

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

Monday, January 9, 2017

4:30 pm

Council Chambers

Civic Centre

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	Pages
<b>1. ADOPTION OF MINUTES</b>	22 - 42
Mover Councillor S. Butland Seconder Councillor J. Krmpotich	
Resolved that the Minutes of the Regular Council Meeting of 2016 12 12 be approved.	
<b>2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA</b>	
<b>3. DECLARATION OF PECUNIARY INTEREST</b>	
<b>4. APPROVE AGENDA AS PRESENTED</b>	
Mover Councillor P. Christian Seconder Councillor R. Romano	
Resolved that the Agenda for 2017 01 09 City Council Meeting as presented be approved.	
<b>5. PROCLAMATIONS/DELEGATIONS</b>	
<b>5.1 2016 Christmas Lighting Awards</b>	
Giordan Zin, Supervisor, Customer Engagement, PUC Services Inc.	
<b>5.2 Canada 150</b>	
Mover Councillor S. Myers Seconder Councillor J. Hupponen	

Whereas this is the first meeting of the Sault Ste. Marie City Council in 2017; and

Whereas 2017 marks Canada's 150th Anniversary of Confederation; and

Whereas a Canada 150 calendar of events for the community is posted on the City's website and all groups and organizations are invited to provide information for a free listing on the calendar by contacting the Clerk's office; and

Whereas the Sault Ste. Marie Canada 150 celebrations will highlight National Aboriginal Day on June 21, St. Jean Baptiste Day on June 24, Multi-Cultural Day and Canada 150 Art Mosaic unveiling on June 27 and Canada Day with the John Rowswell Hub Trail Festival on July 1 and other events throughout the year; and

Whereas the first, very Canadian event all Saultites can gather in celebration for is our own Bon Soo Winter Carnival taking place February 3–12,

Now Therefore Be It Resolved that the Mayor's Committee on Canada 150 does encourage all Saultites to find their own way of celebrating being Canadian throughout this year and to watch for more information on upcoming community celebrations coming soon.

**5.2.1 Dr. Roberta Bondar Days**

25th Anniversary of the Space Shuttle Discovery Voyage

**5.2.2 Community Calendar**

Virginia McLeod, Manager of Recreation and Culture

**5.2.3 Mural Mosaic Project**

Virginia McLeod, Manager of Recreation and Culture

**5.3 Take the Pledge Against Racism and Discrimination**

Danny Krmpotich, Co-ordinator, Sault Ste. Marie and Area Local Immigration Partnership

**5.4 Alzheimer Awareness Month**

Terry Caporossi, Executive Director, Alzheimer Society Sault Ste. Marie and Algoma District and Rina Clark

**5.5 World Religion Day**

Chris Faulkner, Volunteer, Interfaith Committee of Sault Ste. Marie

**5.6 Post-partum Depression**

Lindsay Collins

**5.7**

**Crimestoppers Month**

Tom Burmaster, Chair, Crimestoppers Board of Directors

**6.**

**COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS,  
BOARDS AND COMMITTEES – CONSENT AGENDA**

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that all the items listed under date 2017 01 09 – Agenda item 6 – Consent Agenda be approved as recommended.

**6.1**

**Hiawatha Snowfest**

43 - 44

A request for a letter of non-objection for extension of a liquor licenced area (private property) is attached for the consideration of Council.

Mover Councillor S. Butland  
Seconder Councillor J. Krmpotich

Resolved that City Council has no objection to the proposed extended licenced area as detailed in the written request for liquor licence extension on private property for an outdoor event on the following date and time:

Hiawatha Snowfest – Hiawatha Highlands – 767 Landslide Road

- January 28, 2017 – 11:00 a.m. to 4:30 p.m.

**6.2**

**2017 Corporate Membership Fees**

45 - 46

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

Mover Councillor S. Butland  
Seconder Councillor J. Krmpotich

Resolved that the report of the Deputy City Clerk dated 2017 01 09 concerning 2017 corporate membership fees be received as information and that payment of 2017 memberships be approved.

**6.3**

**Housekeeping – Boards and Committees**

47 - 49

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

The relevant By-laws 2017-8; 2017-9; 2017-10; 2017-11; 2017-12; and 2017-15 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.4**

**Wastewater Advisory Services**

50 - 51

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

Mover Councillor P. Christian  
Seconder Councillor J. Krmpotich

Resolved that the report of the Land Development and Environmental Engineer dated 2017 01 09 concerning Wastewater Advisory Services be received and that single sourcing to AECOM be approved for services through an annual upset limit of \$75,000 with the Engineering Agreement to be brought forward at a future Council meeting.

6.5	<b>West End Wastewater Treatment Plant Upgrades and Septage Receiving Station</b>	52 - 53
	A report of the Land Development and Environmental Engineer is attached for the consideration of Council.	
	The relevant By-law 2017-13 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.6	<b>Young Street and Main Pump Station Modifications</b>	54 - 58
	A report of the Land Development and Environmental Engineer is attached for the consideration of Council.	
	The relevant By-law 2017-6 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.7	<b>Humane Society By-law Proposal</b>	59 - 60
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	Mover Councillor S. Butland Seconder Councillor R. Romano	
	Resolved that the report of the Solicitor/Prosecutor dated 2017 01 09 concerning Humane Society By-law Proposal be received and that the Legal Department proceed with the consolidation of animal control by-laws and return with a draft by-law for review.	
6.8	<b>Licence of Occupation for Storage at the Essar Centre with Sault Major Hockey Association</b>	61 - 62
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2017-3 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.9	<b>Licence of Occupation for Storage at the Essar Centre with The Sault Figure Skating Club</b>	63 - 64
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2017-4 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	

6.10	<b>Licence of Occupation for Storage at the Essar Centre with Royal Canadian Legion</b>	65 - 66
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2017-2 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.11	<b>Pointe des Chenes – Water Issue</b>	67 - 70
	A report of the Director of Public Works is attached for the consideration of Council.	
	Mover Councillor P. Christian Seconder Councillor R. Romano	
	Resolved that the report of the Director of Public Works dated 2017 01 09 concerning Pointe des Chenes – Water Issue be received as information.	
6.12	<b>Traffic By-law – Annual Review 2016 – Correction</b>	71 - 72
	A report of the Director of Public Works is attached for the consideration of Council.	
	The relevant By-law 2017-7 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.13	<b>Landfill Service Area</b>	73 - 74
	A report of the Director of Public Works is attached for the consideration of Council.	
	Mover Councillor P. Christian Seconder Councillor R. Romano	
	Resolved that the report of the Director of Public Works dated 2017 01 09 concerning Landfill Service Area be received as information.	
7.	<b>REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES</b>	
7.1	<b>ADMINISTRATION</b>	
7.2	<b>COMMUNITY SERVICES DEPARTMENT</b>	
7.3	<b>ENGINEERING</b>	
7.4	<b>FIRE</b>	
7.5	<b>LEGAL</b>	
7.6	<b>PLANNING</b>	

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

Mover Councillor S. Butland  
Seconder Councillor J. Krmpotich

Resolved that the report of the Senior Planner dated 2017 01 09 concerning rezoning application A-1-17-Z be received and that Council rezone the subject property from Single Detached Residential Zone (R2) to Single Detached Residential Zone (R2.S) with a special exception to permit a duplex dwelling within the existing home, subject to the following conditions:

1. To permit 2 existing required parking spaces (along Findlay Drive frontage) to be located in a required front yard;
2. To permit 1 existing required parking space (within detached garage) to locate partially within a required exterior side yard;
3. To reduce the required exterior side yard of the existing home and garage from 4.5m to 2m;
4. To reduce the rear yard setback of the existing garage from 0.6m to 0.1m,

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

## 7.6.1.1

***Additional Correspondence***

84 - 85

## 7.6.2

**A-2-17-Z – 413, 417 and 421 Old Garden River Road**

86 - 98

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

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that the Report of the Senior Planner dated 2017 01 09 be received and that Council rezone the subject properties from “R2” (Single Detached Residential Zone) to “R2.S” (Single Detached Residential Zone with a Special Exception) to permit a single storey 4-plex on each of the three (3) subject properties, in addition to the uses permitted in an “R2” (Single Detached Residential Zone), subject to the following conditions:

1. That the required frontage be reduced from 23m to 20.8m
2. That on 413 Old Garden River Road:
  1. The required east interior side yard be reduced from 7.5m to 4.2m
  2. The west interior side yards be reduced from 7.5m to 1.82m.
3. That on 417 and 421 Old Garden River Road:
  1. The required east interior side yards be reduced from 7.5m to 1.82m
  2. The west interior side yards be reduced from 7.5m to 4.2m.
  3. The west interior side yards be reduced from 7.5m to 1.82m.
4. That the applicant registers on title, long term easement agreements related to the shared parking arrangement.
5. That the subject properties be deemed subject to Site Plan Control.

6. That the applicant submits a vegetation retention plan as part of the Site Plan Control Application submission, to the satisfaction of the Planning Director,

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

**7.6.2.1     *Additional Correspondence***

99 - 114

**7.7            PUBLIC WORKS AND TRANSPORTATION**

**7.8            BOARDS AND COMMITTEES**

The Board and Committee Nomination Committee met on December 13, 2016 and December 20, 2016 to consider applications to boards and committees. The names of the applicants and their applications have been made available to Council under separate cover.

The Board and Committee Nomination Committee recommends that the vacancy on the Committee of Adjustment be re-posted with a description of specific desired skill sets.

The recommended nominations are listed below.

**7.8.1        Appointments to Boards and Committees (Members Appointed by Council)**

**7.8.1.1      Best for Kids Committee**

Two members of City Council; minimum of 8 citizens – maximum of 14; 1 municipal staff

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that Councillors J. Krmpotich and \_\_\_\_\_; the Manager of Recreation and Culture (V. McLeod); and citizens Paul Beach, Helen Calvelli, Silvana Casola, Sam Cistaro, Brenda Anne Clarke, Kerri Dool, Jackie Lajoie, Kate Lawrence, Ghislain LeBel, Carol Lucio, Lina Magli, Jennifer Miller and Kate Parniak be appointed to the Best for Kids Committee from January 9, 2017 to December 31, 2018.

**7.8.1.2      Christmas Lighting Awards Judging Committee**

Four members of City Council; 4 citizens

Mover Councillor S. Butland  
Seconder Councillor J. Krmpotich

Resolved that Councillors P. Christian, F. Fata, R. Romano and L. Turco and citizens Tina Bastos, Lindsay Marshall, Cindy Pinder and Natalie Vaudry-Bertolo be appointed to the Christmas Lighting Awards Judging Committee from January 9, 2017 to December 31, 2018.

### **7.8.1.3 Committee of Adjustment**

It is recommended that the vacancy on the Committee of Adjustment be re-posted with a description of specific desired skill sets.

### **7.8.1.4 Committee of Revision (Local Improvements)**

Three citizens and an alternate

By-law 2017-20 appointing Nancy Bailey, Elizabeth Filice and Luca Robibaro, with Ghislain LeBel as alternate, to the Committee of Revision from January 9, 2017 to December 31, 2018 appears under Agenda item 11 and will be read with all by-laws under that item.

### **7.8.1.5 Conferences and Major Special Events Funding Committee**

Four members of City Council; 2 municipal staff

Mover Councillor S. Butland  
Seconder Councillor J. Krmpotich

Resolved that Councillors M. Bruni, R. Niro, M. Shoemaker and \_\_\_\_\_ and two municipal staff (Tourism Sault Ste. Marie – I. McMillan; Clerk's Department – R. Tyczinski) be appointed to the Conferences and Major Special Events Funding Committee from January 9, 2017 to December 31, 2018.

### **7.8.1.6 Cultural Advisory Board**

One member of City Council; minimum 5 citizens

Councillors P. Christian and S. Hollingsworth have indicated an interest in serving on the Cultural Advisory Board.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that Councillor \_\_\_\_\_ and citizens Elspeth Belair, Wayne Greco, Nora Ann Harrison, Sean Meades, Desiree Ostrowski, Christopher Rous and Chelsea Wieja be appointed to the Cultural Advisory Board from January 9, 2017 to December 31, 2018.

### **7.8.1.7 Dangerous Dog Committee**

Appointments are not recommended pending animal control by-law review.

### **7.8.1.8 Emergency Management Planning Committee**

Mayor and two members of City Council

Mover Councillor P. Christian  
Seconder Councillor J. Krmpotich

Resolved that Mayor C. Provenzano and Councillors F. Fata and R. Niro be

appointed to the Emergency Management Planning Committee from January 9, 2017 to December 31, 2018.

**7.8.1.9 Environmental Initiatives Committee**

Three members of City Council

Mover Councillor P. Christian  
Seconder Councillor R. Romano

Resolved that Councillors S. Butland, M. Shoemaker and \_\_\_\_\_; be appointed to the Environmental Initiatives Committee from January 9, 2017 to December 31, 2018.

**7.8.1.10 Environmental Monitoring Committee (Landfill Site)**

One member of City Council; 2 municipal staff; 1 Ministry of the Environment and Climate Change representative; 4 citizens

Mover Councillor P. Christian  
Seconder Councillor R. Romano

Resolved that Councillor R. Niro; Director of Public Works (S. Hamilton Beach) and Land Development and Environmental Engineer (C. Taddo); and citizens Kathy Lemieux, Rosina MacDonald, Peter McLarty and Rod Stewart, with Brent Rouble as alternate, be appointed to the Environmental Monitoring Committee from January 9, 2017 to December 31, 2018.

**7.8.1.11 Fence Viewers Committee**

Three citizens

By-law 2017-20 appointing Elizabeth Filice, Roy O'Neill and Luca Robibaro to the Fence Viewers Committee from January 9, 2017 to December 31, 2018 appears under Agenda item 11 and will be read with all by-laws under that item.

**7.8.1.12 Finance Committee**

Three members of City Council; 2 senior Finance staff

Councillors M. Bruni, F. Fata, R. Niro and M. Shoemaker have indicated interest in serving on the Finance Committee

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that Councillors \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ and the Chief Financial Officer and Treasurer (S. Schell) and Manager of Audits and Capital Planning (J. Bruzas) be appointed to the Finance Committee from January 9, 2017 to December 31, 2018.

**7.8.1.13 Historic Sites Board**

One member of City Council; minimum of 6 citizens

Mover Councillor S. Butland

Seconder Councillor R. Romano

Resolved that Councillor \_\_\_\_\_; and citizens Carol Caputo, Silvana Casola, David Conyers, Brian Tremblay, Jami van Haaften and Rick Webb be appointed to the Historic Sites Board from January 9, 2017 to December 31, 2018.

**7.8.1.14 Municipal Freedom of Information and Protection of Privacy Act (Head)**

Six members of City Council

A by-law 2017 appointing Councillors M. Bruni, F. Fata, R. Niro, M. Shoemaker, L. Turco and \_\_\_\_\_ to the *Municipal Freedom of Information and Protection of Privacy Act* Committee from January 9, 2017 to December 31, 2018 will appear on a subsequent Agenda.

**7.8.1.15 Municipal Heritage Committee**

One member of City Council; minimum of 5 citizens

By-law 2017-20 appointing Councillor M. Shoemaker and citizens Lloyd Beilhartz, Mark Caruso, James Coyle, Joanne Dumanski, Deane Greenwood, William Tyler Hollingshead, Sean Meades, Julia Piskiewicz, Harvey Robbins, Chris Tossell, Jami van Haaften and F.E. (Ted) Wall to the Municipal Heritage Committee from January 9, 2017 to December 31, 2018 appears under Agenda item 11 and will be read with all by-laws under that item.

**7.8.1.16 Ontarians with Disabilities Accessibility Advisory Committee**

Two members of City Council; maximum of 14 citizens; 2 municipal staff (majority of members must be persons with disabilities)

Mover Councillor P. Christian

Seconder Councillor J. Krmpotich

Resolved that Councillors S. Butland and L. Turco; the Accessibility Coordinator (N. Scott) and Senior Planner (P. Tonazzo); and citizens Anne Marie Borkowski, Gieselle Bourgault, Don Calvert, Denise Elliott, David Gass, Shannon Gowans, Dan Jennings, Craig Kohler, Derrick Lavallee, Ann Marie McPhee, Diane Morrell, Malcolm Morrison, Shirley Pulkkinen and Wendy Ross be appointed to the Ontarians with Disabilities Accessibility Advisory Committee from January 9, 2017 to December 31, 2018.

**7.8.1.17 Parks and Recreation Advisory Committee**

One member of City Council; 8 citizens

Mover Councillor S. Butland

Seconder Councillor R. Romano

Resolved that Councillor R. Niro and citizens Chris Alfano, Robert Carricato, Sam Cistaro, Deane Greenwood, Mark Kontulainen, Bill Lindsay, Susan Milne and Jack Moore be appointed to the Parks and Recreation Advisory Committee from January 9, 2017 to December 31, 2018.

**7.8.1.18      Property Standards Committee**

Three citizens

By-law 2017-20 appointing Nancy Bailey, Cherrie O'Brien and Luca Robibaro to the Property Standards Committee from January 9, 2017 to December 31, 2018 appears under Agenda item 11 and will be read with all by-laws listed under that item.

**7.8.1.19      Walk of Fame Selection Committee**

Three members of City Council; 3 Downtown Association representatives (appointed by Downtown Association); 1 Chamber of Commerce representative (appointed by Chamber of Commerce); 2 citizens

Mover Councillor J. Krmpotich  
Seconder Councillor R. Romano

Resolved that Councillors S. Butland; P. Christian and F. Fata; three representatives of the Downtown Association (appointed by the Downtown Association); one Chamber of Commerce representative (appointed by the Chamber of Commerce); and citizens Chris Alfano and Angela Corcoran be appointed to the Walk of Fame Selection Committee from January 9, 2017 to December 31, 2018.

**7.8.2      Boards and Committees to which Council Appoints Members but which are not Boards or Committees of Council**

**7.8.2.1      Algoma District Municipal Association**

Two members of City Council and an alternate if desired.

Mover Councillor S. Butland  
Seconder Councillor J. Krmpotich

Resolved that Councillors M. Bruni and R. Niro (with Councillor M. Shoemaker as alternate) be appointed to the Algoma District Municipal Association from January 9, 2017 to December 31, 2018.

**7.8.2.2      Algoma Public Health**

Three members of City Council; or 3 citizens; or a combination of both

Mover Councillor P. Christian  
Seconder Councillor J. Krmpotich

Resolved that Lucas Castellani, Ian Frazier and Heather O'Brien be appointed to Algoma Public Health from January 9, 2017 to December 31, 2018.

**7.8.2.3      Celebrating International Friendship Committee Bridgewalk**

One member of City Council

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that Councillor F. Fata be appointed to the Celebrating International Friendship Committee Bridgewalk from January 9, 2017 to December 31, 2018.

**7.8.2.4      Sault Ste. Marie Region Conservation Authority**

Four members of City Council or citizens

Mover Councillor P. Christian  
Seconder Councillor J. Krmpotich

Resolved that Councillors M. Bruni, J. Hupponen, J. Krmpotich and R. Romano be appointed to the Sault Ste. Marie Region Conservation Authority from January 9, 2017 to December 31, 2018.

**7.8.2.5      District Social Services Administration Board**

Six members of City Council

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that Councillors M. Bruni, P. Christian, S. Hollingsworth, J. Hupponen, J. Krmpotich and L. Turco be appointed to the District Social Services Administration Board from January 9, 2017 to December 31, 2018.

**7.8.2.6      Economic Development Corporation Board of Directors**

One member of City Council and Mayor ex officio

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that Councillor S. Hollingsworth be appointed to the Sault Ste. Marie Economic Development Corporation from January 9, 2017 to December 31, 2018.

**7.8.2.7      Sault Ste. Marie Humane Society**

One member of City Council

Mover Councillor P. Christian  
Seconder Councillor J. Krmpotich

Resolved that Councillor R. Romano be appointed to the Sault Ste. Marie Humane Society from January 9, 2017 to December 31, 2018.

**7.8.2.8 Sault Ste. Marie Police Services Board**

Two members of City Council; 1 citizen

Mayor C. Provenzano and Councillors M. Bruni, F. Fata, S. Myers have indicated an interest in serving on the Sault Ste. Marie Police Services Board

Mover Councillor S. Butland

Seconder Councillor R. Romano

Resolved that Mayor C. Provenzano and Councillor \_\_\_\_\_; and citizen Rick Webb be appointed to the Sault Ste. Marie Police Services Board from January 9, 2017 to December 31, 2018.

**7.8.3 Boards and Committees to which Council Nominates Members for Consideration**

**7.8.3.1 Association of Municipalities of Ontario**

Nominate one member of Council

Mover Councillor P. Christian

Seconder Councillor R. Romano

Resolved that Councillor L. Turco be nominated to the Association of Municipalities of Ontario from January 9, 2017 to December 31, 2018.

**7.8.3.2 Federation of Northern Ontario Municipalities**

Nominate one member of Council

Mover Councillor S. Butland

Seconder Councillor R. Romano

Resolved that Councillor M. Shoemaker be nominated to the Federation of Northern Ontario Municipalities from January 9, 2017 to December 31, 2018.

**7.8.3.3 Sault Ste. Marie Innovation Centre Board of Directors**

Nominate one member of Council; Mayor ex officio

Mover Councillor P. Christian

Seconder Councillor J. Krmpotich

Resolved that Councillor R. Romano be nominated to the Sault Ste. Marie Innovation Centre Board of Directors from January 9, 2017 to December 31, 2018.

**7.8.3.4 Museum Management Board**

Nominate one municipal staff

Mover Councillor P. Christian

Seconder Councillor R. Romano

Resolved that the Manager of Recreation and Culture (V. McLeod) be nominated to the Museum Management Board from January 9, 2017 to December 31, 2018.

#### **7.8.3.5      Source Protection Committee**

Nominate two municipal staff

Mover Councillor P. Christian  
Seconder Councillor J. Krmpotich

Resolved that the Senior Planner (P. Tonazzo) and the Land Development and Environmental Engineer (C. Taddo) be nominated to the Source Protection Committee from January 9, 2017 to December 31, 2018.

#### **7.8.3.6      St. Marys River Bi-National Public Advisory Committee**

Nominate one municipal staff

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that the Land Development and Environmental Engineer (C. Taddo) be nominated to the St. Marys River Bi-National Public Advisory Committee from January 9, 2017 to December 31, 2018.

#### **7.8.3.7      St. Marys River Marine Heritage Centre (Norgoma) Board of Directors**

One municipal staff

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that the Manager of Recreation and Culture (V. McLeod) be nominated to the St. Marys River Marine Heritage Centre (Norgoma) Board of Directors from January 9, 2017 to December 31, 2018.

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

#### **8.1            Job Creation**

Mover Councillor S. Myers  
Seconder Councillor S. Hollingsworth

Whereas many of the current job creation and employer incentive programs target the youth population usually with an under 30-years of age eligibility threshold; and

Whereas these programs are very helpful as career starters designed to assist young people looking to break into the job market; and

Whereas often the programs are of mutual assistance to the employer as they seek to grow their company and train new employees; and

Whereas the demographic of the employable population appears to be changing and a greater number of older job seekers have come into the employment pool for a variety of reasons; and

Whereas some individuals find themselves unemployed at an older age and yet have a number of employable years remaining;

Now Therefore Be It Resolved that as both levels of senior government look at the development of new job creation programs, City Council asks that consideration be given to less age-restrictive programs that could permit mature workers to receive assistance to remain in the workforce.

## **8.2**

### **Ontario Finnish Resthome Association**

Mover Councillor F. Fata

Seconder Councillor M. Bruni

Whereas the Ontario Finnish Resthome Association was established in 1971 to provide a home-like retirement community that offers multiple levels of care for seniors in the Algoma District; and

Whereas one of the Ontario Finnish Resthome Association's principal residences, the Mauno Kaihla Koti residence, was constructed in 1991 and now needs to be updated in order to meet present-day standards as set out by the Ministry of Health and Long-Term Care; and

Whereas the Ontario Finnish Resthome Association has an application before the Ministry of Health and Long-Term Care to redevelop the Mauno Kaihla Koti residence in order to better serve the needs of residents and to become compliant with current standards; and

Whereas the redevelopment of the residence would be a major construction project that would provide increased job opportunities for health care workers, better care for current and future residents and additional housing options for area seniors,

Now Therefore Be It Resolved that City Council requests that the Mayor write a letter of support on its behalf to the Ministry of Health and Long Term Care endorsing the Ontario Finnish Resthome's application to redevelop the Mauno Kaihla Koti residence.

## **8.3**

### **2018 Budget**

Mover Councillor M. Shoemaker

Seconder Councillor F. Fata

Whereas on December 5, 2016 a City budget was passed containing a 4.34% levy increase for 2017; and

Whereas the community is facing economic anxiety due to instability in the local economy; and

Whereas Council expects preparations for the 2018 budget to commence immediately;

Now Therefore Be It Resolved that the five City Departments, being: Public Works and Engineering, Emergency Services, City Legal Department, Corporate Services, and Community Development and Enterprise be directed to present to City Council 2018 preliminary budgets with a decrease of no less than 1% versus their 2017 approved budgets.

**8.4**

***Posting of Expenses to Website***

Mover Councillor M. Shoemaker  
Seconder Councillor S. Hollingsworth

Whereas the City website provides the opportunity to give additional information to the City residents in a quick and accessible way; and

Whereas many residents have an interest in how the City is spending its money; and

Whereas the City is committed to being open and transparent with taxpayers about the expenses it incurs;

Now Therefore Be It Resolved that the departmental budget for each individual department be posted in an easily accessible place on the City website; further that staff travel expenses and travel reports be posted in an easily accessible place on the City website; further that all City credit card statements be posted in an easily accessible place on the City website with all necessary security information redacted.

**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 S. Butland  
Seconder Councillor R. Romano

Resolved that all By-laws under item 11 of the Agenda under date 2017 01 09 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 2017-1 (Traffic) Consolidate Traffic By-law 77-200**

115 - 115

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2017-1 being a by-law to consolidate amendments to Traffic By-law 77-200 be passed in open Council this 9th day of January, 2017.

**11.1.2**

**By-law 2017-2 (Agreement) Royal Canadian Legion Branch 25**

116 - 120

A report from the Solicitor/Prosecutor is on the Agenda.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2017-2 being a by-law to authorize a Licence agreement between the City and the Royal Canadian Legion Branch 25 for the use of a portion of the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario be passed in open Council this 9th day of January, 2017.

**11.1.3      By-law 2017-3 (Agreement) Sault Major Hockey Association      121 - 125**

A report from the Solicitor/Prosecutor is on the Agenda.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2017-3 being a by-law to authorize a Licence agreement between the City and the Sault Major Hockey Association for the use of a portion of the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario be passed in open Council this 9th day of January, 2017.

**11.1.4      By-law 2017-4 (Agreement) The Sault Figure Skating Club      126 - 130**

A report from the Solicitor/Prosecutor is on the Agenda.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2017-4 being a by-law to authorize a Licence agreement between the City and The Sault Figure Skating Club for the use of a portion of the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario be passed in open Council this 9th day of January, 2017.

**11.1.5      By-law 2017-5 (Streets) Official Street Names List      131 - 140**

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2017-5 being a by-law to re-adopt Official Street Names List be passed in open Council this 9th day of January, 2017.

**11.1.6      By-law 2017-6 (Agreement) S&T Electrical Contractors Ltd. (2016-13E)      141 - 174**

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

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2017-6 being a by-law to authorize the execution of a contract between the City and S & T Electrical Contractors Ltd. for electrical

modifications at both the Young Street and Main pump stations (Contract 2016-13E) be passed in open Council this 9th day of January, 2017.

