

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

Monday, February 3, 2020

4:30 pm

Council Chambers

Civic Centre

---

Pages

1.	<b>Adoption of Minutes</b>	14 - 31
----	----------------------------	---------

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the Minutes of the Regular Council Meeting of 2020 01 20 be approved.

2.	<b>Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b>
----	---

3.	<b>Declaration of Pecuniary Interest</b>
----	--

4.	<b>Approve Agenda as Presented</b>
----	------------------------------------

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the Agenda for 2020 02 03 City Council Meeting as presented be approved.

5.	<b>Proclamations/Delegations</b>
----	----------------------------------

5.1	<b>Missing and Murdered Indigenous Women and Girls</b>
-----	--

Jennifer Syrette, Executive Director, Nimkii-Naabkawagan Family Crisis Centre

5.2	<b>Black History Month</b>
-----	----------------------------

Jane Omollo, Romilola Araba and Emma Marttinen

5.3

**Heritage Week**

Virginia McLeod, Manager of Recreation and Culture and Kathy Fisher, Curator, Ermatinger-Clergue National Historic Site

5.4

**Heritage Award 2019**

Shingwauk Residential Schools Centre

5.5

**Sault College – International Education**

32 - 51

Dr. Ron Common, President

5.6

**Future SSM Project Update**

52 - 60

Travis Anderson, Project Manager

6.

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that all the items listed under date 2020 02 03 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1

**Community Safety and Well-Being Plan**

61 - 62

A report of the Chief Administrative Officer is attached for the consideration of Council.

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Chief Administrative Officer dated 2020 02 03 concerning Community Safety and Well-Being Plan be received and that Council authorize the Algoma Leadership Table to act as the advisory committee for the development of the plan.

6.2

**RFP - Wayfinding**

63 - 64

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2020 02 03 concerning RFP – Wayfinding be received and that the proposal submitted by Hansen Signs of Moncton, NB be approved at a proposed initial cost of approximately \$124,250.00 plus HST.

6.3	<b>RFP – Seasonal Security Services</b>	65 - 66
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor R. Niro	
	Resolved that the report of the Manager of Purchasing dated 2020 02 03 be received and that the proposal submitted by North East Regional Security Services of Sault Ste. Marie, ON for the provision of Seasonal Security Services for the three (3) year period commencing March 2, 2020 (with the option for up to two (2) additional years by mutual agreement) be approved.	
6.4	<b>Certified Rebuild of Caterpillar D6T Bulldozer</b>	67 - 68
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor L. Dufour	
	Seconder Councillor M. Bruni	
	Resolved that the report of the Manager of Purchasing dated 2020 02 03 concerning Certified Rebuild of Caterpillar D6T Bulldozer be received and that the acceptance of the quotation submitted by Toromont CAT in the amount of \$529,926.80 plus HST for the Caterpillar Certified Rebuild of the Caterpillar D6T bulldozer in use at the municipal landfill be approved on a sole source basis.	
6.5	<b>RFP – Benefit Carriers</b>	69 - 71
	A report of the Director of Human Resources is attached for the consideration of Council.	
	Mover Councillor L. Dufour	
	Seconder Councillor R. Niro	
	Resolved that the report of the Director of Human Resources dated 2020 02 03 concerning RFP Benefit Carriers be received as information.	
6.6	<b>RFP – Employee Benefits</b>	72 - 73
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor L. Dufour	
	Seconder Councillor R. Niro	
	Resolved that the report of the Manager of Purchasing dated 2020 02 03 concerning RFP – Employee Benefits be received and that the proposal submitted by Greenshield Canada of Toronto, ON for the provision of Health and Dental Benefits for employees and by Manulife of North York, ON for the provision of Disability and Life Insurance Benefits for the seven (7) year period commencing May 1, 2020 be approved.	
	By-laws authorizing signature of agreements with Greenshield Canada and Manulife will appear on a future Council Agenda.	

6.7	<b>Video Scoreboard – GFL Memorial Gardens</b>	74 - 78
A report of the Director of Community Services is attached for the consideration of Council.		
Mover Councillor L. Vezeau-Allen Seconder Councillor R. Niro Resolved that the report of the Director of Community Services concerning Video Scoreboard – GFL Memorial Gardens dated 2020 02 03 be received as information.		
6.8	<b>RFP – Video Scoreboard – GFL Memorial Gardens</b>	79 - 80
A report of the Manager of Purchasing is attached for the consideration of Council.  The relevant By-law 2020-55 is listed under item 11 of the Agenda and will be read with all by-laws under that item.		
6.9	<b>Boards and Committees Appointments</b>	81 - 82
A report of the Deputy City Clerk is attached for the consideration of Council.  The relevant By-law 2020-54 is listed under item 11 of the Agenda and will be read with all by-laws under that item.		
6.10	<b>2020 Cultural Financial Assistance Grants</b>	83 - 86
A report of the Manager of Recreation and Culture is attached for the consideration of Council.		
Mover Councillor L. Dufour Seconder Councillor R. Niro Resolved that the report of the Manager of Recreation and Culture dated 2020 02 03 concerning 2020 Cultural Financial Assistance Grants be received and that the recommendation of the Cultural Advisory Board to allocate the budget of \$75,000 in the following amounts be approved:  1. 180 Projects – \$3,000 2. African Caribbean Canadian Association of Northern Ontario – \$2,000 3. Algoma Art Society – \$2,000 4. Algoma Arts Festival Association – \$2,000 5. Algoma Conservatory of Music – \$3,500 6. Algoma Festival Choir – \$5,000 7. Algoma Weavers Guild – \$2,000 8. Arts Council of Sault Ste. Marie and District – \$15,000		

9. Batchewana First Nation – \$4,500
10. Congregation Beth Jacob – \$2,000
11. In Your Eyes Projects – \$1,000
12. Living History Algoma (Algoma 1812) – \$3000
13. Over the Rainbow Children’s Entertainment – \$3,500
14. Sault Symphony Association – \$2,000
15. Sault Theatre Workshop – \$2,500
16. Shadows of the Mind Film Festival – \$4,000
17. The ArtSpeaks Project – \$5,000
18. The Sault Blues Society – \$2,000
19. The Sault Community Theatre Centre – \$4,300
20. Theatre Ontario Festival 2020 – \$2,000
21. Thinking Rock Community Arts – \$4,700

**6.11**

**Municipal Law and By-Law Enforcement Officers**

87 - 88

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

The relevant By-laws 2020-52 and 2020-53 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.12**

**Rural Economic Development Program Application**

89 - 90

A report of the Curator of the Ermatinger-Clergue National Historic Site is attached for the consideration of Council.

Mover Councillor L. Dufour

Seconder Councillor R. Niro

That the report of the Curator of the Ermatinger-Clergue National Historic Site dated 2020 02 03 concerning the Rural Economic Development Program be received and that the request of the Historic Sites Board to submit an application be approved.

**6.13**

**Firearms By-law Exemption Ermatinger-Clergue National Historic Site**

91 - 92

A report of the Curator of the Ermatinger-Clergue National Historic Site is attached for the consideration of Council.

The relevant By-law 2020-38 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

<b>6.14</b>	<b>Northern Avenue Improvements Consultant Selection</b>	93 - 94
	A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.	
	Mover Councillor L. Dufour	
	Seconder Councillor M. Bruni	
	Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 03 concerning Northern Avenue Improvements Consultant Selection be received and that Council authorize entering into an agreement for engineering services with Kresin Engineering Corporation.	
	A By-law authorizing signature of an engineering agreement with an estimate of engineering fees will appear on a future Council Agenda.	
<b>6.15</b>	<b>Court Security and Prisoner Transportation Agreement 2020</b>	95 - 96
	A report of the City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2020-40 is listed under the item 11 of the Agenda and will be read with all by-laws under that item.	
<b>6.16</b>	<b>Amending Agreement between City and Rogers Communications Inc. – 638 Cathcart Street</b>	97 - 98
	A report of the Assistant City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2020-46 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
<b>6.17</b>	<b>Sault Cycling Proposal – Feasibility</b>	99 - 101
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor M. Bruni	
	Resolved that the report of the Solicitor/Prosecutor dated 2020 02 03 concerning Sault Cycling Proposal be received and that staff be directed to negotiate an agreement with the Sault Cycling Club to action the first stage of their proposal, being a three (3) kilometre natural surface trail on City property located in the Finn Hill area at a nominal cost to the City.	
<b>6.18</b>	<b>Animal Care and Control (Housekeeping Amendments)</b>	102 - 103
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2020-37 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
<b>6.19</b>	<b>Traffic and Parking By-laws (Housekeeping Amendments)</b>	104 - 105

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

The relevant By-laws 2020-24, 2020-41, 2020-42 and 2020-43 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

**7. Reports of City Departments, Boards and Committees**

**7.1 Administration**

**7.2 Corporate Services**

**7.3 Community Development and Enterprise Services**

**7.3.1 FutureSSM Project Update**

106 - 138

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 02 03 concerning FutureSSM Project Update be received as information.

**7.4 Public Works and Engineering Services**

**7.5 Fire Services**

**7.6 Legal**

**7.7 Planning**

**7.8 Boards and Committees**

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

**8.1 Best for Kids Transit Pilot Project**

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Whereas it is the objective of The Best For Kids Committee "to encourage and promote the City of Sault Ste. Marie's efforts to put children first"; and

Whereas it is the Committee's vision "that Sault Ste. Marie will be a community that puts children first by understanding and investing in healthy childhood development to improve outcomes for all children"; and

Whereas the City and the Committee are committed to fostering a community that has an extraordinary quality of life for children and their families; and

Whereas the City of Sault Ste. Marie has many opportunities for children to be involved in recreational activities such as the Splash Pad, the Pump Track, the Manzo Pool, the Greco Pool, and the Skateboard Park; and

Whereas all of these recreational opportunities are important in the development of healthy children and their quality of life; and

Whereas it may be difficult for some children to access any of these recreational opportunities because of lack of transportation or its affordability;

Now Therefore Be It Resolved that Community Development and Enterprise Services be requested to investigate the feasibility of a pilot project to run from June 27, 2020 to September 6, 2020, whereby Transit Services would provide free bus rides on weekends to all children and their parents who would like to attend any of the recreational facilities listed above and report back to Council.

**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 L. Dufour

Seconder Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date 2020 02 03 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 2020-24 (Traffic) Amend By-law 77-200**

139 - 140

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2020-24 being a by-law to amend Traffic By-law 77-200 be passed in open Council this 3rd day of February, 2020.

**11.1.2 By-law 2020-37 (Animal Care and Control) Amend By-law 2019-117**

141 - 142

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2020-37 being a by-law to amend By-law 2019-117 (being a by-law for responsible animal care and control for The Corporation of the City of Sault Ste. Marie) be passed in open Council this 3rd day of February, 2020.

**11.1.3      By-law 2020-38 (Noise and Firearms Exemption) Ermatinger-Clergue      143 - 143**

A report from the Curator of Ermatinger-Clergue National Historic Site is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2020-38 being a by-law to exempt the Ermatinger-Clergue National Historic Site, from By-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality and from By-law 80-200 being a by-law respecting noises in the City of Sault Ste. Marie be passed in open Council this 3rd day of February, 2020.

**11.1.4      By-law 2020-40 (Agreement) Court Security and Prisoner Transportation      144 - 169**

A report from the City Solicitor is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2020-40 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Solicitor General for funding of court security and prisoner transportation for 2020 be passed in open Council this 3rd day of February, 2020.

**11.1.5      By-law 2020-41 (Parking) Amend By-law 4001      170 - 171**

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2020-41 being a by-law to amend By-law 4001 being a by-law to prohibit unauthorized parking of motor vehicles on private property be passed in open Council this 3rd day of February, 2020.

**11.1.6      By-law 2020-42 (Parking) Amend By-law 69-80      172 - 172**

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2020-42 being a by-law to amend By-law 69-80 being a by-law to regulate the parking of vehicles on lands or buildings operated by the Parking Division of the City of Sault Ste. Marie as parking lots on which no charge is made to the public for the parking of vehicles be passed in open Council this 3rd day of February, 2020.

11.1.7	<b>By-law 2020-43 (Fire Routes) Amend By-law 2013-105</b>	173 - 173
A report from the Solicitor/Prosecutor is on the Agenda.		
Mover Councillor L. Dufour Seconder Councillor M. Bruni Resolved that By-law 2020-43 being a by-law to amend By-law 2013-105 being a by-law to designate certain roadways as fire routes along which no parking of vehicles shall be permitted be passed in open Council this 3rd day of February, 2020.		
11.1.8	<b>By-law 2020-44 (Zoning) 139 White Oak Drive West</b>	174 - 176
Council Report was passed by Council resolution on January 20, 2020.		
Mover Councillor L. Dufour Seconder Councillor M. Bruni Resolved that By-law 2020-44 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 139 White Oak Drive West (BDI Holdings LTD. c/o Shawn Spurr) be passed in open Council this 3rd day of February, 2020.		
11.1.9	<b>By-law 2020-45 (Development Control) 139 White Oak Drive West</b>	177 - 178
Council report was passed by Council resolution on January 20, 2020.		
Mover Councillor L. Dufour Seconder Councillor M. Bruni Resolved that By-law 2020-45 being a by-law to designate the lands located at 139 White Oak Drive West an area of site plan control (BDI Holdings LTD. c/o Shawn Spurr) be passed in open Council this 3rd day of February, 2020.		
11.1.10	<b>By-law 2020-46 (Agreement) Rogers Communications-638 Cathcart Street</b>	179 - 180
A report of the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.		
Mover Councillor L. Dufour Seconder Councillor M. Bruni Resolved that By-law 2020-46 being a by-law to authorize the execution of the Lease Amending and Extension Agreement between the City and Rogers Communications Inc. to provide for a further option to extend the lease and to incorporate an amended insurance provision regarding the lease of 638 Cathcart Street, Sault Ste. Marie be passed in open Council this 3rd day of February, 2020.		
11.1.11	<b>By-law 2020-47 (Zoning) 227, 231, 235, 239 and 243 East Balfour Street</b>	181 - 183
Council Report was passed by Council resolution on January 20, 2020.		
Mover Councillor L. Dufour		

Seconder Councillor M. Bruni

Resolved that By-law 2020-47 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 227, 231, 235, 239 and 243 East Balfour Street (Richard and Melissa Hurley) be passed in open Council this 3rd day of February, 2020.

**11.1.12 By-law 2019-48 (Development Control) 227, 231, 235, 239 and 243 East Balfour Street** 184 - 186

Council Report was passed by Council resolution on January 20, 2020.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2020-48 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 227, 231, 235, 239 and 243 East Balfour Street (Richard and Melissa Hurley) be passed in open Council this 3rd day of February, 2020.

**11.1.13 By-law 2020-50 (Agreement) Great Northern Road/Second Line Traffic Network Class Environmental Assessment** 187 - 206

Council Report was passed by Council resolution on January 6, 2020.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2020-50 being a by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for professional services for the Great Northern Road/Second Line Traffic Network Class Environmental Assessment be passed in open Council this 3rd day of February, 2020.

**11.1.14 By-law 2020-51 (Agreement) Poralu Marine Inc.** 207 - 266

Council Report was passed by Council resolution on January 20, 2020.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2020-51 being a by-law to authorize the execution of the Agreement between the City and Poralu Marine Inc. for the provision of D Dock replacement at the Bellevue Marina be passed in open Council this 3rd day of February, 2020.

**11.1.15 By-law 2020-52 (Parking) Appoint Municipal Law Enforcement Officers Amend By-law 90-305** 267 - 269

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2020-52 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 3rd day of February, 2020.

<b>11.1.16</b>	<b>By-law 2020-53 (Parking) Municipal By-law Enforcement Officers</b>	270 - 271
A report from the Manager of Transit and Parking is on the Agenda.		
Mover Councillor L. Dufour Seconder Councillor M. Bruni Resolved that By-law 2020-53 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie is passed in open Council this 3rd day of February, 2020.		
<b>11.1.17</b>	<b>By-law 2020-54 (Council Procedure) Amend By-law 2013-100</b>	272 - 272
A report from the Deputy City Clerk is on the Agenda.		
Mover Councillor L. Dufour Seconder Councillor M. Bruni Resolved that By-law 2020-54 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 3rd day of February, 2020.		
<b>11.1.18</b>	<b>By-law 2020-55 (Agreement) Video Scoreboard</b>	273 - 284
A report from the Manager of Purchasing is on the Agenda.		
Mover Councillor L. Dufour Seconder Councillor M. Bruni Resolved that By-law 2020-55 being a by-law to authorize the execution of the Agreement between the City and Soo Greyhounds Inc. (carrying on business as Soo Greyhounds Hockey Club) for the purchase and use of a video scoreboard and various ancillary items from OES Inc. for use in the GFL Memorial Gardens be passed in open Council this 3rd day of February, 2020.		
<b>11.2</b>	<b>By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority</b>	
<b>11.2.1</b>	<b>By-law 2019-49 (Local Improvement) Northern Avenue Concrete Sidewalk</b>	285 - 288
A report from the Manager, Design and Transportation Engineering is on the Agenda.		
Mover Councillor L. Dufour Seconder Councillor M. Bruni Resolved that By-law 2020-49 being a by-law to authorize the construction of a		

concrete sidewalk on Northern Avenue East from Reid Street to North Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be passed in open Council this 3rd day of February, 2020.

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

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

**13. Closed Session**

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that this Council proceed into closed session to discuss one matter concerning potential acquisition/disposition of land;

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 without the need for a further authorizing resolution.

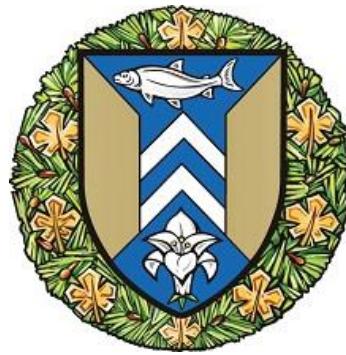
*Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.*

**14. Adjournment**

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that this Council now adjourn.



## **REGULAR MEETING OF CITY COUNCIL**

### **MINUTES**

Monday, January 20, 2020

4:30 pm

Council Chambers  
Civic Centre

Present: Mayor C. Provenzano, Councillor L. Vezeau-Allen, Councillor D. Hilsinger, Councillor M. Shoemaker, Councillor M. Bruni, Councillor R. Niro, Councillor C. Gardi, Councillor M. Scott

Absent: Councillor P. Christian, Councillor S. Hollingsworth, Councillor L. Dufour

Officials: M. White, M. Zuppa, T. Vair, L. Girardi, K. Fields, S. Schell, P. Milosevich D. McConnell, D. Elliott, B. Lamming, F. Coccimiglio, T. Vecchio, P. Lo

---

**1. Adoption of Minutes**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of 2020 01 06 be approved.

**Carried**

- 2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda**
- 3. Declaration of Pecuniary Interest**
- 3.1 Councillor D. Hilsinger – Economic Development Fund - Algoma University and Sault College**
- Employed by Sault College.

**3.2 Councillor M. Shoemaker – Huron Street Pump Station**

Successful bidder is client of law firm.

**3.3 Councillor M. Shoemaker – By-law 2020-19 (Agreement) Avery Construction Huron Street Pump Station (Contract 2019-8E)**

Contractor is client of law firm.

**3.4 Councillor M. Shoemaker – By-law 2020-30 (Official Plan Amendment) 22 MacDonald Avenue**

Developers are clients of law firm.

**3.5 Councillor M. Shoemaker – By-law 2020-31 (Zoning) 22 MacDonald Avenue**

Developers are clients of law firm.

**3.6 Councillor M. Shoemaker – By-law 2020-32 (Development Control) 22 MacDonald Avenue**

Developers are clients of law firm.

**3.7 Councillor M. Shoemaker – A-22-19-Z 227, 231, 235, 239, 243 East Balfour Street**

Proponent is a client of law firm.

**4. Approve Agenda as Presented**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that the Agenda for 2020 01 20 City Council Meeting as presented be approved.

**Carried**

**5. Proclamations/Delegations**

**5.1 Community Development Award**

**5.2 Sault Symphony Orchestra**

Dr. Lawrence Chong, President, Sault Symphony Orchestra was in attendance.

**5.3 PUC Services Inc. Affordability Trust**

Robert Brewer, President, CEO was in attendance.

**5.4 Bon Soo Winter Carnival**

Jeany White, President, Lynda Crockford, Director and Volunteer Coordinator, and Tim Marsh, Board Member were in attendance.

**5.5 A-21-19-Z 139 White Oak Drive West**

Ben Pascuzzi was in attendance on behalf of the applicant.

Applicant Shawn Spurr, BDI Holdings Ltd. was in attendance.

**5.6 A-22-19-Z 227, 231, 235, 239, 243 East Balfour Street**

Paul Declerck, Norquay Engineering was in attendance on behalf of the applicant.

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that all the items listed under date 2020 01 20 – Agenda item 6 – Consent Agenda be approved as recommended save and except Item 6.9.

**Carried**

**6.1 Outstanding Council Resolutions**

**6.2 RFP – Bellevue Marina – D Dock Replacement – Supply and Installation**

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Purchasing dated 2020 01 20 be received and that the proposal submitted by Poralu Marine Inc. of Saint-Eustache, QC be approved at a proposed cost of approximately \$335,665.00 plus HST;

Further that the City's consultant (STEM Engineering) be authorized to issue a Letter of Intent to Poralu Marine Inc. to commence mobilization for the Project.

A By-law authorizing signature of the Agreement with Poralu Marine Inc. for provision of D Dock replacement at the Bellevue Marina will appear on a future Council Agenda.

**Carried**

**6.3 2020 Outside Agency Grant Agreements**

The report of the Manager of Audits and Capital Planning was received by Council.

The relevant By-laws 2020-26, 2020-27, 2020-28, 2020-29, 2020-34 and 2020-35 are listed under item 11 of the Minutes.

**6.4 Jumpstart Accessibility Grant (Anna Marinelli Memorial Park)**

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Community Services dated 2020 01 20 be received and that staff be authorized to submit an application to Jumpstart for the Anna Marinelli Memorial Park revitalization project.

**Carried**

**6.5 Agreement with Her Majesty The Queen In Right Of Canada – Utilization of Point Des Chenes**

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

The relevant By-law 2020-33 is listed under item 11 of the Minutes.

**6.6 Industrial Land Acquisition – Wood Park Court**

The report of the Director of Planning and Enterprise Services was received by Council.

The relevant By-law 2020-20 is listed under item 11 of the Minutes.

**6.7 Municipal Law Enforcement Officers**

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

The relevant By-law 2020-21 is listed under item 11 of the Minutes.

**6.8 Public Information Sessions**

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Engineering dated 2020 01 20 be received and that Public Notices on schedule A+ projects be provided to adjacent property owners one month in advance when there is a permanent alteration to an asset.

**Carried**

**6.10 Property Declared Surplus – 4 Wemyss Street**

The report of the City Solicitor was received by Council.

The relevant By-law 2020-25 is listed under item 11 of the Minutes.

**6.9 Huron Street Pump Station**

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

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

The relevant By-laws 2020-18 and 2020-19 are listed under item 11 of the Minutes.

**7. Reports of City Departments, Boards and Committees**

**7.1 Administration**

**7.2 Corporate Services**

**7.3 Community Development and Enterprise Services**

**7.3.1 Community Development Award 2019 – The Machine Shop – 83 Huron Street**

The report of the Junior Planner was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that the report of the Junior Planner dated 2020 01 20 concerning the 2019 Community Development Award be received and that Council present the 2019 Community Development Award to The Machine Shop located at 83 Huron Street.

<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth			X
Councillor L. Dufour			X
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker			X
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>7</b>	<b>0</b>	<b>4</b>

**Carried**

**7.4 Public Works and Engineering Services**

**7.5 Fire Services**

**7.6 Legal**

**7.7 Planning**

**7.7.1 A-21-19-Z 139 White Oak Drive West**

The report of the Planner was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that the Report of the Planner dated 2020 01 20 concerning rezoning application A-21-19-Z be received and that City Council approve the application as follows:

1. Amend Zoning By-Law 2005-150 by rezoning the Single-Detached Residential Zone (R2) portion of the property to Medium Density Residential Zone (R4.S) with the following special exceptions:
  - i. Permit two parking spaces in the required front yard.
  - ii. Permit the development of an apartment building and a multiple attached building consisting of no more than 20 units in total and no higher than one storey.
2. Designate the subject property as an area of site plan control pursuant to Section 41 of the *Planning Act*.

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

<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth			X
Councillor L. Dufour			X
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		

## January 20, 2020 Council Minutes

Councillor M. Scott	X			
<b>Results</b>	<b>8</b>	<b>0</b>	<b>3</b>	
				<b>Carried</b>

### 7.7.2 A-22-19-Z 227, 231, 235, 239, 243 East Balfour Street

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

The report of the Junior Planner was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that the report of the Junior Planner dated 2020 01 20 concerning Rezoning Application A-22-19-Z be received and that Council approve the application by rezoning the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3), with a Special Exception to:

1. Reduce the required interior side yard for the future middle lot from 3m to 1.2m.
2. Reduce the required interior side yard for the future easterly lot from 3m to 1.2m.

Further that Council deem the subject property as subject to Site Plan Control, pursuant to section 41 of the *Planning Act*.

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

<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian		X	
Councillor S. Hollingsworth		X	
Councillor L. Dufour		X	
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker (Conflict)			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>7</b>	<b>0</b>	<b>3</b>

**Carried**

**7.8 Boards and Committees**

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

**8.1 Shadows of the Mind Film Festival**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Whereas the Shadows of the Mind Film Festival runs from Saturday, February 22 to Sunday, March 1, 2020; and

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

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

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

Whereas on some days during the week, the film festival will have films and panel discussions all day long; and

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

Now Therefore Be It Resolved that the 2-hour daily parking limit be waived at the Brock / Albert parking lot to permit full free parking from Monday, February 24, 2020 to Friday, February 28, 2020, all during the week of the Shadows of the Mind Film Festival.

<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian		X	
Councillor S. Hollingsworth		X	
Councillor L. Dufour			X
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>8</b>	<b>0</b>	<b>3</b>

**Carried**

## **8.2 Economic Development Fund – Algoma University and Sault College**

Councillor D. Hilsinger declared a conflict on this item. (Employed by Sault College.)

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Whereas our community plan, FutureSSM, recognizes that Sault College and Algoma University (our post-secondary institutions) are an integral part of our community's future and specifically identifies growing our post-secondary institutions as a community goal; and

Whereas our post-secondary institutions are critical to youth retention, labour force development, economic development and, therefore, community development; and

Whereas the City should recognize, encourage and support the efforts being made by our post-secondary institutions to meet community goals, keep our youth at home, develop our labour force and improve our community;

Now therefore in recognition of the foregoing and to support their efforts, City Council will earmark and set aside 20% of the Economic Development Fund for the remainder of this Council term (therefore, \$100,000.00 in each of 2020, 2021 and 2022) to support projects at our post-secondary institutions that are consistent with and further the goals of our community plan and encourages both Sault College and Algoma University to work with Deputy CAO Community Development and Enterprise Services and the FutureSSM team to develop projects or plans, either individually or in conjunction with each other, to apply for and access the earmarked funding.

<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth			X
Councillor L. Dufour			X
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger (Conflict)			
Councillor M. Shoemaker		X	
Councillor M. Bruni		X	
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott		X	
<b>Results</b>	<b>4</b>	<b>3</b>	<b>3</b>
			<b>Carried</b>

**8.3 Warming Shelters**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor D. Hilsinger

Whereas in 2018 the City of Sault Ste. Marie developed a cold-weather warming shelter plan; and

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

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

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

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

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

<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian		X	
Councillor S. Hollingsworth		X	
Councillor L. Dufour		X	
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>8</b>	<b>0</b>	<b>3</b>

**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 L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that all By-laws under item 11 of the Agenda under date 2020 01 20 be approved save and except By-laws 2020-19, 2020-30, 2020-31 and 2020-32.

**Carried**

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

**11.1.1 By-law 2020-18 (Agreement) Hydro One Huron Street Pump Station**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-18 being a by-law to authorize the execution of the Agreement between the City and Hydro One Sault Ste. Marie Holding Corp. for the Huron Street Pump Station be passed in open Council this 20th day of January, 2020.

**Carried**

**11.1.3 By-law 2020-20 (Property Acquisition) 11 Wood Park Court**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-20 being a by-law to authorize the acquisition of property located at civic 11 Wood Park Court (Gary Blokhuis) be passed in open Council this 20th day of January, 2020.

**Carried**

**11.1.4 By-law 2020-21 (Parking) Municipal By-law Enforcement Officers (amend By-law 90-305)**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-21 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 20th day of January, 2020.

**Carried**

**11.1.5 By-law 2020-22 (Agreement) Flooding Assessment**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-22 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the Flooding Assessment Class EA be passed in open Council this 20th day of January, 2020.

**Carried**

**11.1.6 By-law 2020-23 (Street Assumptions) Various Streets**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-23 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 20th day of January, 2020.

**Carried**

**11.1.7 By-law 2020-25 (Property) 4 Wemyss Street**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-25 being a by-law to declare the City owned property legally described as PIN 31545-0370 (LT) PT LT 41 PL 129 ST. MARY'S; PT LANE PL 129 ST. MARY'S CLOSED BY T107908 AS IN T377295; SAULT STE. MARIE being civic 4 Wemyss Street, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 20th day of January, 2020.

**Carried**

**11.1.8 By-law 2020-26 (Agreement) Bushplane Funding**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-26 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Education Centre o/a The Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred and Seventy-Five Thousand (\$175,000.00) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage be passed in open Council this 20th day of January, 2020.

**Carried**

**11.1.9 By-law 2020-27 (Agreement) Algoma University Funding**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-27 being a by-law to authorize the execution of the Agreement between the City and Algoma University for a grant in the amount of Forty Thousand (\$40,000.00) Dollars for activities undertaken to attract international students to Sault Ste. Marie be passed in open Council this 20th day of January, 2020.

**Carried**

**11.1.10 By-law 2020-28 (Agreement) Soo Pee Wee Arena**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-28 being a by-law to authorize the execution of the Agreement between the City and Soo Pee Wee Arena for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full be passed in open Council this 20th day of January, 2020.

**Carried**

**11.1.11 By-law 2020-29 (Agreement) The Art Gallery of Algoma**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-29 being a by-law to authorize the execution of the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Two Hundred and Eighty thousand Seven Hundred and Eighty-Five (\$280,785.00) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors be passed in open Council this 20th day of January, 2020.

**Carried**

**11.1.15 By-law 2020-33 (Agreement) Pointe Des Chenes Park**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-33 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence for utilization of 57 Des Chenes Drive (Pointe Des Chenes Park) be passed in open Council this 20th day of January, 2020.

**Carried**

**11.1.16 By-law 2020-34 (Agreement) Crime Stoppers Funding**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-34 being a by-law to authorize the execution of the Agreement between the City and Crime Stoppers of Sault Ste. Marie and District of Algoma Inc. for a grant for up to Twenty Five Thousand (\$25,000.00) Dollars to assist with reducing the cost of policing and paying rewards be passed in open Council this 20th day of January, 2020.

**Carried**

**11.1.17 By-law 2020-35 (Agreement) 49th Field Regiment**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-35 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Forty Six Thousand Ninety One (\$246,091) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area be passed in open Council this 20th day of January, 2020.

**Carried**

**11.1.18 By-law 2020-36 (Agreement) Gough Masonry Ltd. Mausoleum Expansion Phase XV**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-36 being a by-law to authorize the execution of the Agreement between the City and Gough Masonry Ltd. for the Municipal Mausoleum Phase XV be passed in open Council this 20th day of January, 2020.

**Carried**

**11.1.2 By-law 2020-19 (Agreement) Avery Construction Huron Street Pump Station (Contract 2019-8E)**

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-19 being a by-law to authorize the execution of the Contract between the City and Avery Construction Ltd. for the Huron Street Pump Station (Contract 2019-8E) be passed in open Council this 20th day of January, 2020.

January 20, 2020 Council Minutes

<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth			X
Councillor L. Dufour			X
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker (Conflict)			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>7</b>	<b>0</b>	<b>3</b>

**Carried**

**11.1.12 By-law 2020-30 (Official Plan Amendment) 22 MacDonald Avenue**

Councillor M. Shoemaker declared a conflict on this item. (Developers are clients of law firm)

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-30 being a by-law to adopt Amendment No. 226 to the Official Plan for the City of Sault Ste. Marie (Joe Ruscio and John Martella, 22 MacDonald Avenue) be passed in open Council this 20th day of January, 2020.

<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth			X
Councillor L. Dufour			X
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker (Conflict)			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>7</b>	<b>0</b>	<b>3</b>

**Carried**

**11.1.13 By-law 2020-31 (Zoning) 22 MacDonald Avenue**

Councillor M. Shoemaker declared a conflict on this item. (Developers are clients of law firm.)

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-31 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 22 MacDonald Avenue (Joe Ruscio and John Martella) be passed in open Council this 20th day of January, 2020.

<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth			X
Councillor L. Dufour			X
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker (Conflict)			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>7</b>	<b>0</b>	<b>3</b>

**Carried**

**11.1.14 By-law 2020-32 (Development Control) 22 MacDonald Avenue**

Councillor M. Shoemaker declared a conflict on this item. (Developers are clients of law firm.)

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2020-32 being a by-law to designate the lands located at 22 MacDonald Avenue an area of site plan control (Joe Ruscio and John Martella) be passed in open Council this 20th day of January, 2020.

<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth			X
Councillor L. Dufour			X
Councillor L. Vezeau-Allen	X		

January 20, 2020 Council Minutes

Councillor D. Hilsinger	X
Councillor M. Shoemaker (Conflict)	
Councillor M. Bruni	X
Councillor R. Niro	X
Councillor C. Gardi	X
Councillor M. Scott	X
<b>Results</b>	<b>7</b>
	<b>0</b>
	<b>3</b>

**Carried**

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

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

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

**13. Closed Session**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that this Council proceed into closed session to discuss one matter concerning potential acquisition/disposition of land;

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 matters without the need for a further authorizing resolution.

*Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.*

**Carried**

**14. Adjournment**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that this Council now adjourn.

**Carried**

January 20, 2020 Council Minutes

---

Mayor

---

City Clerk

# An Overview of International Education at Sault College



# Highlights

- Founded 1965
- 7000 students in all programs each year
- 70+ programs plus apprenticeship and on-line learning
- Outstanding Key Performance Indicator results:
  - Ranked in TOP 2 for overall student satisfaction in Ontario 6 years – twice #1
  - #1 College for quality of learning experience, #1 or #2 for nine years in a row
  - #1 College for quality of facilities for 4 years in a row
- Total annual economic impact \$150-180 million



# iE3 – Institute for Environment, Education and Entrepreneurship



# iE3 – Institute for Environment, Education and Entrepreneurship



# Early Learning Centre



# Waterfront Adventure Centre



# International Student Recruitment in Canada

- In 2014, the government of Canada released its first International Education Strategy (IES) with the hallmark objective of doubling the number of international students in Canada to more than 450,000 by 2022.
- By the end of 2017 this objective had been met, indeed surpassed, with close to 500,000 students on campuses across Canada widely contributing to the social and economic vitality of their host institutions and communities.
- In 2016, in Ontario, international student spending on tuition and accommodations was \$7.8 billion.
- In 2018, international students in Canada contributed an estimated \$21.9 billion to Canada's GDP and supported almost 170,000 jobs for Canada's middle class.



# International Students at Sault College

- Presently, Sault College has students from 17 different countries:
  - India, China, Ghana, Philippines, Turkey, Uganda, Vietnam, Brazil, United States, Ethiopia, Oman, Nigeria, Bangladesh, Nepal, Bhutan, Bahamas and Ireland
- Sault College will continue to expand and diversify global educational partnerships
- Sault College delivers programming in China and Tanzania with partners as well as just completed a several year program in Barbados

# Student Success Services

- Counseling: Personal, academic and career counseling
- Peer Tutoring: Free for students
- The Write Place: Help with essays, assignments in communications, grammar, spelling, resumes
- PAL (pre-arrival leaders, senior students) meet incoming students at the airport
- Hollywood limousine drop off to accommodation
- Mobile App called “i-Cent” for quick access to information on accommodation, arrival, medical insurance, events, etc.
- Walk-in service in the International office for any inquiry
- Intercultural learning activities



# Student Job Centre

- Assistance provided with resumes, interview skills, job search techniques
- International student work program for on-campus jobs
- Support for off-campus work permits (after 6 months of study)
- Off campus work permits are available right away if they have a valid study permit
- Support for Post-Grad Work Permit applications
- The Student Job Centre began a Job Development initiative in August 2019; many new student jobs in the community have been developed as a result of employer outreach efforts.

