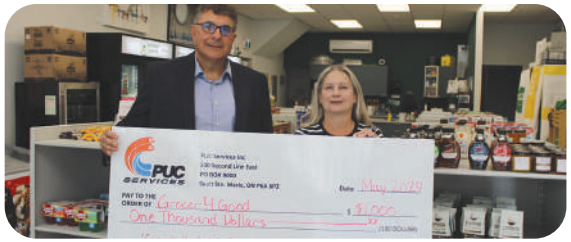
Additionally, PUC proudly donated $75,000 to over 40 organizations over the course of the year, further demonstrating our commitment to making a meaningful impact in the community.







40 charities were supported by PUC in 2024.















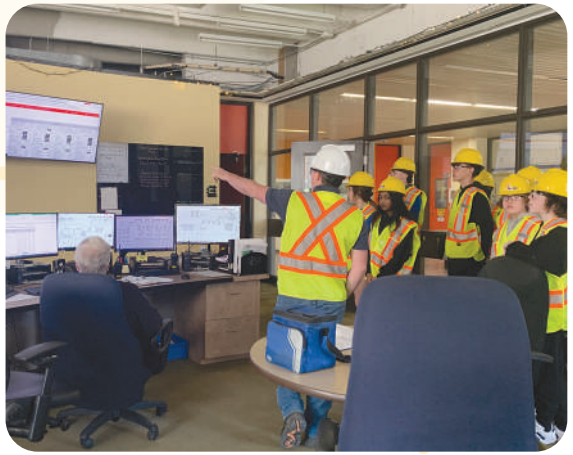


Building Community Connections



Job fairs:

In 2024, PUC attended three job fairs: Algoma University, Sault College, and The Young Women's Skilled Trades 'Try a Trade' Career Fair. These events provide PUC with the opportunity to connect with diverse candidates across various fields from engineering to environmental operations, ensuring we continue to build a team capable of driving our mission forward. By participating in these events, we not only strengthen our recruitment efforts but also showcase our dedication to fostering a workforce that supports the transition to the future generation. Additionally, it provided us with the opportunity to engage directly with potential job candidates.



School Tours:

In 2024, PUC had the privilege of welcoming over 300 students from various educational levels, ranging from elementary school to postsecondary institutions, to our wastewater treatment plant, water filtration plant, and main office. This initiative was designed to provide students with a comprehensive understanding of the different career paths at PUC, while educating the students on the processes that support our community's utility system. Through these visits, students were able to engage directly with industry professionals, ask questions, and gain valuable insights into the essential services that contribute to a sustainable and healthy community.



Bring Your Kids to Work Day:

On September 27th, PUC hosted a Bring Your Kids to Work Day Event, inviting families of our employees to PUC to participate. The day was a resounding success, with almost 100 children joining us for the occasion that included a celebration of the National Day for Truth and Reconciliation. We offered a variety of fun and educational activities, giving participants an opportunity to explore the important work their loved ones do to support PUC's mission of being a community leader in providing safe, reliable utility services.





World Water Day/Open House:

On Thursday, March 22nd, 2024, PUC hosted around 100 members of the public at our Water Filtration Plant in celebration of World Water Day. The event offered an invaluable opportunity for participants to gain a deeper understanding of the vital processes involved in water treatment and distribution. Through guided tours, attendees gained valuable insights into how we ensure the delivery of clean, safe water to the community. This initiative reflects our commitment to transparency and public education, fostering a greater understanding of where our water comes from and the importance of sustainable water management.







Science Fair:

The Science North Annual Science Carnival is a prominent community event that offers children the opportunity to explore and engage with various scientific concepts in an interactive and enjoyable way. PUC participated in this event to educate young attendees on electricity safety and the process by which power is delivered to their homes. Through a hands-on demonstration, we showcased a mock electrical distribution system, allowing the children to connect paper homes to powerlines, simulating the delivery of electricity. This activity was well-received and provided an engaging and informative experience, promoting awareness of safe electricity practices in a fun and memorable way.



Co-op:

In 2024, we welcomed five cooperative education (co-op) students from a wide range of educational backgrounds, including high school co-op programs and post-secondary internships, to PUC across various departments including Communications, IT and Engineering. This initiative provided valuable opportunities for hands-on learning and professional development, allowing students to gain real-world experience while contributing to the growth and success of our organization. These partnerships not only provided practical experience for the students but also play a powerful role in educating and inspiring the next generation by showcasing the exciting career options available at PUC. Through this collaboration, we continue to strengthen our commitment to innovation (one of PUC's core values) ensuring that future leaders are equipped with the skills and knowledge needed to thrive in an ever-evolving workforce.



Rotaryfest 2024:

Each year, PUC proudly participates in Rotaryfest, a local three-day event.
In 2024, PUC seized the opportunity to educate the public about the various ways we contribute to our community, with a special focus on our ongoing commitment to making a positive impact through community donations. We also used the festival as a platform to educate the public on the benefits of Electric Vehicles, even showcasing one for visitors to explore firsthand.

During the festival we also used the opportunity to promote our fundraising campaign to support the local YMCA. For every new e-billing sign-up we received, PUC pledged to donate $20 to the local YMCA. This initiative was a fantastic way to raise money for a worthy cause while also advancing PUC's digital transformation efforts through the promotion of our e-billing initiative.



Awards and Recognition

2024

Awards

PUC Services Inc. celebrated a banner year of recognition, earning four prestigious awards that highlight our commitment to safety, innovation, and excellence.







PUC was named *Business of the Year* (50+ employees) by the Sault Ste. Marie Chamber of Commerce showcasing our leadership in the local business community.

PUC received the *EDA Innovation Award* for the groundbreaking *Sault Smart Grid* project, demonstrating our forward-thinking approach to energy management.

Our safety video campaign earned the *ESA Safety Award* in the *Worker Safety category*, reinforcing our dedication to workplace safety.

Lastly, PUC was recognized as one of *Canada's Top 100 Small & Medium Employers* for 2024, solidifying our reputation as an exceptional workplace that values and supports its employees.

Employee Spotlight:

Bright Lights Profile

Each year, PUC hosts the annual Bright Lights Award to celebrate and promote the organization's core values. This award recognizes employees who embody our values in their daily work and serve as shining examples within the company.

The winners are selected through a series of "*Good News Story*" submissions throughout the year. These stories highlight individuals who have demonstrated one of PUC's values, and the Good News Story then becomes a nomination to the Bright Lights Awards.

Congratulations to all of our winners!

Safety:	Customer Centric:	Innovation:
Mike P.	***Patrick P.***	***Lucas M.***

Accountability:	Integrity:
Matt R.	***Jen G.***



"During a review of financial assistance applications, Jen noticed that a third-party organization had accidentally requested more support than needed for one customer. She brought the error to light and helped create a better process that allowed more customers in need to access available funds.

While one person received slightly less support, Jen's actions made it possible to help a larger number of people facing financial hardship. The third-party organization appreciated her honesty and the fair way she handled the situation.

This example shows Jen's strong sense of fairness and her commitment to helping as many people as possible, while staying true to the company's values."

Executive Team



Robert Brewer, Hon. BSC, MBA

PRESIDENT & CEO



Robert Battisti, CPA, CMA, MBA

CHIEF FINANCIAL OFFICER



Mark Faught

VICE PRESIDENT, CORPORATE SERVICES



Sarah McLeod

VICE PRESIDENT, PEOPLE, CULTURE AND BRAND

BOARD OF DIRECTORS
PUC SERVICES INC./PUC INC.

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CHAIR, RETIRED VICE-PRESIDENT,
GREAT LAKES POWER TRANSMISSION

Ila Watson
VICE CHAIR, CEO, SAULT AREA HOSPITAL

Scott Seabrook
SENIOR DIRECTOR, FINANCE, OLG

Bob Giroux
PRESIDENT & CEO, SOANBERT CORP.

Elaine Pitcher
LAWYER, PITCHER LAW

Carla Barone
DIRECTOR, ENTERPRISE PORTFOLIO MANAGEMENT,
OLG

Paul Skeggs
BARRISTER & SOLICITOR,
SKEGGS PACIOCCO LAWYERS LLP

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CITY OF SAULT STE. MARIE

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ESSAR STEEL ALGOMA INC.

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PUBLIC UTILITIES COMMISSION

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P. ENG., MBA, CHAIR, RETIRED, SENIOR
MAINTENANCE ENGINEER, ESSAR STEEL ALGOMA INC.

Chris Graham
PROJECT SUPERVISOR, ENVIRONMENTAL,
ALGOMA STEEL INC.

Sandra Hollingsworth
CITY COUNCILLOR, CITY OF SAULT STE. MARIE

Corey Gardi
CITY COUNCILLOR, CITY OF SAULT STE. MARIE

Musa Onyuna
DR.-ING., P. ENG., CITIZEN METALLURGICAL
SPECIALIST, ALGOMA STEEL INC.

Securing the Future

Financial Statements



PUBLIC UTILITIES COMMISSION OF THE CITY OF SAULT STE. MARIE

Statement of Financial Position

December 31, 2024, with comparative information for 2023

	2024	2023
Financial assets:		
Cash	$ 3,164	$ 7,924
Accounts receivable	7,736,277	5,903,337
Unbilled service revenue	1,335,731	1,271,954
Receivable from related company, PUC Services Inc. (note 3)	19,042,139	11,752,144
	28,117,311	18,935,359
Financial liabilities:		
Accounts payable and accrued liabilities	14,030,906	7,963,799
Credit facility (note 4)	4,025,000	3,000,000
Loan payable (note 5)	991,442	1,877,477
	19,047,348	12,841,276
Total net financial assets	9,069,963	6,094,083
Non-financial assets:		
Tangible capital assets (note 7)	122,246,057	116,424,108
Inventory	466,311	475,135
	122,712,368	116,899,243
Accumulated surplus (note 8)	$ 131,782,331	$ 122,993,326

The accompanying notes are an integral part of these financial statements.

PUBLIC UTILITIES COMMISSION OF THE CITY OF SAULT STE. MARIE

Statement of Operations and Accumulated Surplus

Year ended December 31, 2024, with comparative information for 2023

	2024 Budget (note 2)	2024 Total	2023 Total
Revenues:			
Service revenue:			
Residential	$ 15,309,865	$ 15,177,962	$ 14,545,067
General	10,404,865	10,878,109	9,881,515
Hydrants	1,871,049	1,888,463	1,790,681
	27,585,779	27,944,534	26,217,263
Other:			
Investment income	110,000	497,300	357,529
Non-service revenue	395,894	768,087	732,265
Developers contributions	-	105,729	51,034
	505,894	1,371,116	1,140,828
Total revenues	28,091,673	29,315,650	27,358,091
Expenditures: (note 6)			
Purification and pumping	4,996,084	4,913,675	4,860,694
Transmission and distribution	4,863,876	4,277,454	4,650,296
Amortization of tangible capital assets	3,298,295	3,297,852	3,123,287
Hydrants	594,991	391,172	486,629
Billing and collection	1,396,934	1,520,064	1,476,471
Interest on long-term debt	45,831	449,378	202,377
General and administration	5,043,680	5,677,050	5,128,202
Total expenditures	20,239,691	20,526,645	19,927,956
Operating surplus	7,851,982	8,789,005	7,430,135
Accumulated operating surplus, beginning of year	122,993,326	122,993,326	115,563,191
Accumulated operating surplus, end of year	$ 130,845,308	$ 131,782,331	$ 122,993,326

The accompanying notes are an integral part of these financial statements.

Management has extracted this financial information from the audited financial statements.

PUC DISTRIBUTION INC.

Statement of Financial Position

December 31, 2024, with comparative information for 2023

	2024	2023
Assets		
Current assets:		
Cash	$ 1,205,245	$ 1,007,300
Accounts receivable (note 4)	8,666,033	6,156,887
Unbilled revenue	11,845,279	12,501,681
Inventory (note 5)	2,814,752	2,857,352
Payment in lieu of taxes	263	-
Prepaid expenses	505,266	632,025
Total current assets	25,036,838	23,155,245
Non-current assets:		
Property, plant and equipment (note 6)	156,869,863	152,914,898
Total assets	181,906,701	176,070,143
Regulatory debit balances (note 8)	7,096,610	7,590,390
Total assets and regulatory balances	$ 189,003,311	$ 183,660,533

See accompanying notes to financial statements.

PUC DISTRIBUTION INC.

Statement of Financial Position (continued)

December 31, 2024, with comparative information for 2023

	2024	2023
Liabilities and Shareholder's Equity		
Current liabilities:		
Line of credit (note 18 b iii)	$ 3,780,000	$ 3,460,000
Accounts payable and accrued liabilities	9,620,887	13,016,694
Customer deposits (note 11)	180,575	200,638
Payment in lieu of taxes	-	95,419
Dividends payable	610,080	610,080
Due to related parties (note 17)	17,480,455	13,109,863
Current portion of long-term debt (note 10)	3,120,624	2,589,392
Total current liabilities	34,792,621	33,082,086
Non-current liabilities:		
Deferred revenue (note 9)	13,840,832	13,892,859
Deferred tax liability (note 7)	4,400,000	4,083,000
Long-term debt (note 10)	86,653,393	85,426,708
Total non-current liabilities	104,894,225	103,402,567
Total liabilities	139,686,846	136,484,653
Shareholder's equity:		
Share capital (note 12)	20,062,107	20,062,107
Retained earnings	28,647,923	24,888,624
Total shareholder's equity	48,710,030	44,950,731
Total liabilities and shareholder's equity	188,396,876	181,435,384
Regulatory credit balances (note 8)	606,435	2,225,149
Commitments and contingences (note 16)		
Total liabilities, regulatory balances and shareholder's equity	$ 189,003,311	$ 183,660,533

Management has extracted this financial information from the audited financial statements.

PUC DISTRIBUTION INC.

Statement of Income and Comprehensive Income

Year ended December 31, 2024, with comparative information for 2023

	2024	2023
Revenue:		
Electricity sales (note 13)	$ 74,778,496	$ 70,559,207
Distribution revenue (note 13)	25,857,072	24,062,249
	100,635,568	94,621,456
Other operating revenue (note 14)	2,871,739	2,622,508
	103,507,307	97,243,964
Expenses:		
Energy purchases	75,643,051	69,941,227
Operations and maintenance	6,972,579	7,067,135
General and administrative	4,897,118	4,429,728
Billing and collection	1,144,579	1,534,006
Depreciation and amortization	5,919,600	5,578,272
Community relations	776,119	720,112
	95,353,046	89,270,480
Income before undernoted items	8,154,261	7,973,484
Net finance costs (note 15)	4,528,190	2,855,146
Income before tax and regulatory items	3,626,071	5,118,338
Income tax expense:		
Current (note 7)	121,247	121,510
Deferred (note 7)	317,000	1,206,000
	438,247	1,327,510
Income for the year before movements in regulatory deferral account balances	3,187,824	3,790,828
Net movement in regulatory deferral account balances related to income or loss	(864,555)	617,979
Income tax	(317,000)	(1,206,000)
	(1,181,555)	(588,021)
Net income, being total comprehensive income for the year	$ 4,369,379	$ 4,378,849

See accompanying notes to financial statements.

PUC INC.

Balance Sheet

December 31, 2024, with comparative information for 2023

	2024	2023
Assets		
Current assets:		
Accounts receivable	$ 2,269	$ 2,269
Payment in lieu of taxes recoverable	5,382	5,382
Receivable from Ecobility Inc.	-	614,163
Receivable from Northern Waterworks Inc.	200,000	-
Receivable from PUC Services Inc.	929,520	2,382,439
Receivable from PUC Distribution Inc.	610,080	610,080
	1,747,251	3,614,333
Deferred tax assets	207,000	127,000
Investments in subsidiaries	52,905,641	50,801,579
Note receivable	8,310,000	8,310,000
	61,422,641	59,238,579
	$ 63,169,892	$ 62,852,912
Liabilities and Shareholder's Equity		
Current liabilities:		
Accounts payable and accrued liabilities	$ 322,940	$ 8,861
Payable to City of Sault Ste. Marie	610,080	610,080
	933,020	618,941
Long-term debt	31,720,000	31,720,000
Shareholder's equity:		
Share capital:		
Authorized:		
Unlimited Special shares, non-voting, non-cumulative, redeemable at $10,000 per share		
100,000 Common shares		
Issued and outstanding:		
21,632 Common shares	14,618,248	14,618,248
1,462 Special shares	14,620,000	14,620,000
	29,238,248	29,238,248
Retained earnings	1,278,624	1,275,723
	30,516,872	30,513,971
	$ 63,169,892	$ 62,852,912

See accompanying note to financial information.

Management has extracted this financial information from the audited financial statements.

PUC INC.

Statement of Earnings

Year ended December 31, 2024, with comparative information for 2023

	2024	2023
Revenue:		
Interest income	$ 2,291,446	$ 2,286,463
Dividend income	810,080	1,704,243
	3,101,526	3,990,706
Expenses:		
Interest on long-term debt	1,934,920	1,934,920
Business development	470,024	618,687
Administrative	163,601	124,452
	2,568,545	2,678,059
Earnings before income taxes	532,981	1,312,647
Payment in lieu of taxes (recovery)	(80,000)	(102,000)
Net earnings	$ 612,981	$ 1,414,647

See accompanying note to financial information.

PUC SERVICES INC.

Statement of Financial Position

As at December 31, 2024, with comparative information for 2023

	2024	2023
Assets		
Current assets:		
Cash	$ 6,140,701	$ 693,011
Accounts receivable (note 5)	4,710,964	4,078,552
Due from related parties (note 19)	23,176,993	21,794,898
Inventories (note 6)	557,584	593,334
Prepaid expenses	1,434,893	1,524,040
Payment in lieu of taxes recoverable	258,292	-
Total current assets	36,279,427	28,683,835
Non-current assets:		
Property, plant and equipment (note 7)	19,291,965	18,471,573
Intangible assets (note 8)	856,820	1,045,078
Total non-current assets	20,148,785	19,516,651
Total assets	$ 56,428,212	$ 48,200,486
Liabilities and Shareholder's Equity		
Current liabilities:		
Accounts payable and accrued liabilities	$ 7,218,070	$ 5,160,799
Deferred tax liabilities (note 9)	729,000	713,000
Payment in lieu of income taxes (note 9)	-	185,953
Due to related parties (note 19)	19,971,659	14,224,108
Current portion of long-term debt (note 10)	85,656	85,656
Lease liabilities - current (note 11)	159,299	28,987
Total current liabilities	28,163,684	20,398,503
Non-current liabilities:		
Long-term debt (note 10)	8,715,250	8,800,906
Lease liabilities (note 11)	191,312	18,991
Deferred revenue (note 7)	9,857,662	10,113,479
Employee future benefit obligations (note 12)	1,101,216	1,573,623
Total non-current liabilities	19,865,440	20,506,999
Total liabilities	48,029,124	40,905,502
Shareholder's equity:		
Share capital (note 15)	1,943,300	1,943,300
Accumulated other comprehensive income	1,354,250	930,064
Retained earnings	5,101,538	4,421,620
Total shareholder's equity	8,399,088	7,294,984
Commitments and contingences (note 18)		
Total liabilities and shareholder's equity	$ 56,428,212	$ 48,200,486

See accompanying notes to financial statements.

Management has extracted this financial information from the audited financial statements.

PUC SERVICES INC.

Statement of Income and Comprehensive Income

As at December 31, 2024, with comparative information for 2023

	2024	2023
Revenue:		
Management fees	$ 14,925,026	$ 15,658,990
Contracts	8,963,095	9,392,380
Services	415,953	340,321
Other operating revenue (note 16)	1,420,929	1,522,854
	25,725,003	26,914,545
Expenses:		
Contract service	8,032,279	9,112,208
Administrative	7,636,900	6,458,284
Facilities	2,118,073	2,204,329
Depreciation and amortization	3,113,866	2,872,302
Billing and collection	871,540	960,192
Customer service	1,249,977	1,150,505
Street lights	533,702	344,258
New business development	690,588	618,687
Other business and maintenance	80,587	73,833
	24,327,512	23,794,598
Income from operating activities	1,397,491	3,119,947
Net finance costs (note 17)	635,862	570,413
Income before provision for payment in lieu of taxes	761,629	2,549,534
Payment in lieu of taxes (note 9):		
Current (recovery) expense	218,649	331,447
Deferred expense	(136,938)	263,714
	81,711	595,161
Income for the year	679,918	1,954,373
Other comprehensive income (loss): items that will not be classified to profit or loss, net of income tax:		
Remeasurement of employee future benefit obligations (note 12)	577,124	(32,882)
Income tax recovery (expense) on other comprehensive income (note 9)	(152,938)	8,714
Other comprehensive income (loss) for the year	424,186	(24,168)
Net income and comprehensive income for the year	$ 1,104,104	$ 1,930,205

See accompanying notes to financial statements.



Management has extracted this financial information from the audited financial statements.

Thank You



Thank you to the communities we serve for putting your trust in us every single day. We will continue to be your partner in finding new ways to make a brighter tomorrow.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-70

ZONING: A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 for the purpose of clarifying technical language and improving implementation.

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

1. **BY-LAW 2005-150 AMENDED**

By-law 2005-150 is amended as follows:

(a) Section 8.4.1 (Permitted Uses) Amended

Section 8.4.1 Reintroduction of Residential Uses in the REX Zone is amended by permitting *"a residential structure containing no more than one dwelling unit on an existing lot, subject to rural area zone regulations".*

(b) Section 9.6.2 (Standards Table) Amended

Section 9.6.2 Rear Yard Setback Adjustment for One-Storey Homes in the R2 Zone Standards Table is amended by "*reducing the rear yard setback to 1.2 metres for one-storey residential structures on R2 lots except for those that abut Lake Superior and St. Mary's River".*

(c) Section 8.5.1 (Permitted Uses) and Section 9.5.1 (Permitted Uses) Amended

Section 8.5.1 (Permitted Uses) in the Rural Area Zone (RA) and Section 9.5.1 (Permitted Uses) in the Estate Residential Zone (R1) are hereby amended by deleting *"Residential Structure containing up to 2 dwelling units"* and replacing it with *"Residential Structure/s with no more than 2 dwelling units per lot".*

(d) Section 9.6.1 (Permitted Uses) and Section 9.7.1 (Permitted Uses) Amended

Section 9.6.1 (Permitted Uses) and Section 9.7.1 (Permitted Uses) in the Gentle Density Residential Zone (R2) are hereby amended by deleting "*Residential Structure*" and replacing it with "*Residential Structure/s".*

(e) Section 9.8.1 (Permitted Uses) Amended

Section 9.8.1 (Permitted Uses) in the Medium Density Residential Zone (R4) is hereby amended by deleting *"Residential Structure – containing at least 2 dwelling units"* and replacing it with *"Residential Structure/s – at least two dwelling units per lot".*

(f) Section 9.9.1 (Permitted Uses) Amended

Section 9.9.1 (Permitted Uses) in the High Density Residential Zone (R5) is hereby amended by deleting *"Residential Structure - containing at least 4 dwelling units"* and replacing it with *"Residential Structure/s – at least four dwelling units per lot".*

2. **CERTIFICATE OF CONFORMITY**

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

3. **BY-LAW 2025-69 REPEALED**

By-law 2025-69 is hereby repealed.

4. **EFFECTIVE DATE**

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

PASSED in Open Council this 2nd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-84

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Maverick & Son Exteriors and Consulting Services Inc. for the roof rehabilitation at the John Rhodes Community Centre.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated June 2, 2025 between the City and Maverick & Son Exteriors and Consulting Services Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is for the roof rehabilitation at the John Rhodes Community Centre.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law. Due to the high volume of pages of the entire package it may be viewed 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 2nd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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CCDC 2

Stipulated Price Contract

2020

John Rhodes Community Centre, Sault Ste. Marie, ON - 2025 Roof Rehabilitation

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

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CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

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 2nd day of June in the year 2025 .
by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner"*

and

Maverick & Son Exteriors and Consulting Services Inc.

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for *(insert below the description or title of the Work)*
2025-CDE-CS-AR-01-T: Replacement Work of all roof areas, HVAC units, and all mechanical & electrical work as provided within the submission, and as amended by post close revisions of May 2025.

located at *(insert below the Place of the Work)*

John Rhodes Community Centre, 260 Elizabeth Street, Sault Ste. Marie, ON

for which the Agreement has been signed by the parties, and for which *(insert below the name of the Consultant)*
Rimkus Consulting Group Canada Inc.

is acting as and is hereinafter called the "*Consultant*" and

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the 3rd day of June in the year 2025 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the 3rd day of September 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*.

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ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

*

100254407

Project Documents:
00 01 01 – Title Page
00 01 10 – Table of Contents
00 21 13 – Instructions to Bidders (City of Sault Ste. Marie)
00 41 00 – Bid Form
00 72 13 – General Conditions
00 73 00 – Supplementary General Conditions
01 00 00 – General Requirements
01 11 00 – Summary of Work
01 29 00 – Payment Procedures
01 33 00 – Submittal Procedures
01 35 22 – Health and Safety
01 40 00 – Quality Requirements
01 56 00 – Temporary Barriers and Enclosure
01 77 00 – Closeout Procedures
02 41 19 – Selective Demolition and Removal
02 50 01 – Shrub and Tree Preservation
06 10 00 – Rough Carpentry
07 54 19 – PVC Membrane Roofing (Alt. Bid)
07 62 00 – Prefinished Sheet Metal Flashings and Trim
07 92 00 – Joint Sealants
23 05 01 – Common Work Results for HVAC
23 05 20 – Meters and Gauges for HVAC Piping
23 05 23 – Valves
23 05 29 – Hangers and Supports for HVAC Piping and Equipment
23 05 48 – Vibration and Seismic Controls for HVAC Piping & Equipment
23 05 54 – Mechanical Identification
23 05 93 – Testing Adjusting and Balancing for HVAC
23 07 13 – Duct Insulation
23 07 15 – Thermal Insulation for Piping
23 08 00 – Commissioning
23 11 12 – Facility Natural Gas Piping
23 21 14 – Hydronic Specialties
23 21 15 – Hydronic Piping Systems
23 31 14 – Metal Ducts-Low Pressure to 500pa
23 33 00 – Air Duct Accessories
23 33 14 – Dampers
23 33 53 – Acoustic Duct Lining
23 34 00 – HVAC Fans
23 37 13 – Diffusers, Registers and Grilles
23 37 20 – Louvers, Intakes and Vents
23 72 00 – Energy Recovery Ventilator
23 74 00.1 – Packaged Outdoor HVAC Equipment – AC
23 74 00.2 – Packaged Outdoor HVAC Equipment – HP
23 74 00.3 – Packaged Outdoor HVAC Equipment – MAU-HP
23 74 00.4 – Packaged Outdoor HVAC Equipment – DHU
26 05 00 – Common Work Results for Electrical
26 05 05 – Selective Demolition for Electrical
26 05 20 – Wire and Box Connectors (0-1000v)
26 05 21 – Wire and Cables (0-1000v)
26 05 28 – Grounding - secondary
26 05 29 – Hangers and Supports for Electrical Systems
26 05 31 – Splitters, Junction, Pull Boxes and Cabinets
26 05 32 – Outlet Boxes, Conduit Boxes and Fittings
26 05 34 – Conduits, Conduit Fastenings and Fittings
26 05 37 – Wireways and Auxilary Gutters
26 05 80 – Fractional Horsepower Motors
26 05 81 – Motors: - 0.746 to 149kw
26 05 82 – Variable Frequency Drives
26 27 16 – Electrical Cabinets and Enclosures
26 24 16.01 – Panel Boards – breaker type
26 27 26 – Wire Devices
26 28 13.01 – Fuses – low voltage
26 28 16.02 – Moulded Case Circuit Breakers
26 28 20 – Ground Fault Circuit Interrupers – class a
26 28 23 – Disconnect Switches - fused and non-fused
26 29 01 – Contactors
26 29 03 – Control Devices
26 29 10 – Motor Starters to 600v
26 50 00 – Lighting
26 52 13.3 – Emergency Lighting
26 52 13.16 – Exit Signs

Appendix A - Supplemental Documents A, B, C, D and E

Roof Drawings:
Roof Plans R1 and R2, Details CPP042, CPP043, CPP048, CPP049, DPP033, DPP034, EPP12, GPP016, IPP018, IPP019, JPP008, LPP004, MNN424, MPP022, NPP011, NPP012, OPN009, PPP044, PPP045, PPP046, PPP047, PPP048, PPP049, PPP051, RPP039, RPP040, RPP041, RPP042, RPP043, SPP058, SPP059, SPP060, SPP061, SPP066, SPP067, UPP011, UPP012, UPP013, UPP014, UPP016, VPN017 and VPN018

Addenda:
Addendum 1, 2, 3, 4 and 5 submitted prior to closing

Contractor Bid Form:
Maverick & Son Exteriors and Consulting Services Inc.

* *(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)*

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ARTICLE A-4 CONTRACT PRICE

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

Four million four hundred eighty-one thousand five hundred dollars and zero cents /100 dollars $ 4,481,500.00

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

Five hundred eighty-two thousand five hundred ninety-five dollars and zero cents /100 dollars $ 582,595.00

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

Five million sixty-four thousand ninety-five dollars and zero cents /100 dollars $ 5,064,095.00

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

.1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,

.2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and

.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

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

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

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

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

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

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.

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Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

address

n.maione@cityssm.on.ca

email address

Contractor

Maverick & Son Exteriors and Consulting Services Inc.

*name of Contractor**

15 Third Line West
Sault Ste. Marie, ON P6C 3B5

address

info@mavzroof.com

email address

Consultant Rimkus Consulting Group Canada Inc.

*name of Consultant**

2121 Argentia Road, Suite 400
Mississauga, ON L5N 2X4

address

mmerolle@rimkus.com

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.

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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

Maverick & Son Exteriors and Consulting Services Inc.

