



## REGULAR MEETING OF CITY COUNCIL REVISED AGENDA

Monday, March 21, 2016

4:30 p.m.

Council Chambers  
Civic Centre

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Pages

1.	<b>ADOPTION OF MINUTES</b>	10 - 17
	Mover Councillor M. Shoemaker Seconder Councillor L. Turco	
	Resolved that the Minutes of the Regular Council Meeting of 2016 03 07 be approved.	
2.	<b>QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA</b>	
3.	<b>DECLARATION OF PECUNIARY INTEREST</b>	
4.	<b>APPROVE AGENDA AS PRESENTED</b>	
	Mover Councillor M. Shoemaker Seconder Councillor R. Niro	
	Resolved that the Agenda for 2016 03 21 City Council Meeting as presented be approved.	
5.	<b>PROCLAMATIONS/DELEGATIONS</b>	
5.1	<b>National Volunteer Week</b>	
	Elspeth Belair, Volunteer Sault Ste. Marie, Planning Committee	
5.2	<b>Change the World – Ontario Youth Volunteer</b>	
	Seth Lucenay, Change the World	
5.3	<b>World Autism Awareness Day</b>	

Kim Seabrook, representing the Sault Ste. Marie Chapter of Autism Ontario

**5.4 Parkinson Awareness Month**

Anne Laidlaw, Treasurer, Sault Ste. Marie Parkinson's support group

**5.5 Easter Seals Telethon**

Ben MacDonald, 2016 Sault Ste. Marie Easter Seals Ambassador

**5.6 Municipal Day Cares – Option 5 – Operating out of schools**

Jill Micomonaco, parent; Sarah Miller, parent; Kayla Eddy, parent and Maria Guido, Day Care staff will be in attendance regarding item 7.3.

**6. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**

Mover Councillor J. Hupponen  
Seconder Councillor L. Turco

Resolved that all the items listed under date 2016 03 21 – Part One – Consent Agenda be approved as recommended.

**6.1 Correspondence**

18 - 21

Correspondence from Mayor Provenzano to Hon. David Orazietti, Minister of Consumer and Government Services concerning the importance of the continued operation of the integrated steel production facility in Sault Ste. Marie

**6.1.1 Additional correspondence**

22 - 25

**6.2 Council Travel**

Mover Councillor J. Hupponen  
Seconder Councillor R. Niro

Resolved that Councillor Turco be authorized to travel to Toronto for two days in March to attend an AMO Board Meeting at an estimated cost to the City of \$300.

**6.3 2015 Honoraria and Expenses – Mayor & Council and Board & Committee Members**

26 - 29

A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.

Mover Councillor M. Shoemaker  
Seconder Councillor R. Niro

Resolved that the report of the Commissioner of Finance and Treasurer dated 2016 03 21 concerning 2015 Honoraria and Expenses (Mayor, Council, Board and Committee Members) be received as information.

<b>6.3.1</b>	<b><i>Amended Statement – 2015 Honoraria and Expenses</i></b>	<b>30 - 32</b>
<b>6.4</b>	<b>RFP for Specialized Services – Esposito Park Pump Track (2016CSD-04-P)</b>	<b>33 - 34</b>
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor J. Hupponen Seconder Councillor L. Turco	
	Resolved that the report of the Manager of Purchasing dated 2016 03 21 concerning RFP for Specialized Services – Esposito Park Pump Track be received and that the proposal submitted by Ontario Bike Park Construction for the provision of Specialized Services related to the construction of an asphalt paved Bicycle Pump Track at Esposito Park, as required by the Community Services Department, be approved.	
<b>6.5</b>	<b>Tender for Selected Granular Materials (2016PWT-03-T)</b>	<b>35 - 37</b>
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor M. Shoemaker Seconder Councillor R. Niro	
	Resolved that the report of the Manager of Purchasing dated 2016 03 21 be received and that the tender for the supply of Selected Granular Materials for the 2016 and 2017 seasons be awarded on an as required basis; and	
	Further that the City's requirements for Blast Furnace Slag be awarded to Superior Slag Products for a period of one (1) year at the tendered price of \$6.80 per tonne.	
<b>6.6</b>	<b>Essar Centre – Acrylic Rink Shielding</b>	<b>38 - 45</b>
	Reports of the Commissioner of Community Services and Manager of Purchasing are attached for the consideration of Council.	
	Mover Councillor J. Hupponen Seconder Councillor L. Turco	
	Resolved that the report of the Commissioner of Community Services dated 2016 03 21 concerning the Essar Centre – Acrylic Rink Shielding be received and that Council authorize allocating an additional \$12,000 from the Essar Centre Enhancement account for a total project allotment of \$102,000.	
	Mover Councillor J. Hupponen Seconder Councillor L. Turco	
	Resolved that the report of the Manager of Purchasing dated 2016 03 21 concerning RFP for Acrylic Rink Shielding be received and that the proposal submitted by Welmar Recreational Products to supply, deliver and install an	

Acrylic Rink Shielding System at the Essar Centre, as required by the Community Services Department, be approved.

**6.7 Bellevue Park Playground Donation**

46 - 49

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

Mover Councillor J. Hupponen  
Seconder Councillor R. Niro

Resolved that the report of the Manager of Recreation and Culture dated 2016 03 21 concerning the very generous donation of \$80,000 from the Rotary Club of Sault Ste. Marie for inclusive and accessible playground equipment at Bellevue Park be received and that staff be authorized to enter into an agreement with the Rotary Club of Sault Ste. Marie outlining the ownership, replacement and maintenance of the equipment.

**6.8 Bellevue Sanitary Sewer Overflow Tank Repairs**

50 - 52

A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

The relevant By-law 2016-33 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.9 Deeming Lots 106 and 109 Plan 1749 Dance Subdivision**

53 - 55

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

The relevant By-law 2016-31 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.10 Renewal of City's Insurance Program – Jardine Lloyd Thompson Canada Inc.**

56 - 76

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

Mover Councillor M. Shoemaker  
Seconder Councillor L. Turco

Resolved that the report of the City Solicitor dated 2016 03 21 concerning Renewal of City's Insurance Program be accepted and that the City's insurance package for the period February 28, 2016 to February 28, 2017 be placed with Jardine Lloyd Thompson Canada Inc. through Algoma Insurance Brokers Limited at a cost of \$1,300,000.

**6.11 Municipal Law Enforcement Officers**

77 - 82

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

The relevant By-law 2016-30 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12

## **Multi-Year Accessibility Plan**

83 - 100

A report of the Accessibility Co-ordinator is attached for the consideration of Council.

Mover Councillor M. Shoemaker  
Seconder Councillor L. Turco

Resolved that the report of the Accessibility Co-ordinator dated 2016 03 07 regarding 2016-2021 Multi-Year Accessibility Plan be received and the plan adopted.

7.

## **REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**

7.1

### **ADMINISTRATION**

7.2

### **COMMUNITY SERVICES DEPARTMENT**

7.2.1

#### **Municipal Day Cares – Option 5 – Operating out of Schools**

101 - 125

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

The 2015 11 23 report of the Day Care Review Committee and the five options identified for Council's consideration at that time are also attached for the information of Council.

Mover Councillor J. Hupponen  
Seconder Councillor L. Turco

Resolved that the report of the Commissioner of Community Services dated 2016 03 21 concerning the viability and feasibility of operating municipal daycares in schools (Option 5) be received as information.

7.3

### **ENGINEERING**

7.4

### **FIRE**

7.5

### **LEGAL**

7.6

### **PLANNING**

7.7

### **PUBLIC WORKS AND TRANSPORTATION**

7.8

### **BOARDS AND COMMITTEES**

7.8.1

#### **Downtown Association Budget**

126 - 126

The 2016 Downtown Association budget is attached for the consideration of Council.

Duane Moleni, Manager, will be in attendance.

Mover Councillor J. Hupponen  
Seconder Councillor R. Niro

Resolved that the budget of the 2016 Downtown Association be approved.

8.

**UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS  
PLACED ON AGENDA BY MEMBERS OF COUNCIL**

8.1

**Animal Control**

Mover Councillor J. Hupponen  
Seconder Councillor M. Shoemaker

Whereas the City of Sault Ste. Marie's existing dog and cat by-laws are 17 and 15 years old respectively; and

Whereas the existing by-laws provide the means to impound cats and dogs running at large, impose license fees on dog owners and enforce dangerous dog notices; and

Whereas the scope of the current by-laws only partially address the animal issues the Sault Ste. Marie and District SPCA is presented with on a daily basis; and

Whereas responsible pet ownership goes beyond confining dogs or cats to the owner's property and purchasing an annual license but rather, includes ensuring that all animals in our City are treated in a humane and responsible manner and are prevented from disturbing or harming people, animals or property; and

Whereas the Sault Ste. Marie and District SPCA has reviewed by-laws from sixty different communities and 62% of those communities surveyed have animal by-laws which contain such care provisions; and

Whereas enhancing Sault Ste. Marie's animal control by-laws to include such care provisions would be to the benefit of domestic animals, pet owners, the Sault Ste. Marie and District SPCA and the community at large,

Now Therefore Be It Resolved that the Legal Department, with assistance and input from the Sault Ste. Marie and District SPCA, review how Sault Ste. Marie's animal control by-laws could be strengthened and enhanced and report back to Council with findings and recommendations.

8.2

**Buy Canadian**

127 - 139

Mover Councillor S. Butland  
Seconder Councillor P. Christian

Whereas Buy America policies have effectively excluded Canadian Steel producers from participating in American infrastructure projects since 2008; and

Whereas International Trade Agreements often prevent federal and provincial jurisdictions from over-riding any pertinent clauses; and

Whereas the Liberal government has dedicated \$125 billion over the next ten years for Canadian infrastructure projects, supplemented by \$200-\$300 million/year from the provincial government; and

Whereas municipalities may be exempt from some/all of the restrictions which could preclude a “Buy Canadian” policy; and

Whereas Sault Ste. Marie has put into place a 10% Canadian content policy which is rarely if ever utilized; and

Whereas this policy has never been contested and could serve as precedent setting; and

Whereas any trade laws applicable to steel dumping are seemingly ineffectual and also involve considerable cost and time to pursue;

Now Therefore Be It Resolved that this resolution with information be forwarded to our Legal and Purchasing departments to determine whether or not a municipality can implement a “*Buy Canadian Act*” not dissimilar to the “*Buy America Act*”; and

Further Be It Resolved that should the results of the above prove positive that Sault Ste. Marie adopt such a policy and approach our parent organization (AMO) to endorse the Act and solicit similar resolutions from member municipalities.

### **8.3 Provincial Support for Sault Ste. Marie Steel Industry**

Mover Councillor R. Niro

Seconder Councillor P. Christian

Whereas the integrated steel mill in Sault Ste. Marie (Essar Steel Algoma, formerly Algoma Steel) has been the lifeblood of our local economy since the turn of the 20th century; and

Whereas steel production was an integral part of Ontario’s own economic development over the same period; and

Whereas approximately 8,000 people are directly and indirectly employed at Essar Steel Algoma; and

Whereas Sault Ste. Marie has approximately 8,500 pensioners whose income is dependent upon the ongoing operation of the integrated steel mill; and

Whereas Essar Steel Algoma Inc. is in receivership in accord with the *Companies’ Creditors Arrangement Act*; and

Whereas an Order of the Ontario Superior Court of Justice outlines and provides for a Sale and Investment Solicitation Process (‘SISP’) which process will dictate the disposition of the Essar Steel Algoma Inc. assets including their ongoing operation; and

Whereas a transaction that would result in the ongoing operation of the integrated steel mill in Sault Ste. Marie will likely require the significant support of the Province of Ontario; and

Whereas the ongoing operation of the integrated steel mill in Sault Ste. Marie is vital to the community,

Now Therefore Be It Resolved that City Council calls on Premier Kathleen Wynne and the Province of Ontario to commit their support to the continued operation of the integrated steel mill in Sault Ste. Marie.

**9. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION**

**10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

**11. CONSIDERATION AND PASSING OF BY-LAWS**

Mover Councillor J. Hupponen  
Seconder Councillor L. Turco

Resolved that all By-laws under item 11 of the Agenda under date 2016 03 21 be approved.

**11.1 By-laws before Council TO BE PASSED which do not require more than a simple majority**

**11.1.1 By-law 2016-30 (Parking) Municipal Law Enforcement Officers 140 - 143**

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

Mover Councillor J. Hupponen  
Seconder Councillor L. Turco

Resolved that By-law 2016-30 being a by-law to authorize the appointment of Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council on the 21st day of March, 2016.

**11.1.2 By-law 2016-31 (Subdivision Control) Dance Subdivision Lots 106 and 109 Plan 1R1749 144 - 146**

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

Mover Councillor J. Hupponen  
Seconder Councillor R. Niro

Resolved that By-law 2016-31 being a by-law to deem not registered for purposes of subdivision control certain lots in the Dance Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 21st day of March, 2016.

**11.1.3 By-law 2016-32 (Zoning) 127 Pilgrim Street 147 - 149**

Council Report was passed by Council resolution on March 7, 2016.

Mover Councillor J. Hupponen

Seconder Councillor L. Turco

Resolved that By-law 2016-32 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 127 Pilgrim Street be passed in open Council on the 21 day of March 2016.

**11.1.4 By-law 2016-33 (Agreement) Bellevue Sanitary Sewer Overflow Tank (Contract 2016-8E)**

150 - 183

A report from the Land Development and Environmental Engineer is on the Agenda.

Mover Councillor M. Shoemaker  
Seconder Councillor L. Turco

Resolved that By-law 2016-33 being a by-law to authorize the execution of an agreement between the City and Commercial Concrete Limited for repairs to the Bellevue Sanitary Sewer Overflow Tank (Contract 2016-8E) be passed in open Council on the 21st day of March, 2016.

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

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

**12. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA**

**13. CLOSED SESSION**

Mover Councillor M. Shoemaker  
Seconder Councillor R. Niro

Resolved that this Council proceed into closed session to discuss an issue under the *Companies' Creditors Arrangement Act*;

Further be it resolved that should the said closed session be adjourned, the Committee may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution.

*(Advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Municipal Act s. 239(2)(f))*

**14. ADJOURNMENT**

Mover Councillor J. Hupponen  
Seconder Councillor R. Niro

Resolved that this Council now adjourn.



## **REGULAR MEETING OF CITY COUNCIL MINUTES**

Monday, March 7, 2016

4:30 p.m.

Council Chambers

Civic Centre

**Present:** Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor S. Hollingsworth, Councillor J. Hupponen, Councillor L. Turco, Councillor M. Shoemaker, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, L. Girardi

**Absent:** Councillor S. Myers, Councillor R. Romano

**Officials:** A. Horsman, N. Apostle, J. Dolcetti, M. Figliola, N. Kenny, P. Niro, S. Schell, M. White, D. McConnell, F. Coccimiglio

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### **1. ADOPTION OF MINUTES**

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the Minutes of the Regular Council Meeting of 2016 02 22 be approved.

**Carried**

### **2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA**

### **3. DECLARATION OF PECUNIARY INTEREST**

**3.1 Councillor J. Krmpotich - Essar Steel Restructuring Community Response**

Employed by Essar Steel Algoma

**3.2 Councillor M. Bruni - Economic Development Review**

Family member is employed by Economic Development Corporation

**4. APPROVE AGENDA AS PRESENTED**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the Agenda for 2016 03 07 City Council Meeting as presented be approved.

**Carried**

**5. PROCLAMATIONS/DELEGATIONS**

**5.1 Elimination of Racial Discrimination**

Danny Krmpotich, Program Co-ordinator, Local Immigration Program was in attendance.

**5.2 Red Cross Month**

Louisa van Lith, Community Support Services Co-ordinator was in attendance.

**6. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that all the items listed under date 2016 03 07 – Part One – Consent Agenda be approved as recommended.

**Carried**

**6.1 Correspondence**

**6.1.1 Modernization of Canada's Trade Remedy System**

Correspondence from Mayor Provenzano to Minister of Finance, Hon. Bill Morneau and Minister of Innovation, Science and Economic Development, Hon. Navdeep Bains was received by Council.

**6.1.2 Economic Development Review**

Councillor M. Bruni declared a conflict on this item. (Family member is employed by Economic Development Corporation)

Correspondence from Don Mitchell, Chair and President Sault Ste. Marie Economic Development Corporation, Board of Directors was received by Council.

Correspondence from Tom Vair, Executive Director, Sault Ste. Marie Innovation Centre was received by Council.

## **6.2 Northern Avenue Environmental Assessment – Study Limits**

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the Director of Engineering Services dated 2016 03 07 concerning Northern Avenue Environmental Assessment – Study Limits be received and the recommendation to revise the west limit of the Northern Avenue Environmental Assessment to North Street be approved.

**Carried**

## **6.3 McNabb Street and MacDonald Avenue Flooding Environmental Assessment**

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the report of the Director of Engineering Services dated 2016 03 07 concerning the Notice of Completion for McNabb Street and MacDonald Avenue Flooding Environmental Assessments be received as information.

**Carried**

## **6.4 Gore Street Reconstruction**

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the report of the Director of Engineering Services dated 2016 03 07 concerning Gore Street Reconstruction be received and the recommendation to defer Bay Street and add Gore Street to the 2016 capital plan be approved.

**Carried**

## **6.5 Gore Street Streetscape Revitalization – Summary of Public Input**

The report of the Planning Co-ordinator, Downtown Development Initiatives was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Planning Co-ordinator dated 2016 03 07 concerning Gore Street Streetscape Revitalization – Summary of Public Input be received as information.

**Carried**

#### **6.6 Rental Housing Incentive Program – Part 5**

The report of the Planning Director was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Planning Director dated 2016 03 07 concerning Rental Housing Incentive Program – Part 5 be received and that City Council authorize a three year incremental tax rebate program for 342 John Street subject to:

- the municipal rebate apply only to the increase in assessment resulting from new construction, and
- after the rebate program is completed, the full municipal taxes will apply.

**Carried**

### **7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**

#### **7.1 ADMINISTRATION**

##### **7.1.1 Essar Steel Restructuring Community Response**

Councillor J. Krmpotich declared a conflict on this item. (Employed by Essar Steel Algoma)

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Chief Administrative Officer dated 2016 03 07 regarding Essar Steel Restructuring Community Response be received as information and that Council approve the City making an application through the CAO's office under the Province of Ontario's Community Adjustment Advisory program to secure resources to coordinate the City's on-going response to current economic shifts using principles described in the Community Response Action Plan of SSMEDC, City Community Plan and Corporate Strategic Plan.

**Carried**

#### **7.2 COMMUNITY SERVICES DEPARTMENT**

#### **7.3 ENGINEERING**

#### **7.4 FIRE**

## **7.5   LEGAL**

## **7.6   PLANNING**

### **7.6.1 A-4-16-Z – 127 Pilgrim Street**

Patrick Lento was in attendance on behalf of the applicant.

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the report of the Planner dated 2016 03 07 concerning rezoning Application A-4-16-Z be received and that Council approve the rezoning of the subject property from Low Density Residential Zone (R.3) to Low Density Residential Zone (R3.S) with a Special Exception) to permit a 4-plex, in addition to those uses permitted in an R3 zone, subject to the following Special Exceptions:

1. That two (2) of the required parking spaces be stacked;
2. That the north interior side yard be reduced to 1.2m (4'), for the existing building only;
3. That parking be prohibited from locating in the front yard of the subject property;
4. That the owner submits a drainage plan, to the satisfaction of the Municipal Services Engineer, or his designate, and that all drainage works proposed in the plan be completed, to the satisfaction of the Municipal Services Engineer prior to the issuance of a final occupancy permit for the proposed fourplex. The overall intent of the Drainage Plan is to direct water away from neighbouring properties

and that the Legal Department be directed to prepare the necessary by-law to effect this approval.

**Carried**

## **7.7   PUBLIC WORKS AND TRANSPORTATION**

## **7.8   BOARDS AND COMMITTEES**

## **8.   UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL**

### **8.1   Economic Development Review**

Councillor M. Bruni declared a conflict on this item. (Family member is employed by Economic Development Corporation)

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Whereas the Corporation of the City of Sault Ste. Marie (City) has a Memorandum of Understanding with the Sault Ste. Marie Economic Development Corporation (SSMEDC) dated September 28, 2009 naming the EDC as the City's lead agency on economic development; and

Whereas the City provides annual funding to the SSMEDC in the approximate amount of \$1.7 million per annum; and

Whereas the City has a Memorandum of Understanding with the Sault Ste. Marie Innovation Centre (SSMIC) dated April 12, 2010 that identifies the mission of SSMIC as, "to drive business growth, facilitate research, and commercialize innovation in globally significant areas of science and technology"; and

Whereas the City provides annual funding to the SSMIC in the amount of \$277,890 per annum; and

Whereas the City allocates an additional \$500,000.00 per annum to the Economic Development Fund (EDF) for the purposes of supporting new job creation, tax assessment and economic development projects; and

Whereas the funds allocated to the SSMEDC, SSMIC and the EDF represents the majority of the City's investment in economic development; and

Whereas the City recognizes the importance of effective economic development and the need to diversify its economy and grow its assessment base; and

Whereas the City has a responsibility to ensure that it is making the most effective and efficient use of its economic development funds;

Now Therefore Be It Resolved that City Council direct the Chief Administrative Officer to undertake an assessment, either directly and/or with the assistance of an independent third party, of the City's economic development and provide a report to Council outlining the following:

1. Best practices and models for effective economic development;
2. How the City's economic development model compares to best practices; and
3. Recommendations on what the City could and/or should be doing to ensure that its economic development efforts are producing the best results.

**Carried**

### **8.3 Notice of Motion – Buy Canadian**

Moved by: Councillor S. Butland

Seconded by: Councillor P. Christian

Whereas Buy America policies have effectively excluded Canadian Steel producers from participating in American infrastructure projects since 2008; and

Whereas International Trade Agreements often prevent federal and provincial jurisdictions from over-riding any pertinent clauses; and

Whereas the Liberal government has dedicated \$125 billion over the next ten years for Canadian infrastructure projects, supplemented by \$200-\$300 million/year from the provincial government; and

Whereas municipalities may be exempt from some/all of the restrictions which could preclude a "Buy Canadian" policy; and

Whereas Sault Ste. Marie has put into place a 10% Canadian content policy which is rarely if ever utilized; and

Whereas this policy has never been contested and could serve as precedent setting; and

Whereas any trade laws applicable to steel dumping are seemingly ineffectual and also involve considerable cost and time to pursue;

Now Therefore Be It Resolved that this resolution with information be forwarded to our Legal and Purchasing departments to determine whether or not a municipality can implement a "Buy Canadian Act" not dissimilar to the "Buy America Act"; and

Further Be It Resolved that should the results of the above prove positive that Sault Ste. Marie adopt such a policy and approach our parent organization (AMO) to endorse the Act and solicit similar resolutions from member municipalities.

- 9. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION**
- 10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**
- 11. CONSIDERATION AND PASSING OF BY- LAWS**

Moved by: Councillor J. Huppenen

Seconded by: Councillor L. Turco

Resolved that all By-laws under item 11 of the Agenda under date 2016 03 07 be approved.

**Carried**

- 11.1 By-laws before Council TO BE PASSED which do not require more than a simple majority**

### **11.1.1 By-law 2016-26 (OP) 445 Sherbourne Street**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2016-26 being a by-law to adopt Amendment No. 216 to the Official Plan for the City of Sault Ste. Marie (Soo Environmental Services Inc.) – 445 Sherbourne Street be passed in open Council this 7th day of March, 2016.

**Carried**

### **11.1.2 By-law 2016-27 (Zoning) 445 Sherbourne Street**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2016-27 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 445 Sherbourne Street (Soo Environmental Services Inc.) be passed in open Council on the 7th day of March, 2016.

**Carried**

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

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

## **12. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA**

## **13. CLOSED SESSION**

## **14. ADJOURNMENT**

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that this Council now adjourn.

**Carried**

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Mayor

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Deputy City Clerk

Christian C. Provenzano B.A., LL.B.  
Mayor



Corporation of the City of  
Sault Ste. Marie

March 15, 2016

The Honourable Minister David Orazietti  
Minister of Consumer and Government Services  
6<sup>th</sup> Floor, Mowat Block  
900 Bay Street  
Toronto, ON, M7A 1L2

Dear Minister Orazietti,

You will find attached hereto a letter that I have sent to Premier Wynne today.

I appreciate the efforts you have made to raise the matters outlined therein within your government and your caucus. The attached letter explicitly demonstrates the community's support for your efforts and emphasizes the importance of the ongoing operation of the steel production facility to our community.

I understand that MP Sheehan is arranging a meeting in Ottawa to discuss the issues that we have been jointly raising with respect to the modernization of Canada's trade law. I will be happy to participate in those meeting with you both, provided that our schedules can be coordinated accordingly. The modernization of Canada's trade laws is an important part of ensuring that the steel operation has the benefit of a competitive international environment. Notwithstanding, from my perspective the more immediately pressing matter is ensuring the preservation of the operation itself.

As you are aware, the sales and investment solicitation process ('SISP') outlined by the February 10<sup>th</sup> order of the Ontario Superior Court of Justice is entering a vital phase. The CCAA Applicant and the associated Court appointed parties will be receiving and negotiating qualified bids for the Essar Steel assets. I expect any successful transaction that results in the continued operation of the facility will require the very active participation and support of your government.

In the circumstances, I have requested the opportunity to speak with the Premier about the matter and believe that it is most appropriate that I do so in conjunction with you. I know that you have and will continue to work tirelessly on our community's behalf. I am asking for your help in arranging a brief meeting, at the Premier's convenience, whereby we could jointly communicate the importance of the continued operation of the integrated steel production facility in Sault Ste. Marie on behalf of our community.

I look forward to speaking with you further about this request and welcome you to contact me at your convenience.

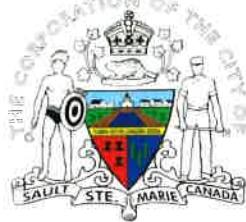
Sincerely,



Christian Provenzano  
Mayor

cc. Corporation of the City of Sault Ste. Marie City Council  
Terry Sheehan, MP Sault Ste. Marie

Christian C. Provenzano B.A., LL.B.  
Mayor



Corporation of the City of  
Sault Ste. Marie

March 15, 2016

The Honourable Kathleen Wynne  
Premier of Ontario  
Room 281, Main Legislative Building, Queen's Park  
Toronto, ON  
M7A 1A1

Dear Premier Wynne,

I am writing with respect to the *Companies' Creditor Arrangement Act* proceeding before the Ontario Superior Court of Justice involving Essar Steel Algoma Inc. ('Essar Steel'). I know that Minister Orazietti has been a strong advocate for both the steel industry in general and the integrated steel mill operation in our community and that you are well aware of the challenges that we currently face. As the Mayor of the community, I thought it was important that I voice my support for Minister Orazietti's efforts and reiterate the importance of the continued operation of the facility to our community — as it simply cannot be understated.