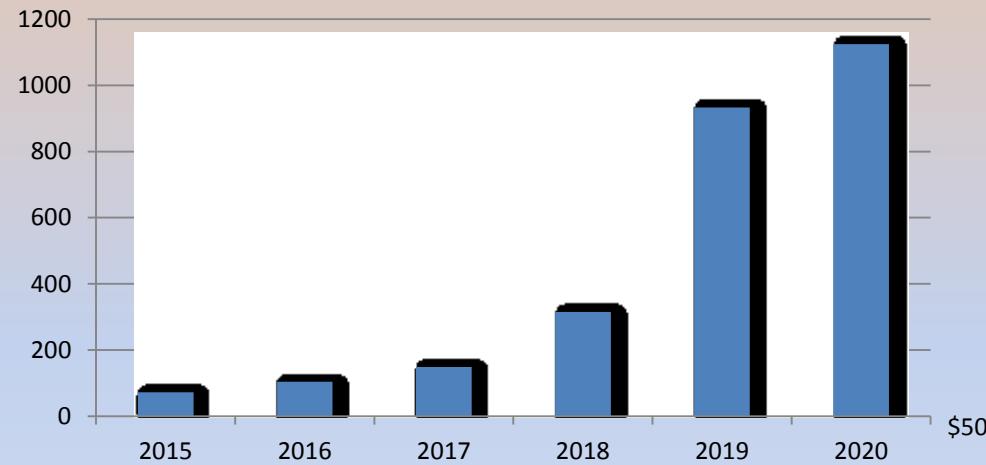


# **Value of International Students to Sault College and the Community**

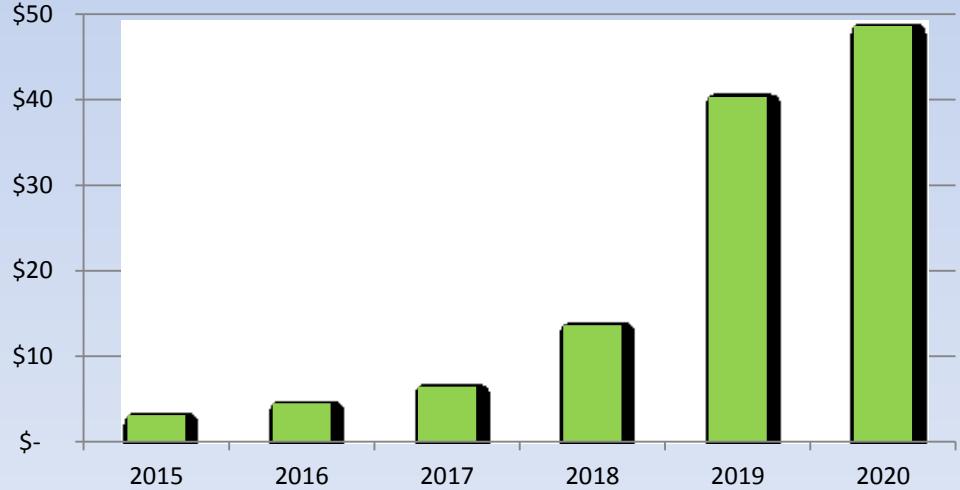
- International students are vitally important to Sault College and our community
- With declining domestic enrolment, international students help to ensure that our institution remains educationally and financially viable
- Their contribution goes well beyond their spending power as they help to strengthen our community's social and economic ties with the rest of the world and help to fill current and future labour market gaps
- From Jan. to Nov. 2019, Sault College students purchased 537 City bus passes (\$98,800.00)
- 54,000 former students became permanent residents last year in Ontario

# Value of International Students to Sault College and the Community

Enrolment



Economic Impact (millions)



# Misunderstandings in our Community

- It's important to note:
  - Sault College does not receive government funding for international students
  - International students are not taking jobs from local people. In fact, many local employers have not been able to find adequate numbers of part-time workers.
  - International students are not taking seats in oversubscribed programs

# What are Local Employers Saying?

*“We’d like to thank Sault College for helping us to interview, hire and train so many of their great international students,” said Mike Butler, owner McDonald’s.*

*“They have been a terrific group. They are focused on training, have a great work ethic, and really want to work. Recently, we have said over and over how lucky we are to have them. In fact, I would go a step further and say we would be lost without them,” he added.*

# What are Local Employers Saying?

*"The Sault Ste. Marie Innovation Centre (SSMIC) has had success in hiring Sault College international students. Not only do we benefit from the skills they bring to our team, we benefit from their unique perspectives. Our staff that were once international students, are thriving in their positions and we encourage their professional growth within the Sault Ste. Marie Innovation Centre."*

*Peter Bruijns, Executive Director Sault Ste. Marie Innovation Centre.*

# Sault College Graduate Khushi Nayak

Khushi Nayak came to Canada from Western India after completing her Bachelors of Science in Computer Applications and IT. She moved on to study GIS and Network Architecture and Security Analytics at Sault College. Khushi was top of her class throughout school and was teaching Microsoft applications for a private firm in grade 12.

She joined the ACORN team with the Innovation Centre on April 29, 2019 and is the newest Junior GIS Technician. On Khushi's off time, she enjoys visiting St. Joseph's Island and Crystal Falls. Khushi's favourite part about living in Sault Ste. Marie are the friendly people and the new places she's always discovering.

# Sault College Student Meet Mandapwala

Meet Mandapwala is a great student and a great believer. Meet came to Sault College from India with a background in Mechatronics Engineering in order to pursue the Project Management and Supply Chain Management programs.

He worked for various firms in India and also with his interest in business he started his own business at a very young age. Here, because of his engineering skills he was hired as a Welding Technician at Main Filter Inc. through college placement. (before completion of his course)

Meet is the captain of the very first Sault College Cricket Team (Cougars) and also he is one of those students who initiated the game of Cricket at Sault College. Apart from sports he loves to travel and mostly likes to visit different beaches. Adding more to his portfolio he does a lot of city volunteering.

# Challenges

- Inviting community
- Accommodations
- Part-time employment opportunities while attending college
- Finding employment after graduation



# Questions





**SAULT  
STE. MARIE**



# FutureSSM Looking Forward

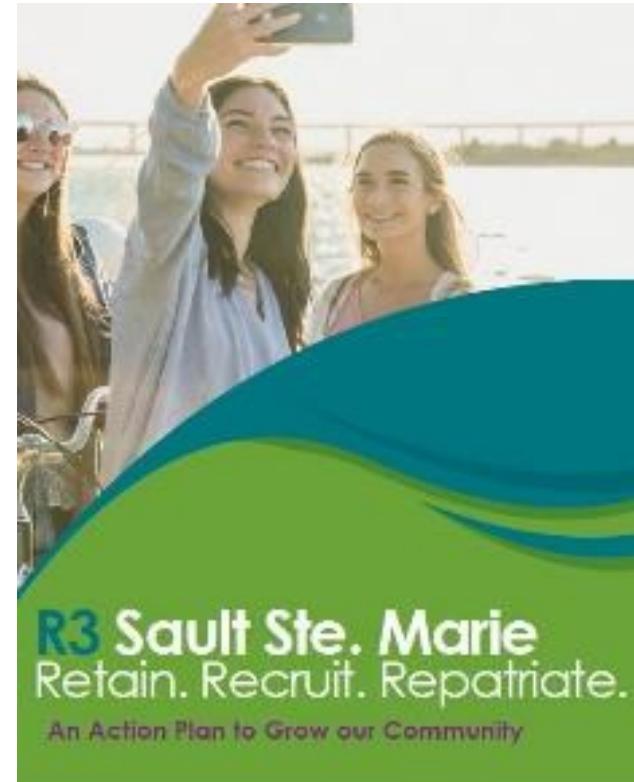
February 3, 2020

Page 52 of 288



# What's Next?

- As we advanced the recommendations of the AC report, and worked with our Action Teams and community members to identify priorities for implementation, a common theme arose – a need to focus on the youth population both internal and external to the community.
- There was a strong notion that, in order to become a truly resilient city, we must overcome one of our biggest challenges – youth outmigration.
- While there are many good reasons for a focus on youth, few are more immediate to the community, than the need to develop a strong pool of skilled labour to replace our aging workforce.





## FutureSSM 2020: Year of the Youth

- The activities of FutureSSM are designed to be inclusive and we anticipate many projects supporting, connecting and gaining experience from Saultites of all ages to develop exciting projects throughout the community.
- That being said, we recognize that in order to be successful creating a resilient community, growing our youth population must be a major goal.
- The following youth-focused initiatives are being proposed for 2020:
  - Development of new grad employment opportunities & co-ops
  - Youth programming (in partnership with ADSB, HCSB, AU, SC, SSM)
  - Youth Community Centre RFP
  - Research Hub: Amplify STEM & entrepreneurship
  - Mayoral outreach to High School students
  - Guidance counselor education & awareness program

# New Grad Employment Opportunities & Co-ops

- To grow our youth population we must find new ways to keep new grads and young people in the community.
- To do this we are undertaking the following actions:
  - Conduct outreach with local employers to identify new grad, co-op and intern opportunities.
  - Establish collaboration with PSIs and employers for youth retention.
  - Work with PSI's and employers to set targets for new grad retention and international student retention.



# Youth Programming



- Lack of youth programming has been a consistent message heard in the 50+ youth engagement sessions FutureSSM has held to date.
- The success of Jurassic Park SSM highlights the need for more events geared toward young people.
- We are proposing a collaboration with ADSB, HSCSB, AU and SC and others to develop a fund for youth programming (financial contribution per organization).
- We will continue to development of youth-based festivals and events (i.e. Summer Moon Festival).
- On-going focus on providing mentorship opportunities not typically available in the North (Que-Rock, SMF, etc.).





# Community Centre RFP

- An RFP is currently under development for a Community Centre that includes space for creative industries, cultural groups and a youth hub.
- Focused on creative industries and education has long been a need in the community. The centre could facilitate greater interest in STEAM locally.
- Identified as a priority by FutureSSM Action Teams, including education, ACAT, EDG. and Social Equity



# Research Hub: Amplify STEM & Entrepreneurship

- Continue working with Sault College and Algoma U and SSMIC to execute the key recommendations of the Coates Report (still pending).
- Develop a center of excellence in innovation and entrepreneurship. Key focus the center will include:
  - Develop research and employment opportunities for recent STEM graduates.
  - Facilitate networking and partnerships between Industry and PSIs & SSMIC.
  - ‘Grow our own’ innovation companies.
  - Engage and educate youth regarding career and entrepreneurial opportunities of the future.
  - Use labour force pipeline and talent pool development to attract new businesses and industry to SSM.



# Guidance Counseling for Local Careers

## Getting past gaps and mismatches

- Program to work with high school & PSE guidance counselors to align skill development (including direction & advice) with labour demands in Sault Ste. Marie.
- Series of meetings/workshops with FutureSSM, SSMIC, AWIC, SCCC, Employment Solutions, CDC, etc.
- Ongoing collaboration between local employers, FutureSSM and local educators.
- Improved labour market information system to inform counselors, PSEs.





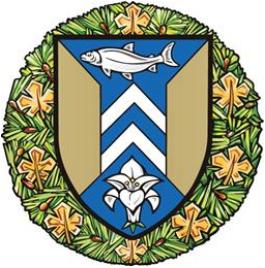
# Outreach to youth

## To Date:

- 50+ outreach sessions with youth (high school and elementary school classes, MYAC, Youth Odena, STRIVE, etc.).
- Over 550 youth reached.

## Moving forward:

- Borrowing from the CityStudio and CityLab programs, “create a program that serves as an innovation hub that brings together student, academic and civic leaders to co-create a better Sault Ste. Marie for all”. Direct language from Hamilton CityLab.
- Program serves as a way to engage youth across the four pillars and generate another opportunity for engagement.
- Example projects (from Hamilton)
  - What can we do to keep international students in Post Graduation?
  - How can we increase the interest and usage of Farmer’s market to Millennials?
  - What are innovative transportation solutions for individuals 55+ living in rural areas?
  - How do we encourage the creation of high quality community art projects that will improve public places across the city?



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

### C O U N C I L   R E P O R T

February 3, 2020

**TO:** **Mayor Christian Provenzano and Members of City Council**  
**AUTHOR:** **Malcolm White, CAO**  
**DEPARTMENT:** **Chief Administrative Officer**  
**RE:** **Community Safety and Well-Being Plan**

---

#### **PURPOSE**

The purpose of this report is to inform Council of the legislated requirements to complete a Community Safety and Well-Being Plan (CSWB) and to seek approval on the initial stages of the development of a CSWB plan.

#### **BACKGROUND**

The Province of Ontario, through an amendment to the Police Services Act, 1990, has mandated that all municipalities in Ontario must develop and adopt CSWB plans by January 1, 2021.

As outlined in the FAQ package provided by Ministry of Community Safety and Correctional Services, the goal of a CSWB plan is to achieve the ideal state of a sustainable community where everyone is safe, has a sense of belonging, access to services and where individuals and families are able to meet their needs for education, health care, food, housing, income and social and cultural expression.

The CSWB plan will address local priorities through implementing programs/strategies in four areas (social development, prevention, risk intervention and incident response).

#### **ANALYSIS**

The development and adoption of CSWB plans, while mandated to municipalities, is enacted through legislation that governs police services boards and police operations. In addition, the Province has noted that there may be funding programs that can be accessed to develop the plan, albeit programs that are only available to police services boards. Given the above, the development of the plan will be resourced by both City staff (FutureSSM) and Police Services staff.

One of the initial steps to be completed is the creation and approval of an advisory committee whose minimum composition is set out in the legislation. It is staff's recommendation that instead of creating a new committee, Council authorize the existing Algoma Leadership Table (ALT) to act as the advisory committee. The current

Community Safety and Well-Being Plan

2020 02 03

Page 2.

membership of the ALT mirrors the requirements of the legislation and the ALT has formally agreed to fill this role on behalf of the City.

**FINANCIAL IMPLICATIONS**

The primary impact of developing this plan will involve staff time and resources that can be accommodated within current levels. As stated above there is the potential for funding programs available to Police Services Boards that may be used to offset/augment the development of the CSWB plan.

**STRATEGIC PLAN / POLICY IMPACT**

The development of a CSWB plan is aligned with the Community Development and Partnerships focus area of the corporate strategic plan as well as the Social Equity pillar of the FutureSSM community plan.

**RECOMMENDATION**

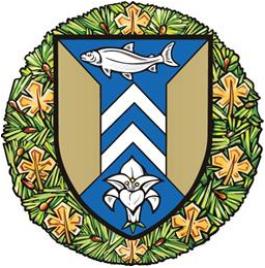
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Administrative Officer dated 2020 02 03 concerning Community Safety and Well-Being Plan be accepted and the recommendation that Council authorize the Algoma Leadership Table to act as the advisory committee for the development of the plan be approved.

Respectfully submitted,



Malcolm White  
Chief Administrative Officer  
705.759-5347  
[cao.white@cityssm.on.ca](mailto:cao.white@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

February 3, 2020

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

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** RFP – Fabrication, Delivery, & Installation of Wayfinding Signage

---

#### PURPOSE

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the fabrication, delivery & installation of Wayfinding Signage as required by Future SSM - Community Development & Enterprise Services. Staff is seeking Council approval of the Evaluation Committee's recommendation.

#### BACKGROUND

Future SSM and other City Staff are collaborating on the development of a comprehensive wayfinding strategy. As part of this strategy, the City's main entrance signs are proposed to be replaced with new trilingual signage that is consistent with the recently approved Community branding strategy. In addition, Staff will identify and place other wayfinding signage especially in the downtown with new signage consistent with the City's new brand. This RFP requested Proposals addressing signage as identified in the RFP previously awarded for the Development of a Wayfinding Strategy. Signage will be replaced with a phased-in approach as funding is approved

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on January 7, 2020.

#### ANALYSIS

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

Compass Imaging Group & Sign Systems, Sault Ste. Marie, ON  
Hansen Signs, Moncton, NB  
Image360, Traverse city, MI

## Fabrication, Delivery, & Installation of Wayfinding Signage

2020 02 03

Page 2

The proposals received have been evaluated by a committee comprised of Staff from Future SSM & Planning – Community Development & Enterprise Services; Staff from Public Works – Public Works and Engineering Services; and Staff from the Purchasing Division – Corporate Services.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Hansen Signs of Moncton, NB. Hansen Signs has previously been awarded contracts for wayfinding signage for other communities. Installation of the wayfinding signage will be undertaken by Superior 7 Advertising of Sault Ste. Marie, ON.

### **FINANCIAL IMPLICATIONS**

Hansen Signs has proposed a cost of approximately \$126,500.00 including the non-rebatable portion of the HST for the initial deployment of four (4) boundary signs and twenty-eight (28) smaller signs. This cost will be covered under the terms of a MOU with Destination Northern Ontario previously approved by Council at its October 22, 2019 meeting - \$50,000 from the city leveraged to \$150,000 from the funding partners.

Replacement of further signage will be subject to securing of additional approved funding likely over a three (3) year period. Firm pricing for 2020 has been proposed allowing for price adjustments in future years by mutual agreement.

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

Upgrades to the City's Wayfinding Signage aligns with Creation of Social & Economic Activity as listed in the Community Development & Partnerships focus area of the Corporate Strategic Plan.

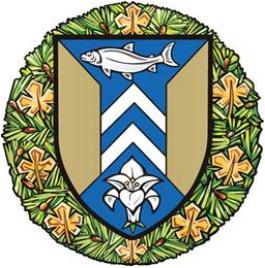
### **RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2020 02 03 be received and the recommendation that the proposal submitted by Hansen Signs of Moncton, NB be approved, at a proposed initial cost of approximately \$124,250.00 plus HST.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)



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

### COUNCIL REPORT

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Tim Gowans, Manager of Purchasing  
**DEPARTMENT:** Finance Department  
**RE:** RFP – Security Services - Seasonal

---

#### PURPOSE

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of Seasonal Security Services for the City of Sault Ste. Marie for the three (3) year period commencing March 2, 2020 (with the option for up to two (2) additional years by mutual agreement), as required by various City Departments, mainly for security at the City Parks, Rinks, Marinas, Waterfront, and Works Centre. Staff is seeking Council approval of the Evaluation Committee's recommendation.

#### BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on January 6, 2020.

#### ANALYSIS

Proposals from six (6) Proponents were received prior to the closing date:

Canadian Corps of Commissionaires, Ottawa, ON  
G4S Secure Solutions, Sudbury, ON  
KC Security Services, Sault Ste. Marie, ON  
Neptune Security Services, Mississauga, ON  
NORPRO Company, Sault Ste. Marie, ON  
North East Regional Security Services, Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of staff from Community Services - CDES; Parks-Public Works - PWES; and Purchasing-Finance – Corporate Services.

Provision of Employee Benefits

2020 02 03

Page 2

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is North East Regional Security Services of Sault Ste. Marie, ON. North East Regional Security Services presently provides security services at the GFL Memorial Gardens and the City Bus Terminal.

**FINANCIAL IMPLICATIONS**

Based on the estimated requirements for Seasonal Security Services that will be required, the cost for these services, as proposed by North East Regional Security Services, will be approximately \$150,650.00 plus HST for the first year. Sufficient funds have been budgeted within various Public Works & Transportation and Community Services accounts. Firm pricing schedules have been provided for the three years of the Contract, plus extension for two additional years by mutual consent.

**STRATEGIC PLAN / POLICY IMPACT**

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

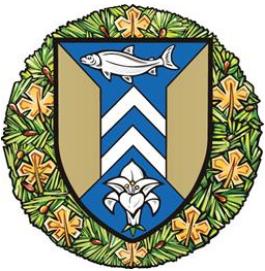
**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2020 02 03 be received and the recommendation that the Proposal submitted by North East Regional Security Services of Sault Ste. Marie, ON for the provision of Seasonal Security Services, as required by various City Departments, be approved; for the three (3) year period commencing March 2, 2020 (with the option for up to two (2) additional years by mutual agreement); be approved.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@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

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Tim Gowans, Manager of Purchasing  
**DEPARTMENT:** Finance Department  
**RE:** Certified Rebuild of Caterpillar D6T Bulldozer

---

#### PURPOSE

Attached hereto for your information and consideration is a recommendation that Council approve sole sourcing of a complete Caterpillar Certified Rebuild of the Caterpillar D6T bulldozer in use at the Municipal Landfill, as required by Public Works & Engineering Services. Staff is seeking Council approval of the report recommendation.

#### BACKGROUND

The Caterpillar D6T bulldozer in use at the Landfill was delivered and put into service in 2007. The bulldozer is equipped with a large blade that is used to cover refuse daily as mandated.

Public Works reports that this machine is in need of an overhaul to keep it running efficiently for the next five to seven years. The hour meter presently indicates approximately 14,000 hours of usage since delivery. The undercarriage of the bulldozer was rebuilt about three years ago (at approximately 11,500 hours of usage). This partial rebuild was intended to provide reliable service for approximately 3,000 to 3,500 hours of service.

#### ANALYSIS

The estimated purchase price of a new Caterpillar D6T bulldozer is \$700,000. A certified rebuild will return the existing machine to like-new condition and is expected to realize a savings of approximately 10-15% over the useful life versus purchasing new. Other factors such as the half-life point for this machine, accessibility to local parts and maintenance; and our confidence that this equipment has done well in the harsh landfill environment were also considered by Public Works in their assessment. Based upon the analysis Public Works recommends the rebuild option.

Certified Rebuild of Caterpillar D6T Bulldozer

2020 02 03

Page 2

Toromont CAT is the local Caterpillar Dealer. A Caterpillar Certified Rebuild can only be performed by a Caterpillar Dealer. Sole Sourcing in this instance is in compliance with the Purchasing By-law as there is an absence of competition for technical reasons and the Service can only be supplied by a particular Supplier.

The rebuild will include replacement of the engine, radiator, transmission, final drives complete undercarriage, pivot shaft & equalizer bar, cab headliner, seat, seatbelt and floormat; and recertification of the fire suppression system. A new 3-year, 5,000-hour warranty will be provided. During the rebuild process which will take approximately 9 weeks to complete, a replacement machine will be supplied for the City's use.

#### **FINANCIAL IMPLICATIONS**

During the 2020 Budget deliberations, Council approved the allocation of \$705,000.00 from the Landfill Reserve for this equipment.

A quotation of \$529,926.80 plus HST for the Certified Rebuild has been submitted by Toromont CAT. This will result in a total expenditure of \$539,253.51 including the non-rebatable portion of the HST. This amount can be accommodated from within the Reserve Allocation.

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

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

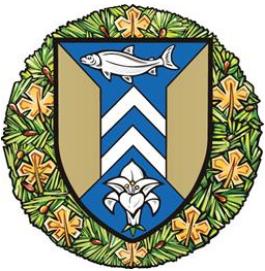
#### **RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2020 02 03 be received and the recommendation of the acceptance of the quotation submitted by Toromont CAT in the amount of \$529,926.80 plus HST for the Caterpillar Certified Rebuild of the Caterpillar D6T bulldozer in use at the Municipal Landfill, on a sole source basis, be approved.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@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

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Peter Niro, Director of Human Resources  
**DEPARTMENT:** Corporate Services  
**RE:** RFP Benefit Carriers

---

#### PURPOSE

The purpose of this report is to add context to the Manager of Purchasing's report regarding the RFP process for benefit carriers found elsewhere in the agenda. This report is also intended to support the recommendations of the Manager of Purchasing.

#### BACKGROUND

In August of 2019, the City issued a call for proposals with regard to benefit providers. It has been over a decade since the City last went to market and, with assistance from the City's procurement division, we were able to complete the RFP process.

#### ANALYSIS

The RFP process enabled the City to:

- identify potential cost savings
- improve cost control through lower administration charges
- seek improved claims adjudication
- initiate a review of underwriting, cash flow and financing mechanisms

Seventeen (17) insurers received the RFP. Four (4) companies responded to the RFP.

An evaluation committee consisting of the Director of Human Resources, Benefits Coordinator, Human Resources Assistant, and Manager of Accounting, with assistance from Mr. Joe McDonald, Benefit Consultant – Schuster Boyd McDonald Inc., reviewed the proposals. The committee short-listed the proponents using a scoring process that assessed against multiple factors including:

- Charges/Fees - Administrative, Health & Dental (Hospital, Dental, HCSA, Travel), and LTD, STD, AD&D, and Life Insurance
- Provision of a \$25,000 “stop loss” and charges for the “stop loss”
- Underwriting of *Out of Country* Coverage
- Method of Billing

- Online capabilities (i.e., enrolment, reports and subscriber information)
- Claim Handling Procedures (i.e. pay directs; life insurance payment following employee death; etc.)
- Claim Adjudication (i.e., claim audits)
- Ability to match identified *Benefit Specifications*

GreenShield Canada, the City's current health & dental benefit provider, scored highest and was identified as the successful proponent to continue to provide health & dental benefits. GreenShield has provided the City with excellent service and their proposal provided the best rates of all four providers.

Two companies were short-listed for LTD, STD, AD&D, and Life Insurance coverage:

1. Great West Life (rebranding as CanadaLife) – City's current provider
2. ManuLife

Presentations to the evaluation committee took place on November 21, 2019. In attendance were the Director of Human Resources, Benefits Coordinator, Human Resources Assistant, RTW Coordinator, and Labour Relations Coordinator. The committee assessed the proponents and scored against the factors used in the initial screening as well as:

- Customer Service Levels/Communication
- Reserve Funds
- Claims Adjudication timelines
- Flexibility with Forms (arbitrated forms)

Manulife scored highest and was identified as the successful proponent for the Disability and Life Insurance carrier for the City, inclusive of Police and Library. Specifically, Manulife was the superior proposal under the following factors:

- Administrative Charge Guarantee: 3 years
- Lower Monthly Charges
- Preferred Level of Service (Dedicated Team, Commitment to Scheduled Meetings via phone/conference/in-person)
- Claims Adjudication/Auditing
- Flexibility with forms (if required)
- Enhanced Online Claims Process

## **FINANCIAL IMPLICATIONS**

The City expects to realize savings through expedited claim adjudication and enhanced customer support (including electronic forms completion and other on-line data tools to

RFP Benefits

2020 02 03

Page 3.

assist with cost trends and analysis). Further, while premiums for ManuLife's Disability, Life and AD&D benefit coverage are lower than our current provider, the City must utilize these "savings" to build required reserves for future claims.

**STRATEGIC PLAN / POLICY IMPACT**

This matter is linked to the Fiscal Responsibility value of the strategic plan.

**RECOMMENDATION**

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

Resolved that the report of the Director of Human Resources dated 2020 02 03 concerning RFP Benefit Carriers be received as information.

Respectfully submitted,

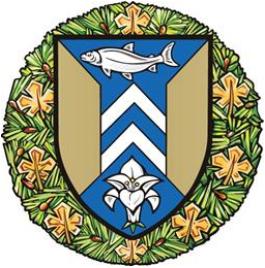


Peter Niro

Director of Human Resources

705.7595366

[p.niro@cityssm.on.ca](mailto:p.niro@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

February 3, 2020

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

**AUTHOR:** **Tim Gowans, Manager of Purchasing**

**DEPARTMENT:** **Finance Department**

**RE:** **RFP – Provision of Employee Benefits**

---

#### **PURPOSE**

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of Employee Benefits for the Corporation of the City of Sault Ste. Marie (the City) as required by Human Resources - Corporate Services. Staff is seeking Council approval of the Evaluation Committee's recommendation.

#### **BACKGROUND**

The City requires an insurance company or companies to provide its employee benefits programs. Benefits are provided to 30+ Plan Divisions including 15 Bargaining Groups; serving approximately 940 Active Employees and 330 Retirees. Benefits provided include Health & Dental Coverages; and Disability & Life Insurance Coverages.

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on September 11, 2020. The RFP allowed for the selection of one or more Proponents to provide the required benefits.

#### **ANALYSIS**

Proposals from four (4) Proponents were received prior to the closing date:

Greenshield Canada; Toronto ON

Manulife, North York, ON

SSQ Insurance, Toronto, ON

The Great West Life Assurance Company; Toronto, ON

The proposals received have been evaluated by a committee comprised of the Director of Human Resources – Corporate Services; and Staff from the Human Resources, & Finance Departments – Corporate Services.

Provision of Employee Benefits

2020 02 03

Page 2

The Proposals received were evaluated based on pre-determined criteria; as well as in-person interviews as required.

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process for provision of Health & Dental Coverages is Greenshield Canada of Toronto, ON; and for provision of Disability & Life Insurance Coverages is Manulife of North York, ON. Greenshield Canada and Manulife are well recognized established firms offering Employee Benefit Coverages in Ontario and elsewhere. Greenshield Canada presently provides Health & Dental Coverages for employees of the City.

**FINANCIAL IMPLICATIONS**

Including Police Services and the Public Library, the total administration cost of the Health & Dental Coverages portion of the Employee Benefits plan is approximately \$600,000 annually; while the provision of Disability & Life Insurance benefits averages \$1,300,000 annually.

The rates proposed by the recommended proponents are similar to the current rates, and therefore no incremental cost to the City is projected.

**STRATEGIC PLAN / POLICY IMPACT**

Provision of Employee Benefits is linked to the Service Delivery Area of the Corporate Strategic Plan and aligns with the City's values to Respect, Engage and Value Employees which maintaining Fiscal Responsibility.

**RECOMMENDATION**

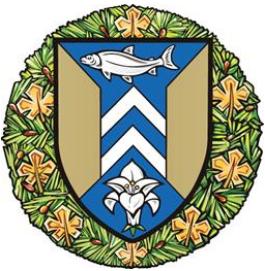
Resolved that the report of the Manager of Purchasing dated 2020 02 03 be received and the recommendation that the proposal submitted by Greenshield Canada of Toronto, ON for the provision of Health & Dental Benefits for Employees; and by Manulife of North York, ON for the provision of Disability & Life Insurance Benefits; for the seven (7) year period commencing May 1, 2020; be approved.

By-laws authorizing signature of Agreements with Greenshield Canada and Manulife will appear on a future Council Agenda.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@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

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Brent Lamming, Director of Community Services  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** Videoboard – Score Clock GFL Memorial Gardens

---

#### **PURPOSE**

The purpose of this report is to provide further information to Council with respect to the recommended proponent that will be providing and installing a new videoboard for the GFL Memorial Gardens. Upfront project costs will be fully funded by the Soo Greyhounds (“the Club”).

#### **BACKGROUND**

A report was brought to Council on October 7, 2019 where the following resolution was passed:

Resolved that the report of the Director of Community Services dated 2019 10 07 concerning Videoboard – Score Clock GFL Memorial Gardens be received and that staff be directed to:

1. Obtain a structural analysis report (at the cost of the Soo Greyhounds);
2. Issue a request for proposal for procurement and installation of a new videoboard (at the cost of the Soo Greyhounds);
3. Enter into negotiations with the Soo Greyhounds for a new 10-year lease agreement of the videoboard

A lease agreement and authorizing by-law will appear on a future Agenda for Council approval.

**Carried**

#### **ANALYSIS**

City staff and the President and Governor of the Soo Greyhounds have conducted an RFP and are recommending OES Scoreboards (OES) as the provider and installer of a Videoboard for the GFL Memorial Gardens (see Purchasing’s report elsewhere on the agenda).

## Videoboard – Score Clock GFL Memorial Gardens

2020 02 03

Page 2.

OES Scoreboards is an ISO registered company having been in business since 1980, headquartered in London ON with 19 locations worldwide. Having over 100 employees serving the following industries: Scoreboards, LED Video, Automotive, Aerospace, Computer/Electronics, Environmental, Healthcare, Defense.

OES Scoreboards has a long history of partnering with schools and facilities across North America to bring their Pro sports experience to venues. As we look to modernize the GFL Memorial Gardens, captivating the viewing experience of an OES LED video display will add a new level of excitement to events at the facility and draw everyone watching into the action moment by moment. It will increase fan engagement and return on investment through crowd prompts and multiple sponsorship opportunities displayed in multiple ways on the LED displays.

OES's process engineering experience supports world-class, in-house automated manufacturing, assembly, and test processes, ensuring a quality product and consistent time to market. Its comprehensive Quality Management System is an integral part of the entire organization.

OES is a well recognized brand throughout North America and is one of a few scoreboard companies approved for scoring and timing for the NBA, NHL, CFL, MLS and MLB:



They have a strong reputation and are proud supporters of WHL, OHL, QMJHL and are leaders in providing OES scoring and timing solutions.

### **Canadian Hockey League Venues**

- OHL            45% of league venues
  - Barrie (2018), Sarnia (2017), London (2010) to name a few
- WHL            45% of league venues
- QMJHL        38% of league venues

A picture of the videoboard that is being purchased can be found in Appendix A. The main components are detailed here:

#### **Main Display**

This will be the primary active region of the centre-hung scoreboard. This region is typically used for live video, crowd prompts, sponsorships and virtual scoring. The content management software will allow for a variety of configurable options customized to enhance fan engagement.

#### **Upper and Lower rings**

These secondary regions of the centre-hung scoreboard allow for the showcasing of high value sponsors. Additionally, these can be utilized for virtual scoring. The content management software will allow for a variety of configurable options customized for fan engagement.

#### **Corner panels**

Options have been provided for both static corner sponsorship panels and LED based corner displays. LED based corner displays provide enhanced sponsorship opportunities through the ability to customize content and increase ROI.

#### **Lower skrim**

A lower vinyl skrim provides additional sponsorship and or branding opportunities.

#### **Content Management Software**

Motion Rocket content management software has been included in the proposal. This software package provides full control of all LED displays and provides an easy to use interface to drive dynamic content. Individual displays can be controlled independently or in unison. Live video, animations, and sponsorships can all be easily orchestrated providing both dynamic sponsorship opportunities and a high degree of fan engagement.

As part of the procurement process, an Auxiliary clock is included in the total purchase price and will be installed for recreational programming.

Staff and the Club have decided that installation of the new videoboard will occur at the completion of the 2019-2020 season to have in place for the beginning of the 2020-2021 season.

### **FINANCIAL IMPLICATIONS**

The total purchase price including installation and supporting infrastructure amounts to approximately \$560,000.

Maintenance costs are anticipated to be accommodated within the existing budget given this will be a newer unit.

The videoboard will be operated by the Club therefore no incremental operating costs are anticipated.

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

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Developing Partnerships with our Key Stakeholders and collaboration with community partners, which is essential to our success.
- Improves Quality of Life by supporting recreation and culture.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

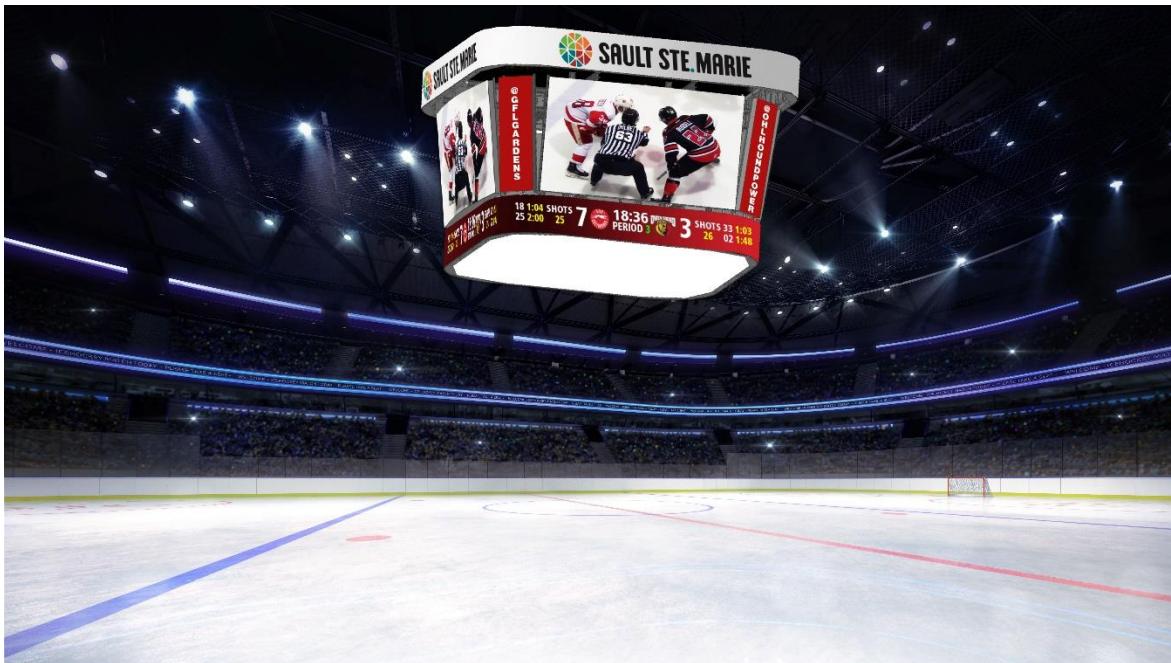
Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2020 02 03 be received, as information.