_____
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.

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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.*

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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*.

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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.

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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*.

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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*.

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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*.

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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.

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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*.

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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.

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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.

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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.

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6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s 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

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.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.

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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

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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

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.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.

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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

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.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.

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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

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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:

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.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*.

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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;

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.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*.

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-85

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Lignum Builders Limited for the Memorial Tower Rehabilitation 2025 (Contract 2025CDE-CS-AR-03-T).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated June 2, 2025 between the City and Lignum Builders Limited, a copy of which is attached as Schedule “A” hereto. Due to the high volume of pages, a copy of Schedule “A” may be viewed electronically. This Contract is for the Memorial Tower Rehabilitation 2025 (Contract 2025CDE-CS-AR-03-T).

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 2nd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2025\2025-85 Memorial Tower Rehabilitation 2025.docx

City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON

REQUEST FOR TENDER

PROJECT #2025CDE-CS-AR-03-T

MEMORIAL TOWER REHABILITATION 2025

TULLOCH
ENGINEERING

April 2025

241255

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GENERAL

General Description of Work

The work includes, but is not limited to, the following:

- Apply, obtain and pay for all required applications, permits and inspections (The contractor is required to obtain a Municipal Building Permit at the contractor's cost).
- Mobilize to site;
- Provide and install construction safety barriers, and signage as required.
- Complete all work in accordance with the Contract drawings, including, but not limited to:
  - Removal of all identified designated substances
  - Remove and replace concrete at the shoulders of the tower
  - Remove and replace existing roofing on the upper walkway
  - Repair all deteriorated concrete surfaces
  - Surface prepare and apply coating to all exterior concrete surfaces
  - Complete miscellaneous repairs to the recently installed glass light enclosure.
- Clean up and removal from site of all surplus material.
- Demobilization from site.

For a complete description of the work, refer to the drawings (specs on drawings)

Site Location:

The project is located at **269 Queen Street East, Sault Ste. Marie, ON P6A 1Y9**

Mandatory Site Visit:

A mandatory site visit is required for this project. Refer to **9. Examination of Site** for details.

Start and Completion Dates:

The work is to commence on or before June 2nd, 2025. The Contractor is to schedule the work to be totally complete on October 31st, 2025

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 TULLOCH ENGINEERING.

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 **Thursday April 24, 2025 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.

A discrepancy between site conditions and the specifications or drawings, errors, or omissions, the Tenderer shall report through the Bidding System, not less than five (5) working days prior to the tender closing. This does not include hidden site conditions

A MANDATORY SITE VISIT is required for this project. The site visit will take place on **Tuesday, April 8th, 2025 @1:00 pm.**

Bidders not in attendance at the meeting will be ineligible to submit a bid.

The City of Sault Ste. Marie will provide a manlift for use by bidders to inspect the exterior of the tower. It is the responsibility of the bidders to provide their own fall arrest harnesses. Proof of Working at Heights Training as Well as Aerial Elevating Device Training must be provided prior to accessing the manlift.

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 **10% of the Total Tender Price**.

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 one (1) week 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 carried out between the hours of 7 AM to 7 PM, 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.

CCDC 2

Stipulated Price Contract

2020

The City of Sault Ste. Marie - Memorial Tower Rehabilitation 2025

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
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CCDC 2 STIPULATED PRICE CONTRACT

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CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

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 2nd day of June in the year 2025 .
by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Lignum Builders Limited

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for *(insert below the description or title of the Work)*

Memorial Tower Rehabilitation 2025

located at *(insert below the Place of the Work)*

269 Queen Street, Sault Ste. Marie, Ontario, P6A 1Y9

for which the Agreement has been signed by the parties, and for which *(insert below the name of the Consultant)*

TULLOCH Engineering Inc.

is acting as and is hereinafter called the "*Consultant*" and

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the 2nd day of June in the year 2025 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the 3rd day of October 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*.

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ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions
- *

Section 00100 Instruction to Bidders 5
Section 00700 General Conditions (CCDC2-2020) 30
Section 00700-1 Insurance Requirements (CCDC 41) 1
Section 00701 Supplementary General Conditions 10
Section 01005 General Instructions 4
Section 01500 Temporary Facilities 2
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Section 032000 Concrete Reinforcing FORTHCOMING ..... TBD
Section 061000.01 Rough Carpentry – Short Form 3
DUREX ACROTEL EC-A 3
Designated Substance Survey 20

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* *(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)*

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ARTICLE A-4 CONTRACT PRICE

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

Seven Hundred and Seventy-Six Thousand, Nine Hundred Ninety-Seven dollars and Thirty-Five cents /100 dollars $ 776,997.35

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

One Hundred and One Thousand, Nine dollars and Sixty-Six cents /100 dollars $ 101,009.66

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

Eight Hundred and Seventy-Eight Thousand, Seven dollars and One cent /100 dollars $ 878,007.01

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.

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Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5X6

address

email address

Contractor

Lignum Builders Limited

*name of Contractor**

4-407 Centre St, Espanola, ON P5E 1J5

address

brant@lignumbuilders.ca

email address

Consultant

TULLOCH Engineering Inc.

*name of Consultant**

71 Black Road, Unit 8, Sault Ste. Marie, Ontario, P6B 0A3

address

dan.moody@tulloch.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.

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

The Corporation of the City of Sault Ste. Marie

name of Owner

signature

signature

City Clerk - Rachel Tyczinski

name of person signing

Mayor - Matthew Shoemaker

name and title of person signing

WITNESS

CONTRACTOR

Lignum Builders Limited

name of Contractor

signature

signature

name of person signing

name and title of person signing

N.B. *Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*

(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or

(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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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.*

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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*.

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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.

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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*.

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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*.

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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*.

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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.

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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*.

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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.

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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.

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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.

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6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s 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

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.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.

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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

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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

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.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.

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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

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.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.

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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

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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:

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.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*.

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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;

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.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*.

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: December 14, 2020

1. General liability insurance shall be with limits of not less than $10,000,000 per occurrence, an aggregate limit of not less than $10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding $10,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than $10,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

3. Manned Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than $10,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than $10,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.

4. Unmanned aerial vehicle liability insurance with respect to owned or non-owned aircraft (if used directly or indirectly in the performance of the Work), shall have limits of not less than $5,000,000 per occurrence or accident for bodily injury, death and damage to property or such amounts as required by any applicable law or regulation.

5. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding $10,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

6. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy including hot testing and commissioning.

7. Contractors' equipment insurance coverage written on an “all risks” basis covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.

8. Contractors’ Pollution liability insurance shall have limits of not less than $5,000,000 per occurrence for bodily injury, death and damage to property.

Association of Canadian Engineering Companies

Canadian Construction Association

Construction Specifications Canada

The Royal Architectural Institute of Canada

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

SUPPLEMENTARY GENERAL CONDITIONS TO CCDC2-2020

PART 1 – GENERAL CONDITIONS

1.1 Definitions

.1 Whenever any of the following words or phrases are used in the Contract, they have the meanings respectively attributed to them as follows:

.1 "Building Code" - means the applicable National Building Code, latest edition.

.2 "as specified" - means as specified elsewhere in the specification.

.3 "Approved Equivalent" - means a material or product that has been reviewed and approved by the Consultant as to having similar properties and fulfilling similar functions to the specified item.

.4 “Tender” – means any bid, tender or proposal submitted by a bidder pursuant to the Instructions to Bidders.

.5 “Access” – for the purpose of GC 2.3.1, the Contractor shall provide sufficient labour force to operate access equipment safely and properly.

.6 “Client” - means The City of Sault Ste. Marie

.2 Whenever the words "shall" or "will" are used in the Contract they have the meanings attributed to them in the provincial interpretation act.

.3 Whenever words which have well known technical or trade meanings are used in the Contract they are used in accordance with such recognized meanings.

1.2 Insurance

.1 Contractor must keep in force for the duration of the Contract Public Liability and Property Damage Insurance in accordance with GC 11.1. Without limiting the foregoing, such Insurance Coverage must include Comprehensive General Liability; Contractual Liability; Personal Injury; and Contingent Liability with respect to Sub-contractors. Submit proof of same in the form of an Insurance Certificate. Such Insurance Certificate must contain a firm undertaking to give the Owner thirty (30) days notice prior to any cancellation.

.2 If the Contactor fails to meet these requirements within the time stipulated by the award letter, the Owner retains the right to terminate the Contract and use the bid security toward damages.

.3 The City of Sault Ste. Marie and TULLOCH Engineering Inc. shall be named as additional insured under all insurance policies which shall protect The Client against all claims for all damage or injury including death to any person or persons and for damage to any property of The Client or any other public or private property resulting from or arising out of any act or omission on the part of the Vendor or any of his servants or agents, including sub-contractors.

1.3 Workers' Compensation

.1 Prior to commencing the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with the requirements of the province of Ontario with respect to Workers' Compensation, including payments due thereunder.

.2 At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by himself and his Subcontractors.

1.4 Environmental

.1 A Designated Substance and Hazardous Materials Survey is available for the Memorial Tower. The report is included with the tender document.

1.5 Sub-contractors

.1 The Contractor is to provide to the Owner a complete and firm list of names and addresses of Sub-contractors whom he will use for the Work of this Contract.

.2 The owner may, for reasonable cause, object to the use of a proposed sub-Contractor and require the Contractor to employ one of the other Sub-Contractor bidders.

.3 The Contractor will:

.1 require his Subcontractors to perform their Work in accordance with the subject to the terms and conditions of the Contract;

.2 and, be as fully responsible to the Owner for acts and omissions of his Sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him. The Contractor therefore agrees that he will incorporate all the terms and conditions of the Contract Documents into all Sub-contract Agreements.

.4 Nothing contained in the Contract Documents will create a contractual relationship between a Sub-contractor and the Owner.

1.6 Ontario Labour Conditions and Construction Lien Claims

.1 The Contractor will employ only persons who are fully qualified to perform the work required. The Contractor will comply with all Provincial Government statutes and regulations governing contract hours and wages, construction liens, and employment standards.

1.7 Precedence of Documents

.1 The documents forming the Contract are complementary, and what is required by any one will be as binding as if required by all.

.2 Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

.3 In the event of conflict between Documents, the following priorities shall apply:

- .1 Documents of later date will govern.
- .2 Figured dimensions shown on the drawings will govern even though they may differ from scaled dimensions.
- .3 Drawings of larger scale will govern over those of smaller scale of the same date.
- .4 Specifications will govern over drawings.
- .5 Supplementary General Conditions shall govern over General Conditions.
- .6 The General Conditions shall govern over specifications, other than the Supplementary General Conditions.

1.8 Materials and Workmanship - Acceptability

.1 The Contractor shall ensure that all materials, products, systems or services are new and listed in The Canadian Construction Materials Centre publication "Listings or Evaluation Reports".

.2 The Contractor shall give preference to materials, products, systems or services of Canadian origin and manufacture.

.3 The Contractor shall ensure that all work is performed by competent tradesmen, skilled in the particular trade. Only first class workmanship will be accepted, not only with regard to safety, efficiency and durability, but also with regard to neatness and accuracy of detail.

.4 The Contractor shall remove all unsatisfactory work and replace it at the Contractor's expense to the satisfaction of the Consultant.

.5 If in the opinion of the Consultant it is not expedient to correct defective work or work not done in accordance with the Contract, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined in the first instance by the Owner.

1.9 Equivalents

.1 Applications for approval for materials or methods proposed as equivalent to those specified must be received by the Consultant no later than three (3) working days before tender closing date. Approval, if given, will be not less than two (2) working days prior to tender closing date.

.2 Request approvals in writing, and in duplicate.

.3 Approval of materials or methods as equivalents applies to this Contract only, and does not necessarily mean approval for future Contracts, not that the other material or methods may not be used as directed by the Consultant, at and time after tender is accepted, without corresponding change in cost.

.4 All known Bidders will be notified of materials or methods which are deemed by the Consultant as being equivalent to materials or methods specified.

.5 Tenders must be based on specified items, or approved equivalents.

.6 Immediately on request, Tenderer or Contractor shall supply a detailed list of equivalents on which his Tender is based.

1.10 Alternates

.1 An application must be submitted to the Consultant for approval for all materials or methods proposed as an alternate to those specified, following the same procedure as for equivalents.

.2 After written approval is obtained, submit separate price with Tender, as an addition to or deduction from tendered price, for each alternate.

.3 Suppliers and Sub-contractors submitting alternates must state with price submission that the price covers an approved alternate.

.4 Tenderers must ensure, before submission, that all alternates offered cover all changes necessary in other work under this Contract to properly accommodate the alternate and form a complete and finished job.

1.11 Deviations

.1 The Contractor will not make any deviations from the drawings and specifications without prior written consent form the Consultant. Unauthorized deviations are to be corrected at the Contractor's expense.

1.12 Changes in Work

.1 The Owner shall have the right, without invalidating the Contract, to make changes by altering, adding to, or deducting from the Work, with the Contract Price and the completion date being adjusted accordingly.

.2 No additional work shall be done or other changes to the Contract made without receiving prior written authority from the Owner.

1.13 Valuations of Changes in Work

.1 The Owner shall determine the method of valuation of any changes in the Work by any one or more of the following methods:

a) by estimate and acceptance in a lump sum;

b) by unit price;

c) by cost and percentage or by cost and a fixed fee.

.2 In cases of an addition to the Work to be paid for pursuant to clause 1.14.1, the Contractor shall certify the amount including a sum not to exceed the values as indicated in Part B of the Schedule of Items and Prices and keep and present to the Owner, in such form as the Owner may direct, a correct account setting out overhead and profit and the net cost of labour and materials, together with vouchers.

1.14 Samples of Materials, Testing of Materials

.1 The Contractor shall furnish for approval of the Owner, or whom the Owner designates, such samples of materials, tests and designs as required. The Work must be in accordance with the approved samples, tests and designs.

.2 The Contractor shall pay all costs for such samples and tests required by the specifications. If not specified, the cost of such samples and tests will be authorized as an addition to the Contract Price.

1.15 Performance Tests

.1 The Contactor shall perform and pay for all tests as required by the authorities having jurisdiction, and as may be required by the Owner, to prove that all systems and equipment are performing as specified.

1.16 Applications for Payment

In addition to the requirements of GC 5.2:

.1 The “Schedule of Values” shall correspond to the Schedule of Items and Prices in the Contract.

.2 The Owner will make payments to the Contractor as follows:

.1 90% of the invoiced amount submitted by the Contractor to the Owner, through the Consultant, prior to substantial performance and not more frequently than monthly for the completed portions of the work and services performed to the satisfaction of the Payment Certifier.

.2 10% of the amount invoiced prior to substantial performance and held back pursuant to the Construction Act, 1990, within a reasonable time after the expiration of the applicable lien period following the date of publication of the Certificate of Substantial Performance if there are no claims outstanding pursuant to the Construction Act, 1990, and the work and services performed are to the satisfaction of the Payment Certifier.

.3 Any further amount due hereunder upon completion of the Contract to the satisfaction of the Payment Certifier, subject to any holdback for deficiencies and as required by the Construction Act, 1990.

.4 The Contractor will obtain, where applicable, inspection certificate for the installation of electrical wiring and equipment, natural gas and heating boilers, from the Federal, Provincial, Municipal Authority or utility responsible for the issuance of same, and the Contract agrees to obtain and deliver such certification to the Consultant prior to the approval of final invoice.

1.17 Fees for Changes In Work

.1 Include in Schedule of Items and Prices, percentage markup for overhead and profit for applicable changes in Work, whether additions to or deduction from Work on which Bid price is based. Include in Schedule of Items and Prices, fees proposed for subcontract work for changes (both additions and deletions) in Work. Contractor may apply markup as noted, to subcontractor's gross (net plus markup) costs on additional work.

1.18 Warranty

.1 Provide a written warranty stating that all work is guaranteed for a period of TWO years from the date of Certificate of Final Completion.

1.19 Completion Date

.1 The Contractor shall complete the Work within the agreed upon schedule, as indicated on page 1 of the Instruction to Bidders.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

GENERAL INSTRUCTIONS

PART 1 – GENERAL

1.1 Note that a copy of the CCDC2 Stipulated Price Contract has been included as part of the Tender document but does not need to be completed for the submission.

1.2 Initial On-Site Meeting

.1 The Contractor will be notified by the Consultant as to the time and place of the Initial On-Site Meeting.

.2 The Consultant will review the extent of the work with the Contractor and determine responsibilities, schedules and sequence of activities.

1.3 Co-operation

.1 The Contractor will co-operate with the Owner and Consultant and arrange for all work to be expedited with the minimum of inconvenience to all parties, and report in writing any difficulties encountered in expediting the work.

1.4 Supervision and Workmanship

.1 The Contractor will perform the work in the most efficient manner and in accordance with the directions and to the satisfaction of the Owner. Employ a competent foreman who remains in charge full time until the work is completed.

1.5 Use of Site Facilities

.1 The Contractor will furnish all labour, materials, equipment, transportation, storage of tools, trucks and any other incidentals required to perform the work.

.2 Parking: Arrangements for the worker's parking shall be approved by the Owner.

.3 Existing sanitary services are not available. The Contractor is responsible for providing and maintaining sanitary services for the duration of the project.

.4 The Contractor shall assume all liability for and be responsible for loss or damage to his materials or equipment and for any materials delivered to him from whatever source to the site of the work.

.5 Water and electric power are not available for use. The Contractor is responsible for providing temporary power and water for the duration of the project.

.6 The Contractor shall limit areas for work and storage as directed on site by the Consultant or Owner.

.7 The Contractor shall not obstruct entrances or fire exists. The Contractor shall maintain free access route for ambulance, fire and garbage trucks.

1.6 Clean-up and Restoration

.1 Keep site free from accumulation of dirt and debris resulting from the Work and clean up at the close of each day or more often to the satisfaction of the Owner.

.2 The location of garbage containers is subject to approval by the Owner. The Contractor shall relocate garbage containers upon request by the Owner. Garbage containers are to be secured with a locked cover at the end of each work day and shall be removed from the site when full.

.3 Repair all site elements having been damaged during the course of the work and replace all elements damaged beyond repair to the complete satisfaction of the Owner.

1.7 Hours of Work

.1 Work will be carried out between the hours of 7:00 AM and 7:00 PM, Monday through Friday.

.2 Excessive noise producing activities (i.e., drilling, cutting, etc.) shall be limited to 10:00 AM to 5:00 PM, Monday through Friday.

.3 The Contractor may be allowed to work extended or weekend hours provided approval is given in writing by the Owner.

1.8 Protection

.1 The Contractor shall provide adequate protection to public and property until the Owner accepts the work.

.2 Execute the work to minimize interference to occupants and personal effects. Provide and maintain all necessary and proper temporary shoring, protection and warning signs at all areas which may be dangerous to the public from falling debris or other causes.

.3 Erect temporary fences, barriers, overhead protection, and other protection that may be required during the work by the Owner and/or Municipal and Provincial Authorities.

.4 Protect existing building elements (on site and off site) from any damages resulting from performing work of this Contract. Any damages to be repaired without cost to the Owner.

.5 Protect and be responsible for all new finished and unfinished work which is expenses and susceptible to vandalism or theft.

1.9 Final Clean-Up

.1 The Contractor will clean all new materials and areas of work to the satisfaction of the Owner and Consultant.

.2 The Contractor shall clean the site, and all affected areas of the building, to the satisfaction of the consultant.

.3 The Contractor shall make good all areas of the work site damaged by construction, including but not limited to grass, gardens, asphalt, walkways, etc.

1.10 Fire Protection

.1 The Contractor will take all necessary precautions to prevent the possibility of fire, especially when working with combustible adhesive and/or flammable solvents.

.2 The Contractor will at all times supply a portable fire extinguishers when working with combustible adhesives and/or flammable solvents.

.3 The Contractor will ensure that all rags and waste containing oil, grease or other flammable materials will be removed at the end of each working day.

1.11 Work Schedule and Records

.1 Provide schedule after contract award, in form acceptable to the Consultant, identifying activities and showing progress stages and final completion of Work. Provide updated schedules during the course of work.

.2 Carry out the Work in a continuous and logical manner.

.3 Keep accurate detailed records of all Work performed and keep copies of records at site for inspection by Consultant upon request. This also includes all items of repairs where a unit price has been submitted.

1.12 Quality Control

.1 Work shall be done by an established contractor with proven satisfactory experience and who has skilled tradesmen thoroughly trained and competent in carrying out the specified work. Additional requirements are specified in the individual Specification Sections where applicable.

.2 Where required by manufacturer of speciality products, only contractors approved as applicators shall be utilized.

.3 Provide one person who shall be present at all times during the execution of the work who shall be thoroughly familiar with the proper materials and methods of work and who shall direct all work performed.

.4 Provide access to the work for the Consultant at all times.

.5 Give timely notice requesting inspection if work is designated for special tests, inspections, or approvals by the Consultant.

.6 If the Contractor covers or permits to be covered work that has been designated for special tests, inspections or approval before such is made, uncover such work, have inspections or tests satisfactorily completed and make good such work.

.7 Notify the Consultant of unexpected conditions immediately upon discovery.

.8 Maintain at the job site one copy of each of the following:

.1 Specifications and Contract Drawing
.2 Addenda
.3 Change Orders or other modifications to Contract
.4 Manufacturer's installations and application instructions for materials.

END OF SECTION

DIVISION 3 – SPECIFICATIONS

TEMPORARY FACILITIES

PART 1 – GENERAL

1.1 Description of Work

.1 This Section specifies the requirements for temporary construction facilities to be provided by the Contractor for duration of the project.

1.2 Storage Sheds/Trailers

.1 Provide and maintain, in a clean and orderly condition, lockable weather tight trailers and/or sheds with raised floors for storage of materials and equipment which are subject to damage by weather.

1.3 Sanitary Facilities

1. The Contractor shall be responsible for providing and maintaining Sanitary facilities for the duration of the project.

1.4 Barriers/Hoarding/Scaffolding/Temporary Fences

.1 Provide a secure barrier wall all around the construction area. Secure all fence gates against access at the end of each day.

.2 Erect temporary fences that may be required by the Owner and/or Municipal Authorities.

.3 Erect enclosures as required to collect and manage all construction dust/debris.

.4 Erect temporary protection as required to ensure plants at the base of the tower remain undamaged for the duration of the project.

1.5 Site Signs and Notices

.1 Provide signs for safety notices, traffic direction, or instructions in English or commonly understood graphic symbols.

.2 Maintain signs and notices in good condition for duration of project.

1.6 Removal of Temporary Facilities

.1 At completion of Work, remove all temporary facilities, equipment and materials from site when directed by the Consultant.

1.7 Measurement of Payment

.1 The provision of temporary facilities shall be included in the Fixed Price.

PART 1 - GENERAL

1.1 RELATED SECTIONS

.1

1.2 WORK COVERED BY CONTRACT DOCUMENTS

.1 Work of this Contract is comprised of the rehabilitation of existing concrete and installation of new roofing material and application of exterior paint coating at the Memorial Tower, located in Sault Ste. Marie, Ontario.

1.3 CONTRACT METHOD

.1 Construct Work using stipulated price contract.

1.4 WORK BY OTHERS

.1 Not applicable.

1.5 FUTURE WORK

.1 Not applicable.

1.6 WORK SEQUENCE

.1 Construct Work in stages if needed to accommodate Owner's continued use of premises during construction.

.2 Co-ordinate Progress Schedule and co-ordinate with Owner Occupancy during construction.

.3 Construct Work to provide for continuous public usage. Do not close off public usage of facilities until use of one stage of Work will provide alternate usage.

.4 Maintain fire access/control.

1.7 CONTRACTOR USE OF PREMISES

.1 Limit use of premises for Work, for storage, and for access, to allow:
- .1 Owner occupancy and use.
- .2 Public usage.

.2 Remove or alter existing work to prevent injury or damage to portions of existing work which remain.

.3 Maintain the building and roofing watertight and weathertight at all times.

1.8 OWNER OCCUPANCY

.1 Owner will occupy premises during entire construction period for execution of normal operations.

.2 Co-operate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

1.9 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING

.1 Execute work with least possible interference or disturbance to building operations, occupants, public and normal use of premises. Arrange with Consultant to facilitate execution of work.

1.10 EXISTING SERVICES

.1 Notify utility companies of intended interruption of services and obtain required permission.

.2 Submit schedule to and obtain approval from Consultant and Owner's representative for any shut-down or closure of active service or facility including heating, air conditioning, power and communications services. Adhere to approved schedule and provide notice to affected parties.

.3 Protect, relocate or maintain existing active services. When inactive services are encountered, cap off in manner approved by authorities having jurisdiction.

1.11 DOCUMENTS REQUIRED

.1 Maintain at job site, one copy each document as follows:

.1 Contract Drawings.
.2 Specifications.
.3 Addenda.
.4 Reviewed Shop Drawings.
.5 List of Outstanding Shop Drawings.
.6 Change Orders.
.7 Other Modifications to Contract.
.8 Field Test Reports.
.9 Copy of Approved Work Schedule.
.10 Health and Safety Plan and Other Safety Related Documents.
.11 Other documents as specified.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.

PART 1 - GENERAL

1.1 RELATED SECTIONS

.1 01 56 00 – Temporary Barriers and Enclosures.

.2 Maintain access to building at all times.

.1 Design, construct and maintain temporary "access to" and "egress from" work areas, including stairs, runways, ramps or ladders, independent of finished surfaces and in accordance with relevant municipal, provincial and other regulations.

1.3 USE OF SITE AND FACILITIES

.1 Execute work with least possible interference or disturbance to normal use of premises. Make arrangements with Owner's Representative to facilitate work as stated.

.2 Maintain existing services to building and provide for personnel and vehicle access.

.3 Where security is reduced by work provide temporary means to maintain security.

1.4 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING

.1 Execute work with least possible interference or disturbance to building operations, occupants, public and normal use of premises.

1.5 EXISTING SERVICES

.1 Notify, Owner's Representative and utility companies of intended interruption of services and obtain required permission.

.2 Where Work involves breaking into or connecting to existing services, give Owner's Representative 48 hours of notice for necessary interruption of mechanical or electrical service throughout course of work. Keep duration of interruptions minimum. Carry out interruptions after normal working hours of occupants, preferably on weekends.

.3 Provide for personnel, pedestrian and vehicular traffic.

.4 Construct barriers in accordance with Section 01 56 00 - Temporary Barriers

and Enclosures.

1.6 SPECIAL REQUIREMENTS

.1 Carry out noise generating Work Monday to Friday from 17:30 to 11:00 hours and 08:00 to 19:00 on Saturdays. No work shall be carried out on Sundays and statutory holidays.

.2 Submit schedule in accordance with Section 01 32 16.07 - Construction Progress Schedules - Bar (GANTT) Chart.

.3 Ensure that Contractor personnel employed on site become familiar with and obey regulations including safety, fire, traffic and security regulations.

.4 Keep within limits of work and avenues of ingress and egress.

1.7 SECURITY CLEARANCES

.1 Not Used.

1.9 BUILDING SMOKING ENVIRONMENT

.1 Comply with smoking restrictions. Smoking is not allowed on the site.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

.1 Not Used.

PART 1 - GENERAL

1.1 SECTION INCLUDES

.1 Product Installation Alternatives to contract work.

.2 Incorporation of accepted Alternatives into contract.

1.2 RELATED SECTIONS

.1 Section 00 21 13 - Instructions to Bidders.

1.3 REFERENCES

.1 Canadian Construction Documents Committee (CCDC)

.1 CCDC 23-2003, A Guide to Calling Bids and Awarding Contracts.

1.4 REQUIREMENTS

.1 Referenced specification Sections stipulate pertinent requirements for products and methods to achieve the Work stipulated under each Alternative.

.2 Coordinate affected related Work and modify surrounding Work to integrate the Work under each Alternative.

1.5 AWARD/SELECTION OF ALTERNATIVES

.1 Indicate variation of Price for Alternatives. Note that this form requests a 'difference' in Price by adding to or deducting from the base price.

.2 Bids shall be evaluated on 'Base Bid' price. After determination of selected bidder, consideration will be given to Alternatives and Price adjustments.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

1.1 RELATED SECTIONS

.1 01 32 16 Construction Progress Schedule.

1.2 ADMINISTRATIVE

.1 Schedule and administer project meetings throughout the progress of the work at a schedule agreed with the Owner's Representative.

.2 Prepare agenda for meetings.

.3 Distribute written notice of each meeting four days in advance of meeting date to Owner's Representative.

.4 Provide physical space and make arrangements for meetings.

.5 Preside at meetings.

.6 Record the meeting minutes. Include significant proceedings and decisions. Identify actions by parties.

.7 Reproduce and distribute copies of minutes within three days after meetings and transmit to meeting participants.

.8 Representative of Contractor, Subcontractor and suppliers attending meetings will be qualified and authorized to act on behalf of party each represents.

1.3 PRECONSTRUCTION MEETING

.1 Within 5 days after award of Contract, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.

.2 Senior representatives of Owner's Representative, Consultant, Contractor, major Subcontractors, field inspectors will be in attendance.

.3 Establish time and location of meeting and notify parties concerned minimum 3 days before meeting.

.4 Incorporate mutually agreed variations to Contract Documents into Agreement, prior to signing.

.5 Agenda to include:
- .1 Appointment of official representative of participants in the Work.
- .2 Schedule of Work: in accordance with Section 01 32 16.07 - Construction Progress Schedules - Bar (GANTT) Chart.
- .3 Schedule of submission of shop drawings, samples, colour chips. Submit submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .4 Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences in accordance with Section 01 52 00 - Construction Facilities.
- .5 Site security in accordance with Section 01 56 00 - Temporary Barriers and Enclosures.
- .6 Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, administrative requirements.
- .7 Maintenance manuals in accordance with Section 01 78 00 - Closeout Submittals.
- .8 Take-over procedures, acceptance, warranties in accordance with Section 01 78 00 - Closeout Submittals.
- .9 Monthly progress claims, administrative procedures, photographs, hold backs.
- .10 Appointment of inspection and testing agencies or firms.
- .11 Insurances, transcript of policies.

