

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

Tuesday, October 10, 2023

5:00 pm

Council Chambers and Video Conference

Meetings may be viewed live on the City's YouTube channel  
<https://www.youtube.com/user/SaultSteMarieOntario>

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Pages

**1. Land Acknowledgement**

I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.

**2. Adoption of Minutes**

11 - 29

Resolved that the Minutes of the Regular Council Meeting of September 18, 2023 be approved.

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

**4. Declaration of Pecuniary Interest**

**5. Approve Agenda as Presented**

Resolved that the Agenda for October 10, 2023 City Council Meeting as presented be approved.

**6. Presentations**

**6.1 Economic Development Fund Request – Algoma University, Makwa Waakaa'igan Project**

30 - 41

Asima Vezina, President and Vice Chancellor Algoma University; Joel Syrette, Director of Makwa Waakaa'igan; Shirley Horn, Children of Shingwauk Alumni Association; Jackie Fletcher, Children of Shingwauk of Alumni Association regarding Agenda Item 8.3.1

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

Resolved that all the items listed under date October 10, 2023 – Agenda item 7 – Consent Agenda be approved as recommended.

**7.1 CAO Selection Committee Update**

Mayor Shoemaker will provide a report for the October 10, 2023 Addendum to the Agenda.

**7.1.1 *Mayor Shoemaker – Selection Committee Update*** 42 - 45

A report of Mayor Shoemaker is attached for the information of Council.

Resolved that the report of Mayor Shoemaker dated October 10, 2023 concerning CAO Selection Committee Update be received as information.

**7.2 AMO Advocacy Update** 46 - 48

A report of Councillor L. Dufour is attached for the information of Council.

Resolved that the report of Councillor L. Dufour dated October 10, 2023 concerning AMO Advocacy by received as information.

**7.3 2024 City Council Meeting Schedule** 49 - 50

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

Resolved that the report of the City Clerk dated October 10, 2023 concerning 2024 Council meeting schedule be received and that the proposed schedule be approved.

**7.4 Short-Term Rental Licensing Update** 51 - 54

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

Resolved that the report of the Deputy City Clerk dated October 10, 2023 concerning Short-Term Rental Update be received and that the Short-Term Rental By-law be amended to:

- Require hosts to include their municipal licence or licence number in all advertising;
- Change the requirement for commercial insurance to “adequate” insurance, which shall include \$2 million liability, adding short-term rental as a property use, and having the City named as an additional insured for commercial properties;

Further that the 2024 User Fee By-law include a three-year licence fee of \$500 plus inspection fees.

The relevant by-laws will appear on a future Council Agenda.

7.5	<b>Borrowing By-law Amendments for Change in City Banker</b>	55 - 56
	A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.	
	The relevant By-laws 2023-166 and 2023-169 are listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.6	<b>Tax Collection Policy Update</b>	57 - 71
	A report of the Chief Financial Officer/Treasurer is attached for the consideration of Council.	
	Resolved that the report of the Chief Financial Officer and Treasurer dated September 18, 2023 concerning the Tax Policy Update be received and that:	
	<ul style="list-style-type: none"><li>• By-law 2007-212 Tax Collection Policies and Procedures be repealed; and</li><li>• Effective January 1, 2025 tax arrears certificate will be registered in the second year of arrears instead of the current third year of arrears.</li></ul>	
7.7	<b>RFP Deep Energy Retrofit Feasibility Studies</b>	72 - 75
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Resolved that the report of the Manager of Purchasing dated October 10, 2023 concerning Deep Energy Retrofit Feasibility Studies be received and that WalterFedy be selected for provision of the services at the proposed fee of \$180,500 plus HST.	
7.8	<b>RFP Special Event Security Services – GFL Memorial Gardens</b>	76 - 77
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Resolved that the report of the Manager of Purchasing dated October 10, 2023 concerning Special Event Security Services be received and that North East Regional Security Services be selected for provision of services commencing November 1, 2023 for a period of three (3) years with renewal option up to two (2) additional years.	
7.9	<b>Window Replacement – Sault Ste. Marie Museum</b>	78 - 80
	A report of the Manager of Purchasing is attached for the consideration of Council.	

Resolved that the report of the Manager of Purchasing dated October 10, 2023 concerning Window Replacement, Sault Ste. Marie Museum be received and that the \$60,000 available funding allocated to prioritize additional window replacements on the second floor be approved.

The relevant By-Law 2023-162 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.10	<b>Equipment Purchase 1-Ton Dump Truck</b>	81 - 83
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Resolved that the report of the Manager of Purchasing dated October 10, 2023 concerning equipment purchase of one 4-door 1-ton dump truck be received and that the purchase from Commercial Truck Equipment Corp., at the quoted amount of \$133,544 plus HST be approved.	
7.11	<b>Equipment Purchase Aerial Apparatus</b>	84 - 85
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Resolved that the report of the Manager of Purchasing dated October 10, 2023 concerning equipment purchase of one aerial apparatus unit as required by Fire Services be received and that the purchase from Safetek Emergency Vehicles Ltd. at the quoted amount of \$2,526,172 plus HST be approved;	
	Further, that utilization of \$470,633 from the Asset Management Reserve to support the procurement be approved.	
7.12	<b>Rosedale Park – Kiwanis Club of Lakeshore Foundation Additional Donation</b>	86 - 88
	A report of the Director of Community Services is attached for the consideration of Council.	
	The relevant By-law 2023-164 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.13	<b>Economic Development Fund – Tales from The Void</b>	89 - 91
	A report of the Film, TV and Digital Media Coordinator is attached for the consideration of Council.	
	Resolved that the report of the Film, TV and Digital Media Coordinator dated October 10, 2023 concerning Tales From The Void Ltd.'s Economic Development Program application be received and that the recommendation to grant the sum of \$3,500 be approved.	
7.14	<b>2023 Connecting Link Funding</b>	92 - 93
	A report of the Director of Engineering is attached for the consideration of	

Council.

The relevant by-law 2023-167 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.15	<b>General Insurance Services Contract Extension</b>	94 - 95
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A report of the Risk Manager is attached for the consideration of Council.

The relevant by-law 2023-165 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.16	<b>Site-Specific Planning Act Notice Practices</b>	96 - 99
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A report of the Administrative Clerk was attached for the consideration of Council.

Resolved that the report of the Administrative Clerk dated October 10, 2023 concerning Site-Specific *Planning Act* Notice Practices be received and that Planning's public notice procedure be altered to include posting of a public notice sign on the subject lands for site-specific *Planning Act* applications, mailing notice to land owners within 120 metres of the subject land(s) and posting to the City's website. This alteration will take effect for site-specific *Planning Act* applications in the spring of 2024.

## **8. Reports of City Departments, Boards and Committees**

8.1	<b>Administration</b>
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8.2	<b>Corporate Services</b>
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8.3	<b>Community Development and Enterprise Services</b>
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8.3.1	<b>Economic Development Fund Request – Algoma University, Makwa Waakaa'igan Project</b>	100 - 134
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A report of the Director of Economic Development is attached for the consideration of Council.

Resolved that the report of the Director of Economic Development dated October 10, 2023 concerning Economic Development Fund Request – Algoma University Makwa Waakaa'igan Project be received and that funding for the project be provided from the Economic Development Fund in the amount of \$600,000 to be paid out over a three-year period in payments of \$200,000 per year.

8.3.2	<b>Gateway Property Development – Sale</b>	135 - 140
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A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services and the Assistant City Solicitor/Senior Litigation Counsel dated October 10, 2023 concerning the sale of a portion of the Gateway property be received and that the City owned property described as being Area One of the Gateway property which is PIN 31577-0024, Part of Pin 31577-0044 and Part of PIN 31577-0019 for a total 2.49 hectares shown in Attachment "B" to this report, be declared surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land to 1188004 Ontario Inc. for the amount of \$200,000;

Further that Council authorize the survey costs for the easements required by the City;

Further that the proceeds from the sale be placed in a Gateway Property Reserve and committed for any future costs related to the development of the remaining Gateway property.

The relevant By-law 2023-163 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

#### **8.4 Public Works and Engineering Services**

#### **8.5 Fire Services**

#### **8.6 Legal**

#### **8.7 Planning**

#### **8.7.1 Building Faster Fund – Assigned Housing Target and Provincial Task Force Recommendations** 141 - 171

A report of the Director of Planning is attached for the consideration of Council.

Resolved that the Report of the Director of Planning, dated October 10, 2023 concerning the Building Faster Fund, assigned Local Housing Target and Ontario Housing Affordability Task Force recommendations be received and that Council of the City of Sault Ste. Marie:

- Commit to the Province's assigned local housing target of constructing 1,500 new homes between 2022 and 2031; and
- Submit the attached chart, which outlines staff's recommended positions on the 74 recommendations of the Ontario Housing Affordability Task Force (HATF) and ranks the top five HATF recommendations.

#### **8.7.1.1 Revised Page 3 172 - 172**

#### **8.8 Boards and Committees**

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

**9.1 Hope's Cradle**

Whereas a person may choose to bring their pregnancy to term, but may not be willing or able to care for the child due to extenuating circumstances that may include, but are not limited to: poverty or financial hardship; gender-based violence; involvement in human trafficking; struggles with mental health and/or addiction' religious and/or social stigma; sexual violence such as rape or incest; and

Whereas these factors could also contribute to individuals being unable to access services within the system such as abortion or adoption; and

Whereas stigmatizing the need for a person to surrender a baby without question or penalty has led to babies being left in unsafe situations, resulting in the otherwise preventable death of some infants; and

Whereas while the preservation of birth parent information, relationships and cultural backgrounds are all very important, saving the life of the infant in these dire situations must be the first priority; and

Whereas Hope's Cradle is a safe alternative to an unsafe abandonment, serving as a last resort for birth parents and infants who need it; and

Whereas alternatives that encourage prevention of unsafe abandonment will save the lives of these infants;

Now Therefore Be It Resolved that staff be requested to work with appropriate agencies and report back to council with recommendation for the implementation of Hope's Cradle in a central location in Sault Ste. Marie.

**9.2 Salvation Army King Street Parking**

Whereas the City of Sault Ste. Marie has recognized the problem of food insecurity in our community; and

Whereas the City of Sault Ste. Marie has taken action to show and rally support to Harvest Algoma; and

Whereas the Salvation Army is one of the significant food distribution partners within the community, in addition to Harvest Algoma, distributing approximately half a million pounds of food each year to the most in need in our community; and

Whereas the Salvation Army has a dedicated team of volunteers to ensure food is distributed, and their Elgin Street location does not have enough parking for their team

Now Therefore Be It Resolved that the City of Sault Ste. Marie create a Volunteer Parking Pass for Salvation Army to use at the King Street lot during the hours they are volunteering.

10. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution
11. Adoption of Report of the Committee of the Whole
12. Consideration and Passing of By-laws
- Resolved that all By-laws under item 12 of the Agenda under date October 10, 2023, save and except By-law 2023-63, be approved.
- 12.1 By-laws before Council to be passed which do not require more than a simple majority
- 12.1.1 By-law 2023-161 (Fire Services Agreement) Intermunicipal Civil Defense and Emergency/Disaster Compact 173 - 178
- Council Report was passed by Council resolution on September 25, 2023.
- Resolved that By-law 2023-161 being a by-law to authorize the execution of the Agreement between the City and the municipality of Sault Ste. Marie, Michigan, United States of America for an intermunicipal civil defense and emergency/disaster compact for fire services be passed in open Council this 10th day of October, 2023.
- 12.1.2 By-law 2023-162 (Agreement) Sault Ste. Marie Museum Window Replacement (Jobst Brothers Construction) 179 - 365
- A report from the Manager of Purchasing is on the Agenda.
- Resolved that By-law 2023-162 being a by-law to authorize the execution of the Agreement between the City and Jobst Brothers Construction for Window Replacement at the Sault Ste. Marie Museum be passed in open Council this 10th day of October, 2023.
- 12.1.3 By-law 2023-163 (Property Sale) 1188004 Ontario Inc. (Part 31 Bay Street – Gateway) 366 - 367
- A report from the Deputy CAO, Community Development and Enterprise Services and the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
- Resolved that By-law 2023-163 being a by-law to declare the City owned property legally described as PIN 31577-0024, Part of PIN 31577-0044 and Part of PIN 31577-0019 being a total of 2.49 hectares, shown as Area One on Schedule "A" attached, as surplus to the City's needs and to authorize the disposition of the said property to 1188004 Ontario Inc. (Tony Porco) or as otherwise directed be passed in open Council this 10th day of October, 2023.
- 12.1.4 By-law 2023-164 (Agreement) Rosedale Park Playground Equipment Additional Funding 368 - 371

A report from the Director of Community Services is on the Agenda.

Resolved that By-Law 2023-164 being a by-law to authorize the execution of the additional Donation Agreement between the City and The Kiwanis Club of Lakeshore Foundation to support the purchase of playground equipment and/or park amenities at Rosedale Park be passed in open Council this 10th day of October, 2023.

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|--------|--|-----------|
| 12.1.5 | <b>By-law 2023-165 (Agreement) General Insurance Services Renewal Extension (Intact Public Entities Inc.)</b>  | 372 - 374 |
|        | A report from the Risk Manager is on the Agenda.   |           |
|        | Resolved that By-law 2023-165 being a by-law to authorize the execution of the Extension Agreement between the City and Intact Public Entities Inc. to extend the General Insurance Services Renewal Agreement for an additional year be passed in open Council this 10th day of October, 2023.  |           |
| 12.1.6 | <b>By-law 2023-166 (Financing) Amend By-law 2022-184</b>   | 375 - 375 |
|        | A report from the Chief Financial Officer and Treasurer is on the Agenda.  |           |
|        | Resolved that By-law 2023-166 being a by-law to amend By-law 2022-184 (being a by-law to authorize the temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2023) be passed in open Council this 10th day of October, 2023.   |           |
| 12.1.7 | <b>By-law 2023-167 (Agreement) Connecting Links Carmen's Way Resurfacing</b>   | 376 - 451 |
|        | A report from the Director of Engineering is on the Agenda.  |           |
|        | Resolved that By-Law 2023-167 being a by-law to authorize the execution of the Agreement between the City and His Majesty the King in Right of Ontario as represented by the Minister of Transportation for the Connecting Links Program to provide funding for the resurfacing of Carmen's Way from Queen Street to Second Line be passed in open Council this 10th day of October, 2023. |           |
| 12.1.8 | <b>By-law 2023-169 (Financing) A by-law to approve the borrowing of money by the PUC Commission for a \$6,200,000 operating line with Royal Bank of Canada</b>   | 452 - 452 |
|        | A report from the Chief Financial Officer/Treasurer is on the Agenda.  |           |
|        | Resolved that By-law 2023-169 being a by-law to approve the borrowing of money by the PUC Commission for a \$6,200,000 operating line with Royal Bank of Canada be passed in open Council this 10th day of October, 2023.  |           |
| 12.2   | <b>By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority</b>  |           |
| 12.3   | <b>By-laws before Council for THIRD reading which do not require more than a simple majority</b>   |           |

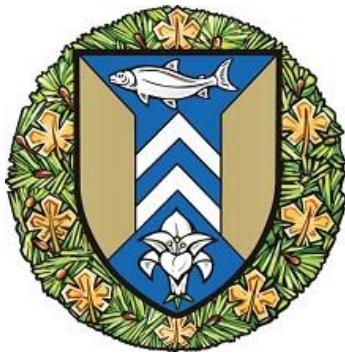
**simple majority**

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

**14. Closed Session**

**15. Adjournment**

Resolved that this Council now adjourn.



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

Monday, September 18, 2023

5:00 pm

Council Chambers and Video Conference

**Present:** Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor S. Spina, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach, Councillor C. Gardi

**Absent:** Councillor M. Scott

**Officials:** R. Tyczinski, T. Vair, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, B. Lamming, T. Anderson, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiel, L. Petrocco, R. Van Staveren, J. Rogers

**Others:**

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**1. Land Acknowledgement**

**2. Adoption of Minutes**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the Minutes of the Regular Council Meeting of August 28, 2023 be approved.

**Carried**

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

**4. Declaration of Pecuniary Interest**

**4.1 Mayor M. Shoemaker – Yates Avenue – PUC (Transmission) LP**

Proponent is a client of law firm.

**4.2 Mayor M. Shoemaker – By-law 2023-149 (Zoning) 207 Old Garden River Road (Daniel Fremlin Holdings Inc.)**

Proponent is a client of law firm.

**4.3 Councillor S. Hollingsworth – By-law 2023-149 (Zoning) 207 Old Garden River Road (Daniel Fremlin Holdings Inc.)**

Proponent is a family member.

**4.4 Mayor M. Shoemaker – By-law 2023-159 (Property Sale) Surplus Property Portion of Yates Avenue**

Proponent is a client of law firm.

**4.5 Mayor M. Shoemaker - Yates Avenue PUC (Transmission) LP Amended Report**

Proponent is a client of law firm.

**5. Approve Agenda as Presented**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Agenda for September 18, 2023 City Council Meeting as presented be approved.

**Carried**

**6. Presentations**

**6.1 Algoma Steel Inc.**

John Naccarato, Vice President Strategy and Chief Legal Officer, and Chelsea Gaudette, Administrator – Legal, Corporate Governance, and Communications, Algoma Steel Inc. were in attendance.

**6.2 Community Development Fund Request – Harvest Algoma**

David Thompson, RAIN Director, and Peter Bruijns, Executive Director, Sault Ste. Marie Innovation Centre were in attendance.

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Lori Hutson, Executive Director, and David Gearing, President, United Way were in attendance.

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that all the items listed under date September 18, 2023 – Agenda item 7 – Consent Agenda save and except Agenda items 7.9, 7.12, 7.14 and 7.15 be approved as recommended.

**Carried**

#### **7.1 City Awards 2023**

The report of the Deputy City Clerk was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Deputy City Clerk dated September 18, 2023 concerning City Awards 2023 be received and that:

1. The Community Development Award be awarded jointly to the Soo Finnish Nordic Ski Club/Hiawatha Highlands; Kinsmen Club of Sault Ste. Marie; Sault Cycling Club; and The Voyageur Trail Association; and
2. The Sports Hall of Fame be awarded to Marty Dimma and Jesse Jakomait.

**Carried**

#### **7.2 2023 City of Sault Ste. Marie Credit Rating**

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Chief Financial Officer/Treasurer dated September 18, 2023 concerning the 2023 City of Sault Ste Marie Credit Rating be received as information.

**Carried**

#### **7.3 Professional Services, UV Upgrade East End Water Pollution Control Plant**

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

#### **7.4 Property Tax Appeals**

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Taxation dated September 18, 2023 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the *Municipal Act*.

**Carried**

### **7.5 Social Equity Transit Pass**

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director of Community Services dated September 18, 2023 concerning the Social Equity Transit Pass be received and that new user fees be implemented at half the current posted Transit pass rate for eligible Social Services and Ontario Disability Support Program clients.

**Carried**

### **7.6 Animal Control Enforcement and Sheltering**

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director of Community Services dated September 18, 2023 concerning Animal Control Enforcement and Sheltering be received and that Council approve the single sourcing of enforcement and sheltering services to the Sault Ste. Marie and District SPCA (Humane Society).

The relevant By-laws 2023-134 and 2023-135 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

**Carried**

### **7.7 Lease Renewal – Southwest Building at Roberta Bondar Park (BeaverTails)**

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

### **7.8 August 2023 Tourism Development Fund Applications**

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The report of the Director of Tourism and Community Development was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Director of Tourism and Community Development dated September 18, 2023 concerning August 2023 Tourism Development Fund applications be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$42,500, as detailed below be approved:

1. Ontario Baseball Provincial Championships (\$3,000);
2. Northern Ontario Tourism Summit (\$7,500);
3. Metis Nation of Ontario Rights Conference (\$5,000);
4. Northeastern Ontario Swim Meet (\$2,000); and
5. Kinsmen Club of Sault Ste. Marie Boardwalk Replacement Project (\$25,000).

**Carried**

### **7.10 Wood Park Court Environmental Assessment**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Director of Economic Development dated September 18, 2023 concerning Wood Park Court Environmental Assessment be received and that staff be directed to initiate the Environmental Assessment to facilitate the development of Industrial land at the Wood Park Court location at the cost of \$75,000 and survey at the cost of \$20,000 is funded through the Industrial Property Reserve.

**Carried**

### **7.11 Yates Avenue – Great Lakes Fishery Commission**

The report of the Director of Economic Development and the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director of Economic Development and the Assistant City Solicitor/Senior Litigation Counsel dated September 18, 2023 concerning Yates Avenue – Great Lakes Fishery Commission be receive and that that the City owned property described as being Part of Section 34 Korah, subject to an easement as in LT89277, specifically the 4.69 and two (2) acre parcels combining for a total 6.69 acre parcel shown in Schedule "A" to this Report be

declared surplus to the City's needs and the disposition of the said property in accordance with the City's policy for the disposition of land to the Great Lakes Fishery Commission for the amount of \$334,500 be approved.

Further, that the costs for the survey to be completed by the City once the Buyer waives all conditions in the Agreement of Purchaser and Sale.

The relevant By-law 2023-158 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**Carried**

**7.13 Ontario Heritage Act – Part IV Designation of the 54 Summit Avenue**

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Manager of Recreation and Culture dated September 18, 2023 concerning *Ontario Heritage Act – Part IV Designation of 54 Summit Avenue* be received and that the recommendation by the Sault Ste. Marie Municipal Heritage Committee to designate 54 Summit Avenue under Part IV of the *Ontario Heritage Act* be approved.

**Carried**

**7.16 Deeming By-law for 724 Bonney Street and Abutting Lane (Surplus Property for Habitat for Humanity)**

The report of the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

**7.17 Housekeeping – Repeal By-Law 2022-46 and By-Law 2022-121 Surplus Property Part of Civic 15 Creery Avenue (Briel)**

The report of the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

**7.9 Community Development Fund Request – Harvest Algoma**

The report of the Director of Economic Development was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Director of Economic Development dated September 18, 2023 concerning Community Development Fund Request – Harvest Algoma/Sault Ste. Marie Innovation Centre Acquisition be received and that funding for the acquisition be provided from the Community Development Fund-Economic Development stream in the amount of \$180,000 to be paid out over a three-year period in payments of \$60,000 per year;

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Further that Harvest Algoma Advisory Committee and the Sault Ste. Marie Innovation Centre present an annual report card to Council showing the progress and financial results of the new food redistribution entity and the progress it is making to stabilize the organization over the period of the three-year commitment.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
<b>Results</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>1</b>

**Carried**

### 7.12 Yates Avenue – PUC (Transmission) LP

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

Acting Mayor A. Caputo assumed the Chair.

The report of the Director of Economic Development and the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Director of Economic Development and the Assistant City Solicitor/Senior Litigation Counsel dated September 18, 2023 concerning Yates Avenue – PUC

## September 18, 2023 Council Minutes

(Transmission) LP be received and that the City owned property described as being Part of Section 34 Korah, Part PIN 31609-0043, specifically the 13.15 acre parcel marked on Schedule "A" to this report be declared surplus to the City's needs and the disposition of the said property in accordance with the City's policy for the disposition of land to PUC (Transmission) LP for the amount of \$1,052,000 be approved.

Further, that the costs for the survey to be completed by the City once the Buyer waives the financing condition in the Agreement of Purchase and Sale.

The relevant By-law 2023-159 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

	For	Against	Conflict	Absent
Mayor M. Shoemaker			X	
Councillor S.	X			
Hollingsworth				
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau- Allen				X
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
<b>Results</b>	<b>8</b>	<b>0</b>	<b>1</b>	<b>2</b>

**Carried**

Mayor Shoemaker resumed the Chair.

### **7.14 City of Sault Ste. Marie Film Policy**

The report of the Film, TV and Digital Media Coordinator was received by Council.

### **7.15 Queen Street Improvements – Phase 1 Engineering**

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

## **8. Reports of City Departments, Boards and Committees**

- 8.1 Administration**
- 8.2 Corporate Services**
- 8.3 Community Development and Enterprise Services**
- 8.4 Public Works and Engineering Services**
- 8.5 Fire Services**
- 8.6 Legal**
- 8.7 Planning**
- 8.8 Boards and Committees**
- 9. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council**
- 9.1 Graffiti Committee**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Spina

Whereas in November of 2013 then Councillors Myers and Butland presented a motion to create a committee addressing the incidents of nuisance tagging; and

Whereas this committee evolved into the Community Committee on Graffiti; and

Whereas multiple community organizations contributed, including Art Gallery of Algoma, Downtown Association, Arts Council of Sault Ste Marie, NORDIK Institute, Algoma University, Police Services, PUC, and others; and

Whereas the Graffiti Reframed Project was led and created due to outcomes of this committee; and

Whereas NORDIK published the Graffiti Reframed research paper in 2015; and

Whereas the City and community partners have invested in multiple public art projects; and

Whereas nuisance tagging is on the rise, most notably defacing public art installations; and

Whereas further education, outreach and advocacy needs to happen;

Now Therefore Be It Resolved that the Community Committee on Graffiti be revitalized and staff develop a Terms of Reference and Committee Structure.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
<b>Results</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>1</b>
				<b>Carried</b>

## 9.2 Accessible Baseball Fields in Sault Ste. Marie

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Whereas Sault Ste. Marie teams took 3 major provincial baseball titles on the weekend of September 1-3, including the 9U BlackSox, the 11U Black Sox and the 13U BlackSox; and

Whereas Sault Ste. Marie played host to the 9U and 11U provincial championships, and saw teams from across Ontario converge at Sinclair Yards for the tournament; and

Whereas on the heels of the tournament's success, and the success of the Sault Ste. Marie teams, organizers believe the future of baseball is bright in Sault Ste. Marie; and

Whereas feedback from the tournament has been largely positive, with constructive feedback centred on the need for accessible fields, washrooms, parking spaces and associated amenities on site; and

Whereas Challenger Baseball is a barrier-free form of baseball that has 33,000 participants, and growing, across Ontario; and

## September 18, 2023 Council Minutes

Whereas for the City of Sault Ste. Marie to host Challenger Baseball tournaments, or simply to enhance the experience of existing tournaments that are already being hosted in Sault Ste. Marie, more accessible amenities should be incorporated into Sinclair Yards;

Now Therefore Be It Resolved that the City of Sault Ste. Marie, in partnership or coordination with Sault Minor Baseball Association and the Ontario Baseball Association, be directed to report back to the Council of the City of Sault Ste. Marie with potential accessibility improvements to the Sinclair Yards and funding options or grants available to make the necessary improvements.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
<b>Results</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>1</b>
				<b>Carried</b>

- 10. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**
- 11. Adoption of Report of the Committee of the Whole**
- 12. Consideration and Passing of By-laws**

Moved by: Councillor C. Gardi  
Seconded by: Councillor L. Dufour

Resolved that all By-laws under item 12 of the Agenda under date September 18, 2023 save and except By-laws 2023-149, 2023-159 and 2023-160 be approved.

Carried

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

**12.1.1 By-law 2023-134 (Agreement) Sault Ste. Marie and District Society for Prevention of Cruelty to Animals (SPCA) Amending Lease**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2023-134 being a by-law to authorize the execution of the Amending Lease Agreement between the City and Sault Ste. Marie and District Society for Prevention of Cruelty to Animals ("SPCA") to support the extension of the land lease agreement be passed in open Council this 18th day of September, 2023.

Carried

**12.1.2 By-law 2023-135 (Agreement) Sault Ste. Marie and District Society for Prevention of Cruelty to Animals (SPCA) Amending Service Agreement**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2023-135 being a by-law to authorize the execution of the Amending Services Agreement between the City and Sault Ste. Marie and District Society for Prevention of Cruelty to Animals ("SPCA") to provide information supporting the extension of the purchased services contract be passed in open Council this 18th day of September, 2023.

Carried

**12.1.3 By-law 2023-136 (Agreement) 1972703 Ontario Inc. (Sheila Purvis) Beavertails Franchise Agreement**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-Law 2023-136 being a by-law to authorize the execution of the Franchise Agreement between the City, Queues De Castor/BeaverTails Canada Inc. and 1972703 Ontario Inc. (Sheila Purvis) to operate the Beavertails franchised business located at Roberta Bondar Park, 65 Foster Drive, be passed in open Council this 18th day of September, 2023.

Carried

**12.1.4 By-law 2023-141 (Agreement) BeaverTails Lease 1972703 Ontario Inc. (Sheila Purvis)**

## September 18, 2023 Council Minutes

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-Law 2023-141 being a by-law to authorize the execution of the Agreement between the City and 1972703 Ontario Inc. (Sheila Purvis) to lease and operate the BeaverTails restaurant/lounge/retail space at Roberta Bondar Park and to repeal By-law 2019-86 be passed in open Council this 18th day of September, 2023.

Carried

### **12.1.5 By-law 2023-147 (Zoning) 534 Third Line East (Reghold Corporation/Rejean Bernard)**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-Law 2023-147 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 534 Third Line East (Reghold Corporation/Rejean Bernard) be passed in open Council this 18th day of September, 2023.

Carried

### **12.1.6 By-law 2023-148 (Development Control) 534 Third Line East (Reghold Corporation/Rejean Bernard)**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-Law 2023-148 being a by-law to designate the lands located at 534 Third Line East an area of site plan control (Reghold Corporation/Rejean Bernard) be passed in open Council this 18th day of September, 2023.

Carried

### **12.1.8 By-law 2023-150 (Subdivision Control) Deeming for 724 Bonney Street and Abutting Lane (Surplus Property for Habitat for Humanity)**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2023-150 being a by-law to deem not registered for purposes of subdivision control certain lots and lane in the Bayview Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 18th day of September, 2023.

Carried

### **12.1.9 By-law 2023-151 (Taxation Exemption) Mill Market Sault Ste. Marie**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2023-151 being a by-law to provide for the taxation exemption for the Mill Market Sault Ste. Marie at 73 Brock Street as a Municipal Capital Facility be passed in open Council this 18th day of September, 2023.

Carried

**12.1.10 By-law 2023-152 (Agreement) AECOM Canada Ltd., London ON, UV Upgrade East End Water Pollution Control Plant**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2023-152 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd., London ON for Professional Services for the UV Upgrade East End Water Pollution Control be passed in open Council this 18th day of September, 2023.

Carried

**12.1.11 By-law 2023-153 (Property Sale) Housekeeping Repeal By-Law 2022-121 Part of 15 Creery Aveue**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2023-153 being a by-law to repeal By-law 2022-121 a by-law to authorize the sale of surplus property being part of civic 15 Creery Avenue legally described as PT PCL 9182 SEC AWS; BLK A PL M381 ST. MARY'S; S/T LT109849; SAULT STE. MARIE, part PIN 31523-0147 to Chris Briel be passed in open Council this 18th day of September, 2023.

Carried

**12.1.12 By-law 2023-154 (Film, Television and Digital Media Guidelines) Adopt Film Television Digital Media Guidelines**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-Law 2023-154 being a by-law to adopt the Film, Television and Digital Media Guidelines be passed in open Council this 18th day of September, 2023.

Carried

**12.1.13 By-law 2023-155 (Delegation to Deputy CAO of CDES) Authority to Revoke Noise and Road Cuts By-law exemption for Film Productions**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2023-155 being a by-law to delegate to the Deputy CAO of Community Development and Enterprise Service, or his/her designate, the authority to revoke a Noise By-Law exemption or Road Cuts By-Law Exemption for Film Productions be passed in open Council this 18th day of September, 2023.

Carried

**12.1.14 By-law 2023-156 (Noise) Amend Noise By-law 80-200 for Film Production**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-Law 2023-156 being a by-law to amend Noise By-law 80-200 be passed in open Council this 18th day of September, 2023.

Carried

**12.1.15 By-law 2023-157 (Road Cuts) Amend Road Cuts By-law 2020-70 for Film Production**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-Law 2023-157 being a by-law to amend Road Cuts By-law 2020-70 be passed in open Council this 18th day of September, 2023.

Carried

**12.1.16 By-law 2023-158 (Property Sale) Surplus Property Portion of Yates Avenue (Great Lakes Fishery Commission)**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2023-158 being a by-law to declare the City owned property described as a portion of Yates Avenue, being Part of Section 34 Korah, subject to an easement as in LT89277, specifically the 4.69 and two (2) acre parcels combining for a total 6.69 acre parcel and more particularly described on Schedule "A" attached as surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land to Great Lakes Fishery Commission or as otherwise directed be passed in open Council this 18th day of September, 2023.

Carried

**12.1.7 By-law 2023-149 (Zoning) 207 Old Garden River Road (Daniel Fremlin Holdings Inc.)**

## September 18, 2023 Council Minutes

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

Councillor S. Hollingsworth declared a conflict on this item. (Proponent is a family member.)

Acting Mayor A. Caputo assumed the Chair.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-Law 2023-149 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 207 Old Garden River Road (Daniel Fremlin Holdings Inc.) be passed in open Council this 18th day of September, 2023.

	For	Against	Conflict	Absent
Mayor M. Shoemaker			X	
Councillor S. Hollingsworth			X	
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
<b>Results</b>	<b>8</b>	<b>0</b>	<b>2</b>	<b>1</b>
				<b>Carried</b>

Mayor Shoemaker resumed the Chair.

### 12.1.17 By-law 2023-159 (Property Sale) Surplus Property Portion of Yates Avenue

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

Acting Mayor A. Caputo assumed the Chair.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

## September 18, 2023 Council Minutes

Resolved that By-Law 2023-159 being a by-law to declare the City owned property described as a portion of Yates Avenue, being Part of Section 34 Korah, being Part PIN 31609-0043, specifically the 13.15 acre parcel and more particularly described on Schedule "A" attached as surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land to PUC (Transmission) LP by its General Partner PUC (Transmission) GP Inc. or as otherwise directed be passed in open Council this 18th day of September, 2023.

	For	Against	Conflict	Absent
Mayor M. Shoemaker			X	
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
<b>Results</b>	<b>9</b>	<b>0</b>	<b>1</b>	<b>1</b>

**Carried**

Mayor Shoemaker resumed the Chair.