Respectfully submitted,



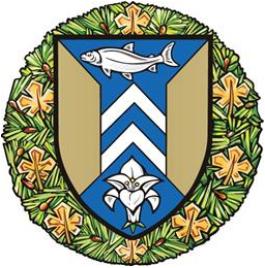
Brent Lamming, PFP, CPA, CMA  
Director, Community Services  
Community Development & Enterprise Services  
(705)759-5314  
[b.lamming@cityssm.on.ca](mailto:b.lamming@cityssm.on.ca)

## Appendix A – New Videoboard for the GFL Memorial Gardens



### Features

- 6 mm pitch main LED screen (3.84 m wide by 2.16 m high)
- 6 mm pitch upper LED video ring (23.04 m wide by 0.72 m high)
- 6 mm pitch lower LED video ring (19.2 m wide by 0.72 m high)
- 6 mm pitch corner LED displays (0.72 m wide by 2.16 m high)
- Lower vinyl skrim



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

### C O U N C I L   R E P O R T

February 3, 2020

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

**AUTHOR:** **Tim Gowans, Manager of Purchasing**

**DEPARTMENT:** **Finance Department**

**RE:** **RFP – Video Scoreboard – GFL Memorial Gardens**

---

#### **PURPOSE**

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of replacement of the Video Scoreboard at the GFL Memorial Gardens, as required by Community Services - Community Development & Enterprise Services. Staff is seeking Council approval of the Evaluation Committee's recommendation.

#### **BACKGROUND**

At the October 7, 2019 Council Meeting, a resolution was passed granting approval for Staff to move forward with issuing a Request for Proposal (RFP) for replacement of the Video Scoreboard at the GFL Memorial Gardens. The Soo Greyhounds (the Club) would fund 100% of the upfront costs. The City would maintain ownership of the new scoreboard; and would forgo its 10% of the Advertising Revenue derived from the scoreboard for a 10-year timeframe.

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on January 3, 2020.

#### **ANALYSIS**

Proposals from eight (8) Proponents were received prior to the closing date:

Daktronics Canada Inc.; Terrebonne, QC

Design Electronics, Niagara Falls, ON

Harris Time Inc., Oakville, ON

Libertevision Ontario, Inc.; Melancthon, ON

OES Inc.; London, ON

Paul S. Leskew & Associates Inc. (Nevco); Orillia, ON

Prismview, LLC (Samsung); Logan, UT

Watchfire Signs; Danville, IL

The proposals received have been evaluated by a committee comprised of the Director of Community Services; the President & Governor of the Soo Greyhounds Hockey Club; Staff from Community Services – Community Development & Enterprise Services; Staff from the City's Legal Department and Staff from the Purchasing Division – Corporate Services.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is OES Inc. of London, ON. OES Inc. is a well recognized brand throughout North America and has provided scoreboards for professional and amateur sports. OES Scoreboards appear in 45% of OHL venues.

A report of the Director of Community Services concerning the new videoboard appears elsewhere on the Council Agenda for your information.

#### **FINANCIAL IMPLICATIONS**

OES Inc. has proposed a cost of approximately \$560,000 for the supply and installation of the new Video Scoreboard and associated accessories. The upfront cost of the scoreboard and accessories will be funded by the Greyhounds; with ongoing maintenance costs to be accommodated from within the GFL Memorial Gardens operating accounts.

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

This upgrade is linked to Delivery of New Infrastructure as listed in the Infrastructure Focus Area of the Corporate Strategic Plan and aligns with City's commitment to Delivering Excellent Customer Service.

#### **RECOMMENDATION**

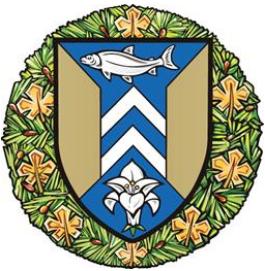
Resolved that the report of the Manager of Purchasing dated 2020 02 03 be received and the recommendation that the proposal submitted by OES Inc. of London, ON for supply and installation of a Video Scoreboard be approved, at a proposed cost of approximately \$560,000.

By-law 2020-55 authorizing signature of an Agreement with the Soo Greyhounds Hockey Club concerning this matter appears elsewhere on the Council Agenda.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)



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

### COUNCIL REPORT

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Madison Zuppa, Deputy City Clerk  
**DEPARTMENT:** Corporate Services  
**RE:** Boards and Committees Appointments

---

#### PURPOSE

The purpose of this report is to request that Council approve the addition of the Deputy CAO, Community Development and Enterprise Services to the Boards and Committees Nominating Committee.

#### BACKGROUND

On December 2, 2019 City Council passed a resolution:

*Resolved that the report of the Chief Administrative Officer dated 2019 12 02 be received and that Council approve a new model for tourism and economic development.*

*Further that Council authorize staff to create a new, tourism non-share capital corporation and solicit applications for Board members which will be returned to Council for approval.*

*Further that staff work with the Sault Ste. Marie Economic Development Corporation Board to support the transition to its new mandate and solicit applications for vacant seats on the Board of Directors which will be returned to Council for approval.*

*Further that Council approve the migration of economic development and tourism staff to the City within Community Development and Enterprise Services.*

A call for Tourism Board members was released on January 16, 2020 closing on February 7, 2020.

#### ANALYSIS

After the call closes the Nominating Committee will convene to review applications and make recommendations to Council. Given the addition of the Tourism Board and Economic Development Board to the appointments process, staff are recommending that Deputy CAO, Community Development and Enterprise Services be added to the Boards and Committees Nominating Committee.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STRATEGIC PLAN / POLICY IMPACT**

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

The addition of the Deputy CAO, Community Development and Enterprise Services to the Boards and Committees Nominating Committee will require amendments to Schedule A of By-law 2013-100 Council Procedure.

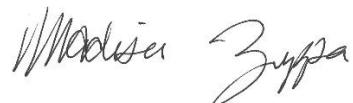
**RECOMMENDATION**

It is therefore recommended that Council take the following action:

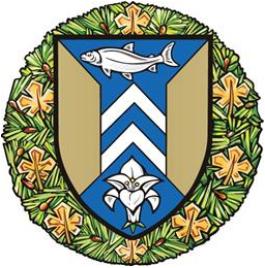
Resolved that the report of the Deputy City Clerk dated 2020 02 03 concerning Boards and Committees Appointments be received and that the Deputy CAO, Community Development and Enterprise Services be added to the Boards and Committees Nominating Committee.

The relevant By-law 2020-54 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Madison Zuppa  
Deputy City Clerk  
705.759.5392  
[m.zuppa@cityssm.on.ca](mailto:m.zuppa@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

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Virginia McLeod, Manager of Recreation and Culture  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** 2020 Cultural Financial Assistance Grants

---

#### **PURPOSE**

This report provides recommendations to City Council from the Cultural Advisory Board for the distribution of the Cultural Financial Assistance Grants for 2020.

#### **BACKGROUND**

In the past City Council allotted \$53,900 for financial assistance grants to the cultural community. An additional \$50,000 in operating funding has been provided to support arts and culture grants in 2020. The funds have been divided into two streams and an additional \$21,100 has been allocated to the Cultural Financial Assistance Grants providing a total of \$75,000.

The remaining funds totalling \$28,900 are proposed to be allocated to a newly developed festivals and events funding stream which will be coming to City Council for approval in association with a new Community Development Fund that modernizes a number of granting programs.

The Cultural Advisory Board on behalf of City Council evaluates the applications for the Cultural Financial Assistance grants against the criteria in the City's Cultural Financial Assistance Policy and makes a recommendation to City Council for the distribution of the grant funds.

#### **ANALYSIS**

The Cultural Advisory Board received twenty-six (26) applications for assistance in 2020 totaling \$279,268.40, which increased from fifteen (15) applications in 2019 totaling \$114,137. The members of the Cultural Advisory Board met on Wednesday, January 22 and Monday January 27, 2020 and reviewed the applications for the Cultural Financial Assistance Grants. The Cultural Advisory Board passed the following resolution:

2020 Cultural Financial Assistance

2020 02 03

Page 2.

Moved by: S. Meades

Seconded by: H. Bot

“Resolved that the Cultural Advisory Board endorse the organizations for grants under the Cultural Financial Assistance Program as recommended in the attached list and that a report be submitted to City Council for consideration and approval.”

CARRIED

Appended to the report is the list of applicants and the recommended grants for 2020.

#### **FINANCIAL IMPLICATIONS**

An amount of \$75,000 is included in the City's operating budget for the purpose of financial assistance as per the City's Cultural Policy on providing arms-length funding of culture.

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

This item supports the Corporate Strategic Plans Focus Area: Quality of Life – Promote and Support Arts and Culture.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2020 02 03 concerning the 2020 Cultural Financial Assistance Grants be received and that the recommendation of the Cultural Advisory Board to allocate the budget \$75,000 in the following amounts be approved:

1. 180 Projects - \$3,000
2. African Caribbean Canadian Association of Northern Ontario - \$2,000
3. Algoma Art Society - \$2,000
4. Algoma Arts Festival Association – \$2,000
5. Algoma Conservatory of Music – \$3,500
6. Algoma Festival Choir – \$5,000
7. Algoma Weaver’s Guild - \$2,000
8. Arts Council of Sault Ste. Marie and District – \$15,000
9. Batchewana First Nation - \$4,500
10. Congregation Beth Jacob - \$2,000
11. In Your Eyes Projects - \$1,000
12. Living History Algoma (Algoma 1812) - \$3000
13. Over the Rainbow Children’s Entertainment - \$3,500
14. Sault Symphony Association - \$2,000
15. Sault Theatre Workshop - \$2,500
16. Shadows of the Mind Film Festival - \$4,000

2020 Cultural Financial Assistance

2020 02 03

Page 3.

17. The ArtSpeaks Project - \$5,000
18. The Sault Blues Society - \$2,000
19. The Sault Community Theatre Centre - \$4,300
20. Theatre Ontario Festival 2020 - \$2,000
21. Thinking Rock Community Arts - \$4,700"

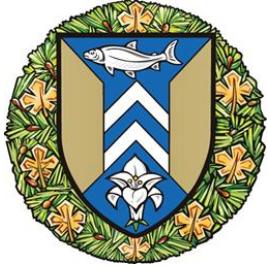
Respectfully submitted,



Virginia McLeod  
Manager of Recreation and Culture  
705.759.5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)

## Cultural Financial Assistance Grants 2020

Organization	2020 Ask	2020 Award
A. 180 Projects	\$ 7,500.00	\$ 3,000.00
B. African Caribbean Canadian Assoc. of Northern Ontario (ACCANO)	\$ 3,000.00	\$ 2,000.00
C. Algoma Art Society	\$ 2,333.45	\$ 2,000.00
D. Algoma Arts Festival Association	\$ 7,500.00	\$ 2,000.00
E. Algoma Conservatory of Music	\$ 14,500.00	\$ 3,500.00
F. Algoma Festival Choir	\$ 8,000.00	\$ 5,000.00
G. Algoma Weaver's Guild	\$ 2,500.00	\$ 2,000.00
H. Arts Council of Sault Ste. Marie and Districts	\$ 35,000.00	\$ 15,000.00
I. Batchewana First Nation	\$ 15,000.00	\$ 4,500.00
J. Burning Wild	\$ 1,000.00	\$ -
K. Congregation Beth Jacob	\$ 7,000.00	\$ 2,000.00
L. In Your Eyes Projects	\$ 3,017.00	\$ 1,000.00
M. Living History Algoma (Algoma 1812)	\$ 8,000.00	\$ 3,000.00
N. Over the Rainbow Children's Entertainment Series	\$ 5,000.00	\$ 3,500.00
O. Sault Ste. Marie Chamber of Commerce	\$ 4,000.00	\$ -
P. Sault Ste. Marie Insectarium	\$ 20,000.00	\$ -
Q. Sault Symphony Association	\$ 7,000.00	\$ 2,000.00
R. Sault Theatre Workshop	\$ 5,000.00	\$ 2,500.00
S. Shadows of the Mind Film Festival	\$ 5,000.00	\$ 4,000.00
T. Soo Film Festival/ Trish Rainone	\$ 26,965.00	\$ -
U. The ArtSpeaks Project	\$ 12,652.95	\$ 5,000.00
V. The Sault Blues Society	\$ 5,000.00	\$ 2,000.00
W. The Sault Community Theatre Centre	\$ 6,300.00	\$ 4,300.00
X. Theatre Ontario Festival 2020	\$ 8,000.00	\$ 2,000.00
Y. Thinking Rock Community Arts	\$ 10,000.00	\$ 4,700.00
Z. Fringe North International Theatre Festival	\$ 50,000.00	\$ -
<b>TOTAL</b>	<b>\$ 279,268.40</b>	<b>\$ 75,000.00</b>



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

### C O U N C I L   R E P O R T

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Nicole Maione, Manager of Transit & Parking  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** Municipal Law & By-Law Enforcement Officers

---

#### **PURPOSE**

The purpose of this report is to update By-law 90-305, which appoints municipal law enforcement officers, and to update By-law 93-165 which appoints municipal by-law enforcement officers.

#### **BACKGROUND**

By-Law 90-305 is a By-law appointing municipal law enforcement officers and is amended from time to time. By-law 93-165 is a By-law appointing municipal by-law enforcement officers and is amended from time to time.

#### **ANALYSIS**

Not applicable.

#### **FINANCIAL IMPLICATIONS**

There is no budgetary impact.

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

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

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

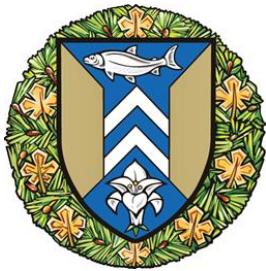
By-law 2020-52 appears elsewhere on the Agenda and is recommended for approval.

By-law 2020-53 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Nicole Maione  
Manager of Transit and Parking  
705.759.5434  
[n.maione@cityssm.on.ca](mailto:n.maione@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

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Kathy Fisher, Curator  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** Rural Economic Development Program Application - ECNHS

---

#### PURPOSE

This is a request for Council's approval to research and apply for the Rural Economic Development Program – Strategic Economic Infrastructure Stream – for the Ermatinger Old Stone House capital asset management and rehabilitation of the cultural heritage attraction.

#### BACKGROUND

The Rural Economic Development program (RED), through the *Strategic Economic Infrastructure Stream*, offers applicants up to 30% of eligible project costs. This Provincial funding program assists in rehabilitation of cultural, heritage and / or tourism attractions. Restoration of a historical building meets the criteria.

Council approved \$143,000 out of the Asset Management Reserve during the 2019 budget deliberations, and it is this allocation that will guarantee the municipal financial commitment for this program application.

The Historic Sites Board is aware of the RED program and the City's efforts to research and apply for funding for the asset management of:

- Restoration of the four (4) chimneys on the Old Stone House – Masonry Work
- Restoration of the windows of the Old Stone House
- Restoration of the portico and front steps
- Restoration and waterproofing of the foundation / basement and portico steps of the Old Stone House.

#### ANALYSIS

A preliminary report has been completed by STEM Engineering regarding the maintenance needs of the Ermatinger•Clergue National Historic Site, in conjunction with the reports prepared for the Municipal Asset Management

program, in order to substantiate the restoration required and estimated cost analysis.

### **FINANCIAL IMPLICATIONS**

Council approved \$143,000 out of the Asset Management Reserve during the 2019 budget deliberations for the following projects:

• Old Stone House windows	\$60,000
• Old Stone House basement	\$75,000
• Old Stone House chimneys	<u>\$ 8,000</u>
Total approval:	\$143,000

In order to assist with the capital costs of the restoration project the City is applying for grants to help offset the costs.

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

The Historic Sites Board of Council has a strategic plan in which restoration projects continue to be a goal in order to maintain the integrity of the National Historic Site. The plan ensures the maintenance of the heritage buildings, grounds and newer Heritage Discovery Centre, in order to remain a viable tourism attraction and continue with its mandate of stewardship of the Museum.

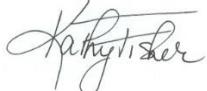
The Ermatinger•Clergue National Historic Site aligns within the Cultural pillar and policy within the Municipal plan.

### **RECOMMENDATION**

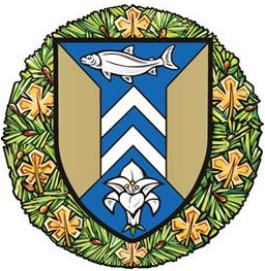
It is therefore recommended that Council take the following action:

"That the report of the Curator of the Ermatinger•Clergue National Historic Site dated 2020 02 03, concerning the Rural Economic Development program be received and that the request of the Historic Sites Board to submit an application be approved."

Respectfully submitted,



Kathy Fisher, Curator  
Ermatinger•Clergue  
National Historic Site  
705.759.5443  
[k.fisher@cityssm.on.ca](mailto:k.fisher@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

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Kathy Fisher, Curator ECNHS  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** Firearms By-law Exemption Ermatinger•Clergue National Historic Site

---

#### **PURPOSE**

This is a request for Council's approval to allow exemptions to the current firearms regulation. These exemptions would permit the staff and volunteers of the Ermatinger•Clergue National Historic Site (ECNHS) to carry out period re-enactments (black powder musters and cannon firing), during operations and special events on the ECNHS grounds.

#### **BACKGROUND**

This year May to mid-December, the staff and volunteers of the ECNHS will be hosting a number of special events at the site, including the Poutine Feast, 150<sup>th</sup> of the Chicora Incident & 125<sup>th</sup> of the Sault Canal, Fall Rendezvous and Culture Days. At these events, re-enactors from the Royal Newfoundland Regiment and the Coureur Du Bois II demonstrate the loading and firing of militia muskets and cannon (black powder shooting).

A temporary exemption of firearms regulation 2008-168, regulation R.1.2.6 is requested from May 1, 2020 to December 5, 2020.

#### **ANALYSIS**

The Historic Sites Board is supportive of this application to City Council for the annual exemption for the purposes of the discharge of historic firearms within the City limits at the Ermatinger•Clergue National Historic Site, and the Sault Canal.

The Historic Sites Board passed a resolution approving the application to Council, at their January 15, 2020 Board meeting.

Due to the nature of our National Historic Site, the re-enactors are contacted to be part of our interpretation on a regular basis – sometimes with little-to-no lead-time, and they are most willing to join our re-enactments and programs.

**FINANCIAL IMPLICATIONS**

There is no financial impact to the City with regards to this matter.

**STRATEGIC PLAN / POLICY IMPACT**

This matter is not specifically identified, however, is linked to the plan through aiding the City in developing a rich Cultural and Heritage Site with living history interpretation.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

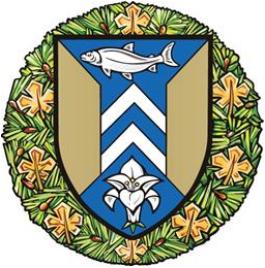
“That the report of the Curator of the Ermatinger•Clergue National Historic Site be received and that the request of the Historic Sites Board for a temporary exemption of firearms regulation 2008-168, regulation R.1.2.6 from May 1, 2020 to December 5, 2020 be approved.”

“The relevant By-law 2020-38 is listed elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



Kathy Fisher, Curator  
Ermatinger•Clergue National Historic Site  
705.759.5443  
[k.fisher@cityssm.on.ca](mailto:k.fisher@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

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Carl Rumiel, Manager of Design and Transportation Engineering  
**DEPARTMENT:** Public Works and Engineering Services  
**RE:** Northern Avenue Improvements – Consultant Selection

---

#### PURPOSE

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services for the design and contract administration of the Northern Avenue Improvements.

#### BACKGROUND

At the 2019 09 23 meeting, Council accepted, as information, the 2020 Capital Roads Program which includes this project. The scope of work for this project includes resurfacing, conversion of Northern Avenue to three lanes between North Street and Pine Street and construction of a sidewalk on the south side of Northern Avenue between Reid Street and North Street.

#### ANALYSIS

In accordance with our procurement policy for retaining consultants, a Request for Proposal was sent to engineering consultants that are on the City's current Vendor of Record list for the Linear Municipal Infrastructure category. The City received proposals from the following firms:

- WSP
- AECOM
- Tulloch Engineering
- Kresin Engineering Corporation

All proposals were reviewed by engineering staff, which followed a detailed scoring system that considered consulting team, detailed methodology, schedule and fees.

Based on staff's review, it is recommended that this work be awarded to Kresin Engineering Corporation.

### **FINANCIAL IMPLICATIONS**

Kresin's fee estimate included in their proposal submission is \$88,700 excluding HST. Based on the contents of their proposal, the Engineering Division will work with Kresin to develop an engineering agreement that will be brought to Council at a later meeting.

Kresin's engineering fees can be covered within the approved 2020 Capital Budget allocation for this project. After this construction project is tendered, staff will recommend contract award and present the overall project budget to Council for approval.

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

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

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

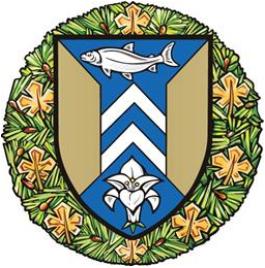
Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 03 concerning the Northern Avenue Improvements Consultant Selection be received, and that Council authorize entering into an agreement for engineering services with Kresin Engineering Corporation.

An individual engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

Respectfully submitted,



Carl Rumiell, P. Eng.  
Manager of Design and Transportation  
Engineering  
705.759.5379  
[c.rumiell@cityssm.on.ca](mailto:c.rumiell@cityssm.on.ca)



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

## COUNCIL REPORT

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Karen Fields, City Solicitor  
**DEPARTMENT:** Legal Department  
**RE:** Court Security and Prisoner Transportation Agreement 2020

---

### PURPOSE

The purpose of this report is to seek Council's approval to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services for funding for court security and prisoner transport until December 31, 2020.

### BACKGROUND

The current agreement with the Ministry expired on December 31, 2019. The funding agreement with the Province has been in place since 2012. The City provides the province with its Court security and prisoner transportation costs and the Province allocates funds accordingly.

### ANALYSIS

The new agreement continues on the same terms as the previous agreements. The City through Police Services provides court security and prisoner transport for court appearances and for transport between court and correctional institutions. The Province agrees to provide funding for the same. The Province makes four equal payments to the City in instalments through the term of the agreement. The amount of this year's agreement is \$624,865.50 an increase from the 2019 agreement which was at \$585,188.29.

### FINANCIAL IMPLICATIONS

The funding is of significant assistance in providing the essential services of court security and prisoner transportation.

### STRATEGIC PLAN / POLICY IMPACT

The agreement is consistent with the City's commitment to fiscal responsibility through providing quality and affordable services.

### RECOMMENDATION

It is therefore recommended that Council take the following action:

**Court Security and Prisoner Transportation Agreement 2020**

2020 02 03

Page 2.

The Agreement with the province for the funding of court security and prisoner transportation for 2020 be approved. By-law 2020-40 authorizes the execution of the agreement, located elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



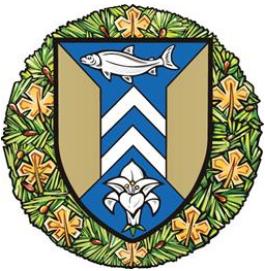
Karen Fields

City Solicitor

705.759.5407

[k.fields@cityssm.on.ca](mailto:k.fields@cityssm.on.ca)

\\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2020\Open P2 Court Security Feb 3.docx



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

### C O U N C I L   R E P O R T

February 3, 2020

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

**AUTHOR:** Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel

**DEPARTMENT:** Legal Department

**RE:** Amending Agreement between City and Rogers Communications Inc. – 638 Cathcart Street

---

#### PURPOSE

The purpose of this report is to request Council's authorization of an Amending Agreement between the City and Rogers Communications Inc. ("Rogers") to provide for a further option to extend the lease and to incorporate an amended insurance provision regarding Rogers lease of 638 Cathcart Street.

#### BACKGROUND

On March 24, 2014, the City entered into a Lease Agreement ("Agreement") with Rogers to permit the construction and placement of telecommunication equipment and necessary cable, wires, generator and connector boxes on a piece of City property located at 638 Cathcart Street. The Agreement, which remains in force, was for an initial term of 5 years beginning on December 1, 2014, and provided an option to extend three additional 5-year extension periods. Rogers has requested an amendment to the Agreement to permit a further option to extend the agreement for an additional 5-year period at the conclusion of the original Agreement.

#### ANALYSIS

The Amending Agreement provides for the further option to extend the term for one further and consecutive period of 5-years commencing December 1, 2034. In addition, since this Agreement was entered into, the City has made changes to its insurance requirements for a Licence or Lease of City Property. The Amending Agreement incorporates the revised insurance provision which requires Rogers to submit an insurance certificate showing coverage in the amount of Five Million (\$5,000,000.00) Dollars and naming the City as an "Additional Insured".

#### FINANCIAL IMPLICATIONS

The Amending Agreement will provide the City with continued revenue from rental income during the additional 5-year extension period. The rent payable for the additional

**Amending Agreement between City and Rogers Communications Inc. – 638 Cathcart**

**Street**

2020-02-03

Page 2.

5-year extension period shall be the rent payable during the preceding term increased by ten (10%) percent.

**STRATEGIC PLAN / POLICY IMPACT**

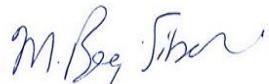
Not applicable

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2020-46 authorizing the execution of an Amending Agreement between the City and Rogers Communications Inc. appears elsewhere on the Agenda and is recommended for approval.

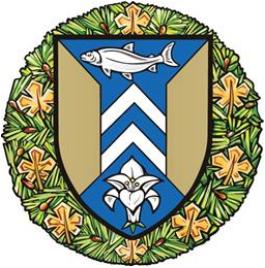
Respectfully submitted,



Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation  
Counsel  
705.759.5403  
[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

MBS/lv

\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2020\OPEN-AG132 Amending Agreement-Rogers-638 Cathcart.docx



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

### C O U N C I L   R E P O R T

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Jeffrey King, Solicitor/Prosecutor  
**DEPARTMENT:** Legal Department  
**RE:** Sault Cycling Proposal – Feasibility

---

#### PURPOSE

The purpose of this report is to provide City Council with an update on the Sault Cycling Resolution and to inform City Council of any direct or indirect costs, project feasibility and staff's recommendation in association with the creation and maintenance of biking trails on City property.

#### BACKGROUND

On December 10, 2018, City Council passed the following resolution:

Whereas the Sault Cycling Club has developed a proposal for an Active Trail Network, a series of sustainable biking trails that connect to John Rowswell Hub Trail which trail system would largely be on City property; and  
Whereas such a trail system would be a great addition to the John Rowswell Hub Trail Council, encourage activity and recreation within the community and be a tourism asset; and  
Whereas Council requires an assessment of the costs relating to the development and maintenance of such a trail system before it can make a decision on proceeding with its development;  
Now Therefore Be It Resolved that Council directs staff to consider the proposal developed by the Sault Cycling Club, assess the direct and indirect costs related thereto and report back to Council on said costs, project feasibility and any recommendations staff may have as to whether and how to proceed with the project.

As a brief overview of the proposal for an Active Trail Network, the Sault Cycling Club has proposed a natural surface-cycling trail within the Finn Hill area. This trail would provide the opportunity for cyclists using the Hub Trail in that area to explore a more natural landscape. This pilot would be the first one of its kind on City property. Future aspirations for the group would be to continue to grow this trail network around the City.

## **Sault Cycling Proposal – Feasibility**

2019 02 03

Page 2.

### **ANALYSIS**

In order to access the feasibility of such a project, Staff met with the user group to explore options to see this project come to fruition. Staff proposes an agreement be reached between the user group and the City. Although assigned, many costs remain inconclusive by reason of the agreement being hypothetical.

#### Direct and Indirect Costs:

An assessment of the costs involved and discussion with the proposed user groups pointed to the primary focus being the liability costs associated with such operations on City property. Liability has both direct costs, being the coverage/insurance itself, and indirect costs associated with any litigation/claim that could result. The City's exposure can be managed with a properly worded agreement with the user group. As a result of discussions with the user group, it was learned that they are affiliated with a larger network that offers the insurance that the City would require. This would alleviate the direct costs associated with insurance coverage. While the City may be able to absolve itself of some liability under the agreement, a very real, indirect cost can result from future litigation. The act of setting out a recreational use may assist the City, as would proper maintenance and appropriately worded signage noting possible risks and dangers, but ultimately this is a factor that must be considered.

The next direct cost explored was maintenance. The proposed natural surface trail does not require much development. In fact, using and maintaining existing trails in the area is the groups' focus. Maintenance would require tree clearing/cutting on occasion, sign replacement, and some form of regular overview of the trails condition. These items are direct costs created by the proposed use.

With the obligation of maintenance being put to the user group, they also noted a desire to seek the assistance of qualified trail designers to engineer the proposed trials. Further, they noted that they would cover the expenses for training members to safely maintain the trails and operate any necessary equipment. This is a direct expense that the group acknowledged payment of during our discussions.

Further, there would be a direct cost for the initial signage setup, this was estimated at a cost of \$3000.00 per sign when discussing with the City's Traffic Manager and looking at similar signage developed by the City. If we suggest needing four (4) signs, the cost would be \$12,000.00. This may be subject to further negotiation and subject to the final signage size and criteria.

Indirect costs seem less obvious at this time, but there would be a need for record keeping, security monitoring, and assigned personnel for the successful growth of the trail network.

## **Sault Cycling Proposal – Feasibility**

2019 02 03

Page 3.

A cost estimate to research, plan, construct, and maintain, was provided in the initial proposal presented to City Council with an estimated cost of \$30/meter of trail. Using the proposed area of Finn Hill, a calculation of three (3) kilometers provides a figure of \$90,000.00. If agreed upon, the City would be accountable at most to producing signage, nominal in comparison to the user group providing adequately trained members to maintain, design, and report on trail conditions.

### **Project feasibility:**

With the above in mind, the development of three (3) kilometers of trail in the Finn Hill area seems like a reasonable pilot at a relatively inexpensive cost to the City. The City of Bracebridge has entered into an agreement for a similar project and was successful in maintaining costs to a nominal amount in directing all direct costs to the user group and absolving itself of liability by way of favorable insurance and indemnity language. Therefore, the project is feasible from a budgetary perspective and in managing the user group proposed use by way of a land use agreement.

### **FINANCIAL IMPLICATIONS**

No direct financial impact is involved with the recommendation. City Staff would negotiate and draft any agreement to be presented to Council. Any costs resulting from further negotiations would be fixed at the time Staff returns with an Agreement for Council approval. The highest cost estimate at this time being \$12,000.00 for signage.

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

Develop Partnerships with Key Stakeholders under the CSP Focus area - Community Development and Partnerships.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Solicitor/Prosecutor dated February 3, 2020 be received as information and that City Staff be directed to negotiate an agreement with the Sault Cycling Club to action the first stage of their proposal, being a three (3) kilometer natural surface trail on City Property located in the Finn Hill area, at a nominal cost to the City.

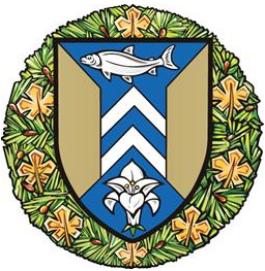
Respectfully submitted,



Jeffrey King  
Solicitor/Prosecutor

705.759.2662

[j.king3@cityssm.on.ca](mailto:j.king3@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Jeffrey King, Solicitor/Prosecutor  
**DEPARTMENT:** Legal Department  
**RE:** Housekeeping – Amend By-law 2019-117 Animal Care & Control

---

#### **PURPOSE**

The purpose of this report is to request Council's approval to amend By-law 2019-117 and Schedule "D" to By-law 2019-117, which is a by-law for responsible animal care and control for The Corporation of the City of Sault Ste. Marie.

#### **BACKGROUND**

On May 21, 2019, City Council passed the Animal Care and Control By-law. As part of that by-law, it contained Schedule "D", which referred to the Short Form Wording for Provincial Offences. The Short Form Wording is required for the writing of tickets and must be approved by the Ministry of the Attorney General ("MAG"). The by-law and short form schedule was then sent to MAG for set fine approval. MAG has now returned the by-law with recommended revisions prior to them providing final approval. These revisions are the purpose of the requested amendment.

#### **ANALYSIS**

The Animal Care and Control By-law establishes set fines for violations under this bylaw and enables efficient enforcement of the same.

#### **FINANCIAL IMPLICATIONS**

Not Applicable.

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

Not applicable.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

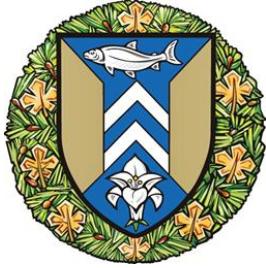
By-law 2020-37, being a by-law to amend By-law 2019-117 and Schedule "D" to By-law 2019-117, appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,



Jeffrey King  
Solicitor/Prosecutor  
705.705.759.2662  
[j.king@cityssm.on.ca](mailto:j.king@cityssm.on.ca)  
JK/tj

\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2020\Open R1.5 Animal Care Amendment January 16 2020.docx



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

### C O U N C I L   R E P O R T

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Jeffrey King, Solicitor/Prosecutor  
**DEPARTMENT:** Legal Department  
**RE:** Housekeeping – Amendments to Applicable Traffic and Parking By-laws

---

#### PURPOSE

The purpose of this report is to request Council's approval to amend Traffic By-law 77-200, Parking By-law 4001, Parking By-law 69-80 and Fire Routes Parking By-law 2013-105. The amendments are for housekeeping purposes and arise following our application to the Ministry of the Attorney General for short form wording approval.

Further, the purpose of this report is to also amend By-law 77-200 to include a provision that will enable a resolution passed by City Council on November 4<sup>th</sup>, 2019. That resolution reads:

“Whereas the City of Sault Ste. Marie currently offers two-hour free parking at municipal parking lots and on-street parking spaces to veterans who have the poppy licence plates throughout the year; and

Whereas on Remembrance Day, events in the downtown core honouring the sacrifices of those veterans are often longer than two hours in length;

Now Therefore Be It Resolved that every year on Remembrance Day, veterans with a poppy licence plate be granted free parking at all municipal parking lots and on-street parking spaces for the entire day.”

#### BACKGROUND

The penalty provisions within these various by-laws use dated wording that does not conform with the recommended wording from the Ministry of Attorney General. This amendment will also facilitate any future fine increases.

Further, veterans with a veteran's plate will now be able to park at no charge on municipal property during Remembrance Day. It should be noted that where it is a violation to park, exceptions to these areas are not created. An example would be that fire routes may not be impeded upon by a veteran on Remembrance Day.

## **Housekeeping – Amendments to Applicable Traffic and Parking By-laws**

2020 02 03

Page 2.

### **ANALYSIS**

By-laws 77-200, 4001, 69-80 and 2013-105 should be amended to update these by-laws and make them current.

### **FINANCIAL IMPLICATIONS**

No financial impact.

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

Not applicable.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

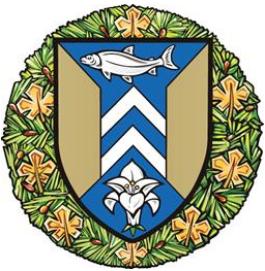
By-law 2020-24, being a by-law to amend Traffic By-law 77-200; By-law 2020-41, being a by-law to amend Parking By-law 4001; By-law 2020-42, being a by-law to amend Parking By-law 69-80; and By-law 2020-43, being a by-law to amend Fire Routes Parking By-law 2013-105, appear elsewhere on the Agenda and are recommended for your approval.