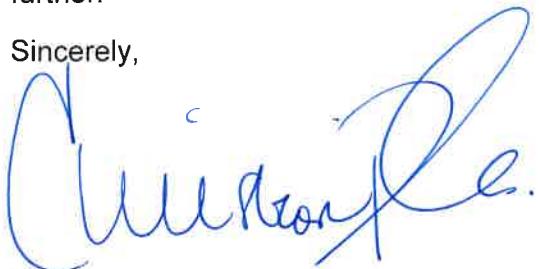
On February 10th, 2016, the Honourable Regional Senior Justice Morawetz of the Ontario Superior Court of Justice endorsed an Order regarding the sales and investment solicitation process ('SISP Order'). The SISP Order outlines the time frame and process within which Essar Steel, the Monitor, the Financial Advisor and the Chief Restructuring Officer can solicit, negotiate and ultimately accept a qualified bid for the Essar Steel assets. We are entering a vital stage of this process as the bid deadline is approaching. Based on my own assessment of the matter and talking into consideration similar situations, I expect that the Province of Ontario will be called upon to play a very significant role in a successful bid. Whatever the case, I need to emphasize that the City of Sault Ste. Marie needs the Province of Ontario to embrace this role and do whatever it can to ensure that the SISP process results in a transaction that ensures the continued operation of the steel mill in Sault Ste. Marie.

I want to stress that our community's situation is dissimilar in some important ways to the US Steel process in Hamilton that has seen the Stelco assets placed under creditor protection since September, 2014. Unlike Hamilton, Sault Ste. Marie does not have a second major steel producer that can benefit from or employ its labour force. We are not located adjacent to a metropolitan area that can provide employment opportunities for displaced workers. Given our current size, location and economic circumstances, Sault Ste. Marie simply cannot afford to lose its primary employer. We are working to diversify our economy but the loss of our major employer before we have made more progress in that regard would be a tremendous setback.

Approximately 8000 people are directly or indirectly employed through the operation of the steel mill. Additionally, approximately 8600 pensioners rely on it as a primary source of income. It is the major economic driver in our community, one of the largest employers in the region and the second largest integrated steel producer in Canada.

I would be grateful to have the opportunity to discuss this matter with you further and I would be willing to travel to Queens Park to do so at your convenience. I have sent a letter to Minister Orazietti expressing this interest and requesting his assistance in facilitating a meeting. I appreciate your consideration and hope to have the opportunity to discuss this matter with you further.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christian Provenzano".

Christian Provenzano  
Mayor

c.c. The Honourable David Orazietti, MPP Sault Ste. Marie  
Corporation of the City of Sault Ste. Marie City Council

# Malcolm White

**From:** Kim Vaudry on behalf of City Clerk  
**Sent:** Monday, March 21, 2016 12:35 PM  
**To:** Malcolm White  
**Subject:** FW: Municipal Day Care

**From:** FRED ALLINSON [mailto:[fred.allinson@shaw.ca](mailto:fred.allinson@shaw.ca)]

**Sent:** Monday, March 21, 2016 12:22 PM

**To:** Mayor Provenzano; Steve Butland; Paul Christian; Susan Myers; Sandra Hollingsworth; Judy Hupponen; Rick Niro; Lou Turco; Marchy Bruni; Frank Fata; Joe Krmpotich; Ross Romano

**Cc:** allinson, penny; City Clerk

**Subject:** Municipal Day Care

As I was looking over the report that was sent to council I began to look at the different Pros and Cons to Option 5. I found an overwhelming list of pros and I plan to list them here just to give you fast list to look from

- # 1 - Retention of high quality day cares helps attract young families to the City.
  - # 2 - The Municipal Day Cares would continue to be used as models for training other day cares.
  - # 3 - The estimated cost to the City to operate these location would be revenue neutral and perhaps even a small profit Municipality would save approximately \$ 340,000 annually.
  - # 4 - From a real estate perspective there is value to the two Municipal Day facilities could be sold.
  - # 5 - On-going capital items for the facilities would not to be addressed
    - Maycourt \$ 521,000
    - Jessie Irving \$ 603,000
    - Total \$ 1,124,000
  - # 6 - Severance packages would not be required totaling approximately \$ 480,000
  - # 7 - The City retains dedicated and skilled employees.
  - # 8 - Elimination of the economic impact due to the loss of good paying jobs and quality programs to the City
  - # 9 - Removal of the potential negative impact on the Corporate image and employee morale.
  - # 10 - When a municipality invest in child care they invest in the community. Economic benefit and employment
  - # 11 - Preserve 3 high quality day care programs.
  - # 12 - The Municipal day cares have been used as models for training.
  - # 13 - The child day cares provide safe, monitored licensed services.
  - # 14 - Quality day cares help attract young families to the Sault.
  - # 15 - Quality programs are a tool to recruit quality staff and retain them.

To address the concern that if the City was to go this route of placing the Municipal Day Cares and at some point in the future decide to divest itself of the Day Care business then any incoming Day care provider would have to deal with the union succession rights. I was involved in the negotiations between the Provincial Government, Algoma Central Railway and Wisconsin Central Railway when Wisconsin Central Railway bought Algoma Central Railway. Dealing with unions are not so bad. We are an union town and should be proud of our commitment to unions.

I also called and found out that the three Municipal Day Care are running at 98% capacity which should reflected in chart and not use the 85% which would show a larger operational cost to the City.

I hope that this will give you a quick reference to look at as all this was pulled from the report that was given to you

Truly  
Allinson  
Chairman Local 100 UNIFOR

Yours  
Fred  
Local

## Malcolm White

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**From:** Kim Vaudry on behalf of City Clerk  
**Sent:** Monday, March 21, 2016 10:05 AM  
**To:** Malcolm White  
**Subject:** FW: Municipal Child Care - Feasible and Viable

---

**From:** Lorna Connolly [<mailto:lorna.connolly@hotmail.com>]  
**Sent:** Sunday, March 20, 2016 6:54 PM  
**To:** Mayor Provenzano; Steve Butland; Paul Christian; Susan Myers; Sandra Hollingsworth; Judy Huppenen; Matthew Shoemaker; Rick Niro; Lou Turco; Marchy Bruni; Frank Fata; Joe Krmpotich; Ross Romano  
**Cc:** City Clerk  
**Subject:** Re: Municipal Child Care - Feasible and Viable

Revised email -

Dear Mayor Provenzano and Council, Municipal government has a responsibility to maintain stability in the workforce and grow our economy. City council needs to recognize that an investment in children and families and the professionals working in the child care sector demonstrates that Sault Ste. Marie is a city with integrity that needs to be directly involved and an integral part in building a supportive, caring and kind community where families can access the services they need.

We are also looking at a female-dominated workplace that are presently earning professional pay for professional work. It is important that the city remains as a leader in this issue. Allowing the child care spaces to be administered by another child care operator in the community will not guarantee that full-time permanent positions, for women and men, with professional wages, pensions and benefits, will be created. Careers working with our youngest citizens should have the stability and financial compensation which demonstrate that the care and learning of children is valued by our society.

As a direct operator of child care, the city will be well-positioned to be actively involved with the national child care network that is being explored by the federal government and work collaboratively with the provincial government with their initiative to have child care offered in school communities. We would have a true example of all three levels of government working together to allow families to work and/or attend post-secondary education and have their children receive early learning child care in one location by registered early childhood educators.

Given that we do not have all the information, including financials, related to the federal child care framework, this is not the time in the evolution of child care and early learning, for city council to deem that it is not viable to directly administer child care services. Re-location to schools has been reported as feasible by city staff. May the city be the leader for all levels of government to make municipal child care in community schools a viable option for Sault Ste. Marie.

The municipality can proudly promote itself as a progressive community that values their employees and works inclusively with the entire child care sector to provide needed services to grow the economy.

I respectfully appreciate that Mayor, Council and City Staff have allowed time to gather detailed information related to delivering municipal child care. It is important to make an informed decision. I request that you look

to the future and embrace the national movement to enhance child care! It is our ethical responsibility to nurture the next generation. It is also an employment strategy to enhance the economy and demonstrate that the City of Sault Ste. Marie is where we want to live, work and raise our families because there are opportunities for good-paying jobs and needed municipally-delivered services.

Thank you for considering my perspective,

Lorna Connolly Beattie

705-946-9872

[lorna.connolly@hotmail.com](mailto:lorna.connolly@hotmail.com)



## COUNCIL REPORT

March 21, 2016

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Shelley J. Schell, CPA, CA, Commissioner of Finance and Treasurer  
**DEPARTMENT:** Finance Department  
**RE:** 2015 Honoraria and Expenses – Mayor & Council and Board & Committee Members

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### PURPOSE

The purpose of this report is to provide a summary of Mayor & Council and Board & Committee Members Honoraria and Expenses paid during 2015 in accordance with Section 284(1) of The Municipal Act.

### BACKGROUND

This report is provided annually to Mayor and Council.

### ANALYSIS

Honoraria and expenses are within the approved budget.

### IMPACT

Not applicable.

### STRATEGIC PLAN

Not applicable.

### RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Finance and Treasurer dated 2016 03 21 concerning 2015 Honoraria and Expenses (Mayor, Council, Board and Committee Members) be received as information.

Respectfully submitted,

A handwritten signature in black ink that reads "Shelley Schell".

Shelley J. Schell, CPA, CA  
Commissioner of Finance & Treasurer

The Corporation of the City of Sault Ste. Marie  
Finance Department

**Summary of Honoraria and Expenses paid during 2015  
for Mayor & Council, Board and Committee Members**

Sec. 284(1) The Municipal Act

By-law 2011-39

**Mayor**

C. Provenzano	- Honorarium	70,896.96
	- Car Allowance	4,644.63
	- Travel - Conference	2,103.72
	- Other City Business - Meetings	<u>2,390.71</u> 80,036.02

**Councillors**

M. Bruni	- Honorarium	22,783.57
	- Car Allowance	<u>2,579.39</u> 25,362.96
S. Butland	- Honorarium	22,783.57
	- Car Allowance	2,579.39
	- Travel - Conference	<u>2,111.19</u> 27,474.15
P. Christian	- Honorarium	22,783.57
	- Car Allowance	<u>2,579.39</u> 25,362.96
F. Fata	- Honorarium	22,783.57
	- Car Allowance	<u>2,579.39</u> 25,362.96
J. Hupponen	- Honorarium	22,783.57
	- Car Allowance	2,579.39
	- Travel - Conference	<u>1,955.65</u> 27,318.61
J. Krmpotich	- Honorarium	22,783.57
	- Car Allowance	<u>2,579.39</u> 25,362.96

**Summary of Honoraria and Expenses paid during 2015  
for Mayor & Council, Board and Committee Members**

S. Myers	- Honorarium	22,783.57	
	- Car Allowance	2,579.39	
	- Travel - Conference	1,991.68	<u>27,354.64</u>
R. Niro	- Honorarium	22,783.57	
	- Car Allowance	2,579.39	<u>25,362.96</u>
R. Romano	- Honorarium	22,783.57	
	- Car Allowance	2,579.39	<u>25,362.96</u>
T. Sheehan	- Honorarium	15,741.90	
	- Car Allowance	1,718.16	
	- Travel - Conference	96.67	
	- Other City Business - Meeting	521.61	<u>618.28</u>
M. Shoemaker	- Honorarium	22,783.57	
	- Car Allowance	2,579.39	<u>25,362.96</u>
L. Turco	- Honorarium	22,783.57	
	- Car Allowance	2,579.39	
	- Travel - Conferences	3,991.05	
	- Executive Meetings	514.25	<u>29,868.26</u>

**Association of Municipalities of Ontario (AMO) Board**

Councillor L. Turco - Expenses paid by AMO	1,217.41
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**Federation of Northern Ontario Municipalities (FONOM) Board**

Mayor C. Provenzano - Expenses paid by FONOM	0.00
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**Summary of Honoraria and Expenses paid during 2015  
for Mayor & Council, Board and Committee Members**

<b>Committee of Adjustment</b>		By-law 2011-39
F. DelBosco	- Honorarium	1,017.42
R. Dumanski	- Honorarium	114.12
A. Gualazzi	- Honorarium	1,206.74
S. Farrell	- Honorarium	989.04
J. Moore	- Honorarium	989.04
A. Rossi	- Honorarium	874.92
<b>Committee of Revision</b>		By-law 2011-39
N. Bailey	- Honorarium	0.00
S. Mendes	- Honorarium	0.00
<b>Fence Viewers Committee</b>		By-law 2011-39
F. DelBosco	- Honorarium	25.00
L. Robibaro	- Honorarium	25.00
R. O'Neill	- Honorarium	25.00
<b>Police Services Board</b>		By-law 2011-39
Judge J. Greco	- Honorarium	960.68
J.A. Bruno	- Honorarium	857.75
D. Hilsinger	- Honorarium	68.62
I. MacKenzie	- Honorarium	79.19
P. Mick	- Honorarium	1,958.61
B. O'Neill	- Honorarium	343.10
R. Ten Brinke	- Honorarium	1,799.98
<b>Residential Standards Committee</b>		By-law 2011-39
N. Bailey	- Honorarium	34.14
L. Robibaro	- Honorarium	41.20

The Corporation of the City of Sault Ste. Marie  
Finance Department

**Summary of Honoraria and Expenses paid during 2015  
for Mayor & Council, Board and Committee Members**

Sec. 284(1) The Municipal Act

By-law 2011-39

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**Association of Municipalities of Ontario (AMO) Board**

Councillor L. Turco - Expenses paid by AMO 1,217.41

**Federation of Northern Ontario Municipalities (FONOM) Board**

Mayor C. Provenzano - Expenses paid by FONOM 0.00

**Summary of Honoraria and Expenses paid during 2015  
for Mayor & Council, Board and Committee Members**

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## COUNCIL REPORT

March 21, 2016

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Tim Gowans, Manager of Purchasing  
**DEPARTMENT:** Finance Department  
**RE:** RFP for Specialized Services – Esposito Park Pump Track  
(2016CSD-04-P)

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### PURPOSE

Attached hereto for information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for the provision of Specialized Services related to the construction of an asphalt paved Bicycle Pump Track at Esposito Park as required by the Community Services Department. Staff is seeking Council approval of the Evaluation Committee's recommendation.

### BACKGROUND

A report submitted by the Commissioner of Community Services for the February 22, 2015 Council Agenda advised Council that the Pump Track project has been in the development stage for just over two years.

The Request for Proposal for the provision of the Specialized Services portion of the project was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 5:00 p.m. on February 15, 2016.

### ANALYSIS

Proposals from three (3) proponents were received prior to the closing date:

Ontario Bike Park Construction, Guelph, Ontario  
PumpTrax USA, Gahanna, Ohio  
Velosolutions GmbH, Jenaz, Switzerland

The proposals received have been evaluated by a committee comprised of staff from the Community Services Department and the Purchasing Division – Finance Department; with the assistance of the consultant, Mike Kresin (Kresin Engineering Corporation).

Report to Council – Specialized Services – Esposito Park Pump Track

2016 03 21

Page 2

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Ontario Bike Park Construction of Guelph, Ontario. Ontario Bike Park Construction has recently constructed bicycle pump tracks in Brockville and Toronto.

**IMPACT**

The proposed cost for the Specialized Services related to the construction of the Pump Track is \$53,900.00 plus HST; consisting of \$8,200.00 for design and \$45,700.00 for services during construction. Construction costs will be incurred as part of the overall expansion of the City's Hub Trail – Etienne Brule Extension Project.

Funding is in place for the Pump Track in the amount of \$250,000.00 - \$175,000.00 approved by Council (2013, 2014); and \$75,000.00 in private sector funding.

**STRATEGIC PLAN**

The Bicycle Pump Track and Hub Trail are referenced under Strategic Direction 3: Enhancing Quality of Life, Objective 3A – Recreational/Cultural Infrastructure.

**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2016 03 21 be received, and the recommendation that the proposal submitted by Ontario Bike Park Construction for the provision of Specialized Services related to the construction of an asphalt paved Bicycle Pump Track at Esposito Park as required by the Community Services Department, be approved.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing

TG:nt



## COUNCIL REPORT

March 21, 2016

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Tim Gowans, Manager of Purchasing  
**DEPARTMENT:** Finance Department  
**RE:** Tender for Selected Granular Materials (2016PWT-03-T)

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### PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Selected Granular Materials as required by the City Corporation, for the 2016 and 2017 seasons. Staff is seeking Council approval of the tender recommendation.

### BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held March 1, 2016 with the City Solicitor in attendance.

### ANALYSIS

The tenders received have been thoroughly evaluated and reviewed, taking into consideration pit locations, job requirement locations and prices, with the Commissioner of Public Works and Transportation. We have determined that issuing a Standing Order to each firm, and using the different pit locations with reference to the job site location, along with the lowest tendered price, will best suit the construction needs of the Works Centre.

Also included on the summary is the pricing submitted by the sole supplier, for an alternative granular product, for which there is a need in certain construction applications.

### IMPACT

Funding for the purchase of various Granular Materials as required will be drawn from various Construction Accounts.

**STRATEGIC PLAN**

Purchase of Granular Materials is not an activity listed in the Corporate Strategic Plan.

**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2016 03 21 be received and the recommendation that the tender for the supply of Selected Granular Materials for the 2016 and 2017 Seasons be awarded on an as required basis, be approved. Staff will use all pricing supplied, along with the City job site location and availability determined by the Public Works Commissioner and his staff, for the lowest cost rating for each job as they arise, based on the submitted pricing.

Further that the recommendation that the City's requirements for Blast Furnace Slag be awarded to Superior Slag Products, for a period of one (1) year at their tendered price of \$6.80 per tonne, be approved.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing

TG:nt

**FINANCE DEPARTMENT  
PURCHASING DIVISION  
BUDGET: DRAWN FROM VARIOUS CONSTRUCTION ACCOUNTS**

**Received: March 1, 2016  
File: 2016PWT-03-T**

**SUMMARY OF TENDERS  
SELECTED GRANULAR MATERIALS (PRICES AT PITS)**

<u>Product Description</u>	<u>Ellwood Robinson Ltd.</u> <u>Sault Ste. Marie, ON</u>		<u>Palmer Construction Group Inc.</u> <u>Sault Ste. Marie, ON</u>		<u>Pioneer Construction Inc.</u> <u>Sault Ste. Marie, ON</u>		<u>Possamai Construction</u> <u>Sault Ste. Marie, ON</u>		<u>Superior Slag</u> <u>Sault Ste. Marie, ON</u>
	<u>First Year Firm</u> <u>Pricing Per Tonne</u>	<u>Second Year Firm</u> <u>Pricing Per Tonne</u>	<u>First Year Firm</u> <u>Pricing Per Tonne</u>	<u>Second Year Firm</u> <u>Pricing Per Tonne</u>	<u>First Year Firm</u> <u>Pricing Per Tonne</u>	<u>Second Year Firm</u> <u>Pricing Per Tonne</u>	<u>First Year Firm</u> <u>Pricing Per Tonne</u>	<u>Second Year Firm</u> <u>Pricing Per Tonne</u>	<u>One Year Firm</u> <u>Pricing Per Tonne</u>
Granular "B"	\$3.45	\$3.50	\$4.30	\$4.40	\$3.42	\$3.52	\$3.50	\$3.50	
22.4 mm Granular "A"	\$9.15	\$9.15	\$9.45	\$9.65	\$8.10	\$8.34	\$7.45	\$7.45	\$6.80
Sewer Bedding and Cover Material	\$5.65	\$5.65	\$5.60	\$5.75	\$6.50	\$6.70	\$4.85	\$4.85	(Alternate-Slag Product)
13.2 mm Class 1 Washed Stone Chips	No Bid	No Bid	\$39.35	\$40.15	\$35.75	\$36.82	No Bid	No Bid	
37.5 mm Clear Stone	No Bid	No Bid	\$29.55	\$30.15	\$24.22	\$24.95	\$22.75	\$22.75	
Pit Location:	Gran. B-Caldwell Gran A-Osidak Sewer Bedding-Spadoni		1673 Third Line West		845 Old Goulais Bay Rd.		Maki Road		
Remarks:	No bid for quantities greater than 20,000 tonnes								

Note: Applicable taxes are extra. Transportation of material at additional cost by the City's forces.

Orders will be issued to the Bidder only after the lowest cost rating is determined by using their tendered prices plus transportation costs to each City job site as required.

**It is my recommendation that Standing Orders be issued to all Vendors, with no guarantee to any one firm.**

Tim Gowans  
Manager of Purchasing



## COUNCIL REPORT

March 21, 2016

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Nicholas J. Apostle, Commissioner of Community Services  
**DEPARTMENT:** Community Services Department  
**RE:** Essar Centre – Acrylic Rink Shielding

---

### PURPOSE

The purpose of this report is to seek Council's approval to provide funding for the shortfall in the acrylic rink shielding project at the Essar Centre. Staff's recommendation is to fund the shortfall from existing funds in the Essar Centre Enhancement account.

### BACKGROUND

The Essar Centre is hosting a preseason National Hockey League exhibition game between the Carolina Hurricanes and the Buffalo Sabres. A requirement for hosting this game is that the arena must have an acrylic glass system including an energy management sleeve. Both of these items provide enhanced player safety.

At the November 23, 2015 meeting Council approved up to \$90,000 for the supply and installation of an acrylic glass system at the Essar Centre (report attached). The funds were earmarked from the Essar Centre Enhancement Project account which had a balance of \$120,000.

A Request for Proposal (RFP) process was initiated. Elsewhere on Council's agenda is a report from the Manager of Purchasing detailing the results of the RFP.

### IMPACT

The cost of the acrylic glass system detailed in the recommended proponent's proposal is \$98,023. This amount is approximately \$8,000 over the estimated cost of \$90,000.

Funding for this project is from the Essar Centre Enhancements project. Prior to this project the account had a balance of \$120,000. Staff is recommending that

Report to Council – Essar Centre – Acrylic Rink Shielding

March 21, 2016

Page 2.

Council authorize allocating an additional \$12,000 from this account for a total project cost of \$102,000. This amount will cover the cost of the project and should allow for any minor repairs that may have to be addressed once the supplier commences work.

**STRATEGIC PLAN**

This matter is not specifically identified in the Corporate Strategic Plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Community Services dated March 21, 2016, concerning the Essar Centre – Acrylic Rink Shielding be received and further that Council authorize allocating an additional \$12,000 from the Essar Centre Enhancement account for a total project allotment of \$102,000.

Respectfully submitted,



Nicholas J. Apostle, Commissioner,  
Community Services Department



## COUNCIL REPORT

November 23, 2015

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Nicholas J. Apostle  
**DEPARTMENT:** Community Services Department  
**RE:** Essar Centre – Arena Glass

---

### PURPOSE

The purpose of this report is to advise Council of changes to arena glass systems.

As a result of these changes staff is recommending retrofitting the Essar Centre arena glass system to an acrylic system with funding being allocated from the Essar Centre Enhancement Project budget.

### BACKGROUND

The Essar Centre presently has a tempered glass system. It is an excellent product from the spectators' point of view. When in place it is easy to maintain however, it weighs a considerable amount and is therefore cumbersome to handle when the arena has to change-over to a concert or event configuration.

The arena glass is removed and replaced several times during the year in order to accommodate special events/concerts. There are safety issues associated with this process as well as an increase in glass breakage.

The present system is compliant with Ontario Hockey League (OHL) standards. The Soo Greyhounds are an OHL member team.

The National Hockey League has mandated that their arenas, and any arenas that host pre-season games, have the following in place:

- acrylic glass throughout the arena
- curved acrylic panels attached to an "energy-managing sleeve" at termination points
- recessed and padded termination posts that are attached only to glass that is perpendicular to the boards

## **ANALYSIS**

Although the acrylic glass system is not presently required by the Ontario Hockey League/Soo Greyhounds, we have been advised that it will be in the very near future and possibly as early as next season.

The improvements associated with acrylic glass are:

- Flexible and ‘forgiving’ for increased player safety and comfort
- Outstanding impact resistance for increased safety – does not shatter like glass
- Enhanced optical performance for improved spectator viewing
- Abrasion resistant for less marring
- Weighs 100 lbs less per pane than glass
- Faster changeovers save time and reduce costs by 50% or more
- Easy to clean with commercial cleaners
- Simple on site fabrication for camera portals and rink entrances

In addition, the “energy-managing sleeve”, increases player safety. (See *photo attached*)

Sport tourism is a substantial revenue generator for the Essar Centre and the City in general. Replacing the existing glass system with the acrylic arena glass and the “energy-managing sleeve” will ensure we are able to bid/host professional national and international hockey events.

The World Under-17 Hockey Challenge will be held at the Essar Centre from October 28 to November 6, 2016. Although the acrylic glass system is not a requirement for this event, it certainly will provide enhanced player safety.

## **IMPACT**

A cost to supply acrylic glass and the “energy-management sleeve” was obtained from a supplier and is estimated to cost between \$80,000 \$90,000. Installation would be done by arena staff.

There is approximately \$120,000 remaining in a recent Essar Centre project (Essar Centre Enhancements) budget that was established to fund items related to hosting events.

## **STRATEGIC PLAN**

This matter is not specifically mentioned in the Corporate Strategic Plan.

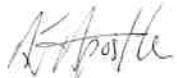
Report to Council – Essar Centre – Arena Glass  
2015 11 23  
Page 3.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Community Services dated November 23, 2015, concerning installation of an acrylic glass system, at the Essar Centre, to NHL standards, be received and that the estimated cost of between \$80,000 and \$90,000 be allocated from the previous Essar Centre Enhancement Project budget, be approved.

Respectfully submitted,



Nicholas J. Apostle  
Commissioner, Community Services

'energy management sleeve'





## COUNCIL REPORT

March 21, 2016

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Tim Gowans, Manager of Purchasing  
**DEPARTMENT:** Finance Department  
**RE:** RFP for Acrylic Rink Shielding (2016CSD-AR-01-P)

---

### PURPOSE

Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for the supply, delivery and direction of installation of Acrylic Rink Shielding for the ice surface at the Essar Centre, as required by the Community Services Department. Staff is seeking Council approval of the Evaluation Committee's recommendation.

### BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on February 26, 2016.

### ANALYSIS

Proposals from two (2) proponents were received prior to the closing date:

Athletica Sport Systems Inc., Waterloo, ON  
Welmar Recreational Products, Guelph, ON

The proposals received have been evaluated by a committee comprised of staff from the Community Services Department and the Purchasing Division – Finance Department.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Welmar Recreational Products of Guelph, ON. The acrylic system proposed has been approved for use in NHL facilities.

**IMPACT**

The proposed cost for the supply, delivery and installation of the Acrylic Rink Shielding is \$98,023.00 plus HST.

A report of the Commissioner of Community Services concerning the sources of funding for this project appears elsewhere on the Council Agenda.

**STRATEGIC PLAN**

Provision of Acrylic Rink Shielding is not an activity listed in the Corporate Strategic Plan.

**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2016 03 21 be received, and the recommendation that the proposal submitted by Welmar Recreational Products to supply, deliver and install an Acrylic Rink Shielding System at the Essar Centre, as required by the Community Services Department, be approved.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing

TG:nt



## COUNCIL REPORT

March 21, 2016

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Virginia McLeod, Manager Recreation & Culture  
**DEPARTMENT:** Community Services Department  
**RE:** Bellevue Park Playground Donation

---

### PURPOSE

The purpose of this report is to inform Council that the Rotary Club of Sault Ste. Marie (Club) intends to very generously donate \$80,000 for the purchase of inclusive and accessible playground equipment at Bellevue Park. Staff recommends that Council accept the donation and authorize staff to enter into an agreement to outline both entities responsibilities.

### BACKGROUND

In the past the Club has given generously towards playground equipment at Bellevue Park.

In 2015 the Club donated \$10,000 towards sensory playground equipment at Bellevue Park. The equipment will be installed later this spring.

In February 2016 the Club acknowledged that they would donate an additional \$80,000 for playground equipment at Bellevue Park to enhance opportunities for inclusive and accessible play. The Parks Division of the Public Works & Transportation Department would provide installation within their existing budget.

### ANALYSIS

The Club's donation would allow for inclusive and accessible playground equipment that would enhance physical and social experiences. The additional playground equipment would complement the new sensory playground equipment and be located in the same area of the park thus offering more variety of play options. Play equipment purchased through this donation will not duplicate play features that presently exist at the park.

The new area would include soft tile surfacing and focus on motion play and challenge circuits that would include features that require climbing, pulling, balance, hanging and imagination with a component targeting exceptionalities.

The City's Donation Policy (attached) was followed. Staff's recommendation is that Council authorize staff to enter into an agreement with the Club with regards to ownership, replacement and maintenance of the equipment for this play area.

A commemorative sign would be placed at this play area acknowledging the donation by the Club

### **IMPACT**

The estimated project cost including in-kind services is \$90,000.

The Club's donation of \$80,000 would cover the cost to supply all of the play equipment and features, as well as the matting system.

The Parks Division would provide in-kind service of approximately \$10,000 for site preparation and installation of the equipment. This cost can be accommodated within their existing budget.

The ongoing maintenance costs would be negligible as maintenance is already performed on the existing playground features at this park.

### **STRATEGIC PLAN**

This project is not specifically identified in the Corporate Strategic Plan.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture concerning the very generous donation of \$80,000 from the Rotary Club of Sault Ste. Marie for inclusive and accessible playground equipment at Bellevue Park be received and the recommendation that staff be authorized to enter into an agreement with the Rotary Club of Sault Ste. Marie outlining the ownership, replacement and maintenance of the equipment, be approved.

Respectfully submitted,



Virginia McLeod,  
Manager, Recreation & Culture

Recommended for approval,



Nicholas J. Apostle,  
Commissioner of Community Services



# INFORMATION MANUAL

D-IV-34

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<b>Subject:</b>	<b>DONATION POLICY – CITY PARKS AND RECREATION</b>
<b>Department/Division:</b>	Community Services Department & Public Works and Transportation Department
<b>Source:</b>	Commissioner/Manager of Recreation & Culture
<b>Date:</b>	2015 02 23

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**PURPOSE** The following policy guides the acceptance and administration of monetary and in-kind donations made to the Corporation of the City of Sault Ste. Marie in support of Parks and Recreation.

**PROCEDURE** A Donor is required to provide a written submission to the Commissioner of Community Services Department detailing their proposed donation including relevant background information.

A meeting will be co-ordinated with the donor and appropriate City staff to review and clarify details of the donation and parameters outlined in the City's Donation Policy.

**PROCESS** A time line will be developed by City staff detailing the review process based on the information gathered during the meeting between City staff and the Donor.

Community Services Department staff will meet with appropriate City Departments and Committees of Council regarding the project details. These departments could include:  
Public Works and Transportation  
Engineering and Planning  
Legal  
Finance  
Parks & Recreation Advisory Committee

Additional consultation may be necessary depending on the nature of the donation such as community open houses. These consultation sessions will be identified in the time line.

It is understood that some donations could create future expenses to the Corporation. This will be identified during the assessment stages. Projects that have ongoing expenses may be categorized as partnerships requiring cost sharing agreements with the donor. Projects that commit the City to ongoing expenses will require the approval of City Council.



# INFORMATION MANUAL

D-IV-34

**Subject:** DONATION POLICY – CITY PARKS AND RECREATION

**Department/Division:** Community Services Department & Public Works and Transportation Department

**Source:** Commissioner/Manager of Recreation & Culture

**Date:** 2015 02 23

Page: 2 of 2

## DONATION OPTIONS

Donors may choose to give to parks and recreation for a variety of purposes. Programs are available to donate in memory of a loved one which include:

- Commemorative Bench at Bellevue Park
- Rose Garden at Bellevue Park
- Commemorative Tree at the Cemetery
- Commemorative Brick at the Old Stone House

Donors may also choose to direct monetary or in-kind donations to specific City projects that support the goals and objectives of the Parks and Recreation Master Strategy or other Parks and Recreation projects approved by City Council.

If a financial donation is provided to the City of Sault Ste. Marie for general Recreation and Parks usage it will be directed to the Parks and Recreation Reserve Fund for future developments that support the goals and objectives of the Parks and Recreation Master Strategy.

## RECOGNITION

Commemorative donations will be recognized with an inscription of the person(s) to be commemorated on a plaque or inscribed in a brick. Monetary or in-kind donations will be recognized with the donors name inscribed on a plaque at the project site.

## FINAL RECOMMENDATION

The Commissioner of Community Services or designate will submit a report with recommendations to City Council for final approval. The donor will receive a copy of the report.



## COUNCIL REPORT

March 21, 2016

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Land Development and Environmental Engineer  
**DEPARTMENT:** Engineering and Planning Department  
**RE:** Bellevue Sanitary Sewer Overflow Tank Repairs

---

### PURPOSE

The purpose of this report is to obtain approval to award Contract 2016-8E, Bellevue Sanitary Sewer Overflow Tank repairs.

### BACKGROUND

On March 24, 2014 Council approved inspections at the Bellevue Sanitary Sewer Overflow and Pim Street Pump Station locations. The Bellevue SSO tank inspection is complete, and several recommendations for repairs were recommended, including bolt replacement, pipe hangers, and concrete repair.

### ANALYSIS

Two (2) tenders were received, and were found to be complete. The results are summarized in the attached report. The tenders that were received, including HST, are as follows:

- \$49,381.00 was received from Commercial Concrete Limited, and;
- \$79,819.81 was received from George Stone and Sons.

The Consulting Engineer recommends entering into a contract with Commercial Concrete Limited. Contract completion is anticipated prior to June 30, 2016, subject to weather conditions.

### IMPACT

When recoverable HST is removed, the City's cost to complete this project is projected to be approximately \$44,500, to be funded from the sanitary sewer account. The project is within the annual emergency fund budget allowance.

### STRATEGIC PLAN

The Bellevue Tank SSO repairs, although not specifically mentioned in the Strategic Plan, is linked to Strategic Direction 1: Developing Solid Infrastructure.

Bellevue Sanitary Sewer Overflow Tank Repairs

2016 03 21

Page 2

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated March 21, 2016 concerning the Bellevue Tank Sanitary Sewer Overflow repairs be received and the recommendation that Commercial Concrete Limited be awarded the contract be approved.

By-law 2016-33 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Recommended for approval

*C. Taddo*

Catherine Taddo, P. Eng.  
Land Development and  
Environmental Engineer



Jerry Dolcetti, RPP  
Commissioner of Engineering and  
Planning

March 10, 2016

Project No. 13174

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

**Attention:** Catherine Taddo, P. Eng.  
**Land Development & Environmental Engineer**

**Subject:** Bellevue SSO Tanks 2016 Repairs, Contract 2016-8E

We received two tenders. Both were in order.

The first from George Stone and Sons was for \$70,635  
The second from Commercial Concrete was for \$43,700

The tenders have been checked for correctness and inclusion of all required submissions

Our recommendation is to accept the tender and enter into a contract with Commercial Concrete.

Please contact me if you have any questions or concerns.



Dan Bertolo  
Senior Technologist



## COUNCIL REPORT

March 21, 2016

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel  
**DEPARTMENT:** Legal Department  
**RE:** Deeming Lots 106 and 109 Plan 1749 Dance Subdivision

---

### PURPOSE

The purpose of this report is to bring to Council a request received from the owner of Lots 106 and 109 Plan 1749, Dance Subdivision.

### BACKGROUND

The owner of Lot 106 Plan 1749 and Part Lane Plan 1749 being Part 5 1R9157, Parts 1 and 2 1R6579 and Lot 109 Plan 1749 and Part Lane Plan 1749 being Part 2 1R9157, Dance Subdivision has requested that the City pass a deeming by-law under Section 50(4) of the *Planning Act* for Lots 106 and 109 Plan 1749, Dance Subdivision. The effect of the Deeming By-law, once it is registered on title, would be that this property would be treated as one block of land and could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

The request for the deeming by-law was made in an effort to correct a situation where a shed located at 292 Farwell Terrace (Lot 109 Plan 1749) is accessory to the dwelling located at 248 Wallace Terrace (Lot 106 Plan 1749).

Attached to this Report is a part of Plan 1R9157 showing the property as "Subject Property". The Deeming By-law would be registered on the Subject Property once the owner has provided a copy of the registered Application to Consolidate the Parcels.

### ANALYSIS

The request was circulated to the City's Planning, Building and Engineering Departments and the Committee of Adjustment. The Committee of Adjustment advised that in order for the shed located at 292 Farwell Terrace (Lot 109 Plan 1749) to be accessory to the dwelling located at 248 Wallace Terrace (Lot 106

Plan 1749), both properties must consolidate and become one or minor variance approval must be obtained to permit the accessory building (shed) to be located on a lot without a main building on the same lot (per 9.1.2 of Zoning By-law 2005-150). Planning, Engineering and Building have advised they have no concerns.

**IMPACT**

Not applicable.

**STRATEGIC PLAN**

Not applicable.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that By-law 2016-31 which has the effect of deeming Lot 106 Plan 1749 and Part Lane Plan 1749 being Part 5 1R9157, Parts 1 and 2 1R6579 and Lot 109 Plan 1749 and Part Lane Plan 1749 being Part 2 1R9157, Dance Subdivision as not being part of a plan of subdivision, be recommended for approval, with the condition that the owner of the Subject Property provide the City with a copy of the registered Application to Consolidate the Parcels for the Subject Property. By-law 2016-31 appears elsewhere on the Agenda.

Respectfully Submitted,



Assistant City Solicitor/  
Senior Litigation Counsel

MBS/da  
Attachment

Recommended for approval,



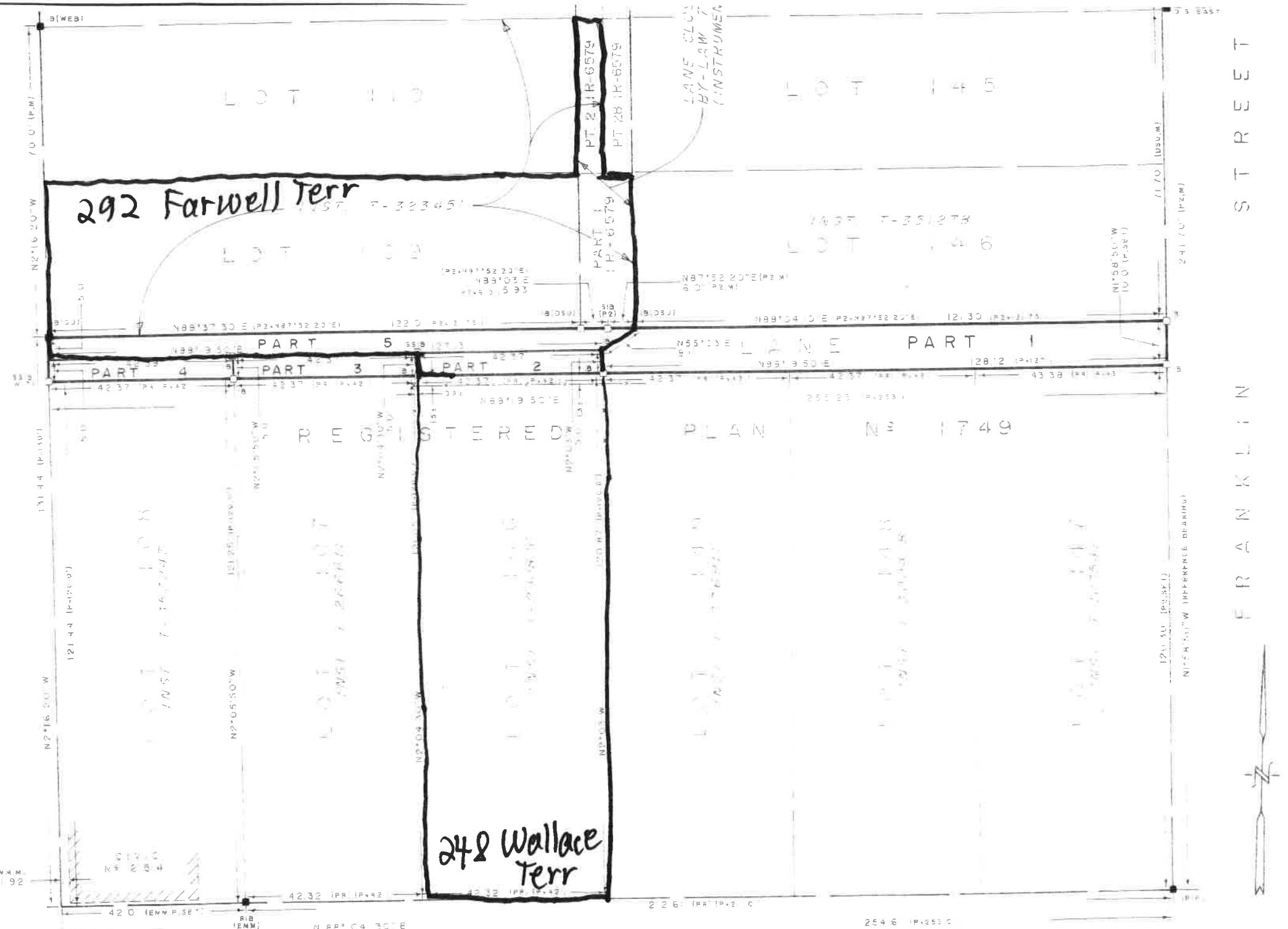
Nuala Kenny  
City Solicitor

# Part Plan IR9L57

## **Schedule "A"**

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## COUNCIL REPORT

March 21, 2016

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Nuala Kenny, City Solicitor  
**DEPARTMENT:** Legal Department  
**RE:** Renewal of City's Insurance Program – Jardine Lloyd Thompson Canada Inc.

---

### PURPOSE

The purpose of this report is to recommend to Council the renewal of the City's Insurance Program for the period of February 28, 2016 to February 28, 2017 with Jardine Lloyd Thompson Canada Inc.

### BACKGROUND

The City's insurance coverage expired on February 28, 2016. However, as a usual courtesy the insurer extended coverage to March 31, 2016. As of February 2015 Jardine Lloyd Thompson Canada Inc. committed to maintaining the premium for the City at a rate of One Million Three Hundred Thousand (\$1,300,000.00) Dollars. They have met this commitment and the premium for the 2016 year is One Million Three Hundred Thousand (\$1,300,000.00) Dollars. Similarly, the insurer has met its commitment to maintain the deductible at Seventy-Five Thousand (\$75,000.00) Dollars.

### ATTACHMENT

Attached as Schedule "A" is the Acceptance of Municipal Insurance Program Proposal. Attached as Schedule "B" is the Municipal Insurance Program Proposal.

### ANALYSIS

Jardine Lloyd Thompson Canada Inc. has committed to maintaining both the premium and the deductible up to 2018. At that time it will be necessary to consider continuing coverage with Jardine Lloyd Thompson Canada Inc. or going to market to search for another insurer. To date the coverage and response that the City has received from Jardine Lloyd Thompson Canada Inc. has been acceptable. We are pleased with the coverage and relationship that the City enjoys with the insurer.

Report to Council – Renewal of City's Insurance Program – Jardine Lloyd  
Thompson Canada Inc.  
2016 03 21  
Page 2.

**IMPACT**

Insurance is a necessity and the financial impact is as predicted.

**STRATEGIC PLAN**

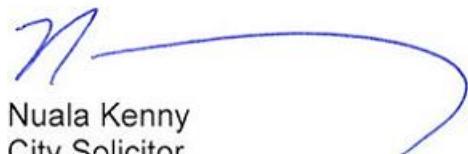
Not applicable.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Council accept the proposal of Jardine Lloyd Thompson Canada Inc. and execute the agreement for insurance coverage for the period of February 2016 to February 2017.

Respectfully submitted,



Nuala Kenny  
City Solicitor  
NK/md  
Attachment

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## ACCEPTANCE OF MUNICIPAL INSURANCE PROGRAM PROPOSAL

**To:** Jardine Lloyd Thompson Canada  
Public Sector Division  
Suite 800, 55 University Avenue  
Toronto, Ontario M5J 2H7  
Telephone: 416-941-9551 or Toll Free 1-800-268-9189  
Fax: 416-941-9323

**Policy Term**  
**(mm/dd/yy):** February 28, 2016 to February 28, 2017

We agree with the underwriting and claims information submitted and to the terms quoted in the Municipal Insurance Program proposal. This is your authority to proceed with binding cover(s) as outlined in the Municipal Insurance Proposal effective the date(s) noted above. We have also noted below our choice of any optional items in the Insurance Proposal as well as any specific instructions.

Indicated below are our instructions regarding any optional coverages shown in the insurance proposal.

Optional Coverages / Specific Instructions:

**Signed on Behalf of Corporation of the City of Sault Ste Marie**

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Authorized Signature

---

Date

---

Please print the name of the person signing above



Jardine Lloyd Thompson Canada Inc.

**Public Sector Division**  
Box 3, Suite 800, 55 University Avenue, Toronto, ON M5J 2H7  
**Phone:** 416 941 9551 **Toll Free:** 800 268 9189 **Fax:** 416 941 9323

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## ***MUNICIPAL INSURANCE PROGRAM***

### ***PROPOSAL***

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### **THE CORPORATION OF THE CITY OF SAULT STE MARIE**

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Date of Issue: February 23, 2016

Prepared by: Jenifer Fox  
Direct phone line: 416 628-2138  
E-mail address: [jfox@jltcanada.com](mailto:jfox@jltcanada.com)



Jardine Lloyd Thompson Canada Inc.

### **IMPORTANT – PLEASE NOTE THE FOLLOWING**

This proposal should be read in conjunction with the JLT Canada "Business Protocols" booklet.

#### **DUTY OF DISCLOSURE**

In addition to providing all basic information necessary to enable us to place the risk, you must ensure that you are complying with your legal duty of disclosure of all material matters relating to the risk. In particular, you must satisfy yourself as to the accuracy and completeness of the information you provide to insurers. In this respect, you must provide all information relating to the risk, whether favorable or not, which would influence the judgement of a prudent insurer in determining whether he will take the risk, and, if so, for what premium and on what terms. If all such information is not disclosed by you, insurers have the right to void the policy from its inception which may lead to claims not being paid.

#### **PAYMENT TERMS**

Premiums are due and payable on receipt of a JLT invoice. Payment should be made immediately to avoid any possible cancellation for non-payment of premium.

#### **PERIOD OF VALIDITY OF QUOTE**

This offer remains open for acceptance by the Insured until the expiry of the current Municipal Insurance program policy (ies).

#### **BREACH OF WARRANTY OR SUBJECTIVITY**

If any of the terms and conditions contained in this proposal are identified as a "warranty" or as a subjectivity to binding or continuing cover, you should be aware that if the terms of the warranty as stated are breached or the subjectivity is not met, insurers may have the right to void the applicable coverage and deny any resulting or subsequent losses as a result.

#### **UNDERINSURANCE**

It is important that all policy limits and amounts insured be reviewed carefully and at least annually to be certain they are adequate to provide full recovery in event of a loss.

#### **UNDERWRITING / BINDING AUTHORITY**

Certain portions of this quotation of cover have been provided by JLT acting in an underwriting capacity on behalf of the Insurer who, under a binding authority agreement, has given us authority to quote and confirm insuring terms, conditions and premiums. JLT Canada is not acting as an insurance broker in this instance and is not providing alternative terms or markets for the cover other than as quoted. For covers where JLT does not act in an underwriting capacity nor has a binding authority agreement with the Insurer, coverage cannot be bound with those Insurers unless a request is made to the Insurer and confirmation of coverage is subsequently received by JLT Canada from the Insurer.

#### **MATERIAL CHANGES FROM EXPIRING POLICY**

You should carefully note any items identified in the "Changes from Expiry" section under each coverage as they represent material changes in cover from your previous policy.

#### **RISK AND CLAIMS INFORMATION**

This proposal has been based on the risk and claims information provided and/or verified by you to JLT. If any of this information is not correct or has changed in the interim, you must advise us immediately as the terms quoted may therefore be invalid and cover cannot be bound as quoted.



Jardine Lloyd Thompson Canada Inc.

**TAXES PAYABLE BY  
INSUREDS:**

The following taxes as prescribed by federal and/or local laws and regulations will apply to all or certain portions of the premiums quoted and will be charged by JLT in addition to the premiums quoted:

Provincial Sales Tax

## SUMMARY OF COVERAGE, LIMITS AND DEDUCTIBLES

Name of Insured: **The Corporation of the City of Sault Ste Marie**

Policy Period: **February 28, 2016 to February 28, 2017**

12:01 a.m. local time at the mailing address of the Named Insured

CANADIAN COUNCILS LIABILITY		
LIMIT OF LIABILITY	General Liability ( <i>including Sudden And Accidental Pollution</i> ):	
	\$ 5,000,000 any one Occurrence and in the Annual Aggregate for Products and Completed Operations during the Policy Period	
EXTENSIONS OF COVERAGE	Extension	Limit
	Employers' Liability	\$ 5,000,000 any one Claim
	Tenant Legal Liability	\$ 5,000,000 any one Occurrence
	Employee Benefit Liability	\$ 5,000,000 any one Claim
	Incidental Medical Malpractice Retro Date: November 15, 1993	\$ 5,000,000 any one Claim
	Voluntary Medical Payments	\$ 50,000 any one Claim and in the Annual Aggregate during the Policy Period
	Forest Fire Fighting Expense	\$ 1,000,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Voluntary Payment for Property Damage	\$ 50,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Incidental Garage Operations	\$ 250,000 any one Occurrence and in the Annual Aggregate during the Policy Period
	Municipal Marina Legal Liability	\$ 100,000 any one Pleasure Craft \$ 1,000,000 in the Annual Aggregate for Legal Liability for Property Damage during the Policy Period
	Wrongful Dismissal (Legal Expense)	\$ 250,000 any one Claim and in the Annual Aggregate during the Policy Period
	Conflict of Interest and Legal Expense Reimbursement	\$ 100,000 any one Claim and \$ 500,000 in the Annual Aggregate during the Policy Period
	Non-Owned Automobile (including Contractual Liability for Hired Autos)	\$ 5,000,000 any one Occurrence
	Legal Liability for Damage to Hired Autos	\$ 250,000 any one Occurrence

<b>ENDORSEMENTS</b>	<b>Endorsement</b>	<b>Limit</b>
	Municipal Errors and Omissions Liability Retroactive Date: Unlimited	\$ 5,000,000 any one Claim and in the Annual Aggregate during the Policy Period
	Environmental Impairment Liability Retroactive Date: Unlimited	\$ 2,500,000 any one Claim and \$ 5,000,000 in the Annual Aggregate during the Policy Period
	Abuse / Molestation Liability Retroactive Date: June 1, 2011	\$ 250,000 any one Claim and \$ 500,000 in the Annual Aggregate during the Policy Period
	Voluntary Compensation	As per Endorsement No. 4 – Schedule of Benefits
<b>DEDUCTIBLE(S)</b>	<b>Applicable Coverage</b>	<b>Deductible</b>
	Public Entity General Liability	\$ 75,000 per Occurrence except per Claimant in respect of Sewer Backup
	Extensions of Coverage	\$ 75,000 per Occurrence / per Claimant for all Extensions of Coverage except: \$NIL with respect to Non-Owned Automobile Liability, Conflict of Interest and Legal Expense Reimbursement, and Voluntary Compensation; \$ 1,000 with respect to Legal Liability for Damage to Hired Autos \$ 5,000 with respect to Wrongful Dismissal (Legal Expense)
	Municipal Errors and Omissions Liability	\$ 75,000 per Claim
	Environmental Impairment Liability	\$ 50,000 per Claim
	Abuse / Molestation Liability	\$ 75,000 per Claim