1.4 PROGRESS MEETINGS

.1 During course of Work and 1 week prior to project completion, schedule progress meetings weekly.

.2 Contractor, major Subcontractors involved in Work, Owner's Representative and Consultant are to be in attendance.

.3 Notify parties minimum 3 days prior to meetings.

.4 Record minutes of meetings and circulate to attending parties and affected parties not in attendance within 5 days after meeting.

.5 Agenda to include the following:
- .1 Review, approval of minutes of previous meeting.
- .2 Review of Work progress since previous meeting.
- .3 Field observations, problems, conflicts.
- .4 Problems which impede construction schedule.
- .5 Review of off-site fabrication delivery schedules.
- .6 Corrective measures and procedures to regain projected schedule.
- .7 Revision to construction schedule.
- .8 Progress schedule, during succeeding work period.
- .9 Review submittal schedules: expedite as required.
- .10 Maintenance of quality standards.
- .11 Review proposed changes for effect on construction schedule and on completion date.

.12 Other business.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

1.1 RELATED SECTIONS

.1 01 33 00 Submittal Procedures.

1.2 DEFINITIONS

.1 Activity: element of Work performed during course of Project. Activity normally has expected duration, and expected cost and expected resource requirements. Activities can be subdivided into tasks.

.2 Bar Chart (GANTT Chart): graphic display of schedule-related information. In typical bar chart, activities or other Project elements are listed down left side of chart, dates are shown across top, and activity durations are shown as date-placed horizontal bars. Generally Bar Chart should be derived from commercially available computerized project management system.

.3 Baseline: original approved plan (for project, work package, or activity), plus or minus approved scope changes.

.4 Construction Work Week: Monday to Friday, inclusive, will provide five day work week and define schedule calendar working days as part of Bar (GANTT) Chart submission.

.5 Duration: number of work periods (not including holidays or other nonworking periods) required to complete activity or other project element. Usually expressed as workdays or workweeks.

.6 Master Plan: summary-level schedule that identifies major activities and key milestones.

.7 Milestone: significant event in project, usually completion of major deliverable.

.8 Project Schedule: planned dates for performing activities and the planned dates for meeting milestones. Dynamic, detailed record of tasks or activities that must be accomplished to satisfy Project objectives. Monitoring and control process involves using Project Schedule in executing and controlling activities and is used as basis for decision making throughout project life cycle.

.9 Project Planning, Monitoring and Control System: overall system operated by Owner's Representative to enable monitoring of project work in relation to established milestones.

1.3 REQUIREMENTS

.1 Ensure Master Plan and Detail Schedules are practical and remain within specified Contract duration.

.2 Plan to complete Work in accordance with prescribed milestones and time frame.

.3 Limit activity durations to maximum of approximately 5 working days, to allow for progress reporting.

.4 Ensure that it is understood that Award of Contract or time of beginning, rate of progress, Interim Certificate and Final Certificate as defined times of completion are of essence of this contract.

1.4 SUBMITTALS

.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

.2 Submit to Owner's Representative Consultant within 5 working days of Award of Contract Bar (GANTT) Chart as Master Plan for planning, monitoring and reporting of project progress.

1.7 PROJECT SCHEDULE

.1 Develop detailed Project Schedule.

.2 Ensure detailed Project Schedule includes as minimum milestone and activity types as follows:

.1 Award.
.2 Shop Drawings, Samples.
.3 Permits.
.4 Mobilization.
.5 Removals
.6 Roofing.
.7 Heating, Ventilating, and Air Conditioning.

1.8 PROJECT SCHEDULE REPORTING

.1 Update Project Schedule on weekly basis reflecting activity changes and completions, as well as activities in progress.

.2 Include as part of Project Schedule, narrative report identifying Work status to date, comparing current progress to baseline, presenting current forecasts, defining problem areas, anticipated delays and impact with possible mitigation.

1.9 PROJECT MEETINGS

.1 Discuss Project Schedule at regular site meetings, identify activities that are behind schedule and provide measures to regain slippage. Activities considered behind schedule are those with projected start or completion dates later than current approved dates shown on baseline schedule.

.2 Weather related delays with their remedial measures will be discussed and negotiated.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

.1

1.2 ADMINISTRATIVE

.1 Submit to Owner's Representative and Consultant submittals listed for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.

.2 Do not proceed with Work affected by submittal until review is complete.

.3 Present shop drawings, product data, samples and mock-ups in SI Metric units.

.4 Where items or information is not produced in SI Metric units converted values are acceptable.

.5 Review submittals prior to submission. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and co-ordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific project will be returned without being examined and considered rejected.

.6 Notify Owner's Representative and Consultant, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.

.7 Verify field measurements and affected adjacent Work are co-ordinated.

.8 Contractor's responsibility for errors and omissions in submission is not relieved by Owner's Representative's and/or Consultant's review of submittals.

.9 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Owner's Representative and/or Consultant review.

.10 Keep one reviewed copy of each submission on site.

1.4 SHOP DRAWINGS AND PRODUCT DATA

.1 Refer to CCDC 2 GC 3.11.

.2 The term "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 Work.

.3 Submit drawings stamped and signed by professional engineer registered or licensed in Province Ontario, where required.

.4 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been co-ordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.

.5 Allow 10 days for Owner’s Representative's and Consultant's review of each submission.

.6 Adjustments made on shop drawings by Owner’s Representative and Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing prior to proceeding with Work.

.7 Make changes in shop drawings as Owner’s Representative and Consultant may require, consistent with Contract Documents. When resubmitting, notify in writing of revisions other than those requested.

.8 Accompany submissions with transmittal letter containing:
- .1 Date.
- .2 Project title and number.
- .3 Contractor's name and address.
- .4 Identification and quantity of each shop drawing, product data and sample.
- .5 Other pertinent data.

.9 Submissions include:
- .1 Date and revision dates.
- .2 Project title and number.
- .3 Name and address of:
  - .1 Subcontractor.
  - .2 Supplier.
  - .3 Manufacturer.
- .4 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
- .5 Details of appropriate portions of Work as applicable:
  - .1 Fabrication.
  - .2 Layout, showing dimensions, including identified field dimensions, and clearances.

.3 Capacities.
.4 Performance characteristics.
.5 Standards.
.6 Relationship to adjacent work.

.10 After review, distribute copies.

.11 Submit 6 prints or electronic copy of shop drawings for each requirement requested in specification Sections and as Owner's Representative or Consultant may reasonably request.

.12 Submit 6 prints or electronic copies of product data sheets or brochures for requirements requested in specification Sections and as requested by Owner's Representative or Consultant where shop drawings will not be prepared due to standardized manufacture of product.

.13 Submit 6 copies or electronic copy of manufacturer's instructions for requirements requested in specification Sections.
.1 Pre-printed material describing installation of product, system or material, including special notices and Material Safety Data Sheets concerning impedances, hazards and safety precautions.

.14 Submit 6 copies or electronic copies of Manufacturer's Field Reports for requirements requested in specification Sections and as requested by Owner's Representative or Consultant.

.15 Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

.16 Submit 6 copies or electronic copies of Operation and Maintenance Data for requirements requested in specification.

.17 Delete information not applicable to project.

.18 Supplement standard information to provide details applicable to project.

.19 If upon review, no errors or omissions are one copy will be returned and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.

1.5 SAMPLES

.1 Submit for review samples in duplicate as requested in respective specification Sections. Label samples with origin and intended use.

.2 Deliver samples prepaid to Owner's Representative's and Consultant's business address.

.3 Notify Owner's Representative and Consultant in writing, at time of submission of deviations in samples from requirements of Contract

Documents.

.4 Where colour, pattern or texture is criterion, submit full range of samples.

.5 Adjustments made on samples by Owner's Representative or Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing prior to proceeding with Work.

.6 Make changes in samples which may be required, consistent with Contract Documents.

.7 Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.

1.6 CERTIFICATES AND TRANSCRIPTS

.1 Immediately after award of Contract, submit Workers' Compensation Board status.

.2 Submit transcription of insurance immediately after award of Contract.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

.1 Not Used.

PART 1 - GENERAL

1.1 RELATED SECTIONS

.1 01 33 00 – Submittal Procedures.

1.2 REFERENCES

1.3 SUBMITTALS

.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

1.4 INSTALLATION AND REMOVAL

.1 Prepare site plan indicating proposed location and dimensions of area to be fenced and used by Contractor, number of trailers to be used, avenues of ingress/egress to fenced area and details of fence installation.

.2 Indicate use of supplemental or other staging area.

.3 Provide construction facilities in order to execute work expeditiously.

.4 Remove from site all such work after use.

1.5 HOISTING

.1 Provide, operate and maintain hoist equipment as required for moving of workers, materials and equipment. Make financial arrangements with Subcontractors for their use of hoists.

.2 Hoists to be operated by qualified operator.

1.6 SITE STORAGE/LOADING

.1 Confine work and operations of employees by Contract Documents. Do not unreasonably encumber premises with products.

.2 Do not load or permit to load any part of Work with weight or force that will endanger Work.

1.7 CONSTRUCTION PARKING

.1 Parking will be permitted on site in a location designated by owner.

.2 Provide and maintain adequate access to project site.

1.8 SECURITY

.1 Provide and pay for responsible security personnel to guard the site and contents after working hours and during holidays if construction activities

are such that a risk to security is created (i.e. scaffold tower). Otherwise, be responsible to secure the site at the completion of each work day and during weekends/holidays.

1.9 EQUIPMENT, TOOL AND MATERIALS STORAGE

.1 Provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.

.2 Locate materials not required to be stored in weatherproof sheds on site in manner to cause least interference with work activities.

1.10 SANITARY FACILITIES

.1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.

.2 Post notices and take precautions as required by local health authorities. Keep area and premises in sanitary condition.

1.11 PROTECTION AND MAINTENANCE OF TRAFFIC

.1 Provide access and temporary relocated roads as necessary to maintain traffic.

.2 Maintain and protect traffic on affected roads during construction period.

.3 Provide measures for protection and diversion of traffic, including provision of watch-persons and flag-persons, erection of barricades, placing of lights around and in front of equipment and work, and erection and maintenance of adequate warning, danger, and direction signs

.4 Protect travelling public from damage to person and property.

.5 Contractor's traffic on roads selected for hauling material to and from site to interfere as little as possible with public traffic.

.6 Verify adequacy of existing roads and allowable load limit on these roads. Contractor: responsible for repair of damage to roads caused by construction operations.

.7 Provide necessary lighting, signs, barricades, and distinctive markings for safe movement of traffic.

.8 Dust control: adequate to ensure safe operation at all times.

1.16 CLEAN-UP

.1 Remove construction debris, waste materials, packaging material from work site daily.

.2 Clean dirt or mud tracked onto paved or surfaced roadways.

.3 Store materials resulting from demolition activities that are salvageable.

.4 Stack stored new or salvaged material not in construction facilities.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

PART 1 - GENERAL

1.1 RELATED SECTIONS

.1 01 52 00 – Construction Facilities.

1.2 INSTALLATION AND REMOVAL

.1 Provide temporary controls in order to execute Work expeditiously.

.2 Remove from site all such work after use.

1.3 HOARDING

.1 Erect and maintain pedestrian walkways including roof and side covers, complete with signs and electrical lighting as required by law as directed by the Owner's Representative.

.2 Erect temporary site enclosure using 2.4 m high metal mesh fence wired to steel posts spaced at 2.4 m on centres. Maintain fence in good repair.

.3 Provide barriers around trees and plants designated to remain. Protect from damage by equipment and construction procedures.

1.4 GUARD RAILS AND BARRICADES

.1 Provide secure, rigid guard rails and barricades around open edges of roofs areas.

.2 Provide as required by governing authorities.

1.5 ACCESS TO SITE

.1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.

1.6 PUBLIC TRAFFIC FLOW

.1 Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect public.

1.7 FIRE ROUTES

.1 Maintain access to property including overhead clearances for use by emergency response vehicles.

1.8 PROTECTION FOR

.1 Protect surrounding private and public property from damage during performance of Work.

OFF-SITE AND PUBLIC PROPERTY

.2 Be responsible for damage incurred.

1.9 PROTECTION OF BUILDING FINISHES

.1 Provide protection for finished and partially finished building finishes and equipment during performance of Work.

.2 Provide necessary screens, covers, and hoardings.

.3 Be responsible for damage incurred due to lack of or improper protection.

1.10 WASTE MANAGEMENT AND DISPOSAL

.1 Separate waste materials for reuse, recycling, or disposal.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

.1 Not Used.

PART 1 - GENERAL

1.1 RELATED SECTIONS

.1 01 52 00 – Construction Facilities.

1.2 REFERENCES

.1 Canadian Construction Documents Committee (CCDC)
.1 CCDC 2-2020, Stipulated Price Contract.

1.3 PROJECT CLEANLINESS

.1 Maintain Work site in tidy condition, free from accumulation of waste products and debris, other than that caused by Owner or other Contractors.

.2 Remove waste materials from site at daily regularly scheduled times and dispose of in accordance with local requirements. Do not burn waste materials on site.

.3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.

.4 Provide on-site containers for collection of waste materials and debris.

.5 Provide and use marked separate bins for recycling.

.6 Dispose of waste materials and debris off site.

.7 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.

.8 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.

.9 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

1.4 FINAL CLEANING

.1 When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.

.2 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.

.3 Prior to final review remove surplus products, tools, construction machinery and equipment.

.4 Remove waste materials from site at regularly scheduled times.

.5 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.

.6 Clean and polish glass, and exterior finishes that may be affected by this work, including mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.

.7 Remove stains, spots, marks and dirt (caused by this work) from walls, sidewalks, windows, doors and other exterior elements of the building.

.8 Clean lighting reflectors, lenses, and other lighting surfaces.

.9 Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.

.10 Remove dirt and other disfiguration from exterior surfaces.

.11 Clean and sweep roofs, gutters, areaways, and sunken wells.

.12 Sweep and wash clean paved areas.

.13 Clean equipment and fixtures to sanitary condition; clean or replace filters of mechanical equipment.

.14 Clean roofs, downspouts, and drainage systems.

1.5 WASTE MANAGEMENT AND DISPOSAL

.1 Separate waste materials for recycling in accordance with local regulations.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

1.1 WASTE MANAGEMENT GOALS

.1 Prior to start of Work conduct meeting with Owner's Representative and Consultant to review and discuss Waste Management Plan and Goals.

.2 Accomplish maximum control of solid construction waste.

.3 Preserve environment and prevent pollution and environment damage.

1.2 RELATED SECTIONS

.1 01 33 00 - Submittals.

1.3 WASTE AUDIT (WA)

.1 Conduct WA prior to project start-up.

.2 Record extent to which materials or products used consist of recycled or reused materials or products.

1.4 STORAGE, HANDLING AND PROTECTION

.1 Store, materials to be reused, recycled and salvaged in locations as directed by Owner's Representative.

.2 Unless specified otherwise, materials for removal become Contractor's property.

1.5 DISPOSAL OF WASTES

.1 Do not bury rubbish or waste materials.

.2 Do not dispose of waste, volatile materials, mineral spirits, oil or liquid materials into waterways, storm, or sanitary sewers.

.3 Keep records of construction waste including:

- .1 Number and size of bins.
- .2 Waste type of each bin.
- .3 Total tonnage generated.
- .4 Tonnage reused or recycled.
- .5 Reused or recycled waste destination.

.4 Remove materials from deconstruction as deconstruction/disassembly Work progresses.

.5 Prepare project summary to verify destination and quantities on a material-by-material basis as identified in pre-demolition material audit.

1.6 USE OF SITE AND FACILITIES

.1 Execute work with least possible interference or disturbance to normal use of premises.

1.7 SCHEDULING

.1 Co-ordinate Work with other activities at site to ensure timely and orderly progress of Work.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 CLEANING

.1 Remove tools and waste materials on completion of Work, and leave work area in clean and orderly condition.

.2 Clean-up work area as work progresses.

.3 Source separate materials to be reused/recycled into specified sort areas.

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

.1 01 33 00 – Submittals.
.2 01 74 00 – Cleaning.

1.2 REFERENCES

.1 Canadian Construction Documents Committee (CCDC)
- .1 CCDC 2-2020, Stipulated Price Contract.

1.3 ADMINISTRATIVE REQUIREMENTS

.1 Acceptance of Work Procedures:
- .1 Contractor's Inspection: Contractor and product supplier: conduct inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.
  - .1 Notify Owner’s Representative and Consultant in writing of satisfactory completion of Contractor's inspection and submit verification that corrections have been made.
- .2 Owner’s Representative and Consultant's Inspection:
  - .1 Owner’s Representative, Consultant and Contractor to inspect Work and identify defects and deficiencies.
  - .2 Contractor to correct Work as directed.
- .3 Completion Tasks: submit written certificates that tasks have been performed as follows:
  - .1 Work: completed and inspected for compliance with Contract Documents.
  - .2 Defects: corrected and deficiencies completed.
  - .3 Equipment and systems: tested, adjusted and fully operational.
- .4 Final Inspection:
  - .1 When completion tasks are done, request final inspection of Work by Owner’s Representative and Consultant, and Contractor.
- .5 Declaration of Substantial Performance: when Owner’s Representative and Consultant consider deficiencies and defects corrected and requirements of Contract substantially performed, make application for Certificate of Substantial Performance.
- .6 Commencement of Lien and Warranty Periods: date of Owner's acceptance of submitted declaration of Substantial Performance to be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work.

.7 Final Payment:
.1 When Owner's Representative and Consultant consider final deficiencies and defects corrected and requirements of Contract met, make application for final payment.
.8 Payment of Holdback: after issuance of Certificate of Substantial Performance of Work, submit application for payment of holdback amount in accordance with contractual agreement.

1.4 FINAL CLEANING

.1 Clean in accordance with Section 01 74 11 - Cleaning.
.1 Remove surplus materials, excess materials, rubbish, tools and equipment.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

.1 Not Used.

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

.1 01 33 00 - Submittals.

1.2 WARRANTIES AND BONDS

.1 Submit, warranty information made available during construction phase, to Owner's Representative and Consultant for approval prior to application for substantial performance.

.2 Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial Performance is determined.

.3 Include information contained in warranty as follows:

- .1 Roles and responsibilities of personnel associated with warranty process, including points of contact and telephone numbers within the organizations of Contractors, subcontractors, manufacturer's or suppliers involved.
- .2 Contractor's plans for attendance at two year post-construction warranty inspection.

.4 Respond in timely manner to oral or written notification of required construction warranty repair work.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

.1 Not Used.

PART 1 - GENERAL

1.1 RELATED SECTIONS

.1 01 74 21 – Construction/Demolition Waste Management and Disposal.

1.2 REFERENCES

.1 American Society for Testing and Materials International (ASTM)
- .1 ASTM A 123/A 123M-[02], Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- .2 ASTM A 653/A 653M-[06], Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

.2 Canadian Standards Association (CSA International)
- .1 CSA B111-1974 (R2003), Wire Nails, Spikes and Staples.
- .2 CAN/CSA-G164, Hot Dip Galvanizing of Irregularly Shaped Articles.
- .3 CSA O121-M1978(R2003), Douglas Fir Plywood.
- .4 CSA O141, Softwood Lumber.
- .5 CSA O151, Canadian Softwood Plywood.
- .6 CSA O153, Poplar Plywood.
- .7 CAN/CSA-O325.0, Construction Sheathing.

.4 Forest Stewardship Council (FSC)
- .1 FSC-STD-01-001-(2004), FSC Principle and Criteria for Forest Stewardship.
- .2 FSC-STD-20-002-2004, Structure and Content of Forest Stewardship Standards V2-1.
- .3 FSC Accredited Certified Bodies.

.5 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
- .1 Material Safety Data Sheets (MSDS).

.6 National Lumber Grades Authority (NLGA)
- .1 Standard Grading Rules for Canadian Lumber.

1.3 QUALITY ASSURANCE

.1 Lumber identification: by grade stamp of an agency certified by Canadian Lumber Standards Accreditation Board.

.2 Plywood identification: by grade mark in accordance with applicable CSA standards.

.3 Plywood, OSB and wood based composite panel construction sheathing identification: by grademark in accordance with applicable CSA standards.

1.4 DELIVERY, STORAGE, AND HANDLING

.1 Waste Management and Disposal:

.1 Separate waste materials for recycling in accordance with Construction/Demolition Waste Management and Disposal requirements of local municipality.

PART 2 - PRODUCTS

2.1 LUMBER MATERIAL

.1 Lumber: unless specified otherwise, softwood, S4S, moisture content 19% or less in accordance with following standards:
- .1 CAN/CSA-O141.
- .2 NLGA Standard Grading Rules for Canadian Lumber.

.2 Furring, blocking, nailing strips, grounds, rough bucks, cants, roof curbs, fascia backing and sleepers:
- .1 S2S is acceptable for standard exposure.
- .2 Board sizes: "Standard" or better grade.
- .3 Dimension sizes: "Standard" light framing or better grade.
- .4 Post and timbers sizes: "Standard" or better grade.

2.3 PANEL MATERIALS

.1 Canadian softwood plywood (CSP): to CSA O151, standard construction.

.2 Poplar Plywood: to CSA O153, standard construction.

.3 Plywood, OSB and wood based composite panels: to CAN/CSA-O325.

2.4 ACCESSORIES

.1 Nails, spikes and staples: to CSA B111.

.2 Bolts: sizes as indicated, complete with nuts and washers.

.3 Proprietary fasteners: toggle bolts, expansion shields and lag bolts, screws and lead or inorganic plugs, recommended for purpose by manufacturer.

2.5 FINISHES

.1 Galvanizing: to CAN/CSA-G164, use galvanized fasteners for all work areas including pressure- preservative treated lumber.

2.6 WOOD PRESERVATIVE

.1 Surface-applied wood preservative: clear or coloured, or copper napthenate or 5% pentachlorophenol solution, water repellent preservative. All wood materials to be preservative treated.

.2 Pentachlorophenol use is restricted to building components that are in ground contact and subject to decay or insect attack only. Where used, pentachlorophenol-treated wood must be covered with two coats of an appropriate sealer.

.3 Structures built with wood treated with pentachlorophenol and inorganic arsenicals must not be used for storing food nor should the wood come in contact with drinking water.

PART 3 - EXECUTION

3.1 PREPARATION

.1 Treat surfaces of material with wood preservative, before installation.

.2 Apply preservative by dipping, or by brush to completely saturate and maintain wet film on surface for minimum 3 minute soak on lumber and one minute soak on plywood.

.3 Re-treat surfaces exposed by cutting, trimming or boring with liberal brush application of preservative before installation.

.4 Treat material as follows:

.1 Wood cants, fascia backing, curbs, nailers, sleepers on roof deck.

.2 Wood furring for outside surface of exterior masonry and concrete walls.

3.2 INSTALLATION

.1 Comply with requirements of NBC, supplemented by the following paragraphs.

.2 Install rough bucks, nailers and linings to rough openings as required to provide backing for frames and other work.

.3 Install wood cants, fascia backing, nailers, curbs and other wood supports as required and secure using galvanized steel fasteners.

.4 Install wood backing, dressed, tapered and recessed slightly below top surface of roof insulation for roof hopper.

.5 Install sleepers as indicated.

3.3 ERECTION

.1 Frame, anchor, fasten, tie and brace members to provide necessary strength and rigidity.

.2 Countersink bolts where necessary to provide clearance for other work.

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

1.2 INSPECTION

.1 Allow Consultant access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.

.2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Consultant's instructions, or law of Place of Work.

.3 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.

.4 Consultant will order part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction. If such Work is found in accordance with Contract Documents, the Owner shall pay cost of examination and replacement.

.5 All testing and inspection costs will be paid through the allowance.

1.3 INDEPENDENT INSPECTION AGENCIES

.1 Independent Inspection/Testing Agencies will be engaged in accordance with 012983 for purpose of inspecting and/or testing portions of Work.

.2 Provide equipment required for executing inspection and testing by appointed agencies.

.3 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.

.4 If defects are revealed during inspection and/or testing, the appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised by Consultant at no cost to Owner Pay costs for retesting and re-inspection.

.5 Inspectors shall be qualified to perform type of inspection required and shall meet basic requirements of ASTM E329 "Standard of Specification for Agencies engaged in the testing and or inspection of

materials used in construction."

.6 Concrete testing shall be performed by testing agency conforming to the requirements of CSA A283 "Qualification Code for Concrete Testing Laboratories."

1.4 STANDARDS

.1 Where initials of an organization are used, followed by number or combination of numerals and letters, this designates a standard produced by the organization. Conform to issue of standard so designated, as amended and revised to date of contract. When designation does not indicate particular edition of standard edition current at date of Contract shall apply.

.1 Contractor shall provide a copy of all standards indicated or required for the project in the Construction trailer and will provide copies to the Consultant upon request.

.2 Wherever a standard confers upon a person, a body politic or a body corporate the right to approve, to select, to exercise authority or to interpret the standard, and refers to that person, body politic or body corporate as the Authority having jurisdiction, the Authority, the Engineer, the Department, the Purchaser, the Contracting Officer or by some other such designation, the Architect shall have the right to exercise the powers of any such person, body politic, or body corporate.

.3 Where standards and manufacturer's instructions reduce the requirements of the Contract Documents, the Contract Documents shall govern.

.4 Where standards and manufacturer's instructions are in excess of the requirements of the Contract Documents, the Standards and manufacturers instruction shall govern.

1.5 ACCESS TO WORK

.1 Allow inspection/testing agencies access to Work, off site manufacturing and fabrication plants.

.2 Co-operate to provide reasonable facilities for such access.

1.6 PROCEDURES

.1 Notify appropriate agency and Consultant in advance of requirement for tests, in order that attendance arrangements can be made.

.2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in orderly sequence to not cause delays in Work.

.3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.

.4 Unless more restrictive/demanding requirements are specified in other sections, the following construction tolerances will be accepted:

.1 "plumb and level" 3mm in 3m (1/8" in 10')
.2 "square" 10 seconds more or less than 90 degrees
.3 "straight" 3mm (1/8") under a 3m (10') straight edge
.4 Tolerances shall not be cumulative

.5 Concrete – Inspect and test concrete as required by authorities. Certify that architectural concrete meets requirements of Contract Documents. Make and test trial mixes as necessary. Identify source of cement and aggregates, give aggregate grading and admixtures. Perform work of source quality control in accordance with procedures specified in CAN/CSA-A23. 1, 2, and 3 latest edition. Verify that ready-mix supplier is qualified to supply concrete in accordance with Contract Documents and has capacity to supply concrete as required.

.6 Cast in Place Concrete – An independent inspection and testing company will carry out inspection and testing as required under Requirements of Contract Documents Division 3, and by any authorities. Tests without limitation include:

- Concrete formwork and reinforcing, conduct field review to verify ties, reinforcement, shoring etc complies with design and authorities having jurisdiction
- Concrete Reinforcement, conduct mill tests – physical and chemical analysis of reinforcing steel supplied
- Obtaining certification of cement
- Tests of aggregate
- Tests for setting mixes of concrete and design of mix.
- Concrete cylinder test shall conform to CAN/CSA-A23. 1
- Air entrainment test and slump test made from same batch of concrete from which test cylinders are made
- Perform tests in accordance with CAN/CSA-A23.2
- Forward inspection and testing company's reports of all tests to Consultant and Contractor with opinion or reason for any abnormalities noted therein.
- Cooperate with and assist inspection and testing company's personnel during inspection and tests.
- Remove defective materials and completed work which fails tests and replace as directed by Consultant
- Where work or materials fail to meet strength requirements as indicated by test results, pay costs of additional inspection and testing required for new replacement work or materials
- Submit concrete cylinder test reports for compressive strength of concrete on form provided.

.7 Structural Steel – Conform to Requirements of Contract Documents. An independent inspection and testing company may be hired to carry out inspection and testing. Provide samples of materials, mill test reports and access to work being prepared in shop if required by inspection and testing company. Mill test reports shall be certified by metallurgists qualified to practice in Province of Ontario. Verify that fabrication conforms to CSA S16.1 and CISC Code of Standard Practice, except as specified otherwise, or otherwise indicated on Structural Drawings. Verify welding conforms to CSA W59-M standard is performed by fabricator and welders qualified for type of welding

required. Inspect surface preparation of surfaces to CISC/CPMA 2.75 and steel is cleaned to SSPC SP6 requirements prior to paint application.

1.7 REJECTED

.1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Consultant as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.

.2 Make good other Contractor's work damaged by such removals or replacements promptly.

.3 If in opinion of Consultant it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Consultant will deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which will be determined by the Consultant.

1.8 REPORTS

.1 Submit 2 copies of inspection and test reports to Consultant.

.2 Provide copies to the general contractor, subcontractor and manufacturer of work being inspected or tested.

1.9 TESTS AND MIX DESIGNS

.1 Furnish test results and mix designs as requested.