### **12.1.18 By-law 2023-160 (Engineering) AECOM Queen Street Improvements – Phase 1**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2023-160 being a by-law to authorize the execution of the Engineering Agreement between the City and AECOM for the design and contract administration for the

September 18, 2023 Council Minutes

Queen Street Improvements between Bruce Street and East Street which are planned for 2024  
be passed in open Council this 18th day of September, 2023.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau- Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach		X		
Councillor C. Gardi	X			
Councillor M. Scott				X
<b>Results</b>	<b>9</b>	<b>1</b>	<b>0</b>	<b>1</b>
				<b>Carried</b>

- 12.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 12.3 By-laws before Council for THIRD reading which do not require more than a simple majority**
- 13. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**
- 14. Closed Session**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council move into closed session to discuss one item concerning the security of property; two items concerning the disposition of land; one item concerning labour relations; and one item regarding solicitor-client privilege;

## September 18, 2023 Council Minutes

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 R.S.O. 2002 – section 239 2 (a) security of property of the municipality; 239 2 (c) a proposed or pending acquisition or disposition of land; 239 2 (d) labour relations or employee negotiations; 239 2 (f) advice that is subject to solicitor-client privilege*

**Carried**

### **15. Adjournment**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that this Council now adjourn.

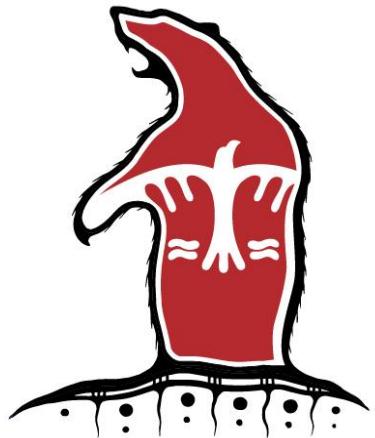
**Carried**

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Mayor

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City Clerk



# Makwa

• • WAAKAA'IGAN • •

Request for  
CDF Economic  
Development  
Program Support

Oct 10, 2023

# Project Overview

## Makwa Waakaa'igan: A Centre of Cross-Cultural Excellence

- \$43M Board approved - First major initiative under SSM Campus Master Plan
- Creating a centre for excellence for the country
- Welcoming and inclusive place for cross-cultural understanding, teaching, learning, healing, and reconciliation
- Expansion of NOSMU presence in SSM and Algoma





# 1<sup>ST</sup> And 2<sup>ND</sup> Floor Layout

- SRSC Archives
- Community Gathering & Learning Spaces
- Ceremonial Spaces
- Outdoor Event Space



# Special Partnership - NOSM University

## Mental Health and Addictions Research and Training Institute

- An academic teaching, research, and training facility designed to find effective solutions to address growing mental health and wellness challenges
- Responds to the urgent needs in Northern Ontario\*
  - Hospitalization for mental illness/addictions in the Algoma District over 200% higher than other parts of Ontario
  - Opioid-related deaths more than double the provincial rate (9.7 deaths per 100,000 people)
- Feasibility study completed in partnership with:

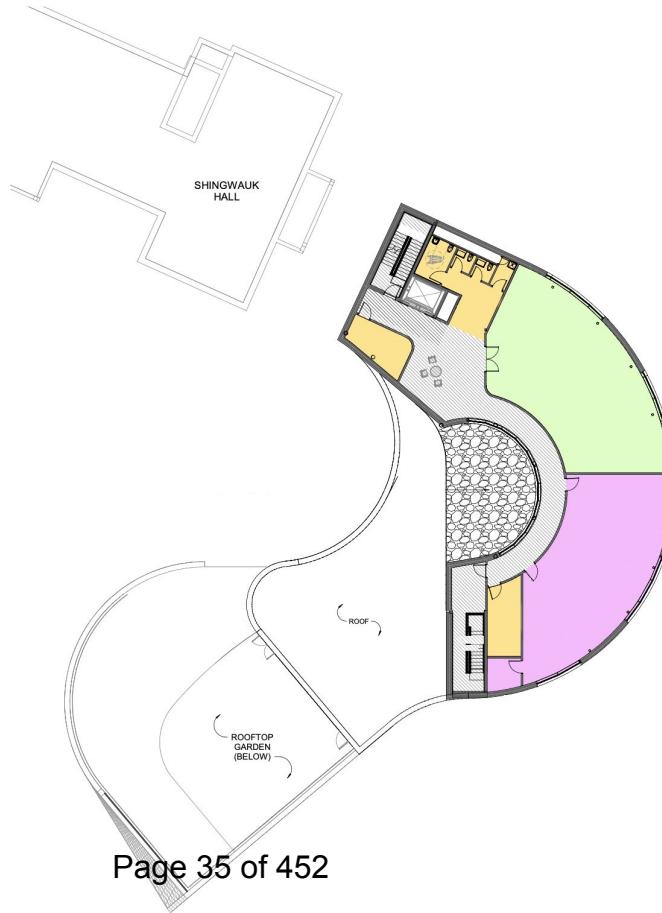


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# 3<sup>rd</sup> Floor Layout

- NOSM University
- Ontario Mental Health and Addictions Research and Training Institute (OMHARTI)



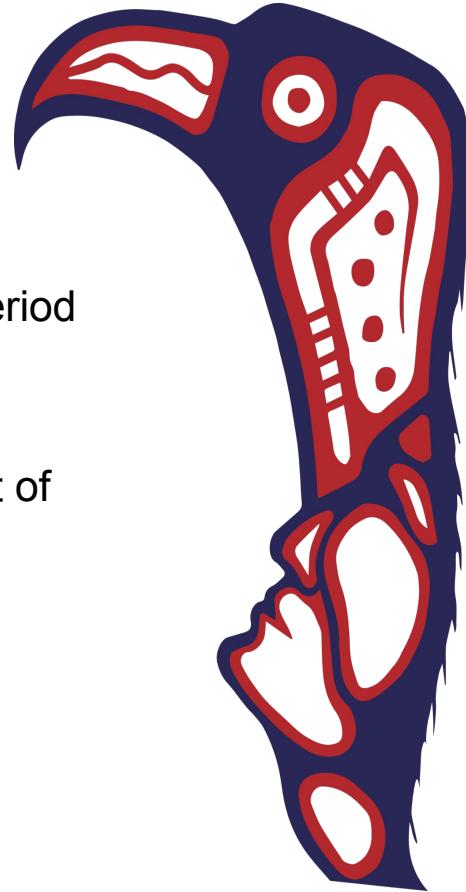
# Shared Wampum Between Algoma University and Shingwauk Kinoomaage Gamig



# Impacts

## Projections:

- **\$54.3 million** = Present value economic benefit, 10-yr period (FY2023 to 2033)
- **\$7.98 million** = Projected annual income (the equivalent of supporting **147 jobs**)
- **11+ positions** = New full time jobs created
- **35, 000** = Projected annual visitors

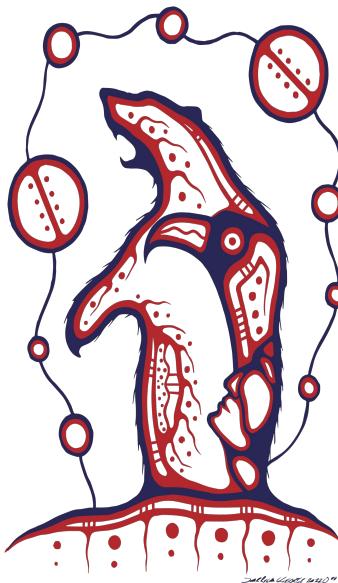


# Project Milestones

- Algoma University is deeply and fully committed to providing space and support for the Indigenous-led site search at the Sault Ste. Marie campus
- All project **timelines are considered draft** and subject to change until such time as the area is cleared by the site search team and we have a go-ahead to proceed

Anticipated Project Milestones	Start	End
1. Project Initiation	2023-03-24	2023-05-30
2. Procurements	2022-09-19	2025-07-17
3. Design	2022-09-27	2023-06-16
4. Construction Documents	2023-06-19	2024-03-01
5. Site Plan Approval Process	2023-07-21	2024-03-15
6. Permitting	2024-01-11	2024-03-15
7. Construction	2024-07-23	2026-05-22
8. Furniture Fixtures & Equipment	2023-04-24	2026-06-05
9. Move Management	2025-10-25	2026-07-03

# Project Funding



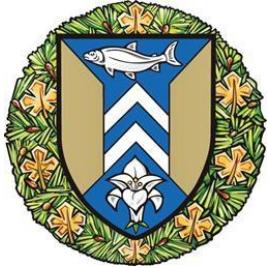
<b>Secured</b>	<b>Amount</b>
Algoma University	\$19,702,938
Investing in Canada Infrastructure Program (ICIP)	\$13,000,000
<b>Total</b>	<b>\$32,702,938</b>
<b>Anticipated</b>	<b>Amount</b>
City of Sault Ste. Marie, CDF Funding	\$600,000
Other External Funding (final approval stages)	\$10,000,000
Pending	<b>\$10,600,000</b>
<b>Project Total</b>	<b>\$43,302,938</b>

# Supporting 40+ Years Of Work By The Survivor Community





Algoma  
UNIVERSITY



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

### COUNCIL REPORT

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Matthew Shoemaker  
DEPARTMENT: Mayor and Council  
RE: CAO Selection Committee – Update, October 2023

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#### Purpose

To advise Council of the status of the CAO Selection Committee recruitment process.

#### Background

CAO Malcolm White announced his intention to retire in May 2023, with an anticipated retirement date of January 31, 2024.

In June 2023, Council appointed a CAO Selection Committee comprising of Mayor Shoemaker and Councillors Caputo and Bruni.

On August 28, 2023, Council approved the hiring of Feldman Daxon as the Search Consultant to assist with the human resource specialization needed to advertise for, recruit and onboard a new CAO.

#### Analysis

Feldman Daxon interviewed each member of Council to seek input into the qualifications expected of the next CAO. In addition to the input sought from Council, surveys were circulated to community stakeholders to gather additional feedback on the qualifications expected of the next CAO. The information was compiled by Feldman Daxon, who then drafted the job posting, which can be found as Appendix A to this report.

The job posting is expected to be posted on various professional association websites and publications, including Municipal World, LinkedIn, the City of Sault Ste. Marie's website, and many more. Feldman Daxon will also be directly circulating the posting to candidates who they believe would meet the skill-set set out in the job posting. The posting will "go live" on Wednesday October 11, 2023, with an application deadline of November 8, 2023.

CAO Selection Committee Update  
October 10, 2023  
Page 2.

**Financial Implications**

The marketing of the job through the various professional association websites and publications is included in Feldman Daxon's fee of \$33,000 + HST.

**Strategic Plan / Policy Impact / Climate Impact**

The Chief Administrative Officer is responsible for implementing the Strategic Plan. That decision on the next CAO will impact the corporation for the balance of this Council term and beyond.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of Mayor Shoemaker dated October 10, 2023 concerning CAO Selection Committee Update be received as information.

Respectfully submitted,

Matthew Shoemaker Mayor  
705.759-5344  
[mayor.shoemaker@cityssm.on.ca](mailto:mayor.shoemaker@cityssm.on.ca)

## **Chief Administrative Officer (CAO)**

### **City of Sault Ste. Marie | Ontario**

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

Be part of a municipality that has been North America's meeting place since time immemorial. Situated in the heart of the upper Great Lakes, Sault Ste. Marie is the historic meeting place of Indigenous communities from far afield. Historically known as Bawaating, it is situated in the traditional territory of the Anishinaabe people and continues to be a vital link between east, west, north and south. Located on the shores of both Lake Superior and Lake Huron, bordering the United States, with great highway links and short flights to major Canadian and American cities, Sault Ste. Marie is Ontario's "Adventure Town," a vibrant, tightly knit, friendly community of 75,000 close to rugged Great Lakes coastlines, ancient Canadian Shield mountains, countless rivers and lakes, pristine beaches, and exceptionally snowy winters. Sault Ste. Marie provides an adventurous and exciting lifestyle with access to world-class mountain biking, hiking, fishing, sports, food, arts and culture, and entertainment, with reasonable housing costs and the shortest commute possible. For more information see [www.saulttourism.com](http://www.saulttourism.com).

#### **ABOUT THE ROLE**

Reporting to a City Council consisting of the Mayor and 10 Councillors, the CAO will provide strategic advice and support, implementing Council's direction efficiently, and recognizing their priorities, strategic plan, and legislative requirements. The CAO will provide energetic, creative leadership to nine department heads, over 600 full-time employees under five collective agreements, with a \$200+ Million operating budget. For more information on the City's governance, departments, services, initiatives, and strategic plans, see [www.saultstemarie.ca](http://www.saultstemarie.ca).

#### **KNOWLEDGE, QUALIFICATIONS, SKILLS, AND ABILITIES**

- University degree in business or public administration or the equivalent with 10+ years experience in senior leadership with a large multi-service broader public sector organization. An MBA or MPA would be an asset.
- Dynamic, decisive, accomplished, transparent, strategic leadership style with the ability to inspire and motivate teams, communicate effectively, and build positive, mutually beneficial relationships with the Mayor, Council, leadership team, staff, community and business leaders, postsecondary institutions, healthcare organizations, social services agencies, Indigenous leaders, and provincial and federal government ministries.
- Sensitivity to and understanding of current social and housing obstacles facing municipalities, to facilitate community partnerships, access funding and find sustainable solutions to social, affordable housing, homelessness, mental health, community safety and downtown development issues and challenges.

- Collaborative, energetic, engaging style with a “big picture” approach and a track record of formulating a vision and working with Councils/Boards to successfully manage positive change and achieve results in a complex, multi-service organization.
- Confident, innovative, entrepreneurial, results-oriented, experienced in leading initiatives, and exploring innovative solutions. Able to take risks when there are significant potential rewards to the community.
- Track record of structuring effective leadership teams, breaking down silos to deliver cost-effective programs and services and attract, reward, develop, inspire, and retain employees.
- Political acuity and social-media savvy, with an understanding of provincial and federal government policies and trends that affect Ontario municipalities. The ability to initiate relationships and influence decision-making to benefit the City of Sault Ste. Marie and its community partners and stakeholders.
- An understanding of the economy, geography and culture of Northern Ontario would be an asset, as well as an attraction to Sault Ste Marie’s unique lifestyle advantages, a passion for community engagement and an interest in becoming an active, involved community leader.
- Strong financial/business management, analytical, creative problem solving and decision-making skills – a willingness to step outside the box and work with energy on new ideas, navigate obstacles and work with limited resources to achieve results.
- Exceptional communication, networking, and presentation skills, able to relate to any audience and use strengths in negotiation, persuasion, and conflict resolution to advance Council’s direction and facilitate Sault Ste. Marie’s growth and progress. A progressive advocate for equity, diversity, and inclusion.

## HOW TO APPLY

To express interest in this exciting opportunity, email your cover letter and resume by November 8, 2023, to:

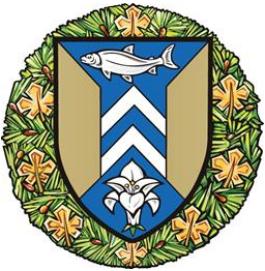
Patrick Rowan, Partner, Feldman Daxon Partners

Tel: 416-515-3302 | Email: [prowan@feldmandaxon.com](mailto:prowan@feldmandaxon.com)

Personal information is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act* and is used to determine eligibility for potential employment.

## DIVERSITY AND ACCOMMODATION

The City of Sault Ste Marie offers diverse, challenging work while maintaining a healthy, safe, and productive work environment for its employees. They value diversity in their workforce and focus on attracting and retaining employees who can work together effectively to meet the needs of their community. We are pleased to accommodate individual needs in accordance with the *Accessibility for Ontarians with Disabilities Act* (AODA), within our recruitment process. If you require accommodation at any time throughout the recruitment process, please contact us.



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

### COUNCIL REPORT

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Luke Dufour – Ward 2 City Councillor and AMO Large Urban Caucus Director  
RE: AMO Advocacy

---

#### **Purpose**

The purpose of this report is to update Council on the advocacy of the AMO Board to the Provincial and Federal governments.

#### **Background**

The Association of Municipalities of Ontario (AMO) represents the interests of Ontario's 444 municipalities, and exists to coordinate and advance municipal advocacy, share information, and otherwise support strong and effective municipal government across Ontario. AMO's Board of Directors meets five times per year. AMO's Executive Committee meets monthly, and also holds regular meetings directly with Provincial cabinet ministers through the AMO-Provincial Memorandum of Understanding table.

#### **Analysis**

The AMO Board met on September 28 and 29, 2023 to discuss and approve advocacy strategies on several key municipal issues.

##### *Canada-Community Building Fund*

The Canada-Community Building Fund is one of the largest Federal transfers directly to municipal governments. Ontario's allocation (save for the City of Toronto) flows through AMO to its 444 municipalities. The transfer agreement that governs the use of these funds has a 10-year term. A new agreement is currently being negotiated and is expected in Spring of 2024. It is anticipated that the new agreement will contain elements that tie funding to actions taken to increase the supply of housing.

##### *Health and Human Services*

Over the next calendar year, leading into the 2025 Provincial budget cycle, AMO will be undertaking an extensive advocacy campaign aimed at a new fiscal arrangement for Ontario's cities. Current AMO estimates show that at least 30% of municipal property tax revenues go to health and human services costs that are constitutionally tied to Provincial or Federal tiers of government. Property taxes are

the only class of taxes not tied directly to inflation. The growth of municipal budgets cannot be correlated to growth patterns of development. AMO does not support any new municipal sales taxes, but rather a reallocation of services or a commensurate transfer of funds to pay for the health and human services required by municipalities.

#### *Housing Affordability Task Force*

AMO has issued an advisory letter to help Mayors and Councils respond to Minister Calandra's latest letter on the recommendations of the Provincial Housing Affordability Task Force. This letter is the subject of a staff report elsewhere on this meeting's Agenda.

#### *Housing Accelerator Task Force*

City of London staff and Council have reported that one reason for their early success in receiving federal Housing Accelerator Funding was the passage of a new 'as-of-right' zoning amendment to allow for up to 4 units. City of SSM currently has an outstanding resolution on this issue.

#### *Homelessness*

AMO is currently undertaking a study that seeks to account for the true financial cost of homelessness to Ontario's municipalities. Homelessness tends to affect the most vulnerable members of society who have acute mental health and addictions issues. This makes gathering qualitative data on their population difficult, as individuals tend not to consent to surveys or record-keeping.

#### *Encampment Strategy*

The AMO Board deferred a decision on recommending an encampment strategy to municipalities until the conclusion of an upcoming Provincial court decision in Kingston. The majority of municipalities represented at AMO interpret the recent Region of Waterloo ruling to be tied to be specific to that Region and not precedent-setting. The upcoming Kingston injunction will provide greater legal clarity on when and how a municipality can be granted an injunction against an encampment on municipal property.

#### **Financial Implications**

No current levy implications.

#### **Strategic Plan / Policy Impact / Climate Impact**

The CCBF and new fiscal deal for municipalities is aimed at giving cities the tools they need to mitigate the impacts of climate change. The advocacy of AMO affects all 4 main pillars of our Strategic Plan: Infrastructure, Service Delivery, Community Development and Quality of Life

#### **Recommendation**

It is therefore recommended that Council take the following action:

AMO Advocacy

October 10, 2023

Page 3.

Resolved that the report of Councillor L. Dufour dated October 10, 2023 concerning AMO Advocacy by received as information.

Respectfully submitted,

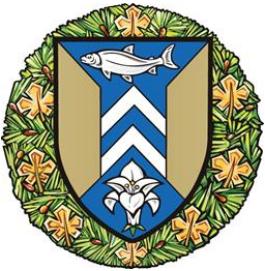
Luke Dufour

Councillor Ward 2 and Large

Urban Caucus Director AMO

705.941.0414

[l.dufour@cityssm.on.ca](mailto:l.dufour@cityssm.on.ca)



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

### COUNCIL REPORT

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Rachel Tyczinski, City Clerk  
DEPARTMENT: Corporate Services  
RE: 2024 Council Meeting Schedule

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#### **Purpose**

The purpose of this report is to obtain Council approval of the 2024 Council meeting schedule.

#### **Background**

Not applicable.

#### **Analysis**

The proposed Council meeting schedule provides for the pattern of meeting dates as set out in the procedure by-law (approximate three week intervals). The schedule takes into account public holidays in 2024, March break and the AMO conference dates (August 18 – 21, 2024).

#### **Financial Implications**

There is no financial impact.

#### **Strategic Plan / Policy Impact / Climate Impact**

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

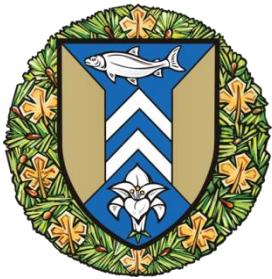
#### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated October 10, 2023 concerning 2024 Council meeting schedule be received and that the proposed schedule be approved.

Respectfully submitted,

Rachel Tyczinski  
City Clerk  
705.759.5391  
[r.tyczinski@cityssm.on.ca](mailto:r.tyczinski@cityssm.on.ca)

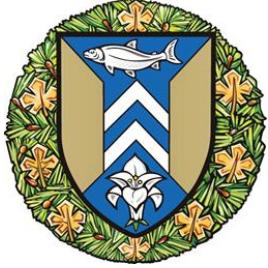


**The Corporation of the City of Sault Ste. Marie**  
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6  
[saultstemarie.ca](http://saultstemarie.ca) | 705.759.2500 | [info@cityssm.on.ca](mailto:info@cityssm.on.ca)

**2024 City  
Council Meeting Schedule**

**Date**

January 8	5 p.m.
January 29	5 p.m.
February 20 (Tuesday)	5 p.m.
March 18	5 p.m.
April 8	5 p.m.
April 29 (Joint meeting with Sault Ste. Marie, Michigan)	5 p.m.
May 13	5 p.m.
June 3	5 p.m.
June 24	5 p.m.
July 15	5 p.m.
August 12	5 p.m.
September 9	5 p.m.
October 1 (Tuesday)	5 p.m.
October 21	5 p.m.,
November 12 (Tuesday)	5 p.m.
December 2	5 p.m.
December 9 (Budget)	5 p.m.
December 10 if necessary	5 p.m.



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

### C O U N C I L   R E P O R T

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Madison Zuppa, Deputy City Clerk  
DEPARTMENT: Corporate Services  
RE: Short-Term Rental Licensing Update

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#### **Purpose**

The purpose of this report is to provide Council with an update on short-term rental licensing and approve recommended changes.

#### **Background**

On September 20, 2022 Council approved By-law 2022-178 to licence, regulate and govern short-term rentals.

On July 10, 2023 the following resolution was passed by Council:

*Whereas the current short term rental by-law passed on September 20, 2022; and*

*Whereas the short term rental market is vital to the health of the city by offering transitional housing for new residents, international students, contract workers and tourists;*

*Now Therefore Be It Resolved that staff be requested to provide Council with an update regarding licensing of short term rentals including: rental of rooms in private homes vs. rental of complete properties, insurance implications and any recommendations which might streamline the licensing process.*

As of September 25, 2023 16 properties have received a short-term rental licence. Thirteen of the licences are for entire dwellings and 3 are for private rooms. An additional 19 entire dwellings have applied for a licence and are at various stages of the process. A number of factors have delayed the issuance of some licences, including: missing information, outstanding building permits, or inadequate insurance.

## Short-Term Rental Licensing Update

October 10, 2023

Page 2.

There has been a steady increase in the total number of active short-term rental listings over time. In March 2017 there were 17 active short-term rental listings; 66 in February of 2020, and 158 as of September 2023.<sup>1</sup>

Of these listings 112 are for entire dwellings (71% of total listings) and 46 are for private rooms (29% of listings). 44 listings are apartments; and 114 are houses.<sup>2</sup>

### Analysis

A public information session was held on September 5, 2023 with 40 registered participants. City staff from various divisions were available to answer questions. Most concerns were related to enforcement and insurance. The City's Building Division has been pursuing complaints related to unlicensed short-term rentals as they have been received. The complaint process remains consistent with the current practice for other by-law infractions.

Enforcement of non-licensed short-term rentals is somewhat hampered as short-term rental platforms do not identify specific addresses. Going forward, staff intend to use a third-party service to obtain addresses of short-term rental properties in Sault Ste. Marie to aid in enforcement of the by-law. Staff anticipate moving to a proactive enforcement program early in 2024.

Staff recommend the following by-law amendments:

- Require short-term rental hosts to include their municipal licence or licence number in any and all advertising. This will allow renters and enforcement staff to easily identify licensed properties.
- Change the words "commercial liability" insurance to "appropriate" insurance. This will allow more flexibility for owners to work with their insurance providers to satisfy the requirements of the City. This includes \$2 million liability; adding short-term rental as a property use; and having the City named as an additional insured for commercial properties. This keeps the burden of risk closest to the parties most likely to create the loss.

Building Division staff have completed inspections of short-term rental properties and found some with outstanding building permits or the creation of additional dwelling units without the benefit of a building permit. No licences will be issued until these matters are resolved.

Fire Services has advised that several of the properties inspected did not have working smoke or carbon monoxide alarms. This reinforces the requirement for these inspections to create greater community safety.

The Finance Department has advised of an additional collection effort in 2024 to register short-term rental providers. The Treasurer has delegated authority under

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<sup>1</sup> Based on data provided by AirDNA.

<sup>2</sup> Ibid.

## Short-Term Rental Licensing Update

October 10, 2023

Page 3.

the Municipal Accommodation Tax (MAT) By-law 2018-218 to administer and collect the MAT. The by-law is enforced by a municipal By-law Enforcement Officer. Short-term rental properties that have not been licensed and are therefore not registered for the MAT may be charged under the MAT by-law. The information received from the aforementioned third-party service provider (specific addresses of short-term rental listings) will be utilized in 2024 at a cost of approximately \$15,000, which has been added to the City's MAT collection costs. The additional revenue will offset the cost of the service.

The Planning Division advises that the number of short-term rentals in Sault Ste. Marie represents a small portion of the 34,000 dwellings, and has negligible impacts upon the overall housing supply.

The Tourism Division has confirmed that there is 80-90% hotel room occupancy for the fall tour train season.

### **Financial Implications**

Municipal Accommodation Tax (MAT) is collected at 4% monthly from short-term rental properties. A total of \$5,622 has been collected from January to July 2023. It is estimated that approximately \$47,139 could have been collected if all current listings were licensed.<sup>3</sup>

Administration of the short-term rental program has been more cumbersome than anticipated; however, it has been accommodated within existing staff complement to date. The Building Division is submitting a service level request for two additional staff in the 2024 budget to assist in meeting the increased demand that will be required to enforce licensing of all short-term rentals in the City.

Staff recommend an increase to the existing licence fee. A review of municipalities licensing short-term rentals revealed that the average three-year cost for a short-term rental licence in Ontario was \$2,272; however, it is recognized there are various models for licensing. Many municipalities have "hosted" (private room) and "unhosted" (entire dwelling) fees with hosted fees being lower. Staff recommend increasing the three-year \$50 licensing fee to \$500 effective January 1, 2024. Building and fire inspection fees would be additional. Renewal time frame is recommended to remain at three years, with a renewal fee of \$500 in addition to required inspection fees.

### **Strategic Plan / Policy Impact / Climate Impact**

Under the Service Delivery focus area, the City has committed to eliminating barriers and streamlining processes.

There is no climate impact.

### **Recommendation**

It is therefore recommended that Council take the following action:

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<sup>3</sup> Based on data provided by AirDNA.

Short-Term Rental Licensing Update

October 10, 2023

Page 4.

Resolved that the report of the Deputy City Clerk dated October 10, 2023 concerning Short-Term Rental Update be received and that the Short-Term Rental By-law be amended to:

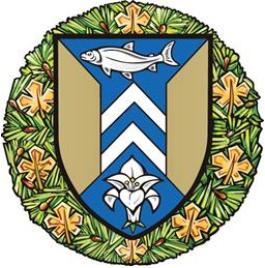
- Require hosts to include their municipal licence or licence number in all advertising;
- Change the requirement for commercial insurance to “adequate” insurance, which shall include \$2 million liability, adding short-term rental as a property use, and having the City named as an additional insured for commercial properties;

Further that the 2024 User Fee By-law include a three-year licence fee of \$500 plus inspection fees.

The relevant by-laws will appear on a future Council Agenda.

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

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Shelley J Schell CPA, CA Chief Financial Officer and  
Treasurer  
DEPARTMENT: Corporate Services  
RE: Borrowing By-law Amendments for Change in City Banker

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#### **Purpose**

The purpose of this report is to seek approval of by-law amendments required due to the change in the City's banker.

#### **Background**

On May 1, 2023 the City's new banker, The Bank of Nova Scotia ("Scotiabank") was selected and approved by Council. Staff are currently transitioning services to Scotiabank, requiring amendments to the 2023 borrowing by-laws.

#### **Analysis**

Council approves annual borrowing by-laws to assist in short term operational requirements. The City's banker, Scotiabank, provides an operating line in the amount of \$10,000,000 and a pre-approved capital credit facility in the amount of \$15,000,000.

The operating line has not been historically required. The borrowing by-law delegates the head of council or the treasurer, or both, to borrow as necessary to meet current expenditures until revenues are received. The borrowing by-law is applicable only to the current fiscal year and is updated annually. By-law 2023-166 appearing elsewhere on the agenda, is an amendment of By-law 2022-184 to change the lender name from Royal Bank of Canada to The Bank of Nova Scotia.

The capital credit facility has historically been passed annually in a capital borrowing by-law, which includes an operating line for the Public Utilities Commission ("Commission"). The current by-law authorizes the Mayor and the Treasurer to borrow up to \$15,000,000 to finance capital expenditures from the City's banker. It also authorizes the Treasurer to add the debt servicing to the taxes levied. Debt financing is always brought to Council for approval along with a forecast to service the debt and the budget impacts. In reviewing the authorization provided in the by-law, the Treasurer recommends that the current capital borrowing by-law be repealed. Any recommendation to access the Scotiabank credit facility will be brought to Council for approval.

Borrowing By-law Amendments for Change in City Banker

October 10, 2023

Page 2.

The authorization for the Commission's operating line within the capital borrowing by-law requires a housekeeping amendment. The by-law states borrowing is to be from the City's banker. The Commission's banker is no longer the same as the City's banker. Elsewhere on the agenda is a by-law to approve the existing \$6,200,000 operating line for the Commission. The Commission has confirmed the operating line with their current banker.

**Financial Implications**

There is no financial impact to amending the borrowing by-laws.

**Strategic Plan / Policy Impact / Climate Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

The relevant by-laws 2023-166 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

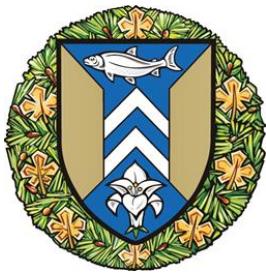
Shelley J. Schell, CPA, CA

Chief Financial

Officer/Treasurer

705.759.5355

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



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

### C O U N C I L   R E P O R T

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Shelley J Schell, CPA, CA Chief Financial Officer/Treasurer  
DEPARTMENT: Corporate Services  
RE: Tax Collection Policy Update

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#### **Purpose**

The purpose of this report is to advise Council of an update to the Tax Collection Policy and to seek approval to change the tax sale proceedings from 3 years arrears to 2 years arrears in accordance with legislative changes.

#### **Background**

The Tax Collection Policy has been in effect without change since December 10, 2007. The policy update takes into consideration changes to legislation and best practices. The changes will ensure staff have the policies and processes in place to deliver service that is fair and equitable to all taxpayers.

#### **Analysis**

The annual tax levy funds approximately 70% of the City's tax supported services, including levy and local board requirements. The Tax Collection Policy's purpose is to ensure that the municipality provides equitable and consistent treatment to all taxpayers. It also ensures that staff are in the position to manage the taxes receivable effectively and provide prompt, efficient, courteous service.

The current policy was adopted on December 10, 2007. The policy does not include sufficient detail in several administrative areas such as tax billing, ownership changes, severances and consolidations, returned items and the tax sale process. The processes for collection and the delays in registering properties in arrears were reviewed and recommendations were provided by the Finance-Tax staff. Best practices through other municipal policies were assessed and incorporated as applicable. A copy of the updated policy is appended to this report.

#### Municipal Tax Sale

In 2017 a significant change in Bill 68 Modernizing Ontario's Municipal Legislation Act, 2017 changed the timeline for the tax sale process. A tax arrears certificate

## Tax Collection Policy Update

October 10, 2023

Page 2.

can now be registered in the second year of arrears. This change has not been incorporated to date and is being recommended to proceed.

The current tax sale process does not register for tax arrears until around June in the year in which three (3) prior years plus the current year have outstanding balances, or four (4) years in taxes unpaid. After the required one year waiting period to allow for full payment, a tax sale is currently conducted in October of the following year. By this time the account is approaching 6 years of outstanding taxes and interest.

The tax sale occurs after all other collection methods have been exhausted. Staff work with taxpayers in arrears as set out in the policy with the goal to move the account out of a tax sale position and into a current arrears position. If a property has reached tax sale it is an indication that there is little hope of collection by other means.

Historically the City registers less than 40 properties on average and of those many are redeemed and paid prior to the tax sale. A notice is sent to all interested parties on title, which leads to many accounts being paid. Typically, the final tax sale results in less than 10 properties annually.

Staff are recommending that the City move to the decreased tax sale timeline for the registration of tax arrears of two prior years plus the current year for outstanding taxes, or three (3) years of taxes unpaid. Staff will also be moving the current timeline of registering a tax arrears certificate in June to earlier in the year as well as moving the tax sale date closer to the expiration of the required one year waiting period after registration.

Staff is recommending that the change be implemented effective January 1, 2025 to allow affected taxpayers time to arrange payment. Notification will be provided in early 2024 to all taxpayers in arrears who will be impacted by the change.

These changes are anticipated to address some problem collection properties that have arisen in recent years, such as vacant properties and those that historically pay only the last year to stay out of a tax sale position.

Provincial legislation does not require Council approval of this policy. The Chief Financial Officer/Treasurer is authorized to create, amend, adapt or change the policy for administrative matters, including changes in legislation. Council will be kept apprised of major changes to legislation and approval sought where applicable.

Tax Collection Policy Update

October 10, 2023

Page 3.

**Financial Implications**

The interest revenue on tax arrears is expected to decrease because of a decrease in taxes receivable. There may be associated additional costs in the first year of implementing the shortened tax sale process as there will be both two and three year arrears. At this point, the Finance Tax team are anticipating being able to manage the transition year in-house.

**Strategic Plan / Policy Impact / Climate Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer/Treasurer dated September 18, 2023 concerning the Tax Policy Update be received and that

- By-law 2007-212 Tax Collection Policies and Procedures be repealed
- Effective January 1, 2025 tax arrears certificate will be registered in the second year of arrears instead of the current or third year of arrears

Respectfully submitted,



Shelley J. Schell, CPA, CA  
Chief Financial Officer/Treasurer  
705.759.5355  
[s.schell@cityssm.on.ca](mailto:s.schell@cityssm.on.ca)



**Subject: Tax Collection Policy**

**Service Area: Finance**

**Source:**

**Date:**

---

**Purpose:**

The purpose of this policy is to ensure that the municipality provides equitable and consistent treatment to all taxpayers. Adherence to the policy will put the City in a position to manage its taxes receivable effectively and provide prompt, efficient, courteous service.

**Applications:**

This policy will provide guidance to Council and staff and provide a basis for decision-making relating to tax billing and tax collection procedures for all taxpayers in the municipality. It is designed to be implemented in accordance with the governing legislation and procedures are applied in reference to the following legislation:

- The Municipal Act, 2001
- City by-laws
- The Assessment Act
- The Bailiffs Act
- Any other legislation that may be applicable

**Definitions:**

- **Bailiff:** duly appointed agent under contract with the City to recover outstanding property taxes.
- **Bailiff Warrant:** states the amount of debt plus costs and property owners name and address. It is the document granting authority for a bailiff to act as an agent for the City in order to collect the debt.
- **MPAC:** means the Municipal Property Assessment Corporation which is responsible for determining the assessed value of all classes of assessment in the Province of Ontario. MPAC administers all phases of property assessment including appeals of assessment.
- **Penalty and Interest:** the late payment charges applied by the City for non-payment of taxes or any installment by the due date, in accordance with Section 345 of the Municipal Act, 2001.
- **Property Taxes:** the total amount of taxes for municipal and school board purposes. Includes collection on behalf of Business Improvement Area(s) and other amounts as may be added to the tax roll under applicable provincial legislation.
- **Tax Arrears:** any portion of Property Taxes that remain unpaid after the date on which the taxes are due.



- Tax Arrears Certificate: the instrument registered at the land registry office on a parcel register. The document indicates that the described property will be sold by public sale if all property taxes are not paid to the City within one year of the registration of this certificate.
- Tax Sale Registration: the process outlined in the Municipal Act, 2001, Part XI-Sale of Land for Tax Arrears where the City follows a legislated process for dealing with the sale of land for tax arrears.
- Treasurer: the individual appointed by the municipality who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by Council.

**Scope:**

The property owner is responsible for ensuring:

- The current value assessment as determined by MPAC is correct
- The mailing address is correct
- The tax levies are paid by the due dates

The Treasurer's authority is from Section 286 of the Municipal Act, 2001. The Treasurer is responsible for all financial affairs for the municipality, including collecting money payable to the municipality.

The mandate of the Taxation Division of the Finance Department is to ensure the prompt, effective and efficient collection of taxes to meet the budgetary expenditures for the fiscal year. The procedures included in the Tax Collection Policy are set out to accomplish this mandate.

**Procedures:**

**1. Billing**

The authority to levy taxes is provided in Section 312 of the Municipal Act, 2001. It requires Council to pass a by-law levying a separate tax rate on the assessment in each property class in the municipality for the purpose of raising funds to satisfy its budgetary requirements. Tax rates are determined using the returned assessment roll for the tax year provided by MPAC and the levy requirement approved by Council. By-laws are required to be passed by Council for both the Interim and Final tax billings.