Respectfully submitted,



Jeffrey King  
Solicitor/Prosecutor  
705.759.2662  
[j.king@cityssm.on.ca](mailto:j.king@cityssm.on.ca)

LEGAL\STAFF\COUNCIL\REPORTS\2020\OPEN - T2 P7 F2.2 TRAFFIC AND PARKING - HOUSEKEEPING.DOCX



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

### C O U N C I L   R E P O R T

February 3, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Tom Vair, Deputy CAO, Community Development and Enterprise Services  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** FutureSSM Project Update

---

#### PURPOSE

The purpose of this report is to provide Council with an update on the FutureSSM project and activities that have occurred since our last progress report dated October 7, 2019

#### BACKGROUND

On May 28, 2018 Council passed the following resolution:

Whereas the City has been working on developing a comprehensive community project (FutureSSM) to support the community as it progresses towards an economically diverse, culturally vibrant, socially equitable and environmentally sustainable future; and

Whereas a number of individuals have been vigorously creating the plan by holding focus groups; and

Whereas the Future SSM Project is to set clear steps as one important method to think beyond specific sector needs and address urgent issues for the entire local economy, including: community infrastructure, social development, labour force development, education and training development and business retention and expansion; and

Whereas this is critical to the future of our community;

Now Therefore Be It Resolved that the Deputy CAO Community Development and Enterprise Services be requested to provide quarterly updates to keep Council and the community abreast of the progress being made by the committees and individuals involved.

This report outlines the developments of the FutureSSM project that have occurred since October 7, 2019 and includes a 'report card' detailing our progress in achieving the four pillars and eight overarching goals.

## **ANALYSIS**

Along with community members, FutureSSM continues to advance several initiatives that fall under each one of the project pillars; cultural vitality, economic growth and diversification, social equity and environmental sustainability. A number of diverse initiatives continues with broad involvement of many community members (please see Attachment A for update report).

## **FINANCIAL IMPLICATIONS**

There are no financial implications associated with this update.

## **STRATEGIC PLAN / POLICY IMPACT**

This item directly aligns with the Corporate Strategic Plan in multiple focus areas. The implementation mirrors exactly the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages, Promote and Support Arts & Culture, Welcome and Seek Out Immigration and Create Vibrant Downtown Areas.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2020 02 03 concerning an update for the FutureSSM project be received as information.

Respectfully submitted,



Tom Vair

Deputy CAO, Community Development and Enterprise Services

705.759.5264

[t.vair@cityssm.on.ca](mailto:t.vair@cityssm.on.ca)



# Quarterly Report

January 2020



**SAULT  
STE.MARIE**

futureSSM 

# Community Promotion

Ongoing efforts related to FutureSSM's external communications strategy and newly adopted brand have yielded positive results in the last quarter. The strategy has seen growth in both audience engagement and awareness of Sault Ste. Marie.

A recent article by Big 7 Travel (an online travel site with an Instagram following of 430k and Facebook following of 538k) featured Sault Ste. Marie as one of 'The 25 Friendliest Cities & Towns in Canada'. The language used incorporates the messaging that FutureSSM is pushing out, showing that the community's brand story is resonating.

*"This beautiful waterfront city is home to the kind of lifestyle that people dream about – an actual work-life balance and proper community feel."*

## Instagram

The importance of Instagram for community attraction should not be underestimated. *National Geographic* recently published a story stating that you are "now less than 10 clicks away from seeing an image on Instagram to purchasing a ticket to go there."

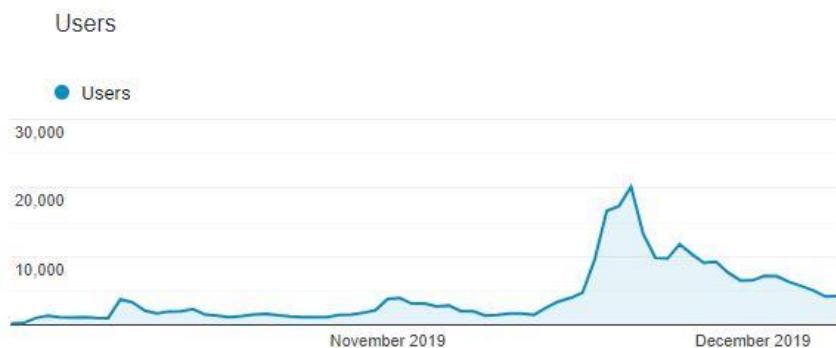
For example, in 2015, the tourism board of the small alpine town of Wanaka, New Zealand, began inviting and hosting "influencers" – social media trendsetters with large followings – to post about their adventures. The result was the fastest tourism growth in the country: a 14 percent increase. (source: <https://www.nationalgeographic.com/travel/travel-interests/arts-and-culture/how-instagram-is-changing-travel/>)

The revamped Instagram page, @welcometossm has grown in size from 900 to 4,885 followers within a four-month span. The page continues to use both User Generated Content (USG) and photography services by local photographers to present a powerful message about Sault Ste. Marie through imagery. With a solid following base now in place, FutureSSM will explore how social media influencers can play a role in increasing awareness about Sault Ste. Marie.

## Cavera Campaigns

In the last quarter, FutureSSM engaged Cavera Inc. to conduct PPC ('pay per click') and e-mail marketing campaigns through Facebook, Youtube, MailChimp and Google to promote [www.welcometossm.com](http://www.welcometossm.com) and reach people who are considering moving to Sault Ste. Marie. The results have been very positive to date.

### Website users:



## Email Marketing Campaigns:

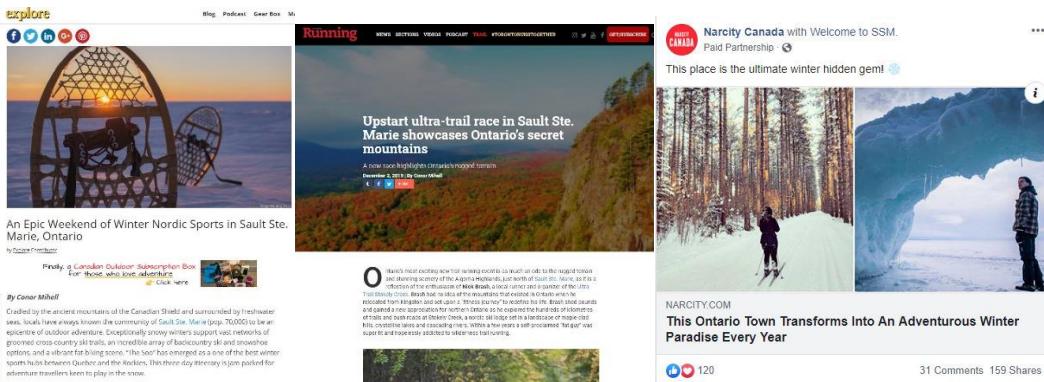
- 5,453 subscribers
- Above average open rate of 40% and click rate of 55%
- Welcome to SSM email drip
  - o 6,114 opens and 2,580 clicks since November
- Subscribers receive job postings via an RSS Feed on a weekly basis.

## Paid content marketing

Based on the target audiences laid out in the External Communications Plan, FutureSSM undertook paid advertising opportunities with three following publications in the last quarter. This includes accessing their social media channels.

In total between these three campaigns, **approximately 515,000** people that fall primarily within FutureSSM's target demographic were reached. Campaigns were developed for the following publications:

- Explore Magazine – *An Epic Weekend of Winter Nordic Sports in Sault Ste. Marie*
- Narcity Canada – *This Ontario Town Transforms Into An Adventurous Winter Paradise Every Year*
  - o Narcity stated the high amount of reads exceeded their benchmark by over 12,000 views for this type of article.
  - o The average time of 5m 58s spent on the article also exceeds industry averages for this type of article.
- Canadian Running – *Upstart ultra-trail race in Sault Ste. Marie showcases Ontario's secret mountains*



## Video

Working with local videographers, FutureSSM has developed more videos to tell the brand story of Sault Ste. Marie. The videos are designed to be short (20-30s) and punchy, and are being used primarily on social media. In the last quarter, two videos highlighting family life and community were produced and shared via Instagram, Facebook, Twitter, LinkedIn and YouTube. The videos have been viewed over **16,000** times.

An additional 'Sault Ste. Marie' video vignette has also been produced that features Hari Ramesh, a newcomer to the community who studied in the Digital Film Production program at Sault College. Hari is now working full-time at Rolling Pictures in Sault Ste. Marie and demonstrates another success story of welcoming a newcomer to the city.

## **Earned Media**

FutureSSM also focused on earned media – both traditional and social. Examples of social media include Ontario Travel (290k followers), Ontario For You (62k followers), and Explore Ontario (10k followers). Earned traditional media includes stories in TVO and Big 7 Travel.

## **Arts & Culture**

### **Community Art Project**

#### **Summer Moon Festival**

This year's Community Art Project (CAP) is being developed – in partnership with the Indigenous Friendship Centre, Downtown Association and Mayor's Youth Advisory Council – and has been re-formatted into the Summer Moon Festival (SMF). The festival is designed to promote greater development of tourist audiences visiting Sault Ste. Marie, as well as engaging local residents to develop partnerships to provide long-term sustainability and community input in the project. The SMF will be composed of three main components: a Mural Project, Music Project, and Community Partner Programming.

The Mural Project will be held from June 19 to 27, 2020 and will feature eight visiting muralists as well as five local artists. The visiting artists will mentor local artists as well as students that are participating in other CAP-related projects with organizations such as Sault College, Algoma University, Algoma District School Board, Indigenous Friendship Centre and many others. The musical component will feature guest musicians as well as local talent of various types. The Community Partner Programming will run the week of the SMF and will include various events and activities hosted by festival partners. FutureSSM will continue to work to secure the necessary resources and logistics to execute this project with the community partners, through grant writing, community connections, resource sharing and sponsorships/donations.

#### **Hip Hop Artist Que Rock in Sault Ste. Marie**

FutureSSM completed a mural project with Algoma District School Board in the fall semester with renowned Anishinaabe muralist and hip-hop artist Que Rock. He mentored students at White Pines High School to produce a mural. Que Rock also did Indigenous focused workshops at both Superior Heights and Korah High Schools.

Que Rock and White Pines students sit in front of the mural they developed



## **Traffic Box Wrap Project – Year 2**

FutureSSM will continue working on the Traffic Box Wrap Project with Sault College in 2020.

## **Downtown Door Wrap Project**

FutureSSM is starting a Downtown Door Wrap Project with the Algoma District School Board in January that will see eight downtown business doorways covered with artwork created by high school students.

## **Community Cultural Plan**

FutureSSM will continue to work with the Arts & Culture Action Team committee and community stakeholders to develop implementation strategies for the Community Cultural Plan action items and look for ways that the community can come together to support these initiatives through partnership and collaboration. Additional funding for cultural grants was approved by City Council for 2020. These funds will be available to support artists and arts organizations.

## **Other Community Collaborations**

With FutureSSM's assistance in developing a project grant proposal to the Ministry of Training, Colleges and Universities, the Arts Council of Algoma (ACOA) has been able to hire four new staff and now has resources available to build its organizational capacity as well as begin to offer new services to its members. FutureSSM also assisted the ACOA in developing a grant application to the Ontario Arts Council, which, if approved, will support the development of community programming for the SMF. ACOA is a community partner for the festival.

## **Film, Television & Digital Media**

### **Film & Television in Sault Ste. Marie**

From 2016 to 2018, Sault Ste. Marie averaged two feature films a year. In 2019, FutureSSM successfully attracted four feature films, one web series, and three television series single episodes. The Film, Television and Digital Media Coordinator has been working with a number of producers who are planning to film in Sault Ste. Marie in 2020. Three scouting packages have already been developed for this purpose.

### **Orientation Training Workshops with IATSE 634 and the Directors Guild of Canada**

FutureSSM has been working with industry unions IATSE 634 (International Alliance of Theatrical Stage Employees) and the Directors Guild of Canada to host orientation training workshops for Sault College. IATSE 634 is made up of artists, technicians, and craftspeople who work primarily in film, television and stage production. It is the only union that is dedicated to Northern Ontario workers. Feature films that shoot in the region tend to be either non-union, IATSE, NABET, or the Directors Guild of Canada (a majority of the union shows in Sault Ste. Marie are IATSE, and DGC or non-union).

These training sessions will offer information about how the unions work, what the benefits are, and basic information about the industry. This will be the first year that Sault Ste. Marie is included in IATSE's Northern Ontario Tour. Once a crewmember signs up with the union, they must travel outside of Sault Ste. Marie to complete this orientation training, which, in the past has been difficult for local crew members. As of January 1, 2021 this orientation training is

mandatory for all IATSE members. Having the training in Sault Ste. Marie will be extremely beneficial to local crew members who are already a part of the union, or are looking to join the union, as well crew members who are just looking to make connections and learn more about unions in the industry. The workshops are set to take place in January.

### **Location Familiarization Tour**

A Location Scout familiarization tour of Sault Ste. Marie is being planned for the spring of 2020. As part of the tour, FutureSSM is looking to attract key film and television decision makers to the community. Location Scouts tend to use online resources to find their locations, and therefore cannot see the added benefits of close proximity, and locations that may not already be listed.

Sault Ste. Marie has lost many productions due to the lack of knowledge about the community. Many people from outside Northern Ontario do not realize that the Sault is a fully-developed city with airport, hotels, schools, malls, etc. This Location Scout familiarization tour will consist of two days of touring. The first day will include a general driving tour and will highlight such locations as the waterfront, character neighbourhoods, downtown, and key interior locations. The second day will include surrounding communities, such as Echo Bay, Laird Township, St. Joseph Island, Desbarats, Goulais, and Prince Township. This will help showcase the wide variety of locations available in close proximity to Sault Ste. Marie.

### **TIFF**

To promote the community and attract more productions to Sault Ste. Marie, the Film, Television and Digital Media Coordinator attended the 2019 Toronto International Film Festival in September. During the event, cities in Northern Ontario, in partnership with regional film industry service providers and the organization Cultural Industries Ontario North, hosted a Northern Ontario networking session. The event provided an opportunity to connect with filmmakers, producers, and potential business partners from around the world.

### **Rolling Pictures**

Rolling Pictures, a company that received financial contributions from the City's Economic Development Fund, has begun the final construction on its local mixing theatre. The business already hired three Saultites to date who are actively working at the Queen Street location. Future growth is anticipated at the site.

## **Environmental Sustainability**

### **Greenhouse Gas Emissions Inventory**

The purpose of the GHG inventory is to provide a baseline in which the community can measure progress towards the reduction of GHGs. The Sault Ste. Marie community greenhouse gas (GHG) inventory emissions data collection and analysis process was completed in late-2019. The data was obtained through a variety of different channels, such as utility consumption metrics, stakeholder interviews, City staff engagement and reports, and publically-available data. Data types include electricity and natural gas consumption, vehicle kilometres travelled, solid waste and estimates for fuel oil, propane use and rail emissions. The baseline inventory expresses GHGs as the number of tons of carbon dioxide equivalent (tCO<sub>2</sub>e). The data is broken down by sector including: residential, commercial, industrial, transportation, railways and

solid waste. An update to the corporate GHG emissions inventory was also completed. The GHG emissions inventories also include a business-as-usual (BAU) forecast, which projects what emissions will look like if no reduction action occurs over the next 20 years. Both the community and corporate GHG emissions inventories were completed following the Federation of Canadian Municipalities (FCM) Partners for Climate Protection (PCP) protocol, using the municipal boundary of the City, and a baseline year of 2017. A report was created to document the data collection process and methodology. The inventory completes the FCM PCP program Milestone 1 of 5.

A presentation to City Council is planned in February 2020, which will include further analysis and details about the community GHG emissions inventory data, as well as corporate GHG emissions. A high-level review of other municipal inventories will also be included as well as preliminary recommendations, next steps and an overview of plans for stakeholder engagement. Next steps include reviewing the feasibility of setting community and corporate GHG reduction targets and developing a GHG reduction plan. This will include incorporating climate change and GHG reduction policies and strategies into the City Official Plan and FutureSSM documents.

### **Community Engagement**

In 2019, FutureSSM had the opportunity to discuss the GHG emissions inventory project on two occasions. The Climate Change Coordinator spoke at the Clean North Annual General Meeting in October and Algoma University's Social Work Research and Program Evaluation in November. Both presentations provided an overview of the project, timelines and data requirements. The presentations also discussed the plan to develop a strategy for stakeholder consultations moving forward into 2020 and sought insight on community-recommended best practices. Presentation feedback was considered in the development of the plans for stakeholder outreach.

In 2020, FutureSSM is planning to undertake various forms of stakeholder engagement to consult with the public and key project stakeholders. The purpose of this is to share the results of the GHG emissions inventory and to collect insights for the GHG reduction plan. Consultations will include an open house, online survey, pop-up meetings and one-on-one consultations.

### **Environmental Insights Explorer**

In December 2019, Sault Ste. Marie became one of 40 communities across Canada, and just 100 globally, to have data available in Google's Environmental Insights Explorer (EIE), a freely accessible online tool that provides cities with data to help measure, plan and act on their climate action plans. The tool estimates GHG emissions from buildings and transportation. It also expresses community rooftop solar potential which can be useful for GHG emissions reduction planning. EIE data can vary from a city's publicly reported data due to different accounting methodologies and estimate factors and is a starting point for community climate action. A review of this data will take place as part of the GHG reduction plan process.

# Labour Force Development

## Rural and Northern Immigration Pilot (RNIP)

In June 2019, Sault Ste. Marie was selected as one of 11 communities across Canada to participate in the Federal Government's Rural and Northern Immigration Pilot program (RNIP). Since then, roughly 10,000 expressions of interest have been received from prospective applicants around the globe. The program is being facilitated and led locally by FutureSSM. RNIP launched on November 14, 2019. A rollout information session was held with local employers on November 13, 2019, which attracted more than 50 employers and community partners. Sault Ste. Marie was the first and only community to launch the pilot in November 2019.

The first meeting of the Community Recommendation Committee (CRC) was held on December 11, 2019, during which 12 completed applications were reviewed and vetted. All applicants were from individuals residing and working in Sault Ste. Marie on Temporary Work Permits. The committee made six recommendations, four of which were deferred and two of which were denied. A second CRC meeting is scheduled for January 22, 2020. It's expected that 12 or more applications will be reviewed, most of which from local candidates who are currently in Sault Ste. Marie on Temporary work Permits.

To promote the RNIP program, FutureSSM delivered presentations to international students at Sault College and Algoma University. Extensive relationship management is also being conducted with local employers, potential applicants and community partners.

## Ontario Works Workforce Transition

FutureSSM is involved with an initiative to help people transition from Ontario Works to employment. In the Hospitality Cohort One, 74% of participants obtained full-time or part-time employment with local hotels in various positions, including housekeeping, front desk, breakfast service, culinary and maintenance. This program has been successful to date, and a second cohort will be delivered in January. Hotels have expressed interest and have taken the lead in the development of training curriculum. Meanwhile, another training program is under development for housekeeping and dietary aid positions at local long-term care facilities. FutureSSM and the District of Sault Ste. Marie Social Services Administration Board held meetings with various industry employers, including Sault Area Hospital, FJ Davey Home and Extendicare.

The Workforce Entry subcommittee members for this initiative include the District of Sault Ste. Marie Social Services Administration Board (Ontario Works); City of Sault Ste. Marie (FutureSSM); Sault Ste. Marie Chamber of Commerce; Sault Community Career Centre; Employment Solutions; Algoma Workforce Investment Corporation; Ministry of Training, Colleges and Universities; Huron-Superior Catholic District School Board; United Way, Sault Ste. Marie Economic Development Corporation; John Howard Society; and Sault College.

## Personal Support Worker (Indigenous)

FutureSSM held a forum with local employers at the Civic Centre in December 2019 to explore the possibility of developing a Personal Support Worker program for Indigenous people to fill labour shortages within Sault Ste. Marie. The initiative wouldn't be Indigenous-specific but

would tap into the local Indigenous labour force to fill this need. FutureSSM would not be reinventing the wheel, but would instead tap into expertise and partner with Sault College in the delivery of the program. More than 30 partners have expressed interest, including Sault College (PSW program administrators), several long-term health care service providers, Garden River First Nation, Batchewana First Nation, Sault College Indigenous Initiatives, Metis Nation of Ontario, Indigenous Friendship Centre, District of Sault Ste. Marie Social Services Administration Board, Progressive Training College, and North Shore Tribal Council. A consensus has been reached, and this is an area that all partners want to explore. There has also been outside interest from other municipalities and University of Waterloo related to labour force development with Indigenous communities.

## Social Equity

### Poverty Reduction

The Baseline Poverty Report goals were presented to the Poverty Round Table (PRT) and approved from member organizations in November 2019. FutureSSM's Social Equity Coordinator has been designated as the new Chairperson of the PRT. The next steps taking place in January include reviewing sections of the report prior with each working group with a final draft of the report for approval at the end of the month. Each working group will be requested to begin developing strategies on how they will meet the goals set.

### Early Development Indicators

There has been continued participation on the Child & Family Network by the Social Equity Coordinator. The network has been working to design strategies and measurements to meet its three objectives: understanding the needs of families, reaching the hard to reach, and improving transitions into school for children and families. The Early Development Indicators will be utilized as a measure to achieve these objectives.

In addition, the Social Equity Coordinator has been developing the work plan that will be included in the Early Years system plan. The work plan includes responsibilities, methods of evaluation and a timeline.

### Improving Indigenous Relations

NORDIK Institute and Algoma University will be hosting a Community-Based Research Conference in May 2020. The forum is expected to attract between 400 and 500 delegates from across Canada. The Indigenous Youth Ambassador program will be a part of the event. This program will see 20 Indigenous youth providing tourism and hospitality support for the duration of the conference and includes pre/post conference certifications, leadership, employment and interpersonal skill development. A group of employment service coordinators have been meeting to design the delivery of this program.

The Indigenous Women's Anti-Violence Task Force hosted an event on November 22, 2019. The Sexual Violence Crown presented to the network on topics such as diversion programs and funding, Murdered Missing Indigenous Women risk factors and statistics, and sexual violence services and restorative justice options. This presentation was provided as a result of the Task Force's strategic plan that is intended to explore and implement community-based justice models/programs.

Nendaaswin, the Indigenous Action team, met in October 2019 to discuss initiatives related to FutureSSM and the upcoming Summer Moon Festival.

### Youth Outreach

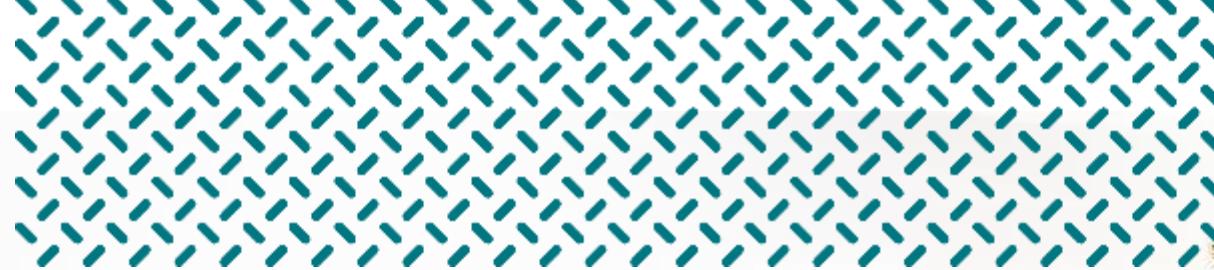
Youth outreach was conducted at three local high schools in September and October. Students in attendance were asked: What would they like to see in a youth education hub, and what would make them want to spend time in the outdoor downtown plaza that's slated for development in 2020. Highlights from the information collected show that a majority of youth want access to sports and recreational activities, programming and clubs, library/access to technology, support services, safety (security and personal), art space and music, and gaming (video, board, billiards). Elementary grades at select schools were also consulted via teaching staff, though this data has yet to be compiled.



White Pines engagement session Sept. 23, 2019



**SAULT  
STE. MARIE**



# FutureSSM Looking Forward

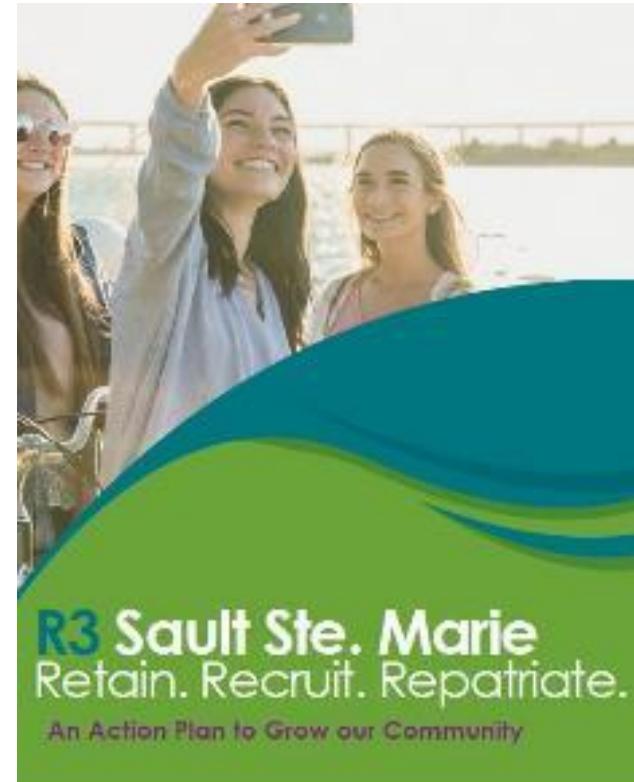
December 11, 2020

Page 118 of 288



# What's Next?

- As we advanced the recommendations of the AC report, and worked with our Action Teams and community members to identify priorities for implementation, a common theme arose – a need to focus on the youth population both internal and external to the community.
- There was a strong notion that, in order to become a truly resilient city, we must overcome one of our biggest challenges – youth outmigration.
- While there are many good reasons for a focus on youth, few are more immediate to the community, than the need to develop a strong pool of skilled labour to replace our aging workforce.





## FutureSSM 2020: Year of the Youth

- The activities of FutureSSM are designed to be inclusive and we anticipate many projects supporting, connecting and gaining experience from Saultites of all ages to develop exciting projects throughout the community.
- That being said, we recognize that in order to be successful creating a resilient community, growing our youth population must be a major goal.
- The following youth-focused initiatives are being proposed for 2020:
  - Development of new grad employment opportunities & co-ops
  - Youth programming (in partnership with ADSB, HCSB, AU, SC, SSM)
  - Youth Community Centre RFP
  - Research Hub: Amplify STEM & entrepreneurship
  - Mayoral outreach to High School students
  - Guidance counselor education & awareness program

# New Grad Employment Opportunities & Co-ops

- To grow our youth population we must find new ways to keep new grads and young people in the community.
- To do this we are undertaking the following actions:
  - Conduct outreach with local employers to identify new grad, co-op and intern opportunities.
  - Establish collaboration with PSIs and employers for youth retention.
  - Work with PSI's and employers to set targets for new grad retention and international student retention.



# Youth Programming



- Lack of youth programming has been a consistent message heard in the 50+ youth engagement sessions FutureSSM has held to date.
- The success of Jurassic Park SSM highlights the need for more events geared toward young people.
- We are proposing a collaboration with ADSB, HSCSB, AU and SC to develop a fund for youth programming (financial contribution per organization).
- We will continue to development of youth-based festivals and events (i.e. Summer Moon Festival).
- On-going focus on providing mentorship opportunities not typically available in the North (Que-Rock, SMF, etc.).





# Community Centre RFP

- An RFP is currently under development for a Community Centre that includes space for creative industries, cultural groups and a youth hub.
- Focused on creative industries and education has long been a need in the community. The centre could facilitate greater interest in STEAM locally.
- Identified as a priority by FutureSSM Action Teams, including education, ACAT, EDG, and Social Equity



# Research Hub: Amplify STEM & Entrepreneurship

- Continue working with Sault College and Algoma U and SSMIC to execute the key recommendations of the Coates Report (still pending).
- Develop a center of excellence in innovation and entrepreneurship. Key focus the center will include:
  - Develop research and employment opportunities for recent STEM graduates.
  - Facilitate networking and partnerships between Industry and PSIs & SSMIC.
  - ‘Grow our own’ innovation companies.
  - Engage and educate youth regarding career and entrepreneurial opportunities of the future.
  - Use labour force pipeline and talent pool development to attract new businesses and industry to SSM.



# Guidance Counseling for Local Careers

## Getting past gaps and mismatches

- Program to work with high school & PSE guidance counselors to align skill development (including direction & advice) with labour demands in Sault Ste. Marie.
- Series of meetings/workshops with FutureSSM, SSMIC, AWIC, SCCC, Employment Solutions, CDC, etc.
- Ongoing collaboration between local employers, FutureSSM and local educators.
- Improved labour market information system to inform counselors, PSEs.





# Outreach to youth

## To Date:

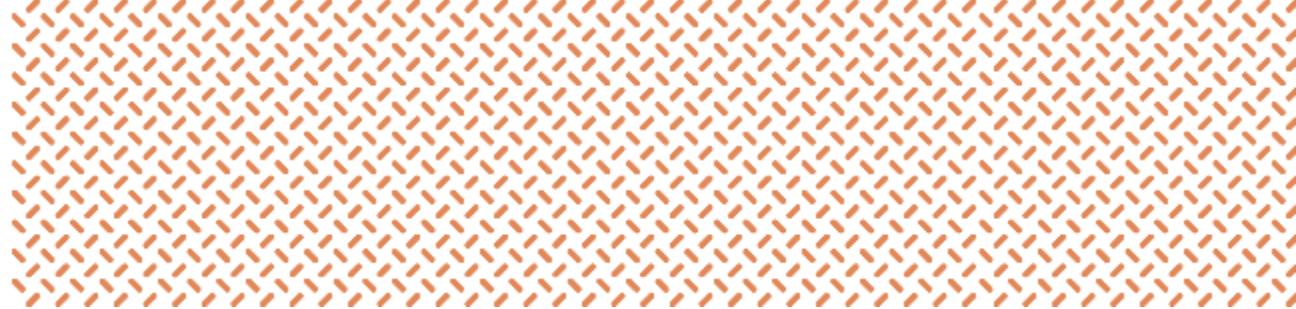
- 50+ outreach sessions with youth (high school and elementary school classes, MYAC, Youth Odena, STRIVE, etc.).
- Over 550 youth reached.

## Moving forward:

- Borrowing from the CityStudio and CityLab programs, “create a program that serves as an innovation hub that brings together student, academic and civic leaders to co-create a better Sault Ste. Marie for all”. Direct language from Hamilton CityLab.
- Program serves as a way to engage youth across the four pillars and generate another opportunity for engagement.
- Example projects (from Hamilton)
  - What can we do to keep international students in Hamilton Post Graduation?
  - How can we increase the interest and usage of Hamilton’s Farmer’s market to Millennials?
  - What are innovative transportation solutions for individuals 55+ living in rural areas of Hamilton?
  - How do we encourage the creation of high quality community art projects that will improve public places across the city?



**SAULT  
STE. MARIE**



# **FutureSSM RESULTS REPORT CARD**

January 2020





## Report Card at a glance:

	Goal	Rating
1.	Four Pillars	<span style="color: yellow;">●</span>
2.	Promote our community	<span style="color: green;">●</span>
3.	Refocus economic and community development	<span style="color: yellow;">●</span>
4.	Build our labour force	<span style="color: green;">●</span>
5.	Grow our post-secondary institutions	<span style="color: green;">●</span>
6.	Invite Immigration and welcome newcomers	<span style="color: green;">●</span>
7.	Advance Indigenous relationships	<span style="color: yellow;">●</span>
8.	Improve community well-being	<span style="color: yellow;">●</span>
9.	Revitalize our downtown	<span style="color: green;">●</span>

● Very little progress

● In-progress

● Very good progress  
Page 128 of 288

● N/A



## The Four Pillars:

	4 Pillars	Rating: <span style="color: yellow;">●</span>
1.	Cultural Vitality	<ul style="list-style-type: none"><li>- Funding for Cultural Grants increased 100% from 2018 to 2019.</li><li>- Increase in Cultural Financial Assistance application from twenty in 2019 to thirty applications received in 2020. Demonstrating strong growth in the local cultural industries.</li><li>- Increase in film productions from two feature films in 2017/2018 to four feature films in 2019.</li></ul>
2.	Economic Growth & Diversity	<ul style="list-style-type: none"><li>- Direct spending from Film productions increased from ~\$1M annually in 2017/2018 to \$3.1M in 2019.</li><li>- Increase in cruise ship calls-to-port from fifteen (2018) to twenty (2019).</li><li>- Diversity of employers increased with addition of Rolling Picture Company, Plato Testing, CX Solutions.</li></ul>
3.	Environmental Sustainability	<ul style="list-style-type: none"><li>- Decrease in corporate GHG emissions since last Corporate Emissions Inventory conducted in 2007.</li><li>- Increase in community focused environmental initiatives increasing from two in 2019 to 5 in 2020.</li></ul>
4.	Social Equity	<ul style="list-style-type: none"><li>- Overall vulnerability rate for EDI scores decreased from 31.3% (2014/2015) to 29.5% (2017/2018).</li><li>- Increase in Indigenous Employment Round Table meetings from zero in 2018 to eight in 2019.</li><li>- The Local Immigration Partnership delivered Intercultural Competency training to more than 120 people from 8 local organizations in 2019. This was the first year the training was provided.</li></ul>

## Goal: Promote our community

Actions:	Rating: 
A new brand story and visual identity was developed and adopted by City Council in May 2019	
A new website <a href="http://www.welcometossm.com">www.welcometossm.com</a> was developed and launched as a community attraction site	
New social media accounts (most notably Instagram) were developed to promote Sault Ste. Marie through powerful imagery	
A series of videos were created to 1) tell the stories of Saultites and 2) showcase the new brand story	
A photographer was hired to capture high-quality images depicting experiences of people visiting and living in Sault Ste. Marie	
A series of job fairs and webinars promoting employment opportunities and Sault Ste. Marie's exceptional lifestyle took place outside of the community	
The Sault Network was established to connect SSM alumni who are interested in helping Sault Ste. Marie grow or moving back to the community	
External communications strategy is developed and launched that includes email marketing, earned media and targeted paid ad campaigns (Narcity, Explore, Google search, etc.)	

### Signs of Success:

- Over 2 million people from around the country and world have been introduced or re-introduced to Sault Ste. Marie via the External Communications Plan
- A more unified message is beginning to be conveyed across post-secondary institutions, the City and external organizations (ex. Physician's Recruitment, Downtown Association)
- The RNIP program received over 13,000 inquiries

## Goal: Refocus economic and community development

Actions:	Rating: 
<b>Structural Shift</b> – in late-2019, Council approved the migration of Economic Development and Tourism staff over to the City of Sault Ste. Marie. A review of the Economic Diversification Fund (EDF) is now in progress.	
<b>Film and Television Production</b> – over the past year and a half, efforts to attract film and television production to Sault Ste. Marie have included 5 location scouts, 1 familiarization tour, attendance at film festivals, and the development of promotional materials including video, website updates, social media accounts, photo packages and other printed materials.	
<b>Arts &amp; Culture</b> – on September 23, City Council approved Sault Ste. Marie's first-ever Community Cultural Plan. The plan identifies 6 goals and 36 action items to grow and support the local arts, culture and heritage sector.	
<b>Tourism Products</b> – a number of products and events are being developed, including the Algoma Trail Network, Summer Moon Festival and Downtown mural walking tour.	
<b>Rural and Northern Immigration Pilot</b> – RNIP is designed to spread the benefits of economic immigration to smaller communities by creating a path to permanent residence for skilled foreign workers who want to work and live in one of the participating communities.	

### Signs of Success:

- Sault Ste. Marie has attracted and supported 11 productions
- Film and television attraction resulted in approximately \$3.1 million direct spend, \$1.7 million indirect spend, and 5,527 hotel nights booked.
- Rolling Pictures Studio opened an office in Sault Ste. Marie – a \$1,044,000 investment.
- Local artists and art organizations now have \$50,000 to access, as approved in the Community Cultural Plan. This available funding constitutes a 100% increase over previous years. 30 applications and requests for funding have already been received for 2020.

## Goal: Build or labour force

### Actions:

### Rating:



**Rural Northern Immigration Pilot** – Sault Ste. Marie was selected as one of 11 communities across Canada to participate in the Northern and Rural Immigration Pilot.

A Spousal Recruitment Advisory Committee has been formed

**Indigenous Employment Roundtables** – 8 roundtables have been organized since December 2018. Participating employers include: Delta Hotel, Algoma Steel, Sault Area Hospital, RAIN/SSMIC, City of Sault Ste. Marie, PQA Testing, JD Aero, Quattro Hotel, Employment Solutions.