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS	.1	Section 03 20 00 - Concrete Reinforcing.
	.2	Section 03 30 00 - Cast-in-Place Concrete: Supply of concrete accessories for placement by this section.
1.2 SECTION INCLUDES	.1	Formwork for cast-in-place concrete, with shoring, bracing, anchorage and falsework.
	.2	Openings in forms for other work.
	.3	Form accessories.
	.4	Form stripping.
	.5	Water stops.
	.6	Reshoring of concrete slabs and beam
	.7	Shoring of composite steel beams
1.3 REFERENCES	.1	ACI 301-10 - Specifications for Structural Concrete for Buildings.
	.2	ASME A17.1/CSA-B44-2013 - Handbook on Safety Code for Elevators and Escalators.
	.3	CSA-S269.1-1975 (R2003) - Falsework for Construction Purposes.
	.4	CAN/CSA-S269.3-M92 (R2013) - Concrete Formwork.
	.5	CSA-A23.1-19/A23.2-19 - Concrete Materials and Methods of Concrete Construction/Test Methods and Standard Practices for Concrete.
	.6	CAN3 O86.1-14, Engineering Design in Wood (Limit States Design).
	.7	CAN3 O86.1S1-14, Supplement No. 1 to CAN3 O86.1 Engineering Design in Wood (Limit States Design).
	.8	CSA-O121-08 (R2013) - Douglas Fir Plywood.
	.9	CSA-O151-09 (R2014) - Canadian Softwood Plywood.
	.10	CSA-O153-13 - Poplar Plywood.
	.11	CSA-O437 Series-93 (R2011) - Standards on OSB and Waferboard.
1.4 DESIGN REQUIREMENTS	.1	Design, engineer and construct formwork, shoring and bracing to conform to requirements; resultant concrete to conform to required shape, line and dimension.
	.2	Conform to CSA-S269.1.

1.5 SHOP DRAWINGS

.1 Submit shop details and erection drawings in accordance with Section 013300 Submittals.

1.6 TOLERANCES

.1 Conform to CSA A23.1 clause 10, unless more stringent tolerances are specified for interfacing materials, in which case the more stringent tolerances apply.

1.7 ARCHITECTURAL CONCRETE

.1 Architectural concrete is concrete which will be permanently exposed to view in interior finished areas and on the exterior of the structure. This applies to walls, ceilings and other formed surfaces. Refer to architectural drawings.

.2 Ensure that exposed surfaces are dense, even, uniform in colour, texture and distribution of exposed aggregate. Ensure that exposed surfaces are free from defects such as honeycombing, voids, loss of fines, visible flow lines, cold joints, excessive bug holes, inadequate cover to reinforcement and incorrect tie holes, spacers, reglets, formwork joints or construction joints. Ensure that concrete members have sharp accurate definitions of corners, reglets, etc. and are free from chips and spalls. Failure to meet any of these requirements shall be cause for rejection at the discretion of the Consultant.

.3 Final appearance of architectural concrete is as important a factor as the engineering properties of the concrete and failure of the as-cast concrete to meet the required standard of appearance shall be cause for rejection at the discretion of the Consultant.

.4 Protect exposed surfaces during the construction period from damage, marking, staining and becoming coated with concrete leakage. Unless rejected, repair damage and remove marks and stains to the approval of the Consultant.

1.8 SAMPLES FOR ARCHITECTURAL CONCRETE

.1 Submit one sample for each type of the following items to be used for architectural concrete:

- Formwork
- Form tie and tie hole plug
- Material for sealing joints in formwork and between formwork and concrete.

.2 Construct mockup field sample wall panels and columns for each type of architectural concrete surface. Include construction joints to be used. Use the same materials and workmanship as will be employed for the actual Work. Include a repaired area for each sample. If a sample does not meet the standard of quality specified for the Work; construct additional samples until the required standard is achieved and accepted. The accepted samples shall be the minimum standard of quality for Work. Do not proceed until the Consultant accepts the samples.

PART 2 - PRODUCTS

2.1 MATERIALS

.1 Falsework materials: to CSA S269.1.

.2 Formwork materials: To CAN/CSA S269.3 and as follows:

.1 For concrete without special architectural features, use plywood and wood formwork materials to CSA O121 and CAN/CSA O141.

.2 For architectural concrete use high density overlay plywood to CSA O121. Not required if concrete is to be sandblasted.

.3 Circular forms for architectural concrete and no spiral pattern:
- Redline Poli-Permaform with poli-liner by Perma Tubes Ltd.
- Burke Smooth Tube with PVC liner by Aluma International

.4 Circular forms when not architectural concrete: spirally wound laminated fibre forms internally treated with release material.

.5 Square fibre forms:
-Sonotube Square Fibre Forms by Sonoco Ltd. With square fibreboard insert locked with polystyrene inside round Form ties.

.3 Form ties for concrete not designated architectural:
- Use removable or snap ties, fixed or adjustable length, free of devices leaving holes larger than 25 mm diameter in concrete surface.

.4 Form ties for architectural concrete:
- Use galvanized ties complete with temporary plastic cones and permanent light grey concrete plugs recessed 6 mm.

.5 Form ties general:

.1 Form ties to be metal designed to act as ties and spreaders and having a minimum working strength of 13 kN (3000 pounds).

.2 Snap ties to snap cleanly at least 25 mm from concrete surface without damage to the concrete.

.3 Cone ties to be internal disconnecting type which snap cleanly at least 38 mm from concrete surface without damage to the concrete.

.6 Form liner:

.1 High density overlay plywood to CSA O121 or other special materials to achieve the required concrete finish.

.7 Form release agent: chemically active release agents containing compounds that react with free lime present in concrete resulting in water insoluble soaps.

.8 Grooves, reglets and chamfers: White pine selected for straightness and accurately dressed to size.

.9 Form stripping agent: colourless mineral oil, free of kerosene.

PART 3 - EXECUTION

3.1 CONSTRUCTION REVIEW

.1 Review of construction by Consultant is to ascertain general conformity with contract documents. It does not relieve the Contractor of his contractual responsibilities. The review is based on representative samples of the work and does not relieve the Contractor from carrying out his own quality control and making the work in conformity with the drawings and specifications.

.2 Construction reviews are undertaken by the Consultant and the Inspection and Testing Agency so that the Owner may be informed in writing as to the quality of the Contractor's performance and for the protection of the Owner. They will be carried out by examination of representative samples of the Work.

.3 The Contractor will receive copies of the construction review reports and the results of material tests. He will thereby be informed of any defects or deficiencies found.

.4 Bring to the attention of the Consultant, any defects or deficiencies in the Work, which may occur during construction together with a proposal for remedy. The Consultant will decide what corrective action may be taken and will issue the necessary instructions.

3.2 ERECTION AND FABRICATION

.1 Conform to CSA A23.1

.2 Fabricate and erect falsework in accordance with CSA S269.1. Do not place falsework and reshores on frozen ground.

.3 Fabricate and erect formwork in accordance with CAN/CSA-S269.3 to produce finished concrete conforming to shape, dimensions, locations and levels indicated within required tolerances.

.4 Make formwork tight and flush faced to prevent the leakage of concrete and the creation of unspecified fins or panel outlines.

.5 Form sides of footings unless otherwise noted on the Structural Drawings.

.6 See drawings for any camber required in hardened concrete. Measure cambers relative to member supports.

.7 Obtain Consultant's approval for formed openings not indicated on

Structural Drawings.

.8 Build in anchors, sleeves and other inserts required to accommodate Work specified in other sections. Assure that all anchors and inserts will not protrude beyond surfaces designated to receive applied finishes, including painting.

.9 Clean forms before placing concrete.

.10 Provide water stops and keys around temporary openings in basement.

.11 Do not permit loads from formwork to be transmitted to adjacent existing structure.

.12 Apply a form coating and release agent uniformly to the contact surface of formwork panels before reuse.

.13 Verify lines, levels and column centers before proceeding with formwork and ensure dimensions agree with drawings

.14 Obtain Consultant's approval for use of earth forms.

.15 Hand trim sides and bottoms and remove loose earth from earth forms before placing concrete.

.16 Construct forms to produce finished concrete conforming to shape, dimensions, locations and levels indicated within tolerances required by CAN/CSA A23.1.

.17 Use 25 mm chamfer strips on external corners of beams, joints and columns.

.18 Form chases, slots, openings, drips, recesses, expansion and control joints as indicated.

.19 Construction joints:

.1 Provide construction joints where specified or shown on the drawings. Locate and make other joints so as not to impair the required strength of the structure. Joints are subject to the review of the Consultant.

.2 Locate construction joints near middle of spans of slabs, beams and girders unless a beam intersects a girder at this point. In that case offset the girder joint twice the beam width and provide additional shear reinforcement to the acceptance of the Consultant.

.3 Slabs on steel deck on composite steel beams: Locate construction joints parallel to purlins at middle of span of slabs and so that joints cross over girders near their supports. Locate construction joints parallel to girders at 1200 mm from centre line of girders and so that these girders are not included in the earlier pour.

.4 Walls and grade beams: Provide vertical construction joints in walls at 30 m maximum. For grade beams, construction joints are to be at quarter point of beam span. Grade beam construction joint to have roughened surface of 5 mm amplitude either made mechanically after the pour or cast-in with the pour. Submit method of roughening to the joint surface to the consultant.

.5 Slabs: Provide construction joints in slabs at 30 m maximum in both directions.

.20 PVC Waterstops:

.1 Install waterstops in all expansion, construction and control joints in exterior walls, basement walls, retaining walls, slabs supporting earth, and other locations shown. Locate construction joints with waterstops at least 300 mm away from corners and wall intersections.

.2 Heat splice all sections of waterstops for continuity over the full length of runs. Use prefabricated splice sections where two runs intersect.

.3 Securely wire waterstops to reinforcing bars at 1 m maximum centres to keep them in alignment when concrete is placed.

.21 Bentonite Waterstops:

.1 Install bentonite waterstops in all construction joints in exterior walls, basement walls, retaining walls, slabs supporting earth, and other locations shown. Use PVC waterstops at expansion joints.

.2 Locate bentonite waterstops 75 mm from outside face of concrete to avoid spalling of concrete due to swelling pressure of bentonite.

.3 Butt strips together. Do not overlap.

.4 Fasten to concrete at 600 mm maximum.

.22 Re use of formwork and falsework subject to requirements of CAN/CSA A23.1.

.23 Use internal form ties.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS .1 Cast-in-Place Concrete Section 033000

1.2 REFERENCES .1 American Concrete Institute (ACI)

- .1 ACI 315R-80, Manual of Engineering and Placing Drawings for Reinforced Concrete Structure.
- .2 American National Standards Institute/American Concrete Institute (ANSI/ACI).
- .3 ANSI/ACI 315-80, Details and Detailing of Concrete Reinforcement.

.2 Canadian Standards Association (CSA)

- .2 CAN/CSA-A23.1-19, Concrete Materials and Methods of Concrete Construction.
- .3 CAN3-A23.3-19, Design of Concrete Structures for Buildings.
- .4 CAN/CSA-G30.18 (R2007), Billet-Steel Bars for Concrete Reinforcement.
- .5 CAN/CSA-G40.21-13, Structural Quality Steels.
- .6 CSA W186-M1990 (R2007), Welding of Reinforcing Bars in Reinforced Concrete Construction.
- .7 Reinforcing Steel Institute of Canada, Manual of Standard Practices.

1.3 SHOP DRAWINGS .1 Submit shop drawings including placing of reinforcement in accordance with Section 013300.

.2 Indicate on shop drawings, bar bending details, lists, quantities of reinforcement, sizes, spacings, locations of reinforcement and mechanical splices if approved by Consultant, with identifying code marks to permit correct placement without reference to structural drawings. Prepare reinforcement drawings in accordance with Reinforcing Steel Manual of Standard Practice – by Reinforcing Steel Institute of Canada.

.3 Detail lap lengths and bar development lengths to CAN3-A23.3, unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MATERIALS .1 Substitute different size bars only if permitted in writing by Consultant.

.2 Reinforcing steel: billet steel, grade 400, deformed bars to CAN/CSA-G30.18, unless indicated otherwise.

.3 Mechanical splices: subject to approval of Engineer.

2.2 FABRICATION

.1 Fabricate reinforcing steel in accordance with CAN/CSA-A23.1, ANSI/ACI 315 and Reinforcing Steel Manual of Standard Practice by the Reinforcing Steel Institute of Canada.

.2 Obtain Consultant's approval for locations of reinforcement splices other than those shown on placing drawings.

.3 Ship bundles of bar reinforcement, clearly identified in accordance with bar bending details and lists.

PART 3 - EXECUTION

3.1 FIELD BENDING

.1 Do not field bend or field weld reinforcement except where indicated or authorized by Consultant.

.2 When field bending is authorized, bend without heat, applying a slow and steady pressure.

.3 Replace bars that develop cracks or splits.

3.2 PLACING REINFORCEMENT

.1 Place reinforcing steel as indicated on reviewed placing drawings and in accordance with CAN/CSA-A23.1

.2 Prior to placing concrete, obtain Inspection and Testing Company's approval of reinforcing material and placement.

.3 Ensure cover to reinforcement is maintained during concrete pour.

END OF SECTION

July 17, 2015

Mr. Nicholas Apostle
Commissioner, Community Services
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

Sent via email: n.apostle@cityssm.on.ca

Dear Sir

Project No: **15-PE0069**
Regarding: **Pre-Construction Designated Substance and Hazardous Materials Survey - Memorial Tower (Essar Centre), Sault Ste. Marie, Ontario**

Pario Engineering and Environmental Sciences. (Pario) was commissioned by the Corporation of the City of Sault Ste. Marie Community Services Department (Client) to complete a pre-construction designated substance and hazardous materials survey (DS&HMS) in support of the future renovation of the Memorial Tower located at the Essar Centre, 269 Queen Street East, Sault Ste. Marie, Ontario (the 'Site').. Refer to **Figure 1** for Site Location.

Refer to **Appendix A** for Pario's Methodology.

Site Description

The Site consists of a six storey poured concrete tower. The exact date of construction is unknown however it was estimated that the tower was constructed in the late 1940s to early 1950s. Spalling plaster on the walls and ceiling of the lower portion of the tower resulted in limited access to only the lower portion of the tower.

At this time it our understanding that only the cupula is scheduled for renovation. On July 14, 2015, Pario completed a survey of the entire structure. The following description of the structure relates only to those portions of the site and structures that were available for direct observation at the time of inspection.

Building Component	Description
Exterior Cladding	Painted poured concrete
Foundation	Poured concrete
HVAC	None
Roof	Glass
Flooring	Terrazzo
Interior walls	Terrazzo, plaster and unfinished concrete
Ceilings	Glass and plaster

Scope of Work

In order to satisfy the objectives for the management, transportation and disposal of designated substances associated with the demolition of structures located at the Site, the scope of work included:

1) A survey of building infrastructure (accessible areas) to identify and quantify potential ACM. The survey was intrusive in nature; however, it was limited to accessible areas including wall and ceiling cavities.

2) Collection of samples of suspected ACM and submission to an accredited laboratory for analysis.

3) A limited intrusive inspection of coating materials to identify suspect lead paint materials. Suspected lead-based paint samples were collected and relinquished to an accredited laboratory for analyses.

4) A survey of accessible areas of buildings and properties to identify and quantify devices that have the potential to contain ODSs.

5) A report summarizing the DS&HMS, identifying substances and/or materials to be managed to protect occupants and contractor personnel conducting demolitions.

Asbestos Containing Materials

On June 15, 2015, Pario completed the survey and identified numerous building materials suspected of containing asbestos fibres. In total, five sets of potentially ACM samples were collected and forwarded to EMC Scientific (EMC) for analysis. The following tables summarize the non-friable and friable building materials that were classified as ACM or non-ACM, with greater or less than 0.5% chrysotile asbestos;

Potential Non-Friable ACM	Material Present	Sample Set ID	Where	Positive ACM?	Description / Comments
Asbestos Cement Products	No	-	-	-	-
Sheet Vinyl Flooring	No	-	-	-	-
Sheet Vinyl Flooring Mastic	No	-	-	-	-
Vinyl Floor Tiles	No	-	-	-	-
Vinyl Floor Tiles Mastic	No	-	-	-	-
Drywall Joint Compound	No	-	-	-	-
Caulking	Yes	S-001	Windows	No	-
		S-004	Exterior	**Yes**	Grey and black
Roofing Shingle or membrane	Yes	S-002	Roof	No	-
Roofing Bitumen	No	-	-	-	-
Asphalt Impregnated Papers/Boards	No	-	-	-	-

Potential Friable ACM	Present	Sample Set ID	Where	Positive ACM?	Description / Comments
Plaster	Yes	S-003	Throughout	No	-All three layers tested
Duct Insulation	No	-	-	-	-
Duct Insulation Board	No	-	-	-	-
Textured Finish Materials	No	-	-	-	-
Acoustic Ceiling Tile	No	-	-	-	-
Vermiculite Insulation	No	-	-	-	-
Pipe Insulation Straights	No	-	-	-	-
Pipe Insulation Joints	No	-	-	-	-

Refer to **Figure 2** for Building Plan Showing Location of Potential ACMs and Lead Paint. Refer to **Appendix B** for EMC Scientific Certificate of Analysis.

Lead Containing Materials

Older painted surfaces with a glossy finish, typically indicative of lead-based paint were observed throughout the Site. A total of three paint sample were collected from surfaces of the structures that appeared old and glossy, and analysed to determine the concentration of lead. AGAT Analytical reports for all samples are provided in **Appendix B**.

The US EPA definition of lead-based paints is *"in order for it to be considered lead-based paint, the paint must have greater than or equal to 0.5% (which is the same as 5,000 µg/g or 5,000 mg/kg or 5,000 ppm) lead"*[1]. The Ontario Ministry of Labour (MOL) does not have a lower limit for lead paint concentrations for which precautions must be considered and does not recognize the U.S. Environmental Protection Agency (EPA) limits (greater than 0.5%) for lead for this purpose. All paints containing lead at a concentration greater than the RDL (Reliable Detection Limit) will be considered in this report. B*ased on IATL's* analytical report for the submitted samples the beige interior paint from the first floor kitchen area is considered lead containing; therefore the historic use of lead paint at the Site has been confirmed. Refer to **Figure 2** for Building Plan Showing Location of Potential ACMs and Lead Paint. Refer to the Table below for a summary of lead paint samples and results.

Sample ID	Room Name/Location	Colour	Test Result (%)
LP-001	Exterior of cupula and wood door/door frame	White	0.021
LP-002	Interior plaster finish (lower tower)	White/Green	0.011
LP-003	Exterior tower finish	Grey	0.001

The first cast iron pipes, used about 550 years ago were made with flanged joints, using lead or leather gaskets. The bell and spigot joint, which was assembled by caulking yarn or braided hemp into the base of the annular bell cavity and then pouring molten lead into the remaining space inside the bell, was developed in 1785 and extensively used until the late 1950s. The roll-on joint was developed in 1937 and was used for roughly 20 years before its

[1] *US EPA Document "Testing your home for Lead, paint, dust and soil", EPA 747-K-00-001, July 2000*

manufacture was discontinued. Since sampling the material was not possible, the cast iron pipe joints and fittings should be managed as potentially containing lead.

Lead is also considered to be present throughout the Site in the following locations:

- Wiring connectors, grounding conductors and solder throughout the building.
- Lead wool or lead caulking is present in bell and spigot fittings on cast iron pipes throughout the building.

Other Designated Substances and Potentially Hazardous Containing Building Materials

On July 14, 2015, Pario also completed and inspection and survey in order to identify building materials that contained or suspected of containing other designated substances and potentially other building materials or substances that may pose a hazard. . The following tables summarize the results of Pario's inspection and survey;

Material	Potential Sources	Present	Where	Description / Comments
Polychlorinated Biphenyls (PCBs)	Transformers	None identified	-	-
	Fluorescent Light Ballasts	None identified	-	-
Mercury	Thermostats	None identified	-	-
	Fluorescent Lamps	None identified	-	-
	Switches	None identified	-	-
Arsenic	Found in pigments, animal poisons, insecticides, paints, wallpaper, ceramics and poisonous gases manufactured for military purposes	None identified	-	-
Acrylonitrile	Production of chemicals and plastics	None identified	-	-
Isocyanates	Production of polyurethanes, and widely used for the manufacturing of flexible/rigid foams, fibres, elastomers, and coatings such as paints and varnishes	None identified	-	-
Vinyl Chloride	Production of polyvinyl chloride (PVC) or gas emissions in wastewater	None identified	-	-
Ethylene Oxide	Manufacturing of textiles, detergents, polyurethane foams, antifreeze, solvents, medicinal products, adhesives, and is used as a fumigant in agricultural products, and sterilizing agents	None identified	-	-
Coke Oven Emissions	Manufacturing of iron and steel	None identified	ye-	-
Benzene	Production of other chemicals used in the manufacturing of plastics, resins, nylon, synthetic fibres, rubbers, dyes, detergents, drugs and pesticides. Petroleum products	None identified	-	-
Silica	Masonry, mortar, concrete, bricks, stones, granites and aggregates	Yes	Throughout-	Concrete construction
Ozone depleting substances (ODS)	Refrigerators, freezers, air conditioners, dehumidifiers, coolers	None identified	-	-
Urea Formaldehyde Foam Insulation (UFFI)	Installed in commercial and industrial facilities as sound insulation or an air sealant	None identified	-	-

Material	Potential Sources	Present	Where	Description / Comments
Radioactive Materials	Naturally Occurring Radioactive Materials (NORMs), smoke detectors, medical devices	None identified	-	-
Fecal Waste	Human or pest derive feces	None identified	-	-
Biological Waste	Drug use injection needles	None identified	-	-

Unidentified Substances, or Other Chemicals, Substances or Hazardous Materials of Concern

Due to the condition and use of the Site it is likely that additional chemicals are present but not readily visible or accessible.

Recommendations for the Removal, Management and Disposal of Designated Substances

Material	Identified Sources	Recommendation
Asbestos	• Asbestos exterior caulking materials	Non-friable ACMs have been identified at the Site. Management of ACMs must be completed in accordance with O. Reg. 278/05 and O. Reg. 347, as amended. Additional guidance is available in the following documents provided by the Ministry of the Environment: • Guideline C-6 for the Handling, Transportation and Disposal of Asbestos Waste in Bulk • Guideline C-10 for Removal Procedures at Site Containing Substantial Quantities of Asbestos Waste
Lead Paint	• None; however, potentially present	Removal of building materials confirmed or assumed to contain lead (i.e. solder, wiring connections, copper pipes, cast iron piping, paint, etc.) should be completed in accordance with the Ministry of Labour document "Guideline – Lead on Construction Projects" (September 2004). Waste materials which exceed the Leachate Quality Criteria for lead of 5 ppm, as established using the Toxicity Characteristic Leaching Procedure (TCLP) per O. Reg. 347 (as amended) are considered lead hazardous wastes and must be transported and disposed of at a licensed facility. Materials containing solid lead, such as lead/oakum gaskets within cast iron sanitary sewer pipes, wheel weights and fishing sinkers must be separated and disposed of at a lead or metal foundry, or a metals recycler. Lead is listed in the "Transportation of Dangerous Goods Act"; therefore, specific protocols are required for the transportation of materials containing lead
Silica	Masonry, mortar, concrete, bricks, stones, granites and aggregates	Samples of building materials were not relinquished for silica analysis. Bricks, mortars, plaster, stone and sandstone foundations, and concrete products are likely to contain silica, since silicon dioxide is the basic component of sand, sandstone, slate, flint, quartz and granite rock. The Waste Diversion Act, O. Reg. 102/94, specifies that materials containing silica or that have the potential of containing silica should not be disposed at a landfill. Exposure to fine dust containing airborne silica becomes a health issue when inhaled. Engineering control, such as wetting materials during demolition/construction activities should be used in order to limit the accumulation of dust. O. Reg. 490/09 and the Ministry of Labour document "Guideline – Silica on Construction Projects" (September 2004), should be referred to when demolishing materials that may contain silica

The following conclusions are presented:

Pario understands that the six storey memorial tower located at the Site is scheduled to be renovated. On July 14, 2015, Pario completed a survey of the structure, and based on Pario's DS&HMS, the following designated substances and potentially hazardous materials were identified within the Site:

- Grey and black exterior caulking materials, contain 1% Chrysotile asbestos.
- Masonry, mortar, plaster finishes and concrete materials used for foundations, slabs on grade, and walkways have the potential of containing silica.

Pario would be pleased to provide engineering support and/or inspection services during the removal of designated substances and hazardous materials, if requested or required. Should you have questions, concerns or wish to discuss, please contact the undersigned at your convenience.

Sincerely,
Pario Engineering and Environmental Sciences



Report Prepared By:

Tyler Moody, A.Sc.T.
Project Manager
tyler.moody@pariosciences.ca



Report Reviewed By:

Colin Liddiard, CET, EP
Senior Environmental Consultant
colin.liddiard@pariosciences.ca

Enclosures

LIST OF FIGURES

Figure 1: Showing Site Location
Figure 2. Building Plan Showing Location of Potential ACMs and Lead Paint

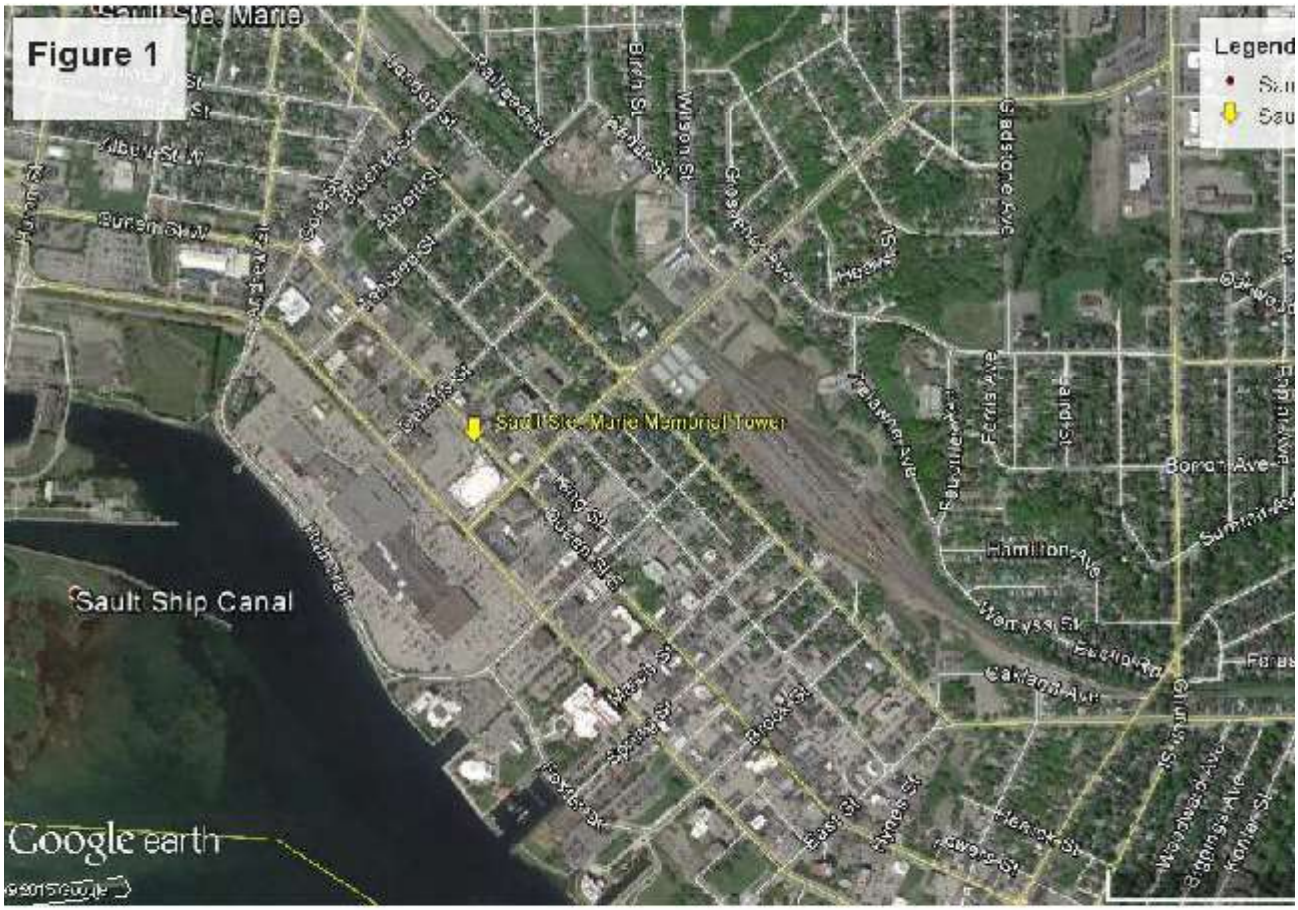
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Appendix A. Pario's Methodology
Appendix B. EMC Scientific and AGAT Certificate of Analysis

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Figure 1: Showing Site Location