The Interim Levy (Section 316, Municipal Act, 2001) is based on 50% of the previous year's levy, payable in two installments. The due dates established by the City are March 5<sup>th</sup> and May 5<sup>th</sup>.



The Final Levy (Section 343, Municipal Act, 2001) is based on the final tax rate for the year multiplied by the current value assessment less the Interim Levy. It is produced after the passing of the annual municipal budget and the annual tax policy and is based upon the tax rates established by by-law based on the budgetary requirements of the City and those of the Ministry of Education in concern with the education portion of the property tax bill. The Final Levy is payable in two installments as established by the City, due July 5<sup>th</sup> and September 5<sup>th</sup>.

Any applicable Business Improvement Area (BIA) charges and Local Improvement Charges will be included in the Final Levy.

If any of the due dates fall on a weekend or statutory holiday, the due date would be the next business day. Due dates will be specified in both the Interim and Final levy by-laws for the City.

Supplementary Tax Billings (Section 341, Municipal Act, 2001) are issued throughout the year as Supplementary and Omitted Assessment Rolls are provided to the City by MPAC. These rolls represent new assessment from the construction of new buildings or improvements made to properties that were not captured through the roll returned by MPAC. Section 33 of the Assessment Act allows for the taxation of real property that has been omitted from the roll for the current year and two preceding years. Section 34 of the Assessment Act allows for the taxation of assessment that has increased in value or has been added after the return of the last revised assessment roll for the current year only. The Supplementary and Omitted tax billings are billed at the tax rates already approved by Council for the corresponding tax year.

Tax bills issued will meet all the requirements of the provincially standardized property tax bill in accordance with Section 343(2) of the Municipal Act, 2001. Any arrears are included solely in the first instalment amount on each bill.

Tax bills must be mailed at least 21 calendar days prior to the first due date in accordance with Section 343 of the Municipal Act, 2001. Bills may be mailed earlier. Property tax bills are sent by standard letter mail to the address of the property tax account as shown on the tax roll unless the taxpayer has submitted a written request to the City requesting an alternate address. Any bill or notice sent by standard letter mail are considered delivered to and received by the addressee unless Canada Post returns the notice to sender and an error in the mailing address is evident. It is the taxpayer's responsibility to ensure the mailing address is correct on their tax account. Failure to notify the City of an address change in writing is not an error on behalf of the City.



Tax bills may be sent to the taxpayer electronically in the manner specified by the City if the taxpayer has chosen to receive the tax bill in this manner. (Section 343, Municipal Act, 2001).

A mortgage listing of roll numbers, taxes due and due dates in a standard format will be provided to each mortgage company who has provided the City with notification that they hold an interest and are responsible for tax payment for a specific property.

**Ownership Changes (Section 17(1), Assessment Act)**

The Provincial Land Registry System is the service for the legal determinant of the ownership of land. The names of the owners on the property tax account are to agree with the ownership registered at the Land Registry Office on the parcel register. The City requires the instrument (deed/transfer of land) registered at the Land Registry Office to be submitted to Finance-Taxation Division for processing. This includes removing a name from ownership, changing a name on title or adding a name to ownership for all tax accounts.

Letters submitted by a law office do not contain all the pertinent information required for ownership changes to be processed. The property owner is responsible to ensure that their tax account has the correct mailing address.

**Severances and Consolidations (Section 356, Municipal Act)**

Property owners may apply for severances of their properties under the authority of The Planning Act. If granted by the City Planning Division, the assessment values must be split between all the parcels of land. MPAC will divide the assessment information.

As severed portions of the land are often sold, the City will not recalculate the property taxes for a part year. Property taxes for the original parcel(s) of land are required to be paid in full. It is understood that the seller's and purchaser's lawyers would allocate the levies accordingly during the sale process. The allocation of levies will be shown in the "statement of adjustments" provided to the property owners by the law office completing the title transfer.

Consolidations are processed by MPAC at the written request of the property owner. Property owners should contact MPAC directly.

A severance or consolidation of a parcel identification number at the Land Registry Office does not constitute a consolidation or severance of a tax roll.



## **2. Payments**

All tax payments will be processed in accordance with Section 347(1) of the Municipal Act. The payment shall first be applied against penalties and interest owing and then to any outstanding taxes starting with the oldest amounts outstanding.

Instalment payments are due to the City by the date listed as the instalment due date. Acceptable payment methods are:

- Pre-authorized payment plans (PAP) offered by the City to taxpayers
- In person at Central Collections at the Civic Centre by cash, cheque or debit payment
- Cheques mailed to The City of Sault Ste. Marie 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6 or dropped in person at Civic Centre Drop Box located near the front steps of the Civic Centre
- By credit card using a third party credit card service, [www.paysimply.ca](http://www.paysimply.ca) or through registering for access to their online account through Virtual City Hall and making a credit card payment
- Through telephone or internet banking with a financial institution
- In person at a branch of a financial institution

When mailing a property tax payment, the taxpayer assumes the responsibility for the late payment charge if the payment is not received by the City Tax Office by the due date.

Payments from financial institutions through telephone, electronic banking or third party credit cards payments, are processed by the City on the day received. This may be three to five business days later than the day individuals make the payment. The payment date noted on the file received from the bank is accepted as the effective payment date.

Cheques issued to the municipality for payment of taxes that are returned from the bank as non-negotiable, will be subject to the City's user fees by-law with the additional charge applied to the property tax roll and payment of taxes reversed. Interest and penalty will be applied where applicable.

Cheques that are post-dated will be accepted and held by the City until the date indicated on the cheque.



Third party cheques are not accepted. A cheque payable to the property owner and the City of Sault Ste. Marie is not considered to be a third-party cheque and will be accepted as payment.

### **Pre-Authorized Payment Plan-Current Taxes**

Taxpayers whose property tax account is not in arrears are eligible to pay current taxes through a 10-month pre-authorized electronic payment plan from January to October on the 5<sup>th</sup> of each month or on the four tax installment due dates (March 5<sup>th</sup>, May 5<sup>th</sup>, July 5<sup>th</sup>, September 5<sup>th</sup>). If the 5<sup>th</sup> falls on a weekend or statutory holiday, payment will be processed on the next business day.

Pre-authorized payments for current year taxes are not subject to any late payment charges for the non-payment of taxes on the due dates.

Under the pre-authorized payment plan, all approved taxpayers agree to pay the required amount that is necessary for their tax account to be paid in full by October. Our current policy requires the property owner to pay any supplementary bills separate from the PAP program, as supplementary bills can be for multiple years and be of large dollar values.

Pre-authorized payments returned from the bank as non-negotiable, will be subject to the City's user fees by-law with the additional charge applied to the tax roll for any payment that does not clear. If two pre-authorized tax payments are not honoured in a calendar year, the plan will be terminated. A property owner can re-apply in the following year.

Taxpayers that are eligible to sign up for the pre-authorized payment plan can do so by filling out the application and submitting the application with a void cheque. Each property requires a separate application. The applications are available online on the City of Sault Ste. Marie's website and at Central Collections.

### **Pre-Authorized Payment Plan-Arrears**

Taxpayers whose property tax account is in arrears are eligible to pay taxes through automatic withdrawals of an agreed amount. This program assists in bringing property taxes up to date, but does not eliminate penalty charges.

Under the pre-authorized payment plan-arrears, the goal is to have the required amount that is necessary for their tax account to be current within a 12-month period.

### **All Pre-Authorized Plans**



Changes or removal requests must be received in writing at least 5 business days prior to the withdrawal date. Failure to remit notice within the 5 business days does not guarantee the request will be processed prior to withdrawal. Payments returned as a result will be subject to applicable fees as set out in the City's user fees by-law.

### **Penalty and Interest Charges**

The rate for penalty and interest for non-payment of taxes is set in accordance with Section 345 of the Municipal Act and by municipal by-law. The rate has been set at 1.25% per month. The penalty and interest is billed the first day of default and the first day of each month thereafter on all property tax arrears.

Failure to receive a property tax bill does not absolve the property owner from any taxes due or from penalty charges for late payment. It is the taxpayers' responsibility to notify the property tax office in writing of any mailing address changes as per Section 343 of the Municipal Act. Failure to notify the City Tax Division of a mailing address change in writing is not considered to be an error.

Penalties and interest charges are only adjusted in accordance with:

- Tax appeal adjustments made under Section 354, 357 and 358 of the Municipal Act
- Adjustments to the assessment roll made subsequent to roll close by MPAC made as a requirement of the Assessment Act
- Errors or omissions resulting in penalty and interest charges as a result of the City's error or omission or Section 334 of the Municipal Act
- Taxes adjusted in accordance with a decision of the courts or an Assessment Review Board (ARB) decision and the applicable minutes of settlement for assessment changes made under Section 40 of the Assessment Act

### **Refunds and Credit Balances**

Overpayments will be applied to subsequent instalments not due yet.

At written request for a refund of overpayment from the taxpayer, a refund cheque will be requisitioned, after allowing sufficient time (approximately 15 days) for the taxpayer cheque to clear their financial institution. The minimum refund request to be processed is \$20. Refunds will not be issued if there is a balance owing on a tax account.

Tax and assessment appeal credits will be refunded in compliance with Section 341(2) of the Municipal Act which states that the City "...shall refund any overpayment to the owner of the land as shown on the tax roll on the date the adjustment is made..." Former owners



of a property applying to the City for refunds of property taxes must obtain a written letter of authorization from the property's current owners before any funds can be released to them.

### **Returned Items**

If two cheques are returned non-negotiable, account closed, etc. personal cheques from the taxpayer will no longer be accepted unless certified. This restriction will be placed on the taxpayer for a period of one year for the first restriction and if there is future reoccurrence of two or more non-negotiable payments, cheques will no longer be accepted. An additional charge based on the City's user fee by-law will be applied to the tax roll for each occurrence.

### **Foreign Currency**

If a tax payment is tendered in U.S Funds, the payment will be accepted at the exchange rate established/published by the City on the due date.

### **3. Tax Collection**

Property taxes are a secured special lien on land in priority to any other claim except a claim by the Crown. Taxes may be recovered with costs as a debt due to the City from the original owner and/or any subsequent owner of the property.

The City will primarily use the following methods to collect Tax Arrears:

- Arrears Notices
- Telephone/email follow-up
- Payment arrangements
- Bailiff Services
- Rent Attornment
- Legal action
- Municipal Tax Sale

The ultimate resolution to clearing unpaid taxes three or more years in arrears is through a Tax Sale of the property. This authority is provided to municipalities as per Part XI of the Municipal Act, 2001, wherein it sets out the process for the Sale of Land for Tax Arrears. Prior to the commencement of Tax Sale proceedings, the following collection steps are available:

#### **Arrears Notices:**

Arrears notices are sent in March, July, and September to all taxpayers whose taxes are overdue. No statement is issued to those accounts in which the balance is \$7.50 or less.



The notice will show all amounts of taxes in arrears on the account including any penalty and interest or items added for recovery. These notices are sent to remind taxpayers of the current delinquency of taxes and to determine whether any discrepancies exist.

In January of each year, in accordance with tax legislation, a Year End Notice is sent to all taxpayers with an overdue amount greater than \$7.50 who owed taxes as of December 31<sup>st</sup> of the preceding year.

### **Payment Arrangements**

Staff may enter into payment arrangements at any time prior to the registration of a Tax Arrears Certificate.

Satisfactory payment arrangements would be a commitment to make payments on prearranged dates, enrollment in the City's preauthorized tax payment program or post-dated cheques. If acceptable payment arrangements are made, the account is monitored for compliance and follow up is done.

### **Collection Steps**

In addition to issuing year end statements and arrears notices each year, the following actions may be taken once a property owner is in arrears for two years plus current year

1. Final Notices are mailed after current year final billing to property owners two years in arrears. The notice advises that they have to pay the taxes or enter into a firm, suitable payment arrangement with the City.
2. Telephone / Email Follow Up will be attempted in addition to mailing of arrears notices. Every effort is made to try to reach an agreement that is satisfactory to both the taxpayer and the municipality. Results of this contact will be documented and noted on the property tax account for future reference.
3. Whether or not the owner has responded to the Final Notice or made payment arrangements, if the property remains in arrears, a property title search is conducted to identify all parties with a financial interest in the property. The identified parties are then notified of the Tax Arrears. The Notice to Interested Parties advises that the City intends to proceed with a Municipal Tax Sale and provides interested parties with an opportunity to pay the arrears in order to protect their interest in the property. A copy of this notice will be mailed to the property owner.
4. The City is authorized to utilize third party services as needed, including a Bailiff, to expedite collection of tax accounts which are in arrears and have received all of the previously described notices. The Bailiff will perform a site visit and advise the property owner, mortgage company, lawyer and/or interested parties of the pending registration or tax sale of the property and attempt collection. The costs



of the Bailiff service are the full responsibility of the property owner and will be added to the tax account.

5. If neither the property owner nor interested parties respond to the previous notices, or the attempts by Bailiff to collect have not been successful, and the property remains in arrears, a Notice of Impending Registration is issued as one last notification to the property owner of their outstanding balance prior to proceeding with a Municipal Tax Sale. The Notice of Impending Registration advises the property owner that they have fifteen (15) days to pay their taxes or enter into a firm, suitable payment arrangement with the City. Otherwise, the City will register a Tax Arrears Certificate against their property.
6. Municipal Tax Sale proceedings can begin once taxes have been in arrears for at least 3 years. The City will utilize other collection efforts for at least 3 years prior to initiating the tax sale process.

Once all other collection efforts are exhausted and the City has been unable to secure payment of the Tax Arrears of a firm, suitable payment arrangement, the City may commence Municipal Tax Sale proceedings by registering a Tax Arrears Certificate against the property. Once a Tax Arrears Certificate has been registered, only full payment of the Cancellation Price will be accepted. In the event of non-payment, the City will proceed with a Municipal Tax Sale.

In addition to the collection steps above, non-residential properties that fail to respond to the Final Notice can be issued to the Bailiff for collection (ie. The City issues a Tax Warrant to the Bailiff to collect the outstanding taxes). Once the Tax Warrant is issued, the property owner makes payments on the outstanding amount directly to the Bailiff.

Bailiff tax recovery actions include:

- Serving a Warrant to Distain for Taxes (Warrant) to the assessed address advising the property owner of such outstanding taxes, penalties and Interest and lawful costs of said distress
- Mailing notices to the property owner advising that a Warrant has been issued and the amount of the Warrant
- Telephone contact with the property owner(s), mortgage holder(s) and all other parties with an interest on title
- Site visits
- Attornment of Rent, directing the tenants, if applicable, to submit rent payments to the Bailiff. Attornment of Rents are then applied against the outstanding Property Taxes
- Issuing a Warrant to Seize Goods/Chattels allowing the Bailiff to physically seize and remove goods/chattels from the property and ultimately sell items seized to recover the Tax Arrears, and



- Issuing a Warrant to Distain Goods/Property. The Bailiff can register a common law lien against goods/property located in or on an owner's property

If the Bailiff is unable to collect the outstanding amount and the taxes become 3 years in arrears, the account is returned to the City to proceed with Municipal Tax Sale.

### **Municipal Tax Sale**

Tax registration should only be considered after all reasonable means of collection have been exhausted. Staff will make every effort to work with the taxpayer to make suitable arrangement prior to this step.

The City will follow the procedures as set out in Part XI of the Municipal Act, 2001 when the decision is made to implement the Tax Sale process.

Prior to commencement of the Tax Sale process, a Farm Debt Mediation Act "Notice of Intent to Realize on Security" will be sent to the registered property owner(s). This notification serves as a final notice before a Tax Arrears Certificate Registration is completed. It provides the property owner with fifteen (15) days to set up farm debt mediation if applicable. This also allows time for the property owner to pay their tax arrears in full or enter into a firm, suitable arrangement with the City. Otherwise, the City will register a Tax Arrears Certificate against the property.

Once registered, within 60 days the City will send a Notice of Registration of Tax Arrears Certificate to the property owner and all interested parties (Section 381(1) Municipal Act). There is a one (1) year redemption period after the Tax Arrears Certificate is registered on title, during which full payment of all taxes, penalties/interest and costs can be made. No partial payments are allowed and must be paid by certified funds or bank draft. If full payment is made, the City will register a Cancellation Certificate, as defined by the Municipal Act, 2001.

If requested within the redemption period, the Chief Financial Officer and Treasurer or designate may recommend Council pass a By-law authorizing they enter into an Extension Agreement as defined under Section 378 of the Municipal Act, 2001.

The Treasurer or designate has the discretion to cancel a Tax Sale pursuant to Section 382(6) of the Municipal Act, 2001 at any time up to the registration of a tax deed or notice of vesting.

From the sale proceeds, the City retains sufficient funds to clear all outstanding taxes, penalty/interest and costs (total is considered to be the "Cancellation Price"). Any



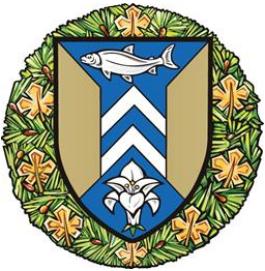
proceeds in excess of the Cancellation Price shall be paid into the Court, where any party having a claim may apply for a share of the surplus.

If there is no successful Tax Sale, staff shall prepare a report to Council suggesting further actions that may be taken, which may include registration of a notice of vesting.

#### **4. Miscellaneous**

##### **Minimum / Small Balance Write-offs**

A balance owing of less than \$7.50 dollars on an account after payment is received will automatically be written off following the last interim instalment date and at December 31<sup>st</sup> each year, as it is uneconomical for the City to pursue collection of these amounts.



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

### C O U N C I L   R E P O R T

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: RFP Deep Energy Retrofit Feasibility Studies

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#### **Purpose**

The purpose of this report is to obtain Council approval for the provision of Deep Energy Retrofit Feasibility Studies for the City's top six (6) GHG emitting facilities John Rhodes Community Centre; East End Wastewater Treatment Plant; GFL Memorial Gardens; Public Works Centre; Fire Hall 4 / RESC Centre; and Transit Administration and Garage, as required by Future SSM Division of Community Development and Enterprise Services.

#### **Background**

On November 21, 2022 City Council passed the following motion:

Resolved that the report of the Sustainability Coordinator dated November 21, 2022 concerning Deep Energy Retrofit Audit Study Funding be received and that Council approve \$50,000 from the Community Development Fund: Green Initiatives Program and that staff be authorized to proceed with preparation of an application to the Federation of Canadian Municipalities Green Municipal Fund Greenhouse Gas Reduction Pathway Feasibility Study program to seek funding for conducting six deep energy retrofit audits.

Further, on August 28, 2023 City Council passed the following motion:

Resolved that By-law 2023-143 being a by-law to authorize the Greenhouse Gas Reduction Pathway Feasibility Study initiative be passed in open Council this 28th day of August, 2023.

The request for proposal was publicly advertised and proposal document forwarded to all firms on the bidders list. Proposals were required to be submitted no later than 4:00 p.m. on August 21, 2023.

#### **Analysis**

Proposals from fifteen (15) proponents were received prior to the closing date, and are listed on the attached summary for reference.

## RFP Deep Energy Retrofit Feasibility Studies

October 10, 2023

Page 2.

The proposals received have been evaluated by a committee comprised of staff from Community Services and Future SSM Divisions of Community Development and Enterprise Services.

It is the consensus of the evaluation committee that the proponent scoring highest in the evaluation process is WalterFedy, Kitchener, ON.

### **Financial Implications**

WalterFedy proposed fees will result in a total expenditure of \$183,677 including non-rebatable HST.

Funding in the amount of \$250,000 for the Feasibility Studies has been approved, consisting of:

- \$200,000 through a grant from the Federation of Canadian Municipalities (FCM) and
- \$50,000 from the City's Community Development Fund (CDF) Green Initiative Program approved at the August 28, 2023 Council Meeting.

The proposed amount can be accommodated within the approved allocations.

### **Strategic Plan / Policy Impact / Climate Impact**

The recommendation supports the focus areas and values of the Community Strategic Plan for 2021 – 2024 in a number of ways:

- **Infrastructure:** maintaining existing infrastructure
- **Quality of life:** promoting quality of life advantages including the implementation of the Greenhouse Gas Reduction Plan.

In addition, the project aligns with the value of Environmental Stewardship within the Corporate Strategic Plan of using resources wisely to maintain and create a sustainable city for future generations.

As well, an objective of the Environmental Sustainability Committee, to encourage energy management and GHG Emissions reduction aligns with this project.

Further, the funding request project aligns with the Sault Ste. Marie Community GHG Reduction plan: 2020 – 2030, which recommends conducting deep energy retrofit audits of City facilities to develop a roadmap to net zero.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated October 10, 2023 concerning Deep Energy Retrofit Feasibility Studies as required by Community Development and Enterprise Services be received and that WalterFedy be selected for provision of the services at the proposed fee of \$180,500 plus HST.

RFP Deep Energy Retrofit Feasibility Studies

October 10, 2023

Page 3.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

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

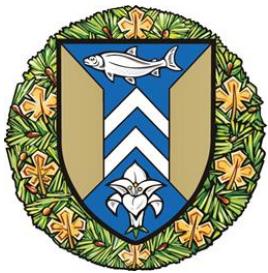
# Community Development Future SSM

**Received: August 21, 2023  
File: 2023CDE-03-P**

# **SUMMARY OF PROONENTS**

## **DEEP ENERGY RETROFIT FEASIBILITY STUDIES**

<u>Firm</u>	<u>Location</u>
Aladco Consulting Inc.	Cambridge, ON
Internat Energy Solutions Canada	Toronto, ON
N-Sci Technologies Inc.	Sault Ste. Marie, ON
Panevo Services Limited	Toronto, ON
The Power Factory	Stoney Creek, ON
WSP Canada Inc.	Kitchener, ON
Ainsworth Inc.	Toronto, ON
CBCL Limited	Halifax, NS
Enerva Energy Solutions Inc.	Toronto, ON
Green PI Inc.	Mississauga, ON
J.L. Richards & Associates Limited	Ottawa, ON
Premium Engineering Inc.	Burlington, ON
Yastremski Associates Inc.	
dba Sustainable Projects Group	Calgary, AB
TWD Technologies Ltd.	Burlington, ON
WalterFedy	Kitchener, ON



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

### C O U N C I L   R E P O R T

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: RFP Special Event Security Services – GFL Memorial  
Gardens

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#### **Purpose**

The purpose of this report is to obtain Council approval for the provision of Special Event Security Services at the GFL Memorial Gardens and to include various other Community Centres commencing November 1, 2023 for a period of three (3) years with renewal option up to two (2) additional years, as required by the Community Services Division of the Community Development and Enterprise Services.

#### **Background**

The Request for Proposal was publicly advertised and proposal document forwarded to all firms on the bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on August 9, 2023.

#### **Analysis**

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

- G Force Security Inc., Mississauga, ON
- Norpro Security and Investigations, Sault Ste. Marie, ON
- North East Regional Security Services, Sault Ste. Marie, ON
- Top Defence Security Services, Mississauga, ON

The proposals received have been evaluated by a committee comprised of staff from the Community Services Division of Community Development and Enterprise Services.

It is the consensus of the evaluation committee that the proponent scoring the highest in the evaluation process is North East Regional Security Services Inc., which presently provides these services to the City.

#### **Financial Implications**

Fixed annual pricing rates have been provided (increases only in relation to minimum wage changes if applicable).

RFP Special Event Security Services – GFL Memorial Gardens

October 10, 2023

Page 2.

The cost of this service will be funded from the various participating Community Services Department operational accounts. Sufficient funds will be budgeted annually for these charges, based on estimated hours of service required.

**Strategic Plan / Policy Impact / Climate Impact**

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

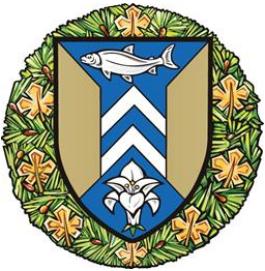
**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated October 10, 2023 concerning Special Event Security Services be received and that North East Regional Security Services be selected for provision of services commencing November 1, 2023 for a period of three (3) years with renewal option up to two (2) additional years as required by Community Development and Enterprise Services.

Respectfully submitted,

Karen Marlow  
Manager of Purchasing  
705.759.5298  
[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Window Replacement, Sault Ste. Marie Museum - CDES

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#### Purpose

The purpose of the report is to obtain Council approval for Window Replacement at the Sault Ste. Marie Museum as required by the Recreation and Culture Division of Community Development and Enterprise Services.

#### Background

The City is procuring this requirement in accordance with the agreement dated June 19, 2023 where Council passed By-law 2023-106 to authorize execution of an agreement between the City and Sault Ste. Marie 49 Field Regiment RCA Historical Society for funding for the Sault Ste. Marie Museum Capital Window Renovation Project be passed in open Council this 19th day of June, 2023.

The tender was publicly advertised and bidders notified through Construction Association Plan Room. Tenders closed at 3:00 p.m. on September 7, 2023 followed by public opening with the City Clerk in attendance.

#### Analysis

Submission from two (2) bidders were received prior to closing deadline:

Robertson Restoration  
Jobst Brothers Construction

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, MET Energy Systems and City's Manager of Recreation and Culture. The consultant's report is attached for reference.

#### Financial Implications

The tendered price submitted for Base Bid Replacing Third Floor Windows by Jobst Construction meeting specifications as recommended by the City's Consultant is \$224,630 including non-rebatable HST.

Funding in the amount of \$305,003 remains for the Museum Window Replacement Project, consisting of

- City funding from 2023 Budget deliberations Council approved allocation of \$105,000 for Museum Window Replacement, and an additional carry over of capital funds of \$103,542 to 2023.
- An additional \$96,461 Canadian Heritage Grant is available as provided through Sault Ste. Marie Museum via Canada Cultural Spaces Fund Program.

After costs of Engineering Professional fees, the value remaining for Window Replacement is \$287,805. The Tender was issued to allow additional window replacements on second floor if available funding remains.

- The tendered amount for third floor can be accommodated from within this budget, with an available \$60,000 remaining to prioritize additional window replacements on second floor, the selection of which to be assessed by City and Museum staff.

**Strategic Plan / Policy Impact / Climate Impact**

Upgrades of Existing Infrastructure are included in the Infrastructure focus area of the Corporate Strategic Plan

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated October 10, 2023 concerning Window Replacement, Sault Ste. Marie Museum be received and that the \$60,000 available funding allocated to prioritize additional window replacements on second floor be approved.

The relevant By-Law #2023-162 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Karen Marlow  
Manager of Purchasing  
705.759.5298  
[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)



## Tender Summary

MET ENERGY SYSTEMS  
*Consulting Engineering*  
477 Queen Street East, Suite 304  
Sault Ste. Marie, ON P6A 1Z5  
Tel: (705) 942-3344  
Fax: (705) 942-1477

**ATTENTION:** Karen Marlow      **DATE:** September 8<sup>th</sup> 2023  
**COMPANY:** City of Sault Ste. Marie      **MET REF.:** 21M67  
**FROM:** Matthew Rajala      **DOCUMENT NO.:** L-001  
**COPIES:** Tim Janzen, Virginia McLeod  
**SUBJECT:** **SSM MUSEUM WINDOW RENEWAL**  
**NO. PAGES:** 1 (including this page)

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Karen,

The Sault Ste. Marie Museum Window Replacement Project (City Reference # 2023CDE-CS-EC-03-T(2)) tender period closed on September 7<sup>th</sup> 2023 at City Hall. Two bids were received with all required Bonding and Surety.

The base bid value for replacement of the Third Floor Windows is as follows:

Bidder Name	Base Bid Amount
Jobst Construction	\$220,744.00 + HST
Robertson Restoration	\$242,000.00 + HST

Based on our review of the Contractor's submissions, we recommend contract award to Jobst Construction.

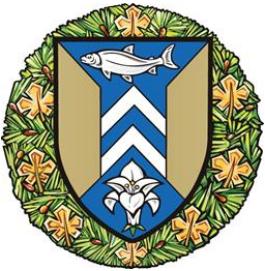
Please feel free to contact MET Energy Systems to discuss unit prices and scope to finalize the CCDC documents.

If you have any questions or concerns, feel free to contact us.

Regards,

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

Matthew Rajala  
MET ENERGY SYSTEMS



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

### C O U N C I L   R E P O R T

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Equipment Purchase 1-Ton Dump Truck – Public Works

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#### **Purpose**

The purpose of this report is to obtain Council approval for the supply and delivery of one 4-door 1-ton dump truck required by Public Works and Engineering Services.

#### **Background**

Commercial Truck Equipment Corp. is listed as an active vendor within group buying through LAS/Canoe Procurement Group. This dump truck unit, along with other specified equipment, was procured through this vendor and program, as approved by Council on May 29, 2023.

Public Works is extremely satisfied with the quality of product and service that has been maintained by Commercial Truck Equipment Corp.

#### **Analysis**

A competitive bid process for suppliers RFP#RMA-2020-002 Fleet Upfitting and Aftermarket Accessories was conducted through the LAS/Canoe Procurement Group whereby Commercial Truck Equipment Corp. is the awarded provider giving access to various heavy duty equipment units, Contract#RMA-2020-002-CTE.

Request for pricing quote was issued to Commercial Truck, under the LAS/Canoe contract arrangement.

The pricing received has been thoroughly evaluated and reviewed by the Manager of Equipment and Building Maintenance – Public Works and the pricing, meeting specifications, has been indicated on the summary attached.

The pricing reflects the advantages of leveraging the buying power through LAS/Canoe and includes a \$2,465 discount.

This request is in accordance with Purchasing By-law item 28) Cooperative Purchasing, where a competitive process was conducted, and participation is in the best interest of the City.

Equipment Purchase 4-Door 1-Ton Dump Truck – Public Works

October 10, 2023

Page 2.

**Financial Implications**

The total purchase price for this equipment is \$135,895 including non-rebatable HST.

During 2023 Budget deliberations Council approved the allocation of \$3,300,000 for Public Works Equipment, which included four (4) units specific to Public Works. With this purchase, Public Works will defer the remaining one (1) unit to the 2024 budget.

This purchase can be accommodated within remaining funding balance.

**Strategic Plan / Policy Impact / Climate Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated October 10, 2023 concerning equipment purchase of one 4-door 1-ton dump truck as required by Public Works be received and that the purchase from Commercial Truck Equipment Corp., at the quoted amount of \$133,544 plus HST be approved.

Respectfully submitted,

Karen Marlow  
Manager of Purchasing  
705.759.5298  
[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)

Public Works  
Buildings and Equipment  
2023 Capital Equipment

Received: September 21, 2023  
File: 2023PWE-PWT-28-T

**SUMMARY OF PRICING**  
**ONE (1) 4-DOOR 1-TON DUMP TRUCK**

<u>Firm</u>	<u>Year, Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Commercial Truck Equipment Corp. Woodstock, ON.	2024 FORD F450 CrewCab	260 w/days	3yr/60,000 km - powertrain	\$133,544.00	Meets Specifications

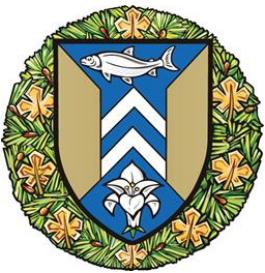
Note: The quoted pricing, meeting specifications, is supplied above.

Although only one bid was received, it is deemed fair and equitable.

The total cost to the City will be \$135,894.37 including the non-rebatable portion of the HST

Vendor disclaimer: the chassis expense is subject to change between now and execution of contract from manufacturer, and will be transparent with final chassis pricing if changes  
It is my recommendation that the prices, submitted by Commercial Truck Equipment Corp., be accepted.

Karen Marlow  
Manager of Purchasing



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

### C O U N C I L   R E P O R T

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Aerial Apparatus Equipment Purchase – Fire Services

---

#### **Purpose**

The purpose of this report is to obtain Council approval for the supply and delivery of one (1), Aerial Apparatus Vehicle required by Fire Services.

#### **Background**

Included in the 2023 budget deliberations (Feb. 13, 2023) Council approved a capital request from Fire Services for a new aerial apparatus. The request was for \$2.1 million to replace the existing 2003 aerial. The requirement to replace the existing aerial is supported by the Fire Master Plan, Underwriters Laboratories of Canada ULC and NFPA Standards. The applicable ULC and NFPA standards recommend that apparatus should be retired after 20 years of service. The recommendations are formulated due to deficiencies in the following areas in emergency services apparatus for responses:

- Inadequate braking system
- Slow pick-up and acceleration
- Structurally weakened chassis due to constant load bearing and/or overloading
- Pump wear
- Corrosion

All of these items listed may cause issues during emergency response which could effect the deployment and operations.

A market review of budgetary pricing 2023 indicated escalating costs. The market is volatile at this time, and postponing this purchase further will result in higher pricing.

Request for pricing quote was issued to Safetek Emergency Vehicles Ltd, applicable under their LAS/Canoe contract arrangement with specifications matching current Fire Services Equipment being replaced.

Equipment Purchase Aerial Apparatus – Fire Services

October 10, 2023

Page 2.

**Analysis**

A competitive bid process RFP#113021 Firefighting Apparatus and Fire Service Vehicles was conducted through the LAS/Canoe Procurement Group whereby Safetek Emergency Vehicles Ltd (Safetek) is the awarded Canadian dealer representative for the Smeal/Spartan Fire Apparatus, Contract#113021-RVG-4.

The pricing received has been thoroughly evaluated and reviewed by Fire Chief and Assistant Fire Chief, Fire Services and the pricing, meeting specifications, has been indicated on the summary attached.

The pricing reflects the advantages of leveraging the buying power through LAS/Canoe and includes a 6.92 percent discount of \$176,221 applied.

This request is in accordance with Purchasing By-law item 28) Cooperative Purchasing, where a competitive process was conducted, and participation is in the best interest of the City.

**Financial Implications**

Safetek's total proposal price for this equipment is \$2,570,633 including non-rebatable HST.

During the 2023 Budget deliberations Council approved the allocation of \$2,100,000 for replacement of this Aerial Apparatus.

The shortfall of \$470,633 can be accommodated from uncommitted funds within the Asset Management Reserve.

**Strategic Plan / Policy Impact / Climate Impact**

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

**Recommendation**

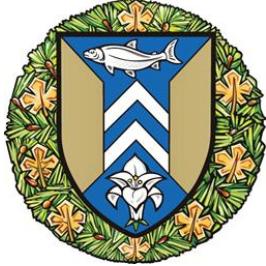
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated October 10, 2023 concerning equipment purchase of one aerial apparatus unit as required by Fire Services be received and that the purchase from Safetek Emergency Vehicles Ltd. at the quoted amount of \$2,526,172 plus HST be approved;

Further, that utilization of \$470,633 from the Asset Management Reserve to support the procurement be approved.

Respectfully submitted,

Karen Marlow  
Manager of Purchasing  
705.759.5298  
[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Brent Lamming, Director of Community Services  
DEPARTMENT: Community Development and Enterprise Services  
RE: Additional Donation Supporting Rosedale Park – Kiwanis Club of Lakeshore Foundation

---

#### Purpose

The purpose of this report is to request Council approval to enter into an additional donation agreement with Kiwanis Club of Lakeshore Foundation in support of the purchase of playground equipment and/or park amenities at Rosedale Park.

#### Background

Council adopted the Parks and Recreation Master Plan in 2019 and a multi-year revitalization plan in 2020.

The Rosedale Park revitalization project has had overwhelming community support to enhance playground equipment and/or site amenities. The Kiwanis Club of Lakeshore Foundation made two donations for Rosedale Park playground equipment in 2021 and Childcare Algoma and the Kiwanis Club of Sault Ste. Marie made a donation in 2022.