11.1.7	<b>By-law 2017-7 (Traffic) Amend By-law 77-200</b>	175 - 176
	A report from the Director, Public Works and Transportation is on the Agenda.	
	Mover Councillor S. Butland Seconder Councillor R. Romano	
	Resolved that By-law 2017-7 being a by-law to amend Schedules "A", "F", and "H" of Traffic By-law 77-200 be passed in open Council this 9th day of January, 2017.	
11.1.8	<b>By-law 2017-8 (Local Boards) Parks and Recreation Advisory Committee</b>	177 - 177
	A report from the Deputy City Clerk is on the Agenda.	
	Mover Councillor S. Butland Seconder Councillor R. Romano	
	Resolved that By-law 2017-8 being a by-law to amend Schedule "A" of By-law 2001-61 being a by-law to continue the Parks and Recreation Advisory Committee be passed in open Council this 9th day of January, 2017.	
11.1.9	<b>By-law 2017-9 (Local Boards) Sault Ste. Marie Historic Sites Board</b>	178 - 178
	A report from the Deputy City Clerk is on the Agenda.	
	Mover Councillor S. Butland Seconder Councillor R. Romano	
	Resolved that By-law 2017-9 being a by-law to amend By-law 2001-229 being a by-law to re-establish the Sault Ste. Marie Historic Sites Board be passed in open Council this 9th day of January, 2017.	
11.1.10	<b>By-law 2017-10 (Local Boards) Municipal Heritage Committee</b>	179 - 179
	A report from the Deputy City Clerk is on the Agenda.	
	Mover Councillor S. Butland Seconder Councillor R. Romano	
	Resolved that By-law 2017-10 being a by-law to amend By-law 2003-117 being a by-law to create the Municipal Heritage Committee (formerly the Local Architectural Conservation Advisory Committee), provided for the appointment of members thereto, establish Terms of Reference and repeal By-law 2002-206 be passed in open Council this 9th day of January, 2017.	
11.1.11	<b>By-law 2017-11 (Local Boards) Planning Advisory Committee</b>	180 - 180
	A report from the Deputy City Clerk is on the Agenda.	

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2017-11 being a by-law repeal By-law 89-323 being a by-law to establish a Planning Advisory Committee and provide for the appointment of Members thereto be passed in open Council this 9th day of January, 2017.

**11.1.12 By-law 2017-12 (Property Standards) Committee** 181 - 181

A report from the Deputy City Clerk is on the Agenda.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2017-12 being a by-law to establish a Property Standards Committee pursuant to Section 15.1 of the *Building Code Act*, 1992, S.O. 1992, c. 23 be passed in open Council this 9th day of January, 2017.

**11.1.13 By-law 2017-13 (Agreement) Engineering AECOM** 182 - 183

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

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2017-13 being a by-law to authorize the execution of a Scope Change to the Consulting Services Agreement dated May 16, 2016 be passed in open Council this 9th day of January, 2017.

**11.1.14 By-law 2017-14 (Agreement) Dedicated Gas Tax Funds for Public Transportation Program** 184 - 188

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2017-14 being a by-law to authorize the execution of a Letter of Agreement between the City of Sault Ste. Marie and Her Majesty the Queen in the Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario for funding under the Dedicated Tax Funds for Public Transportation Program be passed in open Council this 9th day of January, 2017.

**11.1.15 By-law 2017-15 (Local Improvements) Committee of Revision** 189 - 190

A report from the Deputy City Clerk is on the Agenda.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2017-15 being a by-law to establish a Committee of

Revision pursuant to O. Reg. 586/06 made under the *Municipal Act*, 2001, S.O. 2001, c. 25 be passed in open Council this 9th day of January, 2017.

11.1.16	<b>By-law 2017-16 (Zoning) 65 Simon Avenue (Sault North Holdings)</b>	191 - 193
	Council Report was passed by Council resolution on December 12, 2016.	
	Mover Councillor S. Butland Seconder Councillor R. Romano	
	Resolved that By-law 2017-16 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 65 Simon Avenue (Sault North Holdings) be passed in open Council this 9th day of January, 2017.	
11.1.17	<b>By-law 2017-17 (Zoning) 1044 Great Northern Road (Nello Iannelli)</b>	194 - 196
	A report from the Senior Planner is on the Agenda.	
	Mover Councillor S. Butland Seconder Councillor R. Romano	
	Resolved that By-law 2017-17 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1044 Great Northern Road (Nello Iannelli) be passed in open Council this 9th day of January, 2017.	
11.1.18	<b>By-law 2017-20 (Appointments to Local Boards)</b>	197 - 198
	A report from the Deputy City Clerk is on the Agenda.	
	Mover Councillor S. Butland Seconder Councillor R. Romano	
	Resolved that By-law No. 2017-20 being a by-law to appoint members to various Local Boards in the City of Sault Ste. Marie be passed in open Council this 9th day of January, 2017.	
11.2	<b>By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority</b>	
11.3	<b>By-laws before Council for THIRD reading which do not require more than a simple majority</b>	
11.3.1	<b>By-law 2016-172 (Local Improvement) Franklin Street</b>	199 - 204
	Passed a First and Second time in open Council on October 24, 2016.	
	Mover Councillor S. Butland Seconder Councillor R. Romano	
	Resolved that By-law 2016-172 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on	

Franklin Street from Henrietta Avenue to Laura Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the Third time and passed in open Council this 9th day of January, 2017.

**11.3.2 By-law 2016-173 (Local Improvement) Grace Street 205 - 210**

Passed a First and Second time in open Council on October 24, 2016.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2016-173 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Grace Street from Bruce Street to Elgin Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the Third time and passed in open Council this 9th day of January, 2017.

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

**13. CLOSED SESSION**

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that this Council proceed into closed session to discuss:

- two matters subject to solicitor/client privilege (PUC; Assessment Review Board)
- education/training regarding public sector compensation

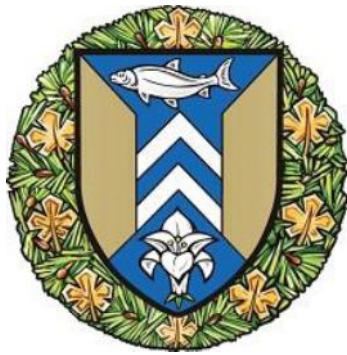
(advice that is subject to solicitor/client privilege – section 239(2)(f) *Municipal Act*; a meeting held for the purpose of education or training the members – section 239(3.1) *Municipal Act*)

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

**14. ADJOURNMENT**

Mover Councillor S. Butland  
Seconder Councillor J. Krmpotich

Resolved that this Council now adjourn.



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

Monday, December 12, 2016  
4:30 pm  
Council Chambers  
Civic Centre

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

Officials: A. Horsman, R. Tyczinski, M. White, T. Vair, L. Girardi, N. Kenny, M. Figliola, S. Schell, P. Niro, D. McConnell, S. Hamilton Beach, D. Elliott, F. Coccimiglio, V. McLeod, C. Barrett, T. Dodds

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the Minutes of the Regular Council Meeting of 2016 11 21 be approved.

Carried

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

**3. DECLARATION OF PECUNIARY INTEREST**

**3.1 Mayor C. Provenzano – Designated Heritage Property Tax Rebates – 2015 Tax Year**

Had been an owner of one of the properties in the 2015 taxation year

**3.2 Councillor L. Turco – Committee of Council on Graffiti Update**

Spouse is employed by Police Service

**3.3 Councillor M. Bruni – Economic Diversification Fund Application – Createch**

Family member is employed by Economic Development Corporation

**3.4 Councillor M. Bruni – Economic Diversification Fund Renewal – Searchmont**

Family member is employed by Economic Development Corporation

**3.5 Councillor M. Shoemaker – A-18-16-Z – 65 Simon Avenue (Queen Street Frontage)**

Applicant is a client of law firm

**3.6 Councillor J. Krmpotich – Pointe des Chenes / Nokomis Beach Water Concerns**

Member of Airport Development Corporation board

**3.7 Councillor M. Shoemaker – Third Line Extension – 920939 Ontario Inc.**

Client of law firm

**3.8 Councillor J. Hupponen – Sault Area Hospital – Smoking Area**

Sault Area Hospital is a client

**3.9 Councillor M. Bruni – Economic Development Review**

Family member is employed by Economic Development Corporation

**4. APPROVE AGENDA AS PRESENTED**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that the Agenda for 2016 12 12 City Council Meeting as presented be approved.

Carried

**5. PROCLAMATIONS/DELEGATIONS**

**5.1 2nd Annual Queen Street Cruise**

Gary Trembinski and Joe Bisceglia, Co-Chairs, Queen Street Cruise were in attendance.

**5.2 A-18-16-Z – 65 Simon Avenue (Queen Street Frontage)**

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

Tim Harmar, solicitor for the applicant was in attendance.

Jim McCabe (2172 Queen Street East.) was in attendance.

**5.3 Economic Development Review**

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

Brock Dickinson, Chief Executive Officer, MDB Insight was in attendance.

**5.4 Citizen's Address**

Mark Brown was in attendance.

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

Moved by: Councillor R. Romano

Seconded by: Councillor P. Christian

Resolved that all the items listed under date 2016 12 12 – Agenda item 6 – Consent Agenda save and except items 6.2 and 6.6 be approved as recommended.

Carried

**6.1 Correspondence**

**6.1.1 Noront Resources Ltd.**

Correspondence from Mayor Provenzano was received by Council.

**6.1.2 Tristan Dufour**

Correspondence received by and responded to by Mayor Provenzano was received by Council.

**6.1.3 Review of Fire Protection Services**

Correspondence from the Office of the Ontario Fire Marshal and Emergency Management; reply from Mayor Provenzano was received by Council.

**6.3 2017 Borrowing By-laws**

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

The relevant By-laws 2016-197 and 2016-200 are listed under item 11 of the Minutes.

**6.4 Tender for Oils, Greases and Gear Lubricants (2016PWT-30-T)**

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

Moved by: Councillor R. Romano

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2016 12 12 be received and the tender submitted by Petro-Canada Lubricants Inc. for the supply and delivery of oils, greases and gear lubricants as required by various City Departments for the years 2017, 2018 and 2019 be approved.

Carried

**6.5 Tender for New Tires and Tire Repairs (2016PWT-39-T)**

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

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that the report of the Manager of Purchasing dated 2016 12 12 be received and the tender submitted by Fountain Tire to provide new tires and tire repairs as required by various City Departments for the years 2017 and 2018 be approved.

Carried

**6.7 Cultural Policy Revisions**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Manager of Recreation and Culture dated 2016 12 12 concerning revisions to the Cultural Policy for the Corporation of the City of Sault Ste. Marie be received and that the recommendations of the Cultural Advisory Board to amend the policy as follows:

1. General Considerations – Heritage Arts. Amend the definition of intangible heritage from “(expressions of culture including custom, dance, music, song, story, etc.)” to “(dance, music, song, story, etc.)”
2. Statement of Policy. Amend from “To encourage, promote and maintain the development of cultural expression in Sault Ste. Marie at both the amateur and professional level” to “To encourage, promote, maintain and further develop cultural expression in sault Ste. Marie at both the amateur and professional level and through all ages.”
3. Policy Implementation. Amend from “Accept as a concept the dedication of up to 1% of the total construction and/or renovation costs of public facilities, including where

appropriate, major municipal infrastructure projects towards the commissioning and installation of art or other cultural activities where, as an integral part of the building or site, it is appropriate. Otherwise allocated funds shall either be directed towards similar use in alternative facilities or to the City of Sault Ste. Marie Cultural Endowment Trust Fund." By deleting the words "Accept as a concept".

4. Policy Implementation, item 3.6.3. Amend "When appropriate, lease municipal historic buildings to interested entrepreneurs with the stipulation that they be maintained to a specified standard." By adding the words "and cultural organizations after "entrepreneurs".
5. Policy Implementation. Add item "Encourage the conservation and preservation of historic sites and buildings."

be approved.

Carried

#### **6.8 Pim Street Pump Station Sluice Gate Replacement**

The report of the Land Development and Environmental Engineer was received by Council.

The relevant By-law 2016-212 is listed under item 11 of the Minutes.

#### **6.9 Engineering Agreement – McNabb Street to Pim Street Drainage Improvements**

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

The relevant By-law 2016-199 is listed under item 11 of the Minutes.

#### **6.10 Committee of Council on Graffiti Update**

Councillor L. Turco declared a conflict on this item. (Spouse is employed by Police Service)

The report of the Environmental Initiatives Co-ordinator was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Environmental Initiatives Co-ordinator dated 2016 12 12 concerning Committee of Council on Graffiti Update be received and the following recommendations be approved:

- That the Committee of Council on Graffiti remain in place and continue to meet throughout the year to ensure community engagement and co-ordination of projects; and
- That City staff continue to explore the development of a Public Art Policy, including graffiti management, which will be brought back to Council for review and approval.

Carried

**6.11 Sale of Surplus City Property**

The report of the City Solicitor was received by Council.

The relevant By-law 2016-204 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.12 Sault Career Community Centre – Zoning By-law 2016-176 and 2016-177**

The report of the City Solicitor was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the City Solicitor dated 2016 12 12 concerning Sault Career Community Centre – Zoning By-law 2016-176 and 2016-177 OMB Appeal be received and that despite the appeal, Council confirms its wish to proceed with the by-laws.

Carried

**6.13 Third Line Extension – 920939 Ontario Inc**

Councillor M. Shoemaker declared a conflict on this item. (Client of law firm)

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

The relevant By-law 2016-203 is listed under item 11 of the Minutes.

**6.14 Conveyance of Part of Lane Abutting 85 Elmwood Avenue**

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

The relevant By-laws 2016-206, 2016-207 and 2016-208 are listed under item 11 of the Minutes.

**6.15 Highlights of Changes to the Planning Act**

The report of the Senior Planner was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Senior Planner dated 2016 12 12 concerning *Smart Growth for Our Communities Act, 2015* (Bill 73) Highlights of Changes to the *Planning Act* be received.

Carried

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor S. Butland

Whereas section 34 of the Planning Act prohibits amendments to zoning by-laws within two years of their passing and section 45 of the Planning Act prohibits minor variance applications within two years of the by-law in respect of the land; and

Whereas sections 34(10.0.0.2) and 45(1.4) authorize Council to permit such requests by resolution;

Now Therefore Be It Resolved that the Planning Department be permitted to accept requests for zoning by-law amendments and minor variance applications within two years of the passing of the by-law in respect of the land.

Carried

#### **6.16 Rental Housing Incentive Program – 8**

The report of the Director of Planning and Enterprise Services is attached for the consideration of Council.

Moved by: Councillor R. Romano  
Seconded by: Councillor S. Butland

Resolved that the report of the Director of Planning and Enterprise Services dated 2016 12 12 concerning the Rental Housing Incentive Program be received and that the previous approval for a tax rebate for 531 Trunk Road be repealed.

Carried

#### **6.17 Community Engagement and Planning Advisory Committee**

Moved by: Councillor R. Romano  
Seconded by: Councillor P. Christian

Resolved that the report of the Director of Planning and Enterprise Services dated 2016 12 12 concerning Community Engagement and the Planning Advisory Committee be received and that City Council:

1. Dissolve the Planning Advisory Committee and thank past members for their service;
2. Request staff to develop terms of reference for a new Community Development Award Committee specifically to recommend future development awards to City Council; and
3. Request staff to create a community engagement protocol for all types of development approvals.

Carried

## **6.18 Traffic By-law – Annual Review 2016**

The report of the Manager of Traffic and Communications was received by Council.

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that the report of the Manager of Traffic and Communications dated 2016 12 12 concerning Traffic By-law – Annual Review 2016 be received and that the Legal Department be directed to bring forward the appropriate by-law amendments at a later date.

Carried

## **6.2 Focusing on the Positive**

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor S. Myers

Whereas Sault Ste. Marie is experiencing creative investment and development thanks to individuals, private companies, educational institutions and community groups despite current economic challenges; and

Whereas a positive image is critical when it comes to community development and revitalization; and

Whereas the cultivation of positive relationships in the community begins by focusing on the good in the community;

Now Therefore Be It Resolved that City Council set aside a few minutes at the beginning of each Council meeting for Councillors to share positive community stories.

Carried

## **6.6 Designated Heritage Property Tax Rebates – 2015 Tax Year**

Mayor C. Provenzano declared a conflict on this item. (Had been an owner of one of the properties in the 2015 taxation year)

Mayor Provenzano vacated the chair while this item was discussed. Councillor Turco assumed the role of Acting Mayor.

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Manager of Recreation and Culture concerning Designated Heritage Property Tax Rebates be received and the recommendation of the Sault Ste. Marie Municipal Heritage Committee that designated heritage property tax rebates for the 2015 tax

year be paid to the qualified owners of designated heritage properties enrolled in the program be approved.

Carried

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

### **7.1 ADMINISTRATION**

### **7.2 COMMUNITY SERVICES DEPARTMENT**

#### **7.2.1 Economic Development Review**

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

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2016 12 12 concerning Review of Sault Ste. Marie's Economic Development Enablers and Investments be received and referred to staff to consult with the Sault Ste. Marie Innovation Centre and Sault Ste. Marie Economic Development Corporation and report back to Council in January 2017 concerning implementation of the recommendations of the report; and

Further that pursuant to section 7.1 of the Memorandum of Understanding (MOU) between the City of Sault Ste. Marie and the Sault Ste. Marie Economic Development Corporation dated August 2009, that staff be directed to provide formal notice of termination of the said MOU; and

Further that pursuant to section 7.1 of the Memorandum of Understanding (MOU) between the City of Sault Ste. Marie and the Sault Ste. Marie Innovation Centre dated September 2009, that staff be directed to provide formal notice of termination of said MOU.

<b>Recorded</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor S. Butland		X	
Councillor P. Christian	X		
Councillor S. Myers	X		
Councillor S. Hollingsworth	X		

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Councillor J. Hupponen	X		
Councillor L. Turco	X		
Councillor M. Shoemaker	X		
Councillor R. Niro	X		
Councillor M. Bruni			
Councillor F. Fata	X		
Councillor J. Krmpotich	X		
Councillor R. Romano	X		
<b>Results</b>	<b>9</b>	<b>3</b>	<b>0</b>

**Carried**

### **7.3 ENGINEERING**

### **7.4 FIRE**

### **7.5 LEGAL**

### **7.6 PLANNING**

#### **7.6.1 A-17-16-Z – 1044 Great Northern Road**

The report of the Senior Planner was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Senior Planner dated 2016 12 12 concerning A-17-16-Z – 1044 Great Northern Road be received and that Council rezone the subject property from Highway Zone (HZ.S336) to Highway Zone with an amended Special Exception 336 to permit Personal Services as an additional permitted use,

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

Carried

#### **7.6.2 A-18-16-Z – 65 Simon Avenue (Queen Street Frontage)**

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

The report of the Senior Planner was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Senior Planner dated 2016 12 12 concerning application A-18-16-Z – 65 Simon Avenue (Queen Street Frontage) be received and that the subject property be rezoned from “C4.S.162” (General Commercial with a Special Exception) to “C4.S” (General Commercial) amending the S.162 to allow as an additional permitted use: personal storage in association with a Motor Vehicles Sales and Parts Dealer, subject to the following:

1. That the provisions of S.162 relating to setbacks, landscaping and coverage be maintained;
2. That outdoor storage shall be 100% visually screened from all streets and residential buildings using a combination of landscaping and building components to visually screen outdoor storage areas;
3. That outdoor storage shall be limited to the storage of automobiles, boats and recreational vehicles;
4. That no automobiles, boats or recreational vehicles that are wrecked, dismantled or inoperative shall be permitted on site;
5. That the existing tree stand to the west of the proposed building be maintained;
6. That the existing tree stand to the east of the proposed building be maintained until such time as a future development occurs
  - a. And that as part of that development, a tree retention and planting plan shall be provided, showing which trees can be preserved and/or planted as part a new development
7. That the applicant agrees to provide a walkway connection within the subject property connecting the Denwood subdivision to Queen Street East,

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**

### **7.8.1 Economic Diversification Fund Application – Createch**

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

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the CEO – Economic Development Corporation dated 2016 12 09 concerning EDF Request – Createch Innovative Cloud Excellence Centre (ICE) Project [Services 365] be received and the recommendation to provide \$200,000 (2017 – \$100,000, 2018 – \$100,000) in funding from the Economic Diversification Fund (EDF) be approved, conditional on the required total additional funding being received (in the total amount stated in the application) from a combination of other levels of government and private sector sources; and

Further that the EDF funds be reallocated from the remaining funds from two previously approved projects: Gateway Project – 2003 (\$105,125) and Waterfront Walkway – 2006 (\$123,000).

Carried

#### **7.8.2 Economic Diversification Fund Renewal – Searchmont**

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

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

Moved by: Councillor R. Romano

Seconded by: Councillor P. Christian

Resolved the report of the CEO Sault Ste. Marie Economic Development Corporation dated 2016 12 12 concerning Searchmont Ski Association Inc. (SSAI) Financial Guarantee be received and the recommendation that the \$100,000 previously transferred by the City of Sault Ste. Marie from the Economic Diversification Fund to the Sault Ste. Marie Economic Development Corporation (to be set aside as collateral for the RBC/SSAI line of credit) be renewed for the period of January 1, 2017 to the earlier of May 1, 2018 or until such time as the Sault Ste. Marie Economic Development Corporation has divested itself of the asset, at which time the funds will be returned to the Economic Diversification Fund.

Carried

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

#### **8.1 Sault Area Hospital – Smoking Area**

Councillor J. Huppenen declared a conflict on this item. (Sault Area Hospital is a client)

## December 12, 2016 Council Minutes

Moved by: Councillor M. Shoemaker

Seconded by: Councillor F. Fata

Whereas the entire Sault Area Hospital property is a smoke-free area; and

Whereas the result of the hospital being a smoke-free property is that people are using the City-owned Hub Trail as a smoking area; and

Whereas the Hub Trail exists to promote health and well-being for the entire community and should not be used by smokers at the Sault Area Hospital;

Now Therefore Be It Resolved that the City of Sault Ste. Marie request that City staff consult with the Sault Area Hospital concerning creation of a smoking area within their property boundaries.

<b>Recorded</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano		X	
Councillor S. Butland		X	
Councillor P. Christian	X		
Councillor S. Myers		X	
Councillor S. Hollingsworth		X	
Councillor J. Hupponen			
Councillor L. Turco		X	
Councillor M. Shoemaker	X		
Councillor R. Niro		X	
Councillor M. Bruni		X	
Councillor F. Fata	X		
Councillor J. Krmpotich		X	
Councillor R. Romano		X	
<b>Results</b>	<b>3</b>	<b>9</b>	<b>0</b>
<b>Defeated</b>			

### 8.2 City Landfill Site

Mayor Provenzano vacated the chair. Councillor Turco assumed the role of Acting Mayor.

Moved by: Councillor R. Romano  
Seconded by: Councillor M. Shoemaker

Whereas the Corporation of the City of Sault Ste. Marie does not presently have a different fee structure for use of the City landfill site; and

Whereas it would be appropriate for non-residents of Sault Ste. Marie to pay more than Sault Ste. Marie residents to use the landfill site, especially when considering the lifespan of the current landfill site and costs of upgrades in the future;

Now Therefore Be It Resolved that staff report to Council by 2017 02 01 with respect to potential additional costs of dumping at the landfill by non-residents of Sault Ste. Marie; and

Further that staff report to Council on a mechanism to ensure that only non-residents of Sault Ste. Marie are required to pay a greater fee for use of the City landfill site.

Carried

### **8.3 Construction Employer Decision**

Moved by: Councillor M. Shoemaker  
Seconded by: Councillor S. Myers

Whereas in the 1980's the City was certified as a construction employer; and

Whereas the results of said certification has excluded many local businesses, including unionized business, from bidding on City projects; and

Whereas a new Ontario Labour Relations Board decision has influenced the legal landscape for institutions being certified as construction employers;

Now Therefore Be It Resolved that the City Legal Department and Human Resources Department report to Council regarding the implications of the Ontario Labour Relations Board decision and advise what actions, if any, the City of Sault Ste. Marie may take to allow all businesses in Sault Ste. Marie to participate in municipally-issued contracts.

Carried

### **8.4 Black Road Widening Project**

Mayor Provenzano returned to the chair.

Moved by: Councillor P. Christian  
Seconded by: Councillor S. Butland

Whereas Sault Ste Marie has 24 kms of connecting links roads within its boundaries; and

Whereas 35% of arterial roads in Sault Ste. Marie are designated as connecting links; and

Whereas the provincial government does not provide any funding for winter control, line painting, or maintenance of any kind; and

Whereas the Black Road widening between McNabb Street and Second Line, which is estimated to cost \$5.6 million to complete, is ineligible for funding as MTO deems the increased traffic to be locally generated; and

Whereas Sudbury and Thunder Bay each have a by-pass which diverts commercial traffic around their communities; and

Whereas the government of Ontario funds all maintenance and repairs for these roads which local traffic in these communities access on a constant basis; and

Whereas in 2014, MTO deferred all route planning and environmental assessments for a 17E/17N by-pass, and the connection of 17E to Black Road at Second Line for at least 10 years;

Now Therefore Be It Resolved that Council request that staff provide an update on any current developments relating to the widening of Black Road, and any funding options that would allow for the completion of this work.

Carried

#### **8.5 Pointe des Chenes / Nokomis Beach Water Concerns**

Councillor J. Krmpotich declared a conflict on this item. (Member of Airport Development Corporation board)

Moved by: Councillor R. Romano

Seconded by: Councillor R. Niro

Whereas recent media reports have advised the public that there were concerns over the presence of potentially harmful levels of benzene in the drinking water in the areas of Pointe des Chenes and Nokomis Beach; and

Whereas remedial efforts have been undertaken and said recent media reports have indicated that there are presently no safety concerns for residents in the Pointe des Chenes and Nokomis Beach areas with respect to potentially harmful benzene in the drinking water; and

Whereas residents of Pointe des Chenes and Nokomis Beach were not notified by the City of Sault Ste. Marie, Algoma Public Health or any other agency, of:

- the concerns regarding potentially harmful benzene levels in the drinking water;
- the cause or origin of this contaminant;
- the effects of potentially harmful levels of benzene in the drinking water;
- the remedial efforts undertaken;

- any safety precautions or options to avoid the potentially harmful effects if in fact unsafe benzene levels were present in drinking water; or
- the specific results of recent testing of the water including the nature of the testing and the specific results detected; and

Whereas there ought to be an agency accountable to the public to ensure that residents that could be affected by concerns such as those noted above are made known at the first available opportunity to ensure that residents can make informed decisions with respect to matters affecting their safety and well being;

Now Therefore Be It Resolved that staff report to Council:

- as to the obligations of Algoma Public Health, the City of Sault Ste Marie and any other related agency to provide notice to ensure that the concerns noted above are brought to the attention of potentially concerned parties/residents at the first available opportunity;
- which agency is/are to be held accountable for decisions such as these;
- whether or not this matter has been dealt with according to the applicable provincial standards/regulations.

Carried

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 R. Romano

Seconded by: Councillor S. Butland

Resolved that all By-laws under item 11 of the Agenda under date 2016 12 12 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 2016-197 (Financing) Current Expenditures**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-197 being a by-law to authorize the borrowing of \$10,000,000 to meet current expenditures until taxes are collected be passed in open Council this 12th day of December, 2016.

Carried

**11.1.2 By-law 2016-199 (Agreement) Tulloch Engineering Inc. – Drainage Improvements McNabb Street to Pim Street**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-199 being a by-law to authorize the execution of an Agreement between the City and Tulloch Engineering Inc. for drainage improvements for McNabb Street to Pim Street be passed in open Council this 12th day of December, 2016.

Carried

**11.1.3 By-law 2016-200 (Financing) Capital Expenditures**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-200 being a by-law to authorize the borrowing of \$15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$6,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie be passed in open Council this 12th day of December, 2016.

Carried

**11.1.4 By-law 2016-202 (Appointments) Repealing By-law 2001-25**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-202 being a by-law to repeal By-law 2001-25 (a by-law to appoint representatives to the water utility) be passed in open Council this 12th day of December, 2016.

Carried

**11.1.5 By-law 2016-203 (Property Acquisition) Third Line Extension - 920939 Ontario Inc.**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-203 being a by-law to authorize the further payment of \$196,627 to 920939 Ontario Inc. for the acquisition of the property described as Part 1 on Plan 1R-11776 for the Third Line extension be passed in open Council this 12th day of December, 2016.

Carried

**11.1.6 By-law 2016-204 (Property) Sale of Surplus City Property**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-204 being a by-law to re-establish procedures, including the giving of notice to the public governing the sale of surplus real property owned by the City be passed in open Council this 12th day of December, 2016.

Carried

**11.1.7 By-law 2016-205 Sault Surge Aquatic Team Office Space Rental Agreement**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-205 being a by-law to authorize the execution of an Agreement between the City and Sault Surge Aquatic Team for the exclusive use of office space located at the John Rhodes Community Centre for activities carried on by the Club be passed in open Council this 12th day of December, 2016.

Carried

**11.1.8 By-law 2016-206 (Lane Assumption) Highland Park Subdivision**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-206 being a by-law to assume for public use and establish as a public lane a lane in Highland Park Subdivision, Plan H516 be passed in open Council this 12th day of December, 2016.