**Labour Force Entry Hospitality Program** – a partnership with employers and the DSSAB, this program provided opportunities for those facing barriers to employment with training and hands-on experience in the hospitality sector.

**SSM Job Fairs** – info sessions and webinars were held in Mississauga, Toronto, Oshawa and Vancouver.

### Signs of Success:

- Indigenous employment roundtables have been successful at establishing meaningful relationships between employers and local Indigenous employment service providers. The roundtables have resulted in additional job fairs being held in Garden River First Nation, and concrete action by Algoma Steel to recruit Indigenous youth as part of its summer student program.
- 74% of participants in the Labour Force Entry Hospitality Program received part-time or full-time employment.
- PLATO Testing opened an office in Sault Ste. Marie.
- RNIP has already provided 6 community endorsement letters (of over 13,000 inquiries) – the first community to do so in Canada.

## Goal: Grow our post-secondary institutions

### Actions:

### Rating:

**Enrollment** – thanks to the hard work and dedication of Algoma University and Sault College staff, the institutions have recently seen their highest enrollment growth in nearly two decades.

**Strategy planning** – FutureSSM funded the development of a research study with Dr. Ken Coates to examine the potential for Algoma U and Sault College to develop advanced R&D initiatives that contributed to local sector development (final report pending).

**Student programming** – FutureSSM worked with Algoma U to organize a Frosh Week concert and supported the Great Lakes International Summer Music Institute with promotion and marketing.

**Sault College Graphic Design Curriculum/Traffic Box Wraps** – as part of FutureSSM's Community Art Project, staff worked with the Sault College Graphic Design graduating program to design traffic box wraps inspired by our unique area. The project is now part of the program's curriculum on an ongoing basis to provide students with real-life experience in the industry.

### Signs of Success:

- For the September 2019 semester, Sault College enrollment was a record-high of 2,900, up nearly 300 students from the previous year. The increase was mostly caused by a surge in international student enrollment.
- At Algoma University, enrollment jumped from 1,200 in 2018-19 to approximately 2,030 in 2019-20. This year, the school welcomed students from more than 50 countries around the world.

## Goal: Invite immigration and welcome newcomers

### Actions:

### Rating:



**Rural and Northern Immigration Pilot** – Sault Ste. Marie was selected as one of 11 communities across Canada to take part in this program. FutureSSM is a key project partner and is coordinating the pilot's setup and delivery.

**Communications Strategy** – FutureSSM's External Communications Strategy includes a focus on telling the story of newcomers to Sault Ste. Marie and celebrating our diversity as a welcoming community. This strategy has helped attract immigrants and newcomers.

**Local Immigration Partnership** – LIP is working with partner organizations, including FutureSSM, to increase the Sault's capacity to settle and retain newcomers. The Local Immigration Partnership also delivered Intercultural Competency Training to more than 120 people from 8 local organizations.

**Global Friends Community Wide Plan** – Global Friends is supporting FutureSSM's Social Equity Priority (SE-03) of creating a safe, welcoming and inclusive place for all, by developing and implementing a community wide plan to welcome newcomers youth and create a safe and inclusive environment for all youth, including Indigenous, LBTTQ2S+ and other minorities.

### Signs of Success:

- RNIP has already provided 6 community endorsement letters (of over 13,000 inquiries) – the first community to do so in Canada.
- Newcomers to the community have cited the 'Teni and Gabriel' story as making them feel more comfortable moving to Sault Ste. Marie.
- In June 2019, the Local Immigration Partnership began creating and distributing community welcome kits with information to help orient newcomers to the city. Since then, 50 kits have been handed out.

## Goal: Advance Indigenous relationships

### Actions:

### Rating:

**Bawaating Advisory Circle** - the Bawaating Advisory Circle was established as a way for engagement and dialogue to take place between Sault Ste. Marie leadership and our Indigenous communities. Those communities include our neighbouring First Nations, Garden River and Batchewana, as well as our urban Indigenous Community and our local Métis Community. The advisory circle is another positive step forward on the path to local reconciliation.

**Nendaaswin** – Nendaaswin in Anishinaabemowin means how you are related to everything in your environment, people, animals, air, tree etc. It is the breath we share within our environment. Nendaaswin is the name of the Indigenous Action Team working with FutureSSM to move recommendations forward.

**New Branding** – use of Biindigen and the inclusion of a representation of the Medicine Wheel in the logo/messaging.

**Indigenous Employment Roundtables** – 8 roundtables established, with the goal of promoting job opportunities to the local Indigenous community and, ultimately, generate employment opportunities for this under-serviced population.

**Murdered Missing Indigenous Women and Girls LGBT2SQQIA Gatherings** - FutureSSM's Social Equity Coordinator organized and hosted the Murdered Missing Indigenous Women and Girls LGBT2SQQIA Gathering on June 25 and 26 with the Indigenous Women's Anti-Violence Task Force funded through the National Inquiry into Missing and Murdered Indigenous Women and Girls. The gathering was to honor the spirits of missing and murdered Indigenous women and girls and offer support to families and survivors of violence

### Signs of Success:

- Positive feedback has been received regarding the use of 'Biindigen' and other elements of the new branding indicating that this has made Indigenous peoples feel welcomed and included in the community.
- FutureSSM is collaborating with the Indian Friendship Centre to plan and facilitate the upcoming Summer Moon Festival.

## Goal: Improve community well-being

### Actions:

### Rating:

**Poverty Reduction** – led the development of a single definition of poverty to align efforts

**Early Development Instrument** – a Needs Assessment was conducted by FutureSSM's Social Equity Coordinator for the Early Years System Plan. Working collaboratively, the DSSMSSAB Early Years Services and the Social Equity Coordinator proposed the Early Years Service 5 Goals for the system service plan.

**Mountain Bike Trail Development** – FutureSSM is supporting development of a new ~15 km trail network in the Hiawatha Highlands.

**A Women's Only Safe Spaces Walk** – the walk identified areas where there may be issues of concern in the downtown area as well as offered suggestions for improvement in public spaces as it pertains to women's issues.

**ParticipACTION** – Algoma Public Health and FutureSSM led local participation efforts in the nation-wide ParticipACTION contest and encouraged people to get moving in Sault Ste. Marie.

**Creating a Welcoming & Inclusive Community - Global Friends** – Global Friends is supporting FutureSSM's Social Equity Priority (SE-03) of creating a safe, welcoming and inclusive place for all, by developing and implementing a community-wide plan to welcome newcomer youth and create a safe and inclusive environment for all youth, including Indigenous, LGBTTQ2S+ and other minorities.

**Environment - Climate Change Coordinator & GHG Emissions Inventory** – Sault Ste. Marie was one of over 60 cities across Canada to receive funding from the Federation of Canadian Municipalities through its Climate Innovation Program. The goal of the program is to increase staff capacity with regards to either climate mitigation and/or adaption. The City plans to focus its efforts on mitigation by developing a plan to reduce community greenhouse gas emissions.

### Signs of Success:

- Investments in active transportation infrastructure continue with the addition of the hub trail on the south side of the newly redeveloped Bay St.
- FutureSSM now has a detailed breakdown of total greenhouse gas produced in Sault Ste. Marie. Moving forward, staff will engage with citizens, businesses and organizations to develop a community-wide plan to reduce GHG emissions.

## Goal: Revitalize our downtown

### Actions:

### Rating:



**Downtown Public Plaza Development and Consultation** – Construction is scheduled to begin in 2020. Youth outreach took place with more than 440 students, and their feedback was incorporated into the design. Once complete, the downtown community gathering place is set to feature a number of components, including a stage and video screen, skating rink, play equipment for children, seating, and public art.

**Bay Street Redevelopment** – Project is currently underway and expected to be completed in 2020. Addition of Hub trail on south side of Bay street and landscape features helps improve access to the downtown for active transportation and increases beautification of downtown.

**Community Art Project** - In partnership with community organizations and schools, the project included:

- Public furniture (Adirondack chairs)
- Public pianos
- GFL Memorial Gardens murals
- Traffic box wraps
- 5 large-scale murals

### Signs of Success:

- The public pianos, furniture and murals were extremely well received by community members and visitors, and increased foot traffic by introducing more colour and vibrancy to the downtown.



SAULT  
STE.MARIE



Thank you.  
Miigwetch.  
Merci.

[www.futuressm.com](http://www.futuressm.com)

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

**BY-LAW 2020-24**

**TRAFFIC:** (T2) A by-law to amend Traffic By-law 77-200.

**WHEREAS** Council passed a resolution on November 4, 2019, where Veterans displaying a Veteran licence plate be granted free parking at all municipal parking lots, on-street parking, and metered parking spaces for the entire day every Remembrance Day;

**NOW THEREFORE 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 AMENDED**

**PART 1 – DEFINITIONS AND INTERPRETATION**

By-law 77-200 is amended as follows:

(a) Insert: “16D. **PARKING ON REMEMBRANCE DAY FOR VETERANS**

Veterans displaying a Veteran licence plate can lawfully park free of any fees at any designated municipal parking lots, on-street parking spaces, or metered parking, on Remembrance Day. This provision shall supersede any conflicting provision found herein or within a separate by-law of The Corporation of the City of Sault Ste. Marie.”

(b) Delete Paragraph 58(2) and insert:

“58(2) **Subject to the Provincial Offences Act**

Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.”

(c) Insert Paragraph:

“58 (2.1) **Voluntary Payment of Penalties:**

Notwithstanding all other provisions of this by-law in respect of penalties for violations of any provision of this by-law, any person may, upon presentation of a tag issued alleging commission of any of the offences

provided in this section, pay out of court within 7 days (exclusive of Sundays, Saturdays and public holidays) from the date of the issue of the said tag, the minimum penalty provided for such offence by this section at the office of the Parking Authority of the City of Sault Ste. Marie, 111 Huron St, Sault Ste. Marie, ON P6A 5P9, or at Central Collections, 99 Foster Dr. Sault Ste. Marie, ON P6A 5X6 and upon such payment no further proceedings shall be taken under this by-law in respect of the said offence alleged in the tag.”

(d) Delete Paragraphs “58(3), 58(4), 58(5) and 58(6)”.

**2. EFFECTIVE DATE**

This by-law is effective on the day of its final passing.

**PASSED** in open Council this 3<sup>rd</sup> day of February, 2020.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

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

**BY-LAW 2020-37**

**ANIMAL CARE AND CONTROL:** (R1.5) A by-law to amend By-law 2019-117 (being a by-law for responsible animal care and control for The Corporation of the City of Sault Ste. Marie).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. BY-LAW 2019-117 AMENDED**

By-law 2019-117 is amended as follows:

- (a) 4.1.1(4)      Delete    "Obtain a replacement tag immideatly if the issued tag is missing."  
                        Insert    "Immediately obtain a replacement tag if the issued tag is missing."
- 4.4.1                Delete    "Where the Pound Keeper or an Officer becomes aware either on its own initiative or as a result of a complaint received by it that a dog, without provocation, bite or attacked or chased or approached a person or Domestic Animal in a menacing fashion, the Pound Keeper may serve a Dangerous Dog Notice, attached to this by-law as Schedule "H", to the Owner requiring the Owner to comply with any or all of the requirements set out in this section. Such notice shall take effect immediately upon service and the dog shall be deemed to be a Dangerous Dog."  
                        Insert    "Where the Pound Keeper or an Officer becomes aware either on its own initiative or as a result of a complaint received by it that a dog, without provocation, bite or attacked or chased or approached a person or Domestic Animal in a menacing fashion, the Pound Keeper may serve a Dangerous Dog Notice, attached to this by-law as Schedule "H". Every owner shall comply with the notice or all of the requirements set out in this section. Such notice shall take effect immediately upon service and the dog shall be deemed to be a Dangerous Dog."

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 3<sup>rd</sup> day of February, 2020.

## **MAYOR – CHRISTIAN PROVENZANO**

## **CITY CLERK – RACHEL TYCZINSKI**

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

**BY-LAW 2020-38**

**REGULATIONS:** (R1.41/R1.14048) A by-law to exempt the Ermatinger●Clergue National Historic Site, from By-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality and from By-law 80-200 being a by-law respecting noises in the City of Sault Ste. Marie.

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

**1. BY-LAW 2008-168 AMENDED**

Despite the provisions of By-law 2008-168, the Ermatinger●Clergue National Historic Site may be allowed to discharge a firearm from May 1, 2020 to December 5, 2020.

**2. BY-LAW 80-200 AMENDED**

Despite the provisions of By-law 80-200 the noise associated with the Ermatinger●Clergue National Historic Site from May 1, 2020 to December 5, 2020 is deemed not to be in violation of By-law 80-200.

**3. EFFECTIVE DATE**

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

**PASSED** in open Council this 3<sup>rd</sup> day of February, 2020.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2020-40**

**AGREEMENT:** (P2) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Solicitor General for funding of court security and prisoner transportation for 2020.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2020 between the City and Her Majesty the Queen in right of Ontario as represented by the Solicitor General, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding of court security and prisoner transportation for 2020.

**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 3<sup>rd</sup> day of February, 2020.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

## ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT** is effective as of the 1st day of January, 2020

### B E T W E E N :

**Her Majesty the Queen in right of Ontario  
as represented by the Solicitor General**

(the “Province”)

- and -

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

(the “Recipient”)

### BACKGROUND

- A. The Province implemented the Court Security and Prisoner Transportation (CSPT) Program (the “Program”) in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;
- B. The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2020;
- C. The Recipient is a municipality which is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance;
- D. The Recipient has provided its 2018 CSPT costs, as confirmed in the 2018 Annual Financial Report submitted by the Recipient;
- E. Funding is allocated based on the Recipient’s relative share of the total 2018 provincial CSPT costs.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Payment Plan and Reporting Schedules
- Schedule "E" - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
- Schedule "F" - Template for Annual Financial Report, and any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

### **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

### **3.0 AMENDING THE AGREEMENT**

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

### **4.0 ACKNOWLEDGEMENT**

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to

- organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
  - (c) the Funds are:
    - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
    - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
  - (d) the Province is not responsible for carrying out the Project; and
  - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 4.2 The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Solicitor General**

---

Date

Name: Marc Bedard  
Title: Assistant Deputy Minister  
Public Safety Division

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

---

Date

Name: Christian Provenzano  
Title: Mayor

I have authority to bind the Recipient.

---

Date

Name: Rachel Tyczinski  
Title: City Clerk

I have authority to bind the Recipient.

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

---

### **A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Court Security and Prisoner Transportation Services”** means the services and activities eligible for funding, as set out in Schedule “E”.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A13.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following December 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum Funds set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

A2.1 **General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true

and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule "D"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) use the Funds only on activities and services eligible for funding as set out in Schedule "E"; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

## **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient shall sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided only in accordance with its asset disposal policies and procedures, unless the Province agrees otherwise.

## **A6.0 CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedules "D" and "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes,

the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement,

unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## A10.0 INSURANCE

- A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30-day written notice of cancellation.

- A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## A11.0 TERMINATION ON NOTICE

- A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.
- A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:
- (a) cancel further instalments of Funds;

- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 **Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
  - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
  - (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the

Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

## **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

## **A15.0 FUNDS UPON EXPIRY**

**A15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

## **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement,

the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

**A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

- A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail will not be deemed to be given; and
  - (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

- A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A19.0 SEVERABILITY OF PROVISIONS**

- A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A20.0 WAIVER**

- A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

- A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A21.0 INDEPENDENT PARTIES**

- A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

- A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

- A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will

extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## A23.0 GOVERNING LAW

- A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## A24.0 FURTHER ASSURANCES

- A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## A25.0 JOINT AND SEVERAL LIABILITY

- A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## A26.0 RIGHTS AND REMEDIES CUMULATIVE

- A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## A28.0 SURVIVAL

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

---

<b>Maximum Funds</b>	<b>\$624,865.50</b>
<b>Expiry Date</b>	December 31, 2020
<b>Insurance</b>	\$5,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b>  Ministry of the Solicitor General  Public Safety Division, External Relations Branch  Program Development Section</p> <p><b>Address:</b>  25 Grosvenor Street  Toronto ON M7A 2H3</p> <p><b>Attention:</b>  Fionne Yip, Community Safety Analyst</p> <p><b>Fax:</b>  416-314-3092</p> <p><b>Email:</b>  Fionne.Yip@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient and to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b>  The Corporation of the City of Sault Ste. Marie</p> <p><b>Address:</b>  99 Foster Drive  Sault Ste. Marie ON P6A 5X6</p> <p><b>Attention:</b>  Ms. Shelley Schell  Chief Financial Officer / City Treasurer</p> <p><b>Email:</b>  finance@cityssm.on.ca; s.schell@cityssm.on.ca</p>

**Additional Provisions:**

None

## **SCHEDULE “C” PROJECT**

---

The Province implemented the Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions.

The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2020.

The Recipient is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

## **SCHEDULE “D” PAYMENT PLAN AND REPORTING SCHEDULES**

---

The Funds in the amount of **\$624,865.50** will be provided to the Recipient according to the following schedule:

- A. First instalment: **\$156,216.38** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with section A10.2 of the Agreement, and the Agreement has then been signed by the Province.
- B. Second Instalment: **\$156,216.38** will be paid to the Recipient, following the Province’s receipt and approval of the 2019 Annual Financial Report (due April 15, 2020). *Subsequent payments will not be released until the Province has received and approved the 2019 Annual Financial Report.*
- C. Third Instalment: **\$156,216.38** will be paid to the Recipient by the end of September 2020.
- D. Final instalment: **\$156,216.36** will be paid to the Recipient by the end of December 2020.
- E. The Recipient must submit the 2020 Annual Financial Report to the Province by April 15, 2021.

**SCHEDULE "E"**  
**COURT SECURITY AND PRISONER TRANSPORTATION**  
**SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING**

---

**A. COURT SECURITY includes:**

**1. Facility Perimeter Security**

Costs associated with external and/or internal police presence during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

**2. Courtroom Security**

Costs associated with the presence of police staff in the courtroom to ensure the safety and security of the proceedings and attendees.

**3. General Courthouse Security Presence**

Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police staff assigned to perform roving patrols of the court facility.

**4. Prisoner Movement in Courthouse**

Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

**5. Prisoner Guarding in Holding Cells**

Costs associated with guarding and monitoring of prisoners brought to court for trial and held in courthouse holding cells (where applicable).

**6. Prisoner Feeding**

Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

**B. PRISONER TRANSPORTATION includes:**

**1. Prisoner Transport**

Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

**2. Prisoner Transport - Youth**

Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending court.

\*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

**C. TRAINING, EQUIPMENT AND RECRUITING includes:**

1. Costs associated with training that is relevant to court security and prisoner transportation only.
2. Cost associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.
3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

**COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:**

**Court Administration**

Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

**SCHEDULE "F"**  
**TEMPLATE FOR ANNUAL FINANCIAL REPORT**

---

<b>REPORTING MUNICIPALITY: (please select from drop down list)</b>			
<b>CONTACT INFORMATION:</b>			
Salutation:	First Name:	Last Name:	Title:
Tel:	Ext:	Fax:	Email:
Address:			
City:		Postal Code:	
<b>LOCAL POLICE SERVICE:</b>			
Name of Municipal or Regional Police Service or OPP Detachment:			
<b>ANNUAL EXPENDITURE SUMMARY:</b>			
PLEASE COMPLETE THE FOLLOWING SECTION IN RELATION TO THE COURT SECURITY AND PRISONER TRANSPORTATION SERVICES/ACTIVITIES ELIGIBLE FOR FUNDING LISTED IN SCHEDULE B (ATTACHED).			
For lines b, c, d, g, h, and i, please provide details on a separate page, identifying the name of the municipality/funding source and the amount of funding.			
Allocation:			
<b>COURT SECURITY COSTS</b>			
a) Total gross annual court security costs:			
b) Total annual payments provided to other municipalities for court security:			
c) Total annual payments received from other municipalities for court security:			
d) Total annual payments received from other funding sources for court security:			
e) <b>Total net annual court security costs (a + b - c - d):</b>	\$0.00		
<b>PRISONER TRANSPORTATION COSTS</b>			
f) Total gross annual prisoner transportation costs:			
g) Total annual payments provided to other municipalities for prisoner transportation:			
h) Total annual payments received from other municipalities for prisoner transportation:			
i) Total annual payments received from other funding sources for prisoner transportation:			
j) <b>Total net annual prisoner transportation costs (f + g - h - i):</b>	\$0.00		
<b>Total Net Annual Court Security and Prisoner Transportation Costs (e + j):</b>		\$0.00	
Variance (Allocation - Total Net Annual Costs):		\$0.00	
<b>SIGNATURE OF AUTHORIZED OFFICIAL:</b>			
I, hereby certify that the information provided in the Annual Financial Report is true and correct and is in agreement with the books and records of the municipality and its consolidated entities.			
Title:	Print Name:		
Signature:	Date:		

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

**BY-LAW 2020-41**

**PARKING:** (P7) A by-law to amend By-law 4001 being a by-law to prohibit unauthorized parking of motor vehicles on private property.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie, pursuant to paragraph 108 of subsection 1 of section 379 of the *Municipal Act, R.S.O. 1960*, Chapter c.249 and amendments thereto, **ENACTS** as follows:

**1. BY-LAW 4001 AMENDED**

By-law 4001 is amended as follows:

(a) Delete Paragraph 1 and insert:

“1. In this by-law “constable” means a member of the Police Department of the City of Sault Ste. Marie, a special constable appointed pursuant to Section 53 of the *Police Act, R.S.O 1990*, chapter P.15, as amended, and a municipal law enforcement officer appointed pursuant to Section 15 of the *Police Act, R.S.O 1990*, chapter P.15, as amended.”

(b) Delete Paragraph 5 and insert:

“5. Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.”

(c) Amend Paragraph 6:

i) Deleting the words “seventy-two hours” and replacing them with “seven (7) days”.

**2. EFFECTIVE DATE**

This by-law is effective on the day of its final passing.

**PASSED** in open Council this 3<sup>rd</sup> day of February, 2020.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\COUNCIL\BY-LAWS\2020\2020-41 AMENDING BY-LAW 4001 PARKING.DOC

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

**BY-LAW 2020-42**

**PARKING:** (P7) A by-law to amend By-law 69-80 being a by-law to regulate the parking of vehicles on lands or buildings operated by the Parking Division of the City of Sault Ste. Marie as parking lots on which no charge is made to the public for the parking of vehicles.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 11 of the paragraph 108 of subsection 1 of section 379 of the *Municipal Act*, 2001 c. 25 and amendments thereto, **ENACTS** as follows:

**1. BY-LAW 69-80 AMENDED**

By-law 69-80 is amended as follows:

(a) Delete Paragraph 3 and insert:

“3. Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.”

(b) Delete Paragraph 4.

(c) Amend Paragraph 6 by deleting the words “seventy-two hours” and replacing them with “seven (7) days”.

**2. BY-LAW 2019-52 AND BY-LAW 2019-32 REPEALED**

By-law 2019-52 and By-law 2019-32 is hereby repealed.

**3. EFFECTIVE DATE**

This by-law is effective on the day of its final passing.

**PASSED** in open Council this 3<sup>rd</sup> day of February, 2020.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

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

**BY-LAW 2020-43**

**FIRE ROUTES:** (F2.2) A by-law to amend By-law 2013-105 being a by-law to designate certain roadways as fire routes along which no parking of vehicles shall be permitted.

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

**1. BY-LAW 2013-105 AMENDED**

By-law 2013-105 is amended as follows:

(a) Delete Paragraph 7(1) and insert:

“7(1). Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.”

**2. BY-LAWS 84-177 AND 89-353 REPEALED**

By-laws 84-177 and 89-353 are hereby repealed upon receipt of the approved set fines from the Regional Senior Justice of Ontario Court of Justice.

**3. EFFECTIVE DATE**

This by-law is effective on the day of its final passing.

**PASSED** in open Council this 3<sup>rd</sup> day of February, 2020.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

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

**BY-LAW NO. 2020-44**

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 139 White Oak Drive West (BDI Holdings LTD. c/o Shawn Spurr)

**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. 139 WHITE OAK DRIVE WEST; LOCATED APPROXIMATELY 60 METRES EAST FROM THE INTERSECTION OF CARMEN'S WAY AND WHITE OAK DRIVE WEST; CHANGE FROM R2 TO R4.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 58 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R4.S (Medium Density Residential) zone with a "Special Exception".

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

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(392) and heading as follows:

**"2(392) 139 White Oak Drive West**

Despite the provisions of By-law 2005-150, the zone designation on the lands located approximately 60 metres east from the intersection of Carmen's Way and White Oak Drive West and having civic no. 139 White Oak Drive West and outlined and marked "Subject Property" on the map attached as Schedule 392 hereto is changed from R2 (Single Detached Residential) zone to R4.S (Medium Density Residential) zone with a "Special Exception" to permit, in addition to those uses permitted in an R4 zone, the following special exceptions:

- 1) Permit two parking spaces in the required front yard.
- 2) Permit the development of an apartment building and a multiple attached building consisting of no more than 20 units in total and no higher than one storey."

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 3<sup>rd</sup> day of February, 2020.

---

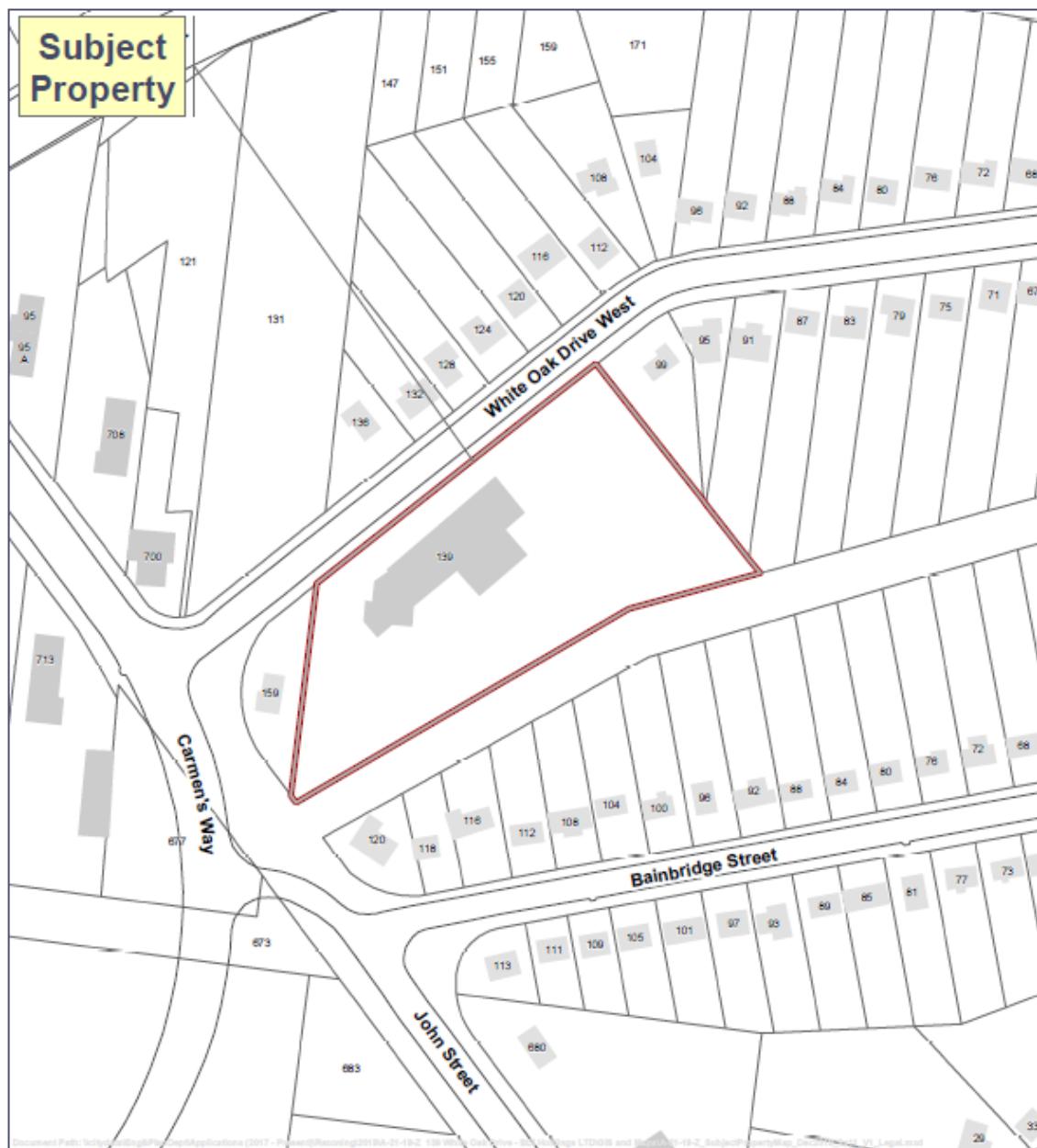
**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

I:\V\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2020\139 White Oak Drive BDI Holdings Inc\2020-44(Z) 139 White Oak Drive W.docx

SCHEDULE "A" TO BY-LAW 2020-44 AND  
SCHEDULE 392 TO BY-LAW 2005-151



Application Map Series	Legal Department Reference
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	Schedule "A"
Property Information	Legend
Civic Address: 139 White Oak Drive West Roll No.: 040001060000000 Map No.: 58 Application No.: A-21-19-Z Date Created: December 16, 2019	 <b>SAULT STE. MARIE</b> <b>Planning and Enterprise Services</b> Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 <a href="http://saultstemarine.ca">saultstemarine.ca</a>   705-759-5368   <a href="mailto:planning@cityssm.on.ca">planning@cityssm.on.ca</a> <small>This map is for general reference only.            Orthophoto: None            Projection Details:            NAD 1983 UTM Zone 16N            GCS North American 1983</small> 

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

**BY-LAW NO. 2020-45**

**DEVELOPMENT CONTROL:** A by-law to designate the lands located at 139 White Oak Drive West an area of site plan control (BDI Holdings LTD. c/o Shawn Spurr)

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

**1. DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

**2. SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

**3. SCHEDULE "A"**

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

**4. PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

**5. EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this 3<sup>rd</sup> day of February, 2020.

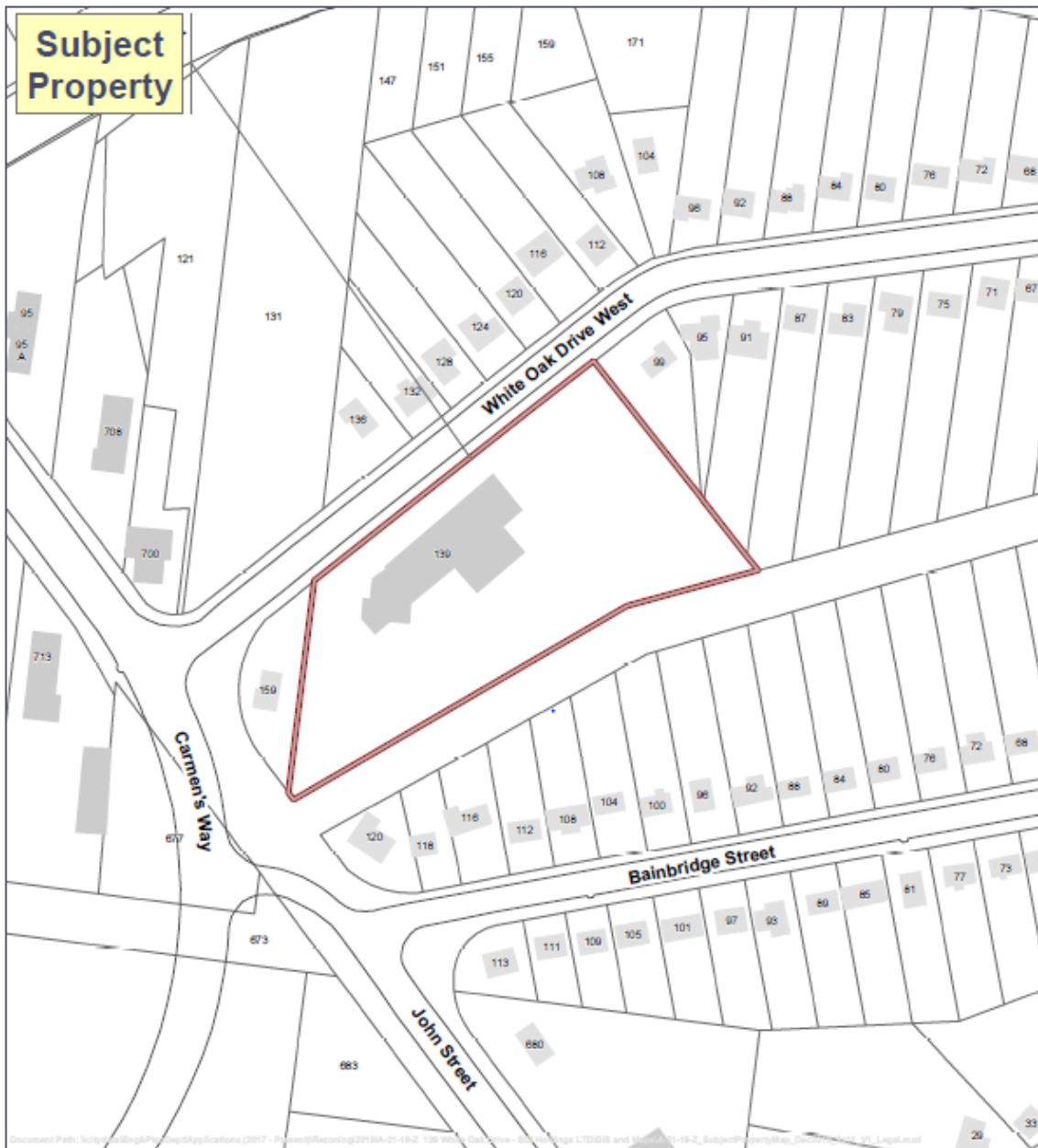
---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

SCHEDULE "A" TO BY-LAW 2020-45



Application Map Series	Legal Department Reference
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	Schedule "A"  <b>SAULT STE. MARIE</b> <b>Planning and Enterprise Services</b> Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 <a href="http://saultstemarie.ca">saultstemarie.ca</a>   705-759-5368   <a href="mailto:planning@cityssm.on.ca">planning@cityssm.on.ca</a> <small>This map is for general reference only            Orthophoto: None            Projection Details:            NAD 1983 UTM Zone 15N            GCS North American 1983</small>
Property Information	Legend
Civic Address: 139 White Oak Drive West Roll No.: 040001060000000 Map No.: 58 Application No.: A-21-19-Z Date Created: December 16, 2019	 Subject Property - 139 White Oak Drive West  Parcel Fabric

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2020-46**

**AGREEMENT:** (AG132) A by-law to authorize the execution of the Lease Amending and Extension Agreement between the City and Rogers Communications Inc. to provide for a further option to extend the lease and to incorporate an amended insurance provision regarding the lease of 638 Cathcart Street, Sault Ste. Marie.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Lease Amending and Extension Agreement dated February 3, 2020 between the City and Rogers Communications Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to provide for a further option to extend the lease and to incorporate an amended insurance provision regarding the lease of 638 Cathcart Street, Sault Ste. Marie.

**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 3<sup>rd</sup> day of February, 2020.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

## Schedule "A"

Site Name: C4398 West Street

Lease ID: 56680001

### **LEASE AMENDING AND EXTENSION AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
(the "Landlord")

- and -

**ROGERS COMMUNICATIONS INC.**  
(the "Tenant")

**WHEREAS:**

- A. The Landlord and the Tenant entered into a lease dated March 24, 2014 (the "Lease"), with respect to certain and real property known as 638 Cathcart Street, Sault Ste. Marie, Ontario (the "Property"), as more particularly described in the Lease with a commencement date of December 1, 2014; and
- B. The Landlord and Tenant have agreed to amend and extend the Lease as hereinafter provided.

**THEREFORE** in consideration of the mutual covenants, terms, conditions and agreements contained herein the Landlord and the Tenant agree as follows:

1. **Further Options to Extend**

The Landlord irrevocably grants to the Tenant the option to further extend the term for one (1) further and consecutive period of five (5) years, commencing December 1<sup>st</sup>, 2034. The option shall be deemed to be exercised by the Tenant unless the Tenant gives notice in writing at least 60 days prior to the expiry of the term or any extension period stating that it elects not to exercise such option.