	<p><b>Long Term Rate Agreement3 Year Long Term Agreement Primary CAD 5,000,000 / CAD 75,000 Deductible</b></p> <p>The policy will be renewed annually for a period of two years expiring on 28 February 2018 on the existing terms and conditions with the premiums paid annually in advance, as follows (<b>not including EIL premium</b>):-</p> <table> <tbody> <tr> <td>28 February 2015 to 28 February 2016</td><td>\$ 549,613</td></tr> <tr> <td>28 February 2016 to 28 February 2017</td><td>\$ 549,613</td></tr> <tr> <td>28 February 2017 to 28 February 2018</td><td>\$ 549,613</td></tr> </tbody> </table> <p>However terms and conditions may be reviewed 60 days prior to annual renewal if any of the following apply:</p> <ul style="list-style-type: none"> <li>• Pertinent changes in reinsurance cover</li> <li>• there is an increase of 15% or more in population numbers</li> <li>• there are legislative changes that may impact upon the value or frequency of claims against the policy</li> <li>• there is a change in the exposure of the insured (as per the business description) or;</li> <li>• the value of Incurred Claims exceeds 40% of net premium (excluding Taxes) for any one Period of Insurance to which this agreement relates.</li> <li>• there has been significant adverse development on historical loss record in any of the prior 7 policy years whereby Incurred Claims exceed 50% of the Net Premium.</li> </ul> <p>The term "Incurred Claims" means the total cost of claims including actual claim payments (including medical, legal and other costs and expenses) and reserves set by the Insurers on outstanding claims (also including such costs and expenses). "Net Premium" means the premium received by the Insurers net of tax and any commissions or other deductions.</p> <p><b>All other terms and conditions remain unaltered.</b></p>	28 February 2015 to 28 February 2016	\$ 549,613	28 February 2016 to 28 February 2017	\$ 549,613	28 February 2017 to 28 February 2018	\$ 549,613
28 February 2015 to 28 February 2016	\$ 549,613						
28 February 2016 to 28 February 2017	\$ 549,613						
28 February 2017 to 28 February 2018	\$ 549,613						
<b>POLICY FORM</b>	EK1500547000 (2015) UMR B0901EK1500547000						
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%						
<b>SUBJECT TO</b>	<ol style="list-style-type: none"> <li>1. Environmental Impairment Liability – Excluding Underground Storage Tanks due to age and single walled and lack of leak detection systems</li> <li>2. Abuse &amp; Molestation – background checks in place for employees implemented into hiring process</li> <li>3. Terms will remain as indicated subject to no claims deterioration as of February 28, 2016</li> </ol>						
<b>CHANGES FROM EXPIRING POLICY</b>	UMR No. B0901EK1500547000						

CANADIAN COUNCILS UMBRELLA LIABILITY		
<b>LIMITS OF LIABILITY</b>	\$ 45,000,000	any one Occurrence
	\$ 45,000,000	in the Annual Aggregate in respect of Products & Completed Operations
	\$ 45,000,000	in the Annual Aggregate in respect of Municipal Errors and Omissions Liability
	\$ 45,000,000	in the Annual Aggregate in respect of Employee Benefits Liability
<b>EXCESS OF UNDERLYING COVERAGE(S) AND LIMIT(S)</b>	<b>Underlying Coverage</b>	<b>Underlying Limit</b>
	General Liability	\$ 5,000,000 any one Occurrence
	Incidental Medical Malpractice	\$ 5,000,000 any one Claim
	Non-Owned Automobile Liability	\$ 5,000,000 any one Occurrence
	Municipal Errors & Omissions Liability	\$ 5,000,000 any one Claim
	Owned Automobile Liability	\$ 5,000,000 any one Occurrence
	Garage Automobile Liability	\$ 5,000,000 any one Occurrence
	Employee Benefits Liability	\$ 5,000,000 any one Claim
	Transit Automobile Liability	\$ 2,000,000 any one Occurrence for Road Hazard \$ 2,000,000 any one Occurrence for Passenger Hazard
	Excess Automobile SPF 7	\$ 3,000,000 any one Occurrence for Road Hazard \$ 3,000,000 any one Occurrence for Passenger Hazard
<b>RETAINED LIMIT</b>	\$ Nil	
<b>ENDORSEMENTS</b>	Endorsement #1 - Standard Excess Automobile Liability Policy SPF No. 7 Follow Form Named Insured	
<b>POLICY FORM</b>	PK1403533000 (2015) UMR B0901EK1500548000	
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
<b>SUBJECT TO</b>	Terms will remain as indicated subject to no claims deterioration as of February 28, 2016	
<b>CHANGES FROM EXPIRING POLICY</b>	UMR No. B0901EK1500548000	

<b>COMBINED PHYSICAL DAMAGE &amp; MACHINERY BREAKDOWN</b>		
<b>COVERAGE</b>	Property Of Every Description – All Risks of Direct Physical Loss or Damage (Subject to Policy Exclusions)	
<b>LIMITS</b>	\$ 275,211,381	Limit of Loss on Blanket Property of Every Description including Machinery Breakdown
	\$ 2,321,117	Computer / Electronic Data Processing (Included in Blanket Limit)
	\$ 1,000,000	Business Interruption – Profits (Included in Blanket Limit)
	\$ 230,000	Watercraft Floater (Included in Blanket Limit)
	\$ 121,665	ACV at Norgoma Ship Museum & Conc. Pipe Plant Building
	\$ 167,596	Wreckage Value 1427 Trunk Road
<b>EXTENSIONS OF COVERAGE</b>	<b>The Limits shown below are included in the Blanket Limit shown above:</b>	
	<b>Extension</b>	<b>Limit</b>
	Valuable Papers	\$ 500,000
	Extra Expense	\$ 500,000
	Accounts Receivable	\$ 500,000
	Gross Rentals	\$ 500,000
	Computer Media	\$ 500,000
	Fine Arts (Agreed Value)	\$ 1,032,150
	Ammonia Contamination	\$ 500,000
	Water Escape	\$ 500,000
	<b>The Limits shown below are in addition to the Blanket Limit shown above:</b>	
	<b>Extension</b>	<b>Limit</b>
	Newly Acquired Property	\$ 1,000,000
	Buildings in the Course of Construction	\$ 1,000,000
	Property in Transit	\$ 500,000
	Unnamed Locations	\$ 1,000,000
	Expediting Expense	\$ 500,000
	Contingent Business Interruption	\$ 1,000,000
	Fire Extinguishing Materials and Fire Fighting Expense	\$ 100,000
	Professional Fees	\$ 500,000
	Hacking Event or Computer Virus attack – any one Random Attack or Any One Specific Attack, any one event or total loss in a policy year for the combined total loss or damage	\$ 100,000

<b>COMBINED PHYSICAL DAMAGE &amp; MACHINERY BREAKDOWN</b>		
<b>EXTENSIONS OF COVERAGE CONTINUED</b>	<b>The Limits shown below are in addition to the Blanket Limit shown above:</b>	
	<b>Extension</b>	<b>Limit</b>
	Master Key	\$ 10,000
	Land and Water Pollution Clean Up Expense	\$ 100,000
	Stock Spoilage	\$ 100,000
	Consequential Damage	\$ 100,000
	Off Premises Service Interruption	\$ 1,000,000
	Exhibition Floater	\$ 100,000
	Hazardous Substance	\$ 500,000
	Property of Councillors', Board Members' and Employees'	\$ 5,000 any one loss (\$25,000 maximum annual policy limit)
<b>ENDORSEMENTS</b>	Automobile Replacement Cost Deficiency Endorsement	
<b>DEDUCTIBLE(S)</b>	\$ 25,000 each Occurrence for All Losses except: \$ 2,500 each Computer/Electronic Data Processing loss & Fine Arts \$ 50,000 each Flood Loss 5% of total loss or \$100,000 minimum, whichever is greater, each Earthquake occurrence	
<b>POLICY FORM</b>	Municipal Insurance Program - Master Policy (August 15, 2014)	

<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	<p>Physical Damage:</p> <p>Aviva Insurance Company of Canada – 70%</p> <p>The Sovereign General Insurance Company – 12.2%</p> <p>Certain Lloyd's Underwriters - 17.8%</p> <p><i>(Participation of Lloyd's Underwriter is based on Blanket Limit and Limits in Addition to the Blanket Limit)</i></p> <p>Machinery Breakdown:</p> <p>Aviva Insurance Company of Canada – 100%</p>
<b>SUBJECT TO</b>	<ol style="list-style-type: none"><li>1. Schedule of Miscellaneous Tools and Contractors Unlicensed Equipment.</li><li>2. All cooking facilities are ULC wet chemical compliant with semi-annual maintenance contract and Class K portable extinguisher.</li><li>3. Unless specifically agreed, all heritage properties are covered for Replacement Cost only. For Heritage Replacement Cost, a professional appraisal must be provided for approval by the insurer.</li><li>4. All locations may be subject to Engineering Inspection.</li><li>5. Terms will remain as indicated subject to no claims deterioration as of February 28, 2016</li></ol>
<b>CHANGES FROM EXPIRING POLICY</b>	<p>UMR No. B0901EG1500025000</p> <p>Addition of Automobile Replacement Cost Deficiency Endorsement as of January 1, 2015</p>

<b>COMPREHENSIVE CRIME</b>																
<b>LIMITS</b>	<table> <tr> <td>\$ 1,000,000</td><td>Employee Dishonesty – Form A</td></tr> <tr> <td>\$ 200,000</td><td>Broad Form Loss of Money (Inside Premises)</td></tr> <tr> <td>\$ 200,000</td><td>Broad Form Loss of Money (Outside Premises)</td></tr> <tr> <td>\$ 200,000</td><td>Money Orders &amp; Counterfeit Paper Currency</td></tr> <tr> <td>\$ 1,000,000</td><td>Depositors Forgery</td></tr> <tr> <td>\$ 200,000</td><td>Professional Fees / Audit Expenses</td></tr> <tr> <td>\$ 200,000</td><td>Computer Fraud or Funds Transfer Fraud</td></tr> </table>		\$ 1,000,000	Employee Dishonesty – Form A	\$ 200,000	Broad Form Loss of Money (Inside Premises)	\$ 200,000	Broad Form Loss of Money (Outside Premises)	\$ 200,000	Money Orders & Counterfeit Paper Currency	\$ 1,000,000	Depositors Forgery	\$ 200,000	Professional Fees / Audit Expenses	\$ 200,000	Computer Fraud or Funds Transfer Fraud
\$ 1,000,000	Employee Dishonesty – Form A															
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\$ 200,000	Money Orders & Counterfeit Paper Currency															
\$ 1,000,000	Depositors Forgery															
\$ 200,000	Professional Fees / Audit Expenses															
\$ 200,000	Computer Fraud or Funds Transfer Fraud															
<b>DEDUCTIBLE</b>	\$Nil per Loss															
<b>POLICY FORM</b>	Master Crime Wording (Apr. 2012)															
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Aviva Insurance Company of Canada – 100%															
<b>SUBJECT TO</b>	<p>Important:</p> <ol style="list-style-type: none"> <li>1. Bank Accounts NOT being reconciled by the same person(s) authorized to deposit and withdraw funds.</li> <li>2. All cheque requisitions and issued cheques containing dual signatures. If the above is not part of your internal Financial controls, please provide explanation(s).</li> <li>3. Terms will remain as indicated subject to no claims deterioration as of February 28, 2016</li> </ol>															

<b>AUTOMOBILE INSURANCE (ONTARIO)</b>		
<b>COVERAGE APPLICABLE</b>	<b>Liability – Bodily Injury / Property Damage</b>	Limit: \$5,000,000 Deductible: \$10,000
	<b>Accident Benefits – Basic Benefits</b>	Limit as stated in Policy
	<b>Uninsured Automobile</b>	Limit as stated in Policy
	<b>Direct Compensation – Property Damage</b>	Limit as stated in Policy Deductible: \$10,000 All Units except Deductible: \$ 2,500 Leased Vehicles
	<b>Loss or Damage – All Perils</b>	Deductible: \$10,000 All Units except Deductible: \$ 2,500 Leased Vehicles
<b>ENDORSEMENTS</b>	Notice of Cancellation Ninety (90) Days  OPCF 43R Removing Depreciation Deduction- 24 Months New OPCF 20 Loss Of Use – Applicable to Eighty-Five (85) Light Units OPCF 21B Blanket Fleet Endorsement – No Annual Adjustment OPCF 31 Non-Owned Equipment OPCF 24 Freezing of Fire-Fighting Apparatus OPCF 44 Family Protection Endorsement: (Applicable only to Private Passenger Vehicles, Light Commercial Vehicles, Skidoos and All Terrain Vehicles, and Police Vehicles) <u>Additional Endorsements:</u> OPCF 3 Drive Government Automobiles OPCF 4A Permission to Carry Explosives OPCF 4B Permission to Carry Radioactive Material OPCF 5 Permission to Rent or Lease OPCF 32 Use of Recreational Vehicles by Unlicensed Drivers Tarmac Exclusion	
<b>POLICY FORM</b>	Provincial Statutory Owner's Policy	
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Aviva Insurance Company of Canada – 100%	
<b>SUBJECT TO</b>	Terms will remain as indicated subject to no claims deterioration as of February 28, 2016	
<b>CHANGES FROM EXPIRING POLICY</b>	Automobile Replacement Cost Endorsement amended to Removing Depreciation Deduction - 24 Months New as of January 1, 2015  Replaced under the Automobile Replacement Cost Deficiency Endorsement as of January 1, 2015	

<b>AUTOMOBILE INSURANCE (ONTARIO) TRANSIT FLEET</b>		
<b>COVERAGE APPLICABLE</b>	<b>Liability – Bodily Injury / Property Damage</b>	Limit: \$2,000,000 Road Hazard Limit: \$2,000,000 Passenger Hazard Deductible: \$10,000
	<b>Accident Benefits – Basic Benefits</b>	Limit as stated in Policy
	<b>Uninsured Automobile</b>	Limit as stated in Policy
	<b>Direct Compensation – Property Damage</b>	Limit as stated in Policy Deductible: \$10,000
	<b>Loss or Damage – All Perils</b>	Deductible: \$10,000
<b>ENDORSEMENTS</b>	Notice of Cancellation Ninety (90) Days Replacement Cost Endorsement 24 Months New  OPCF 6C Permission to Carry Passengers- \$5,000 limit for Property of Passengers OPCF 8 Property Damage Deductible \$10,000 OPCF 21B Blanket Fleet Endorsement – No annual adjustment Tarmac Exclusion	
<b>POLICY FORM</b>	Provincial Statutory Owner's Policy	
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Aviva Insurance Company of Canada – 100%	
<b>SUBJECT TO</b>	Terms will remain as indicated subject to no claims deterioration as of February 28, 2016	

**EXCESS AUTOMOBILE INSURANCE****TRANSIT FLEET**

<b>COVERAGE APPLICABLE</b>	<b>Liability – Bodily Injury / Property Damage</b>	Limit: \$3,000,000 Road Hazard Limit: \$3,000,000 Passenger Hazard
<b>ENDORSEMENTS</b>	Notice of Cancellation Ninety (90) Days OPCF 6C Permission to Carry Passengers	
<b>POLICY FORM</b>	Standard Excess Automobile SEF No 7	
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Aviva Insurance Company of Canada – 100%	
<b>SUBJECT TO</b>	Terms will remain as indicated subject to no claims deterioration as of February 28, 2016	

<b>GARAGE AUTOMOBILE INSURANCE (ONTARIO)</b>	
<b>LIMITS OF COVERAGE</b>	\$5,000,000 Third Party Liability Accident Benefits Uninsured Automobile Direct Compensation Property Damage \$250,000 Collision Customer Automobiles \$ 1,000 Deductible \$500,000 Specified Perils Customer Automobiles \$ 1,000 Deductible
<b>ENDORSEMENTS</b>	OEF 81 Garage Family Protection OEF 77 Comprehensive to Customer Automobiles OEF 71 Excluding Owned Automobiles
<b>POLICY FORM</b>	Insurers Standard Form OAP 4 Garage Automobile Policy
<b>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</b>	Aviva Insurance Company of Canada – 100%
<b>SUBJECT TO</b>	Terms will remain as indicated subject to no claims deterioration as of February 28, 2016

<b>COUNCILLORS' ACCIDENT COVERAGE</b>	
LIMITS OF COVERAGE	\$ 200,000 Principal Sum
INCLUDED COVERAGE	Number of Councillors: Twenty-Five (25)
	While on Duty Only Coverage
POLICY FORM	Insurer's Standard Form
INSURER(S) AND PROPORTION OF PARTICIPATION(S)	AIG Insurance Company of Canada – 100%
SUBJECT TO	\$2,500,000 Aggregate Limit of Indemnity Per Accident Terms will remain as indicated subject to no claims deterioration as of February 28, 2016



Jardine Lloyd Thompson Canada Inc.

RISK MANAGEMENT	
<b>ELECTED OFFICIAL, DIRECTORS AND DEPARTMENTAL SEMINARS</b>	Included
<b>AUTOMOBILE FLEET SERVICES</b>	Risk and Driver Assessment included
<b>JLT CANADA SOFTWARE SOLUTIONS</b>	Installation of RISC SYSTEMS software included

PREMIUM SUMMARY	
<b>TOTAL ANNUAL PREMIUM (OPTIONS NOT INCLUDED)</b>	\$1,305,968 plus any applicable provincial sales tax

<b>MUNICIPAL OPTIONS</b>	
<b>Councillors Accident</b>	24hour coverage Option, \$100,000 Principal Sum Annual Premium: \$2,875
<b>Out of Province Emergency Medical</b>	Based on Twenty-Five (25) Members – under the age of 80 Annual Premium \$1,500
<b>Public Entity Recovery Assistance Plan (Critical Illness)</b>	Based on Twenty-Five (25) Members – age 69 or less \$5,000 limit Annual Premium \$2,730
<b>Municipal Volunteers Accident</b>	Principal Sum \$50,000 Annual Premium \$750
<b>RISC SYSTEMS</b>	Installation of JLT Canada software solutions Annual Fee \$2,500 – included at NO PREMIUM for 2016 renewal
<b>DisasterPhone</b>	Enrolment in telecommunication disaster recovery service – Annual Fee \$3,000



## COUNCIL REPORT

March 21, 2016

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Don Scott, Manager of Transit and Parking  
**DEPARTMENT:** Public Works and Transportation Department  
**RE:** March 2016 Amendment to By-Law 90-305

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### **PURPOSE**

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

### **BACKGROUND**

By-law 90-305 is a By-law appointing special constables and is amended from time to time.

### **ANALYSIS**

Not applicable.

### **IMPACT**

There is no budgetary impact.

### **STRATEGIC PLAN**

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

2015 03 21

Page 2.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2016-30 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

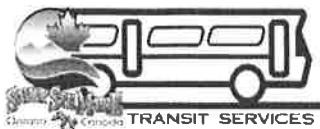
Recommended for approval



Don Scott  
Manager of Transit and Parking



Larry Girardi  
Commissioner of Public Works  
and Transportation



Mr. Don Scott  
Manager of  
Transit and Parking

Public Works and Transportation  
Department  
Transit / Parking Division  
111 Huron St.,  
Sault Ste. Marie, ON P6A 5P9  
Tel: (705) 759-5320  
Fax: (705) 759-5834

2016 02 24

Nuala Kenny, City Solicitor  
Legal Department  
Civic Centre

**RE: MUNICIPAL LAW ENFORCEMENT OFFICERS**

On January 24, 1996 City Council approved By-law 96-15, which amended Schedule "A" to By-law 90-305, being a by-law to appoint Municipal Law Enforcement officers for the issuing of parking infractions on private property.

Schedule "A" of this by-law lists all officers that are eligible to issue tickets. The following individuals have applied to be a Municipal Law Enforcement Officers in regards to parking and have been approved by the Police Services and the Parking Section for this position.

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
656	Richard,Sheri	NorthEast Security Services	Sault College/Algoma University/Tenaris/ Essar Centre/Group Health Centre
657	Houle,Laura	NorthEast Security Services	Sault College/Algoma University/Tenaris/ Essar Centre/Group Health Centre
658	Tait,Barbara	NorthEast Security Services	Sault College/Algoma University/Tenaris/ Essar Centre/Group Health Centre
659	Marcil,Bonnie	Strictly Confidential Inc.	The Tech/ RJ's Market
660	Sandie,Kevin	Strictly Confidential Inc.	The Tech/ RJ's Market
661	Monk,Kevin	Strictly Confidential Inc.	The Tech/ RJ's Market
662	Hurley,Brittney	Strictly Confidential Inc.	The Tech/ RJ's Market
663	Fedchak,Nicholas	Strictly Confidential Inc.	The Tech/ RJ's Market
664	Hammerstedt,Eric	Strictly Confidential Inc.	The Tech/ RJ's Market

Would you please amend By-law 96-15 with the new attached Schedule "A".

Thank you.

Yours truly,

Don Scott

Manager of Transit and Parking

## SCHEDULE "A"

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E.& APARTMENTS & 27 KING ST.
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC,JOHN	DENTAL BUILDING	946 &216 QUEEN ST E
138	CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLUVUE MARINA & BONDAR MARINE & PARK
151	PARR,DEREK	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
153	TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	D'AGOSTINI,ROSEMARY DR.	RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL,ROBIN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
248	CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
249	CHO,LINDA	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
253	TRAVSON,TERRANCE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE,JOHN (TED)	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
321	LORENZO,COREY	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE TRANSIT SERVICE AREA	
335	GROSSO,DONALD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
344	HARPE,KEN	HOLIDAY INN.	320 BAY ST.
346	HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROIOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
369	CARMICHAEL,MARY	ONT.FINNISH HOME ASS.	725 NORTH ST.
370	HANSEN,LOUIS	ONT.FINNISH HOME ASS.	725 NORTH ST.
372	BENOIT,ALAIN	ONT.FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE TRANSIT SERVICE AREA	
376	FINN,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
391	MCLEOD,HEATHER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
411	MOORE,ROBERT	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR/JOHN RHODES/QE SPORTS COMPLEX
420	FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
430	RUSCIO,DOMINIC	MAJOR.CONTRACTING LTD DAY'S INN HOTEL	
435	TRAMBLE,GEORGE	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
441	WILSON,DAVID	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
442	MACLENNAN,MATTHEW	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
443	MARCIL,MARK	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
446	HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
463	MORIN,ALEX	CORPS OF COMM.	
464	DITOMMASO,RYAN	2220917 ONT. INC	489 BAY ST/535 QUEEN ST E
465	DELAVALLE,DON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
470	WOOLEY,NATHANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
480	TELFORD,JASON	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
481	FORD,BRIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO,NADIA	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
487	ROUGEAU,MARISA	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
488	LEFLEUR,MARILYN	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
489	MCQUEEN,WANDA	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
490	LUXTON,JEFF	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
493	BROWN,FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
501	QUARRELL,ROBERT	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
502	HAMEL,CHRIS	PANORMIC PROPERTIES	621,627.,631 MACDONALD AVE
503	HAMEL,MELANIE	PANORMIC PROPERTIES	621,627.,631 MACDONALD AVE
511	ADAIR,BRENDAN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
512	DIMMA,JUSTIN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
516	GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY,BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE,GUY	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
526	JOHNSTON,CORY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER

542	RALPH,NANCY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVC CENTRE)
552	SENEGAL,DANIEL	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
562	DEARING,SCOTT	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
565	LISCUMB,GERALD	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
566	SWEET,WILLARD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
568	PICK,DENNY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
569	ZEPPA,JACOB	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
573	RHODES,LILIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
580	CHARETTE,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
581	PAVONI,JORDAN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
582	MAITLAND,DARLA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
583	MADIGAN,LORRI-ANNE	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
587	GIULETTI,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
589	TWENTYMAN,DANIEL	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR/JOHN RHODES/QE SPORTS COMPLEX
594	PELOSO,MATT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
596	WAGNER,TODD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART,JASON	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE TRANSIT SERVICE AREA	
604	WAGNER,MATTHEW	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
606	SHEWFELT,CHERYL	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE TRANSIT SERVICE AREA	
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
610	GREGANITI,BARETT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
613	SULLIVAN,SHAWN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
617	SAVAGE,SAMUEL	G4S SECURITY	SAULT AIRPORT / HOSPITAL
618	DEWING,SANDRA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE	
622	PROULX,PATRICK	CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE	
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE	
624	MIHAELIU,KJASON	CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE	
626	CHARRON,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
628	DEWAR,JEFFREY	G4S SECURITY	SAULT AIRPORT / HOSPITAL
630	LAFRAMBOISE,CORY	G4S SECURITY	SAULT AIRPORT / HOSPITAL
631	MACMILLER,TYLER	G4S SECURITY	SAULT AIRPORT / HOSPITAL
632	SAVAGE,MATT	G4S SECURITY	SAULT AIRPORT / HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
635	BROUILLARD,BERNARD	EMBE SECURITY	
636	KLYM,TIMOTHY	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
640	BRUNI,MICHAEL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
641	WILHEM,CHARLES	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
642	COULTER,BRANT	CITY OF SAULT STE MARIE BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX	
643	SHAW,KEVIN	CITY OF SAULT STE MARIE BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX	
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE	
645	RANDALL,JOSEPH	G4S SECURITY	SAULT AIRPORT / HOSPITAL
646	GOERTZ,ABBY	CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE	
647	DAFOE,TRUDY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT AIRPORT / HOSPITAL
651	HUTCHINSON,HILLARY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
652	MANGONE,MATTHEW	G4S SECURITY	SAULT AIRPORT / HOSPITAL
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
654	PAVONI,JAKE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
655	LUNDRIGAN,JORDAN	G4S SECURITY	SAULT AIRPORT / HOSPITAL
656	RICHARD,SHERI	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
657	HOULE,LAURA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
658	TAIT,BARBARA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	THE TECH/ RJS MARKET
660	SANDIE,KEVIN	STRICTLY CONFIDENTIAL INC	THE TECH/ RJS MARKET

661 MONK,AUSTIN STRICTLY CONFIDENTIAL INC THE TECH/ RJS MARKET  
662 HURLEY,BRITTNEY STRICTLY CONFIDENTIAL INC THE TECH/ RJS MARKET  
663 FEDCHAK,NICHOLAS STRICTLY CONFIDENTIAL INC THE TECH/ RJS MARKET  
664 HAMMERSTEDT,ERIC STRICTLY CONFIDENTIAL INC THE TECH/ RJS MARKET



## COUNCIL REPORT

March 21, 2016

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Nancie Scott, Accessibility Co-ordinator  
**DEPARTMENT:** Social Services Department  
**RE:** Multi Year Accessibility Plan

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### PURPOSE

The Accessibility for Ontarians with Disabilities Act, 2005, Ontario Regulation 191/11, Integrated Accessibility Standards, Part 1 General, Accessibility plans 4.(1) states designated public sector organizations shall, (a) establish, implement, maintain and document a multi-year accessibility plan, which outlines the organization's strategy to prevent and remove barriers and meet its requirements under this Regulation.

### BACKGROUND

The Accessibility Coordinator after consultation with persons with disabilities, the Accessibility Advisory Committee (AAC) and City of Sault Ste. Marie Departments involved developed the attached Multi Year Accessibility Plan. In addition to outlining a plan for significant barrier removal projects in the coming five years it also documents City of Sault Ste. Marie barrier removal and prevention successes.

### ANALYSIS (if applicable)

N/A

### IMPACT

The identification, removal and prevention of barriers within the community creates an inclusive environment where citizens of all abilities are able to participate to the fullest extent.