Carried

**11.1.9 By-law 2016-207 (Lane Closing) Highland Park Subdivision**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-207 being a by-law to stop up, close and authorize the conveyance of a lane in Highland Park Subdivision, Plan H516 be passed in open Council this 12th day of December, 2016.

Carried

**11.1.10By-law 2016-208 (Property) Abutting 85 Elmwood Avenue**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-208 being a by-law to declare the City-owned property legally described as PIN 31550-0178 (LT) PT LANE PL 9110 ST. MARY'S CLOSED BY T282492, PT 2, 3 1R6979; S/T T283158; SAULT STE. MARIE, abutting 85 Elmwood Avenue, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 12th day of December, 2016.

Carried

**11.1.11By-law 2016-209 (Fees) Amend Committee of Adjustment By-law 2010-87 and to repeal By-law 2015-26**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-209 being a by-law to amend Committee of Adjustment By-law 2010-87 and to repeal By-law 2015-26 be passed in open Council this 12th day of December, 2016.

Carried

**11.1.12By-law 2016-210 (Taxes) Amend By-law 2006-204**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-210 being a by-law to amend Tax By-law 2006-204 (being a by-law to provide for a penalty for non-payment of current taxes and to permit interest to be added to tax arrears) be passed in open Council on this 12th day of December, 2016.

Carried

**11.1.13By-law 2016-211 (Building) Amend Building By-law 2008-148 and to Repeal By-law 2016-17**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-211 being a by-law to amend Schedule "A" to By-law 2008-148 (a by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie) and to repeal By-law 2016-17 be passed in open Council this 12th day of December, 2016.

Carried

**11.1.14By-law 2016-212 (Agreement) Pim Street Pump Station (Contract 2016-16E)**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-212 being a by-law to authorize the execution of a contract between the City and Cecchetto and Sons Ltd. for the Pim Street Pump Station Sluice Gate Replacements (Contract 2016-16E) be passed in open Council this 12th day of December, 2016.

Carried

**11.1.15By-law 2016-213 (Council Procedure) Amendment to By-law 2013-100**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-213 (being a by-law to amend By-law 2013-100 being a by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie) be passed in open Council this 12th day of December 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**

**12.1 Citizen Address**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Romano

Resolved that citizen Mark Brown be permitted to address City Council for five minutes.

Carried

Mark Brown addressed Council regarding Budget 2017.

**13. CLOSED SESSION**

**14. ADJOURNMENT**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that this Council now adjourn.

Carried

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Mayor

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Deputy City Clerk

**Soo Finnish Nordic Ski Club**

*Physical Address:*

767 Landslide Road  
Sault Ste Marie, ON  
P6B 6J8

*Mailing Address:*

Box 22062 44 Great Northern Road  
Sault Ste. Marie, ON  
P6B 6H4

L E  
CITY CL RPK

DEC 29 2016

December 26, 2016

NO.: S 138

DIST:

To whom it may concern,

In accordance with the Special Occasion Permit application under the regulations of the Alcohol and Gaming Commission of Ontario please consider this notification of an 'Outdoor Event'.

Laurie Carlyle, social coordinator, on behalf of the not-for-profit organization, Soo Finnish Nordic Ski Club (SFNSC) of Sault Ste. Marie (SSM), Ontario, has submitted this application.

The SFNSC plans to hold the event, *Hiawatha Snowfest* on January 28 and 29, 2017 at Hiawatha Highlands in SSM. Our SOP application is for January 28, 2017 when we hope to offer a sales beer tent at the address 767 Landslide Road in SSM. Set up will begin at 11:00AM and closing of the beer tent will be completed by 4:30PM. A sausage barbecue will also be provided during this time.

Please find attached a schematic drawing (not to scale) illustrating the fenced (36" tall) area and the proximity to the Soo Finnish Nordic (physical structure) clubhouse. The capacity planned for this area is 30' x 30' = 900sq. ft. / 12' = 75 persons. All beer sales and consumption will remain inside the outdoor fenced area.

Sincerely,

Laurie Carlyle

94 Lansdowne Ave., Sault Ste. Marie, ON P6B 1K7  
(705) 541-9700

CC:

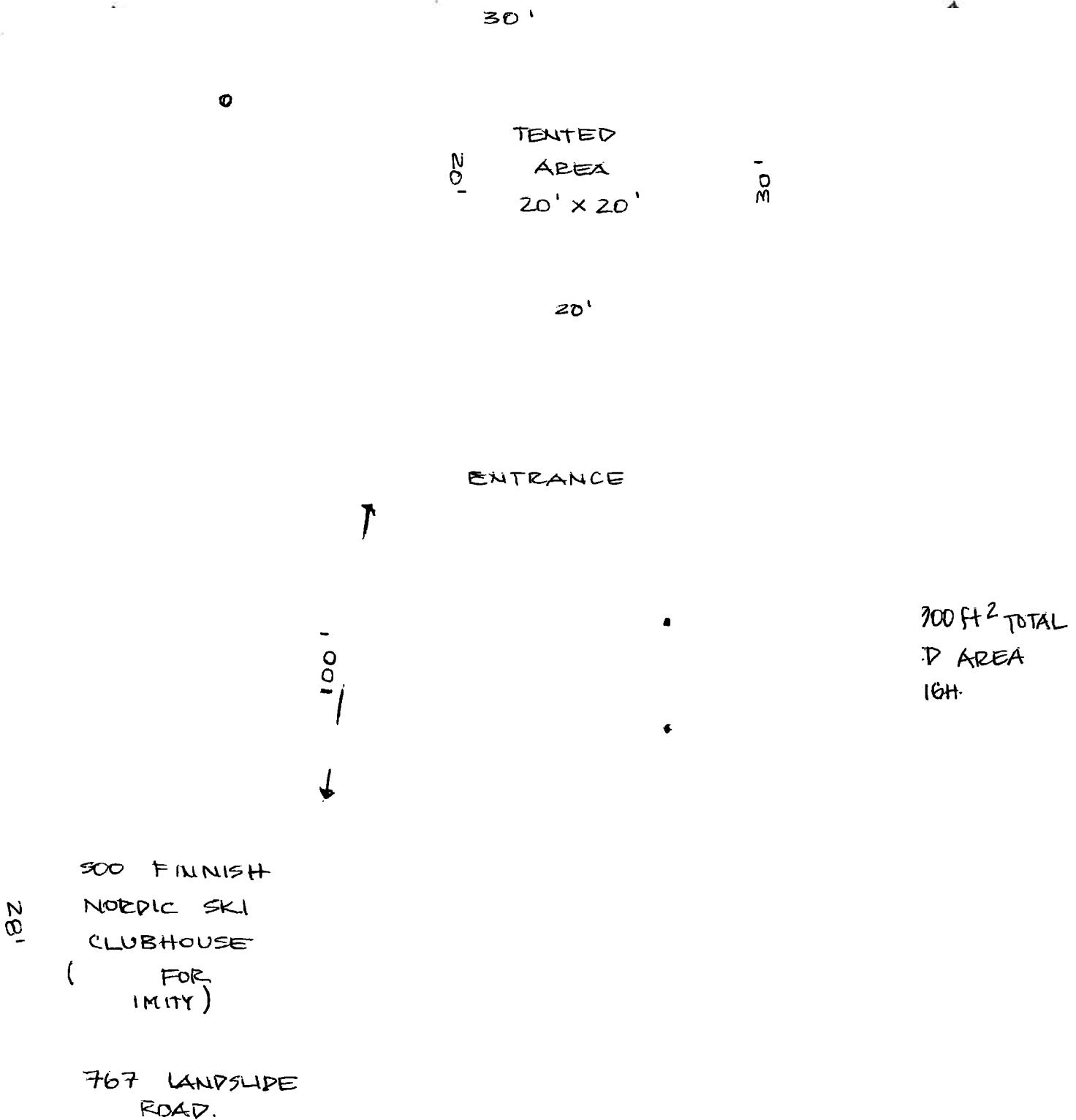
**City SSM City Clerk Department:** 99 Foster Dr. Level 4, SSM, ON P6A 5X6

**Police SSM:** 580 Second Line East, SSM, ON, P6B 4K1

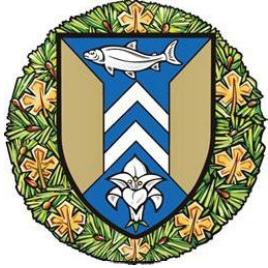
**SSM Fire Department:** 72 Tancred St. SSM, ON P6A 2W1

**SSM Building Department:** Level 5, 99 Foster Dr., Level 4, SSM, ON P6A 5X6

**Algoma Public Health:** 294 Willow Ave. SSM., ON P6B 0A9



2016/12/22



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

### C O U N C I L   R E P O R T

January 9, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Rachel Tyczinski, Deputy City Clerk

**DEPARTMENT:** Corporate Services

**RE:** 2017 Corporate Membership Fees

---

#### PURPOSE

The purpose of this report is to request approval of 2017 corporate memberships from City Council.

#### BACKGROUND

The following memberships will be due in 2017:

	2017 Renewal	2016 Fees
Algoma District Municipal Association	*300	300
Association of Municipalities of Ontario	*12,151	12,151
Canadian Institute of Forestry	*500	500
Chamber of Commerce	*340	340
Federation of Northern Ontario Municipalities	3,150	3,150
Great Lakes and St. Lawrence Cities Initiative	*5,000	5,000
Ontario Good Roads Association	2,228	2,156
Ontario Traffic Conference	*490	490
	<b>\$ 24,159</b>	<b>\$ 24,087</b>

\*projected amount – invoice not yet received

2017 Corporate Membership Fees

2017 01 09

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**ANALYSIS**

Council will recall that the City has not renewed its Federation of Canadian Municipalities (FCM) membership since 2014. The 2016 FCM membership fee was \$11,047.59. The 2017 FCM membership fee was a supplementary 2017 budget item and was not approved.

**FINANCIAL IMPLICATIONS**

The 2017 budget projected corporate memberships at \$25,080. 2017 memberships as outlined above amount to \$24,159.

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

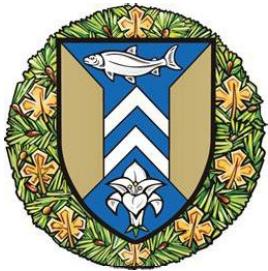
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2017 01 09 concerning 2017 corporate membership fees be received as information and that payment of 2017 memberships be approved.

Respectfully submitted,



Rachel Tyczinski  
Deputy City Clerk  
705.759.5392  
[r.tyczinski@cityssm.on.ca](mailto:r.tyczinski@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

January 9, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Rachel Tyczinski, Deputy City Clerk

**DEPARTMENT:** Corporate Services

**RE:** Housekeeping – Boards and Committees

---

#### **PURPOSE**

The purpose of this report is to obtain Council approval of housekeeping amendments to by-laws governing various boards and committees.

#### **BACKGROUND**

Appointments to boards and committees are made twice during a Council term. A review of by-laws governing various boards and committees revealed that in some cases amendments to establishing by-laws are required to reflect existing practice or to conform with legislative requirements.

#### **ANALYSIS**

The following amendments are required:

##### **Dangerous Dog Committee**

By-law 98-211 (a by-law for licensing, registration and the prohibiting of running at large of dogs) provides that a Committee of Council shall hold a hearing when the Poundkeeper issues a notice designating a dog as dangerous or potentially dangerous. The *Dog Owners Liability Act* sets out a procedure for designating a dangerous dog and this committee is no longer required. A review of animal control by-laws is anticipated shortly and this will be addressed during that process.

##### **Parks and Recreation Advisory Committee**

By-law 2001-161 provides that the term of the Parks and Recreation Advisory Committee be three years or the term of Council and that two members of Council be appointed. A 2007 review of board and committee appointments recommended a two-year term and one member of Council. While this has been adopted as practice, the by-law has not been amended. Section 1 (Composition) of By-law 2001-161 should be amended.

##### **Committee of Revision**

By-law 70-18 establishes a Court of Revision under the *Local Improvement Act*. The old by-law set out staggered terms and honoraria. The 2007 review of board

and committee appointments recommended a two-year term; however, the establishing by-law was not amended. The *Local Improvement Act* has been replaced by Ontario Regulation 586/06 under the *Municipal Act* and as such By-law 70-18 should be repealed and a new by-law constituting the Committee of Revision passed.

### **Historic Sites Board**

By-law 2001-229 provides that the member of Council appointed to the Historic Sites Board be appointed annually and that other members be appointed for a three-year term. The by-law should be amended to reflect a two-year term for all members.

### **Municipal Heritage Committee**

By-law 2003-117 also provides for annual appointment of a member of Council and that other members be appointed for a three-year term. The by-law should be amended to reflect a two-year term for all members.

### **Planning Advisory Committee**

The Planning Advisory Committee was dissolved by Council resolution on December 12, 2016. By-law 89-323 should be repealed.

### **Residential Standards Committee (Property Standards Committee)**

By-law 94-54 stated three ratepayers to be appointed on the recommendation of the Engineering Planning Department as terms expire and did not specify terms. Practice has been a two year term. By-law 94-54 was repealed by By-law 2012-009 which is silent as to composition and term. The committee has also been erroneously referred to as the Residential Standards Committee. A new by-law should be passed setting composition of the Property Standards Committee at three ratepayers with a two-year term.

## **FINANCIAL IMPLICATIONS**

There is no financial impact to these amendments.

## **STRATEGIC PLAN / POLICY IMPACT**

This is an operational matter not specifically identified in the corporate Strategic Plan. Various by-laws require amendment or repeal.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

The relevant by-laws are listed under Agenda item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,



Rachel Tyczinski  
Deputy City Clerk  
705.759.5392  
[r.tyczinski@cityssm.on.ca](mailto:r.tyczinski@cityssm.on.ca)

Housekeeping – Boards and Committees

2017 01 09

Page 3.



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

### C O U N C I L   R E P O R T

January 9, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Catherine Taddo, P. Eng.

**Land Development and Environmental Engineer**

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Wastewater Advisory Services

---

#### **PURPOSE**

The purpose of this report is to request approval for single sourcing AECOM for a five year Engineering Agreement for the purposes of wastewater advisory services.

#### **BACKGROUND**

Ongoing advisory services are required for Supervisory Control and Data Acquisitions (SCADA) and process issues that arise at the treatment plants, seven large pump stations, and nineteen small pump stations. At the Council meeting of February 7, 2011 and Advisory Services Engineering Agreement was approved with AECOM, with an annual renewal for a period of five years. At the November 23, 2015 Council meeting a one year extension was approved, and at the October 11, 2016 meeting the Agreement was amended to allow for additional fees to be allocated for required work until the end of 2016.

#### **ANALYSIS**

There is a continuing requirement for specialized engineering assistance related to operational matters based on the complexity of the wastewater system and ongoing and changing regulatory obligations. The specialized involvement is required for both operations and SCADA issues as follows:

- **Operations:** The Public Works Department maintains the City's sanitary sewers and operates and maintains nineteen small pump stations, whereas the Public Utilities Commission (PUC) operates and maintains the City's seven large pump stations, including the sanitary sewer overflow tank, and two treatment plants. Ongoing specialized engineering assistance is required for both the Public Works Department and PUC operated sites. AECOM historically has designed and administered the construction of the bulk of our pump and treatment facilities. Their

wastewater experts, both locally and globally, have a thorough knowledge of our system.

- **Supervisory Control and Data Acquisition (SCADA):** The City's SCADA system was also upgraded through AECOM to a wide area network, which incorporates all pump stations and treatment plants. This system requires continual monitoring and programming modifications as operational challenges and potential improvements are identified.

## **FINANCIAL IMPLICATIONS**

A new five year Agreement is required for SCADA and process issues. Staff recommends single sourcing to AECOM for the engineering work based on Clause 22(3)(a) and (f) in the procurement by-law, namely standardization of services, and purchase in the best interests of the City. If approved, an Engineering Agreement will be brought forward at a future Council meeting. The anticipated upset limit is \$75,000 per year, excluding HST. The funds are within the approved budget allocation for advisory services for 2017.

## **STRATEGIC PLAN / POLICY IMPACT**

This report links to the Strategic Plan focus area of infrastructure, and specifically maintain existing infrastructure.

## **RECOMMENDATION**

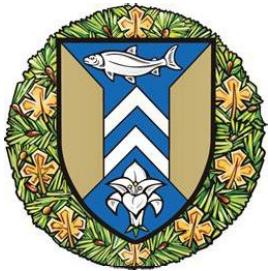
It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineering dated 2017 01 09 concerning Advisory Services be received and that single sourcing to AECOM be approved for services through an annual upset limit of \$75,000 with the Engineering Agreement to be brought forward at a future Council meeting.

Respectfully submitted,

*C. Taddo*

Catherine Taddo, P. Eng.  
Land Development and Environmental Engineer  
705.759-5380  
c.taddo@cityssm.on.ca



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

### C O U N C I L   R E P O R T

January 9, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

**DEPARTMENT:** Public Works and Engineering Services

**RE:** West End Wastewater Treatment Plant Upgrades and Septage Receiving Station

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#### PURPOSE

The purpose of this report is to obtain approval for a scope change to the West End Sewage Treatment Plant upgrades engineering agreement to take advantage of a revenue generating opportunity.

#### BACKGROUND

At the May 16, 2016 meeting Council authorized entering into an agreement with AECOM for West End Wastewater Treatment Plant Upgrades, Phase I. The agreement included engineering related to screening, dewatering, HVAC systems, and miscellaneous items identified through the West End Wastewater Treatment Plant Upgrading Study. An opportunity has arisen to move an item projected to be included in Phase II upgrades, to Phase I. The new procurement by-law requires that a change of scope be approved by Council.

#### ANALYSIS

Under Phase II, proposed septage receiving station upgrades were to include enhancements that would enable the City to charge a fee for service. As a result, it would be beneficial to review the septage receiving station conceptual design, as part of the current engineering assignment. It is anticipated that a future Council report would be brought forward in relation to detailed design fees, subsequent to completion of the conceptual design.

#### FINANCIAL IMPLICATIONS

The fee to add the technical memo for the review of septage unloading options at the West End Wastewater Treatment Plant is estimated to be \$13,330 including the City's portion of HST, and can be accommodated under the approved 2017 capital budget allocation for the project.

**STRATEGIC PLAN / POLICY IMPACT**

The report links to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

The relevant By-law 2017-13 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

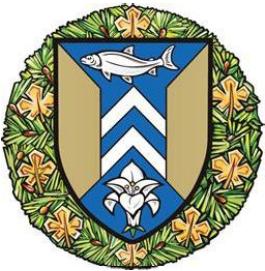
*C. Taddo*

Catherine Taddo, P. Eng.

Land Development and Environmental Engineering

705.759-5380

[c.taddo@cityssm.on.ca](mailto:c.taddo@cityssm.on.ca)



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

**C O U N C I L   R E P O R T**

January 9, 2017

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Catherine Taddo, P. Eng.  
Land Development and Environmental Engineer  
**DEPARTMENT:** Public Works and Engineering Services  
**RE:** Young Street and Main Pump Station Modifications

---

**PURPOSE**

The purpose of this report is to obtain approval to award Contract 2016-13E Young Street and Main pump station modifications.

**BACKGROUND**

Electrical modifications are required at both the Young Street and Main pump stations. The work will facilitate more reliable switching to back-up power in the event of a power failure. The modifications will generally include replacement of the automatic transfer switch, changes to the motor control centre, provisions of SCADA monitoring, accommodations for load bank testing, and relocation of existing devices to accommodate the new equipment. Council approved the Engineering Agreement for the required work at the Council Meeting on November 21, 2016.

**ANALYSIS**

One (1) tender was received, and was found to be complete. The results are summarized in the attached report. The tender, excluding HST was in the amount of \$218,184, submitted through S&T Electrical Contractors Ltd.. The low tender amount of approximately \$222,025 (incl. the City's portion of tax) is lower than the Engineer's tender estimate by approximately \$65,100 or 23%.

**FINANCIAL IMPLICATIONS**

When recoverable HST is removed and allowances for engineering are added, the City's cost to complete the project is estimated to be approximately \$267,000 to be funded from the sanitary sewer revenue. The project is within the \$350,000 approved budget for this project.

**STRATEGIC PLAN / POLICY IMPACT**

The report links to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

The relevant By-law 2017-6 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

*C. Taddo*

Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

705.759-5380

[c.taddo@cityssm.on.ca](mailto:c.taddo@cityssm.on.ca)

December 15, 2016

Ms. C. Taddo, P. Eng.  
City of Sault Ste. Marie  
Engineering Department  
99 Foster Drive  
Sault Ste. Marie, Ontario  
P6A 5N1

Dear Ms. Taddo:

**Project No:** 60480404

**Regarding:** West End WPCP and Young Street Pumping Station ATS Replacement  
**Contract No.** 2016-13E  
**Tender Report**

We have reviewed the tenders received by the City Clerk's office on Tuesday, December 13, 2016 for the above contract and present herewith our Tender Report.

#### **1.0 Introduction**

Contract No. 2016-13E – ATS Replacement West End Water Pollution Control Plant and Young Street Pumping Station consists of replacement of the automatic transfer switch, changes to the motor control centre, provisions of SCADA monitoring, accommodations for load bank testing and temporary bypass pumping at the WEWPCP and Young Street pump stations.

The tender advertisement was published in the Sault Star on Saturday, November 26, 2016 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

A total of three (3) Contractors picked up tender documents during the tender period following submission of the \$50.00 refundable deposit.

During the tender period, there were a few questions from plan takers relating to the scope of work and the technical specifications. An Addendum was issued by the Consultant to provide additional information to the plan takers.

## **2.0 Summary of Tenders**

One (1) Contractor submitted a sealed tender for Contract No. 2016-13E to the City Clerk's office prior to the closing time of 3:00 p.m. on Tuesday, November 26, 2016. The tender was publicly opened at 3:15 p.m. on the same day in the presence of City and Consultant staff as well as a representative of the bidding Contractor. At the time of the tender opening, the Total Tender Value was read and the tender was reviewed to ensure it included the required \$25,000 tender deposit and agreement to bond.

The tender deposit, which was in the form of a certified cheque, was retained by the City while the tender submission was provided to the Consultant for a further review of the tender submitted.

The following was the result of the submitted Total Tender Price, including HST:

S & T Electrical Contractors Limited	-	\$246,547.92
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The Total Tender Value includes a contingency allowance of \$7,500.00.

The Engineer's tender estimate for this Contract was \$318,835.15.00 (incl. HST) which was compiled based on pricing from previous work and input from equipment manufacturers. The original copy of the tender received is attached to this report, for the City's records.

## **3.0 Review of Tenders Received**

The tender was reviewed to verify all tender submission requirements were complied with as stipulated in the Instructions to Bidders. A Summary of the review is attached as Appendix 1. The following specific comments are noted:

1. The tender was properly signed, sealed and executed.
2. The tender breakdown was checked for mathematical errors. None were found.
3. The Instructions to Bidders indicated that all tenders were to include a \$25,000 tender deposit in the form of a certified cheque. The tender complied with submission of the required certified cheques.
4. The tender document called for submission of Appendix 'A' to 'D' which outline the list of bid documents, the tenderers' list of proposed subcontractors and suppliers, alternative prices, and breakdown of total tender price. The tenderer filled in the appropriate appendices.
5. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to the tender submitted.
6. All tenderers were required to acknowledge any Addenda received during the tender period. The tenderer confirmed receipt of Addendum No. 1.

7. Section 00300 – Form of Bid required the tenderers to provide the contract duration. The tenderer provided a construction duration of 12 weeks.

#### **4.0 Low Bidder Experience**

The low tenderer, S.&T. Electrical Contractors Limited, is a well-known local Contractor who has completed numerous City contracts in the past including the SCADA automation project and other similar contract where they completed the work as an electrical subcontractor.

Appendix "B" – List of Subcontractors and Suppliers submitted by S.&T. Electrical Contractors Limited indicated that the work will be done by their own forces, and Aqua Tech Pump & Power - Process Mechanical and Plan Group – Electrical Systems Analysis.

#### **5.0 Tender Estimate**

The low tender amount of \$246,547.92 (incl. HST) is lower than the Engineer's tender estimate by \$72,287.23 (incl. HST) or approximately 23%.

#### **6.0 Conclusions**

In summary, based on our detailed review of the tenders submitted, we recommend the following:

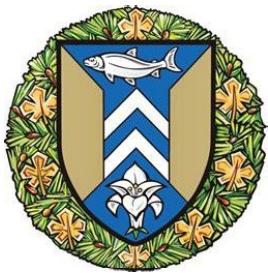
1. The City should select a Contractor to complete the ATS Replacement West End Water Pollution Control Plant and Young Street Pumping Station project;
2. The required by-law should be drafted and passed by Council to facilitate execution of the attached CCDC2 Agreement (Note: the low bidder has been included in the attached agreement at this time); and
3. AECOM should be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

We hope you find this report acceptable, although, please do not hesitate to call should you have any questions regarding the contents of this Tender Report.

Yours very truly,  
**AECOM Canada Ltd.**

Maggie McAuley, P. Eng.  
Project Manager

MM:nm  
Encl.



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

### C O U N C I L   R E P O R T

January 9, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Jeffrey King, Solicitor/Prosecutor

**DEPARTMENT:** Legal Department

**RE:** Humane Society By-law Proposal

---

#### **PURPOSE**

The purpose of this report is to advise Council of the initiative taken by the Humane Society to consolidate and revise the City's animal-related by-laws.

#### **BACKGROUND**

On January 11, 2015, the Corporation of the City of Sault Ste. Marie received a letter from a citizen who was concerned with animal care. Sharing her concern, the City contacted the Sault Ste. Marie Humane Society (Humane Society) to discuss a possible review of its current by-laws.

The City has a number of by-laws which regulate animals and their ownership within the City. These by-laws have been passed over the course of many years and have been subject to numerous amendments, repeals and additions.

Specifically, the City's existing dog and cat by-laws are 18 and 16 years old, respectively. These by-laws are very narrowly focussed on impounding animals at large, imposing licencing fees, and enforcing dangerous dog notices. The narrow scope of these by-laws does not reflect the actual animal issues that are presented to the Humane Society on a daily basis. The current by-laws lack "care provisions", or provisions that regulate what is an acceptable habitat for an animal kept as a pet.

Additionally, the City's dog by-law does not satisfactorily address the exemptions pertaining to the use of service dogs.

#### **ANALYSIS**

The Humane Society is only able to effectively address a small percentage of the calls that they receive on a daily basis. These calls often do not reach the level of severity necessary to initiate action under the *Ontario Society for the Prevention*

Humane Society By-law Proposal

2017 01 09

Page 2.

of *Cruelty to Animals Act*, RSO 1990, c. O. 36 (the “*OSPCA Act*”) or the *Criminal Code*, R.S.C. 1985, c. C-46 (the “*Criminal Code*”).

City staff are looking to provide the Humane Society with the tools required to answer daily calls promptly and effectively. Further, by having the ability to deal with these issues in their early stages, they may be controlled before more serious offences are committed. As a result, it should reduce the probability and incidence of reactionary charges under the *OSPCA Act* or the *Criminal Code*.

The Humane Society has reviewed by-laws from 60 different communities in Ontario. Of those researched, 62% have care provisions, and a majority use one consolidated by-law to address animal issues. After extensive consideration of the complaints and concerns received by the Humane Society, a draft version of a by-law has been composed and submitted to the Legal Department for review. This draft represents a substantial revision of the City’s current policies and should provide the most effective level of enforcement and satisfaction for those with a vested interest in these matters

### **FINANCIAL IMPLICATIONS**

While the implementation of such a by-law may increase the volume of calls received by the Humane Society, they currently receive a significant number of complaints related to animal care without the authority to rectify the situation. By having the power to address these incidents in their early stages, it will avoid the increased costs associated with more serious infractions.

### **STRATEGIC PLAN / POLICY IMPACT**

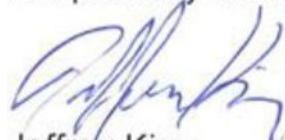
Not applicable.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Instruct the Legal Department to proceed accordingly with the consolidation of these by-laws and return with a draft by-law for Council’s review.