2. **Rent Payable During Extension Term**

Rent for the 5-year extension term shall be rent payable during the preceding term increased by 10% for the upcoming term.

3. **Indemnity**

The Tenant shall increase the public liability and property damage insurance coverage to not less than \$5,000,000. All other terms under paragraph 11 in the Lease remains the same.

4. **Application of Lease**

The Landlord and Tenant acknowledge and agree that except as otherwise provided herein this agreement shall be on the same terms and conditions as the Lease and the capitalized terms herein unless otherwise provided shall have the same meaning as ascribed to them in the Lease. All other terms and conditions of the Lease remain in full force and effect.

**IN WITNESS WHEREOF** the parties hereto have hereunto executed this agreement as of the last date written below.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020

**ROGERS COMMUNICATIONS INC.**

Per: \_\_\_\_\_

Name: Alana Marinhais

Title: Director, National Real Estate

I have the authority to bind the Corporation

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

Per: \_\_\_\_\_

Name: Christian Provenzano

Title: Mayor

I have the authority to bind the Corporation

Per: \_\_\_\_\_

Name: Rachel Tyczinski

Title: City Clerk

I have the authority to bind the Corporation

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

**BY-LAW NO. 2020-47**

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 227, 231, 235, 239 and 243 East Balfour Street (Richard and Melissa Hurley).

**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. 227, 231, 235, 239 AND 243 EAST BALFOUR STREET; LOCATED ON THE SOUTH EAST CORNER OF THE INTERSECTION OF EAST BALFOUR STREET AND GOULAIS AVENUE; CHANGE FROM R2 TO R3.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 54 & 1-70 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception".

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

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(393) and heading as follows:

**"2(393) 227, 231, 235, 239, 243 East Balfour Street**

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south east corner of the intersection of East Balfour Street and Goulais Avenue and having civic no.'s 227, 231, 235, 239 and 243 East Balfour Street and outlined and marked "Subject Properties" on the map attached as Schedule 393 hereto is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception" to:

1. Reduce the required interior side yard for the future middle lot from 3m to 1.2m.
2. Reduce the required interior side yard for the future easterly lot from 3m to 1.2m."

**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 3<sup>rd</sup> day of February, 2020.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

tj\\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\ZONING\\2020\\2020-47(Z) 2020-48(DC) East Balfour Street\\2020-47 (Z).docx

**SCHEDULE "A" TO BY-LAW 2020-47 AND  
SCHEDULE 393 TO BY-LAW 2005-151**



<b>Application Map Series</b> <input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	<b>Legal Department Reference</b> Schedule "A"	 <b>SAULT STE.MARIE</b> <b>Planning and Enterprise Services</b> Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 <a href="http://saultstmarie.ca">saultstmarie.ca</a>   705-759-5368   <a href="mailto:planning@cityssm.on.ca">planning@cityssm.on.ca</a>
<b>Property Information</b> Civic Address: 227, 231, 235, 239 & 243 East Balfour Street Roll No.: Multiple Map No.: 54 & 1-70 Application No.: A-22-19-Z Date Created: December 17, 2019	<b>Legend</b>  Subject Properties  Parcel Fabric	This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983 <div style="text-align: right;">            0 5 10 20 Meters          1:1,000       </div>

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

**BY-LAW NO. 2020-48**

**DEVELOPMENT CONTROL:** A by-law to designate the lands located at 227, 231, 235, 239 and 243 East Balfour Street an area of site plan control (Richard and Melissa Hurley).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

**1. DEVELOPMENT CONTROL AREA**

The lands described on Schedule “A” attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

**2. SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council’s powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Properties on the map attached as Schedule “A” to this by-law.

**3. SCHEDULE “A”**

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

**4. PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

**5. EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this 3<sup>rd</sup> day of February, 2020.

---

**MAYOR – CHRISTIAN PROVENZANO**

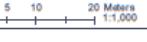
---

**CITY CLERK – RACHEL TYCZINSKI**

tj\\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\ZONING\\2020\\2020-47(Z) 2020-48(DC) East Balfour Street\\2020-48(DC).docx

## SCHEDULE "A" TO BY-LAW 2020-48



<b>Application Map Series</b> <input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	<b>Legal Department Reference</b> Schedule "A"	 <b>SAULT STE.MARIE</b> <b>Planning and Enterprise Services</b> Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 <a href="http://saultstemarie.ca">saultstemarie.ca</a>   705-759-5368   <a href="mailto:planning@citysm.on.ca">planning@citysm.on.ca</a>
<b>Property Information</b> Civic Address: 227, 231, 235, 239 & 243 East Balfour Street Roll No.: Multiple Map No.: 54 & 1-70 Application No.: A-22-19-Z Date Created: December 17, 2019	<b>Legend</b>  Subject Properties  Parcel Fabric	This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983  

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2020-50**

**AGREEMENT:** (E2.3) A by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for professional consulting services for the Great Northern Road/Second Line Traffic Network Class Environmental Assessment.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 3, 2020 between the City and Tulloch Engineering Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for professional consulting services for the Great Northern Road/Second Line Traffic Network Class Environmental Assessment.

**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 3<sup>rd</sup> day of February, 2020.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

Consulting Engineers of Ontario (CEO)  
in partnership with the  
Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT

FOR

*PROFESSIONAL CONSULTING SERVICES*

2019  
(VERSION 3.0)

Great Northern Road/Second Line Traffic Network Class  
Environmental Assessment

## Table of Contents

DEFINITIONS .....	4
ARTICLE 1 - GENERAL CONDITIONS .....	5
ARTICLE 2 – SERVICES TO BE PROVIDED .....	12
ARTICLE 3 - FEES AND DISBURSEMENTS .....	13
ARTICLE 4 – FORM OF AGREEMENT .....	17
ARTICLE 5 – SCHEDULES.....	18

AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES

Dated the 3rd day of February 2020

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

TULLOCH Engineering Inc.

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Complete a Class Environmental Assessment to identify and evaluate alternatives for the development of a secondary road network in the area of the Great Northern Road/Second Line intersection to alleviate traffic issues on the primary road network. The Class EA will include the development and evaluation of alternatives for improved traffic flow, walking, cycling, transit, streetscaping and other public realm improvements in the study area.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional Services in connection therewith.

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## DEFINITIONS

### **1. Client**

Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

### **2. Engineer**

Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

### **3. Municipal Engineers Association (MEA)**

MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario

### **4. Consulting Engineers of Ontario (CEO)**

CEO shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

### **5. Order of Precedence:**

- i. Standard Agreement
- ii. Schedule A: Supplementary Conditions to the Standard Agreement
- iii. Schedule B: Addenda to the Request for Proposals (RFP)
- iv. Schedule C: Request for Proposal (RFP)
- v. Schedule D: Proposal submission document(s) from the Engineer
- vi. Schedule E: Other

## ARTICLE 1 - GENERAL CONDITIONS

### **1.1 Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) for the Project under the general direction and control of the Client.

### **1.2 Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

### **1.3 Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

### **1.4 Drawings and Documents**

Subject to Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. Subject to Article 1.5, the Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

### **1.5 Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his/her Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

### **1.6 Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

## **1.7 Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

## **1.8 Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

## **1.9 Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his/her Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is an individual and deceases before his/her Services have been completed, this Agreement shall terminate as of the date of his/her death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

## **1.10 Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable resulting from the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of his/her Services to the Client within this project.

## **1.11 Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) or (b), or whichever is applicable to the claim or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$ 5,000,000 per occurrence and in the aggregate for general liability and \$ 2,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$ 2,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

#### **1.12 Force Majeure**

The Client agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.

#### **1.13 Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

#### **1.14 Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

#### **1.15 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

#### **1.16 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not

be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

#### **1.17 Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of 5 % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

#### **1.18 Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

#### **1.19 Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

#### **1.20 Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him/her, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

#### **1.21 Dispute Resolution**

##### **1) Negotiation**

- a) In the event a matter of difference between the Engineer and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
  
- b) The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Engineer and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

- a) The Engineer and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
  - i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the *Arbitration Act, 1991*, S.O. 1991, C. 17.
  - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
  - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
  - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46(setting aside award) of the *Arbitration Act, 1991*.
  - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.
- 4) Adjudication

- a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act, R.S.O. 1990, c. C-30*.
- b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

## **1.22 Time**

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

## **1.23 Estimates, Schedules and Staff List**

### **1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

### **1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1(a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

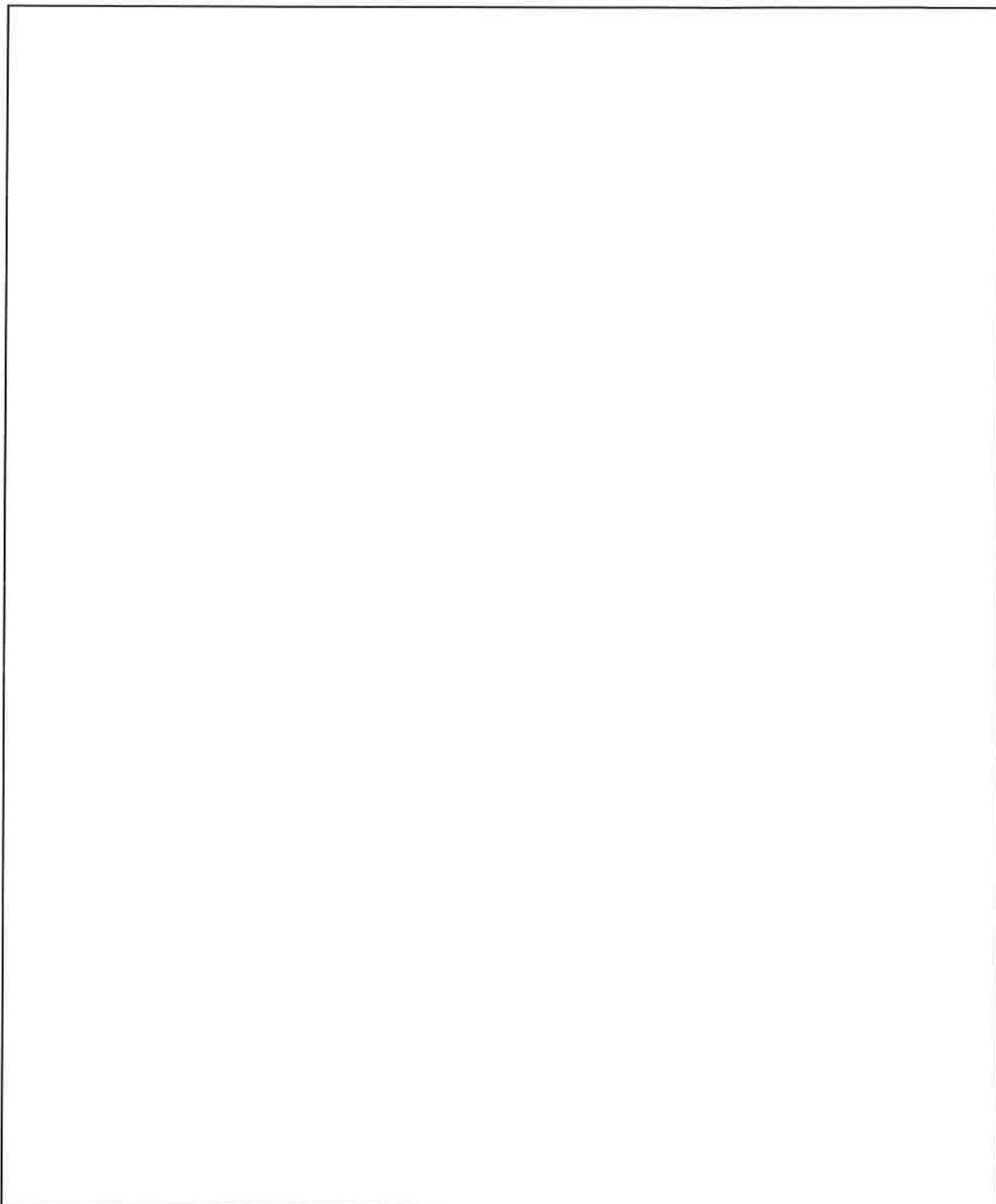
### **1.23.3**

#### **Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

## **1.24 Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.



## ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.1 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

The Consultant shall provide the services for Class Environmental Assessment planning and preliminary design and such work shall include the following:

1. Meeting with the Client to review the proposed work program outlining tasks and schedule.
2. Collect background documentation from the City and other agencies including reports, drawings, studies, etc. pertaining to the study area. Review data and develop list of additional data required.
3. Assemble and evaluate existing utility, traffic and municipal servicing data.
4. Conduct a physical reconnaissance and review topographical maps of the Project area to ascertain the location, topography, existing municipal services and overall characteristics of the area.
5. Development of a Public Consultation and Communication Plan for the Class EA.
6. Development of a clear statement of the problem or opportunity to be addressed in the Class EA.
7. Identification of alternative solutions to the problem in consultation with the City and other stakeholders.
8. Completion of traffic modelling in the Study Area in order to assess and verify the feasibility of alternative solutions, and the details of the same.
9. Preparation of preliminary plans showing existing conditions and the alternative solutions.
10. Complete a detailed inventory of the natural, social and economic environment in the project area.
11. Identify impacts of the alternative solutions on the environment and appropriate mitigating measures.
12. Complete a detailed evaluation of alternative solutions in conjunction with the City including such factors as technical merits, property requirements, potential environmental impacts, cost and operational factors.
13. Recommend a preliminary preferred solution.
14. Consultation with the public and review agencies including preparation for and participation in public open houses(s).
15. Selection of the Preferred Solution, in conjunction with the City.
16. Identification and evaluation of design options for the preferred solution including alignment, proposed typical cross-sections, pedestrian, cycling and transit facilities, streetscaping, other public realm improvements and any special features.
17. Preparation and distribution of minutes of Project meetings.
18. Correspondence with governmental ministries, agencies and other public authorities.
19. Establish preliminary property requirements and identify property acquisition requirements, if any.
20. Identify major utility installations and adjustments.
21. Preparation of Preliminary Drawings.
22. Development of preliminary construction cost estimates.
23. Preparation of the Class EA Environmental Study Report outlining the Class EA planning activities, evaluation criteria, preferred solution and design elements, preliminary costs and implementation requirements.

2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

The Client shall provide the Consultant with:

1. Available studies/reports or any other relevant information related to the study area.
2. Access to and the use of traffic data, existing plans, profiles, utility information, legal documents and correspondence relevant to the Work.
3. Assistance in advertising for, coordinating and conducting any public consultation events.
4. Publication of notices to the public.
5. General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement.
6. Any information regarding soils and utilities in the possession of the Client necessary for the preparation of the plans.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses (1) to (6) hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 **Definitions**

For the purpose of this Agreement, the following definitions shall apply:

**a) Cost of the Work:**

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he/she is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

**b) Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### 3.2 **Basis of Payment for this agreement**      Fees Calculated on Time

#### 3.2.1 **Fees Calculated on a Percentage of Cost Basis**

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

#### CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

### **3.2.2 Fees Calculated on a Time Basis**

#### **a) Fees**

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as detailed in the Engineer's proposal.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

#### **b) Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

### **3.2.3 Upset Cost Limit**

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of .5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$ 118,115.00 plus, applicable taxes made up as follows:
  - (i) \$ 118,115.00 plus, applicable taxes for Core Services as described in Schedule A; and,
  - (ii) \$ 0 plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

### **3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Engineer in connection with the project.

### **3.2.5 Lump Sum Basis**

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive or labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or

milestone achieved as detailed in the RFP.

- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.

### 3.3 Payment

#### 3.3.1 Fees Calculated on a Time Basis Applies

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month.

#### 3.3.2 Fees Calculated on a Percentage of Cost Basis Does Not Apply

##### a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced.

##### b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his/her fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

##### c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within \_\_\_\_\_ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the \_\_\_\_\_ months will be undertaken on a time basis.

##### d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his/her fee on the basis of the actual Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

### **3.3.3 Lump Sum Does Not Apply**

Based on a milestone basis as per the Engineer's proposal.

### **3.3.4 Invoices Generally**

#### **a) Requirements for a proper invoice**

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied , and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):

#### **b) Disputed invoices**

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

### **3.3.5 Terms of Payment**

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 30 days after receiving the invoice.

Interest on overdue accounts will be charged at the rate of **12%** per annum.

## ARTICLE 4 – FORM OF AGREEMENT

**ENGINEER:** TULLOCH Engineering Inc.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This 3rd Day of February, 2020

Signature		Signature	
Name	Larry Jackson	Name	
Title	General Manager of Engineering	Title	

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

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This 3rd Day of February, 20 20

Signature		Signature	
Name	Christian Provenzano	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

## ARTICLE 5 – SCHEDULES

*Copies of Request for Proposal and Proposal Submission documents if required.*

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

Schedule A: Supplementary Conditions – attached OR not used

Schedule B: Addenda – attached OR not used

Schedule C: Scope of Services – RFP attached OR not used

Schedule D: Proposal from engineer – attached OR not used

Schedule E: Other

Attached
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

NOTE: Attach all appropriate schedule documents as indicated (✓).

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2020-51**

**AGREEMENT:** (P5) A by-law to authorize the execution of the Agreement between the City and Poralu Marine Inc. for the provision of D Dock replacement at the Bellevue Marina.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 3, 2020 between the City and Poralu Marine Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the provision of D Dock replacement at the Bellevue Marina.

**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 3rd day of February, 2020.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

CCDC 2

stipulated price contract

2 0 0 8

Bellevue Marina D-Dock Replacement

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

## TABLE OF CONTENTS

### AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A-1 The Work
- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

### DEFINITIONS

- 1. Change Directive
- 2. Change Order
- 3. Construction Equipment
- 4. Consultant
- 5. Contract
- 6. Contract Documents
- 7. Contract Price
- 8. Contract Time
- 9. Contractor
- 10. Drawings
- 11. Notice in Writing
- 12. Owner
- 13. Place of the Work
- 14. Product
- 15. Project
- 16. Provide
- 17. Shop Drawings
- 18. Specifications
- 19. Subcontractor
- 20. Substantial Performance of the Work
- 21. Supplemental Instruction
- 22. Supplier
- 23. Temporary Work
- 24. Value Added Taxes
- 25. Work
- 26. Working Day

### GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

#### PART 1 GENERAL PROVISIONS

- GC 1.1 Contract Documents
- GC 1.2 Law of the Contract
- GC 1.3 Rights and Remedies
- GC 1.4 Assignment

#### PART 2 ADMINISTRATION OF THE CONTRACT

- GC 2.1 Authority of the Consultant
- GC 2.2 Role of the Consultant
- GC 2.3 Review and Inspection of the Work
- GC 2.4 Defective Work

#### PART 3 EXECUTION OF THE WORK

- GC 3.1 Control of the Work
- GC 3.2 Construction by Owner or Other Contractors
- GC 3.3 Temporary Work
- GC 3.4 Document Review
- GC 3.5 Construction Schedule
- GC 3.6 Supervision
- GC 3.7 Subcontractors and Suppliers
- GC 3.8 Labour and Products
- GC 3.9 Documents at the Site
- GC 3.10 Shop Drawings
- GC 3.11 Use of the Work
- GC 3.12 Cutting and Remedial Work
- GC 3.13 Cleanup

#### PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

#### PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Progress Payment
- GC 5.3 Progress Payment
- GC 5.4 Substantial Performance of the Work
- GC 5.5 Payment of Holdback upon Substantial Performance of the Work
- GC 5.6 Progressive Release of Holdback
- GC 5.7 Final Payment
- GC 5.8 Withholding of Payment
- GC 5.9 Non-conforming Work

#### PART 6 CHANGES IN THE WORK

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price

#### PART 7 DEFAULT NOTICE

- GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
- GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

#### PART 8 DISPUTE RESOLUTION

- GC 8.1 Authority of the Consultant
- GC 8.2 Negotiation, Mediation and Arbitration
- GC 8.3 Retention of Rights

#### PART 9 PROTECTION OF PERSONS AND PROPERTY

- GC 9.1 Protection of Work and Property
- GC 9.2 Toxic and Hazardous Substances
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

#### PART 10 GOVERNING REGULATIONS

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

#### PART 11 INSURANCE AND CONTRACT SECURITY

- GC 11.1 Insurance
- GC 11.2 Contract Security

#### PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

- GC 12.1 Indemnification
- GC 12.2 Waiver of Claims
- GC 12.3 Warranty

The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- \* The Association of Canadian Engineering Companies
- \* The Canadian Construction Association
- \* Construction Specifications Canada
- \* The Royal Architectural Institute of Canada

\*Committee policy and procedures are directed and approved by the four constituent national organizations.

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 2 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

#### CCDC Copyright 2008

Must not be copied in whole or in part without the written permission of the CCDC.

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

For use when a stipulated price is the basis of payment.

This Agreement made on the 3rd day of February in the year 2020.

by and between the parties

The Corporation of the City of Sault Ste. Marie

---

hereinafter called the "*Owner*"

and

Poralu Marine Inc.

---

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

**ARTICLE A-1 THE WORK**

The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for  
Bellevue Marina D-Dock Replacement

---

*insert above the name of the Work*

located at

1 Pine Street, Sault Ste. Marie, ON

---

*insert above the Place of the Work*

for which the Agreement has been signed by the parties, and for which  
STEM Engineering Group Inc.

---

*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 February in the year 2020 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 8th day of May in the year 2020.

**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
- \*

1) Poralu Marine Proposal Submission for:

City of Sault Ste. Marie  
Bellevue Marina - Jetty D Dock Replacement  
Dated: 12/17/2019

2) Letter of Intent prepared by STEM Engineering Group Inc. dated January 21, 2020.

\* (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:

Three Hundred Thirty Five Thousand Six Hundred Sixty Four and  
Nineteen Cents /100 dollars \$ 335,664.19

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Fourty Three Thousand Six Hundred Thirty Six and Thirty Four Cents /100 dollars \$ 43,636.34

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Three Hundred Seventy Nine Thousand Three Hundred and Fifty Three Cents /100 dollars \$ 379,300.53

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

N/A

*(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, ON P6A 5X6

---

*address*

---

*facsimile number*

r.borean@cityssm.on.ca

*email address*

### Contractor

Poralu Marine Inc.

---

*name of Contractor\**

345 Boulevard Industriel, St-Eustache, QC J7R 6C9

---

*address*

---

*facsimile number*

p.lavallee@poralu.com

*email address*

### Consultant

STEM Engineering Group Inc.

---

*name of Consultant\**

875 Queen St. E., Suite 2, Sault Ste. Marie, ON P6A 2B3

---

*address*

---

*facsimile number*

mail@stemeng.ca

*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*

*name of person signing*

*signature*

*name of person signing*

### WITNESS

### Christian Provenzano, Mayor

*name and title of person signing*

*signature*

Rachel Tyczinski, City Clerk

*name and title of person signing*

### CONTRACTOR

Poralu Marine Inc.

*name of Contractor*

*signature*

*name of person signing*

*signature*

*name of person signing*

*signature*

*name and title of person signing*

*signature*

*name and title of person signing*

- N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
  - (b) the affixing of a corporate seal, this Agreement should be properly sealed.

## 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.

75 Albert Street  
Suite 400  
Ottawa, Ont. K1P 5E7

Tel: (613) 236-9455  
Fax: (613) 236-9526  
info@ccdc.org

## CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

### CCDC 41 CCDC INSURANCE REQUIREMENTS

**PUBLICATION DATE: JANUARY 21, 2008**

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
  - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
    - Asbestos
    - Cyber Risk
    - Mould
    - Terrorism

Association  
of Canadian  
Engineering  
Companies

Canadian  
Construction  
Association

Construction  
Specifications  
Canada

The Royal  
Architectural  
Institute of Canada

 <b>PORALU</b> MARINE	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal Bellevue Marina – Jetty D Dock Replacement	Page 1 on 18
		12/17/2019



**Poralu Marine**  
**Bellevue Marina – Jetty D Replacement**  
**Proposal and Technical Product and**  
**Electrical Servicing Specifications**



 <b>PORALU</b> MARINE	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal Bellevue Marina – Jetty D Dock Replacement	Page 2 on 18
		12/17/2019

### Executive Summary

We are pleased to provide Poralu's proposed solution for the demolition of the government wharf, design, supply and installation of a floating dock system with service upgrades that meets all the tender requirements for the City of Sault Ste. Marie's, Bellevue Marina – Jetty D Replacement.

As per the Form of Tender, the cost associated with the Design-Build Services for the Dock Replacement, as per Poralu's Submitted Tender, is \$ **335,664.19**.

### System Description and Description of Firm

Operating since 1985, with over 8,000 projects and 50,000 berths installed and operational on 5 continents, Poralu Marine is one of the world leaders in the development and delivery of solutions for your marina's needs, from general works, to docking and equipment needs. We work closely with clients to meet current objectives and to deliver long term, low maintenance solutions.

Our work force and in-house engineering team based in Ontario and Quebec work side by side with client teams to deliver projects with the highest standards and client considerations for cost reduction, cost recover and revenue creation, while balancing impacts on marine environments. Our team is here to work with operators, municipalities, Councils, directors and boards to optimize every aspect of your marina environment from boardwalks, to breakwaters, to bridges, to docks. We provide everything from engineering to final installations of docks, breakwalls and wharfs.

Poralu was one of the first dock manufacturers to use a complete, patented and exclusively aluminum structure with proprietary thick-walled floats made of roto-molded polyethylene, filled with expanded polystyrene. The Poralu system allows for flexibility in growth, development and design and as a Canadian manufacturer with global experience, we are poised to assist marinas with expanding, renovating, restructuring, and re-examining their general docking and marina needs. The Poralu System is an engineered and tested series of an arrangement of pieces, that integrate one into the other to create a complete docking solution. Main frames are made of strong yet flexible aluminum; decking is made of very strong and durable polyethylene; floats are unsinkable and house services that are accessible from top of deck. The Poralu System is easily adjustable as the fingers and accessories fit into the extruded aluminum whaler. The Poralu System is all 'tied' together with our Silent-Bloc a rated 20,000 lb connector (detailed below) that provides a warrantied and strong connection for the docking system.

Being a leader and innovator is our passion. Avant-gardism is in our spirit. With meticulous attention to details and nothing left to chance. For your convenience, the components are designed to fit with ease, be interchangeable within your marina and to be virtually **maintenance free**.

Poralu Marine can provide full turn-key projects from the design of marinas, the anchoring, the installation of fixed or floating structures, and the required service components like pedestals, pump out stations, solar lights, fixtures and features.

Poralu has worked across Canada on projects including Town of Severn, Frenchman's Bay, Oak Bay Marina, Nanaimo, Victoria, Quebec City, Hamilton, Toronto's Outer Harbour, to name just a few of the 8,000 worldwide.

 <b>PORALU</b> MARINE	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal Bellevue Marina – Jelly D Dock Replacement	Page 3 on 18
		12/17/2019

### **Outline of Qualifications and Experience:**

#### **Project Team ~ Engineering, Fabrication, Construction and Management**

We have assembled a highly qualified and experienced group of companies and individuals to work with the City of Sault Ste. Marie. Collectively the companies and personnel selected have designed, manufactured and installed over 50,000 berths, over five continents and in four provinces across Canada.

#### **Poralu Marine: Director of Engineering: Philippe LEMAY, Ing**

- COO and Engineering Manager: Poralu Marine Inc.
- Registered Engineer in Québec
- More than 10 years of experience in the marina industry.
- AODA Certified – Human Rights Commission

#### **Poralu Marine: Project Manager: Tyler Hackett, EIT**

- 5 years Project Management and Construction Management experience in various marina environments
- 3 years experience with Poralu products; installations, configurations, design and project management

#### **Poralu Marine: Regional Sales and Development: Stephen Fischer, HBA**

- 10 years Project Management and Construction Management experience in municipal environment
- 5 years experience with Poralu products; installations, configurations, design
- Office located the Niagara Region, connected to all local suppliers/contractors

#### **Poralu Marine: Operations Manager: Gabriel Foucault**

- Vast experience in marina installation in various countries, configurations and constraints
- 8 years experience with Poralu
- Installation of more than 3,000 slips in over 30 large scale marinas
- Certified SeaFlex Installer

#### **Electrical Marina Design Specialist: Chris Dolan**

- 25 years experience with marine electrical design and development
- 1,000's of marina projects spanning South, Central and North America

### **Team Organization:**

Roles and responsibilities of the team above can be summarized as follows:

Design, Engineering, Production Coordination – Philippe Lemay, Tyler Hackett, Chris Dolan  
Build, Installation & Servicing Coordination – Gabriel Foucault, Tyler Hackett, Stephen Fischer  
Project Management – Tyler Hackett, Stephen Fischer

#### **a. References:**

Poralu has over 8,000 projects to its name, a large number of which have been for municipalities, provincial or federal governments, agencies or authorities. Five such projects are listed here:

 <b>PORALU</b> MARINE	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal Bellevue Marina – Jetty D Dock Replacement	Page 4 on 18
		12/17/2019

▲ **Outer Harbour Marina, Toronto Port Authorities**, Toronto, ON – 600 slips

Federal Project completed in 2011. Design, remodel and replacement of all slips within the marina. Design build of all electrical and sanitary services, as well. EcoStyle polypropylene decking.

▲ **Québec City : Basin Louise (Phase 2)**, Quebec City, QC - 425 slips

Municipal Project. Full renovation of the existing marina including the installation of integrated central pump out system – turnkey installation. Anchoring on chain and deadweight blocks. Composite wood decking.

▲ **Montréal Vieux Port escale Vieux Port**, Montréal, QC – 335 slips

Federal & Municipal Project. Full design build & renovation of the existing marina in 2010-2011 including installation of new floating buildings & restrooms. Turnkey installation by Poralu, in a site difficult to access. EcoStyle polypropylene decking. Anchoring on chain and deadweight blocks. Resurfacing of existing gangways.

▲ **Victoria Harbour Authority: Fisherman's Wharf** – Victoria, BC – 90 slips

Harbour Authority Project. Full renovation of the existing marina including a new design by Poralu Marine in 2013-2014 adding 30% more moorings. Supervision of the installation performed in tandem with employees of the Authority. EcoStyle polypropylene decking. Anchoring on Seaflex and screw embedment.

▲ **Harbour West Marina**, Hamilton, ON, Canada – 38 slips

Municipal & Port Authority Project from 2016, coordination with removals of sinking, hollow steel floats with new docking jetties attached to existing piles, with flexibility built in to later be repurposed and moved to new HPA Lift Piers and attached to H-beams on shorewall. EcoStyle polypropylene decking.

## Project Team

### Description of Firm:

We are pleased to be able to provide a group of experienced sub-contractors and suppliers for the project who will deliver the ancillary services and deliverables. Each has supplied to the City in the past. Poralu will be working with:

Permanent Electric	Sault Ste Marie, ON	Assigned Value: \$30,000.00 CAD
DMN Plumbing	Sault Ste Marie, ON	Assigned Value: \$15,000.00 CAD
Marine Electrical Equipment	Williamsburg, VA	Assigned Value: \$25,000.00 CAD

### Schedule:

Commencement of Services: February 10, 2020

Design Drawings: February 28, 2020

Mobilization: Week of March 30<sup>th</sup>, 2020

Removals and Site Prep: March 31<sup>st</sup> – April 4<sup>th</sup>

Written Commitment to delivery and site condition analysis: April 10, 2020

Product Delivery: April 27<sup>th</sup>, 2020

Installation: April 28<sup>th</sup>-May 3<sup>rd</sup>, 2020

Electrical: May 1<sup>st</sup> – May 5<sup>th</sup>, 2020

Plumbing: May 4<sup>th</sup> – May 6<sup>th</sup>, 2020

Completion: May 8, 2020

 <b>PORALU</b> MARINE	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal Bellevue Marina – Jetty D Dock Replacement	Page 5 on 18 12/17/2019

### **Methodology:**

Our design and build approach is very straightforward, using standardized units to help streamline works, making it easier and more efficient for the client, municipal staff and installations on site.

Our planning for the reply to the tender for the project includes site visits by all parties, multiple planning sessions to deal with specifications, a gap analysis of supplied drawings vs conditions vs tender specifications, posing of questions, interference review and coordination of trades.

Hazards and risks are then reviewed as they pertain to the site, site laydown and work to be performed. Production implications and raw material sourcing are studied and activities are scheduled to determine if timelines can be met.

Once awarded, the Project Manager at Poralu Marine takes over the project and coordination with the City. We employ a single point of contact to reduce communication noise and to seamlessly hand off from the office work to the site work. On site, we again employ a single point of contact with the municipality to reduce communication noise and streamline the dealings between parties.

Meetings required (combination of in person and/or conference-style):

1. Contract finalization
2. Specification signoff
3. Project Kick-Off (site oriented)
4. Site Handover - Site Mobilization
  - o Temporary washrooms (as needed)
  - o Waste and disposals management
  - o Safety Tool Box
  - o Posting Boards for notices and drawings (as needed)
  - o Signage (as needed)
  - o Safety officers
  - o Temporary enclosures and fencing
5. Weekly Site-Meeting (attended as determined by Municipality)
6. Inspections
7. Close-Out

### **Risk Management:**

At Poralu Marine, the entire premise of our work and product line is founded upon engineered solutions that mitigate risk by taking into account all the necessary risk factors from short term to long term; personal to public safety; environmental to economical concerns.

- On site, we follow and exceed all Ministry and government standards for occupational and public health and safety, and practice safe methods adhering to the OHSA.
- On site, we secure work areas and perimeters and employ safety and personal protection equipment.
- On site, we take appropriate measures to notify, sign, and advertise dangers and manage risks.
- We employ only trained and certified workforce.
- We, like marina owners and operators, are generally risk averse. To that point, the large, rigid, hollow steel tube float systems will always be subject to a level of risk; especially when considering the impacts of aging and rust affecting steel in the water. If damaged and taking on water, hollow steel floats also run the risk of sinking, taking out multiple slips at a time and taking entire sections of your marina out of commission.

 <b>PORALU</b> MARINE	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal Bellevue Marina – Jetty D Dock Replacement	Page 6 on 18
		12/17/2019

- Poralu's aluminum docks are designed to sit with only a few inches of draft in the water and are therefore less affected by ice pressure during the winter, mitigating risks of taking on water and sinking. In addition, aluminum offers inherent flexibility within the frame to combat ice pressures that steel cannot provide.
- Our unique system allows your operation to adjust buoyancy at any location and anytime within the marina based on your desired buoyancy or boat configurations.
- The aluminum alloys used in our docking systems (similarly to those used in ocean going vessels) do not corrode even in aggressive saltwater and sea-air environments.
- A naturally occurring, and naturally reforming, oxide film neutralizes the effect of corrosion and provides protection for decades of marine use.
- Nothing is "maintenance free", but when compared to other systems the maintenance on an aluminum structure is significantly reduced. Our proposed maintenance is more of a service, a visual inspection, rather than a maintenance and/or adjustment regime.
- If a section of dock, finger or float on an aluminum system is damaged there is no need to replace the entire section. Repairs can be performed on-site and floats are individually replaceable with no impact on adjoining slips or an operator's revenue potential.
- The docking systems' use of multiple, EPS (Expanded Polystyrene) filled floats ensures that even in the event of float damage the system buoyancy is maintained. The 'load' of the dock is carried by many floats as opposed to one float, as in a large hollow steel float system.
- Disposals are managed according to Ontario's Environmental Protection Act
- Removals are completed in compliance with all environmental agencies regulations, stipulations and timeframes including the Department of Oceans and Fisheries (DFO), the Lake Simcoe Region Conservation Authority (LSRCA) and the Ministry of Natural Resources (MNR), as applicable.
- All workers and subcontractors must be registered members and submit clearance certificates for WSIB or provincial equivalent.

### Detailed Description of the System: Technical Specifications of Floating Dock System

We are pleased to provide the City of Sault Ste. Marie with a complete solution that meets or exceeds all the Tender Specifications, Product Detailing, Limits, and Performance Measures specified in the request.

#### 1.1 Expected Design Life

The Poralu Marine dock system has been designed to provide the most effective solutions to changing marina environments, minimize general and annual maintenance costs, maximize the operational life of docks and make any servicing 'under the deck' as cost effective and as least time consuming as possible.

All components are manufactured from materials selected for their suitability for and performance in the marine environment with the ultimate aim to provide the maximum life span for the system.

The 6005A T6 aluminum alloy used is well known for its structural and mechanical qualities. It is the material typically used in the manufacturing of masts, and used in the aircraft, military and auto industries because of its strength and flexibility. Simply put, aluminum is the best metal there is for a water environment.