**STRATEGIC PLAN**

The Corporation of the City of Sault Ste. Marie Multi Year Accessibility Report is in keeping with the Strategic Plan Framework Focus areas of delivering excellent services and enhancing quality of life.

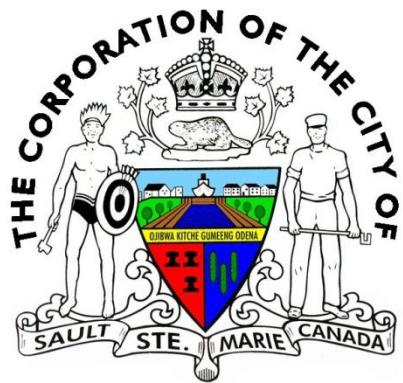
**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Accessibility Co-ordinator dated 2016 03 07 regarding 2016-2021 Multi-Year Accessibility Plan be received and the plan adopted.

Respectfully submitted,

Nancie Scott  
Accessibility Coordinator



# The Corporation of the City of Sault Ste. Marie Multi Year Accessibility Plan

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**2016 -2020**

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**This Multi Year Accessibility Plan and all documents referenced within will be made available in alternate formats upon request.**

## **Message from the Mayor**

The City of Sault Ste. Marie is committed to being an exceptional community where everyone can live, work, play, and participate in civic life to the fullest.

From accessing city buildings to finding information online, we are going to do our utmost to ensure that we meet the differing accessibility needs of our employees, residents and visitors. When barriers come down, everyone benefits.

This Multi Year plan outlines our City's approach to being an accessible and inclusive workplace and community in the years ahead. It describes how we will prevent and remove barriers to accessibility and also fulfill our obligations under the *Accessibility for Ontarians with Disabilities Act*.

Ensuring equality of opportunity is an on-going job. For the City of Sault Ste. Marie, this plan is the guiding document that will lead us forward. I commend the work of Accessibility Coordinator Nancie Scott, the Accessibility Advisory Committee and everyone who has contributed to its development.

Sincerely,

A handwritten signature in black ink, appearing to read "Christian Provenzano".

Christian Provenzano, Mayor

## **Message from the Chief Administrative Officer**

The City of Sault Ste. Marie is an inclusive community that honours diversity, dignity and respect.

The City's multi-year Accessibility Plan reflects its citizens' values by removing barriers to all employees, residents and visitors while also fulfilling its obligations under the Accessibility for Ontarians Disability Act.

By providing equality of opportunity to all, this Plan is a tremendous resource to guide staff forward. Congratulations to Nancie Scott, the Accessibility Committee and everyone who has contributed to this well-developed Plan.



Al Horsman, CAO

## **Corporate Commitment Statement**

The City is committed and guided by the four core principles of **Dignity, Independence, Integration and Equality of Opportunity**. The City is committed to providing quality goods, services and facilities that are accessible to all persons we serve and in a manner that respects the dignity and independence of persons with disabilities. The City is committed to meeting the needs of persons with disabilities in a timely manner and shall do so by preventing and removing barriers to accessibility in customer service, information and communication, employment, the built environment and transportation. The City is further committed to meeting the requirements of applicable legislation, including the AODA and the Human Rights Code.

The Corporation of the City of Sault Ste. Marie is an inclusive employer. Accommodation is available in accordance with the Ontario Human Rights Code and the Accessibility for Ontarians with Disabilities Act, 2005.

The City of Sault Ste. Marie in its ongoing efforts to prevent, identify and remove barriers for people with disabilities will provide for work-related accommodations for employees with disabilities, upon request.

## **City of Sault Ste. Marie Accessibility Policy**

## **Executive Summary**

*Statistics Canada Survey on Disability, 2012 states that 1 in 7 Canadians over the age of 15 reported a disability.<sup>1</sup> The population of the City of Sault Ste. Marie according to the Statistics Canada 2011 Census is 75,141<sup>2</sup>.*

By that assertion 10,734 residents of City of Sault Ste. Marie have a disability.

*In 2005, the Ontario Government passed the Accessibility for Ontarians with Disabilities Act to make Ontario accessible by 2025.*

*Accessibility standards have been created as part of the Accessibility for Ontarians with Disabilities Act. These standards are rules that businesses and organizations in Ontario need to follow to identify, remove and prevent barriers so that people with disabilities have more opportunities to participate in everyday life.<sup>3</sup>*

In order for everyone to be able to participate, we must eliminate all barriers.

Accessibility is about social inclusion. For Ontario to be accessible, everybody has to be able to participate. The City of Sault Ste. Marie works diligently to remove barriers to people with disabilities within our community.

This Multi Year plan focusses on continuing with the removal of barriers that affect movement such as curb cuts, accessible pedestrian signals and public transportation (transit plan). Also we are turning towards barriers in recreation and activities for children and seniors.

The City has an ongoing financial commitment of \$85,000 to remove reported barriers within the community. Barriers are identified through public input sessions that are held annually, input from the Accessibility Advisory Committee, the barrier removal tool on the City of Sault Ste. Marie website and regular reporting of barriers from citizens to various City of Sault Ste. Marie departments.

The City reports every two years to the Accessibility Directorate of Ontario on the status of compliance of Accessibility Standards implementation. The Accessibility Directorate ensures compliance through this reporting process.

The City of Sault Ste. Marie Multi Year Accessibility Plan will be reviewed and updated at least every five years. An annual status report will be prepared and will report on the progress of barrier removal initiatives.

The Accessibility Coordinator is always available to guide staff and community members with regards to Accessibility Legislation and will respond to community members concerns regarding barriers and accessibility.

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<sup>1</sup> Canadian Survey on Disability, 2012

<sup>2</sup> Focus on Geography Series, 2011 Census

<sup>3</sup> A Guide to the Integrated Accessibility Standards Regulation - AccessON

## **Accessibility Advisory Committee**

The *Ontarians with Disabilities Act, 2001* (ODA) requires municipalities with a population of 10,000 or more to have an Accessibility Advisory Committee (AAC). The majority of the committee members shall be persons with disabilities.

The City of Sault Ste. Marie AAC is a committee of council. Members are appointed by City Council every two years, following an application process.

The Accessibility Advisory Committee may advise Council and potentially City agencies, boards and commissions, in promoting and facilitating a barrier-free Sault Ste. Marie for citizens of all abilities.

The AAC meets the second Wednesday of the month with the exception of July and August. The meetings are open to the public and the Agenda and Minutes are posted on the City of Sault Ste. Marie's website corporate calendar.

For more information on the AAC visit [Accessibility Advisory Committee \(AAC\)](#)

## **Corporate Accomplishments**

### **Barrier Removal Tool**

The City of Sault Ste. Marie's website Accessibility page has added a link that allows people to report barriers to accessibility. These can be barriers within the Corporation of the City of Sault Ste. Marie offices, facilities and/or services. The barriers reported are addressed with the identified City Department and feedback is provided.

[report a barrier](#)

### **Bellevue Park**

The City was successful in its application to the EnAbling Accessibility Fund and received a grant of \$50,000. June 2016 will see the installation of playground equipment for children of all abilities. Partners in this project are:

- Rotary Club of Sault Ste. Marie - \$10,000
- S.S.M. Autism Foundation - \$5,000
- Community Living Algoma - \$ 5,000

### **On Demand Taxi**

In accordance with the Integrated Accessibility Standards Regulation the Corporation of the City of Sault Ste. Marie was required to consult on and take steps to meet the need for on-demand accessible taxicabs.

The Accessibility office held a Public Input session and received a recommendation from the Accessibility Advisory Committee and then this data was presented to the Police Services Board (PSB). The PSB voted to amend the On Demand Taxicab ByLaw. All on demand taxicab companies are now required to have a wheelchair accessible taxi as a condition of licensing.

[taxi bylaw](#)

### **Parking Lots**

City operated parking lots and facility lots were upgraded to barrier free parking spaces inclusive of an access aisle. The number of barrier free spaces was increased at the JRCC and Essar Centre. These barriers were brought forward by the community as a result of a public input session.

### **Parking Lot Accessible Parking Signage Project**

Accessibility office summer students (2) worked with City Police Service summer students (2) in the summer of 2013 and assessed all parking lots in the City of Sault Ste. Marie for proper accessible Parking Signage. Where improper signage was being used the business/organization owner were given an information sheet outlining requirements, along with local businesses where proper signage could be purchased. A letter was also given to the businesses/organizations stating follow-up would be done by City Police Service with an expectation of completion

## **Public Restroom Map**

Accessibility office summer students (2) in the summer 2014 assessed and researched public restrooms. An interactive Google Map was developed in order that residents and visitors can access public restroom information, such as whether restrooms include barrier free facilities, hours, location and directions. This was determined to be a priority project as accessing appropriate restroom facilities is a significant barrier to people with disabilities.

[public restroom map](#)

## **Vulnerable Persons Registry (VPR)      An Initiative in Memory of Lewis Wheelan**

The Accessibility office was involved in the early stages of the VPR development. Following the tragic death of Lewis Wheelan, it was recognized that the most vulnerable in our community were at risk during major emergency situations.

The City supports the VPR with an annual financial commitment. As well, the Accessibility Centre is a registration Centre for citizens wising to be added to the VPR.

[Vulnerable persons registry](#)

## **Corporate Website**

### **Statement on changes to the website from Information Technology Department:**

The City of Sault Ste. Marie takes accessibility seriously, and strives to meet and exceed accessibility standards wherever possible. The Province of Ontario sets a standard for information and communications to assist organizations, like the City of Sault Ste. Marie, in making their information accessible to the widest audience.

The Province of Ontario uses the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) 2.0 to set its compliance requirements for websites and their content. WCAG 2.0 includes three levels of compliance, ranging in strictness, with Level A being the least strict, and Level AAA being the strictest.

The Province requires municipalities to deliver content that meets the criteria described by Level A of WCAG 2.0. The City of Sault Ste. Marie constantly reviews its website and its content to ensure this standard is met, and works hard to reach the higher levels of compliance.

## **Curb Cuts**

The Public Works and Transportation Department consults with the Accessibility Coordinator yearly to determine the priorities for curb cut repair. Accessibility office students walk the busier pedestrian areas of the city and report on the curb cuts needing repair. A list is also kept by the Accessibility Coordinator from public feedback received on this barrier.

### **Accessible Pedestrian Signals (APS)**

APS, formerly known as audible pedestrian signals, advise pedestrians who are visually impaired when they have the right-of-way, and in which direction they may cross at a signalized intersection. Each year priorities are addressed for additional accessible pedestrian signals. Priorities are dictated by a Sault Ste. Marie Innovation Centre study which assessed traffic and pedestrian use.

### **John Rhodes Community Centre (JRCC) Fire Alarm System**

Through accessing the barrier removal reserves, the fire alarm system was upgraded to include a visual component. This barrier was brought forward by a member of the AAC and through a public input session.

### **Essar Centre**

Two benches were added to the west side parking lot to enable persons with mobility disabilities to sit after exiting the building. This barrier was brought forward through the public input session and by a member of the AAC.

### **Senior Services**

The Senior Citizens' Drop-In Centre and the Steelton Senior Citizens Centre had all public toilets replaced with newer raised toilets. This barrier was identified by the users of both Centres.

All entrances and doors throughout the facilities now have actuators (automatic door openers) allowing for barrier free passage.

### **Bondar Pavilion**

Actuators (automatic door openers) were added to the three accessible restrooms at the site. Grab bars were replaced within the restrooms to the more functional "L" shaped. This barrier was brought forward via the Report a Barrier Tool on the Corporate Website.

### **Access 2 Entertainment**

#### **An Easter Seals of Canada Program**

City of Sault Ste. Marie Community Services Department, in conjunction with the Accessibility Coordinator, are assessing what areas within the community could use this program to benefit people with disabilities.

### **Sledge Skating – John Rhodes Community Centre – Arena**

Sledges were purchased and are maintained by the City of Sault Ste. Marie for the purpose of Public Skating. Sledge Skating times are posted on the City website along with other public skating times. Sledges are also available for use for other user groups upon request.

### **John Rhodes Community Centre Pool**

The JRCC pool has barrier free entry with actuators on all doors. An accessible family change room has a ceiling lift with high/low adult change table as well as an accessible shower station and washroom. The competition pool has a ramp providing for access using one of the three available water wheelchairs. Also available is a portable aquatic lift that will lift directly into the pool without the use of a water chair. It is anticipated that an Otter Bathing Chair will be purchased this year. It will allow caregivers of persons with many different physical disabilities easier access into the pool in the instances where a traditional wheelchair would not be appropriate.

### **Ermatinger-Clergue National Historic Centre**

The newly constructed addition of the Heritage Discovery Centre to the Ermatinger Clergue property is barrier free. The facility offers accessible restroom with adult change table.

### **TextNet**

TextNet service enabling community members with speech and hearing disabilities to contact City Departments is now in place in the following locations:

- Civic Centre – 1-877- 688-5528 (switchboard will direct the call to the requested department/Division)
  - CAO's office
  - Mayor's office
  - Community Services Department (CSD)
  - Finance Department
  - Clerks Department
  - Human Resources Department
  - Legal Department
  - Engineering and Planning Department
- Fire/EMS – 1-877-606-6665
- Public Works and Transportation – 1-877-688-5530
- Social Services – Ontario Works – 1-877-688-5582
- Social Services – Housing – 1-877-688-5587
- Transit Services – 1-877-565-5551
- Police Services – in progress – number not assigned

## **Barrier Removal Budget Spending**

### **Barrier Removal Projects 2016**

- **\$20,000** – commitment to the Vulnerable Persons Registry
- **\$10,000** – maintenance fees for the TextNet system
- **\$10,000** – support to improving curb cuts
- **\$10,000** – support of the accessible pedestrian signals
- **\$21,500** – curb cut at JRCC north end accessible parking area and sidewalk replacement –access barrier removal reserves for this project
- **\$ 8,500** – purchase lift for V. Greco outdoor pool
- **\$ 3,000** – JRCC actuator installation upstairs hallway
- **\$ 1,000** – JRCC arena sledge maintenance
- **\$ 1,000** – purchase of water chair for JRCC pool

### **Barrier Removal Projects 2017**

- **\$20,000** – commitment to the Vulnerable Persons Registry
- **\$10,000** – maintenance fees for the TextNet system
- **\$10,000** – support to improving curb cuts
- **\$10,000** – ongoing support of the accessible pedestrian signals
- **\$32,000** – expand paved pathways at Strathclair Sports Complex –access barrier removal reserves to add funds to this project
- **\$ 1,000** – JRCC arena sledge maintenance
- **\$ 2,000** – JRCC pool

### **Barrier Removal Projects 2018**

- **\$20,000** – commitment to the Vulnerable Persons Registry
- **\$10,000** – maintenance fees for the TextNet system
- **\$10,000** – support to improving curb cuts
- **\$10,000** – support of the accessible pedestrian signals
- **\$34,000** – expand on paved pathways at Strathclair field
- **\$ 1,000** – JRCC arena sledge maintenance

## **Barrier Removal Projects 2019**

- **\$20,000** – commitment to the Vulnerable Persons Registry
- **\$10,000** – maintenance fees for the TextNet system
- **\$10,000** – support to improving curb cuts
- **\$10,000** – support of the accessible pedestrian signals
- **\$32,000** –install accessible viewing area at JRCC Arena 2 – access barrier removal reserves to add funds to this project
- **\$ 1,000** – JRCC arena sledge maintenance
- **\$ 2,000** – JRCC pool

## **Barrier Removal Projects 2020**

- **\$20,000** – commitment to the Vulnerable Persons Registry
- **\$10,000** – maintenance fees for the TextNet system
- **\$10,000** – support to improving curb cuts
- **\$10,000** – support of the accessible pedestrian signals
- **\$34,000** – Complete accessible viewing area at JRCC Arena 2
- **\$ 1,000** – JRCC arena sledge maintenance

## **Barrier Removal Reserves**

To be accessed for planned projects as described above. In the event that funds remain in the reserves after the planned projects, The City of Sault Ste. Marie Accessibility Coordinator with input from City Departments, the Accessibility Advisory Committee and the public will return to council to approve other barrier removal initiatives.

## **Accessibility Standard Compliance**

### **Accessible Customer Service Standard**

All City of Sault Ste. Marie staff was trained in the Accessible Customer Service Standard in 2010. New staff is trained as part of the Corporate New Employee Orientation Sessions.

### **Accessibility for Ontarians with Disabilities Act General – Part 1**

#### **Establishment of accessibility policies**

The Corporation of the City of Sault St. Marie Accessibility policies are available on the Corporate website.

The Corporation of the City of Sault Ste. Marie's statement of commitment on accessibility can be found on the city website.

#### **Accessibility plans**

The Corporation of the City of Sault Ste. Marie maintains a multiyear accessibility plan

#### **Procuring or acquiring goods, services or facilities**

Goods, services, and construction purchased by the City of Sault Ste. Marie shall be procured with regard to accessibility for persons with disabilities in compliance with the Ontarians with Disabilities Act, 2001 S.O. 2001, c32; and the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11. (INFORMATION MANUAL F-III-11)

#### **Training**

The Corporation of the City of Sault Ste. Marie has developed a web based training program that will be completed by all City employees, volunteers and boards. This training educates on the Accessibility Standards and the Ontario Human Rights Code as it pertains to persons with disabilities

### **Information and Communication Standards - Part II**

#### **Feedback**

City of Sault Ste. Marie departments that have a process for receiving feedback will, upon request, provide accommodation for persons with disabilities to enable all persons the opportunity to provide feedback

#### **Accessible formats and communication supports**

City of Sault Ste. Marie departments will, upon request, provide or arrange for the provision of accessible formats and communication supports for persons with disabilities. This will be done in a timely manner and at a cost that is no more than the regular cost charged to other persons

#### **Emergency procedure, plans, or public safety information**

In City departments where such material exists it will be provided, upon request, in alternate format as soon as is practicable

## **Accessible websites and web content**

The Corporation of the City of Sault Ste. Marie's website complies with the requirement of *World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0, Level A*

## **Employment Standards – Part III**

### **Recruitment, assessment, selection process and notice to successful applicants**

The City shall notify employees and the public about the availability of accommodation for applicants with disabilities in its recruitment process.

## **Informing Employees of Supports**

The City includes a statement in the newsletter that reminds employees that workplace accommodation is provided upon request.

## **Accessible formats and communication supports for employees**

Upon request by an employee with a disability, the City shall consult with the employee to provide or arrange for the provision of accessible formats and communication supports for:

- information that is required in order to perform the employee's job
- information that is generally available to employees in the workplace

The City shall consult with the employee making the request in determining the suitability of an accessible format or communication support

## **Workplace emergency response information**

The City shall provide individualized workplace emergency response information to employees who have a disability, if the disability is such that the individualized information is necessary and the employer is aware of the need for accommodation due to the employee's disability.

## **Documented individual accommodation plans**

The City has developed and has in place a written process for the development of documented individual accommodation plans for employees with a disability (Early and Safe Return to Work letter).

## **H.R. POLICY 5-18 – GUIDELINES FOR ACCOMMODATING EMPLOYEES WITH DISABILITIES**

## **Transportation Standard – Part IV**

The City of Sault Ste. Marie Transit Division of the Public Works and Transportation Departments reports on the compliance of the transportation standard regulations with the exception of the On Demand Accessible Taxicab regulations outlined below.

The City of Sault Ste. Marie Transit Division will prepare a Multi Year Plan for transit regulations

## **Duties of Municipalities – Accessible Taxicabs**

The City of Sault Ste. Marie Police Service licenses and monitors the taxicab companies for compliance of the IASR transportation Standard requirements.

- Taxicabs will display their vehicle registration and identification information and make it available in accessible formats when requested
- Taxicabs owners and operators will have vehicle identification information on the rear bumper of the taxicab
- Taxicabs owners and operators are prohibited from charging a higher fare or an additional fee for persons with disabilities

## **ODA Design or Public Spaces Standards (Accessibility Standards for the Built Environment) Part IV.1**

The City shall comply with the AODA Design or Public Spaces Standards (Accessibility Standards for The Built Environment) when undertaking new construction and redevelopment of public spaces in the following areas:

- Recreational trails and beach access routes;
- Outdoor public use eating areas;
- Outdoor play spaces;
- Exterior paths of travel;
- Accessible Parking;
- Obtaining Services; and
- Maintenance of accessible elements.

## **Future Requirements**

The Ontario Government conducts legislative reviews on each accessibility standard. Each standard is required to be reviewed five years after it becomes law to determine whether it works as intended and to adjust, if required.

2017 – Additional regulations the Transportation Standard outlined in Transit plan.

2021 –All internet and WEB content must conform with WCAG 2.0 Level AA, other than, success criteria 1.2.4 Captions (live) and success criteria 1.2.5 Audio Descriptions (Pre-recorded)

## **Accessibility Resources**

[Ontarians with Disabilities Act](#)

[Accessibility for Ontarians with Disabilities Act](#)

[Integrated Accessibility Standard Regulations](#)

[access forward accessibility standards training](#)

[Ontario Human Rights Commission - Working together: the Code and the AODA](#)

**Developed/Submitted by:**

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## COUNCIL REPORT

March 21, 2016

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Nicholas J. Apostle, Commissioner of Community Services  
**DEPARTMENT:** Community Services Department  
**RE:** Municipal Day Cares – Option 5 – Operating out of Schools

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### PURPOSE

This report is in response to the following Council resolution:

“Resolved that appropriate staff be directed to pursue Option 5 – as outlined in the November 23, 2015 staff presentation to City Council and to report back to City Council as to the viability and feasibility of Option 5.”

This report is for Council’s information

### BACKGROUND

The latest report (attached) to Council was December 7, 2015. It provided detailed information on Option # 5 – operating municipal day cares in schools.

Senior staff from the City met with Algoma District School Board (ADSB) senior staff on December 14, 2015 and Huron-Superior Catholic District School Board (HSCDSB) senior staff on December 15, 2015.

The Ministry of Education is encouraging partnerships such as moving child care centres into schools. Presently there are nineteen child care centres, (in various forms), in schools within the District.

There are twelve ADSB schools that have child care centres. Three of the schools only provide before/after school programs, and two are alternative programs for high school age students (Etienne Brule and Prince Charles)

There are five HSCDSB schools that have child care centres. Three of the schools provide only before/after school programs. HSCDSB also directly delivers a half-day program in the former Holy Angels School.

The Conseil scolaire catholique du Nouvel-Ontario has one child care centre at Notre Dame du Sault school.

## **ANALYSIS**

### **Opportunities for Municipal Day Care Operations to Transition into Schools**

The ADSB's Isabel Fletcher School has an existing day care centre; it was constructed in 2015. A licensed service provider has not yet been identified to operate out of this centre. The centre is licensed for eighteen full-day spaces and thirteen before/after school spaces.

In addition the ADSB has stated that they would like to have daycares at both the new Rosedale Public School location (the former Alexander Henry High School) and at Francis H. Clergue Public School. Funding approval would be available should daycare spaces be allocated.

The HSCDSB's St. Basil School received funding for the construction of a day care centre which is anticipated to be up and running by mid-September 2017. A licensed service provider has not yet been identified to operate this centre. The program is for forty-nine full-day spaces and fifty-six before/after school spaces.

The HSCDSB's Holy Family School has a day care centre. It has been operated by municipal day care staff for more than five years. The program offers sixteen full-day spaces and twenty-six before/after school spaces.

### **Number of Child Care Spaces**

Presently the municipal day cares are licensed for one-hundred spaces of which forty-nine are non-subsidized and fifty-one are subsidized.

There are numerous factors that go into the calculation of the number of spaces. Under the present legislation and conditions, if the municipal day care operations move solely into schools (Isabel Fletcher, St. Basil, and Holy Family) the number of licensed spaces would be reduced by seven or as much as seventeen. Social Services Department staff has stated that they would implement a process to reallocate the remaining spaces to another licensed service provider, should the City relocate its operations into schools. In addition, they noted that all of the spaces may not be able to be reallocated into the rest of the system which would result in an overall reduction in the number of daycare spaces in the community.

The Ministry of Education has noted that changes to the legislation regarding child care ratios are being looked at. If these changes were passed into legislation then the number of licensed spaces would be able to be accommodated within the proposed three schools day care centres. The problem is we don't know if the changes will be passed into legislation. Furthermore, the cost to the City to operate the day care centres would not materially change if the legislation is implemented.

Previously it was reported to Council that the DSSMSSAB could possibly increase the number of daycare spaces in the community by as many as twenty if the City were to transfer the one-hundred spaces to another provider via the DSSMSSAB. In other words, the City's one-hundred spaces could possibly increase to one-hundred and twenty under this scenario.

### **Administrative Issues**

Both school boards have an existing relationship with the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) with regards to daycare operations in schools. Specifically, there are agreements in place for the existing child care centres that are operating in both school boards' facilities.

The City would be required to enter into a service agreement, for each location, with the DSSMSSAB in order to receive funding. Typically these agreements are for a three-year term.

The DSSMSSAB is currently looking for an established service provider who is licensed by the Ministry of Education to operate out of Isabel Fletcher. They would not consider service providers that are proposing the operation of pilot programs in the schools; they want a long term commitment from a service provider.

A school based daycare provider is required to enter into a lease agreement with the appropriate board. Typically these agreements are for a one-year term; have an auto-renew clause, and have a provision for termination of the agreement whereby either party can give notice.

School board staff has stated that they do not have concerns with the City's daycare employee's being unionized. Their position is that the daycare operations in schools are provided by a third party operator and therefore the status of the operator's employees is not a concern.

### **Access to Facility**

Day care service providers that operate out of schools are required to coordinate their operations with the school's administration. School procedures and policies have to be followed including, access-to-school procedures. The daycare centres have their own entrances and play areas. Use of other school amenities is allowed, i.e. school gymnasium. Year-round programming (including Christmas break, March break, and summer months) is permitted at each location.

### **Financial Issues**

Under the terms of the agreement the boards are responsible for:

- Capital items

- Caretaking services (cleaning requirements that are above what is normally provided for schools would be the responsibility of the daycare provider).
- Equipment maintenance (i.e. HVAC, electrical, plumbing).

The service provider is responsible for:

- Rent payment (monthly) which is normally based on recovering costs such as utility consumption and caretaking services.
- All programming costs such as meals, art/crafts supplies, toys etc.
- Internet and phone costs.
- Any renovations required in addition to funding available through the Ministry of Education or required after the initial establishment of the daycare.

Relative to the current cost of the municipal day care program, transitioning into schools would result in an annual **operational** savings of \$150,000 to \$175,000.

Operating out of schools would result in a **capital** cost savings (twenty-five year estimate) of approximately \$1 million to the property tax levy (the estimated savings for Maycourt Day Care Centre is \$521,000 and for Jessie Irving Day Care Centre it is \$603,000).