Respectfully submitted,



Jeffrey King  
Solicitor/Prosecutor



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

### C O U N C I L   R E P O R T

January 9, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Jeffrey King, Solicitor/Prosecutor

**DEPARTMENT:** Choose an item.

**RE:** Licence of Occupation for Storage at the Essar Centre with Sault Major Hockey Association

---

#### **PURPOSE**

The purpose of this report is to seek Council's approval for a Licence of Occupation agreement between the City and the Sault Major Hockey Association (the "Association") for the use of storage space at the Essar Centre.

#### **BACKGROUND**

On October 1, 2011 the Association entered into a Licence of Occupation agreement with the City for the use of storage space at the Essar Centre. This agreement expired on December 31, 2016 and the parties wish to renew the agreement for an additional three (3) year term.

#### **ANALYSIS**

Not applicable.

#### **FINANCIAL IMPLICATIONS**

Not applicable.

#### **STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

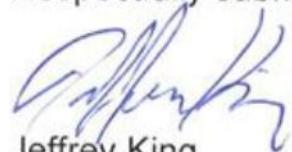
#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2017-3 which authorizes a Licence of Occupation agreement between the City and the Sault Major Hockey Association appears elsewhere on the agenda and is recommended for Council approval.

Licence of Occupation for Storage at the Essar Centre with Sault Major Hockey Association  
2017 01 09  
Page 2.

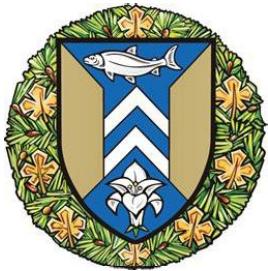
Respectfully submitted,



Jeffrey King  
Solicitor/Prosecutor

JK/mw

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

**C O U N C I L   R E P O R T**

January 9, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Jeffrey King, Solicitor/Prosecutor

**DEPARTMENT:** Legal Department

**RE:** Licence of Occupation for Storage at the Essar Centre with The Sault Figure Skating Club

---

**PURPOSE**

The purpose of this report is to seek Council's approval for a Licence of Occupation agreement between the City and The Sault Figure Skating Club (the "Club") for the use of storage space at the Essar Centre

**BACKGROUND**

On October 1, 2011 the Club entered into a Licence of Occupation agreement with the City for the use of storage space at the Essar Centre. This agreement expired on December 31, 2016 and the parties wish to renew the agreement for an additional three (3) year term.

**ANALYSIS**

Not applicable.

**FINANCIAL IMPLICATIONS**

Not applicable.

**STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2017-4 which authorizes a Licence of Occupation agreement between the City and The Sault Figure Skating Club, appears elsewhere on the agenda and is recommended for Council approval.

Licence of Occupation for Storage at the Essar Centre with The Sault Figure  
Skating Club  
2017 01 09  
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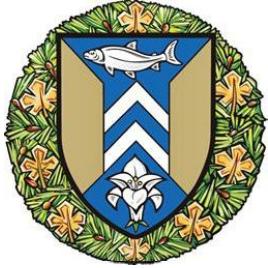
Respectfully submitted,



Jeffrey King  
Solicitor/Prosecutor

JK/mw

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

### C O U N C I L   R E P O R T

January 9, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Jeffrey King, Solicitor/Prosecutor

**DEPARTMENT:** Legal Department

**RE:** Licence of Occupation for Storage at the Essar Centre with Royal Canadian Legion Branch 25

---

#### **PURPOSE**

The purpose of this report is to seek Council's approval for a Licence of Occupation agreement between the City and the Royal Canadian Legion Branch 25 (the "Legion") for the use of storage space at the Essar Centre.

#### **BACKGROUND**

On October 1, 2011 the Legion entered into a Licence of Occupation agreement with the City for the use of storage space at the Essar Centre. This agreement expired on December 31, 2016 and the parties wish to renew the agreement for an additional three (3) year term.

#### **ANALYSIS**

Not applicable.

#### **FINANCIAL IMPLICATIONS**

Not applicable.

#### **STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

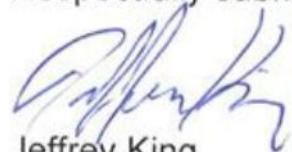
#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2017-2 which authorizes a Licence of Occupation agreement between the City and the Royal Canadian Legion Branch 25, appears elsewhere on the agenda and is recommended for Council approval.

Licence of Occupation for Storage at the Essar Centre with Royal Canadian  
Legion Branch 25  
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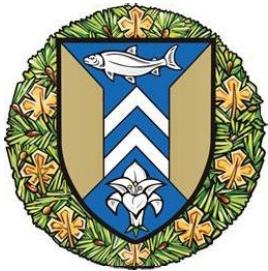
Respectfully submitted,



Jeffrey King  
Solicitor/Prosecutor

JK/mw

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Essar Centre with Royal Canadian Legion Branch 25.docx



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

### C O U N C I L   R E P O R T

January 9, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Susan Hamilton Beach, P. Eng. Director of Public Works

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Pointe Des Chenes – Water Issue

---

#### **PURPOSE**

The purpose of this report is to address a Council resolution dated December 12, 2016 which read:

"Whereas recent media reports have advised the public that there were concerns over the presence of potentially harmful levels of benzene in the drinking water in the areas of Pointe des Chenes and Nokomis Beach; and

Whereas remedial efforts have been undertaken and said recent media reports have indicated that there are presently no safety concerns for residents in the Pointe des Chenes and Nokomis Beach areas with respect to potentially harmful benzene in the drinking water; and

Whereas residents of Pointe des Chenes and Nokomis Beach were not notified by the City of Sault Ste. Marie, Algoma Public Health or any other agency, of:

- the concerns regarding potentially harmful benzene levels in the drinking water;
- the cause or origin of this contaminant;
- the effects of potentially harmful levels of benzene in the drinking water;
- the remedial efforts undertaken;
- any safety precautions or options to avoid the potentially harmful effects if in fact unsafe benzene levels were present in drinking water; or
- the specific results of recent testing of the water including the nature of the testing and the specific results detected; and

Whereas there ought to be an agency accountable to the public to ensure that residents that could be affected by concerns such as those noted above are made known at the first available opportunity to ensure that residents can make informed decisions with respect to matters affecting their safety and wellbeing;

Now Therefore Be It Resolved that staff report to Council:

- as to the obligations of Algoma Public Health, the City of Sault Ste. Marie and any other related agency to provide notice to ensure that the concerns noted above are brought to the attention of potentially concerned parties/residents at the first available opportunity;
- which agency is/are to be held accountable for decisions such as these;

whether or not this matter has been dealt with according to the applicable provincial standards/regulations.”

## **BACKGROUND**

Attached to this Council report is a response from Jonathon Buoma from APH regarding the matter that was presented at the meeting of December 12, 2016. As is stated in Mr. Buoma's response, “APH is responsible for residential water quality. The Airport and Campground are being investigated by the regulatory authority, MOECC and the former owner of the airport, Transport Canada.”

In this case, the City is only an affected property owner in this investigation.

## **ANALYSIS**

Investigation and reporting on the campground site have been completed by Transport Canada and their agents regarding the water quality issue. Short term and long term recommendations are being developed and are being implemented. To staff's knowledge, the City has fully cooperated and complied with all applicable legislation, regulations, standards and agency requests.

## **FINANCIAL IMPLICATIONS**

The topic of this report has no financial implications to the City.

## **STRATEGIC PLAN / POLICY IMPACT**

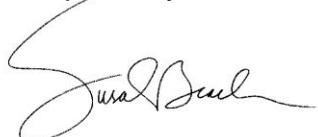
The topic of this report is not articulated in the Corporate Strategic Plan.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

“Resolved that the report of the Director of Public Works be received as information.”

Respectfully submitted,



Susan Hamilton Beach, P. Eng.  
Director, Public Works  
705.759-5207  
[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)

## Malcolm White

---

**From:** Jonathon Bouma <JBouma@algomapublichealth.com>  
**Sent:** Monday, December 12, 2016 2:31 PM  
**To:** Malcolm White  
**Cc:** Jonathon Bouma  
**Subject:** Pointe des Chenes and Benzene to be discussed at Council

Hi Malcolm, I was informed that the Point de Chenes project we are working on is going to council. I have included some comments below to answer some obvious questions that are clearly outstanding. Media does not know the correct process of events so I hope to inform the process! My comments are under each point.

Thanks

Jon

Jonathon Bouma MSc.; CPHI(C)  
Manager, Environmental Health and Communicable Disease Control  
Algoma Public Health  
294 Willow Ave.  
Sault Ste. Marie, ON  
P6B 0A9

Please visit our website at [www.algomapublichealth.com](http://www.algomapublichealth.com)

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### 8.5 Pointe des Chenes / Nokomis Beach Water Concerns

Mover Councillor R. Romano

Seconder Councillor J. Krmpotich

Whereas recent media reports have advised the public that there were concerns over the presence of potentially harmful levels of benzene in the drinking water in the areas of Pointe des Chenes and Nokomis Beach; and  
Whereas remedial efforts have been undertaken and said recent media reports have indicated that there are presently no safety concerns for residents in the Pointe des Chenes and Nokomis Beach areas with respect to potentially harmful benzene in the drinking water; and

Whereas residents of Pointe des Chenes and Nokomis Beach were not notified by the City of Sault Ste Marie, Algoma Public Health or any other agency, of:

- the concerns regarding potentially harmful benzene levels in the drinking water;

-Residents in the area (postal code) were notified by mail in 2008 of the nature of the contaminants concern at the Campground and Airport. There was a private residential survey done by APH of every other household upon which results were then hand-delivered to the household in question. No benzene was found.

In 2016, MOE, Transport Canada and APH re-sampled the same household in the residential areas (three roads- Nokomis Point de Chenes and Des Chenes Crescent) to ensure nothing has changed in terms of benzene presence. A letter was sent to the households with a factsheet on benzene and description of past efforts and link to 2008 study on APH website.

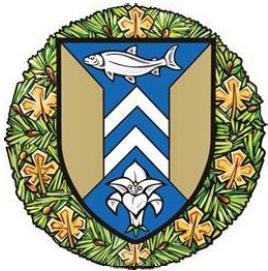
- the cause or origin of this contaminant;
  - the origin is chemicals coming from the airport itself. It has been suggested that the firefighting exercises have contributed to the issue but Transport Canada and MOE (the regulatory authority for the site) are investigating.
- the effects of potentially harmful levels of benzene in the drinking water;
  - Ingestion of the chemical benzene through drinking water is the primary concern. No benzene has been found outside of the Campground or airport.
- the remedial efforts undertaken;
  - The Campground has been under a Drinking water advisory(Do Not Drink) with all taps posted since 2008. The PUC and City of SSM have installed a filtration treatment system which is undergoing its final testing and is anticipated to be up and running in 2017, upon which APH will consider lifting advisory.
- any safety precautions or options to avoid the potentially harmful effects if in fact unsafe benzene levels were present in drinking water; or
  - If benzene were to be found in residential water, a drinking water advisory would be issued. Treatment systems are possible at the household level.
- the specific results of recent testing of the water including the nature of the testing and the specific results detected; and
  - Weekly testing of the Campground is ongoing and has shown the presence of benzene, however the Campground is on a Drinking Water Advisory.

Whereas there ought to be an agency accountable to the public to ensure that residents that could be affected by concerns such as those noted above are made known at the first available opportunity to ensure that residents can make informed decisions with respect to matters affecting their safety and wellbeing;

-APH is responsible for residential water quality. The Airport and Campground are being investigated by the regulatory authority, MOECC and the owner of the airport, Transport Canada.

Now Therefore Be It Resolved that staff report to Council:

- as to the obligations of Algoma Public Health, the City of Sault Ste Marie and any other related agency to provide notice to ensure that the concerns noted above are brought to the attention of potentially concerned parties/residents at the first available opportunity;
- which agency is/are to be held accountable for decisions such as these;
- whether or not this matter has been dealt with according to the applicable provincial standards/regulations.



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

### C O U N C I L   R E P O R T

January 9, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Susan Hamilton Beach, P. Eng.

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Traffic By-law - Annual Review 2016 - Correction

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#### PURPOSE

The purpose of this report is to correct an error in a report presented to Council at the December 12, 2016 meeting regarding an amendment to the Traffic By-law.

#### BACKGROUND

The Traffic Division of Public Works and Engineering Services presented its annual list of amendments to the Traffic By-law with one error noted at the intersection of Church Street and Pim Street. The correct information is presented in the analysis section of this report.

#### ANALYSIS

##### Schedule F Section 21 – Stop Signs and Intersections

REMOVE:		
Intersection	Direction of Traffic	Stop Street
Church Street and Pim Street	Westerly	Church Street

##### Schedule H Section 23 – Yield Signs and Intersections

ADD:		
Intersection	Direction of Traffic	Stop Street
Church Street and Pim Street	Westerly	Church Street

### **FINANCIAL IMPLICATIONS**

The topic of this report results in no financial implications.

### **STRATEGIC PLAN / POLICY IMPACT**

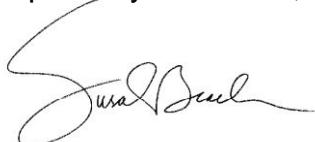
The recommendations of this report are not linked to any activity of the Corporate Strategic Plan.

### **RECOMMENDATION**

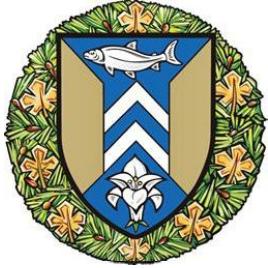
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated 01 09 2017 be accepted and furthermore that Council approve By-law 2017-7 found elsewhere on Council's agenda.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.  
Director, Public Works  
705.759.5207  
[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

January 9, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Susan Hamilton Beach, P. Eng.

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Landfill Service Area

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#### **PURPOSE**

The purpose of this report is to address the following resolution of Council dated December 12, 2016:

“Whereas the Corporation of the City of Sault Ste. Marie does not presently have a different fee structure for use of the City landfill site; and

Whereas it would be appropriate for non-residents of Sault Ste. Marie to pay more than Sault Ste. Marie residents to use the landfill site, especially when considering the lifespan of the current landfill site and costs of upgrades in the future;

Now Therefore Be It Resolved that staff report to Council by 2017 02 01 with respect to potential additional costs of dumping at the landfill by non-residents of Sault Ste. Marie; and

Further that staff report to Council on a mechanism to ensure that only non-residents of Sault Ste. Marie are required to pay a greater fee for use of the City landfill site.”

#### **BACKGROUND**

The City of Sault Ste. Marie municipal landfill site has an Environmental Compliance Approval (No. A560102) and this document, which governs City operation, specifies that the service area for the site is limited to the City of Sault Ste. Marie, Township of Prince and Rankin First Nation. Historically, the City has not had a separate fee structure for the other two (2) jurisdictions. Currently, only the Township of Prince is actively disposing of waste at the City landfill.

## **ANALYSIS**

The City of Sault Ste. Marie has a determined service area established through provincial regulatory Environmental Compliance Approval. The Waste Management Environmental Assessment ('EA') has maintained the same service area. If this area were to be expanded the study would need to be revisited and the additional waste volume from the expanded area included in the study. This would then reduce the remaining life of the landfill and the service years available in the new design. This is a major factor in this project (ie. The first step in the EA) and would have huge implications to the process.

Also, it is staff's opinion that if an additional fee is charged to the Township of Prince, the area may seek another alternative for its waste disposal. The City is similarly experienced a significant decline in its commercial waste volumes based on current prices. The volume of waste that Prince Township takes to the City landfill is minimal and would make an insignificant impact to the cost of operating the site.

The dilemma of offsetting the costs of the landfill for the municipality should be outlined in the Business and Implementation Plan which is being updated for Council approval in 2017.

## **FINANCIAL IMPLICATIONS**

The Business and Implementation Plan will determine the best tipping fee structure for all aspects of the landfill and will be brought to Council for their approval in 2017. At present, staff do not recommend any additional charge to the Township of Prince or Rankin First Nation.

## **STRATEGIC PLAN / POLICY IMPACT**

The recommendation of this report has no financial implication.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

"Resolved that the report of the Director of Public Works be received as information."

Respectfully submitted,

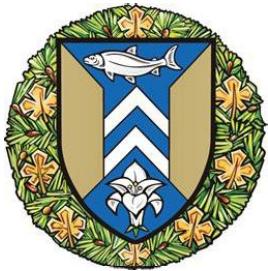


Susan Hamilton Beach

Director

705.759-5207

[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

January 9, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Peter Tonazzo, RPP, Senior Planner

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** A-1-17-Z – 25 Findlay Drive

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#### PURPOSE

The applicant is seeking Council's approval to permit the addition of a basement dwelling unit within the existing home. Although the existing dwelling and garage will not be expanded, a number of setback reductions are also requested to legalize the existing building footprints and parking on the property.

#### PROPOSED CHANGE

The applicant, 1890692 Ontario Ltd. (Paul Jobst) is seeking Council's approval to rezone the subject property from "R2" (Single Detached Residential Zone) to "R2.S" (Single Detached Residential Zone with a Special Exception) to:

1. Permit a duplex dwelling within the existing building;
2. Permit two (2) existing parking spaces (along Findlay Drive frontage) to be located in a required front yard, and to permit one (1) existing parking space (within detached garage) to locate partially within a required exterior side yard;
3. Reduce the required exterior side yard of the existing home and garage, from 4.5m to 2m; and
4. Reduce the rear yard setback of the existing garage from 0.6m to 0.1m.

#### Subject Property:

- Location – The subject property is located upon the southwest corner of Findlay Drive and The Drive.
- Size – 17.3m (56.7') frontage along Findlay Drive by 36m (118') depth totalling 633m<sup>2</sup> (6813sq.ft.)
- Present Use – Single Detached Home
- Owner – 1890692 Ontario Ltd. (Paul Jobst)

#### BACKGROUND

There have been no previous applications upon the subject property.

## **ANALYSIS**

### **Conformity with the Official Plan (OP)**

The subject property is designated ‘Residential’ on Land Use Schedule ‘C’ of the Official Plan.

The following Residential Policies within the OP support this application:

R.3 Medium density residential dwellings may be integrated into low density areas subject to a rezoning.

R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

R.5 Small scale intensification may include, but not be limited to rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

The overall intent of the aforementioned policies is to encourage a mixture of housing types throughout the community. Historically, differing housing types were segregated. The result was blocks of semi's or townhouses with a much higher potential to become marginalized from surrounding areas. Mixing a variety of housing types throughout the community helps to integrate different people at different stages in their lives together, therefore reducing the potential for a particular area to be marginalized, and facilitating more complete neighbourhoods.

Given the relatively limited investment required, it is also recognized that converted single detached dwellings (basement apartments) often result in the provision of affordable housing units.

The applicant’s request to permit a basement dwelling unit within the existing home represents a small scale, infill, residential intensification project. On a preliminary basis, there appears to be adequate infrastructure (sewer, water, electric) to support the additional dwelling unit. There is also adequate space available upon the subject property to support the required 3 parking spaces.

## **Comments**

The applicant is seeking Council’s approval to permit the addition of a basement dwelling unit within the existing home. Although the exterior of the dwelling will not be expanded, a number of setback reductions are also requested to legalize the existing building footprints and parking on the property. More specifically:

1. To permit 2 existing parking spaces (along Findlay Drive frontage) to be located in a required front yard;
2. To permit 1 existing parking space (within detached garage) to locate partially within a required exterior side yard;
3. To reduce the required exterior side yard of the existing home and garage, from 4.5m to 2m;
4. To reduce the rear yard setback of the existing garage from 0.6m to 0.1m.

The proposed duplex dwelling would continue to function in a manner similar to that of the current single detached dwelling. Two parking spaces will be accommodated upon the existing Findlay Drive access, with 2 more to be located within the existing garage along The Drive.

The requested setback reductions and parking variances are well within the existing character of this traditional residential neighbourhood.

### **Consultation**

The following departments/agencies commented on the application as part of the consultation process:

- See attached letters – Conservation Authority
- No objections/comments – Engineering, Building Division, Public Works, Municipal Heritage Committee, EDC, PUC Services

Correspondence from the Sault Ste. Marie Region Conservation Authority notes the subject property is under the CA's jurisdiction with regards to O.Reg. 176/06. As such, a site plan review by the CA will be required prior to any development or site alteration.

Up to the drafting of this report, there have been no objections raised by neighbours whom were circulated (letters mailed on December 16<sup>th</sup>, 2016) as part of the processing of this application.

### **FINANCIAL IMPLICATIONS**

Municipal finances are not directly impacted by this application.

### **STRATEGIC PLAN / POLICY IMPACT**

This application is not directly linked to any policies contained within the Corporate Strategic Plan.

### **SUMMARY**

Over the past several years Council has heard and approved a number of similar applications to permit basement apartments within single detached residential areas. Provincial and Official Plan land use policies generally promote residential 'growth from within', which is referred to as infill development and

residential intensification. It is also recognized that such residential conversions often result in the creation of reasonably priced, affordable housing.

With regards to this particular application, there exists ample outdoor amenity space and on-site parking to support the proposed duplex dwelling. The requested setback reductions will simply legalize the existing dwelling and garage building footprints and parking layout.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner dated 2017 01 09 concerning rezoning application A-1-17-Z be received and that Council rezone the subject property from Single Detached Residential Zone (R2) to Single Detached Residential Zone (R2.S) with a special exception to permit a duplex dwelling within the existing home, subject to the following conditions:

1. To permit 2 existing required parking spaces (along Findlay Drive frontage) to be located in a required front yard;
2. To permit 1 existing required parking space (within detached garage) to locate partially within a required exterior side yard;
3. To reduce the required exterior side yard of the existing home and garage, from 4.5m to 2m;
4. To reduce the rear yard setback of the existing garage from 0.6m to 0.1m.

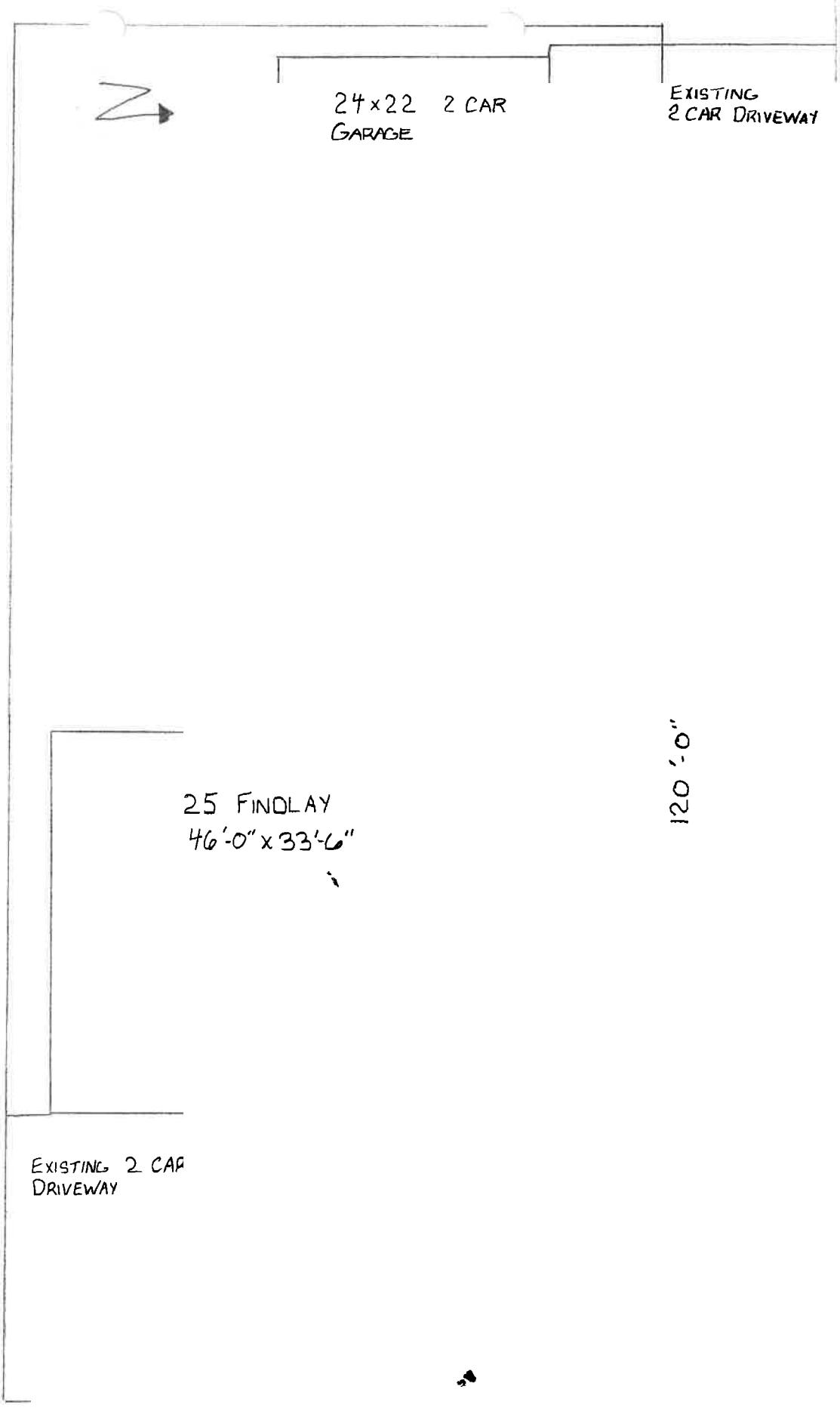
Respectfully submitted,



Peter Tonazzo, RPP  
Senior Planner  
705.759.2780  
[p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)

PT/

Attachment(s)



**Pat Schinners**

**From:** Marlene McKinnon <mmckinnon@ssmrca.ca>  
**Sent:** Thursday, December 08, 2016 10:27 AM  
**To:** Pat Schinners  
**Subject:** SSMRCA Response - A-1-17-Z - 25 Findlay Drive

December 8, 2016

Donald B. McConnell, MCIP, RPP,  
Planning Director  
City of Sault Ste. Marie  
P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

**Application # A-1-17-Z**  
**1890692 Ontario Ltd.**  
**25 Findlay Drive**  
**Sault Ste. Marie**

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Any development on the subject property will require a site plan review and may require a permit by SSMRCA under Ont. Reg. 176/06.