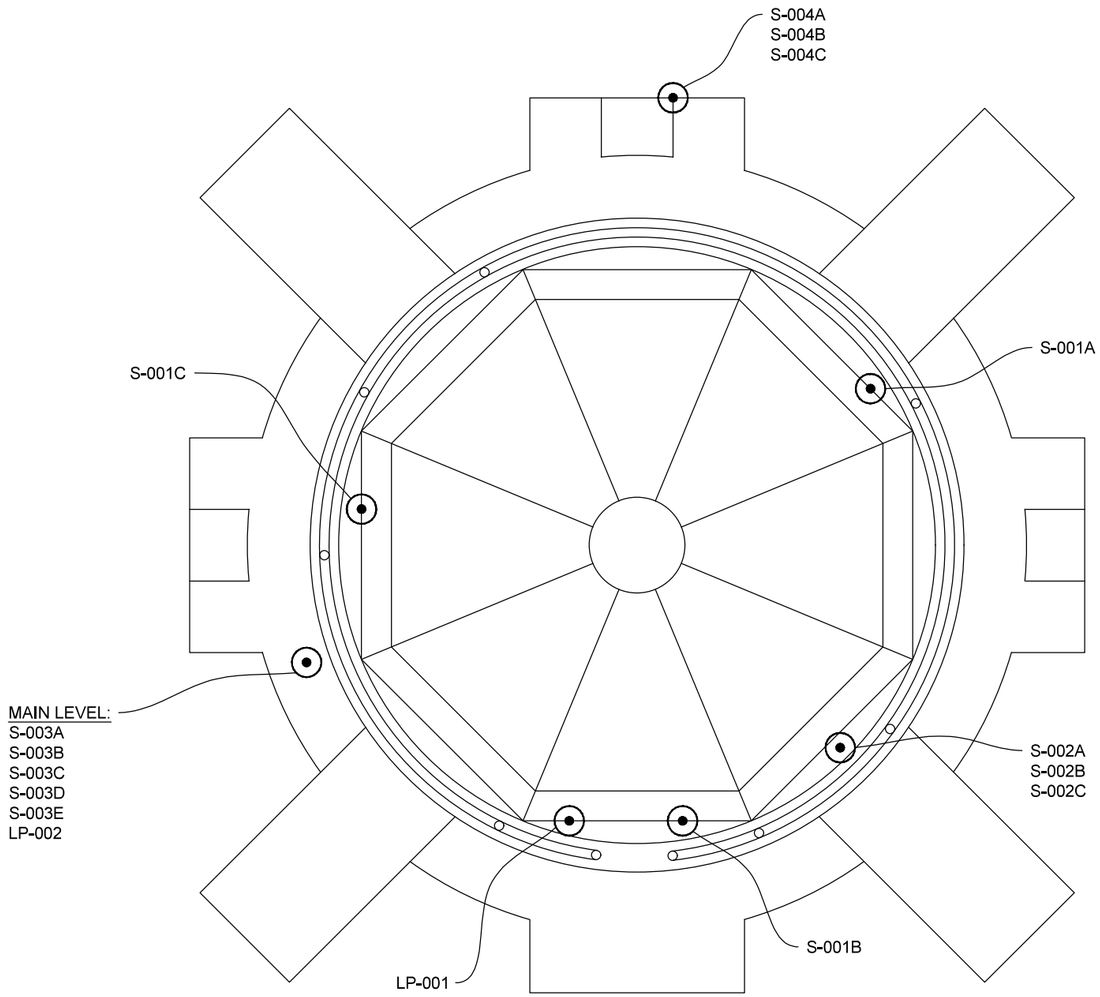
Figure 2: Building Plan Showing Location of Potential ACMs and Lead Paint



Scale: NTS
Source: Google Maps

Figure 1
Site Location

N



LEGEND:

⊙ - SAMPLE LOCATION

SCALE:

0 0.5 1 1.5 2

METRES

NOTE:

ALL SAMPLE LOCATIONS NOTED REPRESENT THE GENERAL AREA SAMPLED

pario ENGINEERING & ENVIRONMENTAL SCIENCES

Head office:
553 Basaltic Road, Unit B, Concord, Ontario ● L4K 4W8 ● PARIOSCIENCES.CA
Telephone: 905.857.7979 ● Toll free: 1.888.762.4667 ● Facsimile: 905.857.9196

DRAWING TITLE:	SITE PLAN SHOWING SAMPLING DETAILS
INSURED:	CORP OF CITY OF SAULT STE. MARIE
LOCATION:	MEMORIAL TOWER (ESSAR CENTRE) SAULT STE. MARIE, ONTARIO
DATE OF LOSS:	TBA
DATE:	JULY 15, 2015
DRAWN BY:	RPL
SCALE:	AS SHOWN
FILE No.:	15-PE0069
DRAWING No.:	FIG. 2

DRAWINGS REMAIN THE PROPERTY OF PARIO ENGINEERING & ENVIRONMENTAL SCIENCES

Appendix A

Pario's Methodology

METHODOLOGY

Pario's objective of providing DS&HMS services is to provide an expert evaluation to identify and summarize substances that require removal and/or management prior to demolishing or renovation of structures. The DS&HMS generally include the collection of building material samples suspected of containing asbestos fibres and paint samples to determine the presence or absence of lead. Furthermore, structures are investigated for the potential presence of designated substances as defined by Ontario Regulation 490/09 (O. Reg. 490/09) including:

- Acrylonitrile
- Ethylene Oxide
- Arsenic
- Lead
- Benzene
- Silica
- Asbestos
- Mercury
- Isocyanates
- Coke Oven Emissions
- Vinyl Chloride

The following potentially hazardous materials are also investigated:

- Fecal Waste
- Polychlorinated Biphenyls (PCBs)
- Mould
- Ozone Depleting Substances (ODS)
- Urea Formaldehyde Foam Insulation (UFFI)
- Naturally Occurring Radioactive Materials (NORMs)

The DS&HMS is completed to address the following applicable regulatory requirements and guidelines for the management of designated substances and hazardous materials;

- Ontario Occupational Health & Safety Act – R.S.O. 1990, as amended, including
  - Designated Substances – Ontario Regulation 490/09, as amended
  - Designated Substances – Asbestos on Construction Projects and in Buildings and Repair Operations – Ontario Regulation 278/05
- Ontario Environmental Protection Act – R.S.O. 1990, as amended, including
  - General – Waste Management R.R.O. 1990, Ontario Regulation 347, as amended
  - Ozone Depleting Substances and Other Halocarbons – Ontario Regulation 463/10, as amended
  - Waste Management – PCBs, Regulation 362, as amended
- Technical Standards and Safety Authority (TSSA)
  - Fuel Oil – Ontario Regulation 213/01
  - Liquid Fuels – Ontario Regulation 217/01
- Ministry of Labour Guidelines *"Lead on Construction Projects"*, dated September 2004
- Ministry of Labour Guidelines *"Silica on Construction Projects"*, dated September 2004
- Environment Canada Document *"PCB Identification of Lamp Ballasts Containing PCBs"* dated August 1991
- Canadian Construction Association (CCA), Standard Construction Document 82-2004, "*Mould Guidelines for the Canadian Construction Industry"*, 2004
- Environmental Abatement Council of Ontario *"Mould Abatement Guidelines"*, 2nd Edition, 2010

The review of on Site structures is generally intrusive in nature to document the general composition of building materials. Because of the scheduled demolition or renovation of the structures, sampled areas are not restored and

an assessment of the condition and accessibility of the materials as required by an asbestos management plan, is not completed.

An intrusive investigation means that holes are generally advanced into the exterior walls for localized inspections to identify hidden building materials. ACM surveys generally include the assumption, accepted as industry standard practice that various building materials are known to contain asbestos fibres, and are not sampled if they cannot be accessed and sampled safely.

Bulk samples are collected from building materials suspected to contain asbestos fibres. Sufficient sample are collected for laboratory analytical requirements, which may include multi-layered building materials (plaster on plaster), for which each layer is then analysed separately. The laboratory is instructed to discontinue analysis (stop-positive) on subsequent samples in the same series when asbestos was identified in one of the samples from the same set.

Sampling and analysis of suspect ACMs is completed in accordance with Ontario Regulation 278/05, U.S. Environmental Protection Agency Test Method EPA/600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials, June 1993.

Surfaces considered suspect of being coated with old paint are inspected and then random samples of old/glossy paints are collected for lead analysis. Analysis are completed in accordance with ASTM D3335 - 85a (2009) "Standard Test Method for Low Concentrations of Lead, Cadmium, and Cobalt in Paint by Atomic Absorption Spectroscopy"

Pario reviews the Site structures to visually identify and quantify designated substances including mercury and PCBs. Devices that may contain ODSs, or being potentially radioactive, are generally quantified and building materials suspect of containing UFFI, silica or that appeared to support mould or bacteria growth are documented and reported. The following Designated Substances typically are not found in building materials and if present are in a composition that is not considered hazardous:

- Benzene
- Coke oven emissions
- Ethylene oxide
- Isocyanates
- Vinyl chloride

In addition, devices that may contain ozone depleting substances (ODSs), or being potentially radioactive, are quantified and building materials suspect of containing UFFI, silica or that appeared to support mould or bacteria growth are documented and reported.

Appendix B

EMC Scientific and AGAT Certificate of Analysis

emcscientific INCORPORATED

Laboratory Analysis Report

To:

Tyler Moody
Pario Engineering & Environmental Sciences
1004 Queen Street East
Sault Ste. Marie, Ontario
P6A 2C6

EMC LAB REPORT NUMBER: A19981
Job/Project Name: Memorial Tower DSS
Analysis Method: Polarized Light Microscopy – EPA 600
Date Received: Jul 15/15 **Date Analyzed:** Jul 15/15
Analyst: Chloe Hsu, *Analyst*
Reviewed By: Banu Gurgen-Keough, *Laboratory Manager*

Job No: 15-PE0069
Number of Samples: 14
Date Reported: Jul 15/15

Client's Sample ID	Lab Sample No.	Description/Location	Sample Appearance	SAMPLE COMPONENTS (%)			
				Asbestos Fibres		Non-asbestos Fibres	Non-fibrous Material
S-001A	A19981-1	Window caulking	Dark brown, caulking	ND		3	97
S-001B	A19981-2	Window caulking	Dark brown, caulking	ND		3	97
S-001C	A19981-3	Window caulking	Dark brown, caulking	ND		3	97
S-002A	A19981-4	Roofing	Black, tar material with fibres	ND		40	60
S-002B	A19981-5	Roofing	Black, tar material with fibres	ND		40	60
S-002C	A19981-6	Roofing	Black, tar material with fibres	ND		40	60
S-003A	A19981-7	Plaster	2 Phases: a) Grey, plaster b) White, plaster	 ND ND		<0.5	 100 100
S-003B	A19981-8	Plaster	2 Phases: a) Grey, plaster b) White, plaster	 ND ND		<0.5	 100 100
S-003C	A19981-9	Plaster	3 Phases: a) Grey, plaster b) White, plaster c) White, cementitious material	 ND ND ND		0.5	 99.5 100 100

emcscientific INCORPORATED

Laboratory Analysis Report

EMC LAB REPORT NUMBER: A19981
Client's Job/Project Name/No.: 15-PE0069
Analyst: Chloe Hsu, *Analyst*

Client's Sample ID	Lab Sample No.	Description/Location	Sample Appearance	SAMPLE COMPONENTS (%)			
				Asbestos Fibres		Non-asbestos Fibres	Non-fibrous Material
S-003D	A19981-10	Plaster	3 Phases: a) Grey, plaster b) White, plaster c) White, cementitious material	 ND ND ND		<0.5	 100 100 100
S-003E	A19981-11	Plaster	3 Phases: a) Grey, plaster b) White, plaster c) White, cementitious material	 ND ND ND		<0.5	 100 100 100
S-004A	A19981-12	Caulking exterior	Grey and black, caulking	**Chrysotile**	**1**		99
S-004B	A19981-13	Caulking exterior	NA				
S-004C	A19981-14	Caulking exterior	NA				

Note:
1. Bulk samples are analyzed using Polarized Light Microscopy (PLM) and dispersion staining techniques. The analytical procedures are in accordance with EPA 600/R-93/116 method.
2. The results are only related to the samples analyzed. **ND** = None Detected (no asbestos fibres were observed), **NA** = Not Analyzed (analysis stopped due to a previous positive result).
3. This report may not be reproduced, except in full without the written approval of EMC Scientific Inc. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.
4. The Ontario Regulatory Threshold for asbestos is 0.5%. The limit of quantification (LOQ) is 0.5%.

AGAT Laboratories

5835 COOPERS AVENUE
MISSISSAUGA, ONTARIO
CANADA L4Z 1Y2
TEL (905)712-5100
FAX (905)712-5122
http://www.agatlabs.com

CLIENT NAME: PARIO ENGINEERING
1004 QUEEN ST. EAST
SAULT STE MARIE, ON P6A2C6
(705) 257-9600

ATTENTION TO: TYLER MOODY

PROJECT: 15-pe-0069

AGAT WORK ORDER: 15T995877

OCCUPATIONAL HYGIENE REVIEWED BY: Mike Muneswar, BSc (Chem), Senior Inorganic Analyst

DATE REPORTED: Jul 16, 2015

PAGES (INCLUDING COVER): 5

VERSION*: 1

Should you require any information regarding this analysis please contact your client services representative at (905) 712-5100

*NOTES

All samples will be disposed of within 30 days following analysis. Please contact the lab if you require additional sample storage time.

Member of: Association of Professional Engineers, Geologists and Geophysicists of Alberta (APEGGA)
Western Enviro-Agricultural Laboratory Association (WEALA)
Environmental Services Association of Alberta (ESAA)

AGAT Laboratories is accredited to ISO/IEC 17025 by the Canadian Association for Laboratory Accreditation Inc. (CALA) and/or Standards Council of Canada (SCC) for specific tests listed on the scope of accreditation. AGAT Laboratories (Mississauga) is also accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) for specific drinking water tests. Accreditations are location and parameter specific. A complete listing of parameters for each location is available from www.cala.ca and/or www.scc.ca. The tests in this report may not necessarily be included in the scope of accreditation.

Results relate only to the items tested and to all the items tested
All reportable information as specified by ISO 17025:2005 is available from AGAT Laboratories upon request

AGAT Laboratories

5835 COOPERS AVENUE
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TEL (905)712-5100
FAX (905)712-5122
http://www.agatlabs.com

Certificate of Analysis

AGAT WORK ORDER: 15T995877

PROJECT: 15-pe-0069

CLIENT NAME: PARIO ENGINEERING

ATTENTION TO: TYLER MOODY

SAMPLING SITE:

SAMPLED BY:Tyler Moody

Lead in Paint by ICP/OES - µg/g

DATE RECEIVED: 2015-07-15

DATE REPORTED: 2015-07-16

		SAMPLE DESCRIPTION:		LP-001	LP-002	LP-003
		SAMPLE TYPE:		Paint	Paint	Paint
		DATE SAMPLED:		7/14/2015	7/14/2015	7/14/2015
Parameter	Unit	G / S	RDL	6741682	6741683	6741684
Lead	µg/g		10	210	110	10

Comments: RDL - Reported Detection Limit; G / S - Guideline / Standard

Certified By:

Results relate only to the items tested and to all the items tested

AGAT Laboratories
5835 COOPERS AVENUE
MISSISSAUGA, ONTARIO
CANADA L4Z 1Y2
TEL (905)712-5100
FAX (905)712-5122
http://www.agatlabs.com

Quality Assurance

CLIENT NAME: PARIO ENGINEERING
AGAT WORK ORDER: 15T995877
PROJECT: 15-pe-0069
ATTENTION TO: TYLER MOODY
SAMPLING SITE:
SAMPLED BY:Tyler Moody

Occupational Hygiene Analysis

RPT Date: Jul 16, 2015			DUPLICATE				REFERENCE MATERIAL			METHOD BLANK SPIKE			MATRIX SPIKE		
PARAMETER	Batch	Sample Id	Dup #1	Dup #2	RPD	Method Blank	Measured Value	Acceptable Limits		Recovery	Acceptable Limits		Recovery	Acceptable Limits	
								Lower	Upper		Lower	Upper		Lower	Upper
Lead in Paint by ICP/OES - µg/g															
Lead	6741683	6741683	110	110	0.0%	< 10	85%	80%	120%	105%	80%	120%	106%	70%	130%

Certified By:

AGAT Laboratories is accredited to ISO/IEC 17025 by the Canadian Association for Laboratory Accreditation Inc. (CALA) and/or Standards Council of Canada (SCC) for specific tests listed on the scope of accreditation. AGAT Laboratories (Mississauga) is also accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) for specific drinking water tests. Accreditations are location and parameter specific. A complete listing of parameters for each location is available from www.cala.ca and/or www.scc.ca. The tests in this report may not necessarily be included in the scope of accreditation.

Results relate only to the items tested and to all the items tested

AGAT Laboratories

5835 COOPERS AVENUE
MISSISSAUGA, ONTARIO
CANADA L4Z 1Y2
TEL (905)712-5100
FAX (905)712-5122
http://www.agatlabs.com

Method Summary

CLIENT NAME: PARIO ENGINEERING

AGAT WORK ORDER: 15T995877

PROJECT: 15-pe-0069

ATTENTION TO: TYLER MOODY

SAMPLING SITE:

SAMPLED BY:Tyler Moody

PARAMETER	AGAT S.O.P	LITERATURE REFERENCE	ANALYTICAL TECHNIQUE
Occupational Hygiene Analysis			
Lead	MET-93-6106	EPA SW 846 3050B & 6010C	ICP/OES

Results relate only to the items tested and to all the items tested

AGAT Laboratories
5835 Coopers Avenue
Mississauga, Ontario L4Z 1Y2
Ph: 905.712.5100 Fax: 905.712.5122
www.agatlabs.com webearth.agatlabs.com

Laboratory Use Only
Work Order #: 1ST995877
Cooler Quantity:
Arrival Temperatures:
Custody Seal Intact: ☐Yes ☐No ☐N/A
Notes:

Chain of Custody Record

If this is a Drinking Water sample, please use Drinking Water Chain of Custody Form (potable water intended for human consumption)

Report Information:
Company: PARIO ENGINEERING
Contact: TYLER MOODY
Address: 1004 QUEEN STREET EAST
Phone: 705-257-9600 Fax:
Reports to be sent to:
1. Email: tyler.moody@pariosciences.ca
2. Email:

Regulatory Requirements:
☑ No Regulatory Requirement
(Please check all applicable boxes)

☐ Regulation 153/04
Table ____ *Indicate One*
☐ Ind/Com
☐ Res/Park
☐ Agriculture
Soil Texture *(Check One)*
☐ Coarse
☐ Fine

☐ Sewer Use
☐ Sanitary
☐ Storm
Region ____ *Indicate One*

☐ Regulation 558
☐ CCME
☐ Prov. Water Quality Objectives (PWQO)
☑ Other
____ *Indicate One*

Is this submission for a **Record of Site Condition?** ☐ Yes ☑ No

Report Guideline on *Certificate of Analysis* ☐ Yes ☑ No

Turnaround Time (TAT) Required:
Regular TAT ☐ 5 to 7 Business Days
Rush TAT (Rush Surcharges Apply)
☐ 3 Business Days ☐ 2 Business Days ☑ 1 Business Day
OR Date Required (Rush Surcharges May Apply):
Please provide prior notification for rush TAT
**TAT is exclusive of weekends and statutory holidays*

Project Information:
Project: 15-pe-0069
Site Location: Memorial Tower
Sampled By: Tyler Moody
AGAT Quote #:
Please note: If quotation number is not provided, client will be billed full price for analysis.

Invoice Information:
Bill To Same: Yes ☑ No ☐
Company:
Contact:
Address:
Email:

Sample Matrix Legend
B Biota
GW Ground Water
O Oil
P Paint
S Soil
SD Sediment
SW Surface Water

Sample Identification	Date Sampled	Time Sampled	# of Containers	Sample Matrix	Comments/ Special Instructions
LP-001	14/7/15	/	1	P	ASBESTOS
LP-002	"	/	1	P	AS PER SURFACE BULKS
LP-003	"	/	1	P	

(Check Applicable)

Metals and Inorganics	Metal Scan	Hydride Forming Metals	Client Custom Metals	ORPs: ☐ B-HWS ☐ Cr ☐ CN⁻ ☐ Cr⁶⁺ ☐ EC ☐ FOC ☐ NO_3/NO_2 ☐ Total N ☐ Hg ☐ pH ☐ SAR	Nutrients: ☐ TP ☐ NH_3 ☐ TKN ☐ NO_3 ☐ NO_2 ☐ NO_3/NO_2	Volatiles: ☐ VOC ☐ BTEX ☐ THM	CCME Fractions 1 to 4	ABNs	PAHs	Chlorophenols	PCBs	Organochlorine Pesticides	TCLP Metals/Inorganics	Sewer Use	1 LP CAND ASBEST

Samples Relinquished By (Print Name and Sign)	Date	Time	Samples Received By (Print Name and Sign)	Date	Time	
T. Moody	14/7/15	-		14/7/15	12:30	Page ____ of ____
Samples Relinquished By (Print Name and Sign)	Date	Time	Samples Received By (Print Name and Sign)	Date	Time	N°:

Pink Copy - Client | Yellow Copy - AGAT | White Copy- AGAT

2025CDE-CS-AR-03-T - Memorial Tower Rehabilitation

Opening Date: April 4, 2025 12:00 PM

Closing Date: May 1, 2025 3:00 PM

Vendor Details

Company Name:	Lignum Builders Limited
Address:	407 Centre Street, Unit 4 Espanola, Ontario P5E1J5
Contact:	Brant Leclair
Email:	brant@lignumbuilders.ca
Phone:	705-862-2466
HST#:	

Submission Details

Created On:	Thursday April 17, 2025 09:51:09
Submitted On:	Thursday May 01, 2025 14:50:47
Submitted By:	Jeff Bint
Email:	jeff@lignumbuilders.ca
Transaction #:	c4a931c3-b661-40bc-abd6-8fef795a8847
Submitter's IP Address:	67.204.224.124

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.

A - STIPULATED PRICE-LUMP PRICING

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.

Pricing is inclusive of all labour, materials, products, equipment, services, permits, overhead and disbursements as well as Duties and Import Fees (if applicable)

Item No.	Description	Unit	Lump Price *	Total Price
A1	Insurance and Bonding	Lump	$20,820.0000	$ 20,820.00
A2	Mobilization, barriers, traffic protection, etc.	Lump	$130,900.0000	$ 130,900.00
A3	Repair Item "Entrance Doors"	Lump	$8,220.0000	$ 8,220.00
A4	Repair Item "Construction Joints"	Lump	$29,980.0000	$ 29,980.00
A5	Repair Item "Glass Blocks"	Lump	$109,120.0000	$ 109,120.00
A6	Repair Item "Upper Ring"	Lump	$148,910.0000	$ 148,910.00
A7	Repair Item "Buttress Base"	Lump	$7,340.0000	$ 7,340.00
A8	Paint Coating Site Investigation	Lump	$6,800.0000	$ 6,800.00
A9	Miscellaneous Requirements	Lump	$91,210.0000	$ 91,210.00
			Subtotal:	$ 553,300.00

B - STIPULATED PRICE-UNIT PRICING

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.

Pricing is inclusive of all labour, materials, products, equipment, services, permits, overhead and disbursements as well as Duties and Import Fees (if applicable).

Unit price provided for Items B1, B2, B3, & B4 *shall include all materials, labour, and equipment necessary for the removal of deficient concrete (as delineated by the Consultant), surface preparation and installation of new concrete as per the details provided in the contract drawings. Payment will be based on the actual quantity of repairs (as measured by the consultant).*

Item No.	Description	Unit	Estimated Quantity	Unit Price *	Total Price
B1	Repair Item "Rust Stains"	m3	0.1	$14,956.0000	$ 1,495.60
B2	Repair Item "Partial Depth Repair"	m3	3	$13,456.0000	$ 40,368.00
B3	Repair Item "Top Surface Removal"	m3	0.5	$17,652.0000	$ 8,826.00
B4	Repair Item "Embedded Debris"	m3	0.05	$11,955.0000	$ 597.75
B5	Reinforcing Steel	m	1	$217.0000	$ 217.00
B6	Miscellaneous Rebar Dowels	each	1	$268.0000	$ 268.00
B7	Crack Repairs	m	1	$1,925.0000	$ 1,925.00
				Subtotal:	$ 53,697.35

C - ALLOWANCES

Pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Item No.	Description	Contingency Total
C1	Contingency Allowance	$ 50,000.00
	Subtotal:	$ 50,000.00

D - CASH ALLOWANCES

Pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Item No.	Description	Contingency Total
D1	Painting/Coating	$ 100,000.00
D2	Materials Testing and Inspection	$ 20,000.00
	Subtotal:	$ 120,000.00

E)-FEES FOR CHANGES IN WORK

Provide percentage factors for items outlined.

Description	Percentage Mark-up *
_____% mark-up for overhead and profit for additional or deducted work done by General Contractor	10
_____% mark-up for overhead and profit for additional or deducted work done by Sub-Contractor	15

Summary Table

Bid Form	Amount
A - STIPULATED PRICE-LUMP PRICING	$ 553,300.00
B - STIPULATED PRICE-UNIT PRICING	$ 53,697.35
C - ALLOWANCES	$ 50,000.00
D - CASH ALLOWANCES	$ 120,000.00
Subtotal Contract Amount:	$ 776,997.35

Bid Questions

Substantial Completion: All work will be commenced by _____ [date], 2025 and completed by _____ [date], 2025	Commenced on June 2 2025, Completed by October 3 2025

PROPOSED CONSTRUCTION SCHEDULE

Provide milestone schedule of major tasks. Consider June 2nd, 2025 as an anticipated start date. (add additional rows as needed)

Task *	Start Date *	Duration *
Mobilization, Commencement of Work, hoardings and barricades	June 2 2025	14 days
Site Review for Coating Application	June 5 2025	1 day
Upper Ring Demolition	June 16 2025	14 days
Upper Ring Reconstruction	June 30 2025	21 days
Glass Block Replacement	July 21 2025	21 days
Buttress Base and Top	August 11 2025	14 days
Construction Joints and Partial Depth Repairs	August 18 2025	7 days
Miscellaneous remaining repairs	August 25 2025	7 days
Paint Coating	September 1 2025	14 days
Deficiencies, Hoarding and barricade removals, Demobilization	September 15 20254	14 days
Substantial Completion	September 29 2025	1 day
Final Completion	October 3 2025	1 day

ACKNOWLEDGEMENTS

Acknowledgements requested on this form are to be provided by the Tenderer

Acknowledgements	Agreement *
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

PROPONENT CONTACT INFORMATION

Bidders are to fill out the following form, designating one person to be the contact for this RFT and for any clarifications or communication that might be necessary.

Proponent Information	Response *
Company's Full Legal Name	Lignum Builders Limited
Office Address	Unit 4-407Centre Street, Espanola ON, P5E 1J5
Contact Name and Title	Brant Leclair President
Contact Phone and Email	705-862-2466 - brant@lignumbuilders.ca
Name of Company's Authorized Signatory	Brant Leclair

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.

REFERENCES

Provide name and contact information for two (2) client references. References should be of a similar scope; and completed with the last three (3) years.

Description	Reference #1 *	Reference #2 *
Client Reference Name	Keith Stringer - Ontario Clean Water Agency	Mike Ladyk - 3rd Line Studio Inc
Contact Information (Phone; Email; Address)	86 Centre St, Espanola, ON P5E 1S4 705-869-5578 x 2225 kstringer@ocwa.com	289 Cedar Street, Suite 300 Sudbury, ON P3B 1M8 705.674.2300 E 422 mladyk@3rdline.studio
Detail of Reference Project	Retrofit and rehabilitation of existing concrete sludge holding tank to be used for foundation for geotube system and new prengineered building to hold geotube system. Extensive concrete modifications and new concrete installations. Work completed at the Espanola Sewage Treatment Plant Dewatering Facility	Structural Repairs at the M'Chigeeng Water Treatment, New roof Structure Installation at the Lakeview Public School, Roof installation and structural repairs at the Wiikwemikoong Pre-Engineered Building

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	2022	Retrofit and rehabilitation of existing concrete sludge holding tank to be used for foundation for geotube system and new prengineered building to hold geotube system. Extensive concrete modifications and new concrete installations. Work completed at the Espanola Sewage Treatment Plant Dewatering Facility	Ontario Clean Water Agency	$1,471,000.00	*
2	2023	Structural Repairs at the M'Chigeeng Water Treatment Plant - Structural repairs to exterior block walls, concrete grade beams, structural slab repairs	M'Chigeeng First Nation	$275,000.00	*
3	2020	Structural Repairs at the Bracebridge Memorial Arena - Various structural repairs including patching of structural supports of bleachers using repair mortars and forming and pumping using pump gate installations. Installation of structural steel to support failing concrete. Epoxy and grout injection to block walls for structural reinforcement.	The Corporation of the Town of Bracebridge	$425,000.00	*

TENDERER'S SENIOR STAFF

Provide list of all Tenderer's senior staff to be employed on this contract

Line Item	Name *	Position with Firm *	Experience & Qualifications *	
1	Jeff Bint	Project Manager	Project Manager with Lignum since 2017. Previously a site superintendent with Quinan Construction for 10 years.	*
2	Dan Lacasse	Site Superintendent	Site Superintendent with Lignum Builders since 2019, previously a site superintendent with Quinan Construction for 6 years. Prior to entering construction field Dan was a supervisor at a high production Lumber Mill located in Nairn Center Ontario.	

PROPONENT CONTACT INFORMATION - COPY

Proponents are to fill out the following form, designating one person to be the contact for this RFP process and for any clarifications or communication that might be necessary.