##### 1.1.1 Dock Frames – Expected Minimum Design Life - 50 years

- Frames are made of Marine Grade Aluminum 6005A T6
- All fasteners in stainless steel
- All nuts are Teflon Coated to prevent "galling"
- No aluminum or stainless steel is immersed in water therefore **galvanic corrosion** does not occur
- No drilling or alteration to the frame structure is required for movement or placement of additional components (cleats, fingers, etc)

 <b>PORALU</b> <small>MARINE</small>	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal Bellevue Marina – Jetty D Dock Replacement	Page 7 on 18
		12/17/2019

#### **1.1.2 Dock Floats – Expected Minimum Design Life - 50 years**

- **Unsinkable Floats** made of polyethylene and foam filled with EPS (expanded polystyrene) for safety and durability
- No reaction between water and polyethylene
- Impervious to cracking, water ingress, or marine growth
- No alteration to buoyancy through water absorption or degradation of internal foam by marine organisms
- Incorporated service ducts that are easily accessible through the decking
- No additional mechanical protection (i.e. conduits) required for cables in these ducts

#### **1.1.3 Composite Decking – Expected Minimum Design Life - 50 years**

- UV Stabilized decking
- Decking will not warp, rot, split, crack or deform in any way
- Individual panels may be easily replaced if somehow damaged
- Easy access to services provided by perpendicular access channel to the decking

---

#### **1.2 Environmental Benefits**

- Aluminum is a material that can be indefinitely recycled without loss of quality. It is in high demand and as such maintains a high market price.
- Recycling of aluminum requires only 5% of the energy required to produce it in the first place. That is to say that recycling of aluminum saves up to 95% of its embodied energy.
- Polyethylene, polypropylene and stainless steel (the other 3 major components of a Poralu system) are also fully recyclable / reusable materials.
- Similarly, as the docks and floats (with minimal draft) do not form a solid face, water and even debris can pass through the float gaps and water exchange is unaffected.
- Less anchoring points mean less impact on marine environment and lake beds

---

#### **1.3 Durability, Maintenance, Repair and Risk Management**

- The aluminum alloys used in our docking systems (similarly to those used in ocean going vessels) do not corrode even in aggressive saltwater and sea-air environments.
- A naturally occurring, and naturally reforming, oxide film neutralizes the effect of corrosion and provides protection for decades of marine use.
- Nothing is "maintenance free", but when compared to other systems the maintenance on an aluminum structure is significantly reduced. Our proposed maintenance is more of a service, a visual inspection, rather than a maintenance and/or adjustment regime.
- If a section of dock, finger or float on an aluminum system is damaged there is no need to replace the entire section. Repairs can be performed on-site and floats are individually replaceable with no impact on adjoining slips or an operator's revenue potential.
- The docking systems' use of multiple, EPS (Expanded Polystyrene) filled floats ensures that even in the event of float damage the system buoyancy is maintained. The 'load' of the dock is carried by many floats as opposed to one float, as in a large hollow steel float system.
- We, like marina owners and operators, are generally risk averse. To that point, the large, rigid, hollow steel tube float systems will always be subject to a level of risk; especially when considering the impacts of aging and rust affecting steel in the water. If damaged and taking on water, hollow steel floats also run the risk of sinking, taking out multiple slips at a time and taking entire sections of your marina out of commission.

	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal Bellevue Marina – Jetty D Dock Replacement	Page 8 on 18
		12/17/2019

- Poralu's aluminum docks are designed to sit with only a few inches of draft in the water and are therefore less affected by ice pressure during the winter. In addition, aluminum offers inherent flexibility within the frame to combat ice pressures that steel cannot provide.
- Our unique system allows your operation to adjust buoyancy at any location and anytime within the marina based on your desired buoyancy or boat configurations.



## 1.4 Component Details

### 1.4.1 **Aluminium Frames and Structures**

- Raw material: marine grade Aluminum alloy 6005 A T6
- Aluminum whalers made of patented closed tubular sections with tracks incorporated into the design for the fastening and adjustment of the accessories (fingers, floats, cleats, ladders...etc).
- Stiffeners and diagonals made of tubular sections welded on the whalers.
- Weight bearing decking profiles welded on the cross beams and wind bracings
- All welders are certified and undergo regular training sessions. (See welder certification at the end of this document)
- Weld metal type AG5 compatible with the parent metal
- Main weld process: M.I.G. (Metal Inert Gas)
- Structure designed and reinforced to handle golf carts and weight loads and proven to handle hurricanes conditions
  - Delivered predominantly in 40' (12m) sections- optimized shipping (trucks, containers) and meeting tender specifications



### 1.4.2 **Floating docks on Aluminum Frames and Whalers**

- All materials in our dock frames and floats meet or exceed the specifications and requirements outlined in the tender.
- Our aluminum extrusions provide us the ability to deliver all the necessary features including continuous fenders, flexibility, corner bumpers, accessible channels and service troughs.



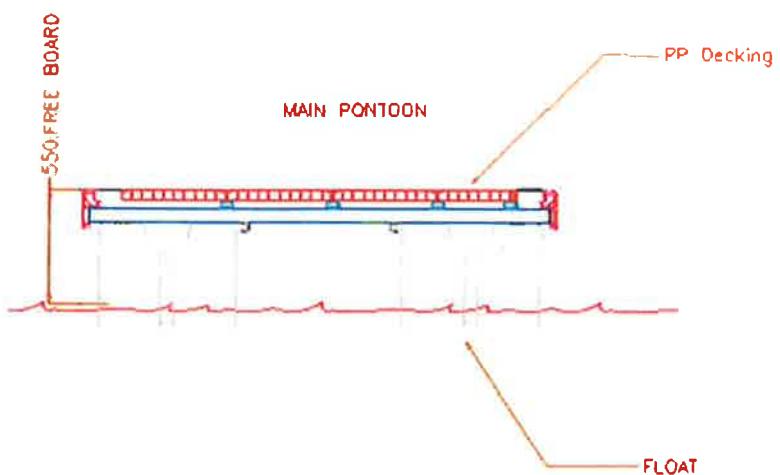
## City of Sault Ste. Marie

Issued for Proposal  
Bellevue Marina – Jetty D Dock Replacement

Submission

Page 9 on 18

12/17/2019



### 1.4.3 Fender

The patented extruded aluminum whaler was designed specifically to ensure that marina docks would always have a fender built right in.

#### 1.4.3.1 Lateral Fenders

- Fenders from the "Nautic" product line are made of low density polyethylene, with a reinforced UV screen protection and are 'mineral' colored.



	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal Bellevue Marina – Jelly D Dock Replacement	Page 10 on 18
		12/17/2019

#### 1.4.4 Fingers

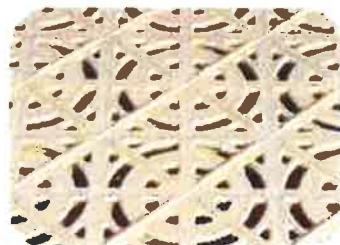
Our aluminum extrusions provide us the ability to deliver all the necessary features including continuous fenders, flexibility, end bumpers and slip number locations.

Connection points to main docks are tested and rated by engineering.



#### 1.4.5 Decking – EcoStyle Polypropylene

- Non-slip, polypropylene decking with a reinforced UV screen, sand colored or brown colored.
- **10-year warranty**
- 100% recyclable
- Meets AODA requirements
- Tile system, each tile measuring 500 mm x 600 mm x 50 mm that allows light penetration (47% of the UV) to the water and marine environment below
- Resistant to chemical and hydrocarbon products commonly used within marinas
- High mechanical and impact resistance
- Fastening through a specific system of polypropylene disks and stainless steel screws to ensure easy assembling and dismantling operations



 <b>PORALU</b> MARINE	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal Bellevue Marina – Jetty D Dock Replacement	Page 11 on 18
		12/17/2019

- Will keep same aesthetics year after year therefore allow phasing with no differences between the docks.
- In the Nautic Line - Sand and Brown colours are available and are part of our economical product line. Our system is also ready to accept upgrades to premium decking such as composite wood decking – EcoTeck – or IPE or Kebony wood products.
- This system, thanks to its modular assembly feature, makes it possible to gain **easy access** to technical ducts installed on the upper float surface, perform inspections, without divers and having to get into the water.

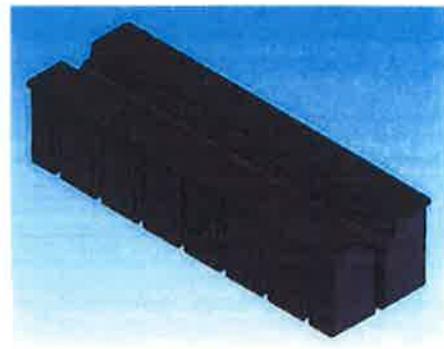


## 1.4.6     **Floats**

### 1.4.6.1   **Dock Floats**

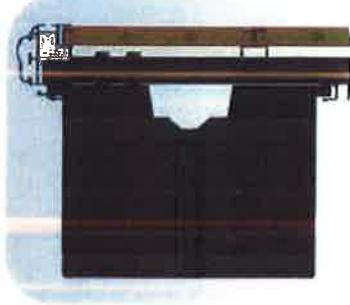
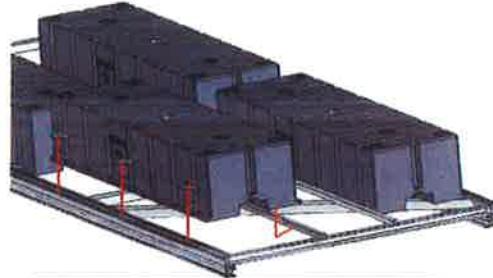
- Unsinkable, Roto-molded polyethylene floats, foam filled with EPS (Expanded Polystyrene) for safety and durability
- No reaction between water and polyethylene
- Impervious to cracking, water ingress, or marine growth.
- No buoyancy decrease due to water absorption or degradation of internal foam by marine organisms
- Max water absorption of 5%
- Minimal draft in the water, therefore less affected by ice pressure during the winter
- 100% of the floats are **manufactured and tested under Poralu control** in order to ensure the best quality control
- **10-year warranty**
- ✓ Multiple floats are incorporated into each dock section to provide ultimate safety from sinking compared to the risk of single, hollow float systems
- ✓ No seams or welding required
- ✓ High resistance to impacts and severe weather conditions with closed cell polystyrene at a density of 16 kg/m<sup>3</sup>
- ✓ Polystyrene classified M1 (non-flammable)
- ✓ 100% leakage testing performed
- ✓ Built-in trough or 'technical channel' on top of the floats to enable installation of all required services immediately below the deck: cables, pipes for water and wastewater, fuel...

 <b>PORALU</b> MARINE	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal	Page 12 on 18
	Bellevue Marina – Jetty D Dock Replacement	
		12/17/2019



#### 1.4.6.2 Float Fastening

- Floats are installed below the dock frames (Catamaran type, in at least 2 rows, depending on width of the dock). This method of installation enhances the overall feeling of stability within the system, on the water.
- Floats are positioned within the rails of the dock frame, under the structure, and are easily changed should some unforeseen damage occur or change is made by marina operator.



#### 1.4.6.3 Corner Fenders and Finger End Bumpers

- Similar to side fenders, all protective corners are included in the design and pricing as per Tender Specifications
- The corner fenders are made of roto-molded low density polyethylene with a reinforced UV screen protection.

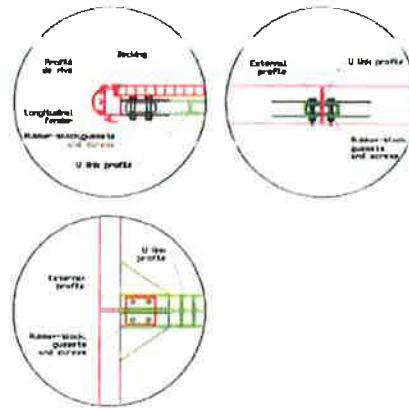
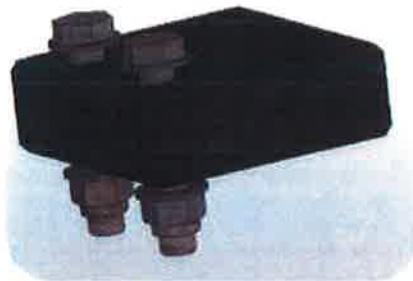
 <b>PORALU</b> MARINE	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal Bellevue Marina – Jelly D Dock Replacement	Page 13 on 18
		12/17/2019

- These protective corners attach with no exposed hardware and provide a level of safety for boaters approaching docks when landing safety and for pleasing sight lines.
- Slip numbers can easily be incorporated in to finger end bumpers



#### 1.4.6.4 Dock to Dock

- Dock connections are achieved via two (2) durable rubber connection blocks which encase two (2) thick aluminum plates providing a strong and silent connection to the main dock while allowing flexibility for load absorption from outside forces.
- The blocks are made of an EPDM matrix, with internal aluminum plates. They are connected to each dock section by two (2) stainless steel bolts.
- The connection is rated to resist up to a 20 tonne load – (see Testing Section 6.10.1).
- Silent in operation, with no creaking or clanging as in other systems
- Poralu connection systems do not require continual adjustment (tightening) like rigid systems, reducing ongoing maintenance costs
- Our connection system is designed to flex and absorb wakes, shocks and waves.
- The connection blocks are easily accessible from the top of the deck. A visual check is also possible without any the removal of decking.



#### 1.4.6.5 Connection - Walkway to Finger

- The fingers are connected to the walkway with an aluminum connection profile + silent rubber connection blocks. The finger position on the walkway can be easily adjusted on the full length of the walkway without dismantling of the lateral fenders fixed on the docks.
- Fingers are engineered and certified to hold boats up to 1.5 times the length of the finger

 <b>PORALU</b> <small>MARINE</small>	<b>City of Sault Ste. Marie</b>  Issued for Proposal Bellevue Marina – Jetty D Dock Replacement	Submission Page 14 on 18 12/17/2019
---	--	---

- As such our fingers do not require anchoring where other systems do and the Poralu system can handle up to a 50' boat without additional anchoring off fingers.
- All gaps and elevation changes meet AODA Specifications



#### **1.4.7 Gangways**

- Our gangways are manufactured in-house of marine grade aluminum 6005 A T6, in a specially designed gangway extrusion for stability, meeting requirements of the Tender
- Decking is incorporated into the gangways to match the docking systems, or special orders can be made to match or transition from the land or boardwalk on land
- The gangway grants access to the installation at any time and is designed to meet AODA 12:1 standard at low and high water levels
- Treaded, aluminum transition plates, cover the gap at shore on one side and to the walkway on the other end, and are designed in such fashion to maximize accessibility and meet AODA standards
- With our modular design, we install additional floats at the landing area of the first pier dock and gangway in order to compensate the extra-load generated by the gangway weight and pedestrian traffic, ensuring consistent buoyancy
- Safety treads are included (as seen in photo) as required in Tender
- 100mm curb is included in gangways and railings are AODA compliant



 <b>PORALU</b> <small>MARINE</small>	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal	Page 15 on 18
	Bellevue Marina – Jetty D Dock Replacement	12/17/2019

#### **1.4.8 Mooring Cleats**

- Cleats for all fingers and lateral docking berths are included in pricing proposal based on boat sizing and recommended cleats per boat
- Our patented extruded aluminum whaler system allows for fastening of cleats to the top track of the whaler, and remain easily movable by the operator. Simply put, cleats are fastened by connecting stainless steel inserts and bolts through the cleats and onto the track on top of the aluminum docks and finger whalers
- The cleats are fast and easy to install. No drilling, alteration or compromise of the docks structure is required at all with the Poralu system
- The fastening system allows an easy transition and/or removal of the cleats according to the customer's requirements in order to suit to the end users' needs
- Proper anchoring techniques can be provided for the marina operator to pass on to the end user
- All cleats have passed rigorous testing and results are submitted herein



#### **1.4.9 Service Pedestals**

The required MEE (Marine Electrical Equipment) pedestals have been included, as per the Request for Proposal.

Pedestals will be supplied with GFI Breakers installed within each pedestal to comply with 2019 ESA Code updates.

### **Standard Features - All Power Pedestals and Utility Centers**

<b>TESTING STANDARDS / WARRANTY / STANDARD COMPONENTS</b>
Intertek-ETL Listed – tested in accordance with Underwriters Laboratories-231 standards, CAN/CSA Standard C22.2 No. 29, and NFPA 303
Limited, 7-Year warranty on all exterior components
Highest quality, stainless steel Leviton® twist-lock receptacles
Highest quality, Globetrotter® 100-amp pin and sleeve receptacles
Time-tested, market-trusted Square-D® circuit breakers
Industry-trusted Russellstoll® or Hubbell® 200-amp pin and sleeve receptacles
Solid-state, electrical metering for kWh consumption provided by International Intelligent Metering, LLC™ with accuracy superior to ±1%, and limited 5-year warranty.

Power pedestals specified will provide the electrical and potable water requirements for all slips in the marina, as per the layout shown previously in this document.

	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal Bellevue Marina – Jetty D Dock Replacement	Page 16 on 18
		12/17/2019

Power pedestals are equipped with built in LED lights as required to provide the lighting requirements for all the main walkway and finger floats and access points to the floats.

The pricing includes the design, install and supply of all necessary materials, equipment, and labour for the required number of pedestals as indicated in the tender.

## Harbor Light

	<b>HOUSING MATERIAL</b> Injection-molded Polycarbonate	<b>RECEPTACLE CONFIGURATIONS</b> 20A, 125V Duplex GFCI 20A, 125V LS-20R Shorepower 30A, 125V LS-30R Shorepower 50A, 125V SS-1 Shorepower 50A, 125/250V SS-2 Shorepower
	<b>DIMENSIONS</b>	
	<b>HEIGHT</b> <b>WIDTH</b> <b>DEPTH</b>	
	42.5"   11.125"   11.125"	
	<b>APPROXIMATE WEIGHT</b>	
	45 lbs.	
	<b>TARGET BOAT SIZES</b>	
	40' – 80'	

## Harbor Light

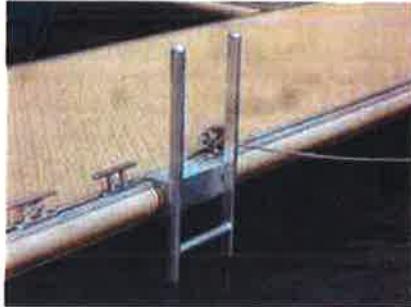
	<b>KEY STANDARD FEATURES</b> Ground-fault circuit breakers ¾" IPS ball valve hose bibs (water) Hose bib vacuum breakers (backflow preventers) Amber or clear polycarbonate lighting lens
	

	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal Bellevue Marina – Jetty D Dock Replacement	Page 17 on 18
		12/17/2019

#### **1.4.10 Safety Equipment and Plan**

Safety equipment would be recommended based on industry accepted standards and matching location specification of the NFPA fire requirements with safety considerations throughout the marina.

- Safety ladders should be located within a 60m radius of any other safety ladder within the marina.
- Fire Station Safety Pedestals with extinguishers, 24" safety rings with alarms should be housed roughly every 75'. Two (2) stations are included in our proposal.



#### **1.5 Electrical Servicing and Loading Requirements**

Current ESA Code requires a GFI Breaker in feed panel feeding the jetty or conversely, the ESA has recently accepted the alternative, which is GFI Breakers in each pedestal. The latter is the preferred design so that when one pedestal trips the entire jetty does not trip causing power loss to all slips. Our proposal includes this set up with GFIs in each pedestal independently.

The current feed for Jetty D is a single 175 amp breaker out of the building approximately 170' from the water's edge to an existing junction box. In order to facilitate an industry standard 30-20-30 amp outlet configuration for each boat (10 double sided, 2 single sided), our proposal includes switching from a junction box to a small panel at the waters edge in order to reduce voltage drop and facilitate two (2) runs of power able to handle the loading requirements and designed within the 175 amp load limit.

The careful planning and consideration of new panel equipment not specified in tender, load sharing and achieving a pedestal in each slip as laid out in Scope of Tender is paramount to delivering 22 slips with services for each.

#### **1.6 Warranty Periods**

##### **1.6.1 Long Term – 10 Year Warranty Inclusion**

Poralu provides a 10-year warranty for the municipality:

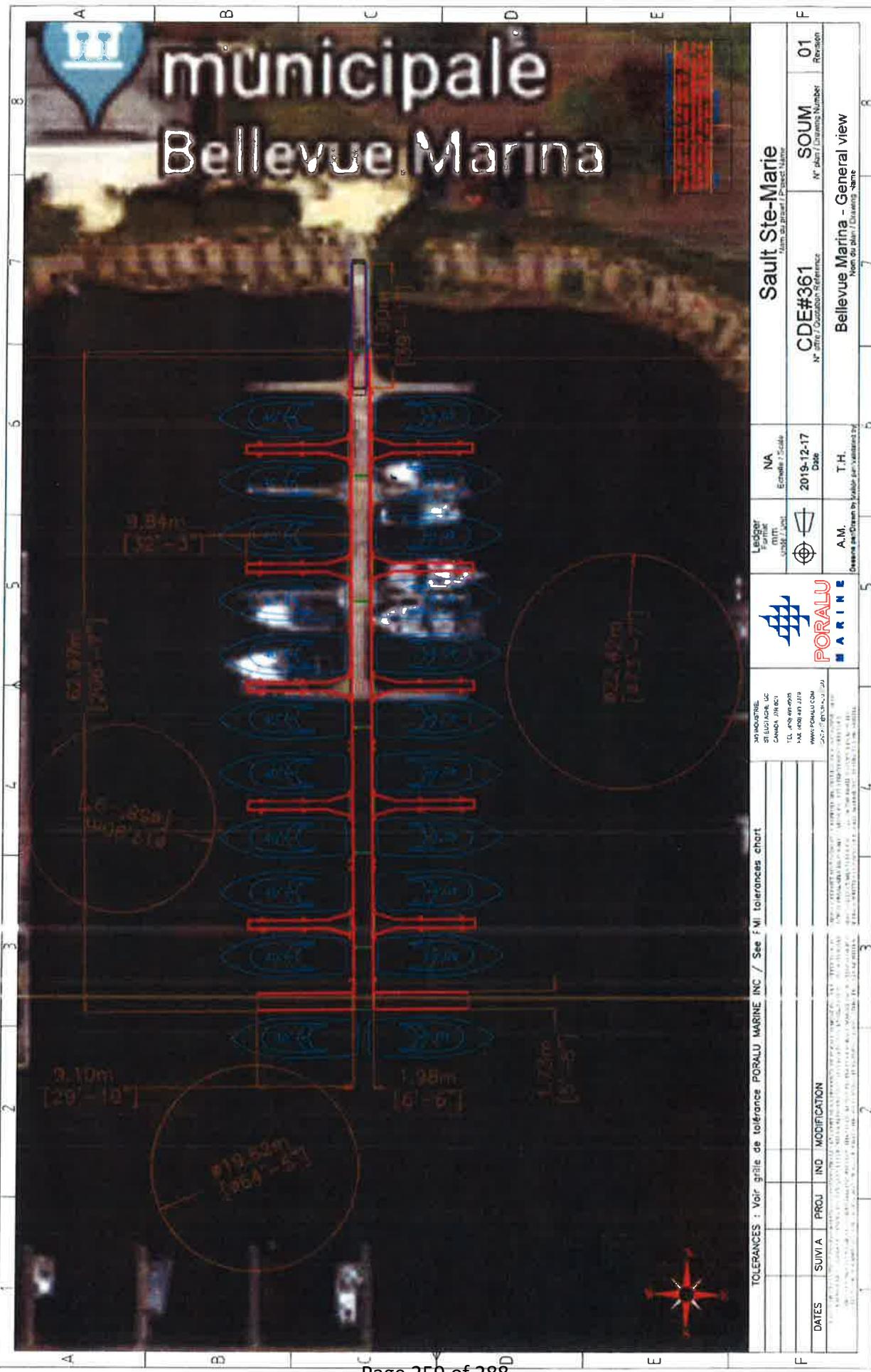
- 10 (ten) years for all frames and structures against construction and material defects
- 10 (ten) years for the EcoStyle decking against material defects
- 10 (ten) years for the Poralu polyethylene floats, provided care instructions are followed

The warranty will not apply, and Poralu Marine will not be liable to the buyer, owners, users or any other third person for any cost, expenses or damages including direct, indirect, incidental, consequential or punitive damages resulting from:

- negligence, misuse by the users in title or by any third person,
- alteration or "Acts of God",
- boat sizing exceeding the dimensions defined in design criteria,
- site conditions exceeding the design criteria,
- reactions of ice shifting

 <b>PORALU</b> MARINE	<b>City of Sault Ste. Marie</b>	Submission
	Issued for Proposal Bellevue Marina – Jetty D Dock Replacement	Page 18 on 18
		12/17/2019

## Appendix A: Drawings- General Layout and Electrical



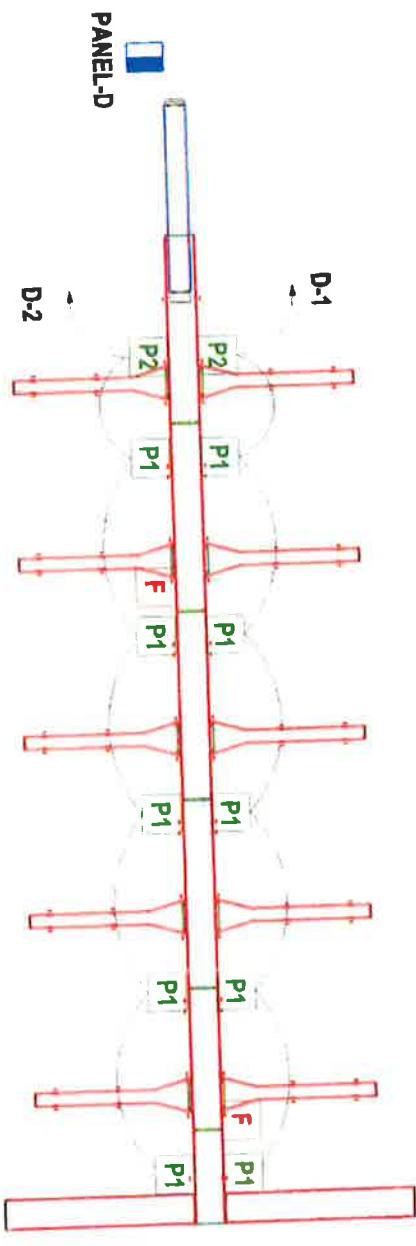
## LEGEND

**P1** HARBOR LIGHT  
SIDE 1: 30A 125V - 20A 125V GFCI - 30A 125V,  $\frac{3}{4}$ " WATER  
SIDE 2: 30A 125V - 20A 125V GFCI - 30A 125V,  $\frac{3}{4}$ " WATER

**P2** HARBOR LIGHT  
SIDE 1: 30A 125V - 20A 125V GFCI - 30A 125V,  $\frac{3}{4}$ " WATER  
SIDE 2: BLANK

**F** FIRE STATION  
24" LIFE RING  
10-LB TYPE ABC EXTINGUISHER

**PANELBOARD**



0 10 20 40 80

GRAPHIC SCALE  
(FT.)

E-1

SHEET

SEE DRAWING  
ELECTRICAL  
LAYOUT

DATE: 11/06/2019  
CLO: ERECTED  
LAYOUT

MARINA ELECTRICAL EQUIPMENT, INC.  
1118 MERRIMAC TRAIL  
WILLIAMSBURG, VA 23185  
TEL: 1-866-258-3889  
FAX: 757-258-3889  
WEB: www.marinaelectricequipment.com

BELLEVUE D DOCK

## **CNESST**

Direction régionale de la Mauricie et du Centre-du-Québec

Bureau 200

1055, boulevard des Forges

Trois-Rivières (Québec) G8Z 4L9

Tél.: 819 372-3434

Ou : 800 267-7810

Téléc.: 819 372-3255

December 5th, 2019

### **"TRANSLATION"**

Quebec enterprise number (NEQ): 1143661545

#### **Subject: Confirmation of Registration**

Further to your application and to follow up on your request and based on the information provided to us and after analyzing your file, we confirm that as of December 5th, 2019, your company complies with the following obligations of the standards of Commission, equity, health and safety at work (CNESST):

- transmitting the declaration of insurable wages paid;
- transmitting payments according to the terms and conditions
- producing periodic payments in the manner provided for
- payment of monies owed and/or respect of payment agreements, demonstrating the presence of a due contribution.

Please take note that this letter does not release the City of Sault Ste Marie from ultimate liability for payment of the assessment owed by the contractor. Only confirmation of compliance is valid in that regard and must be requested upon completion of the work (under section 316 of the Act respecting work accidents and professional diseases). Only a certificate of conformity, requested at the end of the contract, is valid in this respect.

Furthermore, we wish to remind you that we provide a Compliance status upon termination of the requested services. It allows an employer to be kept informed of whether or not the contractor is in compliance with the Act regarding payment of its assessment owed to the CNESST.

Please feel free to contact us should you require further information regarding this matter or for any other questions you may have.

Sincerely,

CNESST

# BID BOND

Standard Construction Document

**CCDC 220 - 2002**

No. 482273-0008-19

Bond Amount 10%

PORALU MARINE INC. as Principal, hereinafter called the Principal, and AVIVA, INSURANCE COMPANY OF CANADA a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in CANADA as Surety, hereinafter called the Surety, are held and firmly bound unto THE CORPORATION OF THE CITY OF SAULT STE. MARIE as Obligee, hereinafter called the Obligee, in the amount of ten pourcent (10%) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 20th day of December, in the year 2019

for City of Sault Ste. Marie, Bellevue Marina D-Dock Replacement, Construction Services

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within thirty (30) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

"IT IS UNDERSTOOD AND AGREED THAT IF THE FINAL CONTRACT BONDS ARE REQUIRED, THE GUARANTEE(S) STATED IN THE CONTRACT WILL BE COVERED BY THESE BONDS FOR A PERIOD NOT EXCEEDING ONE (1) YEAR AFTER THE COMPLETION OF THE WORK. THESE BONDS WILL BE RENEWABLE AT THE OPTION OF THE SURETY, IF REQUIRED. IT IS UNDERSTOOD THAT THE RENEWAL WILL NOT MODIFY NOR CUMULATE THE AMOUNT OF THE BONDS."

"IT IS UNDERSTOOD AND AGREED THAT IF THE FINAL CONTRACT BONDS ARE REQUIRED, THE SURETY WILL ONLY BE LIABLE UNDER THESE BONDS FOR THE PHYSICAL PERFORMANCE OF THE CONSTRUCTION WORK AND THE SUPPLY OF EQUIPMENT STIPULATED IN THE CONTRACT; MOREOVER, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE BONDS WILL EXCLUDE ANY LIABILITY OF THE SURETY FOR ANY CLAIM RELATED DIRECTLY OR INDIRECTLY TO."

(A) ENGINEERING, ARCHITECTURE, DESIGN OR WORK SUPERVISION;

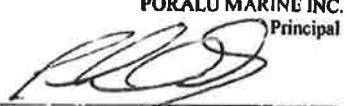
IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 6th day of December, in the year 2019.

SIGNED and SEALED

in the presence of

ATTORNEY IN FACT

PORALU MARINE INC.  
Principal

  
Signature  
Philippe LEMAY  
Name of person signing

AVIVA, INSURANCE COMPANY OF CANADA

Surety

  
Signature  
Sonia Bautista

Sonia Bautista, Attorney-in-fact



Copyright 2002

Canadian Construction Documents Committee

(CCDC 220 – 2002 has been approved by the Surety Association of Canada)



## SURETY'S CONSENT

This Surety's Consent is issued simultaneously with bid bond No. 482273-0008-19 and forms an integral part thereof.

Date: December 6<sup>th</sup>, 2019

No: 482273-0008-19

WHEREAS PORALU MARINE INC. (Principal) has submitted a written tender to THE CORPORATION OF THE CITY OF SAULT STE. MARIE (Obligee) dated \_\_\_\_\_ concerning:

for City of Sault Ste. Marie, Bellevue Marina D-Dock Replacement, Construction Services

We, Aviva, Insurance Company of Canada, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of QUÉBEC as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

- 1.- a contract performance bond of (100%) of the contract price not exceeding the maximum sum of:

ONE HUNDRED PERCENT OF CONTRACT PRICE (100 %)

- 2.- a labour and material payment bond for (50 %) of the contract price not exceeding the maximum sum of:

ONE HUNDRED POURCENT OF CONTRACT PRICE (50 %)

The present Surety's Consent is null and void unless the application for the bond(s) is made to the Surety in writing within the THIRTY (30) days following the closing date of the call for tenders.

This Surety's Consent shall be null and void unless the Obligee, according notably to Article 2345 of the Civil Code of Quebec when requested by the Surety and before the issuance of the above mentioned bond(s), provides to the Surety the list of bidders and the bid price of each bidder.

### PERFORMANCE EXCLUSION CLAUSE

"IT IS UNDERSTOOD AND AGREED THAT IF THE FINAL CONTRACT BONDS ARE REQUIRED, THE GUARANTEE(S) STATED IN THE CONTRACT WILL BE COVERED BY THESE BONDS FOR A PERIOD NOT EXCEEDING ONE (1) YEAR AFTER THE COMPLETION OF THE WORK. THESE BONDS WILL BE RENEWABLE AT THE OPTION OF THE SURETY, IF REQUIRED. IT IS UNDERSTOOD THAT THE RENEWAL WILL NOT MODIFY NOR CUMULATE THE AMOUNT OF THE BONDS."

"IT IS UNDERSTOOD AND AGREED THAT IF THE FINAL CONTRACT BONDS ARE REQUIRED, THE SURETY WILL ONLY BE LIABLE UNDER THESE BONDS FOR THE PHYSICAL PERFORMANCE OF THE CONSTRUCTION WORK AND THE SUPPLY OF EQUIPMENT STIPULATED IN THE CONTRACT; MOREOVER, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE BONDS WILL EXCLUDE ANY LIABILITY OF THE SURETY FOR ANY CLAIM RELATED DIRECTLY OR INDIRECTLY TO:"

- (A) ENGINEERING, ARCHITECTURE, DESIGN OR WORK SUPERVISION;

Aviva, Insurance Company of Canada

Witness

A handwritten signature in cursive ink, appearing to read "Sonia Benitez". Below the signature, the text "Sonia Benitez, attorney-in-fact" is printed in a smaller font.

---

**ADDENDUM NO. 1**  
for  
**BELLEVUE MARINA – D-DOCK REPLACEMENT**  
**REQUEST FOR PROPOSAL**  
**For the**  
**CORPORATION OF THE CITY OF SAULT STE. MARIE**

The following addendum has been prepared to make corrections, clarifications and amendments to the request for proposal documents. This Addendum forms part of the requirements. Changes are shown in **Bold**.

a) Section 1.2 shall be revised as follows:

**1.2 Date and Place for Receiving Proposals**

All proposals must be sealed, clearly marked as to the contents, and delivered to:

The City of Sault Ste. Marie  
ATTN: Manager of Purchasing  
99 Foster Drive – Level 2  
Sault Ste. Marie, Ontario, P6A 5X6

RE: Bellevue Marina  
D-Dock Replacement  
Construction Services

By the following date and time:

Date: December 20, 2019

**Time: 4:00 p.m. local time**

Proposals received later than the date and time specified will not be accepted.

## **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, ON P6A 5X6

---

*address*

705-759-8447

*facsimile number*

r.borean@cityssm.on.ca

*email address*

### **Contractor**

Poralu Marine Inc.

---

*name of Contractor\**

345 Boulevard Industriel, St-Eustache, QC J7R 6C9

---

*address*

450-491-3379

*facsimile number*

s.fischer@poralu.com

*email address*

### **Consultant**

STEM Engineering Group Inc.

---

*name of Consultant\**

875 Queen St. E., Suite 2, Sault Ste. Marie, ON P6A 2B3

---

*address*

705-942-7515

*facsimile number*

mail@stemeng.ca

*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.