Sincerely,

M. A. McKinnon, CGS  
GIS Specialist  
Sault Ste. Marie Region Conservation Authority  
1100 Fifth Line East  
Sault Ste. Marie ON P6A 6J8

www.ssmrca.ca  
Phone 705-946-8530  
Fax 705-946-8533

Member of Canadian Institute of Geomatics



Ontario Avenue

# 2016 ORTHO PHOTO

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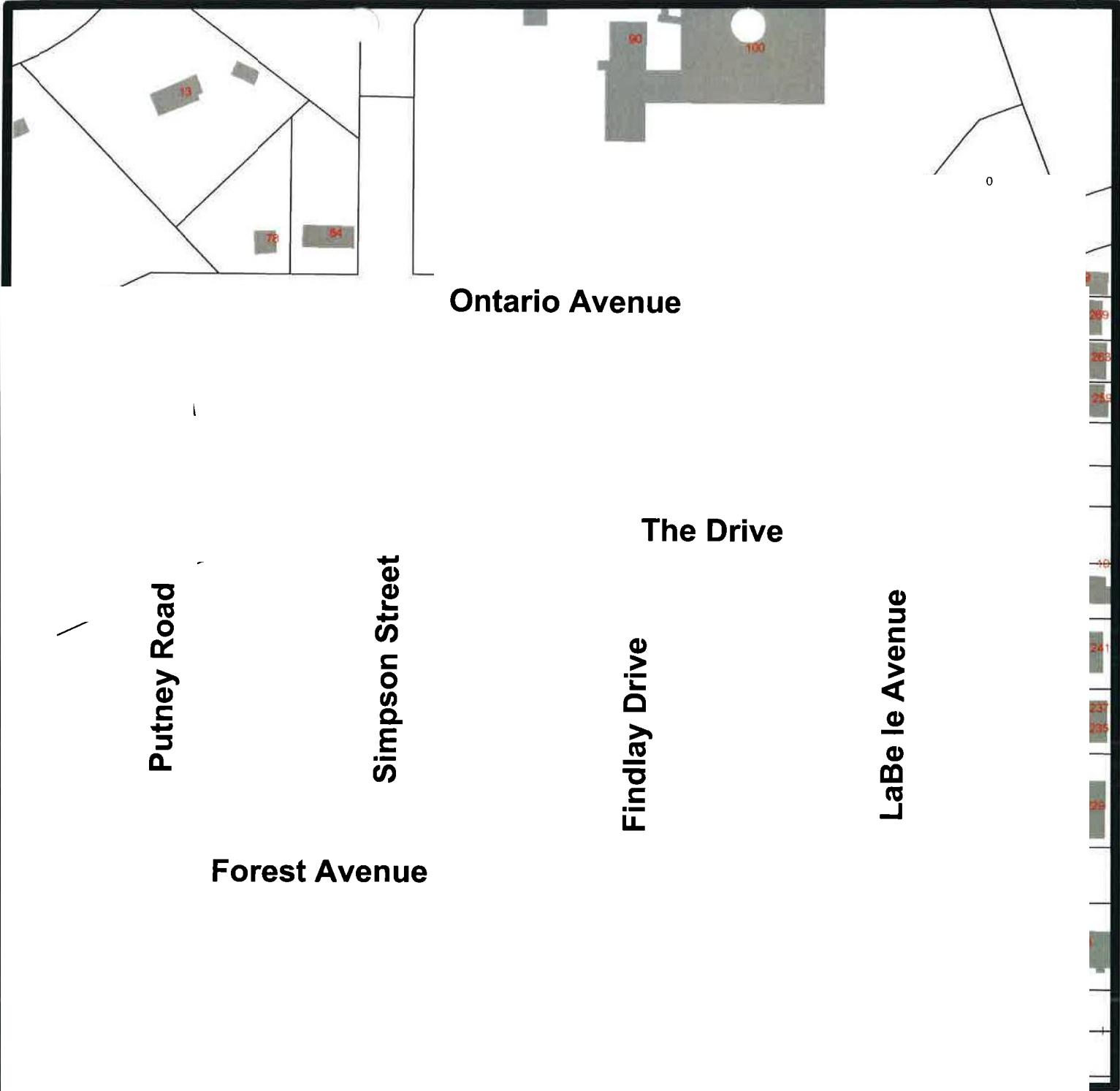


METRIC SCALE  
1 : 2000

ROLL NUMBER  
020-020-023-00

MAP NUMBERS  
19 & 1-17

MAIL LABEL  
A-1-17-Z



**SUBJECT PROPERTY MAP**

N C - 7-Z

N AY

egend

Subject Property = 25 Findlay Drive

Page 82 of 210



METRIC SCALE

1 : 2000

ROLL NUMBER

020-020-023-00

MAP NUMBERS

19 & 1-17

MAIL LABEL  
A-1-17-Z

R2  
Putney Road

Simpson Street

Forest Avenue

Ontario Avenue

The Drive

Finday Drive

LaBelle Avenue

PR  
R2  
PR  
R2  
R4

# EXISTING ZONING MAP

A I IC A 17 Z  
V



MAP NUMBERS  
19 & 1-17

METRIC SCALE  
1 : 2000

MAIL LABEL  
A-1-17-Z

ROLL NUMBER  
020-020-023-00

Subject Property = 25 Finday Drive

R1 - Estate Residential Zone

R2 - Single Detached Residential Zone



R4 - Medium Density Residential Zone

I - Institutional Zone

PR - Parks and Recreation Zone

## Rachel Tyczinski

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**Subject:** Re-Zoning application A-1-17-Z

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**From:** Ken Oliver  
**Sent:** Monday, January 09, 2017 11:55 AM  
**To:** Peter Tonazzo  
**Cc:** Don McConnell  
**Subject:** RE: Re-Zoning application A-1-17-Z

Mr. Tonazza  
The corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie Ontario

Regarding the application for rezoning number A-1-17-Z.  
By 1890692 Ontario Ltd.

Thank you for meeting with me earlier today. Further to my email below, I have received and reviewed a copy of the "additional information" regarding the application.  
I was unaware of the additional policies in the Official Plan, as was included with the additional information.

While we still object to the change in usage of the property, should council approve the application, we would request that the City require the applicant to provide the following:

1. Repair/replace the existing, failing, retaining wall that separates the two properties. The subject property is approximately 18" above my property to the south. The existing timber retaining wall is rotten and is partially falling over.
2. Provide a 6' tall residential style fence (not chain-link) to the property line that separates our two properties. This to provide some privacy between the new multi-family residential and my property.

Thank you for your time and consideration.

As I had a bit of trouble with the email address the first time, can I ask that you confirm receipt of this email.  
Thanks in Advance.

**Kenneth Oliver, A.Sc.T, Technologist OAAAS**

**Principal**



421 Bay St., Suite 507 Sault Ste. Marie | Ontario | Canada | P6A 1X3 | tel 705.949.5291 x14

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**From:** Ken Oliver  
**Sent:** Monday, January 09, 2017 10:15 AM  
**To:** 'p.tonazzo@cityssm.on.ca'  
**Cc:** Don McConnell ([d.mcconnell@cityssm.on.ca](mailto:d.mcconnell@cityssm.on.ca))  
**Subject:** Re-Zoning application A-1-17-Z [Filed 09 Jan 2017 10:14]

Mr. Tonazza

The corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie Ontario

Regarding the application for rezoning number A-1-17-Z.  
By 1890692 Ontario Ltd.

My name is Kenneth Oliver  
I live with my wife Sandra Mackenzie at  
21 Findlay Drive in  
Sault Ste. Marie  
The applicants property is my immediate neighbour to the north

We received this notice for their application for rezoning and were a bit surprised. While the house is currently unoccupied, it was operated as a duplex over this past summer, with a tenant in the upper level and a second, separate tenant in the lower suite, apparently without the proper zoning?

By way of this email we would like to register **our objection** to the application. Below find a list of the reasons for our objection.

1. Increase population density. Findlay Drive already has two multifamily housing units on the street and this application will increase the population density, and traffic on what is a quiet neighbourhood. Findlay drive is an older neighbourhood in the city with relatively small
2. Rezoning will adversely affect the property value of my residence. My wife and I purchased a home in a quiet residential neighbourhood. Since then we have enjoyed our home and have made a number of improvements to the property. When we purchased the property I checked the zoning of the adjacent properties and they were zoned single family residences. Should Council approve the application, having an apartment building as my immediate neighbour will adversely affect my property value.
3. The application is contrary to the requirements of the Zoning bylaw. I believe that the additional setback requirements and parking requirements in the Zoning bylaw for a multi-family residential are provided to produce a buffer between the multi-family residential zone and the single family zone. By allowing the variance from the approved zoning bylaw council would be circumventing these requirements.

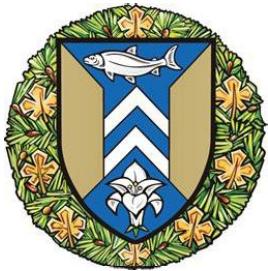
Is a staff report available for this application and can it be circulated for review and consideration. According to the Notice for the application, additional information may be available on Friday Jan 6<sup>th</sup> and the Written submissions must be submitted by Monday January 9<sup>th</sup>. With a full day of meetings on Friday I was unable to obtain a copy of the additional information until Monday as City hall is closed over the weekend. I will attempt to obtain a copy of the additional material on Monday and augment me comments via email.

Should city council elect to approve the application by 1890692 Ontario Ltd., please advise them that I will appeal the decision to the Ontario Municipal Board.

**Kenneth Oliver, A.Sc.T, Technologist OAAAS**  
**Principal**



421 Bay St., Suite 507 Sault Ste. Marie | Ontario | Canada | P6A 1X3 | tel 705.949.5291 x14



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

### C O U N C I L   R E P O R T

January 9, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Peter Tonazzo, RPP, Senior Planner

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** A-2-17-Z – 413, 417 and 421 Old Garden River Road

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#### PURPOSE

The applicant is seeking Council's approval to permit the development of one (1) 4-plex on three vacant properties, resulting in a total of 12 dwelling units. A reduction to the required frontage and interior side yards is also being requested.

#### PROPOSED CHANGE

The applicant, John Notte is requesting Council's approval to rezone the subject properties from "R2" (Single Detached Residential Zone) to "R2.S" (Single Detached Residential Zone with a Special Exception) to permit a single storey 4-plex on each of the three (3) subject properties, with the following setback reductions:

1. To reduce the required frontage from 23m to 20.8m;
2. To reduce the east interior side yards from 7.5m to 4.2m
3. To reduce the west interior side yards from 7.5m to 1.82m.

#### Subject Property:

- Location – The subject properties are located on the south side of Old Garden River Road, approximately 21m (69') east of its intersection with Millcreek Drive.
- Size – Individually, each of the 3 subject properties that make up this application have approximately 20m of frontage by 61m depth (66' x 200'), totalling 1,220m<sup>2</sup> (13,132sq.ft.). Together, the three subject properties have 60m of frontage by 61m depth (198' x 200'), totalling 0.366ha (0.9acres).
- Present Use – Vacant land
- Owners – John Notte, Aldo Notte & Teresa Carmina Notte

#### BACKGROUND

There have been no previous applications upon the subject properties.

## **ANALYSIS**

### **Conformity with the Official Plan (OP)**

The following Residential Policies within the OP apply to this application:

- R.2 Low and high density development should be integrated and compatible in density, height and building setbacks. Generally, high density development shall be restricted to major arterial streets and areas abutting the downtown core.
- R.3 Medium density residential dwellings may be integrated into low density areas subject to a rezoning.
- R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.
- R.5 Small scale intensification may include, but not be limited to rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

The overall intent of the aforementioned policies is to encourage a mixture of housing types throughout the community. Historically, differing housing types were segregated. The result was blocks of semi's or townhouses with a much higher potential to become marginalized from surrounding areas. Mixing a variety of housing types throughout the community helps to integrate different people at different stages in their lives, therefore reducing the potential for a particular area to be marginalized, and facilitating more complete neighbourhoods.

The applicant's proposal would result in an overall net density of approximately 13 dwelling units per acre. Within the local context, this is characterized as medium density development. To put this into perspective, the net density of most local single detached subdivisions (low density) is about 5 units/acre. Townhouse developments (medium density) tend to be about 12 units/acre, and apartment building developments (high density) tend to be greater than 20 units/acre.

Policy R2, speaks to integrating high and low density developments. Although this proposal is characterized as medium density, residential policy R.2 is still an appropriate test. The fourplexes are proposed to be single storey, slab-on-grade. Old Garden River Road is an arterial road which has experienced significant traffic increases over the past 10 years.

Residential Policy R3 permits medium density dwellings to be integrated into low density areas, subject to a rezoning. Policy R4 permits 'small scale intensification' in all residential areas so long as adequate supporting infrastructure exists and there are no significant physical constraints. In this particular case, adequate water and sewer services are available to service the proposed dwellings, and there do not appear to be any significant physical constraints.

Residential Policy R.4 defines 'small scale intensification' as among other things, 'infill development'. Therefore, the applicant's proposal can be classified as 'small scale intensification'.

To conclude, the applicant's proposal to develop 3 fourplexes upon the subject properties adheres to the policies contained within the current Official Plan.

## **Comments**

Referring to the applicant's site, drainage and elevation plans, the major elements of this development proposal are discussed below.

### Site Layout and Building Setbacks

The applicant is proposing to construct 1 fourplex on each subject property. The 'middle' fourplex, at 417 Old Garden River Road is proposed to be constructed first. There is no immediate time table to develop the other fourplexes.

Fourplexes are often referred to as 'double duplexes'. Some jurisdictions actually contain specific setback requirements for this type of dwelling. In fact, former zoning by-law 4500, which was replaced by the current zoning by-law in 2005, contained special setback requirements for 'double duplexes'. The current zoning by-law treats fourplexes as apartment buildings, albeit very small apartment buildings. The applicant is seeking the following setback reductions:

1. To reduce the required frontage from 23m to 20.8m;
2. To reduce the east interior side yards from 7.5m to 4.2m
3. To reduce the west interior side yards from 7.5m to 1.82m.

It is important to note these same setback requirements also apply to a 5-storey apartment building, whereas the fourplexes are much smaller, and in this case, single storey (slab on grade) buildings. Consequently, the proposed setback reductions are appropriate for the single storey buildings proposed.

### Building Design

As with most infill, intensification developments, compatibility with the surrounding area is important. Referring to the elevation sketches attached, the

single storey buildings will be clad with brick veneer along the front, and stucco on the sides. The roof will be a 'cottage style', similar to that of a single or semi-detached home. Overall, the building form will be very similar to a semi-detached dwelling. From height, mass and design standpoints, the proposed development will generally fit into the overall character of the area. The rear yard parking will also add to the overall character of the development.

#### Parking

The required 15 parking spaces (1.25 spaces/dwelling unit) will be provided at the rear of the lot. Given the current parcel configuration, the parking will be of a shared nature. Section 5.3.5 of Zoning By-law 2005-150, permits shared parking arrangements for abutting or contiguous apartment buildings. Having said this, long term easements will be required to ensure the shared parking arrangement is maintained over the long term. The applicant is aware that this will require an application to the Committee of adjustment to create the long term easements, which will then be registered on title.

#### Buffering

Appropriate buffering is also important with developments of this nature. The applicant is proposing a 1.83m (6') fence around the perimeter of the subject properties. In addition, 7.3m (23.9') landscaped areas are proposed along the western and eastern most lot lines, between the rear of the proposed buildings and the rear lot line. Finally, a 2.43m (8') buffer is proposed along the rear lot line, in addition to the aforementioned fence. While these buffers are appropriate, there is additional space to shift the parking further away from the rear lot line (north) an additional 1.83m (6'), thereby providing a 4.27m (14') buffer between the fence and the edge of the parking stalls. It is further recommended that as a condition of site plan approval, the applicant develop a vegetation retention plan, so that mature trees and thick undergrowth can be maintained wherever feasible. The subject properties are well treed, and it is prudent to take advantage of the substantial buffering properties offered by mature vegetation and thick undergrowth. This is especially the case along the rear lot line.

#### Drainage

Generally, the north (front) half of the subject properties slopes north towards the ditch along the south side of Old Garden River Road, while the rear half of the subject properties slopes south towards an existing swale along the rear lot line. The abutting properties to the south are below the current grade of the subject properties. The preliminary drainage plan attached proposes to maintain the current grade upon the front half of the properties. Each property will have a catch basin in the middle of the parking area. The rear paved parking areas will be curbed and graded towards each catch basin. The catch basins will be equipped with a 1200 Gallon storage tank and sump pump, to pump stormwater up to the ditch along Old Garden River Road. Based upon preliminary

calculations, it has been determined that the storage tanks will be large enough to accommodate stormwater during a power outage.

As part of the Site Plan Control application submission, a formal drainage plan will be required, prepared by a qualified professional, to the satisfaction of the City's Municipal Services Engineer. Post development flows cannot exceed pre development flows, up to and including the 100 year storm or the regional storm.

### **Consultation**

The following departments/Agencies commented on the application as part of the consultation process:

- No objections/comments – Municipal Heritage Committee, EDC, Public Works, PUC Services, Engineering, Building Division, Conservation Authority, Fire Services, Accessibility Coordinator, City Solicitor

Up to the drafting of this report no formal objection have been submitted, however Planning staff has had a number of discussions with neighbours who were circulated as part of the processing of this application. Generally, concerns related to:

- The introduction of multi-family residential into a primarily single detached, 'high-end' neighbourhood, and potential precedence this might set.
- Not enough on-site parking.
- Townhouses or semi-detached dwellings might fit into the neighbourhood better.
- Drainage concerns.

### **FINANCIAL IMPLICATIONS**

Approval of this application will not impact municipal finances.

### **STRATEGIC PLAN / POLICY IMPACT**

This development proposal is not directly linked to any policies contained within the Corporate Strategic Plan.

### **SUMMARY**

The proposal to construct 3 fourplexes upon the subject properties represents an appropriate infill development and residential intensification opportunity. Although inside the current Urban Settlement Area boundary, the subject properties are towards the periphery of the serviced (water and sewer) part the community. That being said, this area is undergoing change. The Hospital to the north and high school to the south have resulted in significant increases in traffic volumes along Old Garden River Road. Perhaps unsettling to some long-time

residents, the area in close proximity to the Hospital has also seen increased residential development pressures, including various types of housing, as evidenced in the single detached Windsor Farms Subdivision and mixed (Townhouses, Apartment Buildings) Fox Run Subdivision. The nearest Transit stop is approximately 400m west, at the intersection of Old Garden River Road and Terrance Avenue. Furthermore, nearby Foxborough Trail was designed to accommodate city transit, and it is anticipated that in the future, as Fox Run and Windsor Park Subdivisions continue to develop, bus services will eventually pass by the subject properties enroute to Foxborough Trail and Third Line East.

With regards to this particular application, the proposed development has been designed so that every fourplex can exist on each property, with individual access and services. While parking is proposed to be shared, this is common locally, and can be appropriately handled via a long term easement registered on title, so that future purchasers are legally bound to maintain the shared parking arrangement.

Through site plan control, city staff can ensure that among other things, appropriate buffering and drainage works are installed and maintained, thereby mitigating off-site impacts.

Current Residential Policies contained within the Official Plan aim to create mixed neighbourhoods. For example, those currently living in the Millcreek Subdivision, wishing to downsize, may have an opportunity to do so and stay in the same general area of the community.

For these reasons, it is Planning Staff's opinion that the development proposal is an appropriate infill, residential intensification opportunity.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner dated 2017 01 09 be received and that Council rezone the subject properties from "R2" (Single Detached Residential Zone) to "R2.S" (Single Detached Residential Zone with a Special Exception) to permit a single storey 4-plex on each of the three (3) subject properties, in addition to the uses permitted in an "R2" (Single Detached Residential Zone), subject to the following conditions:

1. That the required frontage be reduced from 23m to 20.8m
2. That on 413 Old Garden River Road:
  - a. The required east interior side yard be reduced from 7.5m to 4.2m
  - b. The west interior side yards be reduced from 7.5m to 1.82m.
3. That on 417 and 421 Old Garden River Road:
  - a. The required east interior side yards be reduced from 7.5m to 1.82m

- b. The west interior side yards be reduced from 7.5m to 4.2m.
- c. The west interior side yards be reduced from 7.5m to 1.82m.
- 4. That the applicant registers on title, long term easement agreements related to the shared parking arrangement.
- 5. That the subject properties be deemed subject to Site Plan Control.
- 6. That the applicant submits a vegetation retention plan as part of the Site Plan Control Application submission, to the satisfaction of the Planning Director.

Respectfully submitted,



Peter Tonazzo, RPP  
Senior Planner  
705.759.2780  
[p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)

PT/ps

Attachment(s)

8' LANDSCAPE

— EXISTING SWALE

— 6' SOLID FENCE —

P/L —

10'-11'

3'

30.0' 20.0'

— 6' SOLID FENCE —



6' 4' X

PLAN OF  
LOT 38 (PART 1, PART 2 PA 3)  
CIVIC No. 413, 417, 421 OLD GARDEN RIVER Ro.  
REGISTRAR'S COMPILED PLAN H-731  
TOWNSHIP OF TARENTORUS

**OLD GARDEN RIVER ROAD**

**SITE PLAN No. 1**

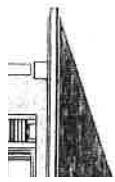
SCALE: 1:30 DATE: 16/04/2016  
REV: 27/11/2016  
DRAWN BY: RALPH MEGAGLIA

SN#2

ASPHALT SHINGLES

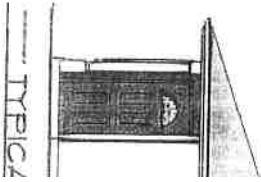


GNS



— TYPICAL

— BRICK VENEER —



E VIEW

DRAWN BY Ralph Headings Dwg  
DATE

1 of

KE, ONTARIO

Page 94 of 210

7

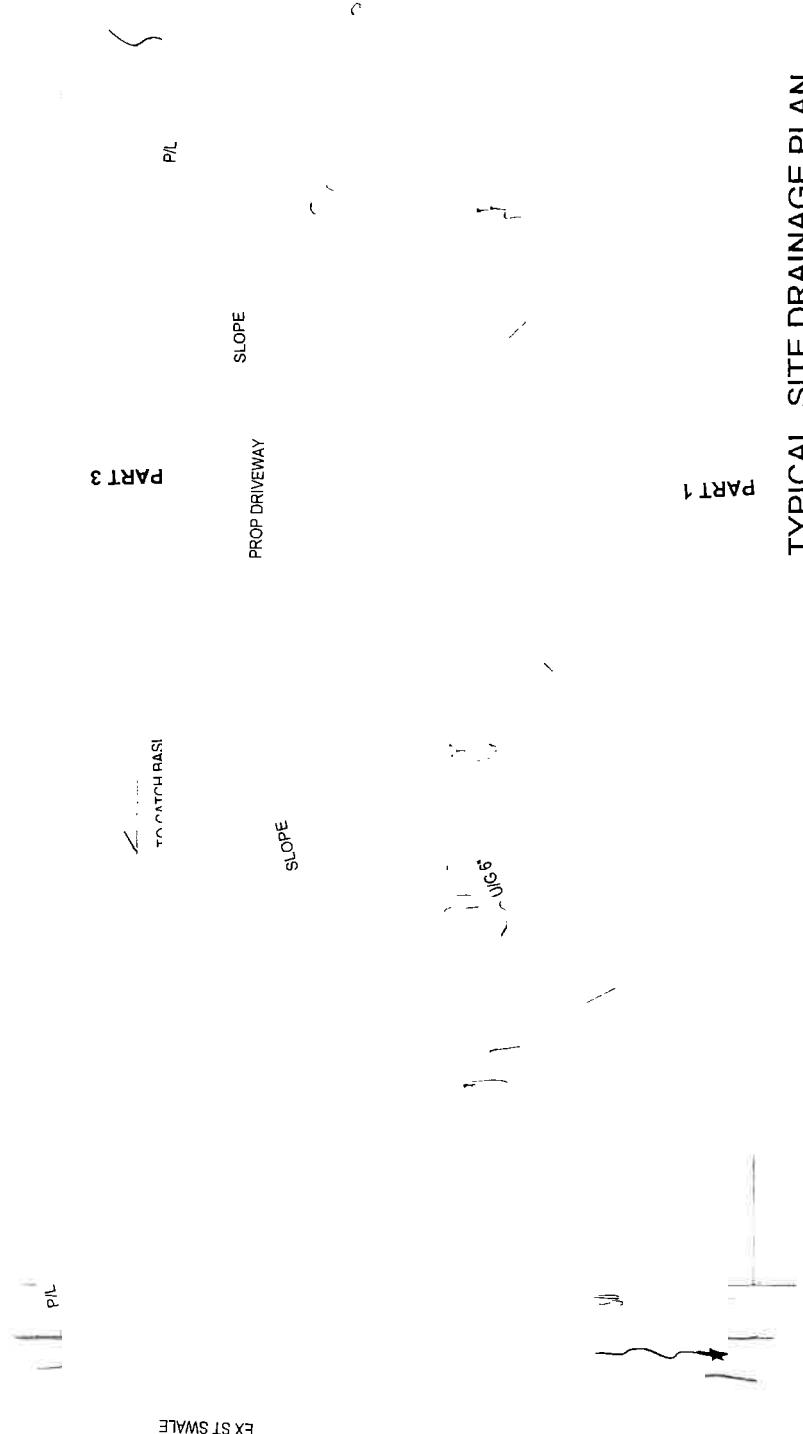
18873

dwymail.com

OLD GARDEN RIVER RD.

TYPICAL SITE DRAINAGE PLAN  
(TYPICAL FOR PART 1, PART 2, PART 3)

SITE PLAN No. 2  
SCALE 1:20, DATE 16/04/2016  
DRAWN BY RALPH MEDAGLIA





## 2016 ORTHO PHOTO

MAIL LABEL  
A-2-17-Z

MAP NUMBERS  
86 & 1-96

ROLL NUMBER  
030-075-020-00  
413 Old Garden Rvr

ROLL NUMBER  
030-075-020-02  
417 Old Garden Rvr

ROLL NUMBER  
030-075-020-03  
421 Old Garden Rvr

### Legend

Subject Property = 413, 417 & 421 Old Garden River Road

Page 96 of 210

METRIC SCALE  
1 : 2000



Foxborough Trail

Windsor Trail

Millstream Drive

# SUBJECT PROPERTY MAP

L I I  
13, 17 & 20

17 Z  
E A

MAIL LABEL  
A-2-17-Z

MAP NUMBERS  
86 & 1-96

ROLL NUMBER  
030-075-020-00  
413 Old Garden Rvr



METRIC SCALE  
1 : 2000

ROLL NUMBER  
030-075-020-02  
417 Old Garden Rvr

ROLL NUMBER  
030-075-020-03  
421 Old Garden Rvr

## Legend

Subject Property - 413, 417 & 421 Old Garden River Road

Page 97 of 210

RA

Foxborough Trail

Windsor Trail

Old

Millstream Drive

# EXISTING ZONING MAP

LAND USE CODE  
413, 417 & 421 Old Garden Rier Road  
AR - Single Detached Residential Zone; R2hp - Institutional Zone  
N - Institutional Zone  
V - Rural Area Zone



METRIC SCALE  
1 : 2000

MAIL LABEL  
A-2-17-Z

MAP NUMBERS  
86 & 1-96

ROLL NUMBER  
030-075-020-00  
413 Old Garden Rvr

ROLL NUMBER  
030-075-020-02  
417 Old Garden Rvr

ROLL NUMBER  
030-075-020-03  
421 Old Garden Rvr

## Legend



Subject Property = 413, 417 & 421 Old Garden Rier Road  
R2 - Single Detached Residential Zone; R2hp - Institutional Zone  
Page 9 of 10 RA - Rural Area Zone

January 6, 2017

Mr. Peter Tonazzo  
99 Foster Drive  
Sault Ste. Marie

Subject: 413, 417, & 421 Old Garden River Road Rezoning Application A-2-17-Z

I am the owner of 431 Old Garden River Road which abuts the east boundary of 421 Old Garden River Road.

I would like to first state that I am not against an intensification of the subject properties. That being said, I disagree with the allowance of developing multiple 4-plexes on the subject properties. Under the current zoning by-law this use would fall under the R-4 zoning designation while the subject is currently zoned R-2. I feel that it would be more suitable for the subject to be developed into an R-3 use such as a duplex dwelling or semi-detached dwelling.

Within the official plan it states that small scale intensification should not be permitted if significant physical restraints exist. In my opinion the site size and shape is a clear physical constraint of the proposed development. The subject sites are not feasible for the proposed development as there are several set-backs including side yards and front yards which need to be drastically altered from the zoning by-law to allow the proposed development. The proposed interior side yard set-back is significantly less than the minimum allowed under the current zoning by-law (proposed: 1.82 m versus zoning by-law requirement: 7.5 m). Even if they were to be classified as double duplexes the required interior side yard setback is still 3m according to the current zoning by-law. In my opinion the lack of set-back for the side yard significantly interferes with neighbours' privacy due to the higher density of the proposed development. If the site is to be intensified, it lends itself better to a semi-detached dwelling or duplex which fall into different set back categories allowing the development to more closely follow the current zoning by-law with regards to setbacks. This would also appease the same concerns about mixed neighbourhoods but in a less disrupting manner.

If the proposed zoning change is accepted by council I have some further concerns on how the development progresses.

- 1) Clear cutting/Forest Retention: Based on my discussions with Mr. Peter Tonazzo it is my understanding that the development will happen gradually with the middle lot

developed first and the other two sites to follow at a later date. I think that it would be in the neighbourhood's best interest to have tree removal only completed as necessary for the specific four-plex which is being completed. This would also provide significantly more privacy for neighbouring properties during the construction process.

- 2) 23.9 foot green space at rear side yards: The site plan for the development shows that the area at the rear of the buildings at both sides of the development are to have green space. I would like to see this area not clear cut within the development of the units and instead left as natural as possible as well as additional trees planted where possible to provide as much separation privacy for the neighbouring properties from the noise and lights of the parking lot at the rear of the development. From a visual standpoint I strongly support the parking area being at the rear of the development as currently proposed.
- 3) Fence around development: The site plan shows a solid 6 foot high fence around the development. My first concern is that the fence be completed in a timely fashion within the development. I would also support an exception to the city-by law and ask council to consider an 8 foot high fence to allow for additional privacy and shielding against the lights of the parking lot.
- 4) Exterior finish of 4-Plex: From the plans provided to me the buildings are to be completed with brick veneer and stucco. I think that the proposed higher end exterior finishes are important to the visual appeal of the development and think that it is important that they be completed in this way and not instead finished in lower end finishes such as vinyl siding.
- 5) Snow removal: From reviewing the site plan I am concerned about snow removal for the development. If the snow is pushed to the exterior boundaries of the development I am fearful that when the snow melts it will cause flooding or at minimum excess water within neighbouring properties including my own.