Proponent Information	Response *
Company's Full Legal Name	Lignum Builders Limited
Office Address	Unit 4-407 Centre Street, Espanola Ontario, P5E 1J5
Contact Name and Title	Brant Leclair, President
Contact Phone and Email	705-862-2466 - brant@lignumbuilders.ca
Name of Company's Authorized Signatory	Brant Leclair

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	Masonry - Glass Block	Martineau Masonry	1992 Queen Street Sault Ste. Marie, ON P6A 2H2	martineaumasonry@gmail.com
2	Pipe Guard Rail	Steelfab Sudbury Ltd	2657 Belisle Dr. Val Caron, ON P3N 0A7	marty@steelfabsudbury.ca
3	Roofing	Maverick & Son Exteriors	15 Third Line West Sault Ste. Marie, ON P6C 3B5	info@mavzroof.com

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	Steelfab Sudbury Ltd	Marty Pilon	President	30 years experience as a fabricator and installer, President of Steelfab for 9 years
2	Maverick & Son Exteriors	Maverick MacDonald	President	- Soprema PAQ+S Certified Installer - Project Manager/Site Manager - WAH Certificate, WHMIS, First Aid - Basics of Supervision
3	Martineau Masonry Inc.	Travis Martineau	President	Red Seal Stone Mason for 20 years. President of Martineau Masonry for 11 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	Steelfab Sudbury LTD	2023	Installation of new barrier free compliant and replacement of all existing railings throughout the previous Laurentian University Campus	University of Sudbury	$500,000.00
2	Maverick & Son Exteriors	2022	24,000 sq ft mechanically attached insulated PVC System with 20 year system warranty at the Mountain View Public School Renovation - Goulais River	Algoma District School Board	$588,000.00
3	Martineau Masonry	2012	Installation of split face, semi solid and glass block	Huron Superior District Catholic School Board	$100,000.00

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 **10% of the Tender Price**

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) - Bonding Requirements.pdf - Tuesday April 22, 2025 11:58:34
- Agreement to Bond (Surety) - Bonding Requirements.pdf - Tuesday April 22, 2025 11:59:14

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. - Brant Leclair, President, Lignum Buiders 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
2025CDE-CS-AR-03-T Addendum 5 Fri April 25 2025 10:43 AM	☑	2
2025CDE-CS-AR-03-T Addendum 4 Tue April 22 2025 04:35 PM	☑	2
2025CDE-CS-AR-03-T Addendum #3 Attachment-2 Thu April 17 2025 04:21 PM	☑	3
2025CDE-CS-AR-03-T Addendum 3 Attachment Thu April 17 2025 02:54 PM	☑	16
2025CDE-CS-AR-03-T Addendum 3 Thu April 17 2025 02:54 PM	☑	1
2025CDE-CS-AR-03-T Addendum 2 Fri April 11 2025 02:57 PM	☑	1
2025CDE-CS-AR-03-T Addendum 1 Fri April 4 2025 02:41 PM	☑	1

CCDC 220 – 2024 'BID BOND'

ZURICH

No. 6351786-11 Bond Amount **10%**

LIGNUM BUILDERS LIMITED as principal, hereinafter called the Principal, and **Zurich Insurance Company Ltd** a corporation duly authorized to transact the business of Suretyship in Canada as surety, hereinafter called the Surety, are held and firmly bound unto **The Corporation of the City of Sault Ste. Marie** as obligee, hereinafter called the Obligee, in the amount of **Ten Percent of the Amount of Tender ----------** Dollars (**10%**) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, for (Name, Location or Address, and Project Number, if any):

2025CDE-CS-AR-03-T - Memorial Tower Rehabilitation

The condition of this obligation is such that if the Principal shall have the bid accepted within the Validity Period and:

a) Enters into a formal contract; and,
b) Gives such bond or bonds as may be specified in the Obligee's bid documents from a Surety duly authorized to transact the business of Suretyship in the jurisdiction of the project,

then this obligation shall be void. Otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party for the work, supplies and services which were specified in the said bid, if the latter amount be in excess of the former.

The "Validity Period" as used herein shall mean the time period prescribed in the Obligee's bid documents for acceptance of the bid, or, if no time period is specified in the Obligee's bid documents, sixty (60) calendar days from the closing date of the bid.

By agreement between the Principal and the Obligee, the Validity Period may be extended by up to sixty (60) calendar days without notice to the Surety. Further or longer extensions of the Validity Period require prior consent of the Surety.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond. In the province of Québec, the coverage period of this bond expires seven (7) months after the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

The Surety:

Zurich Insurance Company Ltd
(corporate name)

100 King St. W., Suite 5500, P.O. Box 290 Toronto, ON M5X 1C9
(address)

~~(fax)~~

surety.claims@zurich.com
(email)

The Obligee:

The Corporation of the City of Sault Ste. Marie
(proper name)

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
(address)

n/a
(fax)

n/a
(email)

The Principal:

LIGNUM BUILDERS LIMITED
(corporate name)

4-407 Centre Street Espanola, Ontario P5E 1J6
(address)

705-862-0264
(fax)

brant@lignumbuilders.ca
(email)

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **22nd** day of **April,** in the year **2025**

SIGNED and SEALED
in the presence of

Signed electronically by **Principal**
Brant Leclair
on Apr 22, 2025 - 3:56 PM GMT
Signature

(seal)

Brant Leclair
(name of person signing)

ATTORNEY IN FACT

Signed electronically by **Surety**
Julia Bosa
on Apr 22, 2025 - 3:17 PM GMT
Signature

(seal)

JULIA BOSA, Attorney-In-Fact

Bid Bond (05-24) Copyright 2024

(CCDC 220 — 2024 has been approved by the Surety Association of Canada)

To verify hardcopy, click on SignatureMaster™ website "Verify Document" link, enter Document Key: B9A0A79D-671CF546-0FF0BC53-74383F3E-600F5B87

Zurich Insurance Company Ltd

100 King St. W., Suite 5500, P.O. Box 290, Toronto, ON M5X 1C9

AGREEMENT TO BOND

Date: April 22, 2025 Bond No. **6351786-11**

WHEREAS **LIGNUM BUILDERS LIMITED**

has submitted a written bid to **The Corporation of the City of Sault Ste. Marie**

for: **2025CDE-CS-AR-03-T - Memorial Tower Rehabilitation**

and the condition of this obligation being such that the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents for acceptance of the bid ("Bid Period"), or, if no time is specified in the Obligee's bid documents, sixty (60) calendar days from the closing date of the bid. By agreement between the Principal and Obligee, the aforesaid Bid Period may be extended by up to sixty (60) calendar days without notice to the Surety. Further longer extensions of the Bid Period beyond an additional sixty (60) calendar days shall require prior written consent of Zurich Insurance Company Ltd.

we, Zurich Insurance Company Ltd, a corporation created and existing under the laws of Switzerland and duly authorized to transact business of Suretyship in all the Provinces and Territories of Canada, as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. - a contract performance bond **(100%)** of the contract price
2. - a labour and material payment bond for **(50%)** of the contract price

This consent shall be null and void unless an application for the said bond(s) is made within thirty (30) days following the award of the contract.

Zurich Insurance Company Ltd

Signed electronically by

Julia Bosa

on Apr 22, 2025 - 3:16 PM GMT

JULIA BOSA, Attorney-in-fact

Zurich Insurance Company Ltd

Zurich Insurance Company Ltd
Surety Department
First Canadian Place
100 King Street West
Suite 5500, P.O. Box 290
Toronto, ON M5X 1C9

Bond Number: 6351786-11

Zurich Insurance Company Ltd

RE: Notice under Part XIII of the Insurance Companies Act (Canada)

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Zurich Insurance Company Ltd's insurance business in Canada.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-86

CORPORATION: A by-law to amend By-law 2018-126 (being a by-law to establish the Municipal Transient Accommodation Tax (MAT) for short-term rentals within the City of Sault Ste. Marie).

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

1. **BY-LAW 2018-126 IS AMENDED**

   By-law 2018-126 is amended by deleting:

   Section 2. (1) delete (4%) and replaced with (6%)

   Section 2. (6) delete (4%) and replaced with (6%)

2. **EFFECTIVE DATE**

   This by-law shall come into force and effect on September 1st, 2025

PASSED in open Council this 2nd day of June, 2025

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

jg\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2025\2025-86 Municipal Transient Accommodation Tax Amendment.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-87

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Paciolan, LLC for ticket purchases at the GFL Memorial Gardens.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated June 2, 2025 between the City and Paciolan, LLC, a copy of which is attached as Schedule “A” hereto. This Agreement is for ticket purchases at the GFL Memorial Gardens.

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 2nd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK - RACHEL TYCZINSKI

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MASTER SOFTWARE AND SERVICES AGREEMENT

This MASTER SOFTWARE AND SERVICES AGREEMENT (this "Agreement") shall be effective as of **August 15 2025** (the "Effective Date") by and between Paciolan, LLC with a principal place of business at 5291 California Avenue, Suite 100, Irvine, CA 92617 ("Paciolan") and the Corporation of the City of Sault St. Marie with a principal place of business at 269 Queen Street E., Sault St. Marie, Ontario, P6A1Y9, Canada ("Customer"). This Agreement, upon the Effective Date, shall amend, restate, supersede and replace that certain Service and Usage Agreement which commenced on August 15, 2007, as amended and supplemented from time to time ("Original Agreement"), by and between Paciolan and Customer.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions**. As used in this Agreement, the following terms shall have their respective meanings indicated below:

(A) Documentation: The documentation , including updates thereto, relating to the Paciolan Software made available by Paciolan pursuant to this Agreement.

(B) Event: A concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility.

(C) Facility (ies): Any venues owned, controlled, operated or managed by Customer or where Customer otherwise controls the rights or has the authority to sell tickets to any event, including, but not limited to the venue(s) currently or formerly known as GFL Memorial Gardens, Essar Centre and their successor venues.

(D) Hardware: All of that certain computer hardware, communications equipment, terminals and devices provided to Customer herein and which is listed in the Hardware Section of the Investment Addendum or otherwise supplied by Paciolan during the Term.

(E) Investment Addendum: The Hardware, Software, Professional Services, subscription services, Support Services, terms, conditions, fees and pricing set forth in Exhibit C, as may be amended and supplemented from time to time.

(F) Paciolan Software: The proprietary software of Paciolan set forth in the Investment Addendum, including any updates, modifications, or customizations.

(G) Professional Services: The professional services to be provided by Paciolan, if any, set forth in the Investment Addendum, or otherwise provided by Paciolan pursuant to this Agreement.

(H) Sellable Capacity: means the admission capacity of the Facility for any particular Event.

(I) Software: Paciolan Software and Third Party Software.

(J) Support Services: The Software maintenance and support services made available to Customer by Paciolan in accordance with the terms set forth in the applicable Service Policies, in accordance with this Agreement.

(K) System: The data processing system consisting of the hosting subscription services, Hardware and Software licensed and/or provided to Customer.

(L) Ticket: A printed, electronic or other type of evidence of the right to occupy space at or to enter or attend an Event even if not evidenced by any physical manifestation of such right, such as a digital ticket, including, without limitation, tickets distributed via print-at-home technology or via mobile technology.

(M) Third Party Software: The software that is licensed or distributed by Paciolan to Customer that is not owned by Paciolan and is set forth hereto in the Investment Addendum or otherwise licensed to Customer pursuant to this Agreement.

2. **Term and Termination**.

(A) Term. The term of this Agreement shall begin on the Effective Date and continue for five (5) years ("Initial Term") and shall automatically renew for subsequent two (2) year periods (each a "Renewal Term") under the then current terms unless either party notifies the other in writing at least ninety (90) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term". For any Renewal Term, Paciolan shall be entitled to increase or otherwise adjust its fees charged under this Agreement upon notice to Customer delivered at least one hundred twenty (120) days prior to the commencement of the applicable Renewal Term.

(B) Termination. This Agreement may be terminated by either party in the event of any material breach of a material term of this Agreement by the other party, after the other party has received written notice of the breach, has been allowed thirty (30) business days to cure such breach, and has failed to cure such breach; or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors.

(C) Effects of Termination. Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall not relieve either party hereto of any of its obligations or

liabilities accrued hereunder prior to such termination, including, but not limited to, accrued fees. Any and all provisions in this Agreement which would reasonably be expected to survive termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership, limitations of liability, audit rights, and effects of termination.

3. **License Grant**.

(A) Grant. During the Term, Paciolan hereby grants to Customer, and Customer hereby accepts from Paciolan, a non-exclusive and non-transferable license to use the Software as a service in order to use the System for internal business purposes and for purposes of selling Tickets and related items only, subject to the number of users and other restrictions, if any, identified on the Investment Addendum, for the license fees set forth on the Investment Addendum. Software not provided as a subscription service will be provided in object code only. The Software shall be used only for the processing of transactions in connection with Customer's own business, unless otherwise expressly authorized under this Agreement. Customer shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the use of the System.

(B) Restrictions. Except as expressly permitted herein, Customer shall limit the use of the System to its employees who have appropriately familiarized themselves with the Software. Customer may authorize its third party contractors to use the System on Customer's behalf, provided that Customer shall be responsible and liable for such third party contractors' compliance with, and breach of, the terms and conditions of this Agreement applicable to such use. Customer shall not: (a) permit any third party to use the Software, unless expressly permitted under this Agreement, (b) use the Software in conjunction with any ticket distribution company and/or software, other than Paciolan's software or products; (c) disassemble, re-manufacture, re-configure, enhance, modify, create derivative works, decompile or reverse engineer the Software in any way, or merge the Software into any other program for any purpose; or (d) transfer, license or sub-license, assign, rent, sell, grant or otherwise make available the Software, or any rights therein or copies or derivatives thereof, unless expressly authorized by Paciolan under this Agreement.

(C) Ownership. All rights, title and interest to the Software, including but not limited to, the intellectual property rights therein, the Documentation, conversions, upgrades, updates, enhancements, customizations, integrations, additions, modifications thereto, information contained therein, and any information, methods, formulae, techniques, processes, systems and programs devised, produced or supplied by Paciolan, in connection with this Agreement or otherwise (hereafter "Proprietary Information") will remain the sole and exclusive property of Paciolan or its licensors, and Customer shall have no right, title or interest therein or thereto except as a licensed user pursuant to the terms of this Agreement.

(D) Exclusive Use. Customer agrees that the Paciolan Software and System, during the Term, will be the exclusive source for primary and secondary ticketing for all Events at all Facilities, including, but not limited to, by Customer or any third party affiliate, via any and all currently existing or future means and methods of distribution (e.g. telephone, internet, online and offline distribution methods, computer, outlets, interactive television, clubs, auctions, member packages, promotions, etc.), including, but not limited to (except with respect to Paciolan's integrated partners, as expressly authorized by Paciolan in writing): (i) selling, reselling or distributing all Tickets, including applications for selling, reselling or distributing Tickets, to the Sellable Capacity for every Event, (ii) supporting the sale, resale and distribution of Tickets to all such Events, and (iii) tracking and authenticating Tickets sold or otherwise distributed to all such Events. For the avoidance of doubt, a third party affiliate under this Section shall include, but not limited to, promoters/presenters or other content providers, third party agencies, tenants, venue management companies, foundations, fundraising entities or groups, and the like. Customer shall ensure that the entire Sellable Capacity for every Event shall be made available for distribution on the System. Customer shall not directly or indirectly advertise, promote, market, endorse or sponsor any third party that promotes, engages in or facilitates the sale, resale, distribution or issuance of tickets or otherwise engages in primary or secondary ticketing. During the Term, Customer shall not delegate, subcontract, contract, assign or otherwise transfer its rights or authority to ticket Events at Facilities.

4. **Customer Trademarks**. Paciolan shall have the right and license to utilize and display Customer names, logos, brand marks (collectively, ("Customer Marks") and other Customer content ("Customer Content") to the extent necessary to include such Customer Marks and Customer Content for purposes of this Agreement. All such proposed uses by Paciolan of the Customer Marks and Customer Content are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and Customer Content and all rights therein or thereto belong exclusively to Customer and that the Agreement, other than as specifically provided for herein, does not confer upon Paciolan any other rights or interest in the Customer Marks or Customer Content.

5. **e.Venue**. Paciolan will create and maintain at a location of its choosing, Customer-branded website (the "Site"), that will provide to Customer the functions reasonably required for Customer to transact to the public its Tickets and other items contemplated by this Agreement. Each page of the Site may include an attribution to Paciolan as follows: "Powered by Paciolan", which may be modified by Paciolan, with written notice (may be email).

6. **Hardware**. Paciolan shall provide to Customer the Hardware listed on the Investment Addendum. The Hardware to be used at a Facility, as mutually determined by Paciolan and Customer, shall be delivered to such Facility prior to the first Event at such Facility during which the Hardware will be used. All rights, title and ownership to such Hardware shall transfer to Customer upon delivery of the Hardware. In the event of loss or damage of any kind to any Hardware, Customer, at its sole option, shall within thirty (30) days after such loss or damage replace the Hardware with the same or similar property, in good repair, condition and

working order to the satisfaction of configurations approved by Paciolan. Paciolan passes through to Customer, to the extent permitted, all applicable warranties with respect to the Hardware made available by the Hardware manufacturer. To the extent any third party software embedded in the Hardware is subject to an end user license or other applicable license terms of the owner of such third party software, then the use of such third party software by Customer shall be subject to such licenses.

7. **Third Party Software.** To the extent any Third Party Software is subject to an end user license or other applicable license terms of the owner of such Third Party Software, then the use of such Third Party Software shall be subject to such licenses.

8. **Fees and Payment Terms**.

(A) Fees. Customer agrees to pay Paciolan the fees set forth on the Investment Addendum in accordance with the terms set forth in the Investment Addendum and this Agreement. Use of any new features and/or functionality of the System made available to Customer during the Term may be subject to additional fees, which fees shall be communicated to Customer.

(B) Minimum Annual Fee. Customer will guarantee to Paciolan the minimum annual service fees (the "Minimum Annual Fees") specified in the Investment Addendum hereto, if any. The Minimum Annual Fee period will begin on July 1st of each year and end on June 30th of the following year. If, at the end of an annual period, the total fees subject to a Minimum Annual Fee requirement paid by Customer to Paciolan during such annual period is less than the amount of the specified Minimum Annual Fee, Paciolan will invoice Customer the balance remaining after subtracting the actual fees subject to a Minimum Annual Fee requirement paid to Paciolan during the period from the specified Minimum Annual Fee amount. The Minimum Annual Fee will be prorated on a daily basis for the period of time commencing as of the date the applicable Software product identified on the Investment Addendum is commercially available for Customer use and ending on the immediately following June 30 and for the period of time commencing as of July 1 of the final year of the Term and ending upon expiration of the Term**.**

(C) Invoices and Payment Terms. Invoices are due and payable by Customer within thirty (30) days from date of the invoice. Invoices may be transmitted via email.

(D) Separately Billable Items. Subject to advance written approval of Customer, which may be via email, Customer shall reimburse Paciolan for reasonable travel, meals, lodging, brokerage fees, customs fees and other business expenses incurred by Paciolan personnel in the performance of this Agreement and Customer shall have the right to require Paciolan to supply reasonable documentation supporting the incurrence of such expenses.

(E) Taxes. Customer shall, in addition to the other amounts payable under this Agreement, pay any and all goods and services (if applicable), sales, use, entertainment, amusement and other taxes, federal, state, local, provincial or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including, but not limited to, the sale of each Ticket (or other item) or Hardware covered by this Agreement, excluding taxes on Paciolan's income. Customers that are tax exempt must provide a certificate of tax exemption or other applicable documentation.

(F) Professional Services Annual Credit. Subject to, and conditioned upon, Customer holding full regular seasons of Event during the applicable year, whereby each Event during such full seasons is open to the public at full capacity for attendance, Paciolan shall provide Customer with an annual credit of CAD$5,000 during the Term for each fiscal year (July 1-June 30) for the purchase of additional Professional Services, which annual credit shall expire at the end of each such fiscal year and will not carryover to the subsequent fiscal year (i.e. "use it or lose it").

(G) Hardware Credit. Subject to, and conditioned upon, Customer holding a full regular season of Event during the applicable year, whereby each Event during such full season is open to the public at full capacity for attendance, Paciolan shall provide Customer with a one-time credit of CAD$25,000 for the first year of the Initial Term for the purchase of additional Hardware, which annual credit shall expire on the one (1) year anniversary of the Effective Date (i.e. "use it or lose it").

9. **Confidentiality**. The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information, whether oral or written, regarding their vendors, product roadmap, business, software, software technology, intellectual property and other information (including without limitation, with respect to Paciolan, the Proprietary Information) that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"), which include, but not limited to, any Paciolan proposals, requests for proposals (RFPs) or bids, Software, Documentation and the terms of this Agreement. Any such information that a reasonable person would determine to be confidential given the type of information and/or the circumstances of disclosure shall be deemed Confidential Information hereunder. Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information. Each party agrees that it will keep the Confidential Information strictly confidential and will only use the Confidential Information of the other party as contemplated by the Agreement. Neither party shall disclose to any third party any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however,

that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, affiliates, vendors, and legal and financial advisors, who are bound by obligations of confidentiality ("Representatives"). Each party shall be responsible for its Representatives' compliance with the confidentiality provisions in this Section with respect to the Confidential Information of the other party shared with such Representatives. Each party shall use the same degree of care it employs with respect to its own Confidential Information of like importance, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other party's Confidential Information. In the event that either party receives a request to disclose all or any part of the Confidential Information of the other party under the terms of a subpoena, document request (including, but not limited to, pursuant to applicable open records and/or freedom of information laws), notice of deposition or other legal or regulatory proceeding, such party receiving the request shall notify the other party pursuant to this Agreement below, within forty-eight (48) hours after receipt of such legal request. Each party agrees, as applicable, that any violation of Section 3 (License Grant) or Section 9 (Confidential Information) hereof, may result in irreparable harm to the non-breaching party and said non-breaching party may be entitled to seek injunctive relief, in any court having proper jurisdiction (notwithstanding anything herein to the contrary) without the necessity of proving actual damages, in addition to any other remedy that the non-breaching party may have.

10. **Customer Data and Security Standards**.

(A) Customer Data. Customer will monitor and update its data and information in the System to ensure accuracy for use by the System. Customer agrees to collect and use the information (including any "personally identifiable information," "personal information," or "personal data," as defined by applicable law (collectively, "Personal Information") processed by the System in connection with Customer's use of the System (the "Customer Data") in accordance with all applicable laws and Customer's own posted privacy policies, which shall comply with all applicable laws, including but not limited to applicable local, state and federal privacy laws. In connection with Customer's use of the System, Customer shall conspicuously display a privacy policy on the Site that, at a minimum, complies with applicable law and : (i) discloses Customer's privacy practices; (ii) identifies the collection and use of user data and information gathered in connection with the Site and user's use of the Site and System; (iii) describes users' rights under applicable privacy laws with regards to the processing of personal information through the Site, and provides a mechanism through which to submit rights requests; and (iv) offers users an opportunity to opt out of (or opt-in, as and if required by applicable law) the collection or use of data and information gathered in connection with the Site and System. Customer represents and warrants that (a) it has obtained the requisite approvals, authorizations and/or consents necessary for the transmission, use, storage and processing of Customer Data as contemplated hereunder, including through any third-party tools or trackers; and (b) Customer, and Customer Data shall comply with all applicable laws, rules and/or regulations including, without limitation, laws relating to privacy and data security, with respect to its use of the Customer Data as contemplated hereunder. As between the parties, Customer is responsible for the content and legality of all Customer Data and will retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of Customer's use of the System. Customer Data shall be the Confidential Information of Customer. Paciolan also requires that Customer, in compliance with all applicable laws, include, in any email communications that Customer may make based on the Customer Data, a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Customer and that Customer honor all opt-out preferences, whether received directly by Customer or indirectly through Paciolan. Customer shall indemnify, defend and hold harmless Paciolan for Customer's failure to perform any of its obligations under this Section.

(B) Data License. Customer hereby authorizes, and provides a license to, Paciolan to use Customer Data for purposes of performing under this Agreement, improving its products and services and developing best practices for the benefit of Customer and Paciolan's other customers, provided that such data may only be used by Paciolan for such product improvement and best practices purposes in aggregated and anonymous form (i.e., with personally identifiable information removed). For the avoidance of doubt, the authority and license granted herein shall survive any termination of this Agreement.

(C) Data Privacy. This Section shall apply solely to the extent that Paciolan processes Personal Information that is subject to one or more of the following privacy laws: the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act or other similar United States state laws regulating the processing of Personal Information (collectively, "Privacy Laws"). The types of Personal Information processed by Paciolan under this Agreement include individuals' name, contact information, payment information, and electronic identifiers. Customer instructs Paciolan to process Personal Information only (a) for the specific purposes of provision of the System, Site(s), products and services described in this Agreement; (b) as otherwise instructed by Customer; or (c) as required by law and in compliance with applicable law. In addition, Paciolan agrees that (i) it may not "sell" or "share" Personal Information, as such terms are defined by applicable Privacy Law; (ii) it may not retain, use or disclose Personal Information outside of the direct business relationship with Customer; (iii) it will comply with applicable Privacy Laws; (iv) Customer has the right to take reasonable and appropriate steps to help ensure that Paciolan processes Personal Information in a manner consistent with Customer's obligations under applicable Privacy Laws; (v) it shall notify Customer if Paciolan makes a determination that it can no longer meet its obligations under applicable Privacy Laws; (vi) Customer has the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information by Paciolan as required by applicable Privacy Law; (vii) the duration of the processing will be ongoing for the term of the Agreement and until all legal obligations are satisfied; (viii) it will delete all Personal Information upon termination of the Agreement(except for

archival backup data, which shall be deleted in the ordinary course consistent with Paciolan's customary business practices (currently, 7 years), but shall remain subject to the confidentiality obligations under the Agreement), unless retention of the Personal Information is required by law; (ix) ensure that each person processing Personal Information is subject to a duty of confidentiality; (x) it will make available to Customer information necessary to demonstrate compliance with the obligations under applicable Privacy Laws; (xi) solely to the extent required under applicable Privacy Laws, it will allow reasonable audits and inspections solely in connection to its obligations under this Section; and (xii) Paciolan may engage subcontractors pursuant to a written contract that requires the subcontractor to agree to substantially similar obligations pursuant to this Section. Paciolan maintains a current list of subcontractors required to provide the System and related subscription services, which can be found at Paciolan's customer support portal at: https://paciolan.my.site.com/service/login?locale=us. Paciolan shall provide notification, via Paciolan's customer support portal, of a new subcontractor before authorizing any new subcontractor to process Customer Personal Information in connection with the provision of the applicable services. If Customer does not object to the appointment of any new subcontractor within 30 days after notification of such appointment by Paciolan, Customer will be deemed as having provided its consent to the new appointment. Should Customer object (acting reasonably) to a new subcontractor, upon prior written notice, Paciolan will use reasonable efforts to make available to Customer a change in the product/services or recommend a commercially reasonable change to Customer's configuration or use of the product/services to avoid processing of Customer Personal Information by the objected-to new subcontractor without unreasonably burdening Customer. If Paciolan is unable to make available such change within a reasonable time period, which shall not exceed thirty (30) days, Customer may terminate those specific product/services that cannot be provided without the objected-to new subcontractor.

(D) PCI DSS. Paciolan will achieve and maintain Payment Card Industry Data Security Standard ("PCIDSS") compliance against the version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website. Upon Customer's written request, Paciolan will provide Customer with evidence of its compliance with PCI DSS. Paciolan acknowledges that Paciolan is responsible for implementing and maintaining reasonable security measures in compliance with PCI DSS for the security of cardholder data that Paciolan stores, processes or transmits on behalf of Customer. In the event of a known breach, or otherwise unauthorized access to cardholder data stored at or for Paciolan on behalf of Customer, Paciolan shall immediately notify Customer, and provide Customer and its Qualified Security Assessors (QSAs) with reasonable access to Paciolan's applicable facilities, personnel and records to conduct a review of Paciolan's compliance with the PCIDSS requirements. Customer shall implement and enforce reasonable security measures, including but not limited to currently acceptable PCI DSS controls, to protect against the unauthorized use of facilities, computing devices, network access, and passwords. Paciolan will not be liable for the disclosure, monitoring, loss, alteration or corruption of cardholder data or other customer data to the extent it results from Customer's failure to implement and enforce reasonable such security measures.

11. **Representations and Warranties**.

(A) Paciolan warrants that the Paciolan Software will materially perform in accordance with the Documentation. If the Paciolan Software fails to materially perform in accordance with the Documentation, Paciolan's sole obligation under this warranty is to remedy such failure by repairing or replacing the Paciolan Software, in a manner consistent with Paciolan's regular business practices.

(B) THE ABOVE WARRANTY IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY PACIOLAN. PACIOLAN DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PACIOLAN DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SYSTEM WILL BE SECURE OR UNINTERRUPTED.

(C) Customer represents, warrants and covenants to Paciolan that: (i) this Agreement has been duly authorized, executed and delivered on behalf of Customer by its duly authorized representative and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; (ii) the entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to Customer or violate the rights of any third party, or result in any breach of, constitute a default under any agreement to which such party is a party; and (iii) no agreement or understanding between Customer and any third party contains or shall contain any provision inconsistent with any provision, or the purpose or intent, of this Agreement.

12. **Indemnification**. Paciolan shall defend the Customer against any third party claim, and indemnify Customer for any resulting settlement or final judgment, to the extent the claim is caused by the Paciolan Software delivered to the Customer, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party United States patent, copyright, or other proprietary right, provided that Paciolan is promptly given notice of such claim, the Customer has not reached any compromise or settlement of such action or made any admissions in respect of the same, and Paciolan is given the option, at its expense, to control the defense and all requested reasonable assistance from Customer to defend the same. Paciolan shall have no liability to indemnify the Customer to the extent (i) the alleged infringement is based on infringing information, data, or content created or furnished by or on behalf of the Customer (ii) the alleged infringement is the result of a modification made by anyone other than Paciolan, or (iii) the Customer uses the Paciolan Software other than in accordance with this Agreement or the underlying software license to use the Paciolan Software. Upon notice of an alleged infringement, misappropriation or violation of intellectual property rights of a third party by Paciolan Software or if in Paciolan's opinion such a claim is reasonably likely, Paciolan will have the option, at its own discretion and expense, to (w) procure for Customer the right to continue using

such Paciolan Software, (x) replace such Paciolan Software with a non-infringing Paciolan Software of similar quality and purpose, (y) modify such Paciolan Software to make it non-infringing, provided the modified Paciolan Software remains similar in quality and purpose to such Paciolan Software, or (z) terminate provision of such Paciolan Software and return to Customer the subscription fees paid for the infringing Paciolan Software reduced on a pro rata basis based on the portion of the terminated subscription. THIS SECTION SETS FORTH PACIOLAN'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT, MISAPPROPRIATION OR VIOLATION BY THE PACIOLAN SOFTWARE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

13. **Limitation of Liability**. IN NO EVENT SHALL PACIOLAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES, LOST OR DESTROYED DATA, LOST TICKET OR ANY OTHER ECONOMIC LOSS, OF ANY TYPE OR NATURE, EVEN IF PACIOLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT TERM INTERRUPTIONS OF SERVICE WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND PACIOLAN'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST PACIOLAN HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER PACIOLAN IN DEFAULT UNDER THIS AGREEMENT. IN NO EVENT SHALL PACIOLAN'S LIABILITY UNDER THIS AGREEMENT EXCEED FIFTY THOUSAND DOLLARS ($50,000).