To date there has been \$215,500 in donations made to the project as follows:

Organization	Amount
Kiwanis Club of Lakeshore (four donations: \$20K + \$60K + \$75.5K + <b>new \$18.5K</b> )	\$174,000
Childcare Algoma	\$50,000
Kiwanis Club of Sault Ste. Marie	\$10,000
<b>Subtotal</b>	<b>\$234,000</b>

The project aligns with a number of the organizations' values as noted here:

- Accessible and affordable childcare programs.
- Development and implementation of program/service enhancement to meet the growing needs within the Algoma District
- Programs, services, resources and funding to meet the needs of our community and industry.

## Additional Donation for Rosedale Park – Kiwanis Club of Lakeshore Foundation

October 10, 2023

Page 2.

An open house was held on May 17, 2022, to obtain community feedback on the proposed amenities and provide suggestions to build in two phases and make adjustments with respect to phase one. A tender was released and selected with proposed amenities for the park space.

A corporate fundraising campaign along with further grant applications was completed resulting in overall total support of \$234,000.

A ground-breaking ceremony for phase one construction occurred on August 11, 2022, followed by a community barbecue sponsored by the three Kiwanis Clubs in Sault Ste. Marie. Another tender was issued for additional park amenities raised as suggestions from the open house and through the working group.

### **Analysis**

To date the following items have been completed or in progress within Rosedale Park.

- Paved parking area
- Paved path network
- Play infrastructure for youth
- Accessible play amenities and soft surfacing
- Zipline (pending installation)
- Redeveloped berm area for improved sledding experience
- Planting of trees and landscaping
- Benches

To complete the Park revitalization all that is remaining from the initial plan is the construction of a basketball court. Kiwanis has once again utilized their strength in fundraising leveraging community support and has recently advised City staff that they have raised an additional \$18,500 to allow this to happen.

This is a great opportunity to complete the initial plan and City staff are recommending receipt of funds in alignment with the City's donation policy.

### **Financial Implications**

There will not be an impact to the operating budget for 2023 or 2024 as a result of receiving the \$18,500 donation.

There will be required in-kind services from Public Works for support services during the installation which is anticipated for early 2024. The in-kind ask for installation, labour and equipment is approximately \$2,500.

### **Strategic Plan / Policy Impact / Climate Impact**

This project supports the Focus Area: Infrastructure – Maintaining Existing Infrastructure. It also demonstrates fiscal responsibility in managing municipal finances in a responsible and prudent manner. In addition, it is in alignment with developing key partnerships with stakeholders.

Additional Donation for Rosedale Park – Kiwanis Club of Lakeshore Foundation

October 10, 2023

Page 3.

Climate Impact: The project supports the green space pillar of the Sault Ste. Marie Community GHG Reduction Plan: 2020 – 2030 by encouraging environmental stewardship through tree planting.

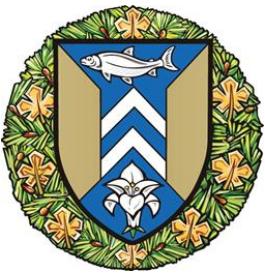
**Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2023-164 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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



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

### C O U N C I L   R E P O R T

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Josh Rogers, Film, TV & Digital Media Coordinator  
DEPARTMENT: Community Development and Enterprise Services  
RE: Economic Development Fund – Tales from the Void Ltd.

---

#### Purpose

The purpose of this report is to seek Council approval to provide funding through the Economic Development Fund (EDF) in the form of a one-time grant of \$3,500 to support the series *Tales From The Void Season One*.

#### Background

Tales From the Void Ltd. is an independently produced TV series that filmed in Sault Ste. Marie in August and September of 2023. The project was produced by Envoi Entertainment which is owned by Francesco Loschiavo and Barclay Maude.

Envoi Entertainment is an independent production company that develops both narrative and documentary projects from script to screen for both film and television, with budgets generally ranging from \$500,000 to \$2,000,000.

Tales From the Void Ltd. partnered with Sault Ste. Marie businesses Rusty Halo Productions and 180 Sisterhood Productions as line producers, rented filming gear from Sault Production Equipment Services, and brought on Rolling Pictures North for post-production.

Tales From the Void Ltd. is requesting a one-time grant through the Economic Development Program to assist with costs associated to the travelling of cast and crew, mentorships for local crew, and the transportation of equipment.

The application is being submitted after the filming has been completed due to the Sault Ste. Marie Economic Development Corporation (SSMEDC) summer meeting schedule. The project was reviewed with the SSMEDC at the Board Meeting held September 20, 2023, and the Board is supportive of advancing this request for funding.

#### Analysis

Tales From the Void Ltd. incurred significant costs bringing non-local cast and crew to Sault Ste. Marie. The initial cost prediction for cast/crew travel and living expenses was \$62,970 with per diem at \$11,550. The travel and living expenses ultimately exceeded the initial cost prediction and ended up at \$150,000.

## Tales From The Void – Economic Development Fund Request

October 10, 2023

Page 2.

Tales From the Void Ltd. established performance targets for their production in Sault Ste. Marie, which include:

- Contract local businesses for catering needs
- Contract local homeowners and businesses for locations.
- Contract with local hotels for cast and crew travelling.
- Contract with local vehicle and truck rental agencies.
- Contract with local trades for construction builds.
- Hire Sault Ste. Marie residents as extras and background actors.
- Feature Sault Ste. Marie-owned or operated businesses in the final cut.
- Ensure a final budget spend of 75% of purchases made in Sault Ste. Marie

Tales From the Void Ltd. hired 26 local crew with varying experience levels – some worked as keys, while others worked in mentorship positions. With an active working crew of 40, over 50% of the crew were sourced locally. This production provided an opportunity for established local and non-local crew to pass on knowledge to inexperienced local crew looking to get involved in the film industry. Workforce development is of critical importance to the film industry, not just in Sault Ste. Marie. The ability to hire experienced crew is not always possible, even in the GTA. Having highly experienced non-local crew work in Sault Ste. Marie was an excellent mentorship opportunity for the upcoming crew working in Sault Ste. Marie.

Tales From the Void Ltd. spent \$108,900 hiring mentor-level crew to work on this production. \$79,213 was spent on trainee-level local crew.

With 20 filming days taking place between August 17, 2023 and September 16, 2023 the production made deals with 16 unique venues in Sault Ste. Marie to secure them as filming locations. This was an even mix between businesses, privately owned residences, and City property.

### **Financial Implications**

The request from the Economic Development Fund is \$3,500. The current balance of the Economic Development Fund is \$1,230,340 and can support this funding request.

### **Strategic Plan / Policy Impact / Climate Impact**

This item supports the Corporate Strategic Plans Focus Area:

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

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Film, TV and Digital Media Coordinator dated October 10, 2023 concerning Tales From The Void Ltd.'s Economic Development Program application be received and that the recommendation to grant the sum of \$3,500 be approved.

Tales From The Void – Economic Development Fund Request

October 10, 2023

Page 3.

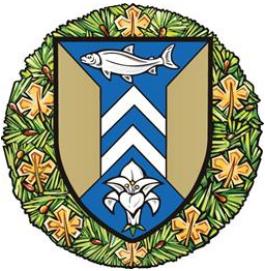
Respectfully submitted,

Josh Rogers

Film, TV & Digital Media Coordinator

705.989.5741

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



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

### C O U N C I L   R E P O R T

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Carl Rumieli, Director of Engineering  
DEPARTMENT: Public Works and Engineering Services  
RE: 2023 Connecting Link Funding Agreement

---

#### **Purpose**

The purpose of this report is to obtain Council approval to enter into a contribution agreement with the Province for a Connecting Link grant for the resurfacing of Carmen's Way from Queen Street to Second Line.

#### **Background**

The Province recently announced that the City's 2023 Connecting Link application was approved. The City will be the recipient of the lesser of 86% of the project cost or \$3M grant funding for the resurfacing of Carmen's Way from Queen Street to Second Line. The Province has recognized the need to assist the City with the movement of provincial traffic through City streets in the absence of the ability to by-pass.

#### **Analysis**

In order to access the funds, it is necessary to enter into a contribution agreement with the Province. While the funding announcement was received in the spring, the City has only now received the agreement for execution. Provincial staff had previously advised that the City could proceed without the funding agreement therefore construction is now complete.

#### **Financial Implications**

This amount can be accommodated within the combined 2023 City and Connecting Link budget of \$3.4M.

#### **Strategic Plan / Policy Impact / Climate Impact**

Resurfacing is linked to the infrastructure focus area of the corporate strategic plan.

#### **Recommendation**

It is therefore recommended that Council take the following action:

The relevant by-law 2023-167 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

2023 Connecting Link Funding Agreement

October 10, 2023

Page 2

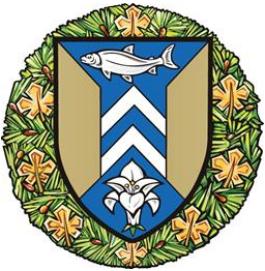
Respectfully submitted,

Carl Rumiel, P. Eng.

Director of Engineering

705.759.5379

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



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

### COUNCIL REPORT

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Shelley Olar, Risk Manager  
DEPARTMENT: Legal Department  
RE: General Contract Extension – Intact Public Entities

---

#### **PURPOSE**

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

#### **BACKGROUND**

In February 2021, following a Request for Proposals, the City entered into a contract with Frank Cowan Company Ltd. (the “Contract”) to provide General Insurance Services and act as broker (collectively “Managing General Agent”) to market and place the municipal insurance program for the City. The contract has a three-year term that expires February 28, 2024. In April 2021, the Managing General Agent rebranded the company and are now known as Intact Public Entities Inc, (“IPE”) providing risk and claims management services to municipal, public administration and community service organizations across Canada.

The City reserved the right to extend the agreement on a yearly basis upon mutual agreement of the parties hereto and on completion of the term of the agreement.

#### **ANALYSIS**

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

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

## Municipal Insurance Program

October 10, 2023

Page 2.

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

Staff is recommending the one-year extension as a difficult insurance market that has lasted 4 years continues with prices increasing across all lines of coverage. Both catastrophic and economic events throughout the world can have an effect on pricing, capacity in the market, and profitability. Many of these events, such as: inflation; supply chain issues; severe weather events; and wildfires which cause significant losses are not within municipal control but affect an insurers' book of business.

There are also projects which have not yet been completed with this insurer. There are additional buildings due to be reviewed to complete the entire review. There are insurances in place like the "Facility Users insurance" that have not yet run for an entire year. Staff would like the opportunity to continue to work with the relationships established to finish gathering information and data. Once completed, it will allow for a better RFP process the next year.

### **FINANCIAL IMPLICATIONS**

At this time, the cost for the policy period of February 28, 2024 to February 28, 2025 is not known. The application and underwriting process will commence in October 2023 with coverage terms to be presented in January 2024.

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

This is an operational issue and not part of the strategic plan.

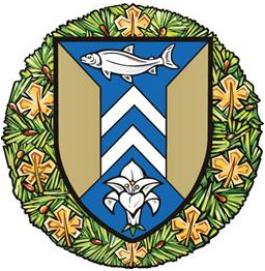
### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

The relevant by-law 2023-165 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Shelley Olar  
Risk Manager



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

### C O U N C I L   R E P O R T

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Stephanie Perri, Administrative Clerk  
DEPARTMENT: Community Development and Enterprise Services  
RE: Alteration of Site-Specific Planning Act Application Public  
Notice Practices

---

#### **Purpose**

The purpose of this report is to provide information to Council regarding amending the Planning Department's public notice practices.

#### **Background**

The Planning Act sets out public notice requirements for Planning Act applications that require a statutory public meeting. As per s. 5 (4) and (7) of O. Reg 545/06, notice shall be given in the following manner:

s (4) (a) by personal service or ordinary mail, to every owner of land within 120 metres of the subject land; **and**

(b) by posting a notice, clearly visible and legible from a public highway or other place to which the public has access, at every separately assessed property within the subject land, or if posting on the property is impractical, at a nearby location chosen by the clerk of the municipality or the secretary-treasurer of the planning board.

#### **OR**

s (7) Notice shall be given by publishing a notice in a newspaper that, in the opinion of the clerk of the municipality or the secretary-treasurer of the planning board, is of sufficiently general circulation in the area to which the proposed by-law would apply that it would give the public reasonable notice of the public meeting or open house, as the case may be.

For site-specific Planning Act applications, Planning's current practice is to mail notice to every land owner within 120 metres of the subject property and to publish an advertisement in the Sault Star, Sault this Week, and post on the City's website. Therefore, under current practices, publishing in the newspaper is the statutory public notice.

## Alteration of Site-Specific Planning Act Application Public Notice Procedures

October 10, 2023

Page 2.

While statutory requirements prescribed by the Planning Act have been satisfied and work well, there is room for improvement. The Sault Star's distribution has decreased over the past several years as news outlets have begun to move towards online publishing. Staff have also on occasion received complaints from residents who have not received notice by mail. The complaints arise from residents who do not meet the criteria to receive notice under the Planning Act as they are either not the registered owner (tenant) or live outside of the 120 metre mail out radius.

### **Analysis**

In an effort to increase public engagement in and awareness of matters of site-specific Planning Act applications, the Planning Department is recommending adoption of O. Reg. 545/06 and s.(4) (b) – posting a sign on the subject land(s), and mailing notice to land owners within 120 metres of the subject property.

One of the main purposes of the Planning Act is to provide for planning processes that are fair by making them open, accessible, timely and efficient. Public input is always welcome and encouraged as public participation plays an integral role in planning matters. By increasing the visibility and reach of the public notice, it will ensure that adequate notice and opportunity for public input and participation has been given. It will ensure that all those who have an interest in the area or who may be affected by the change will have an opportunity to voice concerns or ask questions on matters within their neighbourhood.

This change is consistent with the draft Official Plan. It is noted that the Planning Act does not currently permit public notices to be published solely on online news outlets.

Where Planning Act applications apply to larger portions of the community or the entire city, statutory public notice will still be given by way of newspaper ad as per O.Reg, 545/06 s.7, as well as local online media ads. In this case, the newspaper ad represents the statutory public notice.

### **Signage Details**

The size of the public notice signs will be 4' by 6'.

The following information will be included on the public notice sign:

- brief summary of the proposed change;
- site plan and/or renderings;
- application number;
- applicant name;
- contact information for the Planning Department;
- date and location of the Council Meeting;
- date the report may be reviewed by the public; and
- QR Code which will direct the viewer to the City's website where the official public notice is posted.

## Alteration of Site-Specific Planning Act Application Public Notice Procedures

October 10, 2023

Page 3.

The public notice signs are required to be posted a minimum of 20 days before the Council meeting and are to remain posted until after the meeting.

Staff proposes to start the new process in the spring of 2024.

A draft mock up of the public notice sign is attached to this report.

### **Financial Implications**

Planning staff have received preliminary budget quotes from a number of private companies as well as the City's Public Works Department. In comparing the cost per newspaper ad and the estimated cost per sign, the difference will be nominal and staff do not anticipate an increase to the budget.

Public Works will not be able to accommodate this service due to a lack of resources.

Planning staff will follow the procurement policy and will issue a Request for Proposal (RFP) to invite companies to competitively bid on the above noted services.

### **Strategic Plan / Policy Impact / Climate Impact**

This item supports the Corporate Strategic Plan in the focus area of service delivery by eliminating barriers to business and streamlining processes.

There are no significant climate impacts anticipated.

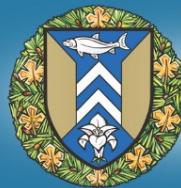
### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Administrative Clerk dated October 10, 2023 concerning Alteration of Site-Specific Planning Act Application Public Notice Practices be received and that Planning's public notice procedure be altered to include the posting of a public notice sign on the subject lands for site-specific Planning Act applications, mailing notice to land owners within 120 metres of the subject land(s) and posting to the City's website. This alteration will take effect for site-specific *Planning Act* applications in the spring of 2024.

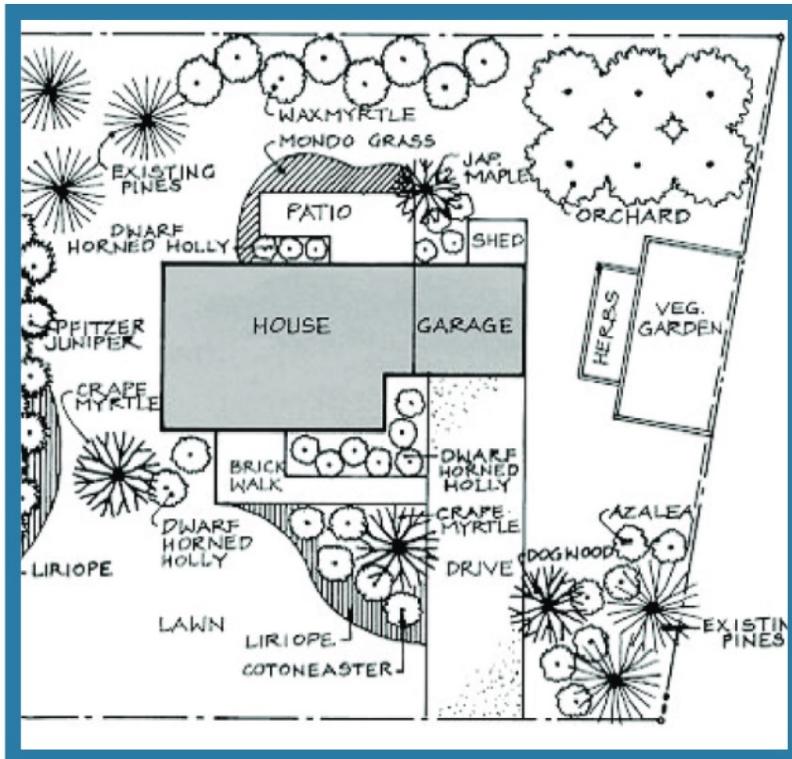
Respectfully submitted,

Stephanie Perri  
Administrative Clerk  
705.574.1022  
[s.perri@cityssm.on.ca](mailto:s.perri@cityssm.on.ca)



City of  
**Sault Ste. Marie**

# Notice



*A change is being proposed for this site.*

The city has received an application to amend the Zoning By-Law to permit a Multiplex Unit, subject to the following provisions:

Rezone the subject property from Single Detached Residential (R2) Zone to Low Density Residential (R3.S) with a Special Exception to permit a multiplex.

- Reduce the required front yard setback from 7.5m to 5.0m
- Reduce the required interior yard setback from 2.0m to 1.2m
- Reduce the required exterior yard setback from 5m to 2m
- Reduce the required rear yard setback from 10m to 15m
- Reduce the required parking spaces from 3 to 4
- Increase maximum Building height from 6m to 9m

Applicant: John Smith  
Address: 123 Street Name  
Application No.: A-0-00-Z

For more information on this matter, including information about appeal rights, or to request a copy of the planning report, contact the Planning Division below.

## Public Meeting

Month 00, 2023 at 5:00 PM  
Council Chambers, 99 Foster Drive



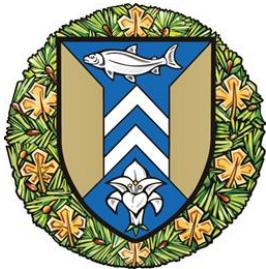
Planning Division  
705-759-5368  
planning@cityssm.on.ca



Report of the Planning  
Division available by request  
on Friday, Month 00, 2023.



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

### COUNCIL REPORT

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Rick Van Staveren, Director, Economic Development  
DEPARTMENT: Community Development and Enterprise Services  
RE: Economic Development Fund Request – Algoma University,  
Makwa Waakaa'igan Project

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#### **PURPOSE**

The purpose of this report is to seek Council approval to provide funding through the Economic Development Fund (EDF) of \$600,000 to support the development of the Algoma University Makwa Waakaa'igan project, a centre of cross-cultural excellence.

Council had previously approved \$400,000 in EDF funding for a School of Business and Economics expansion, however, this project did not take place. Algoma University is requesting to transfer the \$400,000 previously approved to the Makwa Waakaa'igan project and an additional \$200,000 (\$600,000 total).

#### **BACKGROUND**

Algoma University (AU) is a publicly funded institution established in 1965 in Sault Ste. Marie, Ontario. The university is now one of Canada's fastest growing universities, offering both undergraduate and graduate programming in three cities. The institution has evolved into a multi-campus university of over 5,000 students with a footprint stretching across much of the province.

The University provides a range of degrees and certificate programming spanning the liberal arts, sciences and professional disciplines. Academic offerings are housed within the Faculty of Sciences (including the School of Life Sciences and the Environment and, the School of Computer Science and Technology), Faculty of Cross-Cultural Studies, Faculty of Business and Economics, and the faculty of Humanities and Social Sciences (including the School of Social Work). Algoma University has four Canada Research Chairs among its faculty ranks and three campuses delivering in-person programming in Sault Ste. Marie, Timmins and Brampton, Ontario.

With students representing over 50 countries, the unique perspectives students bring from across the world are an essential part of the Algoma University experience. Learning is personal at Algoma University. Class sizes are kept small,

## Economic Development Fund Request – Algoma University Makwa Waakaa'igan

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and learning is based on hands-on experience. AU has a wide range of innovative programs and research opportunities and is led by its Special Mission.

Algoma University's mandate and Special Mission focus on the needs of Sault Ste. Marie, Northern Ontario and to cultivate cross-cultural learning between Indigenous and non-Indigenous communities. The founding campus in Sault Ste. Marie, located on the site of the former Shingwauk Indian Residential School, provides a unique and historically rich setting for cross-cultural learning in which Anishinaabe (First Nation, Metis and Inuit), Canadian, and international students learn from one another in a spirit of friendship and respect while advancing efforts to address truth, healing, and reconciliation. The University is a close partner with Shingwauk Kinoomaage Gamig (SKG), one of nine of Ontario's recognized Indigenous institutes.

The purpose for the Makwa Waakaa'igan project is to establish a nationally recognized centre of cultural excellence attached to the original, historic Shingwauk Hall building (Attachment A – SSM EDF – Makwa Waakaa'igan Project. This includes the construction of a new building to support a broad range of programming currently under development that will be implemented in this new facility.

The new facility is comprised of the following focus spaces, described by use:

- Cross-cultural and ceremonial spaces (exhibits, large and medium indoor gathering spaces, and visitor's service centre hosting international, national, and local gatherings, symposia and conferences);
- Interactive learning/community, cross cultural teaching spaces and facilities, library, archive, and research space;
- The first phase of the Ontario Mental Health and Addictions Research and Training Institute (OMHARTI) (3<sup>rd</sup> floor) developed and delivered in partnership between Northern Ontario School of Medicine (NOSM) and Algoma University.
- Ancillary building spaces (washrooms, wiring closets, storage, mechanical room, etc.);
- Outdoor Indigenous ceremonial space and gardens;
- Circulation space; and,
- Space for other support services.

This project is being undertaken to;

- Enhance archival and research space for local Indigenous history;
- Establish a true ceremonial space on campus;
- Integrate Indigenous culture into student life (not just the history but with teachings for the future);
- Create a unique space at the University that honours Indigenous-led teachings and gatherings, to showcase Indigenous art; and,

# Economic Development Fund Request – Algoma University Makwa Waakaa'igan

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- To house the Ontario Mental Health and Addictions Research Institute delivered through a partnership between Northern Ontario School of Medicine and Algoma University locally.

From the University's operational perspective, the University's East wing is aging. This project will replace this wing and associated facilities. It will enable the University to avoid the costs and risks of deferred maintenance and provide additional space and capacity for program growth at the University.

## **ANALYSIS**

The Makwa Waakaa'igan Project cost is as follows.

<b>Project Cost Category</b>	<b>Total Project Costs</b>
Construction/Renovation	\$28,780,000
Consultant Fees	5,635,000
Permits & Fees	485,000
Occupancy and Owner's Costs	625,000
Furniture, Fixtures and Equipment	5,500,000
Other Contingencies	800,000
HST @ 3.41%	1,427,938
<b>TOTAL</b>	<b>\$43,302,938</b>

The financing arrangements and funding partners contributions are as follows.

<b>Funding Source</b>	<b>Cost Category</b>	<b>Financing Type</b>	<b>Total Project Costs</b>	<b>Funding Status</b>
Applicant	Construction	Cash	\$19,702,938	Confirmed
NOHFC	Construction	Conditional Contribution	5,000,000	Pending
ICIP*	Construction	Conditional Contribution	13,000,000	Confirmed
Canadian Heritage**	Construction	Conditional Contribution	5,000,000	Pending
SSM EDF	Construction	Conditional Contribution	600,000	Pending
<b>TOTAL</b>			<b>\$43,302,938</b>	

\*Investing in Canada Infrastructure Program – Community, Culture and Recreation Infrastructure Stream

\*\*Canadian Heritage Canada Culture Space Fund

## Economic Development Fund Request – Algoma University Makwa Waakaa'igan

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This \$43 million project is a substantial undertaking for Algoma University, and 45% of the capital costs are being financed by the University. In spite of having weathered the financial impacts of the COVID-19 pandemic on enrolment and increased project costs, the University has committed to make a substantial financial commitment in advancing national, provincial and community goals and objectives with this project. While the funding request to the EDF is modest relative to the support provided by other levels of government, the City's support is targeted in fulfilling objectives identified in the community's strategic plan and demonstrating its commitment to supporting the University, First Nations, and Residential School Survivors.

The \$600,000 requested will assist the facility in promoting Indigenous history, art and culture by:

- Creating exhibition space featuring:
  - The considerable work of the Shingwauk Residential Schools Centre
  - The history of this land as well as the future of Indigenous art and culture
- Building six unique community learning and cultural spaces – embracing cross-cultural teachings and gatherings. This space will be available for all members of the community, especially under-represented groups, not-for-profits, cultural events, ceremonies, and gatherings.
- A rooftop garden and ceremonial space – a dedicated space incorporating nature into traditional Indigenous ceremonies. The open circle space allows for culturally appropriate gatherings and ceremonies to occur on the second-floor rooftop. This space will have many uses, including ceremony, outdoor art displays, outdoor learning space, community gathering space, natural medicine gardens and contemplation areas.
- Promoting and marketing the Indigenous heritage and cultural significance of this area and the Makwa Waakaa'igan to stakeholders including First Nations, Residential School Survivors, and the public as a safe, welcoming and inclusive place for cross-cultural sharing, teaching, learning and healing.

This request for financial assistance is to support the University's undertaking to make the facility, and by extension Sault Ste. Marie, a welcoming and inclusive destination for all people to participate in cross cultural sharing, teaching, learning, and healing. The City's financial contribution will help achieve the objectives outlined in the application.

Projections provided by Algoma University include \$7.98 M in projected annual income and 11+ direct new full-time jobs.

The project has been reviewed with the Economic Development Corporation Board and the Board is supportive of advancing this application.

## Economic Development Fund Request – Algoma University Makwa Waakaa'igan

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### **FINANCIAL IMPLICATIONS**

The Algoma University Makwa Waakaa'igan Project is requesting support from the Economic Development Fund over a period of three (3) years for a sum of Two Hundred Thousand Dollars (\$200,000) per year, total contribution equalling Six Hundred Thousand Dollars (\$600,000).

Note, on March 18, 2019, City Council approved \$400,000 in EDF funding for a School of Business and Economics expansion which did not take place. Algoma University is requesting to transfer the \$400,000 previously approved to the Makwa Waakaa'igan project and an additional \$200,000 (\$600,000 total).

The current balance of the EDF is \$1,230,340 which takes into account the \$400,000 previously approved by Council. The net impact of the Makwa Waakaa'igan project is an additional \$200,000 from the EDF. There are sufficient funds in the EDF to accommodate this request.

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

Supports our Quality of Life focus area, specifically promote, grow and support arts and culture.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Economic Development dated October 10, 2023, concerning Economic Development Fund Request – Algoma University Makwa Waakaa'igan Project be received and that funding for the project be provided from the Economic Development Fund in the amount of \$600,000 to be paid out over a three-year period in payments of \$200,000 per year.

Respectfully submitted,

Rick Van Staveren  
Director, Economic Development  
705-759-5428  
[r.vanstaveren@cityssm.on.ca](mailto:r.vanstaveren@cityssm.on.ca)



Application to the  
Economic Development Program (EDP) for the



**Algoma University  
Makwa Waakaa'igan Project**

DATE: July 31, 2023



## List of Addenda

- Addendum A 2022-23 Board of Governors Membership Listing - 15 Mar 2023
- Addendum B Algoma University History
- Addendum C Algoma University Act 2008
- Addendum D AU Strategic Mandate Statement
- Addendum E AU Strategic Mandate Agreement
- Addendum F Architects Project Summary and Design Illustrations
- Addendum G Makwa Waakaa'igan - Project Concept
- Addendum H MW Architect's Design Development Presentation
- Addendum I AU Makwa Waakaa'igan Approved Budget
- Addendum J BTY Algoma Makwa Waakaa'igan Cultural Centre - Class C Cost Management Report
- Addendum K AU Affiliated Organizations Supporting This Project
- Addendum L-1 AU and the Northern Ontario School of Medicine (NOSM) Addendum and Confirmation of Collaboration Agreement
- Addendum L-2 2018 Addendum to the Covenant between AU and Shingwauk Kinoomaage Gamig (SKG)
- Addendum L-3a Articles of Agreement between Children of Shingwauk Alumni Association (CSAA) and AU
- Addendum L-3b CSAA - Guiding Circle (underlying concept supporting CSAA and AU agreement)
- Addendum L-4 AU and National Centre for Truth and Reconciliation (NCTR), University of Manitoba - Records Sharing Agreement in relation to the Indian Residential Schools Settlement Agreement and Truth and Reconciliation Commission (TRC)
- Addendum L-5 MOU between Shingwauk Residential Schools Centre ("SRSC") - AU and the University of British Columbia Indian Residential School History and Dialogue Centre (UBC\_IRSHDC) final signed October 2020
- Addendum M AU 2020 Campus Master Plan
- Addendum N AU - Master Project Schedule 2023-18-04 - Colliers Project Leaders
- Addendum O-1 Excerpt from Closed Minutes - Board of Governors Support
- Addendum O-2 Communities of Interest



## List of Addenda (cont'd)

[\*\*Addendum P-1\*\*](#) Project impact, alignment, and support for the AU Strategic Plan Extension 2021-2023

[\*\*Addendum P-2\*\*](#) AU Strategic Plan Extension 2021-2023

[\*\*Addendum Q-1\*\*](#) Project impact, alignment, and support for the AU 2020 Campus Master Plan

[\*\*Addendum R-1\*\*](#) Project impact, alignment, and support for the 2021-2026 AU Academic Plan

[\*\*Addendum R-2\*\*](#) 2021-2026 AU Academic Plan

[\*\*Addendum S\*\*](#) Makwa Waakaa'igan Project and the Northern Ontario Growth Plan Alignment

[\*\*Addendum T\*\*](#) Makwa Waakaa'igan Project Governance and Management Framework

[\*\*Addendum U-1\*\*](#) AU Consolidated Financial Statements for year ending 2021

[\*\*Addendum U-2\*\*](#) AU Consolidated Financial Statements for year ending 2022

[\*\*Addendum V-1\*\*](#) Investing in Canada Infrastructure Program Community (ICIP), Culture and Recreation Infrastructure Stream: ICIP Case No. 2019-10-1-1416441119 Transfer Payment Agreement – Algoma University

[\*\*Addendum V-2\*\*](#) Canadian Heritage Canada Cultural Spaces Fund Application

[\*\*Addendum V-3\*\*](#) NOHFC - Community Enhancement Program Application

[\*\*Addendum W\*\*](#) Other Funding Programs Considered

[\*\*Addendum X\*\*](#) Lightcast: Economic Impact of Algoma University's Makwa Waakaa'igan Project

## Letters of Support

[\*\*Addendum Z-1\*\*](#) Algoma District School Board

[\*\*Addendum Z-2\*\*](#) Batchewana First Nation of Ojibways

[\*\*Addendum Z-3\*\*](#) City of Sault Ste. Marie

[\*\*Addendum Z-4\*\*](#) Indian Friendship Centre

[\*\*Addendum Z-5\*\*](#) International Coalition of Sites of Conscience (ICSC)

[\*\*Addendum Z-6\*\*](#) Indian Residential School History and Dialogue Centre

[\*\*Addendum Z-7\*\*](#) Indigenous Tourism Ontario Support Letter

[\*\*Addendum Z-8\*\*](#) Mattagami First Nation

[\*\*Addendum Z-9\*\*](#) National Centre for Truth and Reconciliation (NCTR)

[\*\*Addendum Z-10\*\*](#) NOSMU

[\*\*Addendum Z-11\*\*](#) Shingwauk Kinoomaage Gamig

[\*\*Addendum Z-12\*\*](#) Destination Northern Ontario (DNO)



# Application to the Community Development Fund (CDF) Economic Development Program (EDP) for the



## **Algoma University Makwa Waakaa'igan Project**

### **Introduction**

Pursuant to the City's CDF-EDP guidelines, please find enclosed a funding request for \$600,000 to support this unique undertaking. Algoma University (AU) is an eligible funding applicant, the project meets or exceeds the funding program's performance targets, and the following provides the required applicant information and supporting documentation.

For further information, please contact Colin Wilson, AU's Director of Strategic Advancement.

### **1.0 APPLICANT INFORMATION**

#### **1.1 Legal name of business/organization**

Algoma University (AU)

#### **1.2. Names of Officers, Directors & Principals**

Chancellor : Mario Turco

Chair: Michael Moraca

President & Vice Chancellor: Asima Vezina

VP Finance & Operations: Shannon Brooks

Refer to [Addendum A](#) for a full membership list of the AU Board of Governors

#### **1.3. History of Organization**

Algoma University, established in 1965 in Sault Ste. Marie, Ontario, is one of Ontario's 21 publicly funded universities. Originally an affiliate college of Laurentian University, the institution was granted an independent charter from the Province of Ontario in 2008.

Please refer to [Addendum B](#) for a detailed history of the University and its relevance to this project and funding proposal.



## 1.4. Organization mandate

### Algoma University Mandate

Under the Algoma University Act, (Ontario) 2008, the University was established as a without share capital corporation. Its objectives are the “pursuit of new scholarship, teaching and research within a spirit of free inquiry and expression.”

“Under this Act the University was given a **Special Mission** to,

(a) be a teaching-oriented university that provides programs in liberal arts and sciences and professional programs, primarily at the undergraduate level, with a particular focus on the needs of northern Ontario; and

(b) **cultivate cross-cultural learning between aboriginal communities and other communities, in keeping with the history of Algoma University College and its geographic site.** 2008, c. 13, s. 4.”

Please refer to [Addendum C](#) for a copy of the 2008 Algoma University Act

### Algoma University Overview, Mandate and Special Mission

Algoma University is a publicly funded institution established in 1965 in Sault Ste. Marie, Ontario. From its humble beginnings as a small undergraduate and teaching-focused university, primarily serving the needs of Northern Ontario, it is now one of Canada’s fastest-growing universities, offering both undergraduate and graduate programming in three unique cities. Originally an affiliate college of Laurentian University, Algoma University was granted an independent charter from the Province of Ontario in 2008. Since then, the institution has evolved into a multi-campus university of over 5,000 students with a footprint stretching across much of the province. Algoma University offers a transformative education through a student centered approach to teaching and learning.

The University provides a range of degrees and certificate programming spanning the liberal arts (humanities and social sciences), sciences and professional disciplines. Academic offerings are housed within the Faculty of Sciences (including the School of Life Sciences and the Environment and, the School of Computer Science and Technology), Faculty of Cross-Cultural Studies, Faculty of Business and Economics, and the Faculty of Humanities and Social Sciences (including the School of Social Work). With four Canada Research Chairs among its faculty ranks, the University also has an expanding research portfolio in several disciplines. The University has three campuses delivering in-person programming in Sault Ste. Marie, Timmins and Brampton, Ontario.

With students representing over 50 countries, the unique perspectives students bring from across the world are an essential part of the Algoma University experience. Learning is personal at Algoma University. Class sizes are kept small, and learning is based on hands-on experience. This intimate scale means every voice is heard and valued, with faculty and staff that care about students’ goals. AU has a wide range of innovative programs and research opportunities and is led by its Special Mission.