Below is a financial table that summarizes the estimated revenues and expenditures for operating day cares in the three schools. The calculations were based on the programs being at 100% capacity. Through the analysis of historical data it has been determined that the municipal day cares, throughout the year, operate at an average operational cost of approximately 85%. Therefore it is recommended that Council use the 85% revenue and expense figures highlighted in the table.

	100% Capacity	85% Capacity	75% Capacity
<b>REVENUE</b>			
Fees and Subsidies	(\$1,500,000)	(\$1,260,000)	(\$1,120,000)
<b>EXPENDITURES</b>			
Salaries & Benefits	\$1,460,000	\$1,460,000	\$1,460,000
Operating	\$110,000	\$110,000	\$110,000
<b>NET Cost/(Profit)</b>	\$70,000	\$310,000	\$450,000

All of the above costs have been factored into the financial analysis which was provided to Council at their December 7, 2015 meeting (copy attached).

### **Implementation of the Transition to Schools**

A preliminary plan has been drafted for the transition of the municipal daycare operations into Isabel Fletcher School and St. Basil School. A detailed plan would be prepared upon approval from Council to transition into these schools.

The transition plan does not prematurely displace any children from the municipal day care program. The number of spaces would be reduced at the end of June in 2016 and 2017.

### **IMPACT**

#### **Feasibility of Option 5**

Council has asked staff to report on the feasibility of Option 5, in other words, can Option 5 be accomplished. Staff's position is that Option 5 is feasible for the following reasons:

- The ADSB is looking for a daycare provider for their Isabel Fletcher School daycare centre.
- The HSDCSB is looking for a daycare provider for the daycare centre at St. Basil School. The board has received funding for this daycare centre and it is slated to be ready for September 2017.
- There are eighty-three daycare spaces available between the Isabel Fletcher School and St. Basil School daycare centres.
- The municipal daycare program's allotment of daycare spaces is one-hundred.
- There are no administrative issues that would impede the transition into school daycare centres.
- A transition plan could be implemented that would see the municipal daycare operations move into Isabel Fletcher School and St. Basil School without prematurely displacing any children from the program.

#### **Viability of Option 5**

Council has also asked staff to report on the viability of Option 5. Staff's position is that although going into schools reduces the City's overall costs including on-going capital costs, it is not viable for the following reasons:

- The funding model is constantly changing resulting in the DSSMSSAB not being able to guarantee the level of financial commitment for daycare into the future. Child Care funding is based on provincial funding formulas and allocations determined by the Provincial government.
- There would continue to be an operating loss which would be funded from the municipal tax base. This loss is estimated at \$310,000 annually.
- The City pays a premium for each of its child care spaces, effectively creating a two-tier system. The City pays an annual levy to the DSSMSSAB for its share of all daycare spaces the DSSMSSAB funds. In addition, the City funds the operating loss of the three municipally operated daycare centres.

- Transitioning out of daycare would provide a financially equitable daycare program in the community. The City would pay only the annual levy to the DSSMSSAB for its share of the community daycare spaces the DSSMSSAB funds.
- All, some, or part of the seventeen spaces that would remain as a result of relocating into schools may not be able to be reallocated into the rest of the system resulting in an overall reduction in the number of daycare spaces in the community.

**STRATEGIC PLAN**

This matter is not specifically identified in the Corporate Strategic Plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Community Services dated March 21, 2016, concerning the viability and feasibility of operating municipal daycares in schools (Option 5), be received, as information.

Respectfully submitted,



Nicholas J. Apostle, Commissioner,  
Community Services Department



## COUNCIL REPORT

December 7, 2015

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Nicholas J. Apostle, Commissioner of Community Services  
**DEPARTMENT:** Community Services Department  
**RE:** Day Care Review - Operation of Municipal Day Cares in Schools

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### PURPOSE

This report is in response to the following Council resolution on November 23, 2015:

"Whereas City Council has received the report of the Day Care Review Committee dated 2015 11 23 as information; and

Whereas City Council has postponed consideration of the staff recommendation that the city of Sault Ste. Marie transition out of being a day care provider; and

Whereas the Day Care Review Committee has identified an option to operate municipal day care centres out of schools, specifically called option #5; and

Whereas City Council requires more information as to what this model would look like,

Therefore be it resolved that appropriate staff review the said option #5 and report back to Council with the following considerations:

- 1) What this model would look like.
- 2) What cost savings would the City realize.
- 3) What kind of agreements would have to be in place between the City and the Boards of Education.
- 4) What increases can be applied to the 'full fee' to get closer to a break even financial situation for the City.

# Attachment 1

Report to Council – Day Care Review - Operation of Municipal Day Cares in Schools  
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- 5) Any other information pertinent to a City/Board of Education agreement that will impact the decision of moving municipal day care operations into schools; and

Further be it resolved that City Council thank staff and all members of the Day Care Review Committee for their time and effort given to this review."

Further, it is staff's recommendation that this report is provided to Council as information.

## **BACKGROUND**

Council deferred the November 23, 2015 reports on this matter; specifically, the Day Care Review Committee report which was for Council's information, and the staff report that recommended the City transition out of being a day care provider.

With respect to Council's November 23, 2015 resolution on this matter, staff met on several occasions during the week of November 23, 2015 to thoroughly review the financial analysis of the Day Care Review Committee's Option #5. Involved in the review were: The Commissioner of Finance; the Commissioner of Social Services; the Commissioner of Human Resources; the Commissioner of Community Services; the Manager of Community Childcare Services; and the Acting Manager of Day Care Services.

## **ANALYSIS**

In their November 23, 2015 resolution Council identified five items. A response appears after each item.

**1) What this model would look like?** The Municipal Day Cares would operate out of schools that have space identified for the provision of day care. Presently the Municipal Day Cares operate one centre out of Holy Family Separate School.

Isabel Fletcher Public School recently constructed a day care area although a provider has not yet been identified. In addition, funding for a day care area in St. Basil Separate School was recently announced.

**2) What cost savings would the City realize?** The annual operational savings, relative to current levels, is estimated to be \$150,000 to 175,000. It is important to note that there would still be a cost to the City, which is estimated to be \$290,000 to \$315,000 annually.

In addition, there would be a capital cost savings (25 year estimate) of approximately \$1 million to the property tax levy (the estimated savings for Maycourt Day Care Centre is \$521,000 and for Jessie Irving Day Care Centre it is \$603,000).

# Attachment 1

Report to Council – Day Care Review - Operation of Municipal Day Cares in Schools  
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**3) What kind of agreements would have to be in place between the City and the Boards of Education?** For each location, a license agreement with the appropriate School Board would need to be in place. In addition, the City would also need a Service Agreement with the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB).

**4) What increases can be applied to the 'full fee' to get closer to a break even financial situation for the City?** It is estimated that the "full fee" rate would need to be increased by \$25 to \$30 per day to get closer to a breakeven situation. The resultant total "full fee" would be \$65 to \$70 per day. To put this in a yearly perspective, presently "full fee" paying parents pay approximately \$9,700 per year; this would need to increase to between \$15,800 and \$17,000 yearly.

**5) Any other information pertinent to a City/Board of Education agreement that will impact the decision of moving municipal day care operations into schools.** A requirement of the DSSMSSAB is that the successful proponent for the School based day care programs will need to confirm they intend to deliver day care services for the conceivable future – long term.

With respect to severance obligations, if the City continues to be the employer of choice then there are no successor right implications as there would not be a sale or transfer of service. This also eliminates any severance obligations. The Schools Boards would need to do their own analysis of the various day care providers and contracted services detail to determine the potential for successor rights and /or related employer challenges at the appropriate time.

## IMPACT

Below is a financial table that summarizes the estimated revenues and expenditures for operating day cares in the three schools. The calculations were based on the programs being at 100% capacity. Through the analysis of historical data it has been determined that the municipal day cares, throughout the year, operate at an average operational cost of approximately 85%.

Therefore it is recommended that Council use the 85% revenue and expense figures noted in the table below.

# Attachment 1

Report to Council – Day Care Review - Operation of Municipal Day Cares in Schools  
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	100% Capacity	85% Capacity	75% Capacity
<b>REVENUE</b>			
Fees and Subsidies	(\$1,500,000)	(\$1,260,000)	(\$1,120,000)
<b>EXPENDITURES</b>			
Salaries & Benefits	\$1,460,000	\$1,460,000	\$1,460,000
Operating	\$110,000	\$110,000	\$110,000
<b>NET Cost/(Profit)</b>	\$70,000	\$310,000	\$450,000

## STRATEGIC PLAN

This matter is not specifically identified in the Corporate Strategic Plan.

## RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of Commissioner of Community Services dated December 7, 2015, regarding operating the municipal day cares solely out of schools, be received as information.

Respectfully submitted,



Nicholas J. Apostle, Commissioner,  
Community Services Department

*Attachment I*



## COUNCIL REPORT

November 23, 2015

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Nicholas J. Apostle, Commissioner of Community Services  
**DEPARTMENT:** Community Services Department  
**RE:** Municipal Day Cares

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### PURPOSE

The purpose of this report is to provide Council with senior staffs' position regarding the continued operation of Municipal Day Cares and, is in conjunction with the Day Care Review Committee's report that appears elsewhere on Council's agenda. To insure equity to all taxpayers and equal benefit to day care users, staff recommends that the City notify the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) that it intends to transition out of providing day care.

### BACKGROUND

The Day Care Review Committee's report contains extensive background information on this matter and appears elsewhere on your agenda. So as not to overload or confuse the matter, this report will reference the Committee's report, rather than reproduce the entire background information.

**May 12, 2014 Council meeting** – in response to the March 3, 2014 Council resolution, reports were submitted by the Chief Administrative Officer, the Commissioner of Human Resources, the Commissioner of Finance, and the Commissioner of Community Services. All of the staff reports recommended that Council authorize staff to take the initial steps to effect the transfer of the 100 Municipal Day Care spaces to other licensed day care providers via the DSSMSSAB.

### ANALYSIS

The provincial mandate and funding formula has changed over the years resulting in a significant reduction in total funding to the region since 2013.

Upon Council's approval, a process would be implemented for the City to transition out of being a day care provider. This process would commence in

# Attachment 1

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2015 11 23  
Page 2.

January 2016 and have an intended end date of December 31, 2016. The various issues of the transition would be dealt with during this time frame including but not limited to any and all requirements of: the DSSMSSAB; the Ministry of Education; proper and appropriate notification to parents of enrolled children; all financial aspects; potential uses of the existing municipal day care facilities; all aspects of the legislated matters affecting staff and the associated human resource matters. Staff would report back to Council on a regular basis with updates on the transition.

## **IMPACT**

All of the areas impacted are thoroughly detailed in the Day Care Review Committee's report which appears elsewhere in Council's agenda.

## **STRATEGIC PLAN**

This matter is not specifically identified in the Corporate Strategic Plan.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Community Services on behalf of senior management staff, dated November 23, 2015, regarding having the City transition out of being a day care provider, be received and the recommendation that the City notify the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) that it intends to transition out of providing day care, and that staff commence a process in January 2016 to implement the various transitional issues including but not limited to any and all requirements of: the DSSMSSAB; the Ministry of Education; proper and appropriate notification to parents of enrolled children; all financial aspects; potential uses of the existing municipal day care facilities; all aspects of the legislated matters affecting staff and the associated human resource matters; and to be complete by December 31, 2016, be approved;

and further that staff report back to Council on a regular basis on the status of the transition.

Respectfully submitted,



Nicholas J. Apostle  
Commissioner of Community Services



## COUNCIL REPORT

November 23, 2015

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Nicholas J. Apostle, Commissioner of Community Services  
**DEPARTMENT:** Community Services Department  
**RE:** Day Care Review Committee Report

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### PURPOSE

This report is in response to the following Council resolution, which was passed on June 23, 2014.

"Whereas the Council of the City of Sault Ste. Marie has been asked to take the initial steps to effect the transfer of the 100 municipal day care spaces to other licensed daycare providers via the SSMDSSAB and Whereas Council has been asked to initiate the appropriate legal wind-down of municipal day care, and Whereas the City now operates three (3) day care centres: Maycourt, Jessie Irving, and the Best Start Program, and

Whereas a survey was used to gather on-line information, and

Whereas a public Open House was held on Wednesday June 11, 2014, and

Whereas many emails were received by members of Council from day care staff, concerned parents of children attending municipal day care centres and the public at large, and

Whereas many suggestions and questions were received related to finding options on how the City could make up the funding reductions of the municipal day care system by the Ministry of Education, Now Therefore Be it Resolved that the Council of the City of Sault Ste. Marie refer any decision on the legal wind-down of municipal day care, and strike a Municipal Day Care Review Committee to investigate all options on the future municipal provision of day care services, and

Be it further resolved that said Review Committee be comprised of:

The Commissioner of Community Service, the Commissioner of Finance, the Commissioner of Human Resources, the Commissioner of Social Services, the Manager of Community Child Care Services, two (2) day care staff members (one non-union and one union), a CUPE Local 67 executive member, two (2) members of City Council (councilors Niro and Bruni) and others that the committee may deem appropriate.

Further that the said Committee report its findings and recommendation to City Council.”

This report is provided for Council’s information.

## BACKGROUND

**March 3, 2014 Council meeting (See Appendix #3)** – the Commissioner of Social Services reported a change in the Provincial funding model for Day Care. This change resulted in a 27.5 % cut in the SSMDSSAB funding to the municipal day care program. Council passed the following resolution:

“Resolved that the report of the Commissioner of Social Services dated 2014 03 03 concerning Child Care Funding be referred to appropriate staff for review and report back to Council.”

**May 12, 2014 Council meeting (see Appendix #4)** – the following staff submitted reports in response to the March 23<sup>rd</sup> resolution: the Chief Administrative Officer, the Commissioner of Human Resources, the Commissioner of Finance, and the Commissioner of Community Services. All of the reports recommended that Council authorize staff to take the initial steps to effect the transfer of the 100 Municipal Day Care spaces to other licensed day care providers via the SSMDSSAB, and furthermore, to initiate the appropriate legal wind down of the Municipal Day Care. Council did not approve the staff recommendation; the following resolution was approved:

*“Resolved that this matter be postponed to June 23, 2014 Council meeting in order to allow for community consultation; and*

*Further that the following information be provided at that time:*

1. *confirmation from the Sault Ste. Marie DSSAB that the 100 day care spots can be absorbed by existing licenced day cares in the City*
2. *what increase in “full fee” is required to make continued municipal day care operations viable.”*

The following was undertaken to facilitate public comment on this matter. The findings were reported to Council on June 23, 2014:

- A Public Open House was held on Wednesday June 11, 2014.

- A survey using “Survey Monkey” was undertaken
- Public Comments were received through emails

**June 23, 2014 Council meeting (see Appendix #5)** – from the Commissioner of Finance, the Commissioner of Social Services, and the Commissioner of Community Services, were presented to Council as information. Council authorized a committee to review options (see resolution above under Purpose) and report back.

The formation of the Committee was postponed until after the municipal election.

The Committee’s first meeting was held on March 12, 2015. At that meeting, Councillor Niro and Councillor Bruni were voted in as Co-Chairs. Further, the committee approved having parent representatives from each of the Municipal Day Cares and a representative from a not-for-profit Day Care Centre.

The Committee’s second meeting was held on March 26, 2015. This meeting was a brainstorming session to identify concepts/options/alternatives for Council to consider. Four options were identified

The third Committee meeting was September 23, 2015. A fifth option was reviewed.

The final meeting was held on October 22, 2015 to review the draft report to Council.

## **ANALYSIS**

**Five options were identified for Council’s consideration (See Appendix #1):**

1. Close all Municipal Day Care Centres at the same time
2. Close Day Cares but stay open until a new provider(s) can be confirmed and able to take over the spaces
3. Part 1 – Systematically close Day Care Centres  
Part 2 – Operate only one Day Care Centre but at a break-even or profitable level
4. Keep all Day Care Centres open and continue to implement concepts that generate revenue and/or decrease expenses.
5. Operate Municipal Day Care Centres out of Schools – Close Jessie Irving and Maycourt Day Care Centres.

**Appendix #2** outlines various municipalities that have transitioned out of providing/operating municipal day care and also various municipalities that continue to provide/operate municipal day care.

Although the Council resolution dated, June 23, 2014, noted the Committee is to report its findings and recommendation to City Council, the Committee, due to its make-up, was not able to come to any recommendation that reflected a unanimous recommendation(s), other than Council receiving the report as information.

### **IMPACT**

The five options that are attached identify the Pros and Cons of each option, including the financial and human resource impact.

### **STRATEGIC PLAN**

This matter is not specifically identified in the Corporate Strategic Plan.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Community Services on behalf of the Day Care Review Committee, dated November 23, 2015, regarding the investigation of options on the future municipal provision of day care services, be received as information.

Respectfully submitted,

*“Marchy Bruni”*

Marchy Bruni  
Councillor, City of Sault Ste. Marie  
and Committee Co-Chair

*“Rick Niro”*

Rick Niro  
Councillor, City of Sault Ste. Marie  
and Committee Co-Chair

**Option #1**

Close all Municipal Day Care Centres at the same time.

Advantages to the Corporation (PROS)	Liabilities to the Corporation (CONS)
<ul style="list-style-type: none"> <li>1. Municipality would save approximately \$340,000 annually (operational requirements)</li> <li>2. From a real estate perspective there is value to the two Municipal Day Care facilities (Jessie Irving and Maycourt) could be sold.</li> <li>3. The City subsidy from DSSAB would go to other providers in the community.</li> <li>4. On-going capital items for the facilities would not need to be addressed. Capital investment required (25 year estimate)           <p><u>Maycourt</u></p> <p>2015-2018 = \$136,000            2019-2037 = <u>\$385,000</u>            TOTAL \$521,000</p> <p><u>Jessie Irving</u></p> <p>2015-2018 = \$156,500            2019-2037 = <u>\$446,500</u>            TOTAL \$603,000</p> <p>Note: A new roof was installed at a cost of \$210,000</p> </li> <li>5. Transfer of spaces to other licensed Day Care providers could open employment opportunities for laid off workers as (child/teacher) ratios are legislated by the Province.</li> <li>6. The Corporation is supporting local businesses by providing the opportunity to expand their operations.</li> </ul>	<ul style="list-style-type: none"> <li>1. The elimination of positions would result in severance packages totaling approximately \$480,000.</li> <li>2. It will be a loss to the Corporation to lose dedicated and skilled City employees.</li> <li>3. Economic impact to the City with the loss of good paying jobs and quality programs.</li> <li>4. Concern on how other day care facilities will absorb the spots, and if they can be absorbed.</li> <li>5. Potential negative impact on the Corporate image and employee morale.</li> <li>6. Notice period may not be sufficient to allow City Departments to develop a strategic plan to address the closure and implement the plan of action.</li> <li>7. Notice period may not be sufficient to allow Municipal Day Care Families to secure alternate arrangements.</li> </ul>

**Option #2**

**Close Day Cares but stay open until a new provider(s) can be confirmed and able to take over the spaces (children).**

Advantages to the Corporation (PROS)	Liabilities to the Corporation (CONS)						
<ul style="list-style-type: none"> <li>1. Municipality would save approximately \$340,000 annually (operational requirements)</li> <li>2. From a real estate perspective there is value to the two municipal day care facilities (Jessie Irving and Maycourt) could be sold.</li> <li>3. The City subsidy from DSSAB could go to other providers in the community assuming spaces are transferred to another provider.</li> <li>4. On-going capital items for the facilities would not need to be addressed. Capital investment required (25 year estimate)</li> </ul> <p><u>Maycourt</u></p> <table> <tr> <td>2015-2018 = \$136,000</td> </tr> <tr> <td>2019-2037 = \$385,000</td> </tr> <tr> <td>TOTAL               \$521,000</td> </tr> </table> <p><u>Jessie Irving</u></p> <table> <tr> <td>2015-2018 = \$156,500</td> </tr> <tr> <td>2019-2037 = \$446,500</td> </tr> <tr> <td>TOTAL               \$603,000</td> </tr> </table> <ul style="list-style-type: none"> <li>5. Note: A new roof was installed at a cost of \$210,000</li> <li>6. Spaces would be transferred over to the new Day Care provider which would allow parents to obtain spaces in other Day Cares.</li> <li>7. It will allow DSSAB time to work with local Day Care providers</li> <li>8. It allows time to implement the steps necessary to transfer the 100 Day Care spaces from Municipal Day Care program to other licensed Day Care providers.</li> <li>9. DSSAB has the notice required to develop and implement a strategic approach that would minimize the impact on families.</li> </ul>	2015-2018 = \$136,000	2019-2037 = \$385,000	TOTAL               \$521,000	2015-2018 = \$156,500	2019-2037 = \$446,500	TOTAL               \$603,000	<ul style="list-style-type: none"> <li>1. Cost will be incurred as the systematic process is implemented (operational and capital).</li> <li>2. There will be costs associated with maintaining the facilities until they are reconstituted.</li> <li>3. The elimination of positions would result in severance packages totaling approximately \$480,000.</li> <li>4. It will be a loss to the Corporation to lose dedicated and skilled City employees.</li> <li>5. Economic impact to the City with the loss of good paying jobs.</li> <li>6. Concern on how other day care facilities will absorb the spots, and if they can be absorbed.</li> <li>7. Potential negative impact on the Corporate image and employee morale.</li> </ul>
2015-2018 = \$136,000							
2019-2037 = \$385,000							
TOTAL               \$521,000							
2015-2018 = \$156,500							
2019-2037 = \$446,500							
TOTAL               \$603,000							

**Option #2**

**NOTE:** DSSAB requires a resolution form Council indicating the child cares will be closed. DSSAB cannot proceed with discussions to obtain other child care providers without a resolution to Close.

10. Transfer of spaces to other licensed Day Care providers will open employment opportunities for laid off workers as (child/teacher) ratios are legislated by the Province.

**Option #3**

**Part 1 - Systematically close Day Care Centres. Review order of closure (i.e. Maycourt; Best Start; Jessie Irving)**

Advantages to the Corporation (PROS)	Liabilities to the Corporation (CONS)
<ul style="list-style-type: none"> <li>1. Municipality would save approximately \$340,000 annually (operational requirements)</li> <li>2. From a real estate perspective, there is value to the two municipal day care facilities (Jessie Irving and Maycourt) could be sold.</li> <li>3. The City subsidy from DSSAB could go to other providers in the community assuming spaces are transferred to another provider.</li> <li>4. On-going capital items for the facilities would not need to be addressed. Capital investment required (25 year estimate)</li> </ul> <p><u>Maycourt</u></p> <p>2015-2018 = \$136,000      2019-2037 = <u>\$385,000</u>      TOTAL \$521,000</p> <p><u>Jessie Irving</u></p> <p>2015-2018 = \$156,500      2019-2037 = <u>\$446,500</u>      TOTAL \$603,000</p> <p>Note: A new roof was installed at a cost of \$210,000</p> <ul style="list-style-type: none"> <li>5. Systematic closure would allow parents to obtain spaces in other day care centres.</li> <li>6. It will allow DSSAB time to work with local day care providers</li> <li>7. It allows time to implement the steps necessary to transfer the 100 day care spaces from Municipal Day Care program to other licensed day care providers.</li> <li>8. DSSAB has requested that ample notice be given of any closure so a strategic approach can be implemented that would minimize the impact on families.</li> </ul>	<ul style="list-style-type: none"> <li>1. Costs will be incurred in 2016 as the systematic process is implemented (operational and capital).</li> <li>2. There will be costs associated with maintaining the facilities until they are reconstituted.</li> <li>3. The elimination of positions would result in severance packages totaling approximately \$480,000.</li> <li>4. It will be a loss to the Corporation to lose dedicated and skilled City employees.</li> <li>5. Economic impact to the City with the loss of good paying jobs.</li> <li>6. Concern on how other day care facilities will absorb the spots, and if they can be absorbed.</li> <li>7. There is a concern that it is possible that children from the same family will have to attend different Day Care Centres.</li> <li>8. Potential negative impact on the corporate image and employee morale.</li> </ul>

**Option #3**

9. Transfer of spaces to other licensed day care providers will open employment opportunities for laid off workers as (child/teacher) ratios are legislated by the Province.