14. **Support Services**. Paciolan will supply Customer with the Support Services in accordance with Paciolan's support policies and procedures ("Service Policies"). If any provision of the Service Policies conflicts with the Agreement, then the Agreement shall prevail. The Support Services do not include assistance with integration to external Customer systems or custom reports specific to unique business operations.

15. **Services**. The delivery of all Professional Services, if any, and subscription services, if any, to Customer will be governed by this Agreement and the Investment Addendum or a Statement of Work. Acceptance of each applicable component of the System and the corresponding Professional Services, as applicable, by Customer will be deemed to have occurred as soon as such applicable component of the System is delivered and available for Customer use. Upon Customer's first use of the applicable component of the System, Customer shall provide Paciolan with a certificate of acceptance.

16. **Insurance**. Paciolan shall maintain insurance coverage as follows with the following limits: (A) Commercial General Liability (damage to rented premises, personal & advertising injury, products and completed operations coverages) - $1,000, 000 per occurrence/$2,000,0000 aggregate; (B) Automobile Liability for Any Auto - $1,000,000 each accident; (C) Worker's Compensation - Statutory requirements and benefits; (D) Employers Liability - $1,000,000 per occurrence/aggregate; (E) Professional Liability and Cyber Liability - $2,000,0000 per claim/aggregate.

17. **Miscellaneous.** Customer's execution of this Agreement indicates approval for Customer to be listed as a Paciolan client in monthly newsletters for distribution to event industry clients, in product boiler plate information, and in future releases about Paciolan products and services for distribution to trade and consumer media. At any time, Customer may, in its sole discretion, direct Paciolan to stop using Customer's name for the purposes listed in the preceding sentence by sending notice to Paciolan. Upon Paciolan's request, the parties shall issue a press release regarding the execution of this Agreement within thirty (30) days of the request, subject to the prior written approval of the parties, which shall not be unreasonably withheld, conditioned or delayed. Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth in the opening paragraph of this Agreement or at such address as may be provided by each party in writing from time to time, by overnight courier with proof of delivery. Notices will be deemed effective on the day of delivery. Except for payment obligations set forth herein, neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, pandemic, epidemic, infectious disease and Internet disturbance) that was beyond the party's reasonable control. Failure to enforce any provision of this Agreement will not constitute a waiver. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture. Nothing in this Agreement will limit either party's ability to seek equitable relief. Any amendment (which may be in the form of an addendum) must be in writing and expressly state that it is amending this Agreement. The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument. This Agreement (including its Exhibits, which are incorporated herein by reference) constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. All purchase orders submitted by Customer shall be deemed to incorporate and be subject to the terms and conditions of this Agreement. Without the prior written consent of other party, neither party shall assign or transfer this Agreement, except in the event of an assignment by a party to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Facsimile and

electronic signatures shall be accepted as if the same were original signatures.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

PACIOLAN, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Signature: _____

Name: _____

Title: _____

Date: _____

[SIGNATURE PAGE TO MASTER SOFTWARE AND SERVICES AGREEMENT]

EXHIBIT A: PACMAIL ADDENDUM

This PACMail Addendum ("Addendum") is incorporated by reference into the Agreement and sets forth certain terms and conditions applicable to the application services ("Application Services") to be provided by Paciolan pursuant to this Addendum and the Investment Addendum. The Application Services may also be referred to as Third Party Software subscription services with specific reference to Paciolan's applicable third party service provider and its corresponding product name. This Addendum shall be subject to the terms and conditions of the Agreement, including the Investment Addendum.

1. **Definitions.** "Rules, Regulations and Principles" means rules, regulations and principles promulgated by government entities, industry self-regulatory organizations or industry overseers generally recognized in a jurisdiction in which Application Services are rendered with respect to the privacy, the distribution of email messages, and data protection, including, without limitation, the European Union General Data Protection Regulation ("GDPR"), the United Kingdom GDPR, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 ("CCPA"), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act or other similar United States laws regulating the processing of personal information, the United States Children's Online Privacy Protection Act (COPPA) , United States CAN-SPAM Act, any future regulation or guidelines that may be adopted by the Department of Commerce the Federal Trade Commission or other agency of the government of the United States with respect to privacy or data protection, Canada's Anti-Spam Law (CASL), and the Self-Regulatory Principles of the Digital Advertising Alliance ("DAA") and the Code of Conduct of the Network Advertising Initiative ("NAI")."Customer Data" means all electronic data, content or information submitted by Customer to the Application Services or otherwise included in the messages. "Sensitive Personal Information" shall mean non-public sensitive personally identifiable information, including, without limitation, social security numbers, financial account numbers (i.e. credit card, checking account, savings account, etc.), medical, employment, insurance information, and passport numbers.

2. **Use**. Customer may use the Application Services only in and for Customer's own internal purposes and business operations contemplated herein and by the Investment Addendum. Customer may not use the Application Services as a service for any third party, unless expressly authorized herein. All rights, title and interest in the Application Services, are and will remain the sole and exclusive property of Paciolan or its applicable third party service provider(s). Paciolan's applicable third party service provider shall be deemed a third party beneficiary under this Addendum and Customer shall be liable to Paciolan's applicable third party service provider for any damages arising due to Customer's breach hereof to the same extent as if Paciolan's applicable third party service provider had been a signatory hereof. Customer shall not: (i) send via or store within the Application Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including that is harmful to children or violates third party privacy rights; (ii) send via the Application Services any unsolicited commercial or non-commercial communication; (iii) send via, upload to, or store within the Application Services any viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application Services or the data contained therein; or (f) attempt to gain unauthorized access to the Application Services or its related systems or networks. Paciolan and/or Paciolan's applicable third party service provider may immediately terminate or suspend the Application Services if Customer's use is in violation of Rules, Regulations and Principles or if Customer's use is materially and adversely impacting the Application Services. At no additional charge, Paciolan may transition Customer to services provided by a different third party that are similar to the Application Services under similar terms and conditions herein, but subject to such third party's pass through terms and conditions. Customer acknowledges and agrees that Customer shall include a default footer to each email sent via the Application Services, in compliance with the Rules, Regulations and Principles.

3. **Customer Responsibilities.** Customer is responsible for all activity that occurs within Customer account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the Application Services, and notify Paciolan promptly of any such unauthorized access or use; and (c) comply with all applicable local, state, federal and foreign laws in using the Application Services, including without limitation the Rules, Regulations and Principles. Customer shall not upload to, or store within, the Application Services (and Customer Data shall not contain) any Sensitive Personal Information. Customer understands and acknowledges that: (i) Paciolan, in its reasonable discretion, may refuse to distribute any message content that Paciolan reasonably believes is defamatory, infringing, or otherwise unlawful; and (ii) while Customer is solely responsible for the contents of all messages. Paciolan, in its reasonable discretion, may refuse to distribute any email to any recipient that Paciolan reasonably believes Customer does not have the legal right to send such message(s) or that Paciolan reasonably believes is unlawful. Paciolan and Paciolan's applicable third party service provider has no obligation to supply or "scrub" any message recipient list and Customer is solely responsible for the creation, initiation and sending of messages via the Application Services, including, but not limited to, the content, recipient, and timing of such messages.

4. **Indemnification**. To the maximum extent permissible under applicable law, Customer shall defend, indemnify, and hold Paciolan, its affiliates and its third party service providers harmless against any loss, damage, or cost (including reasonable attorneys' fees)

incurred in connection with a claim, demand, suit, or proceeding alleging that (a) Customer Data infringes the intellectual property rights of a third party, (b) Paciolan's or its third party service providers' use of any Customer Data, as permitted by this Addendum, has otherwise harmed a third party, (c) Customer use of the Application Services other than in compliance with the terms of this Addendum, the Investment Addendum and the Agreement, or (d) Customer violation or alleged violation of applicable laws including without limitation, Rules, Regulations and Principles.

5. **Representations and Warranties**. Customer represents and warrants that: (a) Customer has the legal right under applicable law to send message(s) to every recipient to whom a message is sent via the Application Services including, where required by applicable Rules, Regulations and Principles, providing any necessary disclosures and obtaining any necessary consent; (b) the Customer Data shall not infringe on any copyright, patent, trade secret or other proprietary or privacy right held by any third party; (c) Customer shall not use the Application Services in a manner that violates any international, federal, state, or local law or regulation relating to individual privacy or the distribution of email and other digital one-to-one communications, including but not limited to the Rules, Regulations and Principles. Customer represents and warrants that Customer is the owner of all email distribution lists distributed using the Application Services, and that Customer is solely responsible for the composition and membership of each list.

EXHIBIT B: MERCHANT SERVICES ADDENDUM

This Merchant Service Addendum ("Addendum") sets for certain terms, conditions, obligations and commitments by Paciolan and Customer applicable to the merchant credit card processing services ("Services") to be provided by Paciolan to Customer.

1. Credit Card Processing. Paciolan shall collect all money received from sales managed by Paciolan for Customer and holding all monies, including applicable taxes, less amounts due Paciolan, for the benefit of Customer and, where applicable, Event promoters. Paciolan will make such funds available to Customer by ACH Transfer, less any amounts due Paciolan by Customer according to the Investment Addendum or as otherwise reserved as provided herein (the "Settlement"). Each dispersal of funds to Customer shall be accompanied by a System report. System reports will form the basis for determining the gross receipts and deductions for Customer sales and shall be conclusive as to all amounts contained therein. At all times during the Term and for one (1) year thereafter, but no more than once per year, Customer shall have the right, at its own expense and on reasonable prior notice, to audit sales managed by Paciolan for Customer. Paciolan shall provide Customer with the ability to process payment for all sales with Visa, MasterCard, Discover, and American Express credit cards. Processing fees charged to Customer by Paciolan are set forth on the Investment Addendum and are subject to automatic increase upon notice due to increases imposed on Paciolan by its merchant bank. Customer also agrees to pay all credit card fees relative to the purchase price of such sales, any additional convenience fees that Customer may add to the sale, taxes or any other charges added to the price, and all fees imposed by the merchant bank or any credit card network or association for refunds that Customer may make or authorize Paciolan to make. Customer is responsible for all costs or expenses related to fraudulent credit card use, chargebacks or disputes, and any other fees associated therewith (individually and collectively "Chargebacks"). Paciolan will make every reasonable effort to document the Chargebacks with its merchant bank and to rectify the Chargebacks with purchasers. Any unresolved Chargebacks will be documented to Customer and deducted at Settlement. Customer acknowledges that due to banking regulations, Chargebacks which occur under this Agreement may occur up to eighteen (18) months from the date in which a purchaser has conducted a transaction through the System. Chargebacks which are a result of fraud have no timeframe limitation on purchaser's and/or card holder's ability to recover such charges. At the conclusion of the Term, Paciolan will retain a mutually agreed upon amount (via email) from the final Settlement for six (6) months for any unresolved Chargebacks. Customer acknowledges and agrees that in the case of any cancellation of an Event for which Paciolan processes payment via credit card, Paciolan is obligated to make refunds to those Ticket buyers that paid for Tickets via credit card, within two (2) business days of the time of Customer's announcement of the cancellation of the Event. Customer authorizes Paciolan to refund the Customer established Ticket price and convenience fee(s) and shall (i) promptly and effectively advertise to the general public its policy and procedures on refunds to Ticket holders and, (ii) within two (2) business days of Customer's announcement of the cancelled Event, provide Paciolan with sufficient funds, based on the System reports, to make such refunds, provided that Paciolan may withhold funds from the sale of Tickets to other Events to the extent of any deficiency in funds to make refunds. Any failure by Customer to timely remit the required funds as requested by Paciolan shall entitle Paciolan to terminate the Original Agreement in addition to any other right to which Paciolan may then be entitled. As a condition to any termination of the Agreement by Customer, whether upon expiration of the Term or otherwise, Customer shall be required to remit to Paciolan funds equal to the Ticket price and convenience fees for all Tickets sold via credit card for Events of Customer scheduled to occur after the date of termination (each a "Post Termination Event"), which Paciolan shall deposit in an interest bearing segregated account and from which Paciolan shall be entitled to pay refunds on account of any Post Termination Event which is cancelled. Upon the occurrence of any Post Termination Event, Paciolan shall remit to Customer, within two (2) business days from the date of such Post Termination Event, an amount equal to the Ticket price and convenience fees sold via credit card for such Post Termination Event held in the Paciolan segregated account, together with interest earned thereon, less any amounts due Paciolan from Customer.

2. PCIDSS. Paciolan will achieve and maintain Payment Card Industry Data Security Standard ("PCIDSS") compliance against the version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website. Upon Customer's written request, Paciolan will provide Customer with evidence of its compliance with PCI DSS. Paciolan acknowledges that Paciolan is responsible for implementing and maintaining reasonable security measures in compliance with PCI DSS for the security of cardholder data that Paciolan stores, processes or transmits on behalf of Customer. In the event of a known breach, or intrusion of, or otherwise unauthorized access to cardholder data stored at or for Paciolan on behalf of Customer, Paciolan shall immediately notify Customer, and provide Customer and its Qualified Security Assessors (QSAs) with reasonable access to Paciolan's applicable facilities, personnel and records to conduct a review of Paciolan's compliance with the PCI DSS requirements. Paciolan will not be liable for the disclosure, monitoring, loss, alteration or corruption of cardholder data or other customer data to the extent it results from Customer's failure to implement and enforce reasonable security measures, including but not limited to, comply with this Addendum and currently acceptable PCI DSS controls, to protect against the unauthorized use of facilities, computing devices, network access, and passwords.

3. Paciolan Obligations and Responsibilities. Paciolan will provide the Services in accordance with PCI DSS requirements and the P2PE Self-Assessment Questionnaire (SAQ).

4. Customer Obligations and Responsibilities.

a. In order to begin accepting credit card payments, each Customer business unit must receive prior written approval from Paciolan, which may be via email. All Customer business units that process credit card and debit card transactions under Paciolan's

Services must ensure that the payment process and related recordkeeping procedures follow Paciolan's policies and procedures, PCIDSS and all applicable laws. Signed charge slips for card present transactions will be maintained by Customer for three (3) years. These procedures apply to all Customer employees, contractors, tenant teams, outlets, students, agents, vendors and other personnel ("Customer Personnel") involved in the processing of debit and credit card payments in connection with the Services. Customer shall be responsible and liable for Customer's Personnel's compliance with this Addendum.

b. Customer will be responsible for ensuring all users of Paciolan's ticketing systems, services and environment (System) employed, engaged, contracted, retained by or associated with Customer, including but not limited to, Customer Personnel, complying with this Addendum. Customer will complete an annual review of this Addendum and verify its and its Customer Personnel's commitment to comply with this Addendum, provide adequate training and informational meetings to Customer Personnel handling credit card functions, and implement appropriate procedures as provided in this Addendum. In addition, Customer:

i. Will ensure all payment processing is only via the validated PCI Point-to-Point Encryption (P2PE) solution approved and listed by Paciolan, unless Paciolan authorizes the use of other means in circumstances wherein the P2PE solution provider has outages or maintenance.
ii. Will ensure that the only systems in the Customer environment that process or transmit account data are the Point of Interaction (POI) devices, using Paciolan approved payment application (Pac7) which are approved for use with the validated and PCI-listed P2PE solution.
iii. Will not otherwise receive or transmit cardholder data electronically.
iv. Will implement all controls in the P2PE Instruction Manual (PIM) provided by the P2PE Solution Provider.
v. Will protect the P2PE devices that capture payment card data via direct physical interaction against tampering and substitution, by periodically inspecting such devices, training Customer Personnel to be aware of suspicious behavior and reporting any tampering or substitution of such devices.
vi. Ensure that each Customer Personnel read and comply with this Addendum.

c. Customer shall be responsible for and ensure the following:

i. Any Customer department and/or Customer Personnel that accepts, captures, stores, transmits and/or processes credit or debit card information must comply with this Addendum and participate in the annual self-assessment process and training.
ii. Only authorized and properly trained Customer Personnel may accept and/or access credit or debit card information. No other individuals may have access to credit card information.
iii. Customer may only accept and process credit and debit card payments by methods that are approved by Paciolan's authorized personnel. Customer may only utilize card payment methods authorized in writing by Paciolan's authorized personnel.
iv. Paciolan has contracted with VISA Cybersource to provide credit card payment gateway services and Bluefin Payment Systems to provide PCI-DSS validated P2PE card-swiping devices. The Bluefin Payment Systems' ID Tech SRedKEY device is the authorized method of payment processing for on-line credit card transactions. Paciolan uses a version of Cybersource which has also been certified as compliant with PCI-DSS.
v. Electronic storage of credit card information at Customer location devices will not occur because of the increased risk that it presents.
vi. Each Customer Personnel who has access to credit or debit card information is responsible for protecting that information on behalf of Customer. Credit and debit card information must be securely destroyed as soon as it is no longer necessary to maintain the information by Customer. Physical documents containing credit or debit card information must be stored by Customer in secured access-controlled locations such as locked cabinets. The validation code and personal identification number should not be stored in any form. In no case should credit card information be transmitted by Customer or Customer Personnel via insecure protocols like email or text message.
vii. Each Customer department that handles credit card information must have written procedures for complying with PCI-DSS and providing appropriate segregation of duties.
viii. Suspected theft of credit or debit card information or inappropriate activity must be reported immediately to Paciolan's Technical Security Staff and Paciolan's Customer Services Department.

d. Customer shall ensure that Customer and Customer personnel comply with the following:

i. Customer and Customer Personnel will NOT do the following:
    1. Do not transmit cardholder's credit card data by e-mail or fax;
    2. Do not store credit card data for repeat customers on paper in an unsecured area;
    3. Do not store PIN or CVV2/CVC2/CID number;
    4. Do not electronically store on any system, computer file or server, any unencrypted credit card data;
    5. Do not electronically store any credit card data on laptop or PC's;
    6. Do not share user IDs for systems access;
    7. Never acquire or disclose any cardholder's data without the cardholder's consent;
    8. Do not use Paciolan TRes product (via SB Client) to process, transmit or look-up credit card data; and
    9. Do not perform any credit card related functions (Process, transmit or look-up) via the Pac7 interface with the check box for "Use Encrypted Card Reader" unchecked within the payment options under Pac7 controls.
ii. Customer and Customer Personnel will do the following:
    1. Store all physical documents containing credit card data in a locked drawer, locked file cabinet, or locked office;

2. Maintain strict control over the internal and external distribution that contains credit card data;
3. Change vendor supplied or default passwords;
4. Ensure that passwords conform with Paciolan's information security rules and recommendations"
    a. Require all passwords to be at least 7 characters in length;
    b. Require complex passwords, consisting of both numeric and alphabetic characters; and
    c. Require that new passwords for operator user accounts cannot be the same as the four previously used passwords.
5. Properly dispose of any media containing credit card data;
6. If Customer receives an unencrypted email from a customer with credit card data notify the customer that they should no longer send this information via email and delete email immediately;
7. Process all credit card related transactions only using the Pac7 application via the ID Tech SRedKey device only;
8. Establish, publish and maintain an information security policy for Customer Personnel and disseminate to all relevant Customer Personnel. Review and update such policy at least annually; and
9. Ensure all users of the Services and handling functions related to credit cards, review this Addendum and acknowledge the responsibilities.

e. Customer's or Customer Personnel's failure to comply with this Addendum may result in (i) loss of Customer's ability to process credit card transactions, (ii) substantial fines and (iii) increased auditing requirements if such failure results in a data breach of the credit card information. If Customer or Customer Personnel breach any term of this Addendum, Paciolan may suspend or terminate this Addendum and the Services.

f. If Paciolan is required to undertake remedial action and/or incur penalties, costs and expenses due to Customer's failure to perform its obligations under this Addendum or Customer's breach of this Addendum, then Customer will reimburse Paciolan for such penalties, expenses and costs. For the purposes of this section, remedial action may include, without limitation, improvements to Customer security measures; notice to individuals, credit reporting agencies, public authorities and other entities; Paciolan service support; credit monitoring and defense and satisfaction of third party claims.

g. To the maximum extent permissible under applicable law, Customer agrees to defend, indemnify and hold harmless Paciolan, its affiliates, and each of their respective directors, officers, managers, employees, members, shareholders and agents and all of their respective successors and permitted assigns (collectively, the "Indemnitees"), against, and to hold the Indemnitees harmless from, any and all judgments, expenses, fines, penalties, or other losses which may be suffered by, imposed on, or incurred by any of the Indemnitees as a result of: (a) any breach of this Addendum by Customer or its agents, subcontractors or employees and (b) Customer's violation of any laws, including, without limitation, all applicable federal, state and foreign privacy and data protection laws.

h. Customer shall provide Paciolan with reasonable access to Customer's applicable facilities, personnel and records to conduct a review of Customer's compliance with this Addendum.

5. Accertify Products and Services

The following terms and conditions shall be applicable to the Accertify (an American Express company) Fraud Mitigation Third Party Software subscription services and related Professional Services ("Accertify Products").

a. Customer shall receive custom ruleset work and semi-annual chargeback training. Training to be scheduled soon after Accertify Products enablement, upon mutual agreement of the parties. Training sessions will be provided online via the web, unless explicitly agreed upon by Customer and Paciolan. Travel expenses (airfare, meals, lodging, etc.) will be separately billed to Customer as incurred in accordance with the Agreement.

b. "Consumer Data" means all personally identifiable information and data provided by Customer to Paciolan in connection with the Accertify Products. Customer owns all Consumer Data, provided by or on behalf of Customer to Accertify via Paciolan in connection with the Accertify Products. Accertify may use the data provided by Customer solely: (a) for the purposes of provision of the Accertify Products, (b) in aggregated form, such that the identity of Customer and Customer's customers is not ascertainable; and (c) in aggregated or disaggregated form, to improve Accertify's existing products and services (including data modeling) or to develop new products, services, and models for resale to Accertify's clients. In all cases, such use shall comply with all applicable laws. Customer hereby permits Accertify to disclose all data, including transaction event data, Customer reference table data, and Consumer Data, provided by or on behalf of Customer to Accertify via Paciolan in connection with the Accertify Products to Accertify affiliates for the sole purpose of developing and providing their products and services associated with reducing fraud, provided that any and all such data is disclosed in aggregate and cannot be linked to or identify any particular individual. In all cases, such data shall not be disclosed to any unaffiliated third party or used for marketing activities directed at Customer's customers. Any data provided by or on behalf of Customer will not otherwise be disclosed to third parties other than Accertify affiliates without Customer's prior written authorization. By ordering the Accertify Products, Customer hereby instructs Accertify and its affiliates to disclose all data included in the Accertify Products to Accertify and its affiliates for the provision of the Accertify Products, for the detection of fraud in cardmember information, for detecting other improper uses of cardmember information and to take steps to prevent fraud or improper uses of cardmember information.

c. Customer shall provide the data (including Consumer Data) to Paciolan in accordance and compliance with all applicable laws and Customer's own posted privacy policies, which shall comply with all applicable laws, including, but not limited to, applicable local, state and federal privacy laws. Customer has obtained the requisite approvals, authorizations and/or consents necessary for the provision and processing of the data, including Consumer Data, via the Accertify Products as contemplated hereunder. Customer shall comply with all applicable laws, rules and/or regulations including, without limitation, laws relating to privacy and data security, with respect to Customer's use of or receipt of services from Paciolan relating to, the Accertify Products. As between the parties, Customer is responsible for the content and legality of all data provided to Paciolan, including Consumer Data, and will retain ownership of Consumer Data. Customer must not transmit to Accertify via Paciolan any data related to the health, trade union membership, racial or ethnic origin, sex life, criminal record or criminal allegations, political opinions or religious or philosophical beliefs of a data subject (sometimes referred to as sensitive data) or any other data for which transmission is prohibited by applicable law.

EXHIBIT C: INVESTMENT ADDENDUM

SOFTWARE

Qty	Description
	Paciolan Software Subscription Services
1	Ticketing Software wData Account
1	Access Management Software
1	eCommerce Software
	Third Party Software Subscription Services (also referred to as Application Services under the Agreement)
1	PAC Mail
1	Paciolan Reporting Software
1	Point2Point Encryption Annual Maintenance & Encryption (8 devices)
1	Point2Point Encryption Annual Service
1	Accertify Fraud Mitigation Tier 2 Support Services
1	TixTrack Professional

ADDITIONAL TERMS

Paciolan Software subscription services (Hosted Services)

Paciolan's hosted Software subscription services are designed to have 7x24 availability with the exception of planned downtime for System upgrades and/or periodic maintenance that will be needed to ensure effective performance of the System and corresponding applications. These activities will require the hosted services not be available to the Customer or external users for the duration of the maintenance or upgrade activity. Standard periodic maintenance will generally be performed during a standard maintenance window between 12:00am and 4:00am, Customer local time.

PAC Mail (Oracle Eloqua Cloud Services)

Paciolan will configure up to two email templates using Customer-provided creative assets. Customer will receive 1 remote training session, which may be done in a group setting. Additional training sessions or services will be billed at then current rates via a separate Statement of Work.

Cloud Services Agreement

Use of the PAC Mail Third Party Software subscription services (Application Services) shall be subject to the Oracle Cloud Services Agreement available at www.oracle.com/contracts

Cookies

Oracle, Paciolan's third party provider of the Application Services (referred to as Services under the Oracle Cloud Services Agreement and known as the Oracle Eloqua Cloud Services), may insert pixels or code into Customer emails generated and/or transmitted through the Application Services or, at Customer request or with Customer consent, into Customer websites, mobile applications or other web assets which, once activated, may cause cookies to be placed in, or read or modified from, a user's or email recipient's browser cache. In accordance with the Service Specifications (accessible at http://www.oracle.com/contracts), such pixels and cookies are used to create or modify unique identifiers and track the user's or email recipient's actions on Customer websites, mobile applications or other web assets (or as further specified in the Service Specifications) for Customer marketing and analytics purposes. Customer is responsible for making any disclosures to, and obtaining any consents from, such users and email recipients as may be required under applicable laws, rules, regulations and industry self-regulatory guidelines.

Privacy and Optional Additional Applications

The PAC Mail Third Party Software Subscription Services (Application Services) enable Customer to test the likelihood that an email will be intercepted by a receiver's spam protection service. This email testing service would be provided by a third party from the Oracle Cloud Marketplace that receives and tests email template content that Customer may provide. Customer's use of the email testing service is optional and not required for Customer use of the Application Services. Any of Your Content or Personal Data (as such terms are defined in the Oracle Cloud Services Agreement) that Customer places into the email testing service is not subject to the terms of the Oracle Hosting and Delivery Policies Services or Oracle Data Processing Agreement incorporated into the Oracle Cloud Services Agreement, and Customer is solely responsible for complying with Customer legal obligations when using this service, including laws applicable to the global transfer of Personal Data. Customer may choose to enable certain Oracle and separately licensed Third Party Services applications, connectors or modules ("Additional Applications") to enhance the features of the Application Services. The Additional Applications are available in the Apps section of settings within the Application Services and are hosted outside of the Application Services environment. Customer use of these Additional Applications is optional and not required for Customer use of the Application Services. Any of Your Content or Personal Data that Customer places into these Additional Applications is not subject to the terms of the Oracle Cloud Services Agreement, including the Oracle Data Processing Agreement and Hosting and Delivery Policies, and Customer is solely responsible for complying with Customer legal obligations when using these Additional Applications, including laws applicable to the global transfer of Personal Data.

Access Management

Customer is responsible for venue infrastructure to support system equipment storage and transport, network connectivity, and Wi-Fi signal coverage, and will procure and install any related materials, furnishings, data cabling, electrical wiring, and technology needs.

TixTrack Professional

Customer shall have access to TixTrack Professional (TTP) Software Subscription Services, which includes an unlimited number of users, unlimited scalings and unlimited number of events. Onboarding/implementation and servicing of Customer using the will be provided directly by Paciolan's third party service provider, TixTrack. Paciolan may terminate the TixTrack Subscription Service upon written notice to Customer due to permanent unavailability of the subscription services from Paciolan's service provider.

Features/Functionality

Use of any new features and/or functionality of the System made available to Customer during the Term may be subject to additional fees, which fees shall be communicated to Customer.

TRANSACTION FEES (CAD)

Description	Term
Single Ticket or Misc. Item (1) for Concerts/Family Events/Special Events	
Per Ticket Sold or Misc. Item via the System with a face value of $0.01 up to $14.99	$1.00
Per Ticket Sold or Misc. Item via the System with a face value of $15.00 up to $29.99	$2.00
Per Ticket Sold or Misc. Item via the System with a face value of $30.00 up to $59.99	$4.00
Per Ticket Sold or Misc. Item via the System with a face value of $60.00 up to $89.99	$5.00
Per Ticket Sold or Misc. Item via the System with a face value of $90.00 & above	$6.00
Note: Above fees subject to a $0.05 annual increase	
Single Ticket or Misc. Item (1) for Greyhound Hockey Events	
Per Ticket Sold or Misc. Item via e.Venue with a face value of $0.01 up to $14.99	$1.25
Per Ticket Sold or Misc. Item via e.Venue with a face value of $15.00 up to $29.99	$2.00
Per Ticket Sold or Misc. Item via e.Venue with a face value of $30.00 up to $59.99	$3.00
Per Ticket Sold or Misc. Item via e.Venue with a face value of $60.00 up to $89.99	$4.00
Per Ticket Sold or Misc. Item via e.Venue with a face value of $90.00 & above	$5.00
Note: Above fees subject to a $0.05 annual increase	
Box Office Single Ticket Item (1)	
Per Ticket Sold via Customer Box Office for Greyhound Hockey Events	$0.20
Note: Above fee subject to a $0.05 annual increase	
New Combo / Multiple Event Items / Season Tickets (2)	
Per Combo / Multiple Event Item Sold via the System for Concerts/Family Events/Special Events	$4.00
Per Combo / Multiple Event Item Sold via e.Venue for Greyhound Hockey Events	$4.00
Note: Above fees subject to a $0.05 annual increase	
Season Renewals / Application Packages (3)	
Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed)	$4.00
Note: Above fee subject to a $0.05 annual increase	
Bulk Renewal Processing	
Per Bill Plan Payment copy processed via the System	$4.00
Payment Plan Options	
Per additional payments processed via e.Venue	Waived
Electronic Transfer	
Per Single Ticket transfer processed via e.Venue	Waived
Electronic Returns	
Per Single Ticket returns processed via e.Venue	Waived
Electronic Ticket / Item Delivery from e.Venue and Back Office System (4)	
Per Order utilizing Print at Home	Waived
Per Order utilizing Patron ID Card/Device	Waived
e.Venue Guaranteed Minimum Annual Fee (5)	$22,500
Processing fee for all sales paid via credit card (6)	3.00%
Refunded Credit Card Sales: processing fees for refunded credit card sales are $0.75 per order	

1 Per Ticket or Misc./Value Item Fee is based on the purchase price of each Ticket or Misc./Value Item transacted through the System and/or e.Venue including non-ticket items such as merchandise. Zero-priced items sold will not be charged a fee.