AU’s mandate and Special Mission focus on the needs of Sault Ste. Marie, Northern Ontario and to cultivate cross-cultural learning between Indigenous and non-Indigenous communities. The



founding campus in Sault Ste. Marie, located on the site of the former Shingwauk Indian Residential School, provides a unique and historically rich setting for cross-cultural learning in which Anishinaabe (First Nation, Métis, and Inuit), Canadian, and international students learn from one another in a spirit of friendship and respect while advancing efforts to address truth, healing, and reconciliation. The University is a close partner with Shingwauk Kinoomaage Gamig (SKG), one of nine of Ontario's recognized Indigenous institutes.

**Addendum D** is the University's Strategic Mandate Statement, which sets out the institutional vision and six components of differentiation that are unique to Algoma University. **Addendum E** is the Strategic Mandate Agreement between the Ministry of Colleges and Universities and Algoma University. It is a key component of the Ontario government's accountability framework for the postsecondary education system.

For further information about the University's Strategic, Academic and Master Planning and its alignment with this project and Sault Ste. Marie's community development priorities, please refer to these University's planning documents found in the enclosed addenda.

## 1.5. Key Contact for Initiative

Colin Wilson  
Director of Strategic Advancement  
W.705.949.2301, ext. 4115  
M.705.989-8401  
[Colin.wilson@algomau.ca](mailto:Colin.wilson@algomau.ca)

## 1.6. Contributing partners

The following table is a list of contributing partners, their financial contribution and funding status as of June 22, 2023.

Funding Source	Cost Category	Financing Type	Total Project Costs	Funding Status
Applicant	Facility construction	Cash	\$19,702,938	Confirmed
NOHFC	Facility construction	Conditional Contribution	\$5,000,000	Pending
ICIP *	Facility construction	Conditional Contribution	\$13,000,000	Confirmed
Canadian Heritage **	Facility construction	Conditional Contribution	\$5,000,000	Pending Under review
SSM CDF	Facility construction	Conditional Contribution	\$600,000	Pending Under review
TOTAL			\$43,302,938	

\* Investing In Canada Infrastructure Program - Community, Culture and Recreation Infrastructure Stream

\*\* Canadian Heritage Canada Cultural Spaces Fund



## 1.1.7. References:

Not applicable, as directed by Deputy CAO.

To view letters of support please Addendum Z-1 to Z-12

## 2.0. PROJECT INFORMATION

### 2.1 Project Description

#### ***Makwa Waakaa'igan Project Vision***

Makwa Waakaa'igan will be a place of cross-cultural Indigenous and non-Indigenous knowledge sharing in pursuit of the good life, *mino-bimaadiziwin*.

Makwa Waakaa'igan will:

- aspire to be a Centre of Excellence for the country - one that respects Chief Shingwauk's original vision and the history and significance of the Shingwauk Site;
- be a place where people from around the world will visit to learn and experience the history of Residential Schools, the culture of Indigenous peoples in Canada, and the work of the Children of Shingwauk Alumni Residential School Survivors to ensure their truth is told;
- welcome international, national and local cultural and spiritual teachings as part of our commitment to creating a safe, welcoming and inclusive place for cross-cultural sharing, teaching, learning and healing.

#### ***Meaning of Makwa Waakaa'igan***

The name [Makwa Waakaa'igan](#), in Anishinaabemowin translates to “Bear’s place”. The name Makwa Waakaa'igan was given to this place of learning and healing through ceremony and in recognition of this very significant work. In Anishinaabemowin, Makwa, the bear, is a carrier of medicine, and as such a healer, was given to this project through a spiritual ceremony, prior to the building's design competition. To the seven Anishinaabe clans, Makwa, the Bear, is a medicine carrier, protector, and healer of mind, body and spirit. It refers to a new building that AU plans to build to accommodate this unique approach to learning and healing. The University is committed to ensuring that the significance of this name will be reflected throughout the project's functional design.

#### **Overview**

The purpose for the Makwa Waakaa'igan project is to establish a nationally recognized, centre of cultural excellence facility attached to the original, historic Shingwauk Hall building. This includes the construction of a new building to support a broad range of programming, currently under development that will be implemented in this new facility. [Addendum F](#) contains the Architect's Project Summary and Design Illustrations, which provide a graphic illustration of the project concept.



The University's current aging East Wing is a single floor with limited classroom and archival space (8,070 sq.ft). The new, three level facility (38,540 sq.ft) is a significant incremental improvement that will replace the East Wing of Algoma University and academically, will offer an intuitive bridge between the preservation of local Indigenous history and the teachings derived from this research.

The new facility is comprised of the following focus spaces, described by use:

- cross cultural and ceremonial spaces (exhibits, large and medium indoor gathering spaces, and visitor's service centre hosting international, national and local gatherings, symposia and conferences);
- interactive learning/community, cross cultural teaching spaces and facilities, library, archive, and research space;
- The first phase of the Ontario Mental Health and Addictions Research and Training Institute (OMHARTI) (3rd floor) developed and delivered in partnership between Northern Ontario School of Medicine (NOSMU) and Algoma University.
- ancillary building spaces (washrooms, wiring closets, storage, mechanical room, etc.);
- outdoor Indigenous ceremonial space and gardens;
- circulation space; and,
- space for other support services.

This includes six community spaces, which range in size from 40 to 80 person rooms and generally prioritizes community space over all other ancillary space (i.e., meeting rooms/offices).

This new facility will feature teaching and learning spaces designed to support cross cultural pedagogy, multi-world view approaches to teaching and learning at Algoma University, transitioning a single floor wing of the campus to a three-floor facility with added community space, a traditional ceremony space, cross-cultural teaching design and modern archival and exhibition spaces. The third floor will be the inaugural physical home-base for the OMHARTI Institute which is being designed to respond to the urgent needs in Northern Ontario's system of mental illness and addictions and is further described below.

This added space is expected to create at least 11 new jobs for local Indigenous people enhancing and advancing the work that the Children of Shingwauk Alumni Association has led and continues to guide on the Shingwauk Site for decades. Makwa Wakaa'igan will be home to a growing archival collection and newly installed, museum quality exhibits that have been created within the former residential school. The use of technology and newly designed spaces will significantly improve our ability to showcase and promote Indigenous teachings, cross cultural understanding, enhance and improve access to unique educational and personal experiential learning opportunities for local, regional and global audiences of all ages. The collections, archives, and documented lived experiences of survivors are critical in truth telling leading to reconciliation. Educational and interactive experience creates benefits for the region and particularly for Indigenous communities to create an Indigenous tourism asset here in Sault Ste. Marie for the tens of thousands of visitors that will step into the building each year



### **Purpose Built:**

This project is being undertaken to:

- enhance archival and research space for local Indigenous history;
- establish a true ceremonial space on campus;
- integrate Indigenous culture into student life (not just the history but with teachings for the future);
- create a unique space at the University that honours Indigenous-led teachings and gatherings, to showcase Indigenous art; and,
- to house the Ontario Mental Health and Addictions Research Institute (OMHARTI) delivered through a partnership between Northern Ontario School of Medicine (NOSM) and Algoma University locally (3rd floor).

In addition, this facility will further enhance the cross cultural sharing, teaching, learning and healing in the Algoma District and throughout Canada; particularly as it relates to the legacy of Indian Residential Schools, the undertakings of the [Truth and Reconciliation Commission \(TRC\)](#), its final report and calls to action.

Specific unique features of this facility include:

- ***The Ontario Mental Health and Addictions Research and Training Institute*** - a dedicated space on the 3rd floor for the partnership between NOSM University and Algoma University to develop and provide a holistic, culturally appropriate Mental Health and Addictions Research and Training Institute (“the Institute”). The Institute, **as further described below**, integrates multi-world views and cross-cultural approaches with Western knowledge and teachings to enhance current training, research and community leadership capacity within the province and the communities.
- ***A Snoezelen Room*** - a specialized room with a variety of equipment to create a multi-sensory environment that helps stimulate or relax all human senses. These facilities are used for a variety of purposes including therapy, research and development.
- A significant ***Class “A” Archive and Library*** - over one-third of the first floor will house a new, state-of-the-art, Class A storage and archive facility. This Class A designation will allow for industry standard climate controls to be implemented to support proper care of collections, so they are not damaged by changes in temperatures and humidity. There will also be a sacred storage space for culturally appropriate storage. The new facility will also have a recording studio to preserve oral histories and dedicated archival processing spaces for staff, including an isolated space for new donations to be accepted.
- ***Space for Residential School Survivors*** - The Shingwauk Residential Schools Centre has a long history of being open to the public, communities, and families. This will be enhanced by providing dedicated archival viewing space for families and includes reflection spaces for anyone needing quiet space for viewing Residential School records. The new space will be centered around the Survivor community while also supporting more traditional archival researchers, such as academic specialists. The archives will also be made available



to visitors, community groups and site tours. As part of our ongoing operational plan, new policies/procedures are being developed to address the growth in this exhibition space. This includes additional archiving, loans, accessing procedures and digitization controls.

- ***Exhibition space throughout the common areas and Atrium*** - to continue to expand on the considerable work of the Shingwauk Residential Schools Centre, the history of this land as well as the future of Indigenous art and culture, there will be exhibition space that stretches across the building. The exhibition will aspire to include rotating art exhibitions from regional Indigenous artists, printmaking workshops, audio guided tours of the space and site, multi-lingual exhibitions throughout the space and site (English, Cree, Anishinaabemowin), large scale community murals by Indigenous artists (see Project of Heart” national commemoration wall).
- ***Six unique community learning and cultural spaces*** - important to the purpose of this build, six new community spaces will embrace cross cultural teachings and gatherings. This space will be available for all members of the community, especially underrepresented groups, not-for-profits, cultural events, ceremonies and gatherings.
- ***A rooftop garden and ceremonial space*** - a dedicated space incorporating nature into traditional Indigenous ceremonies. The open circle space allows for culturally appropriate gatherings and ceremonies to occur on the second-floor rooftop. This space will possess many uses, including ceremony, outdoor art displays, outdoor learning space, community gathering space, natural medicine gardens and contemplation areas.

This space has been identified as a critical need by the Children of Shingwauk Alumni Association for large community gatherings. It is our intent that this outdoor space will also be available for all community groups and visitors.

- ***A monument dedicated to preserving the Crying Rock*** - “The Crying Rock”, which has tremendous cultural significance, centers around a story shared by Daisy Kostus (née Diamond), a Survivor of the Shingwauk Residential School. The preservation of this rock and its story is extremely important to Truth and Reconciliation for this country. The rock is a place where young homesick students safely cried/reflected when they missed their families.
- ***Smudging anytime, anywhere*** - A specialized HVAC system is included which will allow for smudging to occur in all community spaces within the building, at any time. This flexibility is critical for Elders and community groups during ceremonies and gatherings, and the specialized HVAC system minimizes risk of allergic reactions and sensitivities in adjacent spaces.

### **Makwa Waakaa'igan Detailed Project Description**

[\*\*Addendum G\*\*](#) (AU Project Concept) and [\*\*Addendum H\*\*](#) (Architect's Final Presentation) provide a more detailed and graphic description of the project.

[\*\*Addendum I\*\*](#) (AU Approved Project Budget) and [\*\*Addendum J\*\*](#) (Architect Consultant's Class C Cost Estimates) provide the costing details for the project overall.

The following is further information and background about the Makwa Waakaa'igan project's design and development including:

- Community Consultation & Engagement

- 
- Design and Development Considerations
  - Key Programming Areas and Activities
  - NOSM-AU Mental Health & Addictions Research and Training Institute

### ***Community Consultation & Engagement***

Algoma University (AU) and the Shingwauk Residential Schools Centre conducted significant community consultations on the design and project development of Makwa Waakaa'igan.

These consultations occurred June 2019 to February 2020 throughout the concept phase at five separate engagements to provide an opportunity for robust discussion and feedback from both the Elders of the Residential School Survivor community, local Indigenous leadership, Indigenous scholars and Algoma University staff.

During this process, AU also engaged the services of an Indigenous architectural firm (Two Row), as well as Indigenous and cultural consultants, to assist the consultation process.

An internal project team including representation from across the University, Survivor community, and spiritual/cultural advisers worked from February 2020 to February 2021 to develop a comprehensive document reflective of the feedback from the consultation and discussions.

Key Indigenous partners who participated in the consultation process have included:

- Children of Shingwauk Alumni Association,
- Shingwauk Residential Schools Centre,
- Shingwauk Education Trust,
- Shingwauk Kinoomaage Gamig,
- Shingwauk Anishinaabe Students' Association.
- Anishinaabe Peoples Council (APC)

[Addendum K](#) provides an overview of these organizations and other relevant information.

[Addenda L-1 to L-5](#) are copies of agreements between a number of these organizations that align and support this project.

### ***Design and Development Considerations***

Makwa Waakaa'igan is a significant building and development project for Algoma University, providing needed space to teach truth, cross-cultural learning, and most importantly, for healing and reconciliation.

The University recently completed a Campus Master Plan - a living document designed as a road map to guide the University's growth and infrastructure development over the 5-10 years. The Master Plan takes into account projects like Makwa Waakaa'igan and serves as a guide for all future development. (refer to [Addendum M](#))

While this description provides highlights, linkages and connections to this project, it is recommended that this project be considered in the context of the campus master plan in its entirety.



The Campus Master Plan's Vision notes that Algoma University:

- offers a transformative education through a student-centered approach to teaching and learning;
- will work together with the city, the community, and all partners entrusted to care for our unique site to promote a safe, inclusive, and welcoming environment that facilitates research and education excellence, and creativity;
- acts as a catalyst for change within the City of Sault Ste. Marie, our campus evolves to create dynamic, resilient, and accessible spaces that celebrate the legacy and purpose of the land it occupies.
- The Campus Master Plan and Makwa Waakaa'igan project are guided by the following six principles:
  1. *A Campus that Aligns with the Original Vision for Land* - The campus should positively contribute to the University Special Mission's realization and reflect Anishinaabe principles of living responsibly within our environment.
  2. *A Multicultural and Welcoming and Inclusive Campus* - The campus should respond to the diversity of Algoma University and create a destination that is inviting, open and accessible to all.
  3. *A Vibrant Campus* - The University should become a catalyst for change within the City by creating designs that prioritize functional, aesthetically pleasant and safe spaces.
  4. *A Resilient Campus* - Buildings and spaces within the University campus should incorporate a high level of sustainable design practices and foster resiliency.
  5. *A Connected Campus with a Strong Sense of Identity* - All of the campus elements should support a sense of place and create a unique environment that enhances the University identity while improving inter-connectivity within all campus components, and connections with the surrounding community and the City.
  6. *Campus that Fosters Academic, Research and Creative Excellence* - The campus should foster Algoma University's mission of becoming a place of academic and research excellence.

### ***Award Winning Design***

In 2021, the Children of Shingwauk Alumni Association and Algoma University held a design competition for the *Makwa Waakaa'igan Indigenous Centre of Cultural Excellence*, which will be erected next to Shingwauk Hall. It is envisioned as a place for truth-telling, healing, teaching and learning, cultural preservation and transformation. AU's project concept document found in [Addendum G](#) was provided to competing architects to serve as a reference for their design work.

The successful design team selected was Moriyama & Teshima Architects and Smoke Architecture, who aspire to design a campus gateway that will embody the promise that reconciliation can be achieved and foster universal principles of respect toward one another and the planet.

Programmatically, it will combine archival, library, and exhibition space with spaces for sacred



ceremony, a teaching kitchen and greenhouse, classroom and lecture/recital hall space, and offices.

Moriyama & Teshima Architects and Smoke Architecture Makwa Waakaa'igan project design won the [2022 Canadian Architect Award of Excellence](#). [Addendum H](#) is the architect's design development presentation submitted to the University in the Fall of 2022.

At the World Architecture Festival held last October in Lisbon, the Makwa Waakaa'igan design was one of 20 WAFX awards announced for 2022. The World Architecture Festival (WAF) is the world's largest festival and live awards competition dedicated to celebrating and sharing architectural excellence from across the globe. The Makwa Waakaa'igan design competed against 420 short-listed international projects. To date, this project has won six architectural design awards.

[Addendum F](#) is the architect's project summary with design illustrations.

## **Key Facility Activities**

This project is the construction of a building that will serve a number of functions and activities consistent with the project's vision and the CDF's objectives. Refer to [Addenda F - H](#). Page 12-14 of [Addendum H](#) are floor plan designs for facility levels 1 through 3. The plans show in a colour-coded key where the following physical activities will be located in the Makwa Waakaa'igan facility:

- Cultural and Ceremonial Spaces
- Interactive Learning and Instructional
- Library and Archives
- Administrative and Departmental
- Student Facilities
- Ancillary Spaces
- Circulation

***Cultural and Ceremonial Space*** - these activities will principally occur on the facility's first level.

- Flexible spaces for:
  - multiple uses by multiple users (small group, large group – occupancy -150) e.g cultural events and forums, Residential School gatherings (multi-generational), sharing circles, workshops, interactive sessions;
  - musical, theatrical and artistic performances and teaching (should be capable adjusting the room size – flexible space);
  - ceremonial space (indoor and outdoor);
- Capable of holding and/or supporting events and conferences;
- Includes having technology throughout the building to support virtual delivery, web, audio visual recordings and display areas;
- Community space for traditional food preparation and harvesting;
- Culturally appropriate spaces for traditional knowledge keepers, Elders and multigenerational guests (e.g., elementary school groups);



These would be spaces that are safe and welcoming to diverse views - a place for community dialogue on important issues (e.g., racism).

***Interactive Learning and Education*** – these activities will occur on all three floors of the Facility.

- The facility will include:
  - Historic photograph displays of images of the Shingwauk site;
  - Visiting Indigenous artist residencies;
  - Exhibitions of historical and contemporary Indigenous material culture, including beadwork, quillwork, textile work, etc.
- Thematic exhibitions of Residential School photography (sports, buildings, student-centered, etc.);
- Exhibitions of historical and contemporary art of Residential School Survivors and emerging regional Indigenous and non-Indigenous artists;
- Rotating travelling exhibitions focused on Residential Schools and Indigenous communities including: 100 Years of Loss, We Were Children, Waniskahtan, the Witness Blanket, Footprints, and others;
- Gallery areas where art can be displayed, including (for example):
  - the Jesse Agawa collection, Carl Beam – the first Indigenous artist to have his work purchased by the National Gallery of Canada, original artwork by Norval Morrisseau;
  - space for current students to display art is also important;
- University and Residential School archival collections space (on first level):
  - for archival collections, processing and climate-controlled storage space. This space will be necessary to ensure greater accessibility to an interactive experience;
  - to learn about and research Indigenous history and culture.

*Note:* The archives\* of the SRSC will require specialized space for proper archival storage and climate control \* e.g., archived copies of frequently used materials such as: photo albums of Residential School images, Residential School attendance records, etc.;

- Space for visiting researchers, large tables for viewing material, allowing visitors to sit with the family to look at images together;
- Touch screen stations to allow visitors to interact with digitized records (photographs, documents, audio, video, self-scanning/digitization area etc.);
- Display cases for cultural and archival material;
- Technology will be required throughout to serve as a tool and connection to the 21<sup>st</sup> century providing solutions for long term sustainability. The technology for this project must support the digitization of archival information, artifacts in all mediums and provide options for future facing technology to bring the work of Makwa Waakaa'igan to the global stage.



### ***Academic Programming, Research and Innovation***

The culturally reflective, formal and informal learning spaces are designed with accessibility, flexibility and fluidity in mind to foster an environment of collaboration and engagement. The use of technology, open concept and adaptable spaces support and encourage innovation, accessible research facilities, performance and gallery spaces, student spaces, flex rooms, collaborative spaces, ideas “sandboxes”.

Technology is essential, and will be accessible, adaptable, and user-friendly. Furnishing will support flexible and culturally responsive classrooms. Firmly grounded on this site, academic clusters and learning opportunities will draw scholars and learners from the region, from all across Canada, and from around the world. Programming may include but not limited to the following:

- SRSC archives - research and knowledge transfer;
- SRSC archives - study (community-based as well as formal academic);
- Research and study focus;
- Healing from the legacy of trauma, including a Snoezelen room;
- Mental health, wellness, addiction;
- Global Indigenous studies;
- New academic programs and degrees (undergraduate and master's);
- Teaching/learning about traditional knowledge;
- A potential home for the ‘Centre for Social, Cultural and Economic Innovation’;
- Cultural knowledge - art, performance, storytelling;
- Community-based research.

### ***NOSM-AU Mental Health & Addictions Research and Training Institute***

Algoma University, in collaboration with the Northern Ontario School of Medicine University (NOSMU), Toronto Metropolitan University (medical school), and other community partners and mental health and wellness providers, plan to establish and accommodate a Mental Health and Addictions Research and Training Institute (“the Institute”) at the Shingwauk site. The Institute aligns with and complements the goal and objectives of the Makwa Waakaa'igan project.

It is being developed, in part, to be a model for the Timmins and Brampton campuses. It will provide holistic, culturally appropriate health and wellness care, which integrates multi-world views, cross-cultural approaches with Western knowledge and indigenous teachings to enhance current training, research and community leadership capacity within the province and the communities.

The Institute will respond to the crisis in Ontario’s system of mental illness and addictions services and supports through a focused and holistic approach to:

- treatment and prevention;
- development of innovative educational programs to adequately train current and future generations of healthcare and medical workers;
- building evidence-informed, comprehensive research to support social determinants of a health-based system of prevention, treatment, and healing.



The Institute will focus on three broad strategic goals:

- improving care for patients, families, and communities;
- enhancing interdisciplinary mental illness education and training programs;
- expanding addictions and mental health research that is informed in treating trauma-related mental health illness through cross-cultural approaches and multi-world views including what we are learning from community wellness in local and global Indigenous communities.

Ultimately, the Institute will deliver on the vision of “*minoeyawin*” – good spirit, physical health, and emotional and psychological well-being for all. The Institute will advance evidence-informed, holistic, and inclusive cross-sectoral health and wellness programs that span the life cycle for all peoples in identified locations, promoting a pathway to living “*mino bimaadiziwin*” (the good life), through the integration of Indigenous knowledge and western science. The Institute aligns with and directly supports the overarching vision for this project.

#### *Physical Space*

The Institute will be accommodated on the third level of the Makwa Waakaa’igan facility. It will be approximately 1664 ft.<sup>2</sup> (155 m.<sup>2</sup>) of health and medical space.

[\*\*Addendum L-1\*\*](#) Confirmation of Collaboration Agreement between the Northern Ontario School of Medicine and Algoma University.

## **2.2. Objectives**

Makwa Waakaa’igan has three broad objectives that form part of the vision for this project:

- to aspire to be a Centre of Excellence for the country - one that respects Chief Shingwauk’s original vision and the history and significance of the Shingwauk Site;
- to be a place where people from around the world will visit to learn and experience the history of Residential Schools, the culture of Indigenous peoples in Canada and the work of the Children of Shingwauk Alumni Residential School Survivors to ensure their truth is told;
- to welcome international, national and local cultural and spiritual teachings as part of our commitment to creating a safe, welcoming and inclusive place for cross-cultural sharing, teaching, learning and healing.

How these project objectives will be realized are described in detail in the preceding (Section 2.1) of this application.

This is a unique, world-class undertaking. The building design and the integration of educational, cultural, social and health related programming together create the opportunity, environment conditions and place for sharing, teaching, learning and healing.

## **2.3. Performance Targets**

In basic terms, this is a construction project to create a place for sharing, teaching, learning and healing. As such its performance targets align with project milestones. The following is a table which summarizes the key milestones/project targets. Algoma University has retained a private



project management firm, Colliers Project Leaders, to ensure the project meets the targets noted. For more detailed information please refer to [\*\*Addendum N\*\*](#) Collier's Master Project Schedule.

Project Milestones	# of Days	Timing	
		Start	End
1. Project Initiation	46 days	2023-03-24	2023-05-30
2. Procurements	325 days	2022-09-19	2025-07-17
3. Design	179 days	2022-09-27	2023-06-16
4. Construction Documents	175 days	2023-06-19	2024-03-01
5. Site Plan Approval Process	165 days	2023-07-21	2024-03-15
6. Permitting	45 days	2024-01-11	2024-03-15
7. Construction	618 days	2024-07-23	2026-05-22
8. Furniture Fixtures & Equipment	730 days	2023-04-24	2026-06-05
9. Move Management	190 days	2025-10-25	2026-07-03

## 2.4. Impacts and Limitations of Project

### Project Impacts

In broad terms, the Makwa Waakaa'igan will have a diverse range of positive impacts on the following:

- **Society:** supporting Canada's commitment to truth and reconciliation;
- **Education and Health:** creating a safe, welcoming, and inclusive place for cross-cultural sharing, teaching, learning and healing;
- **Heritage and Culture:** further recognition of the significance of the unique Indigenous history of the land and inhabitants of this area;
- **Algoma University** as an academic institution; and,
- **Sault Ste. Marie**, that will be benefiting as the host city for this unique project and growing university.

This section of the application provides a description of the comprehensive set of activities that will be supported by the construction of the Makwa Waakaa'igan facility. All will have a far reaching impact on a broad range of "communities" in particular, Sault Ste. Marie. Section (2.4) of this application also addresses the economic and community benefits of the project, including its implications for economic growth and diversification.

### *Impacts on Society, Heritage, Culture, Education and Health*

[\*\*Addendum O-2\*\*](#) identifies the Makwa Waakaa'igan communities of interest. These are communities that will be positively impacted by (i.e. benefit from) this project. The addendum



describes the type and extent of the impacts to these communities. [\*\*Addendum B\*\*](#) provides the historical context and significance for the potential impacts resulting from this Project.

[\*\*Addendum K\*\*](#) describes the local organizations supporting this project and the potential impacts it will have in fulfilling their respective mandates and missions. This addendum also describes the leadership impact that AU can offer by undertaking this project in support of truth and reconciliation. Senator Murray Sinclair, Chair of the TRC and frequent visitor to the Shingwauk (AU) site recognized the efforts of the University, noting that it has a strong role to play in showing the way to reconciliation to ensure that the Survivors in this community (are) involved in what this institution does.

#### ***Impacts on Algoma University as an Academic Institution***

The Makwa Waakaa'igan project is strategically important to AU and directly impacts the University's growth and development. This is reflected in the following Algoma University planning and development documents:

- 2021-2023 AU Strategic Plan Extension
- 2020 Campus Master Plan
- 2021-2026 AU Academic Plan

[\*\*Addendum P-1 and P-2\*\*](#) describe the Project's impact, alignment and support for AU's strategic Plan.

[\*\*Addendum Q-1\*\*](#) describes the Project's impact, alignment and support for the 2020 Campus Master Plan.

[\*\*Addendum R-1 and R-2\*\*](#) describe the Project's impact, alignment and support for 2021-2026 AU Academic Plan.

From the University's operational perspective, the University's East wing is aging. This project will replace this wing and associated facilities. It will enable the University to avoid the costs and risks of deferred maintenance and provide additional space and capacity for program growth at the University.

#### ***Impacts on Sault Ste. Marie and Area***

The Project aligns with the 2017-2037 "***Future Sault Ste. Marie***" Community Strategic Plan. Future Sault Ste. Marie includes a set of priority goals. The following highlights those goals and how they align with this Project:

- **Promoting our community:**
  - This Project will profile and promote Sault Ste. Marie as a cross cultural centre of excellence and a leader in reconciliation of the community's and country's legacy of Residential Schools.
  - The Makwa Waakaa'igan Project's design and programming will attract visitors, academics and those who desire to be at a place of "sharing, healing and learning".

- 
- **Refocusing economic and community development:**
    - This project leverages the City's history in First Nation education, historically strategic location, its University growing national profile and Canada's Truth and Reconciliation efforts to establish a world-class centre of excellence and institution focussed on cross cultural sharing, healing and learning.
  - **Building our labour force:**
    - In summary, the Present Value economic benefit of the Makwa Waakaa'igan Project is estimated to be **54.3 million** over a 10-year period from FY 2023 to FY 2033 This will include direct, indirect and induced effects to income and spending in the region. Once complete the project will generate \$7.98 million in annual income, which is the equivalent of supporting **147 jobs**.
  - **Growing our post-secondary institutions:**
    - This will be a \$43 million investment in the growth of the University and will significantly increase its operational capacity and programming.
  - **Invite immigration and welcome newcomers**
    - The University already attracts and welcomes students and professors from 50 different countries.
    - This Project and the University will continue to be one of the drivers of immigration into the community by creating a safe place to excel.
  - **Advance Indigenous relationships and improve community well-being**
    - AU's mandate, Special Mission and this Project focus on the needs of Northern Ontario and cultivate cross-cultural learning between Indigenous and non-Indigenous communities, through "sharing, healing, teaching and learning.". The campus in Sault Ste. Marie, located on the site of the former Shingwauk Indian Residential School, provides a unique and historically rich setting for cross-cultural learning in which Anishinaabe (First Nation, Métis, and Inuit), Canadian, and international students learn from one another in a spirit of friendship and respect while advancing efforts to address truth, healing and reconciliation.

The Makwa Waakaa'igan Project also aligns with and supports the **Growth Plan for Northern Ontario** and its supporting policies as outlined in [Addendum S](#).

### ***Project Limitations***

Both the project's impacts and limitations are dependent on two primary factors:

- Resources – the financial capacity that the University will have to execute the project as proposed.
- People – the extent to which the University can foster a special sense of place that creates the environment and conditions that encourage and cultivate cross-cultural learning between Indigenous and non-Indigenous communities, through "sharing, healing, teaching and learning – once the facility has been constructed as proposed.



## 2.5. Methodology and timing (including key dates for progress reports and final report to Council \*)

In terms of methodology and timing, this project will proceed like any traditional construction project. As financing is being secured engineering, planning and preparation are already underway.

Project Milestones	# of Days	Timing	
		Start	End
1. Project Initiation	46 days	2023-03-24	2023-05-30
2. Procurements	325 days	2022-09-19	2025-07-17
3. Design	179 days	2022-09-27	2023-06-16
4. Construction Documents	175 days	2023-06-19	2024-03-01
5. Site Plan Approval Process	165 days	2023-07-21	2024-03-15
6. Permitting	45 days	2024-01-11	2024-03-15
7. Construction	618 days	2024-07-23	2026-05-22
8. Furniture Fixtures & Equipment	730 days	2023-04-24	2026-06-05
9. Move Management	190 days	2025-10-25	2026-07-03

*\* Note: Should the City council and/or staff wish to receive progress reports and a final report on the project, AU would be pleased to provide either, in writing or in the form of a formal presentation.*

*If approved, Members of the AU Project Team will work with City and staff to identify the timing for these progress reports and their content.*

[\*\*Addendum N\*\*](#) provides a more detailed description of project timing.

As mentioned, a project management firm (Colliers Project Leaders) has been engaged to support and manage the project on behalf of the University and reports directly to the Vice President Finance and Operations (VPFO).

AU also has an internal project management team. [\*\*Addendum T\*\*](#) describes AU's Project Governance and Management Framework for the Project. It identifies key individuals and positions in their respective organizations.

## 2.0 COSTS AND FINANCING

### 2.1. Detailed project costs

Below is a project cost summary. [\*\*Addendum I\*\*](#) is the detailed Makwa Waakaa'igan Approved Budget approved by the AU Board of Governors.



<u>Project Cost Category</u>	<u>Total Project Costs</u>
Construction/Renovation	\$28,780,000
Consultant Fees	5,635,000
Permits & Fees	485,000
Occupancy and Owner's Costs	625,000
Furniture, Fixtures and Equipment	5,550,000
Other Contingencies	800,000
HST @ 3.41%	1,427,938
<b>TOTAL</b>	<b>\$43,302,938</b>

Project costs have been verified for accuracy, completeness and reasonableness to the extent possible at this stage. The Cost Management Report ([Addendum J](#)) referenced below provides these details. Cost management will be an ongoing process throughout the Project.

Project procurement is just commencing so a comprehensive list of quotes for goods and services to be procured is not available at this time.

#### ***Cost Management Report***

In December 2022, the Project architect (Moriyama & Teshima Architects) received a cost management report from BTY (entitled, "Cost Management Report, Algoma Makwa Waakaa'igan Cultural Centre, Class C Estimate") that they had commissioned BTY to do on behalf of the University. BTY is an international, privately-owned, independent consultancy with expertise in a broad range of Construction Financing Reviews with award winning due diligence for Risk Management, Budget and Schedule Reviews.

The purpose of the report was to provide a realistic estimate of the Project cost based on the information available at the time of writing. The report also provided financial analysis and recommendations on the following: construction costs; cost reconciliation; project schedule & escalation; pricing; risk mitigation; and contingencies. This information has been reviewed and incorporated into project plans as appropriate.



## 2. 2. Financing arrangements (e.g., equity, loans, etc.) and funding partners

The following table is a list of contributing partners, their financial contribution and funding status as of June 22, 2023.

Funding Source	Cost Category	Financing Type	Total Project Costs	Funding Status
Applicant	Facility construction	Cash	\$19,702,938	Confirmed
NOHFC	Facility construction	Conditional Contribution	\$5,000,000	Pending
ICIP *	Facility construction	Conditional Contribution	\$13,000,000	Confirmed
Canadian Heritage **	Facility construction	Conditional Contribution	\$5,000,000	Pending
SSM EDF	Facility construction	Conditional Contribution	\$600,000	Pending Under review
<b>TOTAL</b>			<b>\$43,302,938</b>	

\* Investing In Canada Infrastructure Program - Community, Culture and Recreation Infrastructure Stream

\*\* Canadian Heritage Canada Cultural Spaces Fund

## 2.3. In-kind contributions

In-kind contributions to this project have come from a variety of sources primarily through the engagement of a variety of local, regional and national organizations. This engagement has come in the form of advice, partnerships, formal agreements with key organizations on matters related to Makwa Waakaa'igan, and as evidenced by the enclosed letters of support.

### Key Advisors:

Key Indigenous partners who have advised AU in the development of this project and who will continue to be engaged in the development of Makwa Waakaa'igan programming include the following:

- Children of Shingwauk Alumni Association
- Shingwauk Residential Schools Centre
- Shingwauk Kinoomaage Gamig
- Shingwauk Anishinaabe Students' Association.
- Anishinaabe Peoples Council (ACP)

Addendum K provides an overview for many of these local organizations and other relevant information.

Other organizations that have provided support and direction include:

- Oshki-Wenjack Education Institute;
- Omushkego Education- Mushkegowuk Council; and,
- Payukotayno First Nation



## Formal Agreements

These in-kind contributions are reflected agreements with organizations who will be engaged in some form of Makwa Waakaa'igan programming. The following is a list of these organizations, the titles of each agreement and a reference to the relevant addendum, where each agreement can be found.

- [Addendum L-1](#): AU and the Northern Ontario School of Medicine (NOSM) Addendum and Confirmation of Collaboration Agreement
- [Addendum L-2](#): 2018 Addendum to the Covenant between AU and Shingwauk Kinoomaage Gamig (SKG)
- [Addendum L-3a](#): Articles of Agreement between Children of Shingwauk Alumni Association (CSAA) and AU
- [Addendum L-3b](#): CSAA - Guiding Circle (underlying concept supporting CSAA and AU agreement)
- [Addendum L-4](#): Algoma University and National Centre for Truth and Reconciliation (NCTR), University of Manitoba - Records Sharing Agreement in relation to the Indian Residential Schools Settlement Agreement and Truth and Reconciliation Commission (TRC)
- [Addendum L-5](#): MOU between Shingwauk Residential Schools Centre ("SRSC") - AU and the University of British Columbia Indian Residential School History and Dialogue Centre (UBC\_IRSHDC) final signed October 2020

## Letters of Support:

<a href="#"><u>Addendum Z-1</u></a>	Algoma District School Board
<a href="#"><u>Addendum Z-2</u></a>	Batchewana First Nation of Ojibways
<a href="#"><u>Addendum Z-3</u></a>	City of Sault Ste. Marie
<a href="#"><u>Addendum Z-4</u></a>	Indian Friendship Centre
<a href="#"><u>Addendum Z-5</u></a>	International Coalition of Sites of Conscience (ICSC)
<a href="#"><u>Addendum Z-6</u></a>	Indian Residential School History and Dialogue Centre
<a href="#"><u>Addendum Z-7</u></a>	Indigenous Tourism Ontario Support Letter
<a href="#"><u>Addendum Z-8</u></a>	Mattagami First Nation
<a href="#"><u>Addendum Z-9</u></a>	National Centre for Truth and Reconciliation (NCTR)
<a href="#"><u>Addendum Z-10</u></a>	NOSMU
<a href="#"><u>Addendum Z-11</u></a>	Shingwauk Kinoomaage Gamig
<a href="#"><u>Addendum Z-12</u></a>	Destination Northern Ontario (DNO)

## 2.4. Balance, Financial Statements, Cash flow projections (historical and projected)

Please refer to [Addendum U](#) for the University's Financial Statement for 2021 and 2022.