ANY CLOSURE SHOULD BE WITHIN THE TERM OF COUNCIL

**Option #3**

**Part 2 - Operate only one Municipal Day Care Centre but at break-even or profitable level.**

Advantages to the Corporation (PROS)	Liabilities to the Corporation (CONS)
<ol style="list-style-type: none"> <li>1. Municipality would save approximately \$340,000 annually (operational requirements) if operating at a break-even or profitable level.</li> <li>2. From a real estate perspective there is value and the closed Day Care facility (Jessie Irving OR Maycourt) could be sold.</li> <li>3. City could continue to operate high quality programs with decreased displacement of children.</li> <li>4. Fewer full-time staff would be impacted.</li> <li>5. The Municipal Day Cares would have the opportunity to implement new and innovative programming to include additional revenue sources.</li> </ol>	<ol style="list-style-type: none"> <li>1. Capital Investment required (25 year estimate)           <p><b>Maycourt</b></p> <p>2015-2018 = \$136,000 2019-2037 = <u>\$385,000</u> TOTAL \$521,000</p> <p><b>Jessie Irving</b></p> <p>2015-2018 = \$156,500 2019-2037 = <u>\$446,500</u> TOTAL \$603,000</p> <p>Note: A new roof was installed at a cost of \$210,000</p> </li> <li>2. Staff costs will continue to increase – currently wages comprise 88% of the childcare budget. Any amount of restructuring and revenue/expense changes cannot generate the amount of savings required to bring the operations to a break-even point.</li> <li>3. A full-fee rate of \$80/day to recover operational and capital costs is not within the parents' means which could affect enrollment.</li> <li>4. The elimination of positions would result in severance packages to some employees.</li> <li>5. Concern on how other day care facilities will absorb the spots, and if they can absorb the spots.</li> </ol>

**Option #4**

**Keep all Day Care Centres open and continue to implement concepts that generate revenue and/or decrease expenses.**

Advantages to the Corporation (PROS)	Liabilities to the Corporation (CONS)
<ol style="list-style-type: none"> <li>1. Staff would continue to implement reduction and revenue increases where possible.</li> <li>2. Employees are retained and severance packages totaling approximately \$480,000. are not required.</li> <li>3. Corporation retains dedicated and skilled employees.</li> <li>4. Municipal Day Care families' spots are retained at their current location.</li> <li>5. Able to continue to provide service for a large waiting list of children (Between the centres there are 450 children). There are a 1000 children on the 1 or more waiting lists throughout the Sault.</li> <li>6. When a municipality invests in child care they invest in the community. Economic benefit and employment.</li> <li>7. Preserve 3 high quality day care programs.</li> <li>8. The Municipal day cares have been used as models for training.</li> <li>9. The child cares provide safe, monitored licensed services.</li> <li>10. Quality day cares help attract young families to the Sault.</li> <li>11. Municipal day care facilities and grounds provide high level experiences and opportunities.</li> <li>12. Repairs that have been completed may improve efficiency and lower operating costs.</li> <li>13. Quality programs are a tool to recruit quality staff and retain them.</li> <li>14. To generate revenue could look at a partial increase in fees.</li> <li>15. To decrease costs could review supervisory structure.</li> </ol>	<p>1. The budgeted Day Care levy (deficit) of \$340,000 (2014) operating cost would continue to grow.</p> <p>2. Capital investment required (25 year estimate)</p> <p><u>Maycourt</u>      2015-2018 = \$136,000      2019-2037 = <u>\$385,000</u>      TOTAL \$521,000</p> <p><u>Jessie Irving</u>      2015-2018 = \$156,500      2019-2037 = <u>\$446,500</u>      TOTAL \$603,000</p> <p>Note: A new roof was installed at a cost of \$210,000</p> <p>3. The City's Day Care staff are currently among the highest paid in the area due to pay equity and therefore unable to renegotiate wages.</p> <p>4. Staff costs will continue to increase – currently wages comprise 86% of the child care budget. Any amount of restructuring and revenue/expense changes cannot generate the amount of savings required to bring the operations to a break-even point.</p> <p>5. A full-fee rate of \$80/day to recover operational and capital costs is not within the parents' means which could affect enrollment.</p> <p>6. Fairness issue: The Corporation does not provide any subsidy to other day care providers, other than what is provided through DSSMSSAB.</p> <p>7. Corporation already supports child care by paying to the DSSMSSAB levy. DSSMSSAB in turn funds licenced day care providers.</p>

**Option #5**

**Operate Municipal Day Care Centres out of Schools – close Jessie Irving and Maycourt Day Care Centres.**

**Comments:**

1. This scenario provides municipal day care services at potentially three different schools.
2. Retention of high quality day cares which helps attract young families to the City.
3. The Municipal Day Cares would continue to be used models for training other day cares.
4. The estimated cost to the City to operate these locations would be revenue neutral and perhaps even a small profit. Municipality would save approximately \$340,000 annually (operational requirements)
5. From a real estate perspective there is value to the two Municipal Day Care facilities (Jessie Irving and Maycourt) that could be sold.
6. The City would still receive the subsidy from DSSAB.
7. On-going capital items for the facilities would not need to be addressed. Capital investment required (25 year estimate)

**Maycourt**

2015-2018 = \$136,000

2019-2037 = \$385,000

TOTAL           \$521,000

**Jessie Irving**

2015-2018 = \$156,500

2019-2037 = \$446,500

TOTAL           \$603,000

Note: A new roof was installed at a cost of \$210,000

8. Severance packages would not be required.
9. The City retains dedicated and skilled employees.
10. Elimination of the economic impact due to the loss of good paying jobs and quality programs to the City.
11. Removal of the potential negative impact on the Corporate image and employee morale.
12. This option would require much more review in order to provide an accurate accounting of the impact.
13. Should the City decide to go this route and at some point in the future decide to divest itself of the Day Care business then any incoming Day Care provider would have to deal with the union succession rights.
14. Currently Isabel Fletcher Public School is looking for a day care provider. Because of our state of flux DSSAB would probably not consider us as a provider.

**Option #5**

15. The former St. Basil School is being repurposed to an elementary school and a day care is being considered. If approved the day care area would not be open until 2017.
16. There are fifteen (15) other Day Care providers and therefore it needs to be decided whether or not the Municipality should continue to be in the business of providing Day Care services any longer.

**2016 Budget**

<b>Income</b>	
Assessments	\$ 185,000.00
<b>Total Assessments Total</b>	<u>\$ 185,000.00</u>
 <b>Other Income</b>	
Associate Membership	\$ 150.00
Event Revenue	\$ -
Interest Income	\$ -
Donations	\$ -
<b>Total Other Income</b>	<u>\$ 150.00</u>
<b>Total Income</b>	<u><u>\$ 185,150.00</u></u>
 <b>Expenses</b>	
<b>Salaries &amp; Benefits</b>	
Payroll	\$ 80,631.19
Payroll Subsidy	\$ -
<b>Total Salaries &amp; Benefits</b>	<u>\$ 80,631.19</u>
 <b>Assessment Write-offs and rebates</b>	\$ 20,000.00
 <b>Office Expenses</b>	
Rent	\$ 19,049.52
Office Cleaning	\$ 1,000.00
Supplies	\$ 1,000.00
Equipment Repairs & Maintenance	\$ 1,050.00
Telephone/Internet	\$ 3,110.99
Insurance	\$ 2,340.00
Postage & Courier	\$ 300.00
Photocopies	\$ 307.09
Recruiting	\$ -
<b>Total Office Expenses</b>	<u>\$ 28,157.60</u>
 <b>Memberships/Publications</b>	\$ 800.00
 <b>Marketing &amp; Communication</b>	
<b>Advertising</b>	
Radio	\$ 1,250.00
Social Media	\$ 600.00
Print	\$ 1,250.00
<b>Total Advertising</b>	<u>\$ 3,100.00</u>
 Downtown Newsletters	\$ 900.00
Promotions	\$ 300.00
Board Elections	\$ 300.00
<b>Total Marketing &amp; Communications</b>	<u>\$ 4,600.00</u>
 <b>Events &amp; Activities</b>	
Event Initiatives	\$ 19,958.46
<b>Total Events &amp; Activities</b>	<u>\$ 19,958.46</u>
 <b>Meetings &amp; Seminars</b>	
Board Meetings	\$ 1,200.00
AGM	\$ 572.74
<b>Total Meetings &amp; Seminars</b>	<u>\$ 1,772.74</u>
 <b>Professional Fees</b>	
Accounting/Audit	\$ 3,765.12
Bookkeeping	\$ 1,780.79
<b>Total Professional Fees</b>	<u>\$ 5,545.91</u>
 <b>Streetscaping &amp; Beautification</b>	
Lights/PUC	\$ 1,021.35
Iniativatives	\$ 21,862.09
<b>Total Streetscaping &amp; Beautification</b>	<u>\$ 22,883.44</u>
 Amortization	\$ -
WSIB	\$ 617.80
Bank Service Charge	\$ 182.86
	<u>\$ 800.66</u>
<b>Total Expenses</b>	<u><u>\$ 185,150.00</u></u>
<b>Net Income/Loss</b>	\$ -

**From:** <[MengLulu.LeBlanc@international.gc.ca](mailto:MengLulu.LeBlanc@international.gc.ca)>  
**Date:** March 2, 2016 at 5:26:57 PM EST  
**To:** <[s.butland@cityssm.on.ca](mailto:s.butland@cityssm.on.ca)>  
**Cc:** <[Carrie.GoodgeO'Brien@international.gc.ca](mailto:Carrie.GoodgeO'Brien@international.gc.ca)>  
**Subject:** Buy America/n Follow-Up Conversation

Good afternoon Steve,

It was a pleasure speaking with you. As discussed, I am including resources for some of the items we had provided a high level overview on. Please don't hesitate to contact us if you require further clarifications.

- <http://www.sell2usgov.ca> is the website maintained by the Government of Canada providing an overview of the Buy American Act, Buy American Provisions and selling to US government entities in general
- Canada's sub-federal procurement commitments, including for Ontario, are made under Annex 2 of the WTO Agreement on Government Procurement. For reference, the link can be found here: [https://www.wto.org/english/tratop\\_e/gproc\\_e/gp\\_app\\_agree\\_e.htm#revisedGPA](https://www.wto.org/english/tratop_e/gproc_e/gp_app_agree_e.htm#revisedGPA)  
We have confirmed that municipalities in the province of Ontario are not covered by international obligations at this time.
- Attached is the contact information for Martin Lavoie who is the contact Carrie mentioned as part of CME who could also be a resource for member companies on US government procurement requirements

As you know, I am part of the [Canadian Trade Commissioner Service](#) where we provide a free service to Canadian companies in their overseas efforts. We have a regional office located in Toronto who can connect interested companies to our network overseas. Their contact information can be found here: <http://tradecommissioner.gc.ca/ontario/office-bureau/index.aspx?office=TRNTO&lang=eng>

Don't hesitate to connect me with companies if specific questions arise on Buy America/n. Though we are not able to provide legal advice, we can provide our interpretation and insight on the situation based on our experience.

Regards,

**Lulu LeBlanc**  
Trade Commissioner | Déléguée commerciale  
Second Secretary (Commercial) | Deuxième secrétaire (commercial)  
[menglulu.leblanc@international.gc.ca](mailto:menglulu.leblanc@international.gc.ca)  
Telephone | Téléphone 202-682-7745  
Mobile | Cellulaire 202-445-1472  
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501 Pennsylvania Ave NW, Washington, DC 20001  
Embassy of Canada | Ambassade du Canada  
[www.tradecommissioner.gc.ca](http://www.tradecommissioner.gc.ca) | [www.deleguescommerciaux.gc.ca](http://www.deleguescommerciaux.gc.ca)  
[www.sell2usgov.ca](http://www.sell2usgov.ca) | [www.vendreaugouvusa.ca](http://www.vendreaugouvusa.ca)

January 15, 2014

## Latest 'Buy American' moves by U.S. spark retaliation threats in Canada

By John Ivison

*Canadian ambassador Gary Doer noted there have been calls for Canadian municipalities to 'Buy Canadian' in response to provisions before Congress*

Canada's ambassador to the United States has raised the prospect of retaliation against "discriminatory" Buy American provisions that are included in a new spending bill in Congress.

Gary Doer has written to the chairs of the powerful Senate and House committees on appropriations, noting there have been calls for Canadian municipalities to "Buy Canadian" in response to new Buy American provisions, currently before Congress.

The two committees have jurisdiction over all discretionary spending in Congress and are set to vote on new restrictions that would block Canadian companies from the multi-billion-dollar clean water infrastructure market.

"I encourage you to maintain the strong trade relationship with Canada, your largest customer," Mr. Doer wrote in the letter obtained by the *National Post*.

In Ottawa, however, officials on Wednesday downplayed any threat of an imminent Buy Canadian policy.

"Our government has consistently held the position that economic growth is spurred when trade barriers are lowered, not by creating new ones," said Jason MacDonald, the Prime Minister's director of communication. "That's why Canada has opposed, and will continue to oppose, protectionist measures like Buy American restrictions. We will continue to engage with the U.S. Administration in a meaningful manner to enhance, not restrict, the free flow of goods, services and people between our countries."

That message was repeated by John Baird, the Foreign Affairs Minister, when he met with U.S. officials in Washington, including John Kerry, the Secretary of State, and Michael Froman, the U.S. Trade Representative.

Mr. Doer points out in his letter to Harold Rogers, chair of the House Committee on Appropriations, and Barbara Mikulski, chair of the Senate committee, that trade between Canada and the U.S. on water infrastructure equipment was \$12-billion in 2012, with the exports from the U.S. making up the bulk of that amount.

"With 25% of all U.S. exports in this sector going to Canada, we represent an important source of jobs tied to those exports."

He said Canada is concerned by the new "discriminatory" procurement restrictions in the bill.



Dario Ayala/Postmedia News

The flurry of diplomatic activity follows moves in Congress that would restrict Canadian companies from bidding on \$2.4-billion of water infrastructure projects this year.

Congress is set to vote on the protectionist amendments later this week and the expectation is that they will pass. Previous attempts to implement Buy American policies were foiled by opposition inside the U.S. from manufacturing companies like General Electric. But the sponsors of the new amendment have narrowed the application of Buy American to iron and steel products like pipes and manhole covers used in water infrastructure.



American firms like Alabama-based iron pipe maker McWane Inc. have lobbied hard to retain Buy American provisions in the bill.

The fear in Canadian circles is the Interior, Environmental and Related Agencies Appropriation Bill currently before Congress will set a precedent for the billions of dollars that the U.S. federal government spends on other state and municipal-level infrastructure projects every year.

At the same time, Ottawa is expected to spend \$53-billion on its own infrastructure projects over the next 10 years, without any restrictions. McWane, through its Canada Pipe subsidiary, would be eligible to bid on that work.

'Our government has consistently held the position that economic growth is spurred when trade barriers are lowered, not by creating new ones'

The Canadian Manufacturers and Exporters trade organization has urged the Conservative government to use those funds as leverage to gain an exclusion from Buy American rules.

"We need to catch the attention of the Americans with a procurement policy that would provide reciprocity of treatment for components used in large infrastructure projects," said Jayson Myers, president of the Canadian Manufacturers.

However, industry sources suggest the threat of retaliation is a hollow one. While the Foreign Affairs department has been pushing for "reciprocity," Denis Lebel's Infrastructure department is not keen to impose restrictions that might slow construction of projects like the Champlain Bridge in Montreal.

One source suggested the U.S. steel industry doesn't believe Canada has the guts to retaliate. "If there is no reaction from Canada in this case, it will reinforce that view."

*National Post*

government procurement dollars must go to U.S. small and minority-owned businesses. Federal departments and agencies consistently meet this target. For example, federal government departments and agencies reported 6,675,895 small-business "eligible actions" in 2007, with a value of over \$378.5 U.S. billion, 22% of total eligible federal procurement spending.<sup>11</sup>

American procurement law "requires that a small business be established in the United States to be eligible for set-aside contracts and preference programs."<sup>12</sup> Suppliers located in Canada are ineligible.

Set-aside programs are also commonplace at the state level. For example, President Obama's home state of Illinois requires that a "fair proportion" of all state procurement contracts be set aside for Illinois small businesses. In the case of construction, a fair proportion is defined as between 25 and 40 per cent of total contracts.<sup>13</sup>

Such programs are very popular in the U.S. and, despite persistent demands from its trading partners, the U.S. has shown no inclination to limit them. Even if Canada fully committed its provincial and municipal procurement under the WTO-AGP, it would not have the slightest impact on the U.S. use of set-asides at either the federal or state level.

### ***Buy America requirements***

The third key local preference tool is the requirement to purchase American goods and construction services that the federal government attaches when it transfers funding for infrastructure and other projects to state and local governments. Such conditions, referred to as Buy America requirements, have been inserted into many pieces of federal legislation, notably laws funding transportation, mass transit, and airport and highway construction.<sup>14</sup>

Typically, Buy America rules stipulate that the domestic content for construction materials must be 60% and that iron and steel used in construction projects must be 100% U.S.-produced. If a state or local government project is even partially funded by a federal grant, any Buy America conditions must be met.

Procurement by state and local governments is not covered by NAFTA. As already noted, thirty-seven U.S.

states have made some commitments under the WTO-AGP.<sup>15</sup> Because Canada did not make any commitments at the provincial level, the U.S. applies "reciprocity provisions" that prevent Canadian suppliers from taking advantage of the U.S. state-level commitments under the AGP.

This state-level coverage and the reciprocity provisions are central to the U.S. proposition that Canadian commitments under the AGP can resolve Canadian concerns over access to U.S. stimulus projects. In return for guaranteed access to Canadian provinces' and local governments' procurement, the U.S. is offering to waive the reciprocity requirements. But this argument does not stand up to scrutiny.

While giving Canadians the same rights as other AGP signatories could improve access to a portion of routine state purchasing (for example, administrative purchasing of office equipment and other supplies by state departments), most big-ticket items, and particularly the types of projects funded through the Recovery Act, would remain off limits to Canadian suppliers.

Even in those states bound by the AGP, there are numerous state-level exemptions (for example, purchases of motor vehicles, coal, printing, construction-grade steel). In the words of the European Union—itself an AGP signatory—these exemptions "seriously limit the procurement opportunities open to foreigners."<sup>16</sup> Moreover, procurements that benefit from specific types of federal funding, such as mass transit and highway construction, are *fully excluded*.<sup>17</sup> Public utilities services, including telecommunications, are excluded.<sup>18</sup> Set-asides by state governments are also fully exempted, without limit. This means that state governments are free to set aside any procurement contract, without foreign suppliers having any recourse under WTO rules.

Importantly, U.S. local governments—including all the major cities in the U.S., where much of the stimulus infrastructure spending will be disbursed—are not bound by U.S. commitments under the WTO. Nor are state-level utilities, such as public water, telecommunications and electricity utilities. As the U.S. government recently explained at the WTO in Geneva : "The US General Note 2 of the GPA provides that: 'Except as specified otherwise in this Appendix, procurement in terms of US coverage

does not include non-contractual agreements or any form of government assistance, including cooperative agreements, grants, loans, equity infusions, guarantees, fiscal incentives...'. This exclusion applies to all the government entities covered by the Agreement. That means that where a state that is listed in an international agreement provides grants, loans or other types of financial assistance to a local government entity, it would not be considered procurement by the state government, but rather would be considered a procurement by the local entity undertaking the procurement."<sup>19</sup>

Remove highway, mass transit, municipal infrastructure, utility spending—and in many states steel, motor vehicles, coal and printing—from the procurement pie, then cut out set-asides, the 13 states that have no commitments, and all municipal procurement on top of this, and it is easy to see that the U.S. offer is largely without substance. Even if Canada fully signed on to the WTO-AGP, Canadian suppliers would remain excluded from the bulk of U.S. sub-federal, stimulus-funded projects.

### ***Previous Canada-U.S. procurement negotiations***

This plethora of gaps and exclusions in the U.S. AGP commitments is the very reason that Canada refused to cover the provinces under the WTO-AGP. During the WTO negotiations in Geneva in the mid-1990s, Canada did offer to cover provincial procurement. In return, it demanded that the U.S. address the problems being experienced by Canadian suppliers, who were even then excluded from procurement opportunities in the U.S., mainly because of Buy America preferences and set-asides for small and minority businesses. The U.S. government refused to address Canadian concerns about buy-local preferences, and the talks ended in failure.

From the minutes of the WTO negotiating group, here is how the Canadian representative explained the reasons for Canada's decision not to cover sub-federal procurement:

"Canada was prepared to table an offer at the sub-central level if, and only if, members were prepared (1) to include sectors of priority interest to Canadian suppliers, for example, in the steel and transportation areas; and (2) to agree to

circumscribe the use of small business and other set-asides in a manner that, while not precluding their use, would provide an acceptable security of access to suppliers from all members of the Interim Committee. It was Canada's position that, in providing increased and secure market access to its trading partners, it was not unreasonable to expect the same degree of reciprocal market access in return. In the context of the present offers, this circumstance simply did not exist."<sup>20</sup>

In short, the U.S. offer was riddled with exceptions and did not provide meaningful access. The Canadian negotiators concluded that, without reciprocity, there could be no deal. While misguided media analysts have pilloried Canada and the provinces for this decision, it was fully justified. Nothing has changed in the current U.S. position to support a different decision today.

### ***Conclusion***

Despite strenuous diplomatic efforts, there is virtually no chance that Washington will agree either to scrap the Buy American rules or to exempt Canadian suppliers from them. With the initial Canadian proposal for a meaningful exemption sidelined, Canada is now negotiating in a fog and a panic.

At U.S. insistence, the negotiations are increasingly focussed on the mechanics of Canada covering its provinces and municipal governments under the WTO-AGP. Yet, as we have seen, even if Canada fully committed provinces and municipal governments under the AGP, it would not significantly increase Canadian suppliers' access to U.S. markets.

Such a deal would, however, severely curtail the democratic authority of provincial and local governments to maintain and adopt purchasing policies that benefit their citizens. If Canadian negotiators give up too much ground, it could well pry open Canadian public services to U.S. for-profit corporations.

Instead of tilting at the windmill of an unattainable exemption, our governments should emulate what is best in the U.S. buy-local procurement policies and employ them to benefit Canadians. This stance would undoubtedly irk certain American interests, but they could hardly cry foul. The Canadian government would

(2)

## CANADIAN PREFERENCE POLICY

The Corporation of the City of Sault Ste. Marie has adopted a Canadian preference in purchasing policy, therefore, will take into consideration the percentage of "Canadian Content" in goods offered when evaluating tenders.

*CANADIAN CONTENT IS DEFINED AS THE DIFFERENCE BETWEEN LAIDDOWN COST AND VALUE OF IMPORTED GOODS OR IMPORTED PARTS, THEREFORE, ALL VALUES ADDED IN CANADA INCLUDING LABOUR, MATERIALS, TRANSPORTATION, DUTY AND TAXES, AND THE CANADIAN SUPPLIERS PROFITS ARE JUDGED TO BE CANADIAN CONTENT.*

In the event tenders are received in which the bidder fails to provide Canadian Content information or fails to sign the certificate of Canadian Content, it will be considered that their bid contains no Canadian Content and will therefore be calculated at zero.

### **STATEMENT OF CANADIAN CONTENT**

A price preference of 10% will be applied in respect of the Canadian content of goods and services supplied in the requirements of this contract.

CANADIAN CONTENT IS DEFINED AS THE DIFFERENCE BETWEEN THE LAID-DOWN COST AND VALUE OF IMPORTED GOODS OR IMPORTED PARTS, THEREFORE, ALL VALUES ADDED IN CANADA INCLUDING LABOUR, MATERIALS, TRANSPORTATION, DUTY AND TAXES, AND THE CANADIAN SUPPLIERS' PROFIT ARE JUDGED TO BE CANADIAN CONTENT.

Bidders must state the amount of imported value of goods and services to be supplied under the requirements of this contract, and an Officer of the Company shall certify that the amount stated is correct. Supporting documents must be available and supplied to the City Corporation, if requested to support the stated amount.

If the Canadian content information is found to be incorrect, the quotation/tender will be rejected, and the bidder may be disqualified from all future bidding.

#### **CANADIAN CONTENT**

(A)	Total Actual Bid (Net Total Including Duty, Freight and Taxes)	:	\$
(B)	Less Dutiable Value of Imported Goods (Per M.A. Customs Invoices - in Canadian Funds)	:	\$
(C)	Canadian Content (Line "A" Minus Line "B")	:	\$

#### **CERTIFICATE OF CANADIAN CONTENT**

I hereby certify that the Canadian content as stated above is correct, and supporting documents verifying the amount stated will be provided if required.

**Signing Officer** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

October 22, 2008

Mr. Ken Lewenza  
President  
CAW - Canada  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

Dear Mr. Lewenza:

**Re: *Buy Canadian - Build Communities Resolution***

You have asked for our opinion about the compatibility of “Buy Canadian” purchasing policies with the procurement rules of both international and domestic trade agreements.

In order to foster such policies, the CAW is proposing that municipal councils adopt a *Buy Canadian – Build Communities Resolution* that would have them i) adopt “Buy Canadian” purchasing policies, and ii) call for federal and provincial legislative initiatives that would implement such policies.

Procurement policies are used by many nations as a critical tool for fostering economic development and employment, and from time to time Canadian governments have done so as well. However Canada’s approach has been *ad hoc*, and public purchasing has often favoured foreign goods and services even during times of economic downturn. Moreover, unlike many nations, including the United States which has enacted two federal statutes to implement “Buy American” policies, the Canadian federal government has declined to legislate to ensure that public spending is used to favour Canadian goods and services.

Recently, some governments have raised concerns that Buy Canadian procurement policies may offend international or domestic trade rules. The following opinion addresses this concern.

**Short Answer:**

For reasons that are set out below, neither international nor domestic trade agreements prevent municipal governments from adopting procurement policies that favour Canadian goods and services. Their prerogatives to do so include the right to specify Canadian content and final assembly requirements for public transit vehicles.



First Session, Forty-second Parliament,  
64-65 Elizabeth II, 2015-2016

Première session, quarante-deuxième législature,  
64-65 Elizabeth II, 2015-2016

HOUSE OF COMMONS OF CANADA

CHAMBRE DES COMMUNES DU CANADA

## BILL C-227

An Act to amend the Department of Public Works and Government Services Act (community benefit)

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FIRST READING, FEBRUARY 24, 2016

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## PROJET DE LOI C-227

Loi modifiant la Loi sur le ministère des Travaux publics et des Services gouvernementaux (retombées locales)

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PREMIÈRE LECTURE LE 24 FÉVRIER 2016

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MR. HUSSEN

M. HUSSEN

421153

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## SUMMARY

This enactment amends the *Department of Public Works and Government Services Act* to provide the Minister with the authority to require an assessment of the benefits that a community derives from a construction, maintenance or repair project.

## SOMMAIRE

Le texte modifie la *Loi sur le ministère des Travaux publics et des Services gouvernementaux* afin de conférer au ministre le pouvoir d'exiger une évaluation des retombées locales que génèrent des travaux de construction, d'entretien ou de réparation.

## BILL C-227

An Act to amend the Department of Public Works and Government Services Act (community benefit)

1996, c. 16

Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

**1 The Department of Public Works and Government Services Act is amended by adding the following after section 20:**

### Definition of *community benefit*

**20.1 (1)** For the purpose of this section, *community benefit* means a social or economic benefit that a community derives from a construction, maintenance or repair project, and includes local job creation and training opportunities, improvement of public space within the community and any other specific benefit identified by the community.

### Community benefit — requirement

**(2)** The Minister may, before awarding a contract for the construction, maintenance or repair of public works, federal real property or federal immovables, require bidders on the proposal to provide information on the community benefits that the project will provide.

### Report to Minister

**(3)** A contracting party shall, upon request by the Minister, provide the Minister with an assessment as to whether the project has provided community benefits.

### Report to Parliament

**(4)** The Minister shall cause to be tabled before each House of Parliament, within 15 days after the end of each fiscal year or, if Parliament is not then sitting, on any of

## PROJET DE LOI C-227

Loi modifiant la Loi sur le ministère des Travaux publics et des Services gouvernementaux (retombées locales)

1996, ch. 16

Sa Majesté, sur l'avis et avec le consentement du Sénat et de la Chambre des communes du Canada, édicte :

**1 La Loi sur le ministère des Travaux publics et des Services gouvernementaux est modifiée par adjonction, après l'article 20, de ce qui suit :**

### Définition de *retombées locales*

**20.1 (1)** Pour l'application du présent article, *retombées locales* s'entend des retombées sociales et économiques générées à l'échelle locale par des travaux de construction, d'entretien ou de réparation, notamment la création d'emplois et les possibilités de formation, l'amélioration de l'espace public et toute autre retombée préci-sée par la population locale.