2 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate.

3 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single Ticket or Value Item rate.

4 Fees apply to orders assigning items to an to electronic delivery method. Back Office systems include tRes and PAC7.

5 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.

6 Settlement shall occur Friday of each week for all sales that occurred the Monday through Sunday of the preceding week.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-88

REGULATIONS: A by-law to exempt the 2025 Summer Events occurring between July 17, 2025 and December 31, 2025, from the Noise Control By-law 80-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with the 2025 Summer Events occurring between July 17, 2025 and December 31, 2025 are deemed not to be in violation of By-law 80-200.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 2nd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-89

PROPERTY ACQUISITION: A by-law to authorize the acquisition of a small portion of Old Goulais Bay Road (Joseph Greco on behalf of Mark Anthony Tatasciore)

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. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule “A” attached hereto.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 2nd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE “A”

PURCHASER:	The Corporation of the City of Sault Ste. Marie
VENDOR:	Mark Anthony Tatasciore
ADDRESS:	Small Portion of Old Goulais Bay Road
LEGAL DESCRIPTION:	PIN 31508-0060 (LT) PT SEC 7 TARENTORUS AS IN T107963 EXCEPT PT 1 3925, PT 1 & 2 1R8285, T384616, T365115, T131264 BEING TRAVELLED RD; CITY OF SAULT STE. MARIE
CONSIDERATION:	The subject property is being acquired for a nominal amount of One ($1.00) Dollar. The city will be responsible for the costs associated with the acquisition of the subject property.

CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-90

PROPERTY ACQUISITION: A by-law to authorize the acquisition of a small portion of Allen Side Road (Mark Lepore on behalf of Frank Barban and Reno Gasparetto)

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. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule “A” attached hereto.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 2nd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

JG \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2025\2025-90 Allen Side Road.docx

SCHEDULE “A”

PURCHASER:	The Corporation of the City of Sault Ste. Marie
VENDOR:	Frank Barban and Reno Gasparetto
ADDRESS:	Portion of Allen Side Road
LEGAL DESCRIPTION:	PIN 31602-0229
CONSIDERATION:	The subject property is being acquired for a nominal amount of One ($1.00) Dollar. The city will be responsible for the costs associated with the acquisition of the subject property.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-91

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the construction of the early works in the ravine for the Sackville Road extension (Contract 2025-3E).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated June 2, 2025 between the City and Pioneer Construction Inc., a copy of which is attached as Schedule “A” hereto. This Contract is for the construction of early works in the ravine for the Sackville Road extension (Contract 2025-3E).

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 2nd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2025\2025-91 Sackville Road Extension Contract (2025-3E).docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
SACKVILLE ROAD EXTENSION – PHASE 1 EARLY WORKS
Contract No 2025-3E

FORM OF AGREEMENT

This Agreement, made (in triplicate) this **2nd** day of **June** in the year 2025, by and between **Pioneer Construction Inc.** , hereinafter called the **"Contractor"**,

AND

The Corporation of the City of Sault Ste. Marie, hereinafter called the **"Owner"**.

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

SACKVILLE ROAD EXTENSION - PHASE 1 EARLY WORKS
Contract No 2025-3E

which have been signed in triplicate by both parties and which were prepared by Kresin Engineering Corporation, acting as Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement (being this form of agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Standard Specifications, Standard Drawings, Tender, Supplemental General Conditions, OPSS.MUNI 100 (November 2024 version or newest), and working drawings.

3. The Contractor will complete all work in accordance with the terms of the Contract. The Owner will have quality control on site to ensure same and work must be completed to the satisfaction of the Contract Administrator within the period of the time specified. Owners' quality control inspectors will not be responsible for any other roles on site except for quality control.

4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner and, its elected officials, officers, employees, volunteers, agents, the Contract Administrator, all

respective heirs and executors, successors and assigns, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, their officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

~~7. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule "A" which forms part of this Agreement wherein.~~

8. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post addressed as follows:

Owner: The Corporation of the City of Sault Ste. Marie
c/o Engineering Division
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

The Contractor: **Pioneer Construction Inc.**
1 Ceasar Road
Sudbury, ON P3E 5P3

The Contract Administrator: Kresin Engineering Corporation
536 Fourth Line East
Sault Ste. Marie, ON P6A 6J8

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
MAYOR – MATTHEW SHOEMAKER

_____
MUNICIPAL CLERK – RACHEL TYCZINSKI

THE CONTRACTOR (Pioneer Construction Inc.)

_____
SIGNATURE

NAME:_____

I have authority to bind the corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-92

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the resurfacing of Great Northern Road (Contract 2025-6E).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated June 2, 2025 between the City and Pioneer Construction Inc, a copy of which is attached as Schedule “A” hereto. This Contract is for the resurfacing of Great Northern Road (Contract 2025-6E).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 2nd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
GREAT NORTHERN ROAD RESURFACING
Contract No 2025-6E

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 2nd day of June in the year 2025, by and between Pioneer Construction Inc. hereinafter called the **"Contractor"**,

AND

The Corporation of the City of Sault Ste. Marie, hereinafter called the **"Owner"**.

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

GREAT NORTHERN ROAD RESURFACING
Contract No 2025-6E

which have been signed in triplicate by both parties and which were prepared by The City of Sault Ste. Marie, acting as Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement (being this form of agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Standard Specifications, Standard Drawings, Tender, Supplemental General Conditions, OPSS.MUNI 100 (November 2024 version or newest), and working drawings.

3. The Contractor will complete all work in accordance with the terms of the Contract. The Owner will have quality control on site to ensure same and work must be completed to the satisfaction of the Contract Administrator within the period of the time specified. Owners' quality control inspectors will not be responsible for any other roles on site except for quality control.

4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and

for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner and, its elected officials, officers, employees, volunteers, agents, the Contract Administrator, all respective heirs and executors, successors and assigns, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, their officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule “A” which forms part of this Agreement wherein.

8. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post addressed as follows:

Owner:	The Corporation of the City of Sault Ste. Marie Engineering Division 99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6
Contractor:	Pioneer Construction Inc. 845 Old Goulais Bay Road Sault Ste. Marie, ON P6A 0B5
Contract Administrator:	The Corporation of the City of Sault Ste. Marie Engineering Division 99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

MAYOR – Matthew Shoemaker

_____

MUNICIPAL CLERK –Rachel Tyczinski

THE CONTRACTOR:

_____

SIGNATURE

NAME: _____

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-93

TEMPORARY STREET CLOSING: A by-law to permit the intermittent road closure of Great Northern Road from Third Line to Wigle Street including intersections to facilitate the resurfacing of Great Northern Road from June 3, 2025 to November 14, 2025.

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

1. **TEMPORARY STREET CLOSING OF GREAT NOTHERN ROAD BETWEEN THIRD LINE EAST AND WIGLE STREET**

   The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the intermittent closing to vehicular traffic of Great Northern Road between Third Line East and Wigle Street including intersections to facilitate the resurfacing of Great Northern Road from June 3, 2025 to November 14, 2025.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 2nd day of June, 2025.

_____

MAYOR – MATTHEW SHOEMAKER

_____

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-94

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and 2432310 Ontario Inc. (o/a Loplops) for a Licence to Occupy City Property for the 2025 Festival of Beer.

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 May 27, 2025 between the City and 2432310 Ontario Inc. (o/a LopLops), a copy of which is attached as Schedule “A” hereto. This Agreement is for a Licence to Occupy City Property for the 2025 Festival of Beer.

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 2nd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE “A”
LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 27th day of May, 2025.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the “City”)

- and –

Event Host and Main Organizer
2432310 ONTARIO INC. (OPERATING AS “LOPLOPS”) and hereinafter referred to as the “Event Organizer”

Vendor and Programming Licencees
1972703 ONTARIO INC. (OPERATING AS “BEAVERTAILS”) AND
IGNITION EATERY AND
THE DIVE GASTRO PUB (OPERATING AS “THE DIVE”) AND
OUTSPOKEN INC. (OPERATING AS “OUTSPOKEN BREWING”) AND
12132869 CANADA INC. (OPERATING AS “THE SOUP WITCH”) AND
FROMAGERIE KAPUSKOISE INC. & FRANCOIS NADEAU (OPERATING AS “FROMAGERIE KAPUSKOISE”) AND
ANGELWOOD HOMES INC. (OPERATING AS “ANGELWOOD HOMES”) AND
INTERNATIONAL 500 PROJECT, INC. (OPERATING AS “I500 SERIES”) AND
NIKKI BOUCHARD AND JOSHUA BOUCHARD (OPERATING AS “BUMBOLINA STUDIO”) AND
2766396 ONTARIO INCORPORATED (OPERATING AS “CORNOCOPIA”) AND
STEELCITY CORNHOLE LEAGUE

(herein referred to as the “Licencee”)

The City grants to the Event Organizer the right to occupy the property of the City (“City Property”) identified as a section of **Queen Street East from Brock Street to Spring Street and the Downtown Plaza,** Sault Ste. Marie, Ontario, not including any City Boulevard, Parking Bay, Sidewalk, and/or Laneway that is subject to a Licence to Occupy City Property Agreement between the City and respective Property Owner under the City’s Outdoor Patio Program, and specifically as shown and identified on Schedule “A” attached to this Licence. The Event Organizer is responsible for the entire “City Property” as it relates to this Agreement and for ensuring that the actual Event corresponds to the Event Layout and Plan marked as Schedule “A” to this Licence.

This Licence is subject to the conditions set out in Schedule “B” attached. In this Licence, the “City” means the “Council” of the City of Sault Ste. Marie and any person authorized to act on its behalf. This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED

2432310 Ontario Inc. Operating as ‘LOPLOPS’
Date: _____

_____
Name: Stephen Alexander
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Date: _____

_____
Name: MATTHEW SHOEMAKER
Position: MAYOR

_____
Name: RACHEL TYCZINSKI
Position: CITY CLERK

I HAVE THE AUTHORITY TO BIND THE CORPORATION

VENDOR AND PROGRAMMING LICENCEES

1972703 Ontario Inc. (Operating as BeaverTails)

Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

Ignition Eatery

Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

The Dive Gastro Pub, (Operating as The Dive)

Date: _____

_____
Name:

Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

Outspoken Inc. (Operating as Outspoken)

Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

12132869 Canada Inc. (Operating as The Soup Witch)

Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

Fromagerie Kapuskoise Inc. & Francois Nadeau (Operating as Fromagerie Kapuskoise)

Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

Angelwood Homes Inc. (Operating as Angelwood Homes)

Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

International 500 Project Inc. (Operating as I500 Series)

Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

Nikki Bouchard and Joshua Bouchard (Operating as Bumbolina Studio)

Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

2766396 Ontario Inc. (Operating as Cornocopia)

Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

SteelCity Cornhole League

Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY

City Property

The following structures and programming are permitted to be set up and/or conducted at the following locations on City Property on **June 14, 2025 between the hours of 8:00 am and 10:00 pm**:

The temporary structures and Programming itemized below are permitted to be on the City Property in accordance with the Event Layout and Plan represented in **"Appendix 1"**, as provided by the Event Organizer.

The City and Event Organizer acknowledge that Appendix 1 sets out the approximate location(s) of each temporary structure and elements of Programming, and that the actual set up of the temporary structures and Programming may slightly vary from the layouts set forth in Appendix 1.

The following programming is being proposed on Queen Street East and the Downtown Plaza June 14, 2025:

1. The Event Organizer has obtained a Special Occasions Permit ("SOP') from the Alcohol and Gaming Commission of Ontario ("AGCO") for the Event to Licence the entire "City Property" as shown on the Event Layout and Plan represented in Appendix 1. To that end, the Event Organizer advises that the following breweries will be participating in the Event under the Event Organizer's 'SOP' **between the hours of 12:00 p.m. and 7:30 p.m**. and subject to the terms and conditions as set out in Schedule B to this Licence to Occupy City Property Agreement:
    a. Northern Superior (Sault Ste. Marie)
    b. Outspoken (Sault Ste. Marie)
    c. Soo Falls (Sault Ste. Marie)
    d. 46 North (Sudbury)
    e. Founders Original (Toronto)
    f. Collective Arts (Hamilton)
    g. Forked River (London)
    h. Sleeping Giant (Thunder Bay)
    i. Lake of the Woods (Keewatin)
    j. Kingsville (Kingsville)
    k. Bench/Henderson (Beamsville)
    l. Full Beard (Timmins)
    m. Thompson Farms (Sault Ste. Marie)
    n. Underground (Kirkland Lake)
    o. Muskoka (Bracebridge)
    p. Crosscut (Sudbury)
    q. Little Beasts Brewing (Whitby)
    r. Canvas (Huntsville)
    s. Left Field (Toronto)

The Event Organizer shall ensure that only those breweries listed above participate in the Event.

2. The Event Organizer further advises that the following Vendor and Programming Licencees shall be participating in the Event by either selling goods and/or food to Event Attendees or conducting Programming for the Event between the hours of 12:00 p.m. and 8:00 p.m., provided that the Event Organizer and the Vendor and Programming Licencees adhere to the terms and conditions as set out in Schedule B to this Licence to Occupy City Property Agreement:
    a. BeaverTails
    b. Ignition
    c. The Dive
    d. OutSpoken
    e. The Soup Witch
    f. Fromagerie Kapuskoise
    g. Angelwood Homes
    h. I500 Series
    i. Bumbolina Studio
    j. Cornocopia
    k. SteelCity Cornhole League

    The Event Organizer shall ensure that only those business listed above participate as Vendors and/or Programmers in the Event.

3. The Event Organizer advises that a band will be performing at the Downtown Plaza. The Event Organizer is responsible for all matters, liabilities, expenses, permits, and indemnities as it relates to the band.

4. Porta Potties will be set-up for the duration of the event in the Bingham Street Parking Lot and are to be removed by 10:00 pm on June 14, 2025.

5. A combination of 10'x10' tents and 20' x 20' tents will be set-up for the Event, provided the Event Organizer adheres to all conditions as set out in Schedule B to this Licence to Occupy City Property Agreement.

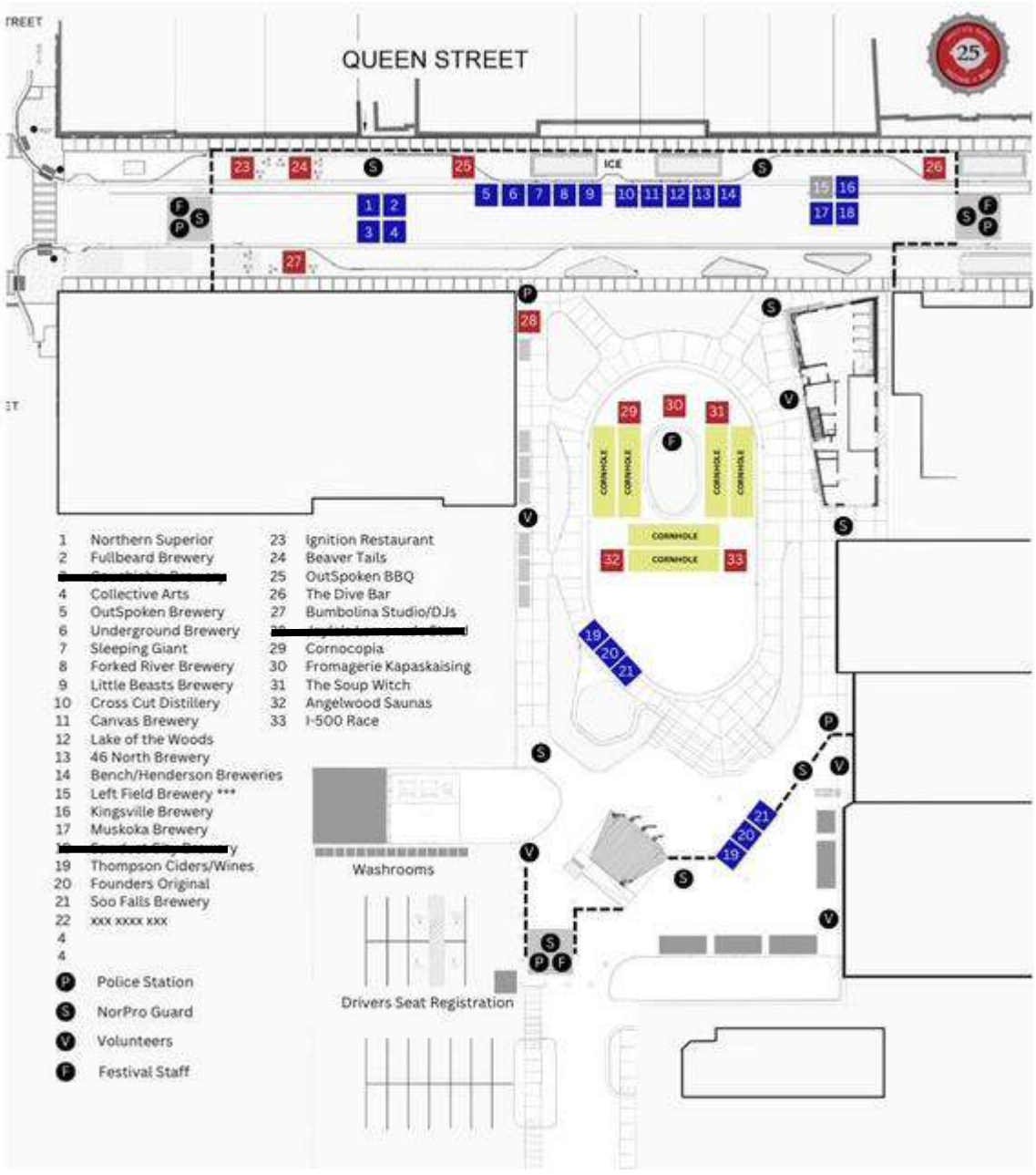
6. The Event Organizer shall ensure that all cords are covered with cable matting.

7. The Event Organizer shall ensure that all waste from the event must be removed by 10:00 pm on June 14, 2025.

8. The Event Organizer is responsible for securing the proper barricades and signage for the street closure and barricades to secure the Licensed Area and any other requirements as set out in the SOP issued by the AGCO as it relates to this Event. The Event Organizer acknowledges and agrees that the City shall not be responsible to supply, provide or set up such barricades and signage and the Event Organizer shall be responsible for all matters related thereto.

The above is collectively referred to as the "**Programming**" in this Licence Agreement.

APPENDIX 1 - EVENT LAYOUT AND MAP



APPENDIX 2 – STREET CLOSURE PLAN



SCHEDULE "B" TO
LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

Use of City Property

1. The City hereby grants permission to the Event Organizer to set up and conduct the Programming for the Event specifically enumerated in Schedule "A" to this Licence Agreement on **June 14, 2025** on **Queen Street East (from Brock Steet to Spring Street) and the Downtown Plaza**, Sault Ste. Marie, as identified in Schedule "A" to this Licence Agreement (the "City Property"), and subject to the following schedule for **June 14, 2025**:
    a. Between the hours of **8:00AM-10:00PM**, the Event Organizer may setup matters in Schedule "A" to this Licence Agreement;
    b. Between the hours of **12:00PM-8:00PM**, the Programming may carry on;
    c. Between the hours of **12:00PM-7:30PM** the Event Organizer may serve alcoholic beverages in the "Licensed Area" from the breweries identified in Scheule A #1, in accordance with the Event Organizer's SOP acquired from the Alcohol and Gaming Commission of Ontario ("AGCO"); and
    d. By the hour of **10:00PM** on **June 14, 2025**, the Event Organizer shall have completed the removal of barricades, signage, and all other matters related directly or indirectly to the Programming from City Property at their sole cost, liability and expense.

2. The Event Organizer warrants that in carrying out the Programming described in Schedule "A" to this Licence Agreement that it will comply with the following conditions regarding the temporary street closure of the City's streets as identified in the Street Closure Application:
    a. The street closure must conform to the procedures as presented in the Ontario Traffic Manual Book 7 including, but not limited to, all signage and emergency services notification requirements; and
    b. Signage and barricades shall be placed in accordance with the Road Closure Plan designed by the City's Public Works & Engineering Services Department as set forth in **"Appendix 2"** to this Licence Agreement and comply with any amendments made by the City's Public Works & Engineering Services Department and attached thereto.

3. The tent structure(s) and/or inflatable structures described in Schedule "A" to this Licence are to comply with the following conditions:
    a. The tent structure(s) must be no less than three (3m) metres (9.8 feet) away from any building or other tent structure;
    b. The tent structure(s) must be at ground level and must not be raised in any way;
    c. The tent structure(s) and Programming must provide for access and clear passage by persons using mobility aides and strollers; and
    d. The tent structure(s), inflatable bounce castle and Programming must comply with section 2.9 Tents And Air-Supported Structures, O. Reg. 213/07: Fire Code, made under *Fire Protection and Prevention Act,* 1997, S.O. 1997, c. 4.

The Event Organizer acknowledges and agrees that it is the Event Organizer's responsibility to apply for a Building Permit for any structures/tents, and any other matters related to the Event and adhere to any requirements and conditions as set out in the Building Permit. To date, the Event Organizer has not applied for a Building Permit and therefore, the Event Organizer acknowledges and agrees that the Event Layout and Plan may require adjustments depending on the results of the Building Permit Application, and certain portion(s) of the Event may not be permitted. The Event Organizer shall immediately advise the City and the AGCO of the results of its Building Permit Application and any adjustments necessary to the Event Layout and Plan following same. The Event Organizer is responsible for all matters related to the Event and for ensuring the Event itself adheres to all permits.

4. The Event Organizer warrants that in carrying out the Programming described in Schedule "A" to this Licence, the Event Organizer shall comply with the following conditions:
    a. The Event Organizer shall ensure that pedestrian traffic on the City's sidewalks will not be impeded by any aspect of the Programming;
    b. The Event Organizer shall ensure that exterior paths of travel meet the requirements of Part IV.1: Design of Public Spaces Standards of O. Reg. 191/11: Integrated Accessibility Standards under the *Accessibility for Ontarians with Disabilities Act, 2005,* S.O. 2005, c. 11; and
    c. The Event Organizer shall undertake to erect temporary ramps in areas with no existing curb ramp in order to allow access to those using mobility devices.

5. The Event Organizer agrees to comply with all City and ACGO regulations including placement of barricades to the satisfaction of the City, AGCO and fire safety.

6. The Event Organizer represents and warrants that prior to the commencement of the Event, the Event Organizer has obtained any and all required permits and has complied with any and all necessary regulations as it relates to Algoma Public Health with respect to the Programming. To that end, on or before **June 12, 2025**, the Event Organizer shall provide the City with written confirmation by facsimile or email from Algoma Public Health listing any and all permits obtained with respect to the Programming. In the event that such confirmation of permits obtained has not been received by the City, to the satisfaction of the Manager of Recreation & Culture, or his/her designate, by **June 14, 2025**, the Event Organizer acknowledge and agree that the Programming shall not proceed on **June 12, 2025** as it relates to the food vending component(s) not so confirmed and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

    CITY:

    Manager of Recreation & Culture
    The Corporation of the City of Sault Ste. Marie
    99 Foster Drive
    Sault Ste. Marie, ON P6A 5X6
    Tel: (705)759-5311
    Email : v.mcleod@cityssm.on.ca

7. The Event Organizer represents and warrants that they have submitted to the AGCO the appropriate applications required to obtain the SOP for this Event on City Property. The Event Organizer acknowledges and agrees that the Event Layout and Plan may require adjustments

depending on the results of the SOP Application and certain portions of the Event ma not be permitted. The Event Organizer shall immediately advise the City of the results of the SOP Application and is responsible for all matters related to the Event and for adhering to all AGCO requirements. The Event Organizer acknowledges and agrees that if the Event Organizer is not successful in obtaining the SOP or if it is terminated by the AGCO, the Event and Licence herein is terminated at the Event Organizer' sole liability, expense and cost. The Event Organizer represents and warrants that they have submitted to the AGCO the appropriate applications required to operate a Pop Up Patio and/or Extended Patio Area. The Event Organizer further represents and warrants that they have submitted a written form of notification of their Pop Up Patio and/or Extended Patio Area Programming for the Event to the AGCO, Algoma Public Health, the City Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the *Liquor Licence Act,* R.S.O 1990, c. L. 19.

8. The Event Organizer acknowledges and agrees that AGCO and/or the City may terminate any portion or the entirety of the Event at its sole discretion and that such termination shall be at the Event Organizer's sole liability, cost and expense without any recourse to the City.

9. The Event Organizer shall have full responsibility to ensure that they have satisfied all liquor licence requirements for the main Licensed Area (under the Event Organizer's SOP). At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Event and the main SOP. The Event Organizer and the Alcohol Service Providers shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Event Organizer and each or any of the Alcohol Service Provider(s) of such liquor licence requirements and/or approvals.

10. The Event Organizer shall:

    a. Provide the City with a copy of the Smart Serve Certificates of each and every person serving alcohol as part of the Event on or before **June 12, 2025** or that person shall not be permitted to serve alcohol at the Event;

    b. Provide the City with a copy of a Security Compliance Plan satisfactory and approved by the AGCO on or before **June 12, 2025**, failing which the Event shall be terminated;

    c. Provide at its sole liability, cost and expense all security, comprised of at least nine (9) security personnel and 3-5 City Police officers for the duration of the Event. To that end, the Event Organizer shall provide the City on or before **June 12, 2025** with a copy of its contracts with City Police and a Security Company confirming that it has made these arrangements;

    d. Provide the City with a copy of an agreement between the Event Organizer and each and every Licencee herein setting out what that Licencee is permitted to do for the Event on or before **June 12, 2025**, failing which the Event portion that relates to a Licencee that has not entered into an Agreement/provided an Agreement to the City shall not proceed; and

    e. Adhere to capacity requirements for the entire Event as set out by the City (Planning Division and AGCO),

Such written confirmation of the matters as set out in (a)-(d) shall be sent as follows:

CITY: Manager of Recreation & Culture
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X1
Tel: (705) 759-5311
Email: v.mcleod@cityssm.on.ca

11. The Event Organizer shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. The Event Organizer shall not erect any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.

Liability and Insurance

12. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of **Queen Street East or the Downtown Plaza**, such that removal of any portion or the entirety of the Event and/or the Programming is required, the Event Organizer shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.

13. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with any matters related to the Programming and/or the Event. The Event Organizer shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of all matters related directly or indirectly to the Event, the Programming/Vendors, the alcohol portions, SOP and any other matters elated directly or indirectly to same.

14. All other Licencees (other than the Event Organizer) acknowledges and agrees that they are each responsible for all costs, liabilities, and expenses related directly or indirectly to their portion of the Event and shall fully indemnify and save harmless the City from any costs, expenses and liabilities of any nature and kind incurred by the City as a result of their respective portion of the Event. Further, the Licencees shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of all matters related directly or indirectly to their Programming located on City Property.

15. All matters related to the Event are the responsibility of the Event Organizer. At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event, and the Event Organizer acknowledge and agree that they shall each indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.

16. The Event Organizer shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.

17. The Event Organizer each shall keep in force during the term of this Licence, liability insurance against claims for bodily injury, personal injury or property damage occurring on the City Property in an amount not less than Five Million ($5,000,000.00) Dollars and name the City as “Additional Insured” to same. Proof of said insurance shall be filed with the City Community Development & Enterprise Services Department on or before **June 5, 2025, failing which the Event shall not proceed.**

18. The Vendor and Programming Licencees **each** shall keep in force during the term of this Licence, liability insurance against claims for bodily injury, personal injury or property damage occurring on the City Property in an amount not less than Two Million ($2,000,000.00) Dollars and name the City as "Additional lnsured" to same. Proof of said insurance shall be in a form satisfactory to the City's Risk Manager shall be filed with the City Community Development & Enterprise Services Department on or before June 5, 2025, failing which the Event shall not proceed as it relates to that Vendor and Programming Licencee not so received by the City.

19. If any of the Licencees decide not to participate in the Event or its participation is not permitted as it does not adhere to the terms and conditions as set out herein, then that particular Licencee shall not be a party to this Licence to Occupy City Property Agreement.

Compliance with Laws

20. The Licencees shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Event Organizer with such Laws, By-Laws, Rules and Regulations.

Taxes

21. The Event Organizer shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and the Programming.

No Assignment

22. The Event Organizer shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.

Termination

23. This Licence Agreement shall terminate at **10:00PM** on **June 14, 2025**. The provisions of Paragraphs **1-23** of Schedule B and Schedule A to this Licence shall survive the termination of this Licence.