## **2.5. Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.**

### **Demonstrated Need**

This \$43 million project is a substantial undertaking for Algoma University, and 45% of the capital costs are being financed by the University.

In spite of having weathered the financial impacts of the COVID-19 Pandemic on enrolment and increased project costs, the University has committed to make a substantial financial commitment in advancing national, provincial and community goals and objectives with this project. While the funding request to the CDF-EDP is modest relative to the support provided by other levels of government, the City's support is targeted in fulfilling objectives identified in the community's strategic plan and demonstrating its commitment to supporting the University, First Nations and Residential School Survivors.

The \$600,000 requested will assist the facility in promoting Indigenous history, art and culture by:

- ***Creating exhibition space featuring:***
  - the considerable work of the Shingwauk Residential Schools Centre
  - the history of this land as well as the future of Indigenous art and culture

The exhibition will aspire to include rotating art exhibitions from regional Indigenous artists, printmaking workshops, audio guided tours of the space and site, multi-lingual exhibitions throughout the space and site (English, Cree, Anishinaabemowin)
- ***Building six unique community learning and cultural spaces*** - embracing cross cultural teachings and gatherings. This space will be available for all members of the community, especially underrepresented groups, not-for-profits, cultural events, ceremonies and gatherings.
- ***A rooftop garden and ceremonial space*** - a dedicated space incorporating nature into traditional Indigenous ceremonies. The open circle space allows for culturally appropriate gatherings and ceremonies to occur on the second-floor rooftop. This space will possess many uses, including ceremony, outdoor art displays, outdoor learning space, community gathering space, natural medicine gardens and contemplation areas.
- ***Promoting and marketing the Indigenous heritage and cultural significance*** of this area and the Makwa Waakaa'igan to stakeholders including First Nations, Residential School Survivors and the public as a safe, welcoming and inclusive place for cross-cultural sharing, teaching, learning and healing.

This request for financial assistance is to support the University's undertaking to make the facility and by extension Sault Ste. Marie a welcoming and inclusive destination for all people to participate in cross-cultural sharing, teaching, learning and healing. Without the City's financial assistance, AU will be unable to achieve the range expected outcomes for the objectives noted.

AU is currently working on an MOU with Indigenous Tourism Ontario to partner in developing marketing promotion strategies as it relates to this project.



AU has also explored other relevant funding programs. [\*\*Addendum W\*\*](#) is a summary of this analysis. It determined that this project is either ineligible or does not align with the funding criteria for these programs.

## **2.6 Supporting Documentation and Applications to Other Government Assistance Programs**

Please find enclosed a list of supporting documentation and applications that are addenda to this application.

- **Applications to Other Government Assistance Programs**

[Addendum V-1](#) Investing in Canada Infrastructure Program Community, Culture and Recreation Infrastructure Stream: Commitment Letter

[Addendum V-2](#) Canadian Heritage Canada Cultural application

[Addendum V-3](#) Northern Ontario Heritage Fund Corporation Community Enhancement Program Application

## **3.0 Economic Benefits**

### **Economic and Community Benefits**

Makwa Waakaa'igan Project strategic economic development project that will result in job creation and increased tax assessment through direct indirect and induced economic effects. As evidence of this conclusion, [Lightcast](#) - a leading economic and labour analytics firm recently prepared a report entitled, [Economic Impact of Algoma University's Makwa Waakaa'igan Project](#). An Executive Summary can be found in [Addendum X](#). The following are highlights of that report and other relevant strategic economic benefits.

There are tangible short and long term outcomes and socio-economic benefits described throughout this funding application.

In terms of the broader strategic economic and community benefits, this Project offers the prospect of significantly contributing to the mitigation of the long-term social, economic and health costs caused by Residential Schools and their tragic legacy. These costs have impacted Canadian society yet are borne by our First Nation people and communities.

When the vision for Makwa Waakaa'igan project is fully realized as planned, this Project will offer the potential to be a tangible, positive legacy and evidence of this country's, province's and community's commitment to help address the Indian Residential School legacy and the associated truth and reconciliation process.

It will also fulfill AU's Special Mission achieved by supporting the creation of a place of "sharing, healing and learning". A mandate reflected in provincial legislation.

This project also aligns with the aspirations and needs of the various northern and Indigenous communities it serves:

- 
- It is identified as priority project in the University's current strategic plan, campus plan and academic plan; and,
  - It is critical University infrastructure and a facility necessary for the growth of the institution and by extension the Sault Ste. Marie community.

### **3.1 Description of how the project promotes economic growth and diversification.**

#### ***Building Human and Community Capacity***

This is a unique Community Development Fund application. Fundamentally, this Project targets and positively addresses underlying systemic and historical issues that have negatively impacted the Indigenous people of Northern Ontario and surrounding jurisdictions for decades to come. These underlying issues have significantly contributed to hindering and limiting economic growth and diversification opportunities of First Nation people and communities.

Algoma University's Makwa Waakaa'igan Project vision to be a special place for cross-cultural sharing, teaching, learning and healing aligns with Chief Shingwauk's historic vision for the education of Anishinaabe on the site of the University. In doing so, the facility and programming provides an opportunity to improve health, welfare and resilience; thereby building human and community capacity to be able to pursue economic growth and diversification opportunities.

#### ***Creating a National Centre of Cultural Excellence***

The Project goal is to establish a nationally recognized, centre of cultural excellence. Having this facility in Sault Ste. Marie will attract academics, educators, researchers, students and visitors to the community that it would not ordinarily be here. The community is uniquely placed to contribute to Canada's ongoing commitment to truth and reconciliation.x

By having this facility here in Sault Ste. Marie, the opportunity exists for AU and this community to be leaders in significantly advancing the health and welfare of all people and communities throughout this region and country. And in doing so, the project will improve the economic competitiveness of the community and region by helping overcome the legacy impacts of Residential Schools.

The Makwa Waakaa'igan Project promotes economic growth and diversification by supporting a strategic, collective effort on the part of many stakeholders to create a special, safe, and welcoming place, where cross-cultural sharing, teaching, learning and healing can occur.

This represents a different approach to economic growth and diversification where research, education, innovation, healthcare, social and cultural development combine to make Algoma University and Sault Ste. Marie a destination and gathering place where legacy economic and social costs can be reduced and new economic development opportunities can be developed.

As described previously, it advances community and economic development strategies and creates a new economic engine for Sault Ste. Marie. This engine is predicated on creating a special place, where cross-cultural sharing, teaching, learning, and healing can occur. It includes infrastructure development, labour development, enhanced promotion and marketing activities, research and strategy development. This is a **key performance target** for the Community Development Fund - Economic Development Program.



## Economic Impact Analysis of the Makwa Waakaa'igan Project

[Lightcast](#), a leading global labour and economic analytics firm, prepared a labour and economic impacts (benefits) forecast report in May 2023 for the Makwa Waakaa'igan Project (refer to [Addendum X](#)). In broad **qualitative** terms Lightcast's economic analysis concluded the following:

- The Project's initial capital investment will create short-run spending impacts and new capacities for AU. These new capacities will allow AU to better serve additional students that it would otherwise not be able to serve.
- The Makwa Waakaa'igan Project will create 11 new jobs for additional faculty and staff and will attract visitors from outside the region through Indigenous and Educational tourism.
- Additionally, this AU project will attract more students to the region and retain students in the region who would have left, positively impacting the regional economy through the students' spending.
- This will provide a steady stream of long-run spending impacts year after year.
- Lastly, students who would otherwise not have been served, as they graduate, will generate long-run benefits within the region.
- In summary, the Present Value economic benefit of the Makwa Waakaa'igan Project is estimated to be **\$54.3 million** over a 10-year period from FY 2023 to FY 2033. This includes direct, indirect, and induced effects to new income and spending in the region. Once completed, the project will generate \$7.98 million in annual income, which is the equivalent of supporting **147 jobs**. This is also equivalent to adding \$196.9 million in added sales to the region.

Lightcast further summarized the economic impacts in more detailed, **quantitative** terms:

\* (For definitions of the economic terms referenced in this section please refer [Addendum X](#) pg.6)

- **Total short-run (FY 2023 to FY 2025) economic impacts are \$55.8 million:**
  - direct expenditures for the construction of the Project: **\$43.3 million**
  - indirect\* and induced\* impacts (income) generated by the injection of \$43.3 million into the economy, present value\* (PV): **\$12.5 million**.
- **Total long-run (FY 2023 to FY 2033) economic impacts (PV) are: \$54.3 million.**

○ direct operations spending:	\$ 6.4 million
○ visitor spending impacts:	\$12.0 million
○ student spending impacts:	\$ 6.5 million
○ alumni impacts:	\$16.8 million
- **See 3.4 below for projected total long-run (ongoing) annual income and employment impacts.**



### 3.4 Projected job creation

In terms of Lightcast's analysis the total long-run (ongoing) **annual income and employment impacts are: \$7.98 million annually which is the equivalent to supporting 147 new jobs** based on calculating the multiplier effect (combination of direct, indirect and induced effects) for this Project.

- Multiplier effects due to operations spending: \$.938 million = 6 jobs annually
- Multiplier effects due to visitor spending: \$1.4 million = 51 jobs
- Multiplier effects due to student spending: \$.839 million = 19 jobs
- Multiplier effects due to alumni impacts: \$4.8 million = 71 jobs

It should be noted that **11 new University staff positions** will be created as a result of this project. These positions will be sustainable, wealth generating jobs focused on the creation of new services that are driven by external market demands. This is a key performance target for the Community Development Fund - Economic Development Program.

#### 3.4.1 Potential for tax assessment increase

Universities in Ontario are exempt from paying municipal property taxes. However, the Province of Ontario sets a specific rate that Ontario municipalities may levy as a payment in lieu of property taxes for specified public institutions, including colleges and universities. The Province of Ontario currently sets a rate for "payments in lieu of taxes" at \$75 for each full time student in post-secondary colleges and universities per year. These rates have not changed since 1987.

An increase in City's net tax revenue resulting directly from this project is limited, though the building of an archival centre for housing residential school documents and materials and the anticipated draw of tourism to the area as a result is expected to have indirect benefits that go far beyond the direct benefits from a growth in student population.

From a tax revenue standpoint, the Municipality will more significantly benefit from new tax revenue resulting from new residential and commercial development growth generated from an increase in university staff employed at the Makwa Waakaa'igan facility and additional students participating in the facility's programs. This tax assessment growth will be as a result of direct, indirect and induced effect of annual income growth and new employment of \$7.98 million.

#### 3.4.2 Other economic and community benefits

Section 2.4 - *Impacts and Limitations of Project* and the Introduction of Section 3.0 include description of both economic and community benefits and impacts resulting from this project.

## 4.0 COMMUNITY BENEFITS

Section 2.4 - Impacts and Limitations of Project and the Section 3.0 Introduction include descriptions of both economic and community benefits and impacts resulting from this project.



As described in previous parts this application, this project is being undertaken by the University to:

- enhance archival and research space for local Indigenous history;
- establish a true ceremonial space on campus;
- integrate Indigenous culture into student life (not just the history but with teachings for the future);
- create a unique space at the University that honours Indigenous-led teachings and gatherings, to showcase Indigenous art; and,
- to house the Northern Ontario School of Medicine (NOSMU) locally and focus on mental health and addictions training for future physicians of Northern Ontario.

A significant by-product of this project are the positive social, health and economic benefits to a range of communities throughout the region and country.

#### **4.1 How the project complements other local initiatives**

This Project complements and supports:

- specific, community goals and objectives in the [Future Sault Ste. Marie](#) Strategic Plan;
- NOSM plans to build education and healthcare capacity in Sault Ste. Marie;
- The undertakings and initiatives of the following local organizations:
  - Children of Shingwauk Alumni Association
  - Shingwauk Residential Schools Centre
  - Shingwauk Kinoomaage Gamig
  - Shingwauk Anishinaabe Students' Association.
  - Anishinaabe Peoples Council (ACP)
  - Algoma District School Board
  - Batchewana First Nation of Ojibways
  - Indian Friendship Centre

#### **4.2 Impact on the Community as a Whole**

In Section 2.4 - *Impacts and Limitations of Project* of this application, there is a fulsome description of the impacts. The following are summary and highlights of the positive impacts of the projects as a whole.

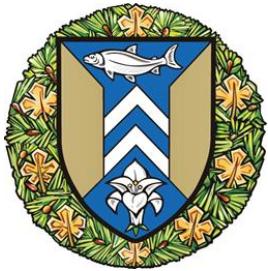
##### **Short Term (< 0-3 years)**

- Direct, indirect and induced employment and associated economic activity resulting from a \$43 million construction project in the Municipality.
- Construction of a much needed educational facility for a growing Northern Ontario's University.
- The creation of a safe, welcoming and inclusive place for cross-cultural sharing, teaching, learning and healing from the Residential School legacy by the affected Indigenous people in the country.



### **Long Term (from the present and into the foreseeable future)**

- The Makwa Waakaa'igan Teaching and Learning Centre will create new jobs for additional faculty and staff and will attract visitors from outside the region through indigenous and educational tourism programming.
- Additionally, AU will attract more students to the region and retain students in the region who would have left, positively impacting the regional economy through the students' spending.



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

### C O U N C I L   R E P O R T

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services

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

DEPARTMENT: Community Development and Enterprise Services

RE: Gateway Property Development – Parcel One Sale

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#### Purpose

The purpose of this report is to seek Council approval to enter into an Agreement of Purchase and Sale with 1188004 Ontario Inc. (The Holding Company, SIS Group) for the sale of a portion of the Gateway Site.

#### Background

SIS Group plans to purchase a portion of the Gateway site and create a new commercial development that would complement the existing Canal District site. This development would appeal to local residents and tourists visiting the community and include the following components:

- Automotive Museum
- Deli and Restaurant
- Event Space
- Recreation activities
- Butterfly Emporium

It is also the developer's intention to construct an acknowledgement to Indigenous people on the property.

The project concept is designed to be an exciting addition to the Canal District and will complement the existing boardwalk, Sault Ste. Marie Canal National Historic Site and Agawa Canyon Train Station. In total, the project will represent over 35,000 square feet of tourism and community event space. Attachment A – 'Preliminary Design Concept Gateway Parcel One' provides preliminary, conceptual design images for the development.

## Gateway Property Development – Parcel One Sale

October 10, 2023

Page 2.

Attachment B – ‘Gateway\_Areas\_Legal\_Final’ provides an overview of the property being sold (Parcel One) and the two remaining parcels on the Gateway property. The total area of Parcel One is 2.49 hectares (6.15 acres).

### **Analysis**

The proposed development will be a positive addition to the community and development for the Gateway site. The economic impact can be evaluated based on two primary metrics: tax assessment and job creation. Tax assessment is based entirely on MPAC’s valuation of the building and property. A development of this size will provide significant tax revenue to the City.

SIS Group has indicated there will be up to 100 new jobs created as a result of this development between the restaurant, recreation amenities, event space and museum. Using estimates for construction and job creation of 100 retail trade positions, the Northern Policy Institute Economic Impact Calculator indicates that this investment would generate \$16,530,000 of (direct, indirect and induced) income (GDP) in Algoma and 139 (direct, indirect and induced) full-year equivalent jobs. It should be noted that the jobs would be anticipated to ramp up as operations permit.

From a tourism standpoint, the proposed development complements tourism efforts to increase visitor options and increase the length of stay in the community. The new development will complement the existing operations across the street at the Canal District and will help to animate the waterfront and Hub Trail in this area.

From a community standpoint, the development will also have a positive impact on quality of life providing another option for residents to enjoy activities year-round and increase visitation in the downtown and along the waterfront. The facility will provide much needed activities for families and youth in the city and, specifically, the downtown core.

The Agreement of Purchase and Sale contains the following relevant clauses:

- (a) As the Gateway Site is a brownfield site, the Agreement of Purchase and Sale provides a 45 day due diligence and conditional period to complete environmental studies/testing regarding Parcel One and satisfy the buyer regarding the condition of Parcel One. If not satisfied with respect to such matters within the Conditional Period, SIS Group may terminate the Agreement. Thereafter, the buyer accepts the Property “as is where is”;
- (b) SIS Group will convey a “Service Corridor Easement” over Parcel One to ensure services can be installed to facilitate the development of the remaining Gateway Site Lands;
- (c) SIS Group shall commence construction of the buildings pursuant to Attachment A (or similar renderings) within three (3) years of the Closing Date;

Gateway Property Development – Parcel One Sale

October 10, 2023

Page 3.

- (d) Keeping with its duty to disclose, the City warrants that it has provided full disclosure of all information it has in its possession regarding the environmental condition of Parcel One, failing which the City shall indemnify and hold the buyer harmless from any losses resulting from any failure to disclose such information;
- (e) If the buyer is required to dispose of contaminated soil/material from Parcel One within the time period commencing the closing date and ending four (4) years thereafter, the City shall permit the buyer to dispose of up to 3,000 metric tonnes of contaminated soil/material from Parcel One at no charge at the City's landfill located at Fifth Line, so long as it is tested in accordance with the City's Procedures applicable at the time and found useable and acceptable by the City; and
- (f) The buyer shall be responsible for the costs of the Reference Plan to denote Parcel One and Easements necessary for the Purchaser. The City shall be responsible for the Reference Plan costs as it relates to any easements required by the City.

**Financial Implications**

The immediate financial implication would be the sale of a portion of the Gateway site for the sum of \$200,000. A consideration for establishing the sale price of the property is the environmental condition of the land as a brownfield site. There will be ongoing assessment revenue to the City for the development and the benefit of increased direct and indirect economic impact through job creation.

**Strategic Plan / Policy Impact / Climate Impact**

The development supports the Corporate Strategic Plan focus area of Community Development and Partnerships – Maximizing Economic Development and Community Investment.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services and the Assistant City Solicitor/Senior Litigation Counsel dated October 10, 2023 concerning the sale of a portion of the Gateway property be received and that the City owned property described as being Area One of the Gateway property which is PIN 31577-0024, Part of Pin 31577-0044 and Part of PIN 31577-0019 for a total 2.49 hectares shown in Attachment "B" to this report, be declared surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land to 1188004 Ontario Inc. for the amount of \$200,000;

Further that Council authorize the survey costs for the easements required by the City;

Further that the proceeds from the sale be placed in a Gateway Property Reserve and committed for any future costs related to the development of the remaining Gateway property.

Gateway Property Development – Parcel One Sale

October 10, 2023

Page 4.

The relevant By-law 2023-163 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

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)

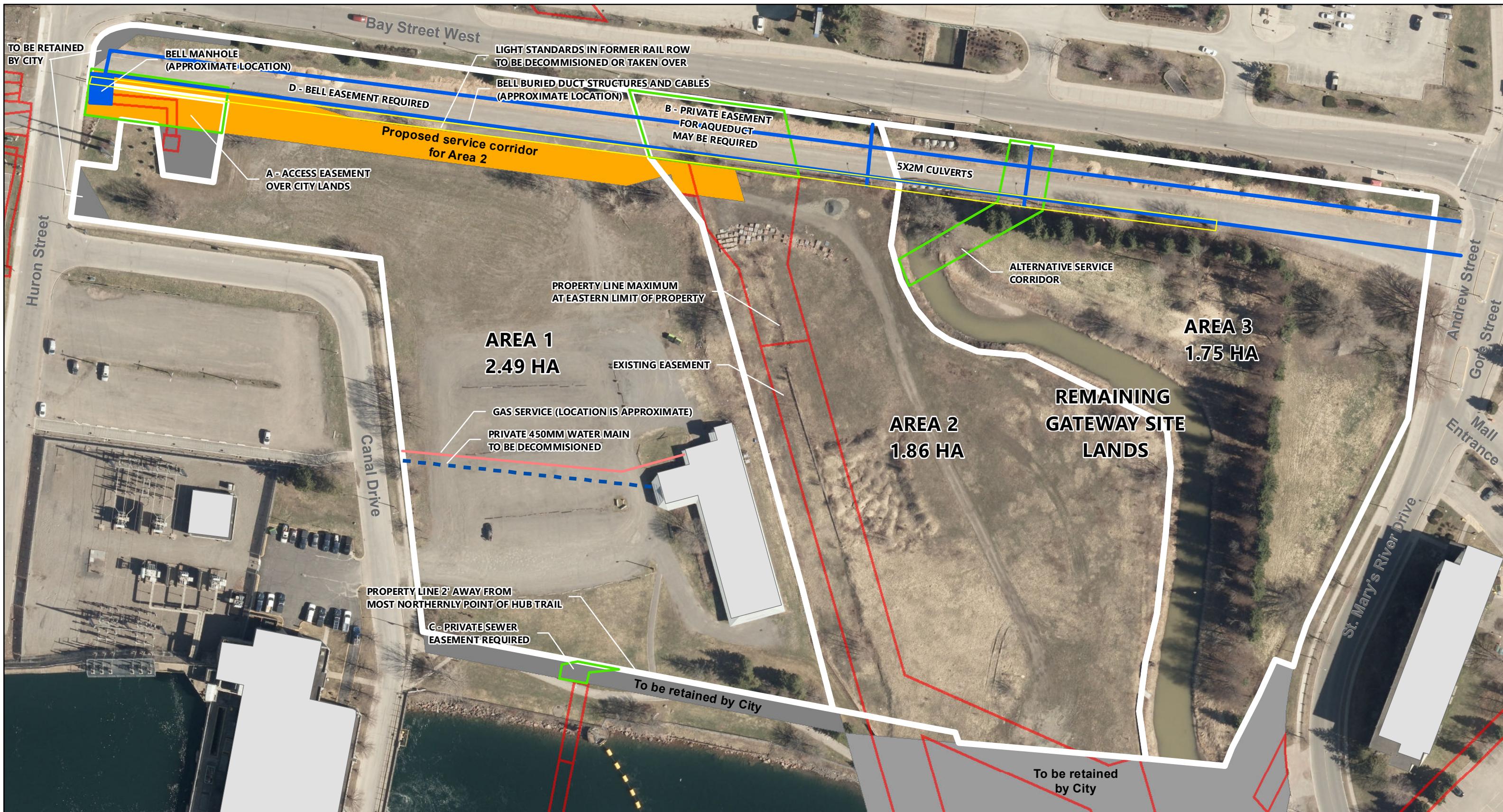
and

Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel

705-759-5403

[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)



## Proposed Gateway Site Schedule A

Total Area: 5.23 ha

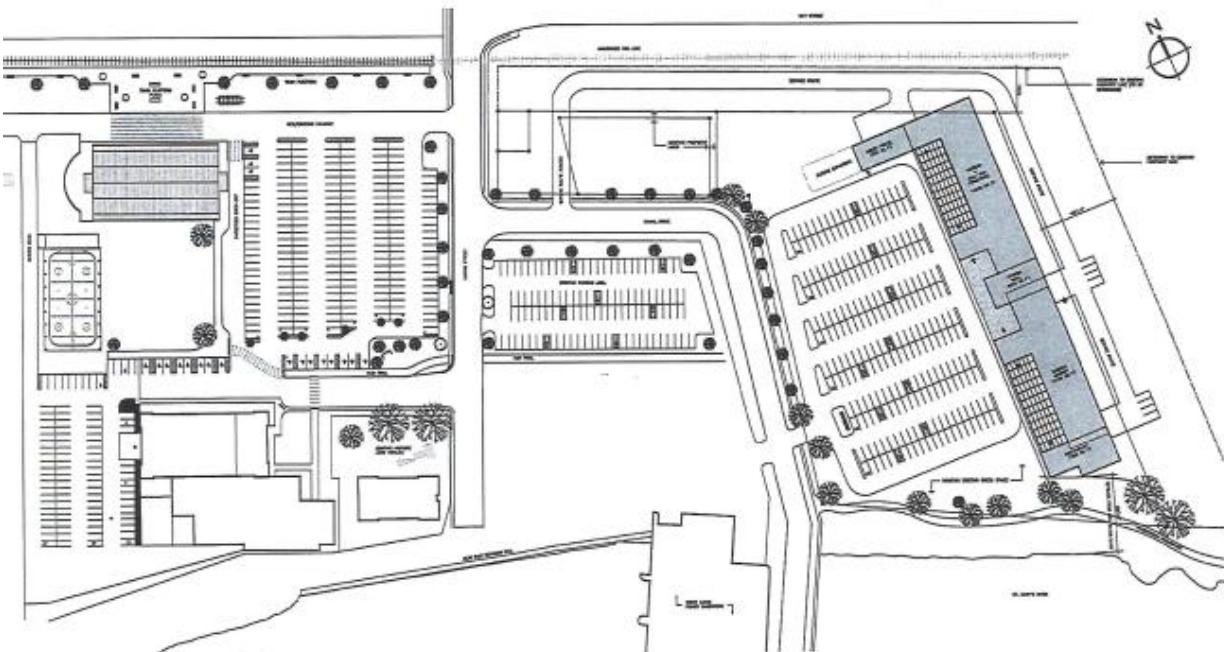
- Proposed Easement
- Existing Easement
- Lands to be Retained by City

Areas 1, 2 & 3 are subject to:  
 AL1235767, AL1235787, LT12658, LT12946, LT136132,  
 LT136132E, LT223319, T21117, T257670, T257670B,  
 T257670E, T367943, T404968.

50 m



**Attachment A – Preliminary Design Concept – Parcel One Gateway Property Development**





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

### C O U N C I L   R E P O R T

October 10, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Peter Tonazzo, MCIP, RPP, Director of Planning  
DEPARTMENT: Community Development and Enterprise Services  
RE: Building Faster Fund – Assigned Housing Target and  
Provincial Task Force Recommendations

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#### Purpose

This report recommends that Council:

- Commit to the provincially assigned housing target of 1,500 new housing starts between 2022 and 2031.
- Agree in principle with the staff recommendations (support or oppose) on the 74 recommendations of the Provincial Housing Affordability Task Force (HAFT) and the ranking of the top 5 recommendations of the HAFT.

#### Background

At last month's Association of Municipalities of Ontario (AMO) Conference, the Province announced the \$1.2 billion Building Faster Fund, which is intended to support municipalities in achieving the Province's goal of building 1.5 million homes by 2031.

On June 16, 2023, the Province wrote to Mayor Shoemaker requesting the City demonstrate its commitment to accelerate housing supply by developing a Municipal housing pledge. The deadline for developing the housing pledge is December 15, 2023.

On August 22, 2023 the Province wrote to Mayor Shoemaker indicating the City has been assigned a target of 1,500 new homes by 2031. In order to be eligible for the Building Faster Fund, the Mayor is required to commit to meeting this provincially assigned target by October 15, 2023.

On September 15, 2023, the Province requested written responses from the Mayor, either in support or opposition, to the 74 HAFT recommendations. The deadline to respond is October 16, 2023.

The aforementioned communications from the Province are attached to this report.

# Building Faster Fund – Assigned Housing Target and Provincial Task Force

## Recommendations

October 10, 2023

Page 2.

Failure to agree with the provincially assigned target, respond to the 74 HAFT recommendations or develop a housing pledge by the stated deadlines disqualifies the Municipality from accessing the Building Faster Fund.

It is noted that based upon Provincial correspondence, agreeing to the Municipal Housing Target seems to be tied to impending ‘Strong Mayor Powers’ legislation, which is beyond the scope of this report.

## Analysis

### Building Faster Fund

The Building Faster Fund is a \$1.2 billion, 3-year fund intended to help facilitate the Province’s goal of constructing 1.5 million new homes by 2031. According to the Province, “*funding from the Building Faster Fund can be directed toward housing-enabling infrastructure and other related costs that support community growth. Eligible expenses will be determined following consultations between the Province, the Association of Municipalities of Ontario, the City of Toronto and the Housing Supply Action Plan Implementation Team.*”

The amount of available funding is based on the City’s assigned share of the 1.5 million new homes, which is 1,500 or 0.1%. Therefore, the City is eligible to receive 0.1% of the \$1.2 billion fund. Funding is further based upon the City’s ability to achieve or surpass the assigned target.

### Potential Funding for Sault Ste. Marie

Performance Against the Assigned Target	SSM Annual Payments (x3)	SSM Total
80% of target	\$320,000	\$960,000
90% of target	\$360,000	\$1,080,000
<b>100% of Target</b>	<b>\$400,000</b>	<b>\$1,200,000</b>
105% of Target	\$440,000	\$1,320,000
110% of Target	\$480,000	\$1,440,000

### Provincially Assigned Housing Target

The Province has assigned Sault Ste. Marie with the target of 1,500 new housing starts from 2022 to 2031, an average of 167 new housing starts per year over that timeframe. Up to the drafting of this report, staff have not received a response to a series of questions that were posed to the Province seeking clarity on a number of matters, including:

- Definition of ‘housing start’ – It is noted that CMHC defines a housing start to be when the foundation is completed.
- Whether or not supportive housing units (i.e. Nursing home units) and subsidized affordable units will count towards the target?
- The methodology utilized to derive the 1,500 unit housing target.

Building Faster Fund – Assigned Housing Target and Provincial Task Force Recommendations  
October 10, 2023  
Page 3.



Source: Statistics Canada, Table 34-1000148-01

As outlined in the table above, 2022 was a significant year for new housing starts, well above the 167 new dwelling unit average assigned by the Province. Previous years have been well below the assigned target average; however, based upon current consultations as well as future programs to accelerate new housing starts, staff is optimistic the assigned housing target can be achieved.

Therefore, it is recommended that Council commit to meet this target.

**Provincial Housing Affordability Task Force Recommendations (Attached)**

On February 8, 2022 the Ontario Housing Affordability Task Force released their final report<sup>1</sup>, which included a series of recommendations to realise an ‘ambitious but achievable’ target of 1.5 million new homes built by 2031.

The Province has requested that by October 16, the Head of Council respond with a position (support or oppose) on all 74 recommendations, provide comments on any of the recommendations, and prioritize the top 5 recommendations.

The attached chart was circulated to various relevant City Staff. Staff are generally agreeable or cautiously supportive of the majority of recommendations, subject to additional clarity to fully understand local impacts. The attached table, also identifies the top 5 HAFT recommendations.

<sup>1</sup> [Report of the Ontario Housing Affordability Task Force](#)

### Housing Pledge

The Housing Pledge outlines the actions the City will take to facilitate the construction of more dwelling units. This will be communicated through the Housing Action Plan. Planning staff will be undertaking public consultation on the Housing Action Plan and a number of initiatives within the Plan, commencing in early November, with a final draft to be presented to Council for approval on December 11<sup>th</sup> 2023.

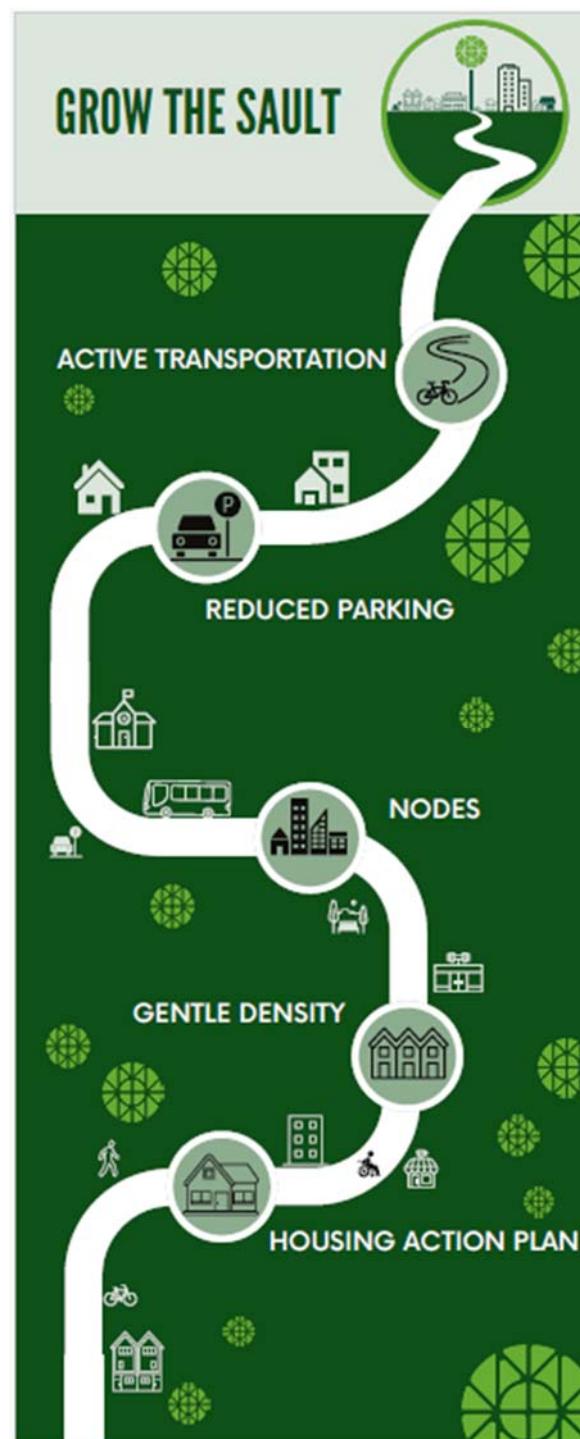
The public consultation will include a number of projects aimed at facilitating residential growth, more specifically:

#### **1. Housing Action Plan**

The Plan will outline the various actions the City will undertake to accelerate new housing starts. In addition to some of the actions briefly described below, the plan will also establish various incentives such as rebating municipal fees (application fees, landfill tipping fees, etc.), tax increment equivalent grants, per door grants and feasibility study grants. The various financial incentives will be implemented through a Community Improvement Plan (CIP). In addition to the Building Faster Fund, staff has also applied to CMHC's Housing Accelerator Fund. It is anticipated the specific incentive programs will be brought to Council for approval in early 2024, once available funding is confirmed.

#### **2. Nodes**

The nodes project is fundamental and represents a significant step towards 'growing the city from within' and achieving complete neighbourhoods.



## Building Faster Fund – Assigned Housing Target and Provincial Task Force

### Recommendations

October 10, 2023

Page 5.

This project consists of identifying existing and future development nodes and directing higher density development to these areas. Existing nodes are generally defined as areas within a safe walkable distance of commercial amenities (such as grocery stores) and large-scale activity hubs (such as post secondary institutions and employment uses). Future nodes include areas that may have various elements of an existing node, but land use gaps exist, such as a lack of commercial services near higher density residential areas or vice versa.

Nodes will represent ‘strategic growth areas’ and development in nodes will have access to more lucrative incentives, greater regulatory flexibility and larger parking reductions.

### **3. Regulatory Flexibility (Gentle Density)**

This includes permitting higher density and more types of dwelling units in more zones, as a matter of right.

### **4. Reduced Parking Requirements**

Planning staff is undertaking a review with the overall goal of reducing all minimum parking requirements, which will facilitate higher development densities and unlock additional development potential within existing developments. Part of this project also includes a comprehensive review of public parking in the Downtown, along with a potential recommendation of eliminating all minimum parking requirements in the downtown.

### **5. Official Plan Amendment to current Affordable Housing Policies**

Amending the current Official Plan approach to affordable housing is a critical and early step to increase local housing supply.