### Retombées locales — exigence

**(2)** Le ministre peut, avant d'attribuer un marché pour la construction, l'entretien ou la réparation d'ouvrages pu-blics, d'immeubles fédéraux ou de biens réels fédéraux, exiger que les soumissionnaires fournissent des rensei-gnements sur les retombées locales que généreront les travaux.

### Rapport au ministre

**(3)** À la demande du ministre, les parties contractantes lui présentent une évaluation précisant si les travaux ont généré des retombées locales.

### Rapport au Parlement

**(4)** Dans les quinze jours suivant la fin de chaque exer-cice ou, si le Parlement ne siège pas, dans les quinze pre-miers jours de séance ultérieurs, le ministre fait déposer

the first 15 days next thereafter that Parliament is sitting, a report assessing whether construction, maintenance or repair projects have provided community benefits.

devant chaque chambre du Parlement un rapport évaluant si les travaux de construction, d'entretien ou de réparation ont généré des retombées locales.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-30**

**PARKING:** (P3.9(3)) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

**1. SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

**2. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 21<sup>st</sup> day of March, 2016.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

## SCHEDULE "A"

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC,JOHN	DENTAL BUILDING	946 & 216 QUEEN ST E
138	CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLUVUE MARINA & BONDAR MARINE & PARK
151	PARR,DEREK	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
153	TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	D'AGOSTINI,ROSEMARY DR.	RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL,ROBIN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
248	CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
249	CHO,LINDA	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
253	TRAVSON,TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE,JOHN (TED)	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
321	LORENZO,COREY	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO,DONALD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
344	HARPE,KEN	HOLIDAY INN.	320 BAY ST.
346	HAZLETON,MARGARET	CITY OF SAULT STE. MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
368	TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
389	CARMICHAEL,MARY	ONT.FINNISH HOME ASS.	725 NORTH ST.
370	HANSEN,LOUIS	ONT.FINNISH HOME ASS.	725 NORTH ST.
372	BENOIT,ALAIN	ONT.FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
378	FINN,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
391	MCLEOD,HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
411	MOORE,ROBERT	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR JOHN RHODES/QE SPORTS COMPLEX
420	FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
430	RUSCIO,DOMINIC	MAJOR CONTRACTING LTD	DAY'S INN HOTEL
435	TRAMBLE,GEORGE	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
441	WILSON,DAVID	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
442	MACLENNAN,MATTHEW	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
443	MARCIL,MARK	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
446	HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
463	MORIN,ALEX	CORPS OF COMM.	
464	DITOMMASO,RYAN	2220917 ONT. INC	489 BAY ST/535 QUEEN ST E
465	DELAVALLE,DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
470	WOOLEY,NATHANIEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
480	TELFORD,JASON	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
481	FORD,BRIAN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO,NADIA	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
487	ROUGEAU,MARISA	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
488	LEFLEUR,MARILYN	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
489	MCQUEEN,WANDA	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
490	LUXTON,JEFF	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
493	BROWN,FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
501	QUARRELL,ROBERT	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
502	HAMEL,CHRIS	PANORMIC PROPERTIES	621,627,,631 MACDONALD AVE
503	HAMEL,MELANIE	PANORMIC PROPERTIES	621,627,,631 MACDONALD AVE
511	ADAIR,BRENDAN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
512	DIMMA,JUSTIN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
516	GAY,JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY,BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE,GUY	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
526	JOHNSTON,CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER

542	RALPH,NANCY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 48/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVC CENTRE)
552	SENEGAL,DANIEL	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
562	DEARING,SCOTT	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
565	LISCUMB,GERALD	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
566	SWEET,WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
568	PICK,DENNY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
569	ZEPPA,JACOB	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
573	RHODES,LILIAN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
580	CHARETTE,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
581	PAVONI,JORDAN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
582	MAITLAND,DARLA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
583	MADIGAN,LORRI-ANNE	PANORMIC PROPERTIES	621,627,831 MACDONALD AVE
587	GIULETTI,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
589	TWENTYMAN,DANIEL	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
594	PELOSO,MATT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
596	WAGNER,TODD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
598	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART,JASON	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE TRANSIT SERVICE AREA	
604	WAGNER,MATTHEW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
606	SHEWFELT,CHERYL	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE TRANSIT SERVICE AREA	
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
610	GREGANITI,BARETT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
613	SULLIVAN,SHAWN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
617	SAVAGE,SAMUEL	G4S SECURITY	SAULT AIRPORT / HOSPITAL
618	DEWING,SANDRA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAELIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WMILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
628	DEWAR,JEFFREY	G4S SECURITY	SAULT AIRPORT / HOSPITAL
630	LAFRAMBOISE,CORY	G4S SECURITY	SAULT AIRPORT / HOSPITAL
631	MACMILLER,TYLER	G4S SECURITY	SAULT AIRPORT / HOSPITAL
632	SAVAGE,MATT	G4S SECURITY	SAULT AIRPORT / HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QF SPORTS COMPLEX
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
635	BROUILLARD,BERNARD	EMBE SECURITY	
636	KLYM,TIMOTHY	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
640	BRUNI,MICHAEL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
641	WILHEM,CHARLES	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
642	COULTER,BRANT	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
645	RANDALL,JOSEPH	G4S SECURITY	SAULT AIRPORT / HOSPITAL
646	GOERTZ,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT AIRPORT / HOSPITAL
651	HUTCHINSON,HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
652	MANGONE,MATTHEW	G4S SECURITY	SAULT AIRPORT / HOSPITAL
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
654	PAVONI,JAKE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
655	LUNDIGAN,JORDAN	G4S SECURITY	SAULT AIRPORT / HOSPITAL
656	RICHARD,SHERI	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
657	HOULE,LAURA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
658	TAIT,BARBARA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	THE TECH/ RJS MARKET
660	SANDIE,KEVIN	STRICTLY CONFIDENTIAL INC	THE TECH/ RJS MARKET

681 MONK,AUSTIN STRICTLY CONFIDENTIAL INC THE TECH/ RJ'S MARKET  
682 HURLEY,BRITTNEY STRICTLY CONFIDENTIAL INC THE TECH/ RJ'S MARKET  
663 FEDCHAK,NICHOLAS STRICTLY CONFIDENTIAL INC THE TECH/ RJ'S MARKET  
684 HAMMERSTEDT,ERIC STRICTLY CONFIDENTIAL INC THE TECH/ RJ'S MARKET

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2016-31

**SUBDIVISION CONTROL:** (PR7.1) A by-law to deem not registered for purposes of subdivision control certain lots in the Dance Subdivision, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the Dance Subdivision was registered in the Registry Division on November 14, 1901 as Plan 1749; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the Dance Subdivision as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

### 1. **PART OF DANCE SUBDIVISION DEEMED NOT REGISTERED**

Lot 106 Plan 1749 and Part Lane Plan 1749 being Part 5 1R9157, Parts 1 and 2 1R6579 and Lot 109 Plan 1749 and Part Lane Plan 1749 being Part 2 1R9157, Dance Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control. A copy of a portion of Plan 1R9157 showing the subject property outlined in a heavy black line is attached as Schedule "A".

### 2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

### 3. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

4. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

**PASSED** in open Council this 21<sup>st</sup> day of March, 2016.

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**MAYOR – CHRISTIAN PROVENZANO**

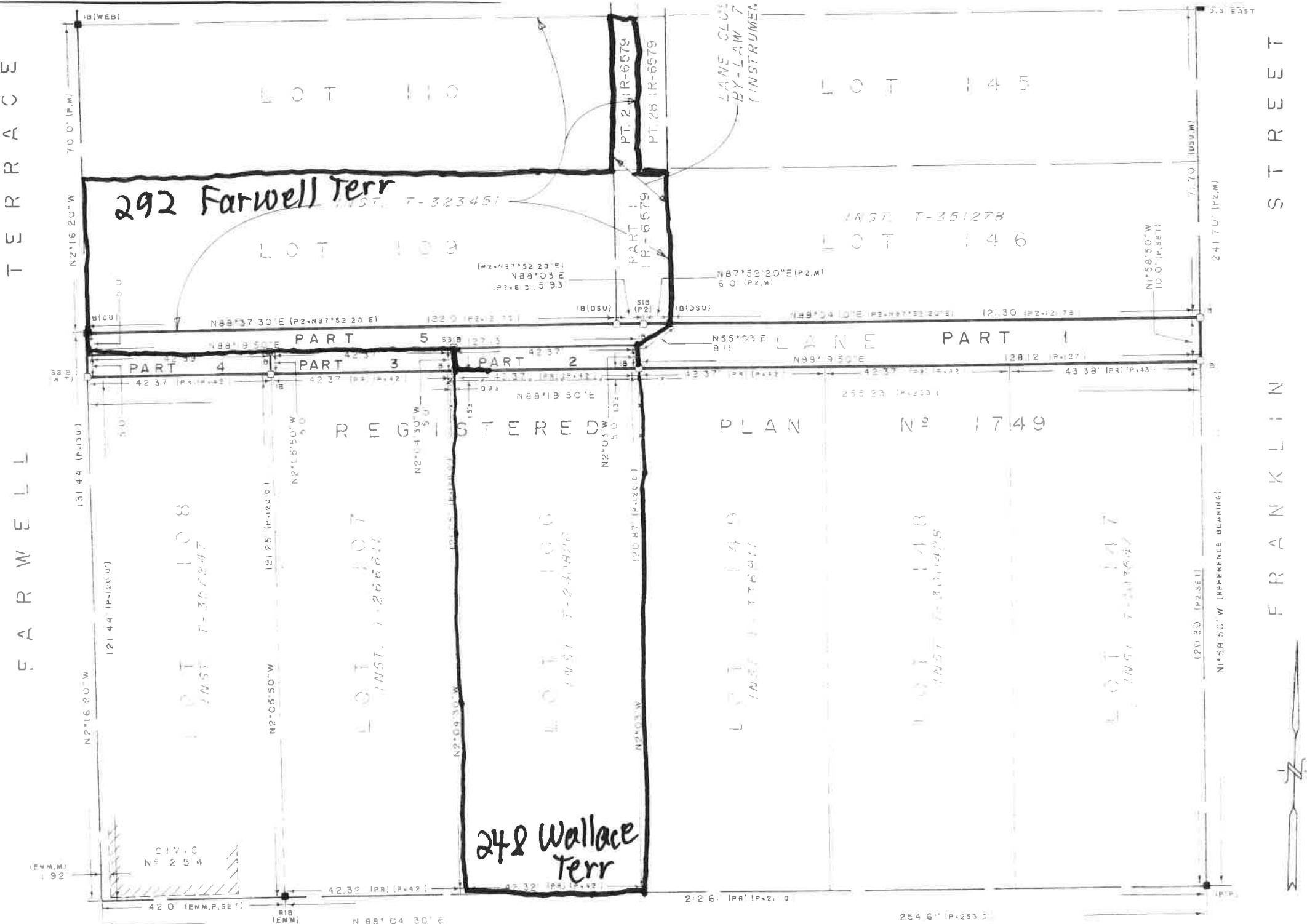
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**CITY CLERK – MALCOLM WHITE**

da LEGAL\STAFF\BYLAWS\1. 2016\2016-31 DEEMING LOTS 106, 109 PT LANES DANCE SUB.DOC

# Part Plan IR9157

## Schedule "A"



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2016-32**

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 127 Pilgrim Street (Lento).

**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. **127 PILGRIM STREET; LOCATED ON THE WEST SIDE OF PILGRIM STREET, APPROXIMATELY 75M SOUTH OF ITS INTERSECTION WITH WELLINGTON STREET EAST; CHANGE FROM R3 TO R3.S WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 1-3 of Schedule "A" to By-law 2005-150, is changed from R3 (Low Density Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(359) and heading as follows:

**“2(359) 127 Pilgrim Street**

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the west side of Pilgrim Street, approximately 75m south of its intersection with Wellington Street East and having civic no. 127 Pilgrim Street and outlined and marked "Subject Property" on the map attached as Schedule 359 hereto is changed from R3 (Low Density Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception" to permit a 4-plex, in addition to those uses permitted in an "R3" zone, subject to the following Special Exceptions:

1. That two (2) of the required parking spaces be stacked;
2. That the north interior side yard be reduced to 1.2m (4'), for the existing building only;
3. That parking be prohibited from locating in the front yard of the subject property; and

4. That the owner submits a drainage plan, to the satisfaction of the Municipal Services Engineer, or his designate, and that all drainage works proposed in the plan be completed, to the satisfaction of the Municipal Services Engineer prior to the issuance of a final occupancy permit for the proposed fourplex. The overall intent of the Drainage Plan is to direct water away from neighbouring properties.

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 21<sup>st</sup> day of March, 2016.

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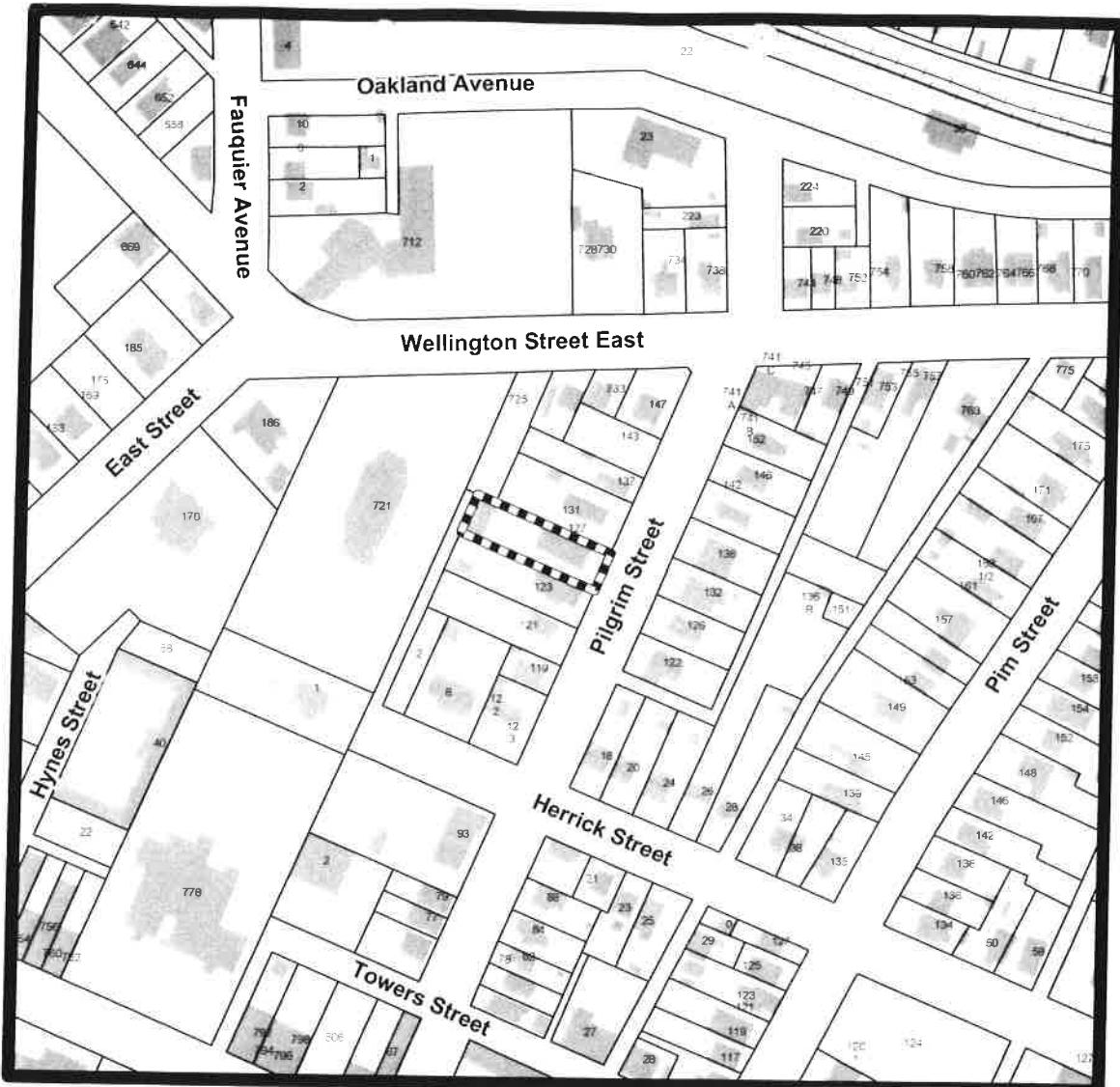
**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

sp\\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\ZONING\\2016\\2016-32(Z) 127 Pilgrim Street\\By-law.doc

SCHEDULE "A" TO BY-LAW 2016-32 AND  
SCHEDULE 359 TO BY-LAW 2005-151



## **SUBJECT PROPERTY MAP**

## **127 PILGRIM STREET**

## **Planning Application: A-4-16-Z**



METRIC SCALE  
1 : 2000

ROLL NUMBER  
020-043-094-01

## Legend



Subject Property = 127 Pilgrim Street

**MAP NUMBERS  
8 & 1-3**

MAIL LABEL ID  
A-4-16-Z

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2016-33**

**AGREEMENT:** (E2.2) A by-law to authorize the execution of an agreement between the City and Commercial Concrete Limited for repairs to the Bellevue Sanitary Sewer Overflow Tank (Contract 2016-8E).

**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 an agreement dated March 21, 2016 between the City and Commercial Concrete Limited for repairs to the Bellevue Sanitary Sewer Overflow Tank (Contract 2016-8E), a copy of which is attached as Schedule "A" hereto.

**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 21<sup>st</sup> day of March, 2016.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

CCDC 2

stipulated price contract

2 0 0 8

Contract 2016-8E  
Bellevue SSO Tanks  
2016 Repairs

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
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- A-7 Language of the Contract
- A-8 Succession

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- 4. Consultant
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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- \* The Association of Canadian Engineering Companies
- \* The Canadian Construction Association
- \* Construction Specifications Canada
- \* The Royal Architectural Institute of Canada

\*Committee policy and procedures are directed and approved by the four constituent national organizations.

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. CCDC 2 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

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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 the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

by and between the parties

hereinafter called the "*Owner*"

and

Commercial Concrete 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  
2016 Repairs

*insert above the name of the Work*

located at

Bellevue SSO Tanks

*insert above the Place of the Work*

for which the Agreement has been signed by the parties, and for which

STEM Engineering Group

*insert above the name of the Consultant*is acting as and is hereinafter called the "*Consultant*" and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and

- 1.3 commence the *Work* by the \_\_\_\_\_ 1st \_\_\_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_ in the year \_\_\_\_\_ 2016 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the \_\_\_\_\_ 30th \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_ in the year \_\_\_\_\_ 2016 .

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

## **ARTICLE A-3 CONTRACT DOCUMENTS**

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

\*

Bid Requirements Package

Drawings

- S3 Repair Key Plan and Notes
- S4 Photos of Repair Items

Appendix A-Bellevue Park SSO Tank 2014 Structural Inspection

Available on Request

- Reference Drawings CSO Tank As-Builts

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-S102

-S103

-S104

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- Additional Photographs of Tank

\* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)*

## ARTICLE A-4 CONTRACT PRICE

- 4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Forty Three Thousand , Seven Hundred and Zero  
\_\_\_\_\_ /100 dollars \$ \_\_\_\_\_ 43,700.00

- 4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Five Thousand, Six Hundred and Eighty-One  
\_\_\_\_\_ /100 dollars \$ \_\_\_\_\_ 5,681

- 4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Forty-Nine Thousand, Three Hundred and Eighty-One  
\_\_\_\_\_ /100 dollars \$ \_\_\_\_\_ 49,381

- 4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

- 4.5 All amounts are in Canadian funds.

## ARTICLE A-5 PAYMENT

- 5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance* of the *Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

- 5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
  - (1) 2% per annum above the prime rate for the first 60 days.
  - (2) 4% per annum above the prime rate after the first 60 days.Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

- for prime business loans as it may change from time to time.
- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

## ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

### Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner\**

99 Foster Drive

*address*

705-759-2500

*facsimile number*

info@cityssm.on.ca

*email address*

### Contractor

Commercial Concrete Limited

*name of Contractor\**

30 Borron Avenue, Unit 402, Sault Ste Marie, ON, P6B 1E6

*address*

705-949-8010

*facsimile number*

*email address*

### Consultant

STEM Engineering Group Inc.

*name of Consultant\**

875 Queen St. E., Suite 2, Sault Ste. Marie, ON P6A 2B3

*address*

705-942-7515

*facsimile number*

*email address*

\* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

## ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.  
# Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

## ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED  
in the presence of:

### WITNESS

### OWNER

The Corporation of the City of Sault Ste. Marie

*name of owner*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

### WITNESS

### CONTRACTOR

*name of Contractor*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

- N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
  - (b) the affixing of a corporate seal, this Agreement should be properly sealed.

## DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

### 1. Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

### 2. Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

### 3. Construction Equipment

*Construction Equipment* means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

### 4. Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.

### 5. Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

### 6. Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

### 7. Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

### 8. Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to Substantial Performance of the *Work*.

### 9. Contractor

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.

### 10. Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

### 11. Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

### 12. Owner

The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

### 13. Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

### 14. Product

*Product* or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

- 15. Project**  
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
- 16. Provide**  
*Provide* means to supply and install.
- 17. Shop Drawings**  
*Shop Drawings* are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
- 18. Specifications**  
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
- 19. Subcontractor**  
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
- 20. Substantial Performance of the Work**  
*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
- 21. Supplemental Instruction**  
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
- 22. Supplier**  
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
- 23. Temporary Work**  
*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
- 24. Value Added Taxes**  
*Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
- 25. Work**  
The *Work* means the total construction and related services required by the *Contract Documents*.
- 26. Working Day**  
*Working Day* means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

## GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

### PART 1 GENERAL PROVISIONS

#### GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
  - .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
  - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
  - .1 the order of priority of documents, from highest to lowest, shall be
    - the *Agreement* between the *Owner* and the *Contractor*,
    - the *Definitions*,
    - *Supplementary Conditions*,
    - the *General Conditions*,
    - Division 1 of the *Specifications*,
    - *technical Specifications*,
    - material and finishing schedules,
    - the *Drawings*.
  - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
  - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
  - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

#### GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

#### GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **GC 1.4 ASSIGNMENT**

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

## **PART 2 ADMINISTRATION OF THE CONTRACT**

### **GC 2.1 AUTHORITY OF THE CONSULTANT**

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

### **GC 2.2 ROLE OF THE CONSULTANT**

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

### **GC 2.3 REVIEW AND INSPECTION OF THE WORK**

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

### **GC 2.4 DEFECTIVE WORK**

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

## PART 3 EXECUTION OF THE WORK

### GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

### GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
  - .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
  - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
  - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
  - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
  - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
  - .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
  - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
  - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

### GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

#### **GC 3.4 DOCUMENT REVIEW**

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

#### **GC 3.5 CONSTRUCTION SCHEDULE**

- 3.5.1 The *Contractor* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
  - .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
  - .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

#### **GC 3.6 SUPERVISION**

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

#### **GC 3.7 SUBCONTRACTORS AND SUPPLIERS**

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
  - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
  - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

### **GC 3.8 LABOUR AND PRODUCTS**

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

### **GC 3.9 DOCUMENTS AT THE SITE**

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

### **GC 3.10 SHOP DRAWINGS**

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
  - .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

### **GC 3.11 USE OF THE WORK**

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

### **GC 3.12 CUTTING AND REMEDIAL WORK**

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

### **GC 3.13 CLEANUP**

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

## **PART 4 ALLOWANCES**

### **GC 4.1 CASH ALLOWANCES**

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

## **GC 4.2 CONTINGENCY ALLOWANCE**

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

## **PART 5 PAYMENT**

### **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

### **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

### **GC 5.3 PROGRESS PAYMENT**

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
  - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
  - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
  - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
    - receipt by the *Consultant* of the application for payment, or
    - the last day of the monthly payment period for which the application for payment is made.

#### **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*'s list and application:
  - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
  - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

#### **GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
  - .1 submit an application for payment of the holdback amount,
  - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

#### **GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

#### **GC 5.7 FINAL PAYMENT**

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

#### **GC 5.8 WITHHOLDING OF PAYMENT**

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

#### **GC 5.9 NON-CONFORMING WORK**

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

### **PART 6 CHANGES IN THE WORK**

#### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

#### **GC 6.2 CHANGE ORDER**

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

### **GC 6.3 CHANGE DIRECTIVE**

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
  - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
  - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
    - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
    - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
    - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
    - (4) engaged in the processing of changes in the *Work*.
  - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
  - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
  - .4 all *Products* including cost of transportation thereof;
  - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
  - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
  - .7 all equipment and services required for the *Contractor's* field office;
  - .8 deposits lost;
  - .9 the amounts of all subcontracts;
  - .10 quality assurance such as independent inspection and testing services;
  - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
  - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
  - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
  - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
  - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
  - .16 removal and disposal of waste products and debris; and
  - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

#### **GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
  - .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
  - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
 then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 - MOULD.

#### **GC 6.5 DELAYS**

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
  - .2 fire, unusual delay by common carriers or unavoidable casualties,
  - .3 abnormally adverse weather conditions, or
  - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
  - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

## **PART 7 DEFAULT NOTICE**

### **GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
  - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
  - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
  - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
  - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

## **GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
  - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
  - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
  - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

## PART 8 DISPUTE RESOLUTION

### GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

### GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
  - .1 within 20 *Working Days* after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
    - (1) *Substantial Performance of the Work*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Contractor* has abandoned the *Work*,
 whichever is earlier; and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

### **GC 8.3 RETENTION OF RIGHTS**

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

## **PART 9 PROTECTION OF PERSONS AND PROPERTY**

### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
  - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

### **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
  - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner*'s own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor*'s own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
  - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

### **GC 9.3 ARTIFACTS AND FOSSILS**

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

### **GC 9.4 CONSTRUCTION SAFETY**

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

## **GC 9.5 MOULD**

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
  - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
  - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such 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 such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

### **GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

#### **GC 10.3 PATENT FEES**

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

#### **GC 10.4 WORKERS' COMPENSATION**

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

### **PART 11 INSURANCE AND CONTRACT SECURITY**

#### **GC 11.1 INSURANCE**

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:

- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
- .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
- .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
  - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
  - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
  - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
  - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
    - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
    - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
    - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
  - .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

## **GC 11.2 CONTRACT SECURITY**

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
  - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
  - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions;
- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
- .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
- .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
- .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

## GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
  - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
  - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

### **GC 12.3 WARRANTY**

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

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## CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

### CCDC 41 CCDC INSURANCE REQUIREMENTS

**PUBLICATION DATE: JANUARY 21, 2008**

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
  - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
    - Asbestos
    - Cyber Risk
    - Mould
    - Terrorism

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