In conclusion, I oppose the proposed development based on the fit within the neighbourhood and significantly higher density which the lot does not allow based on current zoning by-law set-backs. If council does allow for rezoning and future proposed development I only hope that my additional concerns are considered during future steps of the development.

Sincerely,

Thomas Campana

431 Old Garden River Road



## Rachel Tyczinski

---

**Subject:** FW: Application No.: A-2-17-Z

**Importance:** High

**From:** lori.casola  
**Sent:** January 6, 2017 8:02 AM  
**To:** Laurie Casola; Peter Tonazzo; d.mcconnell  
**Cc:** Matthew Shoemaker; Judy Huppenen  
**Subject:** Application No.: A-2-17-Z

Happy New Year!

Attention: Peter Tonazzo

We are writing this e-mail to voice our concerns of the residential property directly behind our home on 24 Millcreek Drive that Mr. Notte is proposing to have re-zoned to a Single Dwelling home (R2.S) with a Special Exception. We have a number of concerns that we are hoping the City and Planning Division will evaluate before approving proposal and development. We are not opposed to development but have some valid concerns as we are directly behind the property.

When we purchased our property 13 years ago we decided to re-locate to Millcreek because of it being a prestigious single dwelling sub division in Sault Ste. Marie. We have no opposition if Mr. Notte wants to built 3 single homes on the property. That is the most reasonable solution as the street is zoned as single dwelling homes. We understand Mr. Notte is wanting to complete development to improve prosperity in the City, but we feel that him building 3 -4 plexes will decrease the value of our property and subdivision and generate additional concerns for all the home owners in the area of Old Garden River Road and Millcreek.

There are a few major concerns we would like to bring forward;

- a) Major issue - **Parking**. Four plex x 3 will increase additional traffic and can initiate safety issues if residents park on the road. Millcreek subdivision currently only has 1 entrance and is a major concern in the Winter as cars could definitely miss the entrance and hit cars that are parked on the road. This area has no sidewalks or street lights so a definite safety concern for pedestrians. We would like to ensure that all parking spots are contained on the property (preferable in the front of the building) if possible.
- b) **Irrigation/draining** consideration as currently there are concerns in the back of our property and this property tends to be higher which will more moisture around our property and our neighbors. Ensure adequate drainage.
- b) **Refuse removal** - As there has been an increase of bears in the neighborhood over the last years. What we would like to recommend if development goes forward that garbage be contained in a building as opposed to a garbage dumpster left on the property. Being directly behind the property, we would prefer the garbage not be in far back of the property. (closer to behind the 4 plex would be recommended)
- c) **Snow removal**. Recommend snow is removed and not piled up in the back to alleviate water issues in the back of the property that could initiate additional water on our property and neighbors. No snow build up in the

back to damage new fence. Our suggestion to Mr. Notte to remove snow removal weekly in the winter to ensure no additional draining issues.

d) **Recommend a 8 foot fence** (not standard 6) with green space and large trees (ie. Cedars) in back of the 3 properties to buffer noise. A more green property would be recommended. It is understood Mr. Notte will only develop 1-4 plex on the middle property 1st. Our request is to ensure the fence is built to enclose all 3 properties once the 1st building is complete as opposed to waiting until all 3 properties are developed.

c) **Lighting** in the rear property/parking lot - could be an issue for properties directly behind the building. Would like to recommend if consideration be made to have parking in the front of the building if feasible.

We are asking that The City of SSM really analyze and review all options before approving the re-zoning. All Millcreek residents closest to Old Garden River Road are concerned and are hoping the City will really review and look at the pros and cons to this proposal. The subdivision was not given much notice and unfortunately due to the time lines of when the notice was received, the Millcreek did not have enough time to prepare properly for the upcoming Council meeting. We will be attending the meeting on Monday and will make a recommendation to defer the re-zoning to allow the residents to collaborate and address in writing our concerns.

We are all willing to work with Mr. Notte to ensure a positive outcome that will make everyone involved satisfied. We are hoping that Council will grant us an extension and if not will ensure all avenues will be considered before a final decision is granted. I have included both our alderman in this e-mail to prepare them for the upcoming meeting and for their support.

I understand the report of the Planning Committee is not available until today, so some of our concerns may already be addressed or highlighted in the proposal.

Thank you for listening.

Regards,

*Lori and Marty Casola  
24 Millcreek Drive*

## Rachel Tyczinski

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**Subject:** FW: Concerns about proposed 4-plex

**From:** Joseph Douville  
**Sent:** Sunday, January 08, 2017 9:49 PM  
**To:** Peter Tonazzo  
**Cc:** [metzen4@gmail.com](mailto:metzen4@gmail.com)  
**Subject:** Concerns about proposed 4-plex

Mr. Tonazzo,

I live at 406 Old Garden River Road which is located opposite the entrance to Mill creek Drive.

Since the Bianchi Estates was built we have seen close calls at the entrance of Mill Creek Drive a number of times, mostly in the winter months. ie. Cars sliding into the snow bank of Mill creek Drive while trying to make the turn.

Cars coming up to the entrance to Mill Creek Drive must put on their signal light before approaching the intersection if they wish to turn into the new entrance of the proposed 4-plexes posing a great risk of a major accident at the entrance to Mill Creek Drive. Cars coming out of Bianchi Estates stopped at the intersection seeing a oncoming car with its signal light on could think the car is turning onto Mill Creek Drive, could possibly pull out onto Old Garden River Road resulting in a major accident.

Also the likelihood of a higher volume of children requiring bus transportation pick up and drop off on Old Garden River Road in front of proposed 4-plex will be another major safety issue.

I feel these major safety hazards should be addressed.

Thank You

Joseph C. Douville

406 Old Garden River Road

Sault Ste. Marie, ON

P6B 5A8

## Rachel Tyczinski

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**Subject:** FW: Concerns about proposed 4-plex

**From:** Joseph Douville  
**Sent:** Monday, January 09, 2017 8:43 AM  
**To:** Peter Tonazzo; John Metzen  
**Subject:** Concerns about proposed 4-plex

Mr Tonazzo

I object to the building of the proposed 4-plexes at 413, 417 @ 421 Old Garden River Road.

This is my second letter to you regarding the proposed 4-plexs.

Another major concern I have is when the parking lot at the proposed 4-plexs is to be snow plowed the cars on the parking lot will have to be parked on the Old Garden River Road for who knows how long posing a problem for cars going in opposite directions passing each other.  
Where is the removed snow going to be moved to ?

Thank you  
Joseph C. Douville  
406 Old Garden River Road  
Sault Ste Marie, ON  
P6B 5A8

705-759-8819

## Rachel Tyczinski

---

**Subject:** FW: Notte permit

-----Original Message-----

From: Betty g  
Sent: Sunday, January 08, 2017 8:29 PM  
To: Peter Tonazzo  
Subject: Notte permit

Dear Mr. Tonazzo.

I am writing this letter to inform you of my displeasure of the possibility of upcoming apartments on old Garden River Road.

We moved to the Millcreek subdivision for many reasons one which included a safe quiet neighbourhood for our kids. My concerns for this re zoning is safety : the bottom of the hill is dangerous enough and having more vehicles at this busy intersections which is extremely hazardous in the winter will only increase the possibility of accidents. The increase of vehicles will not only be the traffic from these apartment residents, but also from maintenance vehicles I.e snow removal, garage etc..

Secondly safety concern: there are no sidewalks on this busy street. And visitors to the building will need to park on the shoulder, which needless to say is hazardous. Third concern: Tarentourous school has a park like setting and I do not feel safe having my children walk to the school to play outside with apartments near by.

Other concerns is The outside garbage facilities which from an apartment building will be more than just household garbage . we are already have the sightings of bears in our neighbourhood backyards and this will only increase the rodent and bear population.

Another concern is the noise : right now the noise level is very quiet as people just snow blow their own driveways . Having an apartment close by will mean that snow removal will have to be done in the wee hours of the morning which will be too noisy.

Next you have the flooding a few years back on all of Garden River Road . This should be a major concern if you're putting in an apartment complex at the end of this road. Do the homework and look into the vintage pipe systems.

Thank you for taking this into consideration. I hope you keep this a neighbourhood with houses and free from apartments. It just make sense in our neighbourhood.

Thank you Betty and Carlo Germanili 321 Millcreek Sent from my iPad

Hand Delivered  
Jan 9/17  
DRC

MR. PETER TONAZZO  
CIVIC CENTRE  
99 FOSTER DRIVE  
SAULT STE. MARIE, ON  
P6A 5X6  
RE: APPLICATION NO.: A-2-17-Z  
APPLICANT: JOHN NOTTE

I AM WRITING THIS LETTER WITH THE FOLLOWING CONCERNS  
ABOUT THIS APPLICATION:

THE WATER FLOW ON OLD GARDEN RIVER ROAD HAS INCREASED  
IMMENSELY OVER THE YEARS, DUE TO RECENT SUBDIVISION  
CONSTRUCTIONS. MOST WATER COMING DOWN OLD GARDEN RIVER  
ROAD ENTERS THE RAVINE ON MY PROPERTY. THE EROSION IS  
DEVASTATING AND THE CITY HAS AGREED TO LOOK AT IT IN THE  
SPRING.

CONSTRUCTION OF THREE (3) 4-PLEX UNITS ON THE PROPERTIES OF  
413, 417 & 421 OLD GARDEN RIVER ROAD WILL ADD TO THIS  
PROBLEM. THIS ROAD IS ZONED SINGLE FAMILY DWELLING AND  
PUTTING THESE UNITS ON SMALL REGULAR CITY LOTS IS UNFAIR TO  
THE SURROUNDING SINGLE FAMILY OWNERS. HOUSE VALUES WILL  
DROP!

THESE ARE MY TWO CONCERNS, NOT TO MENTION ADDED TRAFFIC  
TO A RESIDENTIAL STREET THAT HAS ALREADY INCREASED SINCE  
ST. MARY'S COLLEGE AND THE SAULT AREA HOSPITAL WERE BUILT.  
PLEASE CONSIDER MY CONCERNS.

SINCERELY,  
BETTY LOU McCHESNEY  
479 OLD GARDEN RIVER ROAD  
SAULT STE. MARIE, ON

## Rachel Tyczinski

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**Subject:** FW: Application No.: A-2-17-Z; 413, 417, 421 Old Garden River Road

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**From:** Kim Metzen

**Sent:** Friday, January 06, 2017 1:30 PM

**To:** Peter Tonazzo; [d.McConnell@city.ssm.on.ca](mailto:d.McConnell@city.ssm.on.ca)

**Cc:** Judy Huppenen; Matthew Shoemaker

**Subject:** Application No.: A-2-17-Z; 413, 417, 421 Old Garden River Road

Peter –

Thank you for meeting with my husband and I on January 3<sup>rd</sup>.

Let me start out by saying that as this is my first time dealing with a rezoning application, I found the process quite confusing. Hopefully I understood where we left our conversation with regards to the actions I needed to take.

We received notice just before Christmas and with staff vacation, public holidays and out of town family commitments, the ability to effectively deal with this in such a short time frame was extremely difficult.

With that being said, I am respectfully requesting that the decision of council be deferred for potentially 1 week so that I can properly ensure our concerns and that of our neighbours we have spoken to are addressed.

As I stated in our face to face meeting, I **am not opposed** to the development. I did understand that when I first purchased the property 22 years ago, development would one day occur behind me. While I did think it would be developed in the manner with which it was originally zoned that being single family residential, I am open to the change providing what I think are reasonable concerns are addressed.

You certainly gave me the impression that you or city staff had not thought about some of the issues we had raised and that they were reasonable.

I would like the following to become part of the site plan control so that both the developer and the home owners understand the agreed upon conditions:

1. Rather than the normal 6' solid fence, **install an 8' sold fence that spans the entire length of the back yards of 24, 28 and 32 Millcreek Drive right from the onset.**
  - I know the developer is only seeking to build the middle unit on 417 OGRR first and want to ensure that not just the fence on that rear section is put up as it will then not serve its intended purpose and will look out of place.
  - We spoke that SSM typically requests a 6' fence but other municipalities have adopted an 8' as the standard. As I spend a great deal of time in my back yard, the potential to add some type of lattice feature at the top may make it more attractive and with the additional height give me the privacy I am requesting.
2. Extend the back buffering as requested by your department and consider an additional 6'. As well, **plant mature trees in the buffer zone along the back of lot 421** as there currently are none. The mature trees that are there will be taken down when the parking lot is developed and will leave no trees backing onto my property.

3. Provide a condition that says **no snow storage be allowed at the rear of the property** along the fence line for 2 reasons:

- The drain in the center of the parking lot as well as the curb along the back will take care of the water that accumulates in that area. My property is lower than the proposed development and snow that is piled in the buffer zone will melt and ultimately drain onto my back yard.
- Snow plowed or piled against the fence will eventually cause it to lean in the direction of my back yard and become unsightly.

4. Provide an **enclosed garage for garbage and recyclables**. I am asking for a garage, not a rented bin or a fenced in area for the following reasons:

- I am required to store my garbage in my garage and would expect the same so that it does fit in with the neighborhood and so that the smell is not an issue.
- There is a bear problem already in the area and proper containment of garbage will at least assist with that situation. All of us either have children or grandchildren playing outside and this is a continual concern.

5. Ensure **all parking including visitor is contained on the property** as overflow parking on OGRR would be extremely close to the entrance of Millcreek Drive. In the winter, due to slippery conditions many cars miss the opening and slide down into that area. Cars parked there would cause an additional hazard.

I do have two possible areas that have not been addressed and I believe deserve consideration:

- Locate the parking at the front of the buildings. This reduces the impact to the three properties directly backing onto the development, addresses concerns that can be anticipated with regards to the difficulty to remove snow and it fits in with the OGRR neighborhood where several properties have large driveways and numerous cars parked in the front.
- While this next question does not impact me directly, I do not understand why there has been no provision for accessible parking. Being an employee of an agency that is continually looking for accessible housing, I know first had the shortage of such living arrangements. If the development is truly intended to appeal to seniors, this should be a must.

I will be in attendance at the council meeting Monday and am prepared to address any questions at that time. If you wish to contact me prior to that or have any questions, I can be reached at h: 253-7954; c: 943-2579.

Please confirm you received this email.

Sincerely,  
Kim Metzen  
32 Millcreek Drive

January 6, 2017

The Corporation of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, Ontario  
P6A 5X6

Delivered by email to: [p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)

Subject: Application No.: A-2-17-Z  
413, 417, and 421 Old Garden River Road

We are writing to provide our constructive input into the proposed application at 413, 417 and 421 Old Garden River Road. We own and live on the property immediately behind 417 Old Garden River Road.

We object to the application in its current format. We would request that the City of Sault Ste. Marie outright reject the proposed re-zoning or at least consider changes that consider our concerns and those of neighbouring residents.

We have had some limited time to review the "Council Report" dated January 9th for this application and would provide these comments:

- 1) Page 2 – Analysis of Policy R2. The report states that Official Plan Policy R.2 is an appropriate test. The planning report states that Old Garden Road is an arterial road.

The Official Plan does state, "Generally, high density development shall be restricted to major arterial streets and areas abutting the downtown core". We would like to point out that the most recent publicly documentation (both zoning maps and City of Sault Ste. Marie Transportation Master Plan) shows that Old Garden River Road is defined as a "Rural Collector" route. We fail to understand why city planning is describing Old Garden River Road as arterial for the sake of this report alone. Old Garden River Road would seem to meet the 'rural collector' definition to most residents in this area. It would also appear to receive the same amount of road maintenance and snowfall removal priority as similar rural collector roads – not arterial roads. We would think that these would be important planning factors when considering multi residential development. Even in light of recent traffic increases, the general use of this road has not changed. There are no new connections to hospitals, schools, and retail/commercial/industrial establishments – only additional R2 residential development.

- 2) Page 3 – Analysis of Policy R4. Policy R4 permits 'small scale intensification' in all residential areas so long as adequate supporting infrastructure exists and there are no significant physical restraints.

The planning report states unarguable factors such as the facts that 1) Water and sewer services are available and, 2) This is considered an infill development.

There are additional points that have been ignored in the planning report that also should require scrutiny when approving this application. These should be categorized as lack of supporting infrastructure or physical restraints of the property/plan.

- a) The site plan contains no facilities for garbage containment. This is a rural area and bears are common. If there are no site provisions or controls for the containment of garbage, there will be an elevated safety risk for all area residents. Other pests (ie. rats, mice, raccoons) might also increase their population in the area.
  - b) Snow removal will be challenging for these sites as there will be no place to plough snow on the properties. The resulting snow removal will create an unbelievable inconvenience to nearby residents with the noise and lights of snow removal equipment. We understand that the city has no control to enforce the timing of snow removal. Ultimately, this could occur when residents are trying to sleep. This is simply an unacceptable consequence of the proposed development.
  - c) There is no sidewalk on Old Garden River Road – we would consider this important for multi-residential tenants. Other similar infill projects in our city have sidewalk access.
  - d) Access to public transit by the residents would definitely be challenging – especially in the winter months. Other similar infill projects in our city have easy transit access.
  - e) There are no streetlights on the side of the road of the proposed development.
  - f) The application site plan has very narrow driveways that are not suitable for two-way traffic. This might not be a concern in many areas unless you consider that an incoming car will be forced to back onto a busy roadway by someone leaving the parking lot.
  - g) The entrance to all of the properties are at the bottom of a hill. This hill is extremely dangerous in the winter in icy conditions. This would increase the risk to all residents walking on Old Garden River Road and traffic – both moving and parked cars.
  - h) It is a real possibility that site parking will be inadequate, especially considering there has to be a dedicated spot for accessible parking permit holders. The resulting impact is that the overflow parking will occur on the shoulder of Old Garden River Road. If cars are regularly parked on Old Garden River Road – the resulting impact will be an elimination of the shoulder for other uses that are important in this area.
    - a. Pedestrian use (walking, jogging, dog-walking) will be made more difficult.
    - b. Biking will be made more difficult.
    - c. Designated snowmobile path on shoulder will be unusable.
    - d. Access by children and parents to nearby Tarentorus Public School will be made more difficult.
    - e. Access by children and parents to the closest community parks will be made more difficult.
- 3) We are pleased that the City's Planning Division has requested a vegetation retention plan as part of the Site Plan Control Application Submission. This development, especially if it is ultimately contained to a single development – will affect our home most directly. The

retention of certain key trees and vegetation will certainly assist in allowing us to continue to enjoy our property.

The above specified arguments are being brought forward as to the reasons as to why this development does not fall within the City's Official Plan. For these reasons, we object the application.

If City Council is compelled to overlook these constraints and still approve this application because there is that strong of a need to provide multi-residential rental developments in our area, we would ask that certain changes to both city regulations and the site plan be adopted. These would include, but not be limited to:

- City to ban of parking on Old Garden River Road from Millcreek Drive to the northeast for an appropriate distance to accommodate safety concerns.
- City to create of winter-maintained sidewalk on Old Garden River Road in front of three properties.
- City to regulate snow removal so that it is restricted to daytime hours to be enforceable by city regulations on these properties.
- City to regulate that snow cannot be moved to the rear of the property.
- City to incorporate garbage control plan into site control plan that will minimize bear/rodent risk. (Note: At minimum this condition can be met by having the applicant provide an architecturally attractive garage or shed for the garbage storage).
- City to provide snow removal schedule during storms similar to other city arterial roads.
- City to increase amount of salt/sand on downhill stretch of Old Garden River Road in proximity of these properties.
- Applicant to increase buffering to rear of property to maximum possible distance – six (6) feet in accordance with planner recommendation.
- Applicant to provide higher fence at back of property (8' proposed).
- Applicant to provide fence for all three (3) properties even if only one property gets developed – for sake of continuity.
- Applicant to maintain all existing trees/vegetation on undeveloped properties in the event only one or two addresses are developed.
- Applicant to provide only one (1) roadway in and out of all three (3) properties in order to reduce snow removal noise.
- Applicant to work with neighbouring residents about details of tree/vegetation retention – this to be done in conjunction with City staff.

Thank you for your time and attention. We truly hope that you will address our concerns.

Sincerely,



Alan Pawelek



Judy Pawelek

Owners/Residents of 28 Millcreek Drive

## Rachel Tyczinski

---

**Subject:** FW: Application #A-2-17-Z

**From:** Steve Pettenuzzo  
**Sent:** Sunday, January 08, 2017 11:03 PM  
**To:** Peter Tonazzo  
**Subject:** Application #A-2-17-Z

Mr. Peter Tonazzo,

Regarding the application and zoning special exception amendment for the proposed four-plexes on each of 413, 417, and 421 Old Garden River Road, which is scheduled to be heard by City Council on Monday, January 9th.

Our concern is regarding the additional traffic that will have to be dealt with at the intersection of Old Garden River Road, and Millcreek Drive. This is a dangerous intersection already, in the winter, due to it being halfway down the hill. Many vehicles are unable to negotiate the right turn, coming down the hill, from Old Garden River Road onto Millcreek, due to slippery conditions on fresh snowfall, before it is dealt with by Board of Works crews, and they slide right through the intersection into the snowbank, or further down the hill.

Because of this, many residents living in Bianchi Estates, when waiting to turn left onto Old Garden River Road, from Millcreek, aware of the possibility of a car sliding into them while waiting for their left turn, are proceeding with their turn before they are sure that the oncoming vehicle coming down the hill, is actually turning onto Millcreek Drive, and not a driveway further down the hill, or is turning right at all, and not just left their turn signal on. I know I find myself doing this all winter long.

Presently there is only one residential driveway on the South side of Old Garden River Road, further down the hill than Millcreek Drive. The addition of this development will add three more, with at least fifteen vehicles residing there. You can be sure that they will be putting their turn indicator on before they get to Millcreek Drive, as it is the safe thing to do coming down the hill, and it is bound to happen that someone turning left from Millcreek onto Old Garden River Road, will anticipate them turning onto Millcreek, and pull out right in front of them.

We do not think that this is the appropriate development for these properties. Plus, with the taxes that us residents in Bianchi Estates pay, do you think that this is what we deserve in our back yards. Would you want this behind your home?

Thank you for your time,

Steven & Jackie Pettenuzzo  
56 Millcreek Drive

## Rachel Tyczinski

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**Subject:** FW: Application A-2-17-Z

-----Original Message-----

From: ken Spahr  
Sent: Monday, January 09, 2017 9:43 AM  
To: Peter Tonazzo  
Cc: Joan Spahr  
Subject: Application A-2-17-Z

Mr. Tonazzo,

Please accept the following as my (our) opposition to the proposed rezoning of the properties located at 413, 417 & 421 Old Garden River Road.

My primary concerns are devaluation of property and public safety (ultimately quality of living).

- Adding multi-family dwellings in my opinion will lower property values, this will also set precedent for future development of this nature in this area. I specifically chose to reside in an area that was zoned for single family dwellings and feel that I paid a price reflective of this when I purchased my residence. What is the point of having zoning if it can just be changed to accommodate a request to "cram" a multi-family dwelling onto a lot intended for a single family dwelling.

- I have definite safety concerns with the increase in traffic in close proximity to the Millcreek Drive entrance, at this location it is very hard for vehicles Northbound on Old Garden River Road to stop and turn into Millcreek Drive during the winter, due to road grade in combination with ice and snow buildup. My son was hit at this intersection by a N/B vehicle and I have had several near misses. I feel the existing problem will be further aggravated by saturating this specific location with 12 families who will be entering and exiting private driveways in close proximity to the only Millcreek entrance/exit. Further given that these lots are too small for the proposed dwellings, there will most certainly not be sufficient parking for visitors attending these dwellings, leading to parking on the shoulder of Old Garden River Road. With no sidewalks and frequent pedestrian traffic on road shoulder this will again put the public at risk. I narrowly escaped being ran over by a vehicle exiting a driveway at this location while walking on Old Garden River Road.

I fully appreciate that the proposed multi-family dwellings would be very desirable and profitable for their owner(s) given their close proximity to the hospital, schools, and the existing desirable single family neighbourhoods. I strongly feel that my neighbourhood value, my public safety, and ultimately my quality of life should not be compromised to provide advantage to another person, especially taking into consideration that this area was not intended for multi-family dwellings.

Respectfully submitted for your consideration.

Ken and Joan Spahr  
53 Millcreek Drive.  
SSMarie Ontario, P6B6H6

Sent from my iPhone

**Rachel Tyczinski**

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**Subject:** FW: Rezoning application-413,417, and 421 Old Garden River Rd.

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**From:** R WHITE

**Sent:** Saturday, January 07, 2017 3:17 PM

**To:** Peter Tonazzo

**Subject:** Rezoning application-413,417, and 421 Old Garden River Rd.

You know there really was not much thought put into this decision about allowing this, something really stinks here, I would have to believe in this case you'd have to know someone in the position at the planning board to make this happen.

Has anyone even come down here to view this property and it's location? I highly doubt it, you'd have to be an idiot to okay this.

It's disastrous at the best of times to try and exit onto OGR rd. from Millcreek corner, traffic is heavy and people seldom drive under 80 klm. and in the winter time you're driving down a hill on Old Garden River Rd. it's very dangerous when slowing down, imagine 12 apartments with an exit at the bottom of the hill, this is crazy.

What about snow removal, the noise of snow removal at night, garbage bins outside, a real bear attractor, the smell and filth all over the roadway

It's bad right now when we get heavy rains, the water piles up on the lawn, we've even gone out and cleared leaves and debris from the curb in the back driveway to stop it from coming in our yard. I can't imagine a huge paved yard sloped down toward us, major water problems guaranteed, how can you possibly stop flooding, drains plug or overflow in the parking lot, nobody is going to clear them, you would have to slope that project down toward Old G.R. rd, we can't afford to take a chance with flooding which will happen, guaranteed .

Removing the trees bordering our lots at the back of the property, and looking at a fence, what are you people thinking, none of you would go for something like that if you were living here, please rethink this over, like I said something fishy going on here.

Another thought, I'll be taking 50% off my tax bill because that's the affect it's going to have on my property.

Dated Jan. 7, 2017

Rodger G. White

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

**BY-LAW 2017-1**

**TRAFFIC:** (P3.3) A by-law to consolidate amendments to Traffic By-law 77-200.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of Section 10 of *The Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

**1. BY-LAW 77-200 SCHEDULES AMENDED**

Schedules A to Z inclusive and Schedule AA to Traffic By-law 77-200 are amended by listing the items alphabetically in each respective schedule.

**2. SCHEDULES**

Schedules A, AA, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z of By-law 77-200 form part of By-law 2017-1 and By-law 77-200.

**3. EFFECTIVE DATE**

This by-law is effective from the date of its final passing.

**PASSED** in open Council this 9<sup>th</sup> day of January, 2017.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-2**

**AGREEMENT:** (AG87) A by-law to authorize a Licence agreement between the City and Royal Canadian Legion Branch 25 for the use of a portion of the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act*, 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 effective January 1, 2016, and made between the City and Royal Canadian Legion Branch 25 for the use of a portion of the building at the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario, 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 9<sup>th</sup> day of January, 2017.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

## L CENCE OF OCCUPAT O

This Agreement made this 15<sup>th</sup> day of November, 2016

B E T W E E N

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
hereinafter called the "City"

– and –

**ROYAL CANADIAN LEGION BRANCH 25**  
hereinafter called the "Licensee"

WHEREAS

- (a) The City is the owner of the lands and premises known as the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario;
- (b) Management and operation of the Essar Centre and related facilities is vested with the City;
- (c) The Licensee has made application to the City for use of equipment storage space within the Essar Centre.

IN CONSIDERATION of the mutual covenants and conditions herein, the parties have agreed as follows:

- 1 For the privilege of using the storage room within the Essar Centre the Licensee shall pay to the City a minimum sum of \$1.00 per year of this lease, such a sum to be payable on or before the first day of January in each year of the term of the lease.
- 2 The Licensee shall have the exclusive use of the areas as shown on Schedule "A" attached and described as:
  - (i) Unnumbered room adjacent to the Vomitory, adjacent to Storage Room 012
- 3 Any and all alterations, additions, renovations or upgrading to the Facilities shall be approved by the City in writing prior to the commencement of such work.
- 4 The cost of any and all such alterations, additions, renovations or upgrading to the Facilities shall be borne in their entirety by the Licensee.
- 5 Any and all such alterations, additions, renovations or upgrading shall become the property of the City.