In addition to the aforementioned projects, there are other initiatives that are currently underway, which are anticipated to be brought to Council in early 2024, including:

#### **1. New Official Plan Project**

In April 2022, Council endorsed the Draft Official Plan for the purpose of submitting it to the Province for preliminary comments. The Draft OP was submitted on April 17, 2022 and on July 7 of this year staff received a letter from the Ministry of Municipal Affairs and Housing stating that the Municipality should proceed with the formal process of Council adoption and submission to the Province for final approval, without the benefit of preliminary Provincial comments.

Staff are awaiting approval of a new Provincial Planning (formerly ‘Policy’) Statement (PPS), which is currently under review. Given the OP needs to be consistent with the PPS, and that any Provincial modifications to the

Draft OP cannot be appealed, it is prudent to await the approval of the new PPS before finalizing the Draft OP and submitting to the Province for final approval.

## **2. Identifying Vacant or Underdeveloped Lands**

A project is currently underway to identify vacant or underdeveloped lands and rezone them to facilitate appropriate residential development or other development that fills identified land use gaps. This project will include private and publicly owned lands. A review of publicly owned lands will be prioritized earlier in the process, with the goal of pre-zoning and declaring them surplus.

## **3. Active Transportation Master Plan**

Staff is working with a consultant to create an Active Transportation Master Plan (Soo Moves!) to facilitate the overall goal of creating complete neighbourhoods and increasing the active transportation network.

### **Financial Implications**

As previously stated, committing to the Province's assigned Local Housing Target and submitting written positions on the HATF recommendations are prerequisites to access the Building Faster Fund. Therefore, approval of the recommendations are required steps in accessing this funding.

### **Strategic Plan / Policy Impact / Climate Impact**

This report is not directly linked to any policies within the current Corporate Strategic Plan and does not have any direct climate impacts.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the Report of the Director of Planning, dated October 10, 2023 concerning the Building Faster Fund, assigned Local Housing Target and Ontario Housing Affordability Task Force Recommendations be received and that Council:

- Commit to the Province's assigned Local Housing Target of constructing 1,500 new homes between 2022 and 2031; and
- Submit the attached chart, which outlines Staff's recommended positions on the 74 recommendations of the Ontario Housing Affordability Task Force (HATF) and ranks the top five HATF recommendations.

Respectfully submitted,

Peter Tonazzo, MCIP, RPP  
Director of Planning  
705.759.2780  
[p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto (Ontario) M7A 2J3  
Tél. : 416 585-7000



Ontario

234-2023-3202

June 16, 2023

Your Worship  
Mayor Matthew Shoemaker  
City of Sault Ste. Marie  
[mayor.shoemaker@cityssm.on.ca](mailto:mayor.shoemaker@cityssm.on.ca)

Dear Mayor Shoemaker:

**Subject: Municipal Housing Pledges and Targets**

Our government is committed to bold and transformative action in order to tackle Ontario's housing supply crisis and reach our goal of building 1.5 million homes by 2031. We recognize that municipalities are critical partners in achieving this goal, and it is in that spirit that I am writing to you today.

While many municipalities have taken significant steps to increase their local housing supply, Ontario needs an unprecedented amount of new homes to meet current and anticipated demand. You may be aware that in Fall 2022, our government requested Municipal Housing Pledges for 29 of Ontario's largest and fastest-growing municipalities. To reach the goal of 1.5 million homes built by 2031, Ontario will need municipalities across the province to do their part in providing homes for future population growth.

Today, I am asking the City of Sault Ste. Marie to demonstrate its commitment to accelerate housing supply by:

- Identifying a locally appropriate Housing Target (i.e., new housing units) to meet current and future housing needs in your municipality to 2031; and
- developing a Municipal Housing Pledge to increase and accelerate housing supply.

Municipalities are critical partners to help us get more homes built faster. Our intention in requesting a housing pledge is that it will be approved by municipal councils and help codify Council's commitment to their target. A Municipal Housing Pledge would set out a Municipal Housing target to 2031, and the strategies and actions that your municipality will take to accelerate housing development.

.../2

As the province and municipalities work together to deliver on a commitment to build 1.5 million new homes by 2031, these pledges are critical to coordinate our efforts across governments. Please see the attachment to this letter for additional information on how to develop a Municipal Housing Pledge

Our government will work with you to address potential policy and implementation barriers as you develop your pledges. I encourage you to send any questions to Andrew Carr, Team Lead, Ministry of Municipal Affairs and Housing, at [Andrew.Carr@Ontario.ca](mailto:Andrew.Carr@Ontario.ca). The deadline for submitting your Housing Target and Housing Pledge is December 15, 2023.

I look forward to working with you to meet our shared commitments and help build the homes Ontarians need and deserve.

Sincerely,



Steve Clark  
Minister

c: The Honourable Nina Tangri, Associate Minister of Housing  
Ryan Amato, Chief of Staff, Minister's Office  
Martha Greenberg, Deputy Minister  
Sean Fraser, Assistant Deputy Minister, Planning and Growth Division  
Joshua Paul, Assistant Deputy Minister, Housing Division  
Ross Romano, MPP Sault Ste. Marie

## **Info Sheet: Considerations in Developing Municipal Housing Pledge**

The pledge is not intended to be a land-use planning document, and its development should not require external technical expertise. The format and language used in the pledge should be accessible to the general public. The pledge is intended to be approved by municipal councils and should help codify Council's commitment to meeting their municipal housing target.

Municipalities can leverage new and existing policy tools as they develop housing pledges and work towards their housing targets.

Below is a non-exhaustive list of potential strategies and actions that municipalities may include in developing their housing pledges. There may be additional opportunities based on local circumstances and the Province is interested in hearing about those ideas and creative solutions.

- Strategies to encourage and promote gentle intensification to enable and expedite additional residential units in existing residential areas
- Outline ways in which funding under provincial programs, such as the Streamline Development Approval Fund (SDAF) or Municipal Modernization Program (MMP), has been used to streamline existing municipal development approval processes
- Information on municipal development approval timelines and whether municipalities are being appealed for non-decisions
- Identify potential measures where current lack of infrastructure capacity (e.g., water/wastewater servicing) may limit future housing development
- Strategies to use municipal surplus lands
- Commitment to plan for, fund, and approve (where applicable) specific critical municipal infrastructure to support growth and new housing (e.g., water, wastewater, transit etc.), which may include expanded capacity as well as fully new facilities/assets
- Priorities for strategic and site-specific planning decisions to expedite housing in priority areas (e.g., around transit stations and in transit-serviced areas)
- Update zoning by-laws to permit a greater range of housing to be built without the need for costly and lengthy rezoning applications
- Municipalities may also consider existing tools such as the Community Infrastructure and Housing Accelerator, [Community Planning Permit System](#), Major Transit Station Areas, and Protected Major Transit Station Areas.

Below are some of the potential components of a municipal housing pledge. Municipalities are free to choose, alter, or add any new components that seem reasonable. Pledges can be represented in the form of plain text, tables, charts, maps, or a combination of them.

- Municipal Housing Target
- Planned and proposed Municipal Initiatives
- Initiative Owner and Additional Stakeholders
- Context and Description of How Initiative Accelerates Housing
- Number of units per initiative and housing type
- Considerations (Barriers, Implementation, Risks, etc.)
- Potential Mitigation Strategies and Proposal to Accelerate Housing
- Potential Reporting and Monitoring Measures

Municipal housing pledges are intended to be public documents and it's anticipated that municipalities will post them online.

Municipalities can contact Ministry staff with any questions and for clarification.

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17th Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

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234-2023-4596

September 15, 2023

Dear Head of Council,

**Subject: Responding to the Housing Affordability Task Force's Recommendations**

As you know, in February 2022, the Housing Affordability Task Force delivered [its final report](#) with recommendations to help Ontario tackle the housing supply crisis and build at least 1.5 million homes by 2031. Including sub-items and appendices, the Task Force made 74 unique recommendations. While Ontario has made progress in acting on these recommendations — with 23 implemented to date helping to achieve the highest level of housing starts in over three decades — as the province grows at incredible speed, all levels of government need to do more.

To bring the dream of home ownership into reach for more people, I have asked my ministry to renew its efforts to review and, where possible, implement the Task Force's remaining recommendations with minimal delay. As part of that review, I am asking for your position, as head of council, on all 74 recommendations, as well as for you to prioritize your top five recommendations for future consideration. For these top five priorities, this could include your advice to revisit the way a recommendation has been implemented up to this point (for example, the Task Force's recommendation to allow as-of-right zoning for four units on a single residential lot, compared to the province's current baseline of allowing three units as-of-right with the option for municipalities to adopt a higher density threshold if they choose), as well as how some of the recommendations could or should be implemented with amendments.

Accompanying this letter, you will find a chart containing the full list of 74 Task Force recommendations. Please fill in this chart, indicating whether you as the leader of your municipality support each recommendation. At the top of the chart, I ask that you rank the top five Task Force recommendations that you feel would be, or have been, the most useful in increasing housing supply in your community and across Ontario.

As we look to do more to solve the housing supply and affordability crisis together, it's important for the province to have a full understanding of our municipal partners' positions on these recommendations as quickly as possible. I ask that you **please return the completed chart to [housingsupply@ontario.ca](mailto:housingsupply@ontario.ca) no later than October 16, 2023.**

.../2

At the same time, we cannot afford to deploy resources or enable tools where they won't be used or optimized. Now more than ever, we need clarity about your views. As such, failing to return this chart completed in full by October 16, 2023 **will disqualify your municipality from being eligible for the province's new \$1.2 billion Building Faster Fund** that was announced at the Association of Municipalities of Ontario conference in August. To make this process easy and efficient for you, we have standardized the feedback form with very simple 'support' or 'oppose' options.

I look forward to continuing our work together to ensure that more people can afford a place to call home.

Sincerely,



The Hon. Paul Calandra  
Minister of Municipal Affairs and Housing

c: Hon. Rob Flack, Associate Minister of Housing  
Kirstin Jensen, Interim Chief of Staff, Minister's Office  
Martha Greenberg, Deputy Minister  
Joshua Paul, Assistant Deputy Minister, Market Housing Division  
Sean Fraser, Assistant Deputy Minister, Planning and Growth Division  
Caspar Hall, Assistant Deputy Minister, Local Government Division

Attachment:

List of 74 Housing Affordability Task Force (HATF) Recommendations for Response

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**234-2023-4155**

August 22, 2023

Your Worship  
Mayor Matthew Shoemaker  
City of Sault Ste. Marie  
[mayor.shoemaker@cityssm.on.ca](mailto:mayor.shoemaker@cityssm.on.ca)

Dear Mayor Shoemaker,

**Subject: Municipal Housing Pledges and Targets, Strong Mayor Powers and Building Faster Fund**

**City of Sault Ste. Marie: 1,500 Homes**

All levels of government play an important role in solving Ontario's housing crisis. That is why, on June 16<sup>th</sup> of this year, I asked the City of Sault Ste. Marie, along with 20 other municipalities, to demonstrate its commitment to accelerate housing supply by identifying a locally appropriate housing target (i.e., new housing units) to meet current and future housing needs to 2031; and to develop a Municipal Housing Pledge to increase and accelerate housing supply.

Further to my letter in June, the Ministry has now set a specific housing target for the City of Sault Ste. Marie of 1,500 new homes constructed in your community by 2031. I am asking you, as head of council, to respond in writing by October 15, 2023 confirming your commitment to meet this target.

To further support municipalities in delivering much-needed housing, the government will also extend **Strong Mayor** powers to the 21 municipalities with newly assigned housing targets, provided that the head of council has committed in writing to meet their provincially assigned target.

To be clear, I am still requesting that your Municipality prepare and submit to the Ministry a **Housing Pledge** by December 15, 2023 that showcases the strategies and actions that it will take in order to achieve the above housing target. I encourage you to

complete this critical work without delay to help build the homes Ontarians need and deserve.

To demonstrate the government's support as you work toward this goal, on August 21, 2023, Premier Ford announced the new Building Faster Fund, a new three-year-\$1.2 billion program to help municipalities meet or exceed the provincially assigned housing targets they have committed to achieve by 2031 as described in their housing pledge. The Building Faster Fund will provide up to \$400 million over three years of financial support for municipalities that can be directed toward housing-enabling infrastructure and related costs that support community growth.

Funding under the program will be based on two key criteria. First, each municipalities' potential share of the \$400 million annual allocation will be based on their target's share of the overall goal of 1.5 million homes in Ontario by 2031. Second, each municipalities' actual funding will be based on whether their annual housing performance is on track to meet its 2031 target. Municipalities on track to exceed their target based on annual housing performance will receive additional funding.

Ontario will be consulting with the Association of Municipalities of Ontario, the Housing Supply Action Plan Implementation Team, and the City of Toronto on the program design details of the Building Faster Fund, including eligible expenses and ways to track the progress of municipalities. Funding is anticipated to start in 2024-25 based on performance in 2023. I look forward to sharing more details in the near future.

Our government remains committed to addressing the policy and implementation barriers you may encounter as you develop your pledges. I encourage you to send any questions to Christina Thomas, the Ministry's Manager of Growth Planning, Data and Analysis, [Christina.Thomas@ontario.ca](mailto:Christina.Thomas@ontario.ca).

As Ontario grows, we need to build more homes. I look forward to your support in ensuring that everyone – newcomers, young families and seniors – can afford a place to call home.

Sincerely,



Steve Clark  
Minister  
Ministry of Municipal Affairs and Housing

C: Hon. Nina Tangri, Associate Minister of Housing  
Ross Romano, MPP Sault Ste. Marie  
Kirstin Jensen, Deputy Chief of Staff, Minister's Office

Martha Greenberg, Deputy Minister

Sean Fraser, Assistant Deputy Minister, Planning and Growth Division

Joshua Paul, Assistant Deputy Minister, Market Housing Division

Caspar Hall, Assistant Deputy Minister, Local Government Division

Rachel Tyczinski, Clerk, City of Sault Ste. Marie

Malcolm White, CAO, City of Sault Ste. Marie

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234-2023-4596

September 15, 2023

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To bring the dream of home ownership into reach for more people, I have asked my ministry to renew its efforts to review and, where possible, implement the Task Force's remaining recommendations with minimal delay. As part of that review, I am asking for your position, as head of council, on all 74 recommendations, as well as for you to prioritize your top five recommendations for future consideration. For these top five priorities, this could include your advice to revisit the way a recommendation has been implemented up to this point (for example, the Task Force's recommendation to allow as-of-right zoning for four units on a single residential lot, compared to the province's current baseline of allowing three units as-of-right with the option for municipalities to adopt a higher density threshold if they choose), as well as how some of the recommendations could or should be implemented with amendments.

Accompanying this letter, you will find a chart containing the full list of 74 Task Force recommendations. Please fill in this chart, indicating whether you as the leader of your municipality support each recommendation. At the top of the chart, I ask that you rank the top five Task Force recommendations that you feel would be, or have been, the most useful in increasing housing supply in your community and across Ontario.

As we look to do more to solve the housing supply and affordability crisis together, it's important for the province to have a full understanding of our municipal partners' positions on these recommendations as quickly as possible. I ask that you **please return the completed chart to [housingsupply@ontario.ca](mailto:housingsupply@ontario.ca) no later than October 16, 2023.**

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Sincerely,



The Hon. Paul Calandra  
Minister of Municipal Affairs and Housing

c: Hon. Rob Flack, Associate Minister of Housing  
Kirstin Jensen, Interim Chief of Staff, Minister's Office  
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Attachment:

List of 74 Housing Affordability Task Force (HATF) Recommendations for Response

**Attachment: List of 74 Housing Affordability Task Force (HATF) Recommendations for Response**

<b>Please identify the top 5 HATF recommendations that you support, and rationale / Comments</b>	
1.	#2 – Amend the Planning Act, PPS and Growth Plans to make growth in the full spectrum of housing supply and intensification within existing built-up areas as the most important residential housing priorities in the mandate and purpose.  This is important to clearly establish intensification and infill development within built-up areas as the policy priority. It would also help to place important boundaries around numerous other recommendations, especially those related to eliminating appeals.
2.	#50 – Provincial and Federal Loan Guarantees for purpose built rental, affordable rental and affordable ownership project.
3.	#53-55 – Increase funding to support post secondary education in trades, promote skilled trades and increase immigration points system for those with skilled trades.  A lack of skilled building tradespeople is a significant contributing factor to increased construction costs, and a barrier to building 1,500 new homes locally over the next 10 years.
4.	# 31 – Require appellants to promptly seek permission of the OLT and demonstrate that an appeal has merit, relying on evidence and expert reports, before it is accepted.  This has the potential to speed development throughout, on the condition that OLT is provided the proper resources so that leaves to appeal are responded to in a timely manner.
5.	#73 – Relocate provincial services outside of major population centres where land is considerably less expensive  This has the potential to benefit Sault Ste. Marie, where land costs are relatively cheaper than the GTA and overall housing costs are relatively cheaper. Furthermore, SSM has ample vacant land to accommodate additional growth and development.

<b>HATF Recommendation</b> <i>(Note: Bracketed numbers are per the numbering in the original Task Force report; numbering in the first column is for Ministry use)</i> <i>Recommendations with an asterisk * have been implemented</i>	<b>Support or Oppose</b> <i>(Mandatory Field – Please only mark with an 'X' as appropriate)</i>
1. 1) Set a goal of building 1.5 million new homes in ten years.*	<input type="checkbox"/> Support X <input type="checkbox"/> <input type="checkbox"/> Oppose

2.	2) Amending the Planning Act, Provincial Policy Statement, and Growth Plans to set “growth in the full spectrum of housing supply” and “intensification within existing built-up areas” of municipalities as the most important residential housing priorities in the mandate and purpose.		Support X		Oppose
3.	3) a) Limit exclusionary zoning in municipalities through binding provincial action: allow “as of right” residential housing up to four units and up to four storeys on a single residential lot.*  COMMENTS: Planning staff will be recommending that Council amend the zoning by-law to permit up to 4 units as of right on most urban residential properties. Planning will also be recommending that the zoning by-law be amended to permit medium and high density residential development within identified nodes. Therefore, permitting up to 4 units is supported, however staff are cautious to support permitting up to four storeys on all residential lots.		Support X		Oppose
4.	3 b) Modernize the Building Code and other policies to remove any barriers to affordable construction and to ensure meaningful implementation (e.g., allow single-staircase construction for up to four storeys, allow single egress, etc.)		Support X		Oppose
5.	4) Permit “as of right” conversion of underutilized or redundant commercial properties to residential or mixed residential and commercial use.  COMMENTS: Planning staff are working on policies to facilitate the conversion of underutilized or redundant commercial properties to residential or mixed use buildings.		Support X		Oppose
6.	5) Permit “as of right” secondary suites, garden suites, and laneway houses province-wide.*		Support X		Oppose
7.	6) Permit “as of right” multi-tenant housing (renting rooms within a dwelling) province-wide.  COMMENTS: Staff is supportive, but notes that Ontario Building Code amendments may be necessary in order to implement.		Support X		Oppose
8.	7) Encourage and incentivize municipalities to increase density in areas with excess school capacity to benefit families with children.  COMMENTS: Although staff support on a preliminary basis, it is recognized that consultation with local school boards would be required.		Support X		Oppose
9.	8) Allow “as of right” zoning up to unlimited height and unlimited density in the immediate proximity of individual major transit stations within two years if municipal zoning remains insufficient to meet provincial density targets.  COMMENTS: Further clarification from the Province is required to confirm applicability. Major Transit Station Areas (MTSA) are currently defined as being ‘higher order transit stations’ such as rail, dedicated light rail corridors and subways. The City of SSM does not have any ‘major transit stations’ as per current definition.		Support N/A		Oppose

10.	9) Allow “as of right” zoning of six to 11 storeys with no minimum parking requirements on any streets that have direct access to public transit (including streets on bus and streetcar routes).	Support X		Oppose
	COMMENTS: The assumption is the range in storeys might depend upon the type of public transit and the context of the community. Staff is cautiously supportive, however further clarification is required.			
11.	10) Designate or rezone as mixed commercial and residential use all land along transit corridors and re-designate all Residential Apartment to mixed commercial and residential zoning in Toronto.	Support N/A		Oppose
	COMMENTS: Non applicable outside of Toronto.			
12.	11) Support responsible housing growth on undeveloped land, including outside existing municipal boundaries, by building necessary infrastructure to support higher density housing and complete communities and applying the recommendations of this report to all undeveloped land.	Support		Oppose X
	COMMENTS: While staff is supportive of ‘responsible’ rural development, even at incrementally higher densities, staff is not at this time supportive of extending new linear infrastructure, such as water and sewer services to support higher densities that would not likely cover the cost of long-term maintenance.			
13.	12) a) Create a more permissive land use, planning, and approvals system: Repeal or override municipal policies, zoning, or plans that prioritize the preservation of physical character of neighbourhood.*	Support X		Oppose
	COMMENTS: Local land use policies and zoning provisions speak to respecting physical character, as opposed to prioritizing the preservation of physical character.			
14.	12 b) Exempt from site plan approval and public consultation all projects of 10 units or less that conform to the Official Plan and require only minor variances.*	Support		Oppose X
	COMMENTS: Locally, staff have found that in most cases, public consultations associated with smaller housing projects (<10 units) have been productive for both the neighbourhood and developers. Exempting housing developments of 10 units or less from site plan control (already implemented) has had the effect of eliminating a well-established and understood process and replacing it with a new process, leaving applicants and consultants confused. Within the local context, staff would support reducing the size of exempt projects from less than 10 to less than 5 units.			

15.	<p>12 c) Establish provincewide zoning standards, or prohibitions, for minimum lot sizes, maximum building setbacks, minimum heights, angular planes, shadow rules, front doors, building depth, landscaping, floor space index, and heritage view cones, and planes; restore pre-2006 site plan exclusions (colour, texture, and type of materials, window details, etc.) to the Planning Act and reduce or eliminate minimum parking requirements.</p> <p><b>COMMENTS:</b></p> <ul style="list-style-type: none"> <li>• Provincewide zoning standards represent a fundamental change to local land use planning autonomy, however only lot size, building height/setbacks and landscaping regulations are used locally. Current zoning standards do not speak to angular planes, shadow rules, front doors, building depth, etc...</li> <li>• Staff have no issues with restoring pre-2006 site plan exclusions as they are not generally utilized locally.</li> <li>• Current project underway to eliminate minimum parking requirements in the downtown, with significant reductions in 'nodes' and reductions everywhere else. Staff is cautiously supportive, subject to further details upon what such standards might be.</li> </ul>	Support X		Oppose
16.	<p>12 d) Remove any floorplate (sic) restrictions to allow larger, more efficient high-density towers.</p> <p><b>COMMENTS:</b> Floorplate restrictions refer to limitations on floor areas for tall buildings. The intent is to reduce the overall 'bulk' of tall buildings and thus, improve aesthetics when viewed from a distance. Local zoning regulations do not contain floorplate restrictions.</p>	Support X		Oppose
17.	<p>13) Limit municipalities from requesting or hosting additional public meetings beyond those that are required under the Planning Act.</p> <p><b>COMMENTS:</b> Planning staff have found that one neighbourhood meeting (which is additional to the required public council meeting) has been a valuable step for neighbours and developers, without adding significant time or costs to the overall process. In numerous cases, the neighbourhood meeting has served to clarify misunderstandings and misinformation that may be circulating throughout the neighbourhood. These meetings have also resulted in addressing concerns at the outset, thus eliminating potential appeals.</p> <p>It is understood that with the implementation of gentle density and other policies, many developments will no longer require a rezoning.</p>	Support		Oppose X
18.	14) Require that public consultations provide digital participation options.	Support X		Oppose

19.	15) Require mandatory delegation of site plan approvals and minor variances to staff or pre-approved qualified third-party technical consultants through a simplified review and approval process, without the ability to withdraw Council's delegation.*		Support X		Oppose
20.	16) a) Prevent abuse of the heritage preservation and designation process by: prohibiting the use of bulk listing on municipal heritage registers.*  COMMENTS: Staff is generally supportive. Properties are put on the registrar for the purpose of designating them or not, in a timely manner. It has become common practice to place numerous properties on the registrar with no intent to make a decision on designation, until such time that a demolition permit or some other application is made. It does not appear that this recommendation would prevent individual or a small number of listings from being placed on the register. Further clarification is required on how 'bulk listing' might be defined.		Support X		Oppose
21.	16 b) Prohibiting reactive heritage designations after a Planning Act development application has been filed.*		Support X		Oppose
22.	17) Requiring municipalities to compensate property owners for loss of property value as a result of heritage designations, based on the principle of best economic use of land.  COMMENTS: This is difficult to support. Who/how would loss of property value and 'best economic use of land' be defined or established? It is also noted that owners of heritage properties benefit from a 40% tax rebate and can access grants to assist in the maintenance of a designated building.		Support		Oppose X
23.	18) Restore the right of developers to appeal Official Plans and Municipal Comprehensive Reviews.*  COMMENTS: This is counter to many other recommendations aimed at minimizing appeals, streamlining the development process and decreasing costs.		Support		Oppose X
24.	19) Legislate timelines at each stage of the provincial and municipal review process, including site plan, minor variance, and provincial reviews, and deem an application approved if the legislated response time is exceeded.*  COMMENTS: Staff are cautiously supportive, on the basis that meeting legislative timelines has not been an issue locally.  The length of time required to process an application depends upon a variety of factors, including the quality of materials submitted, the complexity of the proposal and developer/consultant timelines to respond to comments, all of which are beyond the control of		Support X		Oppose

	the Municipality. One could potentially see a situation where applicants strategically delay. In order to effectively implement, extremely detailed timeline stages would need to be legislated, adding to the overall complexity of the Planning Act application process which a number of recommendations aim to simplify.			
25.	<p>20) Fund the creation of “approvals facilitators” with the authority to quickly resolve conflicts among municipal and/or provincial authorities and ensure timelines are met.*</p> <p>COMMENTS: Timelines are not an issue in Sault Ste. Marie. It could be argued that ‘appealing’ to an ‘approval facilitator’ could actually increase the local timeline and require additional resources for both the appellant and City to bring an ‘approval facilitator’ up to speed, as opposed to focusing on resolving the conflict. Therefore, within the local context, staff does not support this proposal.</p> <p>The Province may wish to consider deploying “approvals facilitators” only where timelines are a significant issue.</p>		Support	Oppose X
26.	<p>21) Require a pre-consultation with all relevant parties at which the municipality sets out a binding list that defines what constitutes a complete application; confirms the number of consultations established in the previous recommendations; and clarifies that if a member of a regulated profession such as a professional engineer has stamped an application, the municipality has no liability and no additional stamp is needed.</p> <p>COMMENTS: The recommended pre-consultation process closely mirrors the current Development Assistance Review Team (DART) process currently utilized for larger applications. Staff is supportive of removing liability from the City and not requiring additional professional stamps, however staff will still continue to review and provide comments upon stamped drawings, plans and reports.</p>		Support X	Oppose
27.	<p>22) Simplify planning legislation and policy documents.</p> <p>COMMENTS: It is difficult not to support appropriate simplification, however there are a number of conflicting recommendations that in Staff’s opinion, would add additional complexity.</p>		Support X	Oppose
28.	<p>23) Create a common, province-wide definition of plan of subdivision and standard set of conditions which clarify which may be included; require the use of standard province-wide legal agreements and, where feasible, plans of subdivision.</p> <p>COMMENTS: This will depend on the details, however on the surface, this seems agreeable.</p>		Support X	Oppose

29.	24) Allow wood construction of up to 12 storeys.*		Support X		Oppose
30.	25) Require municipalities to provide the option of pay on demand surety bonds and letters of credit.  COMMENTS: The City established a pilot project to use bonds in place of a letter of credit. If the surety bond resembles the protections of a letter of credit, staff is agreeable.		Support X		Oppose
31.	26) Require appellants to promptly seek permission ("leave to appeal") of the OLT and demonstrate that an appeal has merit, relying on evidence and expert reports, before it is accepted.  COMMENTS: Agreeable, however this will require quick response times from OLT in order to be effective, otherwise, the process could be lengthened.		Support X		Oppose
32.	27) a) Prevent abuse of process: remove right of appeal for projects with at least 30% affordable housing in which units are guaranteed affordable for 40 years.  COMMENTS: It is assumed that within this scenario, the appeal would be from a third party to an application that has been approved by Council, although not clearly stated. If this is the case, staff is supportive.		Support X		Oppose
33.	27 b) Require a \$10,000 filing fee for third party appeals.*  COMMENTS: Although the * suggests this has already been implemented, staff is of the understanding that current filing fee's are not \$10,000. Furthermore, the Tribunal has the ability to waive these fees. Staff is cautiously supportive, noting that this significant fee should only apply to very specific types of applications/appeals.		Support X		Oppose
34.	27 c) Provide discretion to adjudicators to award full costs to the successful party in any appeal brought by a third party or by a municipality where its council has overridden a recommended staff approval.  COMMENTS: Similar to comments above, clarity upon what types of projects this would apply to is required.		Support X		Oppose
35.	28) Encourage greater use of oral decisions issued the day of the hearing, with written reasons to follow, and allow those decisions to become binding the day that they are issued.*		Support X		Oppose
36.	29) Where it is found that a municipality has refused an application simply to avoid a deemed approval for lack of decision, allow the Tribunal to award punitive damages.		Support		Oppose X

	COMMENTS: Assuming this relates to refusal to accept an application as complete, one can see situations where developers/applicants could 'game' this, utilizing the threat of punitive damages. This has not been an issue locally. Furthermore, Legal staff advise that punitive damages are only used in the most extreme cases in other litigation and the same should hold true here.			
37.	30) Provide funding to increase staffing (adjudicators and case managers), provide market-competitive salaries, outsource more matters to mediators, and set shorter time targets.	Support X		Oppose
38.	31) In clearing the existing backlog, encourage the Tribunal to prioritize projects close to the finish line that will support housing growth and intensification, as well as regional water or utility infrastructure decisions that will unlock significant housing capacity.	Support X		Oppose
39.	32) Waive development charges and parkland cash-in-lieu and charge only modest connection fees for all infill residential projects up to 10 units or for any development where no new material infrastructure will be required.  COMMENTS: The City of Sault Ste. Marie does not collect development charges. Cash in lieu of parkland is only collected where there is new lot creation, however staff has recommended approval of Draft OP policies that would result in collecting cash in lieu of parkland for larger, infill residential projects. Therefore, staff is cautiously supportive, subject to further clarification upon the definition of 'modest connection fees'.	Support X		Oppose
40.	33) Waive development charges on all forms of affordable housing guaranteed to be affordable for 40 years.  COMMENTS: The City of Sault Ste. Marie does not have Development Charges.	Support X N/A		Oppose
41.	34) Prohibit interest rates on development charges higher than a municipality's borrowing rate.*  COMMENTS: The City of Sault Ste. Marie does not collect Development Charges.	Support X N/A		Oppose
42.	35 a) Regarding cash in lieu of parkland, s.37, Community Benefit Charges, and development charges: Provincial review of reserve levels, collections and drawdowns annually to ensure funds are being used in a timely fashion and for the intended purpose, and, where review points to a significant concern, do not allow further collection until the situation has been corrected.  COMMENTS: Locally only cash in lieu of parkland is applicable. The City does not collect Community Benefits Charges or Development Charges. With regards to the parkland reserve fund, Bill 23 introduced rules to ensure timely spending and there are existing rules outlining what the funds can be spent on. As previously mentioned, cash in lieu of parkland is only	Support		Oppose X

	<p>collected for new lot creation. In recent years, much of the funds have been collected from rural lot creation, where park demand is low. It would be staff's preference to have the ability to amass enough funds in order to do something impactful, especially considering the proposed limitations on what types of development cash in lieu of parkland can be collected from.</p> <p>It is difficult to understand how this recommendation directly supports the construction of more dwelling units.</p>			
43.	<p>35 b) Except where allocated towards municipality-wide infrastructure projects, require municipalities to spend funds in the neighbourhoods where they were collected. However, where there's a significant community need in a priority area of the City, allow for specific ward to ward allocation of unspent and unallocated reserves.</p> <p>COMMENTS: Locally, only cash in lieu of parkland applies. As a general statement, it is appropriate to prioritize spending collected funds on community wide projects, then, in the area where the funds are collected. Having said this, where a development project occurs in close proximity to a park that has recently been upgraded, staff would prefer the flexibility to spend funds as needed, where needed.</p> <p>It is difficult to understand how this recommendation specifically facilitates the development of more homes.</p>	Support		Oppose X
44.	36) Recommend that the federal government and provincial governments update HST rebate to reflect current home prices and begin indexing, and that the federal government match the provincial 75% rebate and remove any clawback.	Support X		Oppose
45.	<p>37) Align property taxes for purpose-built rental with those of condos and low-rise homes.</p> <p>COMMENTS: The tax ratio for multi-residential was reduced locally in 2018 to 1.082 compared to low-rise residential at 1.0. The Province has set a limit on the multi-residential tax ratio of 2.0. Staff are supportive of moving the ratio to the same as ownership and low-rise homes, as long as significant tax shifts do not occur.</p>	Support X		Oppose
46.	<p>38) Amend the Planning Act and Perpetuities Act to extend the maximum period for land leases and restrictive covenants on land to 40 or more years.*</p> <p>COMMENTS: This is intended to support alternative ownership models and provide more security for property owners.</p>	Support X		Oppose
47.	39) Eliminate or reduce tax disincentives to housing growth.	Support		Oppose

	COMMENTS: There is little clarity in the task force report outlining what this entails. Property taxes, Provincial and federal income/sales taxes or all of the above? Staff is generally supportive of eliminating or reducing tax disincentives to housing growth, however additional clarity is required.	X		
48.	40) Call on the Federal Government to implement an Urban, Rural and Northern Indigenous Housing Strategy.*	Support X		Oppose
49.	41) Funding for pilot projects that create innovative pathways to homeownership, for Black, Indigenous, and marginalized people and first-generation homeowners.	Support X		Oppose
50.	42) Provide provincial and federal loan guarantees for purpose-built rental, affordable rental and affordable ownership projects.	Support X		Oppose
51.	43) Enable municipalities, subject to adverse external economic events, to withdraw infrastructure allocations from any permitted projects where construction has not been initiated within three years of build permits being issued.  COMMENTS: Over the past 35 years, local development has been cyclical. There are instances where this would be very beneficial. In other cases, there are key/strategic sites where withdrawing infrastructure allocations would not be recommended. As long as there is local discretion, staff is supportive.	Support X		Oppose
52.	44) Work with municipalities to develop and implement a municipal services corporation utility model for water and wastewater under which the municipal corporation would borrow and amortize costs among customers instead of using development charges.  COMMENTS: This appears to move water and wastewater to a corporation such as the PUC and take the costs out of the municipal fee structure. Charges would then be more fairly allocated to the users of the service versus only new development. It is difficult to support without further information to assess accurately. Furthermore, the City does not collect development charges.	Support		Oppose X
53.	45) Improve funding for colleges, trade schools, and apprenticeships, encourage and incentivize municipalities, unions and employers to provide more on-the-job training.*	Support X		Oppose
54.	46) Undertake multi-stakeholder education program to promote skilled trades.*	Support X		Oppose

55.	47) Recommend that the federal and provincial government prioritize skilled trades and adjust the immigration points system to strongly favour needed trades and expedite immigration status for these workers and encourage the federal government to increase from 9,000 to 20,000 the number of immigrants admitted through Ontario's program.*		Support X		Oppose
56.	48) The Ontario government should establish a large "Ontario Housing Delivery Fund" and encourage the federal government to match funding. This fund should reward: a) Annual housing growth that meets or exceeds provincial targets b) Reductions in total approval times for new housing c) The speedy removal of exclusionary zoning practices  COMMENTS: It is noted that housing starts may or may not meet targets for reasons that are out of the Municipality's control, such as rising construction and labour costs due to a lack of skilled tradespeople. Therefore, caution should be taken with this approach. Otherwise, staff is agreeable with rewarding timeline improvements and the removal of exclusionary zoning practices.		Support X		Oppose
57.	49) Reductions in funding to municipalities that fail to meet provincial housing growth and approval timeline targets  COMMENTS: Staff is cautiously supportive, however it is noted that failure to meet a housing growth target or approval timeline may be due to factors beyond the Municipalities control. Locally, a more productive approach might be to reward success, rather than penalize potential failures.		Support X		Oppose
58.	50) Fund the adoption of consistent municipal e-permitting systems and encourage the federal government to match funding. Fund the development of a common data architecture standard, supported by an external expert committee, across municipalities and provincial agencies/ministries and require municipalities to provide their zoning bylaws with open data standards. Set an implementation goal of 2025 and make funding conditional on established targets.  COMMENTS: Through the Provincial Streamline Development Approval Fund, the Sault Ste. Marie Innovation Centre is developing an online application portal for Planning Act and building permit applications. Therefore, staff supports municipal e-permitting systems, as well as a common data architecture and open data standards, contingent upon appropriate funding to establish and maintain such systems.		Support X		Oppose