January 21, 2020

Project #: 17069.02

**LETTER OF INTENT**

Poralu Marine Inc.  
345 Boulevard Industriel  
St-Eustache, QC J7R 6C9

**Attention: Stephen Fischer & Tyler Hackett**

**Subject: Sault Ste. Marie ON - Bellevue Marina D-Dock Replacement**

This is to notify you that the above noted project was approved by the Owner, the Corporation of the City of Sault Ste. Marie, on January 20<sup>th</sup>, 2020. It is the Owner's intent to enter into a contract with Poralu Marine Inc. as per the terms of your Proposal dated December 17<sup>th</sup>, 2019 with subject work in the amount of **\$335,664.19 + HST.**

We have been instructed by the Owner to proceed with the preparation and signing of the contract. Please begin to provide our office with the following deliverables:

- Performance Bond for 100% of the Contract Price
- Labour and Material Bond for 50% of the Contract Price
- Certificates of Insurance naming the Owner "The Corporation of the City of Sault Ste Marie" and "STEM Engineering Group Inc." as additional insured
- Project Schedule
- WSIB Clearance Certificate
- Proof of compliance to the City's Contractor Pre-Qualification Program
- List of Sub-trades to be used on the site and proof of their compliance to the City's Contractor Pre-Qualification Program

This is your confirmation to proceed with production of drawings, fabrication, ordering materials, and preparing your work schedule. We will be contacting you soon to arrange a pre-construction meeting.

Should you have any questions with the above please contact the undersigned.



Andrew Mallette, P.Eng.  
STEM Engineering Group Inc.

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

**BY-LAW 2020-52**

**PARKING:** (P7.3) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

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

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

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

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 3<sup>rd</sup> day of February, 2020.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

BADGE SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
<b>SCHEDULE "A"</b>		
26 MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30 RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151 PARR DEREK	NORPRO SECURITY	CAVE & HOMEQUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/566 QUEEN STRATHCLAIR DOG& SPORTS/G.E ECOMPLEX/JOHN RHODES/726 QUEEN ST
153 TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163 BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196 MCGRAYNE,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
253 TRAVSON TERRANCE	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
267 CORBIERE JOHN(TED)	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/566 QUEEN STRATHCLAIR DOG& SPORTS/G.E ECOMPLEX/JOHN RHODES/726 QUEEN ST
276 SMITH,DENNIS ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
334 MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344 HARPE,KEN	HOLIDAY INN	320 BAY ST
346 HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/BONDAR MARINE & PARK STRATHCLAIR DOG PARK&SPORTS COMPLEX/G.E SPORTS COMPLEX
366 TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370 HANSEN,LOUIS	ONT FINNISH HOME ASS	725 NORTH ST
372 BENOIT,ALAIN	ONT FINNISH HOME ASS	725 NORTH ST
374 TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391 MCLEOD,HEATHER	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
397 LAFRAMBOISE YVON	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
410 POYNTER,HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411 MOORE,ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/566 QUEEN STRATHCLAIR DOG& SPORTS/G.E ECOMPLEX/JOHN RHODES/726 QUEEN ST
420 FABIANO ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
443 MARCIL,MARK	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/566 QUEEN STRATHCLAIR DOG& SPORTS/G.E ECOMPLEX/JOHN RHODES/726 QUEEN ST
446 HAI LINAY DANIA	SAULT COLLEGE	443 NORTHERN AVE
456 CONEYBEARE,KEVIN	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
459 SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460 BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463 MORIN,ALEX	CORPS OF COMM	
464 DITOMMASO RYAN	220817 QNT INC.	489 RAY ST/535 QUEEN ST E
465 DELAVALLE,DON	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
484 MCLEOD VIRGINIA	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/BONDAR MARINE & PARK STRATHCLAIR DOG PARK&SPORTS COMPLEX/G.E SPORTS COMPLEX
486 IONGO,NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487 ROUGEAU,MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488 LEFLEUR MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489 MCQUEEN,WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490 LUXION,JEFF	GI NORTHLINK/IMPLEMENT	760 NORTHERN RD
493 BROWN,FRASER	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
516 GAY,JAMES	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
517 ROY,BRENDA	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
526 JOHNSTON,CORY	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E OF SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
537 GRABARGER,KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541 DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547 LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548 CARON,ROGER	CITY OF SAULT STE MARIE	\$9 FOSTER DR (CIVIC CENTRE)
556 ARCAN,SCOTT	CORPS OF COMM	SAULT AIRPORT
565 LISCUMB GERALD	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/566 QUEEN STRATHCLAIR DOG& SPORTS/G.E ECOMPLEX/JOHN RHODES/726 QUEEN ST
566 SWEET, WILLARD	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
568 PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574 BOUCHARD,DARYL	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
587 GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599 BUMBACCO, CARL	CB HOME INSTALLTIONS	321 JOHN ST /342 346 ST GEORGE'S AVE
601 HART, JASON	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/566 QUEEN STRATHCLAIR DOG& SPORTS/G.E ECOMPLEX/JOHN RHODES/726 QUEEN ST
602 GREENWOOD, LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603 LAMMING, DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607 FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608 ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609 ROBINSON,SHAWN	ALISAT'S RUST PROOFING	24 QUEEN ST W
611 MIZZI PRESTON	WENDY'S	1 QUEEN ST W
617 SAVAGE,SAMUEL	G4S SECURITY	SAULT HOSPITAL
619 BERTO,DEBORAH	GATEVIEW REALTY INC	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622 PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
623 AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
624 MIHAELIK, JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
626 CHARRON,ROBERT	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
627 BAKER, WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/RCBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632 SAVAGE,MATT	G4S SECURITY	SAULT HOSPITAL
633 HILL, MICHAEL	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
634 TIBBLE, COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637 TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638 SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD
643 SHAW, KEVIN	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/BONDAR MARINE & PARK STRATHCLAIR DOG PARK&SPORTS COMPLEX/G.E SPORTS COMPLEX
644 SANTA MARIE, ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
646 BOOTH, ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
647 DAFOE,TRUDY	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
649 GRAHAM, STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650 LANG, RICHARD	G4S SECURITY	SAULT HOSPITAL
651 HUTCHINSON, HILLARY	NORTH EAST SECURITY	5 COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/G.E SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
653 BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD
659 MARCIL, BONNIE	STRICTLY CONFIDENTIAL INC	RJS MARKET
664 HAMMERSTEDT, ERIC	STRICTLY CONFIDENTIAL INC	RJS MARKET
665 MATTHEWS, SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666 ATKEN, ANDREW	G4S SECURITY	SAULT HOSPITAL
669 BOREAN, RICK	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/G.E SPORTS COMPLEX
670 MCGUIRE, STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671 MCGUIRE, PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674 DERASP, RICHARD	CORPS OF COMM	SAULT AIRPORT

675	KELLY, MATTHEW	G4 SECURITY	SAULT HOSPITAL
676	THOMPSON, JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN, TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON, JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF, YVON	CORPS OF COMM	SAULT AIRPORT
681	SCHMIDT, KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
683	SEMEYEV, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
688	ASH, KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI, MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING, MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM, DASA	DAYS INN	332 BAY ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
700	FORD, BRIAN	G4 SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
703	DIAS, CODY	G4 SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4 SECURITY	SAULT HOSPITAL
705	DEGILIO, JOEY	G4 SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4 SECURITY	SAULT HOSPITAL
708	FOWLEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOGOSTACHIN, ANDREW	Ontario Finnish Reslhome	725 North St
713	Cho, Linda	Jenness Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4 SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOGS SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
720	LORENZO, COREY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
722	MACTYRE, ANDREW	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOGS SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
726	DIVECHA, HARRISON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
727	CLARKE, DYLAN	G4 SECURITY	SAULT AREA HOSPITAL
729	DOUCHAMIE, CHELSEY	G4 SECURITY	SAULT AREA HOSPITAL
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
732	MAKI, BRANDON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
733	GREGORCHUK, CATHERINE	REAL ESTATE STOP INC	2 QUEEN STREET WEST
734	RICHARD, MARK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
735	KEMP, ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
736	BLAIR, BRENT	PROPERTY ONE	421 BAY ST
737	MARTONE, DONATO	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
738	MARTELLA, JOSEPH	PEAK INVESTMENT SERVICES	68 MARCH ST, 485 QUEEN ST E (REAR)
739	GOWAN, MAICIE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
740	VERMA, ABBISHEK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	WCWELS-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 860 QUEEN ST E, 524, 524A, 536, & 536A COULAS AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	60 SACKVILLE RD
744	MCLEAN, JEFF	SKYLINE LIVING	SKYLINE PROPERTIES/621 MACDONALD AVE
745	QUESNELLE, TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
746	BELANGER, CARL	PERZIA GROUP	70 EAST ST/700 BAY ST
747	SCOTT, RYAN	YMCA	235 MCNABB STREET
748	GRAHAM, TIMOTHY	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
749	CORBETT, THOMAS	G4 SECURITY	SAULT AREA HOSPITAL
750	NEVEAU, ERIC	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
751	BRETON, JULIEN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
752	HARTEN, ARYANNA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
753	DISANO, RONALD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
754	DAVIES, RHONDA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
755	HEIDT, TERRY	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOGS SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
756	MCCOY, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOGS SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
757	WERTH, KARL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
758	NEVEAU, KAYLA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
759	FITTON, MATTHEW	G4 SECURITY	SAULT AREA HOSPITAL
760	FARKAS, DARIEN	G4 SECURITY	SAULT AREA HOSPITAL
761	SLATER, KYLE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
762	MACKENZIE, JENNA	G4 SECURITY	SAULT AREA HOSPITAL
763	CIOTTI, MARK	DSSAB	SSM HOUSING PROPERTIES
764	PURDY, NATHAN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
765	LAPRADE, DANIEL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW NO. 2020-53**

**PARKING:** (P7.4) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

**WHEREAS** from time to time persons have been appointed by-law enforcement officers;

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

**1. SCHEDULE "A" TO BY-LAW 93-165 REPEALED**

Schedule "A" to By-law 93-165 is hereby repealed and replaced with Schedule "A" attached to this by-law.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 3<sup>rd</sup> day of February, 2020.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

## **SCHEDULE "A"**

<b>Alan Smith</b>	<b>81</b>
<b>Dave Devoe</b>	<b>84</b>
<b>Edward Pigeau</b>	<b>89</b>
<b>George Robinson</b>	<b>94</b>
<b>Bill Long</b>	<b>96</b>
<b>Edmund Badu</b>	<b>100</b>
<b>Jason Levesque</b>	<b>101</b>
<b>Brian Ford</b>	<b>104</b>
<b>David Hopkinson</b>	<b>105</b>
<b>Nathaniel Louttit</b>	<b>106</b>
<b>Sean Miller</b>	<b>107</b>
<b>Timothy Moreland</b>	<b>108</b>
<b>Arian Finlayson</b>	<b>109</b>
<b>Brady Bishop</b>	<b>125</b>
<b>Orrette Robinson</b>	<b>126</b>
<b>Anthony Rocca</b>	<b>127</b>
<b>Chelsea Dokis</b>	<b>129</b>
<b>Ryan Vendramin</b>	<b>130</b>
<b>Ravi Kumar</b>	<b>131</b>
<b>Daniel Roussain</b>	<b>132</b>
<b>Aashmeen Thind</b>	<b>133</b>
<b>Cody Poirier</b>	<b>134</b>

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

**BY-LAW NO. 2020-54**

**COUNCIL PROCEDURE:** (A1.6) 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).

The Council of The Corporation of the City of Sault Ste. Marie, pursuant to Section 238 of the *Municipal Act, 2001*, S.O. 2001, c. 25, and amendments thereto **ENACTS** as follows:

**1. BY-LAW 2013-100 AMENDED**

By-law 2013-100 is amended as follows:

Schedule A-III-1 Appointments

**Nominating Committee**

Add: after Committee of adjustment, “Deputy CAO, Community Development and Enterprise Services.”.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 3<sup>rd</sup> day of February, 2020.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

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

**BY-LAW 2020-55**

**AGREEMENT:** (C3.69) A by-law to authorize the execution of the Agreement between the City and Soo Greyhounds Inc. (carrying on business as Soo Greyhounds Hockey Club) for the purchase and use of a video scoreboard and various ancillary items from OES Inc. for use in the GFL Memorial Gardens.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 3, 2020 between the City and Soo Greyhounds Inc. (carrying on business as Soo Greyhounds Hockey Club), a copy of which is attached as Schedule "A" hereto. This Agreement is for the purchase and use of a video scoreboard and various ancillary items from OES Inc. for use in the GFL Memorial Gardens.

**2. SCHEDULE "A"**

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

**3. EFFECTIVE DATE**

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

**PASSED** in open Council this 3<sup>rd</sup> day of February, 2020.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

**SCHEDULE "A"**

**PURCHASE AND USE AGREEMENT**

**THIS AGREEMENT** made this 3<sup>rd</sup> day of February, 2020.

BETWEEN:

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

(the "City")  
OF THE FIRST PART

-and-

**SOO GREYHOUNDS INC. (carrying on business as SOO GREYHOUNDS HOCKEY CLUB)**

(the "Soo Greyhounds")  
OF THE SECOND PART

**WHEREAS** The Corporation of the City of Sault Ste. Marie (the "City") is the owner and operator of the lands and premises located at 269 Queen Street East, Sault Ste. Marie, Ontario, known as the GFL Memorial Gardens (the "Centre");

**AND WHEREAS** at the City Council meeting held on October 7, 2019, a resolution was passed granting approval for the City to move forward with issuing a Request for Proposal (RFP) for the replacement of the Video Scoreboard at the Centre;

**AND WHEREAS** the RFP was publicly advertised and proposals were subsequently evaluated by a committee comprised of the Director of Community Services of the City; the President & Governor of the Soo Greyhounds, Staff from Community Services – Community Development & Enterprise Services of the City; Staff from the City's Legal Department of the City and Staff from the Purchasing Division – Corporate Services of the City (collectively the "RFP Evaluation Committee");

**AND WHEREAS** the RFP Evaluation Committee has by consensus selected OES Inc. of London, Ontario as the successful RFP proponent for the new Video Scoreboard at the Centre and various Ancillary Items, the particulars, specifications and costing of which are set out in Schedule "A" to this Agreement (referred to herein as the "Video Scoreboard and Ancillary Items");

**AND WHEREAS** the Soo Greyhounds have agreed to reimburse the City the costs associated with the purchase and installation of a new Video Scoreboard and Ancillary Items, along with any necessary hardware, software, equipment and matters ancillary to facilitate the use and operation of same at the Centre to a maximum amount as set out in Section 3.1(a)(b) and 3.4 (a)(b) herein;

**AND WHEREAS** the parties hereto have agreed to the following terms and conditions regarding the ownership, use, operation and maintenance of the new Video Scoreboard and Ancillary Items for the Centre;

**NOW THEREFORE WITNESSETH THAT** in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Soo Greyhounds agree as follows:

**1.0 OWNERSHIP OF NEW VIDEO SCOREBOARD AND ANCILLARY ITEMS**

- 1.1 The City shall purchase the new Video Scoreboard and Ancillary Items as set out in Schedule "A" to this Agreement for the Centre. The City shall at all times be and remain the owner of the new Video Scoreboard and Ancillary Items.
- 1.2 As owner, the City shall retain all warranty rights in the new Video Scoreboard and Ancillary Items as provided by OES Inc.
- 1.3 The Soo Greyhounds acknowledge and agree that it has no right, title or interest in the new Video Scoreboard and Ancillary Items other than as set out in this Agreement, and that all rights, title and interest in the new Video Scoreboard and Ancillary Items shall rest with the City.

**2.0 TERM**

- 2.1 This Agreement shall be for a term of ten (10) years, commencing February 3, 2020 and ending ten (10) years after the new Video Scoreboard and Ancillary Items have been fully installed at the Centre. Installation of the new Video Scoreboard and Ancillary Items is expected to be completed during the summer of 2020, after the completion of the 2019-2020 hockey season.

**3.0 PAYMENT FOR NEW VIDEO SCOREBOARD AND ANCILLARY ITEMS**

- 3.1 The Soo Greyhounds shall reimburse the City the actual costs associated with the purchase and installation of a new Video Scoreboard and Ancillary Items, along with any necessary hardware, software, equipment and matters ancillary to facilitate the use and operation of same at the Centre, specifically set out as follows:
  - (a) subject to Section 3.4 below, the Video Scoreboard and Ancillary Items and installation costs for same as set out in Schedule "A" to this Agreement, the total cost of which shall be no more than Five Hundred Sixty Thousand Dollars (\$560,000) plus any applicable taxes; and
  - (b) any "necessary costs" which shall include only those costs associated with any hardware, software, equipment and matters ancillary to facilitate the use and operation of the new Video Scoreboard and Ancillary Items at the Centre, which shall proceed by way of Change Order (if any) issued by the City during the installation process. The parties hereto acknowledge and agree that "necessary costs" as set out herein do not include the costs for any extra purchases that are optional or that the City may desire but shall include only those costs that are actually necessary for the use and operation of the new Video Scoreboard and Ancillary Items at the Centre.
- 3.2 In the event of a Change Order as set out in Section 3.1(b), the City shall provide the Soo Greyhounds with full particulars and costs associated with same and receive the prior authorization of the Soo Greyhounds for such Change Order. The parties hereto acknowledge and agree that in the event such Change Order is approved, that it will be pursued as reasonably and cost effectively as possible.

- 3.3 The City shall provide the Soo Greyhounds with a copy of all invoices and proof of payment associated with each Change Order (if any).
- 3.4 In the event that there are enhancements and/or additional features (collectively "Enhancements") available for the Video Scoreboard and/or Ancillary Items of interest to both the City and Soo Greyhounds to purchase, the parties agree:
  - (a) that the written consent of both the Soo Greyhounds and the City is necessary for the purchase of any such Enhancements; and
  - (b) the Soo Greyhounds shall reimburse the City the total costs of any Enhancements and their installation purchased as set out herein.
- 3.5 The Soo Greyhounds shall reimburse the City the total costs as set out in Section 3.1(a), 3.1(b) and 3.4(a) and 3.4(b), plus any applicable taxes, and net of any rebates or credits received by the City. The payment referred to herein shall be made by the Soo Greyhounds to the City to be consistent with the payment terms of OES Inc., specifically as follows:
  - (a) on or before the purchase order is issued for the Video Scoreboard and Ancillary Items by the City, a Deposit representing fifty (50%) of the cost of the Video Scoreboard and Ancillary Items, specifically Two Hundred Eighty Thousand (\$280,000.00);
  - (b) in the event that a Change Order is required and approved by the Soo Greyhounds, payment for any Change Orders up to the sum of Twenty Thousand (\$20,000) Dollars to cover any amount that may proceed by Change Order as set out in Section 3.1(b), 3.2 and 3.3 of this Agreement;
  - (c) in the event the parties agree and authorize the purchase of any Enhancements, the Soo Greyhounds shall, on or before the purchase of any Enhancement is authorized, reimburse the City the total costs of any such Enhancements and their installation; and
  - (d) the balance of the total costs as set out in Section 3.1(a) and 3.1(b) plus any applicable taxes upon commissioning of the new Video Scoreboard and Ancillary Items as per the requirements of OES Inc.

#### **4.0 OPERATION OF THE NEW VIDEO SCOREBOARD AND ANCILLARY ITEMS**

##### **(A) VIDEO SCOREBOARD**

- 4.1 The Soo Greyhounds shall ensure that its technician(s) obtain(s) all necessary training and experience to operate the new Video Scoreboard. The Soo Greyhounds shall ensure that new Video Scoreboard is operated at all times in accordance with all manufacturer's specifications and in a prudent manner and shall not do anything to cause damage or otherwise impact any warranty provisions for the new Video Scoreboard.
- 4.2 The Soo Greyhounds shall have the exclusive use of the new Video Scoreboard for all Soo Greyhounds hockey games, including regular season and playoff games.

- 4.3 The parties hereto acknowledge and agree that the new Video Scoreboard shall be made available to the City and any User Groups of the Centre who have contracted with the City to hold an event at the Centre and have requested use of the new Video Scoreboard, on the following terms and conditions:
- (i) a fee of Five Hundred (\$500.00) Dollars per event plus the reasonable costs of a technician (if so required) shall be passed onto and be payable by any User Group of the Centre who requests use of the new Video Scoreboard for their event. The City shall thereafter remit the fees billed and collected as set out herein to the Soo Greyhounds following completion of the event;
  - (ii) in the event that the City holds a City sponsored event, the fee referred to in Section 4.3(i) is not applicable, however, the City agrees to re-imburse the Soo Greyhounds for the cost associated with operating the new Video Scoreboard at the request of the City;
  - (iii) in the event that the City chooses to broadcast any out of town games related to the Soo Greyhounds (ie. Regular season, playoffs, special games, etc.), the fee referred to in Section 4.3(1) is not applicable however the Soo Greyhounds shall be re-imbursed for the costs of operating the new Video Scoreboard at the request of the City. Furthermore, nothing in this section is intended to limit the broadcast rights held by the Soo Greyhounds for any of its broadcasts including radio, television, and internet and
  - (iv) the Soo Greyhounds cannot guarantee that its video technician will be available at any or all times that such services are requested by the City and/or its user groups. The Soo Greyhounds shall use its reasonable best efforts to ensure that a qualified technician is available at dates and times requested of City and/or User Group with reasonable notice of such events at the Centre and for any City sponsored event. In the event that a video technician of the Soo Greyhounds is not available, the City may arrange for a video technician to operate the Video Scoreboard and operate same on behalf of the City and/or User Group.

#### **(B) ANCILLARY ITEMS**

- 4.4 The Soo Greyhounds shall have the exclusive use of the Ancillary Items for all Soo Greyhounds hockey games, including exhibition, regular season and playoff games.
- 4.5 For any other events and use of the Centre, the City and/or relevant User Group may, at no charge, operate the OES Fixed Digit Hockey Scoreboard (hereinafter referred to as the "Auxiliary Clock").

#### **5.0 MAINTENANCE**

- 5.1 The City shall be responsible for all maintenance obligations regarding the new Video Scoreboard and Ancillary Items and shall keep same in a clean, maintained and good working order so that the new Video Scoreboard and Ancillary Items function as intended.
- 5.2 In the event of a Force Majeure as per section 8 of this Agreement and that a Major Repair is required to the new Video Scoreboard and/or an Ancillary Item(s), which is defined as a repair which, after Warranty coverage, would cost Twenty Five Thousand (\$25,000.00) Dollars or greater, the parties acknowledge and agree that the process set out in Section 8.0 of this Agreement is applicable herein.

## 6.0 ADVERTISING

- 6.1 The City and the Soo Greyhounds are parties to an Agreement made the 1<sup>st</sup> day of May, 2006 and authorized by City By-law 2006-124 for a term of twenty (20) hockey seasons covering the 2006-2007 through to 2025-2026 hockey seasons, and terminating ninety (90) days after the Soo Greyhounds play their last home game, including play-off games of the 2025-2026 hockey season (the “2006 Agreement”). Sections 11, 12 and Schedule “B” of the 2006 Agreement are hereby amended only as it relates to Advertising Opportunities for the new Video Scoreboard as follows:
- (a) the Soo Greyhounds are entitled to market and sell advertising on the new Video Scoreboard with the prior written consent of the City, which consent will not be arbitrarily or unreasonably withheld;
  - (b) the Soo Greyhounds are responsible for the production and display of all their advertising on the new Video Scoreboard;
  - (c) the advertising rights herein only extend to the Soo Greyhounds’ league games (exhibition, regular season and playoff);
  - (d) notwithstanding that pursuant to Item 3 “Advertising – All Areas” of Schedule “B” to the 2006 Agreement which provides that the City is entitled to ten (10%) percent of the total annual revenue stream from all advertising on a Videoboard at the Centre, the parties hereto acknowledge and agree that the City shall for the term of this Agreement forgo the annual ten (10%) percent annual revenue stream only from advertising on the new Video Scoreboard. The City shall continue to receive its annual ten (10%) percent annual revenue from all other advertising in accordance with the 2006 Agreement, other than any advertising on the new Video Scoreboard.
  - (e) At the end of the ten year period of this Agreement, revenue sharing between the Soo Greyhounds and the City related to the advertising on the Video Scoreboard shall be governed by the Agreement that is in effect between the City and the Soo Greyhounds governing the relationship on all matters pertaining to the Centre at that time.
  - (f) The Parties further acknowledge and agree that, subject only to s. 6.2, the City may not enter into agreements that grant advertising rights to any party that conflict with the rights granted to the Soo Greyhounds without prior consent and compensation terms approved by the Soo Greyhounds.
- 6.2 The parties further acknowledge and agree that the City and GFL Environmental Inc. are parties to a “Naming Advertising and Sponsorship Agreement” dated July 16, 2018. The Soo Greyhounds acknowledge Section 8(c) of the City/GFL Naming Rights Agreement and confirm that:
- (a) the Arena’s name “GFL Memorial Gardens” shall be placed on the new Video Scoreboard or displayed thereon), in a manner satisfactory to GFL Environmental Inc.; and
  - (b) no competitor of GFL Environmental Inc. shall be advertised on the new Video Scoreboard or Ancillary Items.

## 7.0 INSURANCE AND INDEMNITY

- 7.1 The City and the Soo Greyhounds acknowledge and agree that each has and shall maintain necessary comprehensive General Liability insurance for a minimum of Five Million (\$5,000,000.00) Dollars per occurrence, insuring all claims for damage to property, personal injury or death which may arise from their operations under this Agreement. Each party shall provide the other party with a Certificate of Insurance and proof of insurance upon request. It is further understood and agreed that the coverage provided by these policies will not be changed, amended or cancelled by a party to this Agreement until thirty (30) days after written notice has been delivered to and acknowledged by the other party.
- 7.2 The Soo Greyhounds shall fully indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any losses, costs (including without restriction, legal costs on a substantial indemnity basis), liabilities and expenses incurred by the City because of any demand, action or claim brought against the City and any loss of or damage to property, personal injury or death or any other losses, costs, expenses, damages, or liabilities suffered or sustained in relation to or in connection with:
- (a) the Soo Greyhounds operation of the new Video Scoreboard and/or any Ancillary Item;
  - (b) the Soo Greyhounds advertising on the new Video Scoreboard and/or any Ancillary Item, including but not limited to any claim for breach of trademark or copyright, personal injury, etc.,
- except to the extent that such damages, losses, costs, liabilities, expenses, actions, claims, injuries or deaths result from the negligence or willful misconduct of the City (including its elected officials, officers, employees, agents and contractors) or those whom the City is responsible in law.
- 7.3 The City will from time to time and at all times hereafter save, defend and keep harmless and fully indemnify the Soo Greyhounds from and against all actions, suits, claims executions and demands of any nature whatsoever which may be brought against or made upon the Soo Greyhounds from and against all losses, costs, charges, damages, liens, and expenses which may be sustained, incurred or paid, by the Soo Greyhounds by reason or on account or in consequence of, or arising out of any act or omission by the Centre or the City under this Agreement.
- 7.4 The City shall in no event be *liable to the Soo Greyhounds by way of indemnity or by reason of any breach of the Contract or in tort or otherwise for loss of use of the new Video Scoreboard and/or any Ancillary Items, or any part thereof or for loss of production, loss of profit or loss of any contract, or for any indirect, special or consequential loss or damage that may be suffered by the Soo Greyhounds in connection with this Agreement and any advertising Agreements the Soo Greyhounds may have with third parties.* To that end, the Soo Greyhounds shall fully indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any losses, costs (including without restriction, legal costs on a substantial indemnity basis), liabilities and expenses incurred by the City because of any demand, action or claim brought against the City for loss of production, loss of profit or loss of any contract, or for any indirect, special or consequential loss or damage regarding the new Video Scoreboard and/or any Ancillary Items.

## **8.0 FORCE MAJEURE**

- 8.1 In the event that the new Video Scoreboard and/or any Ancillary Items are wholly, substantially or even partially destroyed/damaged and thereby rendered inoperable as a result of an act of God, fire or war, or any other cause beyond the City's control and which is not covered by applicable warranties and/or insurance, or in the event of a Major Repair as defined in Section 5.2 herein, the City shall within fifteen (15) days of such event:
- (a) Determine the cost of repairing or replacing the damaged Video Scoreboard and/or any Ancillary Item(s) and determine, with commercial reasonableness, if and when it will repair or replace same at its sole discretion; and
  - (b) Notify the Soo Greyhounds in writing of its decision.

Thereafter the parties hereto agree as follows:

- (a) The City hereby agrees to proceed with and incur the cost of repairs up to a maximum cost of Twenty-Five Thousand (\$25,000.00) Dollars for a single event as described in Section 8.1 herein if such repairs shall return the Video Scoreboard and/or Ancillary Item to good working condition, the determination of which shall be made by the City in its discretion acting reasonably;
- (b) In the event that the repairs cost greater than Twenty-Five Thousand (\$25,000.00) Dollars for a single event as described in Section 8.1 herein, and the City determines that it shall not repair or replace the new Video Scoreboard and/or any Ancillary Item pursuant to this Section of the Agreement, the City shall give the Soo Greyhounds fifteen (15) days to determine whether the Soo Greyhounds wish to incur the cost to undergo necessary repairs. In the event that the Soo Greyhounds decide to proceed with the repairs to the new Video Scoreboard and/or any Ancillary Item pursuant to this Section of the Agreement, the City agrees to pay the first Twenty-Five Thousand (\$25,000.00) Dollars for same and thereafter the Soo Greyhounds shall pay all remaining costs associated with such repair; and
- (c) In the event that neither the City nor the Soo Greyhounds are willing to incur the cost of repair, this Agreement shall terminate immediately after the fifteen (15) day notice period as required under Section 8.1 herein expires.

Under no circumstances shall the City be liable to the Soo Greyhounds or any other third party for any loss of production, loss of profit or loss of any contract, or for any indirect, special or consequential loss or damage that may be suffered by the Soo Greyhounds as a result of same.

- 8.2 If the City determines that it will repair or replace the new Video Scoreboard and/or any Ancillary Item pursuant to this Section of the Agreement, the parties hereto acknowledge and agree that the City shall proceed forthwith to complete same. Under no circumstances shall the City be liable to the Soo Greyhounds or any other third party for any loss of production, loss of profit or loss of any contract, or for any indirect, special or consequential loss or damage that may be suffered by the Soo Greyhounds as a result of same.

## **9.0 NOTICE**

- 9.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by:

- (a) delivering the notice personally;
- (b) forwarding by registered or certified mail to the postal address indicated below or such other address as may hereafter be designated in writing in accordance herewith; or
- (c) transmitted by facsimile or email to the facsimile number or email address indicated below:

In the case of the Soo Greyhounds:

Tim Lukenda  
 President and Governor  
 Soo Greyhounds Inc.  
 C/O Soo Greyhounds Office  
 269 Queen Street East  
 Sault Ste. Marie, ON, P6A1Y9  
[timlukenda@soogreyhounds.com](mailto:timlukenda@soogreyhounds.com)

In the case of the City:

Brent Lamming  
 Director, Community Services  
 Community Development & Enterprise Services  
 The Corporation of the City of Sault Ste. Marie  
 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6  
[b.lamming@cityssm.on.ca](mailto:b.lamming@cityssm.on.ca)

- 9.2 Notices delivered personally or transmitted by facsimile or by email shall be deemed to have been received when delivered. Notices forwarded by certified or registered mail shall be deemed to have been received four (4) days after mailing in the absence of a major interruption in postal service affecting the handling or delivery thereof, excluding Saturdays, next following the date of mailing.

## **10.0 TERMINATION**

- 10.1 At the end of the Term, or earlier termination in the event Section 8 applies herein resulting in the termination of this Agreement, the City shall continue as owner of the new Video Scoreboard and Ancillary Items, and all advertising rights and privileges granted to the Soo Greyhounds pursuant to this Agreement shall cease. The parties agree to enter into negotiations regarding advertising and other opportunities that, if successful, may result in a new agreement between the parties.

## **11.0 GENERAL PROVISIONS**

- 11.1 Any provisions of this Agreement prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms and provisions hereof.
- 11.2 Neither this Agreement, the conduct of the City or the Soo Greyhounds, nor anything done by the City or the Soo Greyhounds pursuant to this Agreement shall make the parties partners or constitute them agents or employees of one another or impose any fiduciary duty, liability or obligation upon them except as herein expressly set forth.

- 11.3 Time shall be of the essence of this Agreement.
- 11.4 This Agreement constitutes the entire agreement among the parties and shall not be modified, amended or assigned except with the written consent of both parties. Granting such consent is in the sole discretion of the City and may be arbitrarily or unreasonably withheld.
- 11.5 This Agreement supersedes any prior representations, statements, or agreements, with respect to the subject-matter hereof with respect to the association between the City and the Soo Greyhounds. The parties agree that any such prior representations, statements, or agreements, if made were not material to the execution of this Agreement, or to the decision of either party to enter into this Agreement.
- 11.6 This Agreement and the rights, obligations and relations of the parties hereto shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.
- 11.7 In this Agreement, wherever the singular and masculine are used, they shall be construed as if the plural or the feminine or the neutral had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.
- 11.8 The Article headings in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope and intent of any section of this Agreement or in any way effect it. All references to the term "Agreement" shall include the recitals, the Agreement and the Schedules appended hereto.
- 11.9 This Agreement may be executed in counterparts, each of which so executed shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.
- 11.10 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, executors, administrators and permitted assigns and any reference to a right or an obligation of a party hereto shall be deemed to include a reference to such heirs, successors, executors, administrators and permitted assigns to the extent that the context requires.
- 11.11 No failure or delay by the City in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
- 11.12 The parties have participated jointly in the negotiation and preparation of this Agreement. If any ambiguity or question of intent or interpretation arises with respect to this Agreement the parties agree that it is their desire for this Agreement to be construed as if jointly drafted by the parties and no presumptions or burden of proof shall arise favouring or disfavouring any party by virtue of authorship of any of the provisions of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:

**SOO GREYHOUNDS INC.**

Carrying on business as "Soo Greyhounds  
Hockey Club"

Per: \_\_\_\_\_  
Tim Lukenda, President & Governor  
I have authority to bind the Corporation

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

MAYOR CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

**SCHEDULE A**

<b>GFL Memorial Gardens</b>		
<b>File#2019CDE-CS-AR-09-P</b>		
<b>OES Scoreboard - Option 1A - 6mm Solution</b>		<b>Price \$</b>
Upper Ring, 4 LED curved faces, LED corner wedges, lower ring and lower vinyl skrim		\$ 529,464.00
Includes controllers, control room equipment, assembly, winch system & installation		
Fixed Digit Scoreboard - Model 6200		\$ 7,310.00
Includes backlit sponsorship panel		
Goal Lights (1 Set)		\$ 2,465.00
Locker Room Clocks (2) - Home & Guest		\$ 1,175.00
Retrofit existing shot clocks and time of day clocks		\$ 5,930.00
OES Replay Suite - Instant Replay software		\$ 12,300.00
<b>Total Exclusive of HST</b>		<b>\$ 558,644.00</b>
Addition of Locker Room Clocks (2) - Referee Rooms		\$1,175
<b>Total Exclusive of HST (with Locker Room Clocks)</b>		<b>\$ 559,819.00</b>

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-49

**LOCAL IMPROVEMENT:** (L2.1) A by-law to authorize the construction of a concrete sidewalk on Northern Avenue East from Reid Street to North 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" 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 \$27.00 per metre frontage shall be specially assessed upon the lots abutting directly on the said work according to the extent of their respective frontages thereon and the remainder of the cost of the work shall be borne by the Corporation.
6. 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.
7. 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.
8. 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.
9. The said Schedule "A" forms a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 3<sup>rd</sup> day of February, 2020.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

tj\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2020\\2020-49 Local Improvement Northern Ave E.doc



THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
Civic Centre  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2020-49 SECTION 3  
REGULATION 586-06 MUNICIPAL ACT  
ENGINEER'S REPORT**

**February 3, 2020**

Nature of Work (Construction of): Construction of concrete sidewalk  
On: Northern Avenue East  
From: Reid Street  
To: North Street

Estimated Cost of Work: \$240,000.00

Estimated Assessable Abutting Frontage: 663.8 m

Estimated Cost to be Borne by  
Assessable Abutting Property: \$11,741.88

Estimated Cost to be Borne by  
The Corporation: \$228,258.12

Special Rate per Metre Frontage: \$27.00

Estimated Interest Rate Term: 4.45%  
10 years

Estimated Annual Rate per Metre Frontage: \$3.40

Estimated Lifetime of the Work: 20 years

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Carl Rumiell".

Carl Rumiell, P. Eng.  
Manager, Design and Transportation Engineering

Attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
CONCRETE SIDEWALK-SECTION 3

SCHEDULE "A"

BY-LAW 2020-49

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>SIDE</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2019-06	Northern Avenue East	Reid Street	North Street	750	1.5M	South	663.8 m	\$11,741.88