- 6 The routine cleaning and minor maintenance of the Facilities shall be the sole responsibility of the Licensee. Any and all costs incurred in such cleaning and maintenance shall similarly be borne solely by the Licensee. All other rooms in the Essar Centre which are opened to and used by the public shall be cleaned and maintained by the City.
- 7 The Licensee shall not discriminate under any of the prohibited grounds in the *Ontario Human Rights Code*.
- 8 The Licensee shall provide, at its own expense, any and all such furniture, tools, utensils or appliances as may be required for use in the Facilities, subject to the approval of the City.
- 9 The Licensee shall comply with all requirements of the *Liquor Licence Act, R.S.O. 1990, c.L.19*.
- 10 The safeguarding and security of the Facilities and any furnishings or equipment found therein shall be the sole responsibility of the Licensee.
- 11 The Licensee shall indemnify and keep indemnified and save harmless the City and each of its officers, servants and agents, from and against all actions, suits, claims, executions, and demands, which may be brought or made upon the Licensee, its officers, agents or servants, as a direct or indirect result of the use of the Facilities including the Essar Centre.
- 12 The Licensee shall provide liability and property damage insurance coverage in the minimum amount of \$2 million. The City shall be named as an additional insured on the insurance policy. The Licensee shall provide a copy of the current certificates of insurance to the City.
- 13 The City, its agents, servants or employees may enter at any time the Facilities being used by the Licensee under this agreement.
- 14 The Licensee shall not assign this agreement without the consent, in writing, of the City.
- 15 The City has the right to terminate this agreement upon sixty (60) days written notice by prepaid registered mail to the Licensee at the office of the Licensee located at the Essar Centre if, for any reason, the Licensee fails to comply with the terms of this agreement.
- 16 This agreement shall be in force from January 1, 2017 to December 31, 2019 unless terminated prior thereto by the City in accordance with clause 15 of this agreement. Upon the expiry of this agreement on December 31, 2019, the Licensee shall have the right of first refusal to renew and renegotiate a new agreement on terms agreeable to the parties at that time.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

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

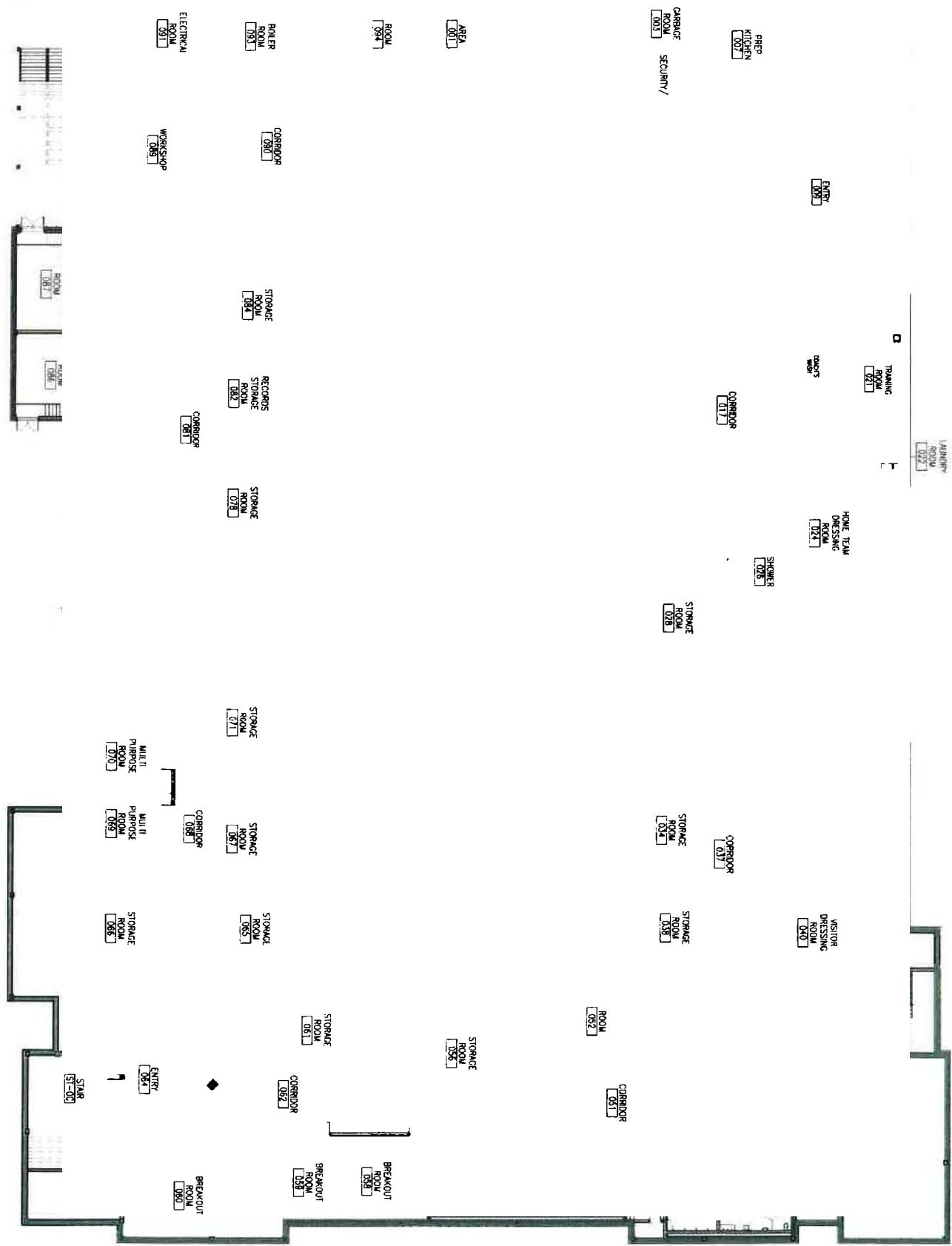
CHRISTIAN PROVENZANO, MAYOR

MALCOLM WHITE, CITY CLERK

**THE ROYAL CANADIAN LEGION BRANCH 25**  
Per

md\\citydata\\legal\\Staff\\AGREEMENTS\\Royal Canadian Legion Branch 25 (LE-87) (AG87)\\2016 Expiration and  
Renewal\\Licence Dec 2016.doc

**SCHEDULE "A"**



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-3**

**AGREEMENT:** (AG63) A by-law to authorize a Licence agreement between the City and the Sault Major Hockey Association for the use of a portion of the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act*, S.O. 2001, C. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement effective January 1, 2016, and made between the City and the Sault Major Hockey Association for the use of a portion of the building at the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario, 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 9<sup>th</sup> day of January, 2017.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

LICENCE OF OCCUPATION

THIS LICENCE made this 15<sup>th</sup> day of November, 2016.

B E T W E E N:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
hereinafter referred to as the "City"

– and –

**SAULT MAJOR HOCKEY ASSOCIATION**  
hereinafter referred to as the "Licensee"

WHEREAS:

- (a) The City is the owner of the lands and premises known as the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario;
- (b) Management and operation of the Essar Centre and related facilities is vested with the City;
- (c) The Licensee has made application to the City for use of office space and equipment storage space within the Essar Centre.

IN CONSIDERATION of the mutual covenants and conditions herein, the parties have agreed as follows:

- 1 For the privilege of using the office space and storage rooms within the Essar Centre the Licensee shall pay to the City a minimum sum of \$1.00 per year of this licence, such a sum to be payable on or before the first day of January in each year of the term of the licence.
- 2 The Licensee shall have the exclusive use of the areas shown on the attached Schedule "A" and described as follows:
  - (i) Number 034 – Equipment Room
  - (ii) Number 038 – Equipment Room
  - (iii) Number 052 – Office
  - (iv) Unnumbered Room between 052 and 056
  - (v) Unnumbered Room adjacent to 034 – Equipment Room
- 3 Any and all alterations, additions, renovations or upgrading to the Facilities shall be approved by the City in writing prior to the commencement of such work.

- 4 The cost of any and all such alterations, additions, renovations or upgrading to the Facilities shall be borne in their entirety by the Licensee.
- 5 Any and all such alterations, additions, renovations or upgrading shall become the property of the City.
- 6 The routine cleaning and minor maintenance of the Facilities shall be the sole responsibility of the Licensee. Any and all costs incurred in such cleaning and maintenance shall similarly be borne solely by the Licensee. All other rooms in the Essar Centre which are opened to and used by the public shall be cleaned and maintained by the City.
- 7 The Licensee shall not discriminate under any of the prohibited grounds in the *Ontario Human Rights Code*.
- 8 The Licensee shall provide, at its own expense, any and all such furniture, tools, utensils or appliances as may be required for use in the Facilities, subject to the approval of the City.
- 9 The Licensee shall comply with all provincial legislation including but not limited to the *Liquor Licence Act, R.S.O. 1990, c.L.19*.
- 10 The safeguarding and security of the Facilities and any furnishings or equipment found therein shall be the sole responsibility of the Licensee.
- 11 The Licensee shall indemnify and keep indemnified and save harmless the City and each of its officers, servants and agents, from and against all actions, suits, claims, executions, and demands, which may be brought or made upon the Licensee, its officers, agents or servants, as a direct or indirect result of the use of the Facilities including the Essar Centre.
- 12 The Licensee shall provide liability and property damage insurance coverage in the minimum amount of \$2 million. The City shall be named as an additional insured on the insurance policy. The Licensee shall provide a copy of current certificates of insurance to the City.
- 13 The City, its agents, servants or employees may enter at any time the Facilities being used by the Licensee under this agreement.
- 14 The Licensee shall not assign this agreement without the consent, in writing, of the City.
- 15 The City has the right to terminate this agreement upon sixty (60) days written notice by prepaid registered mail to the Licensee at the office of the Licensee located at the Essar Centre if, for any reason, the Licensee fails to comply with the terms of this agreement.

- 16 This agreement shall be in force from January 1, 2017 to December 31, 2019, unless terminated prior thereto by the City in accordance with clause 15 of this agreement. Upon the expiry of this agreement on December 31, 2019, the Licensee shall have the right of first refusal to renew and renegotiate a new agreement on terms agreeable to the parties at that time.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

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

MAYOR – CHRISTIAN PROVENZANO

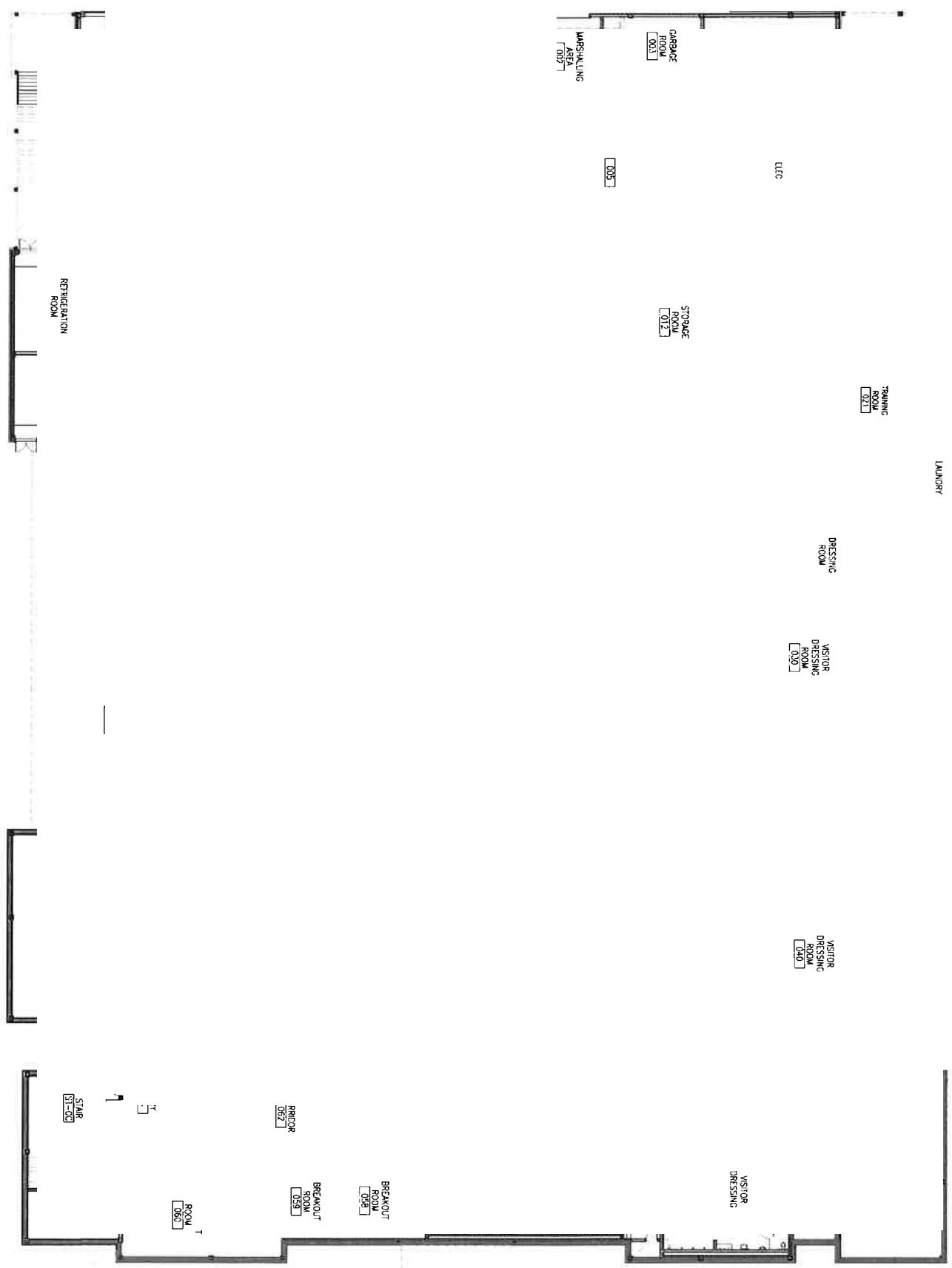
CITY CLERK – MALCOLM WHITE

**SAULT MAJOR HOCKEY ASSOCIATION**  
Per

RICHARD BARSANTI, PRESIDENT

\citydata\legal\Staff\AGREEMENTS\Sault Major Hockey Association (L-315) (LE-63)\2016 Expiration and Renewal\Licence December 2016.doc

**SCHEDULE "A"**



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-4**

**AGREEMENT:** (AG4) A by-law to authorize a Licence agreement between the City and The Sault Figure Skating Club for the use of a portion of the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act*, 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 effective January 1, 2016 between the City and The Sault Figure Skating Club for the use of a portion of the building at the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario, 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 9<sup>th</sup> day of January, 2017.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

**AG4**

## **LICENCE OF OCCUPATION**

This Agreement made the 15<sup>th</sup> day of November, 2016.

B E T W E E N:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
hereinafter called the "City"

– and –

**THE SAULT FIGURE SKATING CLUB**  
hereinafter called "Licensee"

WHEREAS

- (a) The City is the owner of the lands and premises known as the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario;
- (b) Management and operation of the Essar Centre and related facilities is vested with the City;
- (c) The Licensee has made application to the City for use of equipment storage space within the Essar Centre.

IN CONSIDERATION of the mutual covenants and conditions herein, the parties have agreed as follows:

- 1 For the privilege of using the storage rooms within the Essar Centre the Licensee shall pay to the City a minimum sum of \$1.00 per year of this lease, such a sum to be payable on or before the first day of January in each year of the term of the lease.
- 2 The Licensee shall have the exclusive use of the areas shown on Schedule "A" attached and described as follows:
  - (i) Unnumbered Room adjacent to numbered Room 28
- 3 Any and all alterations, additions, renovations or upgrading to the Facilities shall be approved by the City in writing prior to the commencement of such work.
- 4 The cost of any and all such alterations, additions, renovations or upgrading to the Facilities shall be borne in their entirety by the Licensee.
- 5 Any and all such alterations, additions, renovations or upgrading shall become the property of the City.

- 6 The routine cleaning and minor maintenance of the Facilities shall be the sole responsibility of the Licensee. Any and all costs incurred in such cleaning and maintenance shall similarly be borne solely by the Licensee. All other rooms in the Essar Centre which are opened to and used by the public shall be cleaned and maintained by the City.
- 7 The Licensee shall not discriminate under any of the prohibited grounds in the Ontario Human Rights Code.
- 8 The Licensee shall provide, at its own expense, any and all such furniture, tools, utensils or appliances as may be required for use in the Facilities, subject to the approval of the City.
- 9 The Licensee shall comply with all requirements of the Liquor Licence Act, R.S.O. 1990, c.L.19.
- 10 The safeguarding and security of the Facilities and any furnishings or equipment found therein shall be the sole responsibility of the Licensee.
- 11 The Licensee shall indemnify and keep indemnified and save harmless the City and each of its officers, servants and agents, from and against all actions, suits, claims, executions, and demands, which may be brought or made upon the Licensee, its officers, agents or servants, as a direct or indirect result of the use of the Facilities including the Essar Centre.
- 12 The Licensee shall provide liability and property damage insurance coverage in the minimum amount of \$2 million. The City shall be named as an additional insured on the insurance policy. The Licensee shall provide a copy of current certificates of insurance to the City.
- 13 The City, its agents, servants or employees may enter at any time the Facilities being used by the Licensee under this agreement.
- 14 The Licensee shall not assign this agreement without the consent, in writing, of the City.
- 15 The City has the right to terminate this agreement upon sixty (60) days written notice by prepaid registered mail to the Licensee at the office of the Licensee located at the Essar Centre if, for any reason, the Licensee fails to comply with the terms of this agreement.
- 16 This agreement shall be in force from January 1, 2017 to December 31, 2019 unless terminated prior thereto by the City in accordance with clause 15 of this agreement. Upon the expiry of this agreement on December 31, 2019, the Licensee shall have the right of first refusal to renew and renegotiate a new agreement on terms agreeable to the parties at that time.

**IN WITNESS WHEREOF** the parties hereto signed this Agreement as of the day and year first above written.

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

Per

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

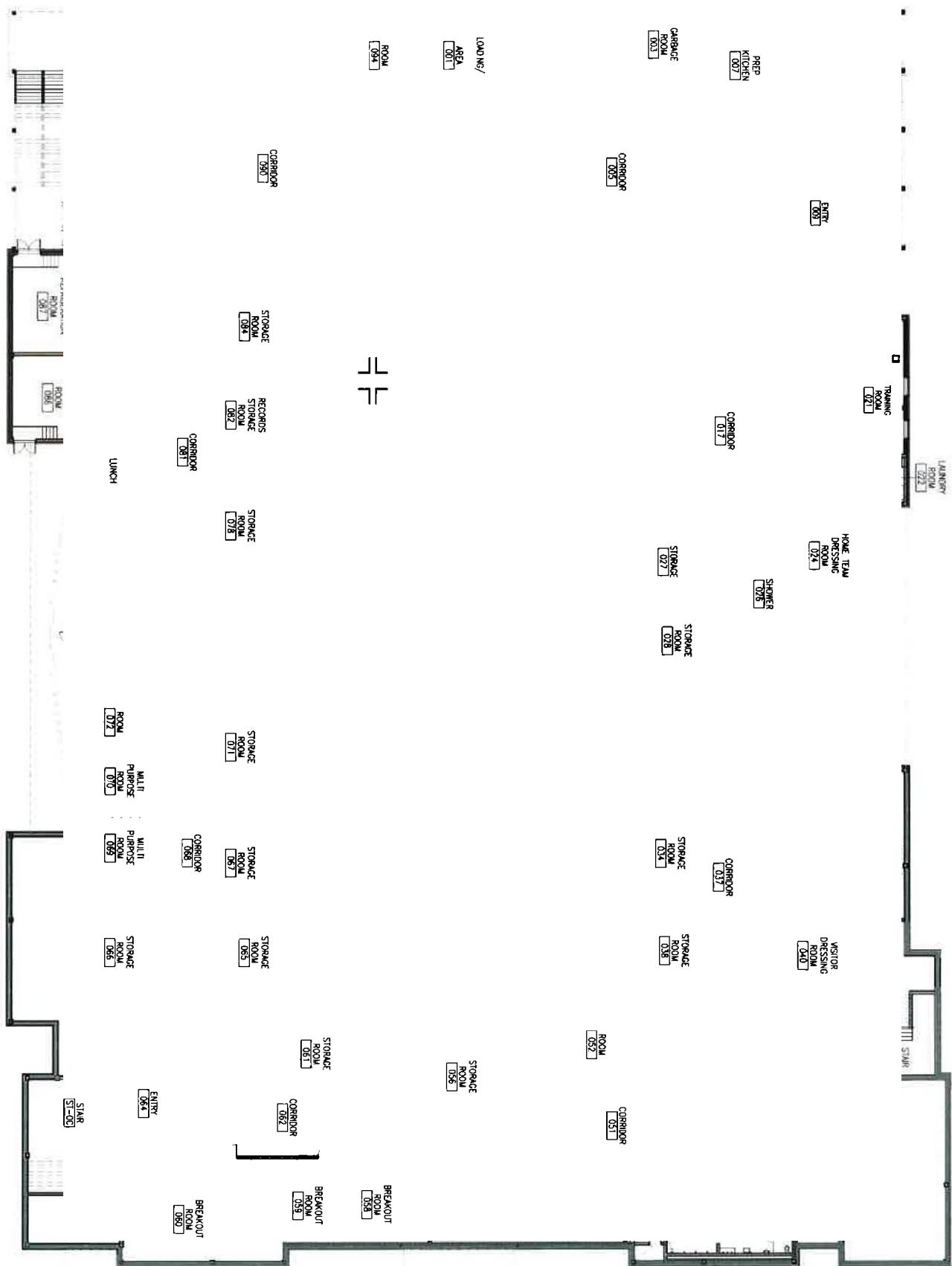
**SAULT FIGURE SKATING CLUB**

Per

~  
COUTU, PRESIDENT

\citydata\legal\Staff\AGREEMENTS\Sault Figure Skating Club (AG4)\2016 Expiration and Renewal\Licence  
December 2016.doc

**SCHEDULE "A"**



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-5**

**STREETS:** (S4.2) A by-law to re-adopt Official Street Names List.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 **ENACTS** as follows:

**1. SCHEDULE "A" TO BY-LAW 2017-5**

Schedule "A" to this by-law is the Official List of Street Names for The Corporation of the City of Sault Ste. Marie.

**2. BY-LAW 2015-2 REPEALED**

By-law 2015-2 is hereby repealed.

**3. EFFECTIVE DATE**

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

**PASSED** in open Council this 9<sup>th</sup> day of January, 2017.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

## OFFICIAL SAULT STE. MARIE, ONT. STREET NAMES LIST

SCHEDULE "A" to BY-LAW 2017-5

LAST REVISED: December 1, 2016

DATE PRINTED: December 1, 2016

Official Street Name	Map Location Index
A	
Abbott Street	M7
Adelaide Street	L6
Adeline Avenue	P6
Admiral Drive	J5
Adrian Drive	P7
Airport Road	E7
Alagash Drive	F10
Albert Street East	M7
Albert Street West	L7
Alberta Avenue	M7
Albion Street	N7
Alden Road	J5
Alexandra Street	L7
Alfred Street	K5
Algoma Avenue	M7
Allard Street	N6
Allen Street	L7
Allen's Side Road	I5
Alpine Street	J5
Alworth Place	N7
Amber Street	P7
Amherst Street	J5
Amy Avenue	P6
Anderson Road	I5
Andrew Street	L7
Angelina Avenue	O7
Anich Road	J3
Anita Boulevard	M6
Anna Street	P6
Appaloosa Avenue	I5
Arabian Court	I5
Arbor Drive	J5
Arcade Street	J5
Arden Street	J5
Argyle Road	N8
Arizona Avenue	O7
Aronson Drive	L3
Arthur Street	O8
Ascot Avenue	J5
Ashgrove Avenue	P7
Asquith Street	J6
Assunta Drive	J5
Atlantic Street	M7
Atlas Street	O8
Atwater Street	J5
Aubin Road	I3
Autumn Drive	P7
Avery Road	I4
Avon Avenue	J5
B	
Backcountry Court	N3
Bainbridge Street	L6
Balsam Lane	L4
Barber Boulevard	P8
Barrett Street	L5
Barton Street	G8
Base Line	J6
Base Line A	H7
Bay Road	Q7
Bay Street	M8
Bay Street West	L7
Beatrice Street	M7
Beaumont Avenue	L4
Beech Street	M6
Bell Avenue	M8
Bellevue Avenue	M7
Bennett Boulevard	O8
Beverley Street	L7
Biggins Avenue	M8
Bingham Street	M7
Birch Street	M7
Birchland Court	N7
Birchwood Street	P8
Birkshire Place	N4
Bishop's Court	N8
Bitonti Crescent	L5
Black Road	O7
Blake Avenue	M7
Bloor Street West	L6
Blucher Street	L7
Blue Jay Court	N6
Bluffs Drive East	K3
Bluffs Drive West	K3
Boehmer Boulevard	N6
Bonney Street	K6
Borden Avenue	J6
Borron Avenue	M7
Boston Avenue	N7

B Cont.	
Boundary Road	P7
Bowker Street	P7
Boydell Place	L6
Breton Road	N7
Bridlepath Court	N5
Brien Avenue	N7
Bristol Place	P7
Broad Street	P7
Broadview Drive	J5
Brock Street	M7
Brookfield Avenue	J6
Broos Road	I5
Brown Street	L7
Bruce Street	M7
Brule Road	K3
Brunswick Avenue	K5
Burton Road	O7
Bush Street	L6
Byrne Avenue	L6
C	
Cabot Crescent	M5
Caddy Avenue	O8
Caesar Road	O7
Caledon Street	N6
Cambridge Place	O7
Cameron Avenue	M7
Cameron Lane	M8
Campbell Avenue	N7
Canal Drive	L7
Capp Avenue	O7
Carlbert Street	P8
Carleton Avenue	L6
Carmel Road	O7
Carmen's Way	L6
Carol Court	P7
Carpin Beach Road	G6
Cartier Street	N7
Carufel Avenue	K6
Case Road	P3
Cathcart Street	L7
Cedar Street	M7
Cedarwood Drive	N5
Celene Court	P7
Centennial Avenue	P8
Central Creek Drive	K5
Central Park Avenue	L7
Central Street	K6
Centre Street	P7
Chambers Avenue	P7
Champlain Street	M6
Channelview Lane	E10
Chapple Avenue	N6
Charles Street	L6
Charlotte Drive	N7
Chartwell Drive	P7
Chatfield Drive	L5
Chelten Avenue	K5
Cheshire Road	K5
Chestnut Street South	M7
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**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-6**

**AGREEMENT:** (E2.2) A by-law to authorize the execution of a contract between the City and S&T Electrical Contractors Ltd. for electrical modifications at both the Young Street and Main pump stations (Contract 2016-13E).

**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 a contract between the City and S&T Electrical Contractors Ltd. for electrical modifications at both the Young Street and Main pump stations (Contract 2016-13E), a copy of which is attached as Schedule "A" hereto.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law (attached electronically or may be viewed in the Clerk's Department due to the volume).

**3. EFFECTIVE DATE**

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

**PASSED** in open Council this 9<sup>th</sup> day of January, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

## CCDC 2

stipulated price contract

2 0 0 8

ATS Replacement - West End Water Pollution Control Plant and Young St. Pumping Station  
Contract No. 2016-13E

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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- Canadian Bar Association (Ex-Officio)
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- \* The Canadian Construction Association
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**AGREEMENT BETWEEN OWNER AND CONTRACTOR****For use when a stipulated price is the basis of payment.****This Agreement** made on the 9th day of January in the year 2017 .**by and between the parties**

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"**and**

S. &amp; T. Electrical Contractors 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

ATS Replacement - West End Water Pollution Control Plant and Young Street Pumping Station

*insert above the name of the Work*

located at

55 Allen's Side Road, Sault Ste. Marie, Ontario

*insert above the Place of the Work*

for which the Agreement has been signed by the parties, and for which

AECOM Canada Ltd.

*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 10th day of January in the year 2017 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 4th day of April in the year 2017 .

**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
- \*

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Drawing No. 1003 – Young Street Pumping Station and Main Pumping Station Automatic Transfer Switch I/O Signals

Drawing No. 1004 – Instrumentation Typical Loop Diagram #1

\* *(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:

Two Hundred Eighteen Thousand, One Hundred and Eighty-Four-----00

/100 dollars \$ 218,184.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Twenty-Eight Thousand, Three Hundred and Sixty-Three-----92

/100 dollars \$ 28,363.92

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Two Hundred Forty-Six Thousand, Five Hundred and Forty-Seven -----70

/100 dollars \$ 246,547.92

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, Sault Ste. Marie, Ontario P6A 5N1

*address*

705-541-7165

*facsimile number*

c.taddo@cityssm.on.ca

*email address*

### **Contractor**

S. & T. Electrical Contractors Limited

*name of Contractor\**

158 Sackville Road

*address*

705-942-3043

*facsimile number*

mgirardi@stgroup.ca

*email address*

### **Consultant**

AECOM Canada Ltd.

*name of Consultant\**

523 Wellington Street East, Sault Ste. Marie, Ontario P6A 2M4

*address*

705-942-3642

*facsimile number*

maggie.mcauley@aecom.com

*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**

S. & T. Electrical Contractors Limited

*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; and
- .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.

**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

Association  
of Canadian  
Engineering  
Companies

Canadian  
Construction  
Association

Construction  
Specifications  
Canada

The Royal  
Architectural  
Institute of Canada

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-7**

**TRAFFIC:** (P3.3) A by-law to amend Schedules "A", "F", and "H" of Traffic By-law 77-200.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

**1. SCHEDULE "A" OF BY-LAW 77-200 AMENDED**

Schedule "A" of By-law 77-200 is amended by adding the following:

<b><u>STREET</u></b>	<b><u>SIDE</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>PROHIBITED TIMES OR DAYS</u></b>
"Wilson Street	south & east & west	north limit of Civic 444	south thru full radius of turnaround	any time
East Street	west	Bay Street	31m north of Bay Street	any time
Texas Avenue	west	Bennett Boulevard	52m north of Bennett Boulevard	any time"

Schedule "A" of By-law 77-200 is amended by deleting the following:

<b><u>STREET</u></b>	<b><u>SIDE</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>PROHIBITED TIMES OR DAYS</u></b>
"MacDonald Avenue	north	46m west of Pim St.	15m east of Gladstone Ave.	0600 hrs. to 0900 hrs. 1500 hrs. to 1800 hrs. Saturdays, Sundays and holidays excepted
MacDonald Avenue	south	Pim Street	Gladstone Avenue	April 1 <sup>st</sup> to October 31 <sup>st</sup> 0600 hrs. to 0900 hrs. 1500 hrs. to 1800 hrs."

2. **SCHEDULE “F” OF BY-LAW 77-200 AMENDED**

Schedule “F” of By-law 77-200 is amended by deleting the following:

<b><u>INTERSECTION</u></b>	<b><u>DIRECTION OF TRAFFIC</u></b>	<b><u>STOP STREET</u></b>
“Church Street and Pim Street”	westerly	Church Street”.

3. **SCHEDULE “H” OF BY-LAW 77-200 AMENDED**

Schedule “H” of By-law 77-200 is amended by adding the following:

<b><u>INTERSECTION</u></b>	<b><u>DIRECTION OF TRAFFIC</u></b>	<b><u>STOP STREET</u></b>
“Church Street and Pim Street”	westerly	Church Street”.

4. **EFFECTIVE DATE**

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

**PASSED** in open Council this 9<sup>th</sup> day of June, 2017.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-8**

**LOCAL BOARDS:** (L5.6) A by-law to amend Schedule “A” of By-law 2001-61 being a by-law to continue the Parks and Recreation Advisory Committee.

**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. SCHEDULE “A” OF BY-LAW 2001-61 AMENDED**

Schedule “A” of By-law 2001-61 is amended by deleting:

**COMPOSITION** in Paragraph 1;

And replacing it with:

**COMPOSITION** in Paragraph 1;

“One member of Council

Mayor ex officio

Eight people from the community on a two-year term, or the same term for which Council members are elected.”

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 9<sup>th</sup> day of January, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

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

**BY-LAW 2017-9**

**LOCAL BOARDS:** (L5.7) A by-law to amend By-law 2001-229 being a by-law to re-establish the Sault Ste. Marie Historic Sites Board.

**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. BY-LAW 2001-229 AMENDED**

By-law 2001-229 is amended by deleting:

Paragraph 3 **TERM OF OFFICE**:

And replacing it with:

Paragraph 3 **TERM OF OFFICE**:

“The member who is a member of Council shall be appointed for a two year term. The remaining members shall also be appointed for a two-year term. All members shall hold office until their successors are so appointed.”

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 9<sup>th</sup> day of January, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-10**

**LOCAL BOARDS:** (L5.8) A by-law to amend By-law 2003-117 being a by-law to create the Municipal Heritage Committee (formerly the Local Architectural Conservation Advisory Committee), provided for the appointment of members thereto, establish Terms of Reference and repeal By-law 2002-206.

**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. BY-LAW 2003-117 AMENDED**

By-law 2003-117 is amended by deleting:

**TERM** Paragraph 6;

And replacing it with:

**TERM** Paragraph 6;

“The member(s) of City Council shall be appointed to the Committee for a two-year term. The remaining members shall also be appointed for a two-year term. All members shall hold office until their successors are so appointed.”

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 9<sup>th</sup> day of January, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-11**

**LOCAL BOARDS:** (L5.5) A by-law to repeal By-law 89-323 being a by-law to establish a Planning Advisory Committee and provide for the appointment of Members thereto.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **BY-LAW 89-323 REPEALED**

By-law 89-323 is hereby repealed along with amending By-laws 90-267 and 91-34.

2. **EFFECTIVE DATE**

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

**PASSED** in open Council this 9<sup>th</sup> day of January, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

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**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-12**

**PROPERTY STANDARDS** (B1.10): A by-law to establish a Property Standards Committee pursuant to Section 15.1 of the *Building Code Act*, 1992, S.O. 1992, c. 23.

**WHEREAS** By-law 2012-9 being a Property Standards By-law for the City of Sault Ste. Marie includes procedures relating to the Property Standards Committee;

**THEREFORE** the City Council of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. PROPERTY STANDARDS COMMITTEE CONSTITUTED**

There is hereby established a Property Standards Committee (the “Committee”) to hear appeals to orders made under subsection 15.2(2) of the *Building Code Act*.

**2. COMPOSITION AND TERM**

- (i) The Committee members shall consist of a minimum of three ratepayers.
- (ii) All members of the Committee shall be appointed for a two-year term. All members shall hold office until their successors are so appointed.

**3. EFFECTIVE DATE**

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

**PASSED** in open Council this 9<sup>th</sup> day of January, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – MALCOLM WHITE**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-13**

**AGREEMENT:** (E2.3) A by-law to authorize the execution of a Scope Change to the Consulting Services Agreement dated May 16, 2016.

**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 a Scope Change to the Consulting Services Agreement dated May 16, 2016 between the City and AECOM, a copy of which is attached as Schedule "A" hereto. This Scope Change adds the review of septage unloading options at the West End Water Pollution Control Plant to the preliminary design technical memoranda of the Phase I Upgrades.

**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 9<sup>th</sup> day of January, 2017.

---

**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

AECOM  
523 Wellington Street East                   705 942 2612 tel  
Sault Ste. Marie, ON, Canada P6A 2M4      705 942 3642 fax  
www.aecom.com

## Scope Change

<b>Date:</b>	November 17, 2016	<b>Project:</b>	West End WPCP Phase I Upgrades
<b>Client:</b>	City of Sault Ste. Marie	<b>Project #:</b>	60505229
<b>Address:</b>	99 Foster Drive Sault Ste. Marie, ON P6A 5X6	<b>Contract #:</b>	

**AUTHORIZATION:**

Client requests and authorizes AECOM Canada Ltd. (523 Wellington Street East Sault Ste. Marie, ON, Canada) to perform the work specified in the following change of scope ("Work") in accordance with the terms and conditions of the Consulting Services Agreement ("Agreement") dated May 16, 2016.

**DESCRIPTION OF CHANGE:**

Task	Amount (\$)
To add Technical Memo No. 9 for the review of septage unloading options at the West End Water Pollution Control Plant to the preliminary design technical memoranda of the Phase I Upgrades.	\$13,100
This work will be completed in conjunction with the preliminary design report outlined in the original project schedule.	
<b>Upset Amount (excluding HST)</b>	<b>\$13,100</b>

IN WITNESS WHEREOF the parties have executed this Agreement

**City of Sault Ste. Marie**

**AECOM Canada Ltd.**

*By:*

*Signature of Authorized Representative*

*Signature*

*Representative*

*lS*

*Representative*

*Nov. 17. 2016*

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-14**

**AGREEMENT:** (P3.4) A by-law to authorize the execution of a Letter of Agreement between the City of Sault Ste. Marie and Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario for funding under the Dedicated Gas Tax Funds for Public Transportation Program.

**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 a Letter of Agreement dated December 12, 2016 between the City of Sault Ste. Marie and Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario, a copy of which is attached as Schedule "A" hereto for funding under the Dedicated Gas Tax Funds for Public Transportation Program.

**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 9<sup>th</sup> day of January, 2017.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

## Schedule "A"

Ministry of Transportation	Ministère des Transports
Office of the Minister	Bureau du ministre
Ferguson Block, 3 <sup>rd</sup> Floor 77 Wellesley St. West Toronto, Ontario M7A 1Z8 416-327-9200 <a href="http://www.ontario.ca/transportation">www.ontario.ca/transportation</a>	Édifice Ferguson, 3 <sup>e</sup> étage 77, rue Wellesley ouest Toronto (Ontario) M7A 1Z8 416-327-9200 <a href="http://www.ontario.ca/transportations">www.ontario.ca/transportations</a>

December 12, 2016

His Worship Christian Provenzano  
Mayor  
City of Sault Ste. Marie  
PO Box 580, 99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

Dear Mayor Provenzano:

**RE Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (the "Ministry") and the City of Sault Ste. Marie (the "Municipality") Related to Funding Provided by the Province of Ontario (the "Province") to the Municipality under the Dedicated Gas Tax Funds for Public Transportation Program (this "Letter of Agreement")**

This Letter of Agreement sets out the terms and conditions for the use of dedicated gas tax funds by municipalities for public transportation.

As the Province desires to increase public transportation ridership to support the development of strong communities, the Ministry maintains a Dedicated Gas Tax Funds for Public Transportation Program (the "Program"), under which two cents of the existing provincial gas tax is provided to municipalities for public transportation expenditures.

Following the passage of the *Dedicated Funding for Public Transportation Act, 2013* (the "DFPTA"), a portion of the tax that is paid to Ontario under the *Gasoline Tax Act* in each fiscal year is dedicated to the provision of grants, including those pursuant to the Program, to municipalities for public transportation.

Any funding to the Municipality by the Ministry will be provided in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2016/2017 Guidelines and Requirements (the "guidelines and requirements")

In consideration of the mutual covenant of Agreement and the guidelines and reviewed and understands and are here good and valuable consideration, the re expressly acknowledged, the Ministry a

- 1 To support increased public trans and in recognition of the Municipi sustainable funding to support in of public transportation systems, the Municipality under the Progra **\$1,130,388** in accordance with, a Letter of Agreement and, for gre requirements, with **\$847,791** pay Agreement and related authorizir resolution(s), and any remaining
- 2 Despite Section 1, the Municipali amount payable under this Letter Ministry's sole discretion, to adjus any other adjustments as set out
- 3 If the Municipality receives dedic municipality, and the other munic collecting the dedicated gas tax fi provide, upon request and in com the guidelines and requirements, legal agreement(s) between the M providing for such arrangement to dedicated gas tax funds by the Mi
- 4 The Municipality shall deposit the Agreement in a dedicated gas tax funds and any related interest on requirements.
- 5 The Municipality shall adhere to th set out in the guidelines and requi documents to the Ministry.
- 6 The Municipality understands and this Letter of Agreement represen Province's financial contribution u funds will be provided by either th purposes to the Municipality for th

- 7 The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement upon notice, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the repayment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 7(b); and (ii) subject to section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the maximum funding under this Letter of Agreement exceeding the amount specified under Section 1.
- 8 Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
- 9 This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
- 10 The Municipality agrees that it will not assign any of its rights or obligations under this Letter of Agreement.
- 11 The invalidity or unenforceability of any provision of the Letter of Agreement will not affect the validity or enforceability of any other provision of the Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
- 12 The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
- 13 The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please secure the required signatures for the four enclosed copies of this Letter of Agreement and return two fully signed copies to:

Ministry of Transportation  
Services and Program Management Office  
Suite #2702  
777 Bay Street,  
Toronto, Ontario  
M7A 2J8

Once the Ministry has received the copies of this Letter of Agreement signed by the Municipality and authorizing municipal by-law(s) and, if applicable resolution(s), the Ministry will make arrangements for the payment of the dedicated gas tax funds to the Municipality.

Yours sincerely,

Steven Del Duca  
Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms.

**City of Sault Ste. Marie**

Per: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date *16/2016*  
r/Treasurer

**City Clerk - Malcolm White**

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO. 2017-15

**LOCAL IMPROVEMENTS** (L2): A by-law to establish a Committee of Revision pursuant to O. Reg. 586/06 made under the *Municipal Act*, 2001, S.O. 2001, c. 25.

**WHEREAS** By-law 70-18 being a by-law to establish a Court of Revision pursuant to the *Local Improvement Act* is no longer consistent with current legislation;

**WHEREAS** Section 19 of O. Reg. 586/06 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, provides that the City Council of a Municipality may, by by-law, establish a committee of revision to hold a hearing before a special charge is imposed;

**THEREFORE** the City Council of the Corporation of the City of Sault Ste. Marie ENACTS as follows:

### **1. COMMITTEE OF REVISION CONSTITUTED**

There is hereby established a Committee of Revision to exercise the jurisdiction granted and to perform the duties set forth in O. Reg. 586/06 and amendments thereto.

### **2. COMPOSITION AND REMUNERATION**

The Committee of Revision shall be composed of 3 members as follows:

- 1) Each member shall be a person eligible to be elected a member of Council or shall be a member of Council;
- 2) Any appointment to the Committee of Revision shall be made by the Council by by-law;
- 3) The members of the Committee of Revision shall hold office for two years, or until their successors are appointed;
- 4) Remuneration may be paid to the members of the Committee of Revision in an amount determined by Council;
- 5) At the first meeting of the Committee of Revision in each year and before hearing any matters the Committee shall elect a Chairman and Vice Chairman from among its members;
- 6) The Secretary of the Committee of Revision shall be the City Clerk;
- 7) Two members of the Committee of Revision shall constitute a quorum;

- 8) In the absence of the Chairman, his or her duties shall be performed by the Vice Chairman;
- 9) Documents to be executed by the Committee of Revision are validly executed if signed by the Secretary and the Chairman or, in the Chairman's absence, the Vice Chairman;
- 10) During the month of January in each year the Committee of Revision shall submit to Council in writing the following:
  - a. A report of its activities during the preceding year, with its comments thereon as it deems proper; and
  - b. Its estimates of its financial needs for the then current year.

**3. BY-LAW 70-18 REPEALED**

By-law 70-18 is hereby repealed.

**4. EFFECTIVE DATE**

This by-law comes into force on the day of its final passing.

**PASSED** in open Council this 9<sup>th</sup> day of January, 2017.

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**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – MALCOLM WHITE**

MW \\citydata\\LegalDept\\Legal\\Staff\\BYLAWS\\2017\\2017-15 Committee of Revision.docx

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW NO. 2017-16**

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 65 Simon Avenue (Sault North Holdings).

**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. 65 SIMON AVENUE; LOCATED ON THE NORTH SIDE OF QUEEN ROXIMATELY 220 M EAST Y ROAD**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 13 & 1-12 of Schedule "A" to By-law 2005-150, is changed from C4.S (General Commercial) zone with a "Special Exception" to C4.S (General Commercial) zone with an amended "Special Exception".

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

Section 2 of By-law 2005-151 is amended by adding the following paragraph below the existing Section 2(162):

**"Special Exception 162 (1088) Further Amended – Block A**

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the north side of Queen Street East, approximately 220 metres east of Boundary Road and having civic no. 65 Simon Avenue and outlined and marked "Subject Property" on the map attached as Schedule 162 hereto is changed from C4.S (General Commercial) zone with a "Special Exception" to C4.S (General Commercial) zone with an amended "Special Exception", to permit, in addition to those uses permitted in an C4 zone, personal storage in association with a Motor Vehicles Sales and Parts Dealer, subject to the following:

1. That the provisions of S.162, relating to setbacks, landscaping and coverage be maintained;
2. That outdoor storage shall be 100% visually screened from all streets and residential buildings using a combination of landscaping and building components to visually screen outdoor storage areas;

3. That outdoor storage shall be limited to the storage of automobiles, boats, and recreational vehicles;
4. That no automobiles, boats or recreational vehicles that are wrecked, dismantled or inoperative shall be permitted on site.
5. That the existing tree stand to the west of the proposed building be maintained
6. That the existing tree stand to the east of the proposed building be maintained until such time as a future development occurs
  - a. And that as part of that development, a tree retention and planting plan shall be provided, showing which trees can be preserved and/or planted as part a new development
7. That the applicant agrees to provide a walkway connection within the subject property, connecting the Denwood subdivision to Queen Street East."

**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 9<sup>th</sup> day of January, 2017

**MAYOR – CHRISTIAN PROVENZANO**

**CITY CLERK - MALCOLM WHITE**

SCHEDULE "A" TO BY-LAW 2017-16

34

**SUBJECT PROPERTY MAP**

P A I G A ICAT O -18 16-Z

65 rear Simon Avenue ( Queen St fro tage)

**Legend**

Subject Property\_65 Rear Simon Ave, Queen Street Frontage  
Page 193 of 210

Mother Parcel Land 65 Simon Avenue



METRIC SCALE  
1 : 3500

ROLL NUMBER  
010-037-051-21

MAP NUMBERS  
13 & 1-12

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW NO. 2017-17**

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1044 Great Northern Road (Nello Iannelli).

**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. 1044 GREAT NORTHERN ROAD: LOCATED ON THE EAST SIDE OF  
GREAT NORTHERN ROAD, APPROXIMATELY 570 M NORTH OF ITS  
INTERSECTION WITH THIRD LINE EAST**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 113 & 1-142 of Schedule "A" to By-law 2005-150, is changed from HZ.S (Highway) zone with a "Special Exception" to HZ.S (Highway) zone with an amended "Special Exception".

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

Section 2 of By-law 2005-151 is amended by repealing section 2(336) and adding the following subsection 2(336) and heading as follows:

**"2 (336) 1044 GREAT NORTHERN ROAD**

Despite the provisions of by-law 2005-150, the zone designation on the lands located on the east side of Great Northern Road, approximately 587 metres north of its intersection with Third Line East and having civic no. 1044 Great Northern Road and outlined and marked "Subject Property" on the map attached as Schedule 336 hereto is changed from HZ.S (Highway) zone with a "Special Exception" to HZ.S(Highway) zone with an amended "Special Exception"; to permit, in addition to those uses specifically permitted in an HZ zone, an auto body repair establishment, subject to the following conditions:

That a compound area be provided and maintained with 100% visually solid screening;

That outdoor storage in association with the auto body repair establishment use to prohibited on the subject property, excluding, items which are stored within the 100% visually screened compound area; and

III That a 3.04m buffer be maintained along the rear lot line.

## **Special Exception 336 1044 Great Northern Road Further Amended**

The provisions of By-law 2005-150 are further amended to permit Personal Services as an additional permitted use on the Subject Property."

### **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 9<sup>th</sup> day of January, 2017

**MAYOR – CHRISTIAN PROVENZANO**

**CITY CLERK - MALCOLM WHITE**

\citydata\legal\Staff\LEGAL\ZONING\2017\2017-17 (Z) 1044 Great Northern Road.docx

SCHEDULE "A" TO BY-LAW 2017-17  
AND SCHEDULE 336 TO BY-LAW 2005-151

Great Northern Road

# **SUBJECT PROPERTY MAP**

P A I G A ICAT O A 7-16-Z  
10 G E O OAD



**METRIC SCALE**  
**1 : 3000**

**ROLL NUMBER**  
**030-085-040-10**

**MAP NUMBERS  
113 & 1-142**

## Legend

Page 196 of 210



Subject Property = 1044 Great Northern Road

MAIL LABEL  
A-17-16-Z

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO. 2017-20

**APPOINTMENTS TO LOCAL BOARDS:** (L5.2) A by-law to appoint members to various Local Boards in the City of Sault Ste. Marie.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

### 1. APPOINTMENTS TO THE FENCE VIEWERS COMMITTEE

- (a) The following persons are hereby appointed as fence-viewers for the City of Sault Ste. Marie pursuant to the *Line Fences Act*, R.S.O. 1990, c. L.17 and amendments thereto from January 9, 2017 to December 31, 2018:

Elizabeth Filice  
Roy O'Neill  
Luca Robibaro

- (b) PER DIEM RATE

Each fence-viewer shall be paid the sum of \$50.00 for each day's work done under the *Line Fences Act*.

### 2. APPOINTMENTS TO THE COMMITTEE OF REVISION

The following persons are hereby appointed as members of the Sault Ste. Marie Committee of Revision pursuant to Section 19 of O. Reg 586/06 filed under the *Municipal Act*, 2001, S.O. 2001, c.25 and amendments thereto from January 9, 2017 to December 31, 2018:

Nancy Bailey  
Elizabeth Filice  
Luca Robibaro  
Ghislain LeBel (Alternate)

### 3. APPOINTMENTS TO THE MUNICIPAL HERITAGE COMMITTEE

The following persons are hereby appointed as members of the Local Municipal Heritage Committee pursuant to Section 28 of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18 and amendments thereto and pursuant to the terms of By-law 2003-117 from January 9, 2017 to December 31, 2018:

Matthew Shoemaker  
Lloyd Beilhartz  
Mark Caruso  
James Coyle  
Joanne Dumanski  
Deane Greenwood  
William Tyler Hollingshead  
Sean Meades  
Julia Piskiewicz  
Harvey Robbins  
Chris Tossell  
Jami van Haaften  
F.E. (Ted) Wall

**4. APPOINTMENTS TO PROPERTY STANDARDS COMMITTEE**

The following persons are hereby appointed as members of the Sault Ste. Marie Property Standards Committee pursuant to Section 15.6 of the *Building Code Act, 1992*, S.O. 1992, c. 23 and amendments thereto and pursuant to the terms of By-law 2012-9 from January 9, 2017 to December 31, 2018:

Nancy Bailey  
Cherrie O'Brien  
Luca Robibaro

**5. EFFECTIVE DATE**

This by-law shall be effective from the date of its final passing.

**PASSED** in Open Council this 9<sup>th</sup> day of January, 2017.

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MAYOR – CHRISTIAN PROVENZANO

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CITY CLERK – MALCOLM WHITE

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO. 2016-172

**LOCAL IMPROVEMENT:** (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Franklin Street from Henrietta Avenue to Laura Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

- 1 The Corporation shall construct the work described in Schedule "A" and Schedule "B" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
- 2 The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
- 3 The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
- 4 The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
- 5 The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
- 6 The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
- 7 The special assessments shall be paid in one payment by December 31<sup>st</sup> of the current year or in the alternative by ten equal annual installments.
- 8 The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
- 9 Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10 The said Schedule "A" and Schedule "B" form a part of this by-law.

11 This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open              I this 24<sup>th</sup> day of              , 2016.

— CHRISTIAN PROV NZANO —

— CITY CLERK – MALCOLM WHITE —

mw\\citydata\\LegalDept\\Legal\\Staff\\BYLAWS\\1. 2016\\2016-172 Local Improvement - Franklin St..doc

Read the **THIRD** time and passed in open Council this 9<sup>th</sup> day of January, 2017

**MAYOR – CHRISTIAN PROVENZANO**

**CITY CLERK – MALCOLM WHITE**

Mw \\citydata\LegalDept\Legal\Staff\BYLAWS\1. 2016\2016-172 Local Improvement - Franklin St. Third  
Reading.docx



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

Civic Centre  
99 Foster Drive  
P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2016-172, SECTION 3  
REGULATION 586/06 MUNICIPAL ACT**

**ENGINEER'S REPORT**

2016 10 24

Nature of Work	Construction of	Construction of sanitary sewer, private drain connection and Class "A" pavement
	On:	Franklin Street
	From:	Henrietta Avenue
	To:	Laura Street
Estimated Cost of Work		\$1,440,000.00
Estimated Assessable Abutting Frontage		314.4m (Sanitary Sewer) 314.4m (Class "A" Pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$14,147.85 (Sanitary Sewer) \$24,991.44 (Class "A" Pavement)
Estimated Cost to be Borne by The Corporation		\$1,400,860.71
Special Rate per Metre Frontage		\$30.50 (Sanitary Sewer) \$79.50 (Class "A" Pavement)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate Term		3.2% 10 years
Estimated Annual Rate per Metre Frontage		\$3.61 (Sanitary Sewer) \$9.42 (Class "A" Pavement)
Estimated Annual Rate per Private Drain Connection		\$36.00
Estimated Lifetime of the Work		20 years

Respectfully submitted,

**Carl Rumiell, P. Eng.**  
Design & Construction Engineer

Attachments

**CORPORATION OF THE CITY OF SAULT STE. MARIE  
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3**

**SCHEDULE "A"**

**BY-LAW 2016-172**

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2015-5-09	Franklin Street	Henrietta Avenue	250mm	15	314.4m	\$14,147.85

**CORPORATION OF THE CITY OF SAULT STE. MARIE  
CLASS "A" PAVEMENT - SECTION 3**

**SCHEDULE "B"**

**BY-LAW 2016-172**

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2015-7-08	Franklin Street	Henrietta Avenue	10.0m	n/a	314.4m	\$24,991.44

CR/ai  
2016 10 24

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2016-173

**LOCAL IMPROVEMENT:** (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Grace Street from Bruce Street to Elgin Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows

- 1 The Corporation shall construct the work described in Schedule "A" and Schedule "B" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
- 2 The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
- 3 The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
- 4 The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
- 5 The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
- 6 The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
- 7 The special assessments shall be paid in one payment by December 31<sup>st</sup> of the current year or in the alternative by ten equal annual installments.
- 8 The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
- 9 Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

- 10 The said Schedule "A" and Schedule "B" form a part of this by-law
- 11 This by-law comes into force on the day of its final passing.

I this 24<sup>th</sup> d f 16.

**ROVENZANO**

**W WHITE**

Read the THIRD time and passed in open Council this 9<sup>th</sup> day of January, 2017

**MAYOR – CHRISTIAN PROVENZANO**

**CITY CLERK – MALCOLM WHITE**

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

Civic Centre  
99 Foster Drive  
P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2016-173, SECTION 3  
REGULATION 586/06 MUNICIPAL ACT**

**ENGINEER'S REPORT**

2016 10 24

Nature of Work	Construction of: On: From: To:	Construction of sanitary sewer, private drain connection and Class "A" pavement Grace Street Bruce Street Elgin Street
Estimated Cost of Work		\$915,000.00
Estimated Assessable Abutting Frontage		329.1m (Sanitary Sewer) 352.5m (Class "A" Pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$19,462.75 (Sanitary Sewer) \$22,022.26 (Class "A" Pavement)
Estimated Cost to be Borne by The Corporation		\$873,514.99
Special Rate per Metre Frontage		\$30.50 (Sanitary Sewer) \$79.50 (Class "A" Pavement)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate Term		3.2% 10 years
Estimated Annual Rate per Metre Frontage		\$3.61 (Sanitary Sewer) \$9.42 (Class "A" Pavement)
Estimated Annual Rate per Private Drain Connection		\$36.00
Estimated Lifetime of the Work		20 years
Respectfully submitted,		

Carl Rumiel, P. Eng.  
Design & Construction Engineer

Attachments

**CORPORATION OF THE CITY OF SAULT STE. MARIE  
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3**

**SCHEDULE "A"**

**BY-LAW 2016-173**

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2015-5-10 Grace Street	Bruce Street	Elgin Street	250mm	31	329.1m	\$19,462.75

**CORPORATION OF THE CITY OF SAULT STE. MARIE  
CLASS "A" PAVEMENT - SECTION 3**

**SCHEDULE "B"**

**BY-LAW 2016-173**

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2015-7-07 Grace Street	Bruce Street	Elgin Street	10.0m	n/a	352.5m	\$22,022.26