59.	<p>51) Require municipalities and the provincial government to use the Ministry of Finance population projections as the basis for housing need analysis and related land use requirements.</p> <p><b>COMMENTS:</b> The Ministry of Finance does not provide population projections for the City of Sault Ste. Marie. Rather, projections are for the entire Algoma Region. Staff is supportive with the caveat that Ministry of Finance produces projections specific to Sault Ste. Marie.</p>		Support X		Oppose
60.	<p>52) Resume reporting on housing data and require consistent municipal reporting, enforcing compliance as a requirement for accessing programs under the Ontario Housing Delivery Fund.*</p> <p><b>COMMENTS:</b> Staff is generally supportive of consistent municipal reporting on housing data, contingent upon appropriate funding to establish and maintain such a program.</p>		Support X		Oppose
61.	<p>53) Report each year at the municipal and provincial level on any gap between demand and supply by housing type and location, and make underlying data freely available to the public.</p> <p><b>COMMENTS:</b> Staff is generally supportive of reporting on any gap between housing demand and supply, including making data freely available to the public, however further clarity is required on how such reporting would be undertaken, with the caveat that funding be made available to assist with implementation.</p>		Support X		Oppose
62.	54) Empower the Deputy Minister of Municipal Affairs and Housing to lead an all of government committee that meets weekly to ensure our remaining recommendations and any other productive ideas are implemented.		Support X		Oppose
63.	55) Commit to evaluate these recommendations for the next three years with public reporting on progress.*		Support X		Oppose
64.	B-1) Call upon the federal government to provide equitable affordable housing funding to Ontario.*		Support X		Oppose
65.	B-2) Develop and legislate a clear, province-wide definition of "affordable housing" to create certainty and predictability.		Support X		Oppose
66.	<p>B-3) Create an Affordable Housing Trust from a portion of Land Transfer Tax Revenue (i.e., the windfall resulting from property price appreciation) to be used in partnership with developers, non-profits, and municipalities in the creation of more affordable housing units. This Trust should create incentives for projects serving and brought forward by Black- and Indigenous-led developers and marginalized groups.</p> <p><b>COMMENTS:</b> On the surface, this is supportable, however further program details are required.</p>		Support X		Oppose
67.	B-4) Amend legislation to:		Support		Oppose

	<ul style="list-style-type: none"> <li>Allow cash-in-lieu payments for Inclusionary Zoning units at the discretion of the municipality.</li> <li>Require that municipalities utilize density bonusing or other incentives in all Inclusionary Zoning and Affordable Housing policies that apply to market housing.</li> <li>Permit municipalities that have not passed Inclusionary Zoning policies to offer incentives and bonuses for affordable housing units.</li> </ul> <p><b>COMMENTS:</b> Traditionally, inclusionary zoning is the requirement that all larger residential developments include a proportion of units that are affordable. Staff is currently of the opinion that this form of inclusionary zoning is not permitted outside of Major Transit Station Areas, which do not exist in Sault Ste. Marie. If the Province were to explicitly permit or require this form of inclusionary zoning in Sault Ste. Marie, staff would not be supportive of implementation, as it would have the effect of reducing or eliminating the supply of new housing starts, especially purpose built rental housing, without significant subsidies, which are beyond the financial abilities of the Municipality.</p> <p>Having said this, it appears that the Provincial Housing Task Force utilizes the term 'exclusionary zoning' to mean zoning provisions that only permit a certain type/density of dwellings. Within this context, one could interpret 'inclusionary zoning' to mean permitting a wider variety of housing types and densities in a wider variety of areas. If this is the case, Staff is supportive.</p> <p>In closing, further clarification is required for staff to make an informed recommendation.</p>		X	
68.	B-5) Encourage government to closely monitor the effectiveness of Inclusionary Zoning policy in creating new affordable housing and to explore alternative funding methods that are predictable, consistent and transparent as a more viable alternative option to Inclusionary Zoning policies in the provision of affordable housing.	Support X		Oppose
69.	B-6) Rebate MPAC market rate property tax assessment on below-market affordable homes.  <b>COMMENTS:</b> Staff is cautiously supportive, subject to further clarity.	Support X		Oppose
70.	C-1) Review surplus lands and accelerate the sale and development through RFP of surplus government land and surrounding land by provincially pre-zoning for density, affordable housing, and mixed or residential use.  <b>COMMENTS:</b> Staff supports selling surplus government lands, however further clarity is required to determine what is meant by 'provincially pre-zoning'. Furthermore, would 'provincially pre-zoning' only apply to provincial lands or all publicly owned lands?	Support X		Oppose

71.	C-2) All future government land sales, whether commercial or residential, should have an affordable housing component of at least 20%.		Support		Oppose X
	COMMENTS: Within the local context, this might result in public land sales not proceeding without significant ongoing subsidies to support the ongoing affordable housing component.				
72.	C-3) Purposefully upzone underdeveloped or underutilized Crown property (e.g., LCBO).		Support X		Oppose
	COMMENTS: Staff are generally supportive, however 'upzoning' should still adhere to Official Plan policies and be appropriate for the surrounding area, within the general context of future recommendations to permit more density in more areas.				
73.	C-4) Sell Crown land and reoccupy as a tenant in a higher density building or relocate services outside of major population centres where land is considerably less expensive.		Support X		Oppose
	COMMENTS: Staff is generally supportive of this. Locally, relocating more OLG offices and other Provincial offices to Sault Ste. Marie is supported.				
74.	C-5) The policy priority of adding to the housing supply, including affordable units, should be reflected in the way surplus land is offered for sale, allowing bidders to structure their proposals accordingly.		Support X		Oppose

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-161**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and the municipality of Sault Ste. Marie, Michigan, United States of America for an intermunicipal civil defense and emergency/disaster compact for fire services

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 10, 2023 between the City and the municipality of Sault Ste. Marie, Michigan, United States of America which is attached as Schedule "A" hereto. This Agreement is for an intermunicipal civil defense and emergency/disaster compact for fire services.

**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 10<sup>th</sup> day of October, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

## **SCHEDULE "A"**

### **MUTUAL AID COMPACT FOR FIRE SERVICES**

The people of the municipalities of **SAULT STE. MARIE, MICHIGAN, UNITED STATES OF AMERICA** and **SAULT STE. MARIE, ONTARIO, CANADA** adopt:

This Intermunicipal **CIVIL DEFENSE and EMERGENCY/DISASTER COMPACT FOR FIRE SERVICES**

#### **Article I – Mutual Aid**

The purpose of this compact is to provide mutual aid for Fire Services between the above municipalities to meet emergencies and disasters and to assure a full and effective utilization of resources and manpower essential to the safety, care, and welfare of all peoples. The coordinators and their committees of Civil Defense and/or Emergency Operations applicable to both municipalities shall constitute a committee to formulate plans and take all necessary steps for the implementation of this compact.

#### **Article II – Plans & Programs**

It shall be the duty of each municipality to formulate Civil Defense and Emergency Operations plans and programs for application within each municipality. Upon implementation of such plans and programs, the municipality shall, so far as possible, provide and follow uniform standards practices, rules, and regulations. The plans and programs shall at the time of any emergency requiring mutual aid for Fire Services between the twin cities, include free access to the movement across the International Bridge as it pertains to tolls and traffic restrictions.

All persons entering the United States or Canada are required to make themselves known to U.S. Customs and Border Protection or Canada Border Services Agency as soon as practicable with the understanding that, in life-or-death situations, this may be later than normal (not upon initial entry). Rosters of Fire and Emergency Services personnel should be provided to, and updated regularly, to both

U.S. Customs and Border Protection as well as Canada Border Services Agency to streamline the above processes.

For the evacuation and reception of injured and other persons, all will be inspected at the respective Ports of Entry, barring life threatening injuries.

### **Article III – Resources Available**

The resources provision should include, but not be limited to: provisions for evacuation and reception of injured and other persons, exchange of Fire Services and Fire Services related equipment, supplies, and manpower, etc. to accomplish the emergency mission. The municipality from which mutual aid is requested should provide and make available the necessary resources indicated in this compact, with the understanding that the municipality rendering aid may withhold the necessary resources for the protection and welfare of its own people.

### **Article IV – Administration**

The Mayor and/or his continual designee in the United States or the Mayor or a responsible person or Department Head appointed by the Mayor in Canada may proclaim that mutual aid for Fire Services is requested and upon due notice thereof, will call forth the applicable forces to render assistance. The requesting municipality shall be the administration in charge of all forces and resources received, excepting as may be limited by the providing municipality and its representative. If warranted, the mutual aid requested should be coordinated through the Office of the Fire Chief of Sault Ste. Marie, Ontario, Canada and the Office of Emergency Services in the United States.

### **Article V – Compensation and Death Benefits**

Each municipality shall be responsible to its own civil defense/emergency forces for the provisions of compensation for injury and/or death, while rendering aid pursuant to this compact. These compensation and death benefits shall also cover emergency forces traveling across the International Bridge.

## **Article VI – Reimbursement by Party Municipalities**

Either municipality rendering aid pursuant to this compact shall be reimbursed for loss or damage to any equipment. Both municipalities agree to maintain at a minimum the following insurance:

(a) **PROPERTY INSURANCE**

Broad Form Property Policy insurance against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide mutual aid fire services pursuant to this Compact, in an amount not less than the full replacement cost.

(b) **GENERAL LIABILITY INSURANCE**

General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the municipality's respective jurisdiction with a limit of not less than \$5,000,000.00. The Policy shall be endorsed to include each party to the Agreement as an additional insured with respect to the mutual aid fire services pursuant to this Compact. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.

(c) **NON-OWNED AUTOMOBILE COVERAGE**

Non-Owned Automobile coverage with a limit of not less than \$5,000,000.00 and shall include contractual non-owned coverage.

(d) **AUTOMOBILE LIABILITY INSURANCE**

Automobile Liability Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by applicable laws arising out of any licensed vehicle operated in connection with this Compact with limits not less than \$5,000,000.00. The policy shall further provide All Perils Loss or Damage coverage with respect to any vehicles used to provide the services pursuant to this Compact.

(e) **ENVIRONMENTAL COVERAGE (for any Hazmat services, chemicals, etc.)**

If available at a reasonable cost, Environmental Liability Policy or like coverage in an amount of not less than \$5,000,000.00 per occurrence against claims for bodily injury, including sickness, disease, shock, mental anguish, mental injury as well as injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and gradual release. The policy will be renewed for three (3) years after contract termination. Should the policy be non-renewed, 90-day notice of nonrenewal must be provided and the Assisted Municipality has the right to request that an extended reporting period be purchased at the Assisting Municipality's sole discretion. If this coverage is already offered within the General Liability Insurance, this requirement would be satisfied.

All policies of insurance shall be written by an insurer licenced to conduct business in the municipality's respective jurisdiction, and include a provision for 30 day notice of cancellation except for Automobile which shall provide a 15-day notice of cancellation. Each party shall provide the other party with a Certificate of Insurance(s) evidencing coverage as outlined within 10 days of signing this Compact.

### **Article VII – Compact Ratification**

This compact shall be effective upon its ratification by both municipal governments. Authenticated copies of this compact, and such supplementary agreements as may be entered into, shall at the time of their approval be deposited with each of the party governments and each of the civic defense/emergency organizations. The parties hereto acknowledge and agree that this Mutual Aid Compact hereby replaces the Mutual Aid Compact entered into by the parties hereto in April 1984 and thereafter amended in October 1984.

### **Article VIII – Duration**

The compact shall remain in force and binding upon both municipalities until the government of either municipality gives written notice of its intention to withdraw. Withdrawal from this compact shall not become effective until an interim period of thirty (30) days after the due notice thereof.

### **Article IX – Saving Clause**

The compact shall be construed to facilities the purpose stated in Article I. If any portion of the compact is declared illegal the legality of the remainder shall not be affected thereby.

**WE THE UNDERSIGNED**, by consent of our legislative bodies and as duly elected heads of our respective governments, do dutifully and solemnly affix our signatures to this compact pledging our resources and personnel in mutual aid for the welfare of all people herein concerned.

Dated this 10<sup>th</sup> day of October, 2023.

CITY OF SAULT STE. MARIE, MICHIGAN

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Mayor, City of Sault Ste. Marie, Michigan,  
United States of America

THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE

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Matthew Shoemaker  
Mayor, City of Sault Ste. Marie, Ontario, Canada

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Rachel Tyczinski  
City Clerk, City of Sault Ste. Marie, Ontario,  
Canada

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-162**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Jobst Brothers Construction for Window Replacement at the Sault Ste. Marie Museum.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 10, 2023 between the City and Jobst Brothers Construction. This Agreement is for the Window Replacement at the Sault Ste. Marie Museum.

**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 10<sup>th</sup> day of October, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

**CCDC 2**

# Stipulated Price Contract

2020

Sault Ste. Marie Museum Window Replacement, Sault Ste. Marie, ON

Apply a CCDC 2 copyright seal here. The application  
of the seal demonstrates the intention of the party  
proposing the use of this document that it be an  
accurate and unamended form of CCDC 2 – 2020  
except to the extent that any alterations, additions or  
modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

# CCDC 2 STIPULATED PRICE CONTRACT

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CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

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## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

For use when a stipulated price is the basis of payment.

This Agreement made on 10th day of October in the year 2023 .  
by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "Owner"

and

Jobst Brothers Construction

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

### **ARTICLE A-1 THE WORK**

The Contractor shall:

- 1.1 perform the Work required by the Contract Documents for (insert below the description or title of the Work)  
Sault Ste. Marie Museum Heritage Window Replacement

located at (insert below the Place of the Work)

690 Queen Street East, Sault Ste. Marie, ON

for which the Agreement has been signed by the parties, and for which (insert below the name of the Consultant)

MET Energy Systems

is acting as and is hereinafter called the "Consultant" and

- 1.2 do and fulfill everything indicated by the Contract Documents, and
- 1.3 commence the Work by the 11th day of October in the year 2023 and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Ready-for-Takeover, by the 31st day of May in the year 2024 .

### **ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

- 2.1 The Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work, including the bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.
- 2.2 The Contract may be amended only as provided in the Contract Documents.

## **ARTICLE A-3 CONTRACT DOCUMENTS**

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

\*

Sault Ste. Marie Museum Window Replacement - Architectural Design Drawings

Sault Ste. Marie Museum Window Replacement - Tender Specifications

Sault Ste. Marie Museum Window Replacement - Contractor Proposal

\* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)

## **ARTICLE A-4 CONTRACT PRICE**

- 4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Two Hundred Twenty Thousand Seven Hundred and Forty Four

/100 dollars \$ 220,744.00

- 4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Twenty Eight Thousand Six Hundred and Ninety Six

72 /100 dollars \$ 28,696.72

- 4.3 Total amount payable by the *Owner* to the *Contractor* for the *Work* is:

Two Hundred Forty Nine Thousand Four Hundred and Forty

72 /100 dollars \$ 249,440.72

- 4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

- 4.5 All amounts are in Canadian funds.

## **ARTICLE A-5 PAYMENT**

- 5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

- 5.2 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
  - (1) 2% per annum above the prime rate for the first 60 days.
  - (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by  
*(Insert name of chartered lending institution whose prime rate is to be used)*

Royal Bank Of Canada  
for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

## **ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING**

- 6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

- 6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

- 6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

- 6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

- 6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

**Owner**

The Corporation of the City of Sault Ste. Marie

*name of Owner\**

99 Foster Dr, Sault Ste. Marie, ON

*address*

v.mcleod@cityssm.on.ca

*email address*

**Contractor**

Jobst Brothers Construction

*name of Contractor\**

1595 Third Line East, Sault Ste. Marie, ON

*address*

Nick@jobstbrothers.com

*email address*

**Consultant**

MET Energy Systems

*name of Consultant\**

477 Queen Street East Suite 304, Sault Ste. Marie, ON

*address*

tsjanzen@meteng.on.ca

*email address*

\* If it is intended that a specific individual must receive the notice, that individual's name shall be indicated.

**ARTICLE A-7 LANGUAGE OF THE CONTRACT**

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.  
# Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

**ARTICLE A-8 SUCCESSION**

- 8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

**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*

**Mayor Matthew Shoemaker**

---

*name of person signing*

**WITNESS**

---

*signature*

**City Clerk - Rachel Tyczinski**

---

*name and title of person signing*

**CONTRACTOR**

Jobst Brothers Construction

---

*name of Contractor*

---

*signature*

---

*name 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*.

### **Change Directive**

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

### **Change Order**

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

### **Construction Equipment**

*Construction Equipment* means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

### **Consultant**

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

### **Contract**

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

### **Contract Documents**

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

### **Contract Price**

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

### **Contract Time**

The *Contract Time* is the time from commencement of the *Work* to the date of Ready-for-Takeover as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK .

### **Contractor**

The *Contractor* is the person or entity identified as such in the Agreement.

### **Drawings**

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

### **Notice in Writing**

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

### **Owner**

The *Owner* is the person or entity identified as such in the Agreement.

### **Other Contractor**

*Other Contractor* means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

### **Payment Legislation**

*Payment Legislation* means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

### **Place of the Work**

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

### **Product**

*Product or Products* means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

**Project**

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

**Ready-for-Takeover**

*Ready-for-Takeover* shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

**Shop Drawings**

*Shop Drawings* are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

**Specifications**

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

**Subcontractor**

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

**Substantial Performance of the Work**

*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*.

**Supplemental Instruction**

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

**Supplier**

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

**Temporary Work**

*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

**Value Added Taxes**

*Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

**Work**

The *Work* means the total construction and related services required by the *Contract Documents*.

**Working Day**

*Working Day* means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

## **GENERAL CONDITIONS**

### **PART 1 GENERAL PROVISIONS**

#### **GC 1.1 CONTRACT DOCUMENTS**

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.
- 1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.
- 1.1.5 If there is a conflict within the *Contract Documents*:
  - .1 the order of priority of documents, from highest to lowest, shall be
    - the Agreement between *Owner* and *Contractor*,
    - the Definitions,
    - Supplementary Conditions,
    - the General Conditions,
    - Division 01 of the *Specifications*,
    - technical *Specifications*,
    - material and finishing schedules,
    - the *Drawings*.
  - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
  - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
  - .4 amended or later dated documents shall govern over earlier documents of the same type.
  - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
  - .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
  - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.11 Physical models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

#### **GC 1.2 LAW OF THE CONTRACT**

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

#### **GC 1.3 RIGHTS AND REMEDIES**

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

- 1.3.2 No action or failure to act by the *Owner*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **GC 1.4 ASSIGNMENT**

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

### **PART 2 ADMINISTRATION OF THE CONTRACT**

#### **GC 2.1 AUTHORITY OF THE CONSULTANT**

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

#### **GC 2.2 ROLE OF THE CONSULTANT**

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.
- 2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to perform the *Work* in accordance with the *Contract Documents*.
- 2.2.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.12 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

- 2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.
- 2.2.18 If the *Consultant*'s engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

### **GC 2.3 REVIEW AND INSPECTION OF THE WORK**

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is required by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

### **GC 2.4 DEFECTIVE WORK**

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly *Other Contractors'* work destroyed or damaged by such corrections at the *Contractor*'s expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

## **PART 3 EXECUTION OF THE WORK**

### **GC 3.1 CONTROL OF THE WORK**

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

### **GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS**

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner's* own forces with the *Work* of the *Contract*;
  - .2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
  - .3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
  - .4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;
  - .2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner's* own forces that are identified in the *Contract Documents*;
  - .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
  - .4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.
- 3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

### **GC 3.3 TEMPORARY WORK**

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

## **GC 3.4 CONSTRUCTION SCHEDULE**

- 3.4.1 The *Contractor* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
  - .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
  - .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE WORK.

## **GC 3.5 SUPERVISION**

- 3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.
- 3.5.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor*'s appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

## **GC 3.6 SUBCONTRACTORS AND SUPPLIERS**

- 3.6.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
  - .2 incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
  - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.6.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.6.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.
- 3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.6.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor*'s or *Supplier*'s work which has been certified for payment.

## **GC 3.7 LABOUR AND PRODUCTS**

- 3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.
- 3.7.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

## **GC 3.8 SHOP DRAWINGS**

- 3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner*'s own forces.

- 3.8.3 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.8.5 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.8.6 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

## PART 4 ALLOWANCES

### GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

### GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

## PART 5 PAYMENT

### GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfil the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

## **GC 5.2 APPLICATIONS FOR PAYMENT**

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

## **GC 5.3 PAYMENT**

- 5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:
  - .1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
  - .2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

## **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK**

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*'s application:
  - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
  - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

- 5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

## **GC 5.5 FINAL PAYMENT**

- 5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.
- 5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS’ COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

## **GC 5.6 DEFERRED WORK**

- 5.6.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such deferred *Work*.

## **GC 5.7 NON-CONFORMING WORK**

- 5.7.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

# **PART 6 CHANGES IN THE WORK**

## **GC 6.1 OWNER’S RIGHT TO MAKE CHANGES**

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

## **GC 6.2 CHANGE ORDER**

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

## **GC 6.3 CHANGE DIRECTIVE**

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
  - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
  - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

#### **Labour**

- .1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
  - (1) trade labour in the direct employ of the *Contractor*;
  - (2) the *Contractor's* personnel when stationed at the field office;
  - (3) the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
  - (4) the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

#### **Products, Construction Equipment and Temporary Work**

- .2 cost of all *Products* including cost of transportation thereof;
- .3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- .4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000;
- .5 cost of all equipment and services required for the *Contractor's* field office;

#### **Subcontract**

- .6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

#### **Others**

- .7 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
- .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- .9 cost of quality assurance such as independent inspection and testing services;
- .10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- .12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- .13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- .14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- .15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- .16 cost for removal and disposal of waste products and debris;
- .17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
  - (1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
  - (2) the result of the negligent acts or omissions of the *Contractor*, or
  - (3) the result of a breach of this *Contract* by the *Contractor*;
- .18 cost of auditing when requested by the *Owner*; and
- .19 cost of *Project* specific information technology in accordance with the method determined by the parties.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

#### **GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or
  - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

#### **GC 6.5 DELAYS**

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
  - .2 fire, unusual delay by common carriers or unavoidable casualties,
  - .3 abnormally adverse weather conditions, or

- .4 any cause beyond the *Contractor*'s control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
  - .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
  - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant*'s findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

## **PART 7 DEFAULT NOTICE**

### **GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor*'s insolvency, or if a receiver is appointed because of the *Contractor*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor*'s right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor*'s contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner*'s instructions if the *Contractor*:
  - .1 commences the correction of the default within the specified time,
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with the *Contract* terms and with such schedule.

- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
  - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,
  - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued,
  - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
  - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

## **GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*,
  - .2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,
  - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or
  - .4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

## **PART 8 DISPUTE RESOLUTION**

### **GC 8.1 AUTHORITY OF THE CONSULTANT**

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

## GC 8.2 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

## GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 ‘Rules for Mediation and Arbitration of Construction Industry Disputes’ in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party’s *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
    - (1) *Ready-for-Takeover*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Contractor* has abandoned the *Work*,
  - whichever is earlier; and

- .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

#### **GC 8.4 RETENTION OF RIGHTS**

- 8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

### **PART 9 PROTECTION OF PERSONS AND PROPERTY**

#### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

- 9.1.1 The *Contractor* shall protect the *Work*, the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors or omissions in the *Contract Documents*; or
  - .2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.
- 9.1.4 Should damage occur to the *Work* or the *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

#### **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
  - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

- 9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner*'s own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor*'s own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
  - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

### **GC 9.3 ARTIFACTS AND FOSSILS**

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

### **GC 9.4 CONSTRUCTION SAFETY**

- 9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner*'s own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.
- 9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

### **GC 9.5 MOULD**

- 9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing,
  - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

- .3 if the *Owner* and the *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
  - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
  - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
  - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
  - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

## PART 10 GOVERNING REGULATIONS

### GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

### GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### **GC 10.3 PATENT FEES**

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

### **GC 10.4 WORKERS' COMPENSATION**

- 10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

## **PART 11 INSURANCE**

### **GC 11.1 INSURANCE**

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 ‘CCDC Insurance Requirements’ in effect at the time of bid closing except as hereinafter provided:
  - .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
  - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
  - .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
  - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Ready-for-Takeover*;
    - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
    - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
  - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
  - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
    - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except

- that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
- (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
  - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
  - .8 Contractors' Pollution Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

## PART 12 OWNER TAKEOVER

### GC 12.1 READY-FOR-TAKEOVER

- 12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:
- .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
  - .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
  - .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
  - .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
  - .5 Make available a copy of the as-built drawings completed to date on site.
  - .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
  - .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
  - .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.
- 12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.
- 12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

- .1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
  - .2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.
- 12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.
- 12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

## **GC 12.2 EARLY OCCUPANCY BY THE OWNER**

- 12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.
- 12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.
- 12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:
  - .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
  - .2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
  - .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.
- 12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

## **GC 12.3 WARRANTY**

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Ready-for-Takeover* has been attained.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

## **PART 13 INDEMNIFICATION AND WAIVER**

### **GC 13.1 INDEMNIFICATION**

- 13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
    - .1 caused by:
      - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
      - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
    - .2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
  - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
  - .3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
  - .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
  - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

## **GC 13.2 WAIVER OF CLAIMS**

- 13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover date*, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover date* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover date*, whichever is later;
  - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover date*.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover date* except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
  - .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover date*.
- 13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover date*, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover date* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover date*;

- .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
  - .3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
  - .4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
  - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
  - .3 claims arising under GC 12.3 – WARRANTY; and
  - .4 claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 “*Notice in Writing* of claim” as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

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

## **SAULT STE. MARIE MUSEUM**

### **HERITAGE WINDOWS RENEWAL**

MET PROJECT No. 21M67  
CLIENT FILE # 2023CDE-CS-EC-03-T(2)



ISSUED FOR TENDER AUGUST 25 2023

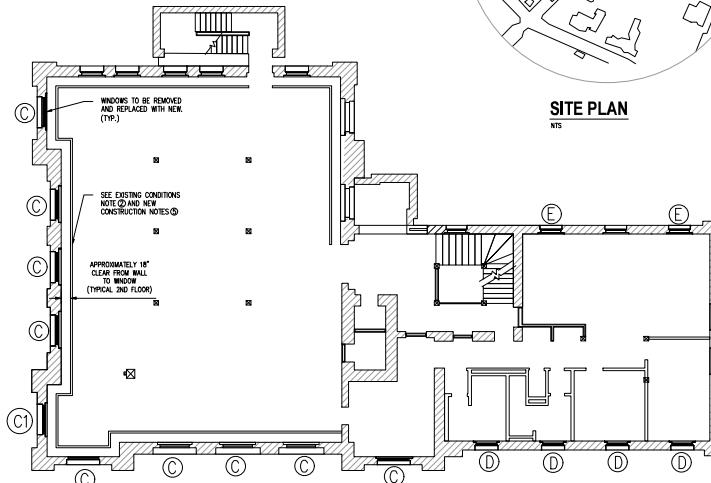
**EXISTING CONDITION: TYPICAL WINDOW REMOVAL, DEMOLITION AND PREPARATORY NOTES:**

READ WITH NOTES ON DRAWINGS BOTH EXISTING & NEW  
CAREFULLY REMOVE INTERIOR MILLWORK AROUND WINDOWS (INCLUDING CASINGS, SILLS, HEAD, JAMB EXTENSIONS AND INTERIOR STONE WINDOWS) TO BE RETAINED AND SET ASIDE FOR RE-USE/RE-INSTALLATION.

- DURING WINDOW REMOVAL DO NOT DISTURB COLUMNS AND LEVELS SUPPORTING STONE/MASONRY ABOVE OPENING. REMOVE AND DISPOSE OF EXISTING WOOD WINDOW SYSTEM AND ASSOCIATED COMPONENTS INCLUDING WOOD FRAMING AT PERIMETER OF GLAZED PIVOTIVE OTHER COMPONENTS AND DRAFT GUARDS. MOST EXISTING WINDOW FRAMES ARE FLUSH TO A WOOD SILL.
- REMOVE/DEMOLISH PARTITION WALLS IF NECESSARY TO FACILITATE THE PROPER INSTALLATION OF THE NEW WOOD WINDOWS.
- REMOVE AND DISPOSE OF EXISTING WOOD WINDOWS, UNLESS NOTED OTHERWISE MAKE GOOD ALL STONE/MASSORY AND PLASTER/DRYWALL DAMAGE.
- REMOVE ALL DAMAGED, CRACKED, CHIPPED OR ROTTING WOOD SILLS, UNSTABLE SECTIONS WHERE WINDOWS ARE SCHEDULED TO BE REMOVED.
- REMOVE & DISPOSE OF ALL OLD COATING PLASTER, PLYWOOD BACKHEADS OR SUSPENDED CEILINGS WHERE WINDOWS ARE SCHEDULED TO BE REMOVED.
- REMOVES SILL, REPAIR IN SILL AND REPLACE WITH NEW ONES.
- WORK ON SILL TO BE AS PER SPECIFICATIONS.
- IN SOME AREAS PLASTER EXTENDS INTO WINDOW JAMB THIS IS TO BE MADE GOOD AFTER WINDOW REPLACEMENT WORK.
- SAW CUT AND REMOVE PART OF EXISTING WALL WHEREVER IT IS AFFECTION BY WINDOWS TO BE REPLACED DO NOT REMOVE MORE THAN 1/2" OF EXISTING WALL.
- TYPICAL WORK AFTER REMOVAL OF WINDOWS - SECURE LOOSE MASONRY, FILL VOIDS WITH MORTAR, GRIND OFF ANY OBSTRUCTIONS AT HEAD OF WINDOW, REMOVE OLD SEALANT, WOOFY OR REPLACE INTERIOR SILL.
- MANTAIN SECURITY AND MEET TIGHTNESS OF BUILDING WITH 3/4" PLYWOOD AND SECURED IN PLACE WHEN WINDOWS HAVE BEEN IN PLACE REMOVED AND NEW WINDOWS ARE NOT YET INSTALLED.
- CLEAN AND REMOVE DURING SILL LEADS NO MORE THAN 1/2" IN DEPTH OF EACH WORK DAY.
- PROVIDE SILL SUPPORTS AND BRACE CONSTRUCTION WHERE APPROPRIATE SIZES TO BE VERIFIED ON SITE AND FULL SUPPORT PROVIDED AS PER SPECIFICATIONS AND ADVISED BY CONTRACTOR.
- CONTRACTOR SHALL RETAIN ALL WINDOW HARDWARE (LIFTS, LATCHES, ETC.) HANDBRAKE SHALL BE CLEARED STRIPPED TO SAME METAL, POLISHED AND SET ASIDE FOR RE-INSTALLATION

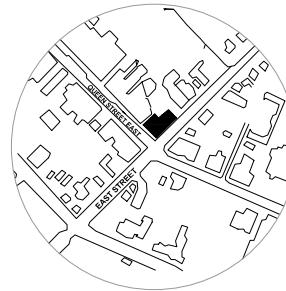
**NEW CONSTRUCTION NOTES:**  
THE FOLLOWING APPLY TO ALL NEW WORK

- SEAL INTERIOR PERIMETER OF ALL WINDOW FRAMES.
- VOIDS IN ALL FRAMES ARE TO BE FILLED
- FILL CAVITY WITH SEAL EXTERIOR AND INTERIOR PERIMETER OF WINDOW FRAMES. DO NOT CREATE CONDENSATE TRAP IN FRAMES ALONG BOTTOM.
- PATCH AND REPAINT CRACKS IN CONCRETE.
- ONCE THE WINDOW INSTALLATION WORK HAS BEEN COMPLETED ON SECOND FLOOR SOUTH SIDE, THE PARTITION WALL SHALL BE REPAINTED OR REPAINT AND SHALL BE FINISHED WITH BLACK PAINT ON THE SIDE FACING THE MUSEUM. THE PAINT COLOR IS TO MATCH THE EXISTING PAINT COLOR. THE PAINT COLOR IS TO MATCH THE EXISTING COLOR.
- TYPICAL - CUT PADS & REPAIR PLASTER AT JAMB HEADS AND TO SILL WITH EXISTING WALL.
- TYPICAL - REMOVE EXISTING & INSTALL NEW MATCHING WOOD FACED SILL AS REQUIRED. PROTECT SILL AGAINST ANY DAMAGE. SOME SILLS ARE CURRENTLY DAMAGED.
- TYPICAL - REMOVE AND REPAINT TRIM, BLINDS & BLIND TRACKS.
- TYPICAL - REMOVE AND REPAINT TRIM.
- TYPICAL - PROVIDE SCAFFOLDING OR TAKERS OF CONCRETE PIPES FOR LIGHTING ON EXTERIOR WALLS.
- TYPICAL - WHEREVER WALLS HAVE BEEN REMOVED, PLASTER PATCHED, PAINTED AND PAINTED TO MATCH THE EXISTING WALL.
- TYPICAL - WHEREVER REQUIRED IN SOA WASHROOM THE ADJACENT PARTITIONS TO BE DISMANTLED AND REINSTALLED AFTER INSTALLATION OF NEW WINDOWS.
- TYPICAL - PAINT ALL EXISTING WOODEN PARTITIONS.
- MODIFY OR REPAIR EXISTING EXTERIOR MILLWORK SILLS.
- RESET MASONRY LOOSENED BY THIS WORK.
- MAKE GOOD PLASTER - SMOOTH.
- REPAIR AND REPAINT JAMBS AND ANY DAMAGED WALLS. MAKE GOOD ALL PLASTER.
- REPAIR AND REPAINT TRIM OF ALL STEEL LEFT EXPOSED TO EXISTING COLOR.
- CLEAN OUT INTERIOR OF HEATING BASE BOARD/FAN CO. UNIT.
- SEALANT REQUIREMENTS-
  - ROOF AND SEAL INTERIOR AND EXTERIOR PERIMETER OF WINDOWS. SEAL FRAME-TO-FRAME JOINTS.
  - ROOF AND SEAL INTERIOR PERIMETER OF GLASS WITH STOPPS REMOVED.
  - APPLY PRIMARY SEAL TO FRAME BEFORE FINISHING TRIM IS APPLIED.
  - SEAL AROUND ALL TRIM WITHOUT CREATING MOISTURE TRAPS.
  - SEAL AT WINDOW FRAME PERIMETER



2ND - FLOOR KEY PLAN

NOTE: SECOND FLOOR WINDOWS ARE OPTIONAL PRICING ONLY



SITE PLAN

NTS



**met**  
Engineering Systems

CONSULTING ENGINEERING  
477 QUEEN STREET EAST SUITE 204  
SAULT STE. MARIE, ON N7A 1G2  
PHONE: (705)422-3344 FAX: (705)422-1477  
<http://www.meteng.com>

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ENGINEER'S SEAL



O ISSUED FOR TENDER 2023 08 25  
REV. DESCRIPTION DATE

PROJECT DESCRIPTION:  
HERITAGE WINDOW RESTORATION  
SAULT STE. MARIE MUSEUM  
690 QUEEN ST. EAST  
SAULT STE. MARIE, ONTARIO

DRAWING DESCRIPTION:  
ARCHITECTURAL  
2ND FLOOR KEY PLAN  
REMOVAL NOTES  
NEW CONSTRUCTION NOTES

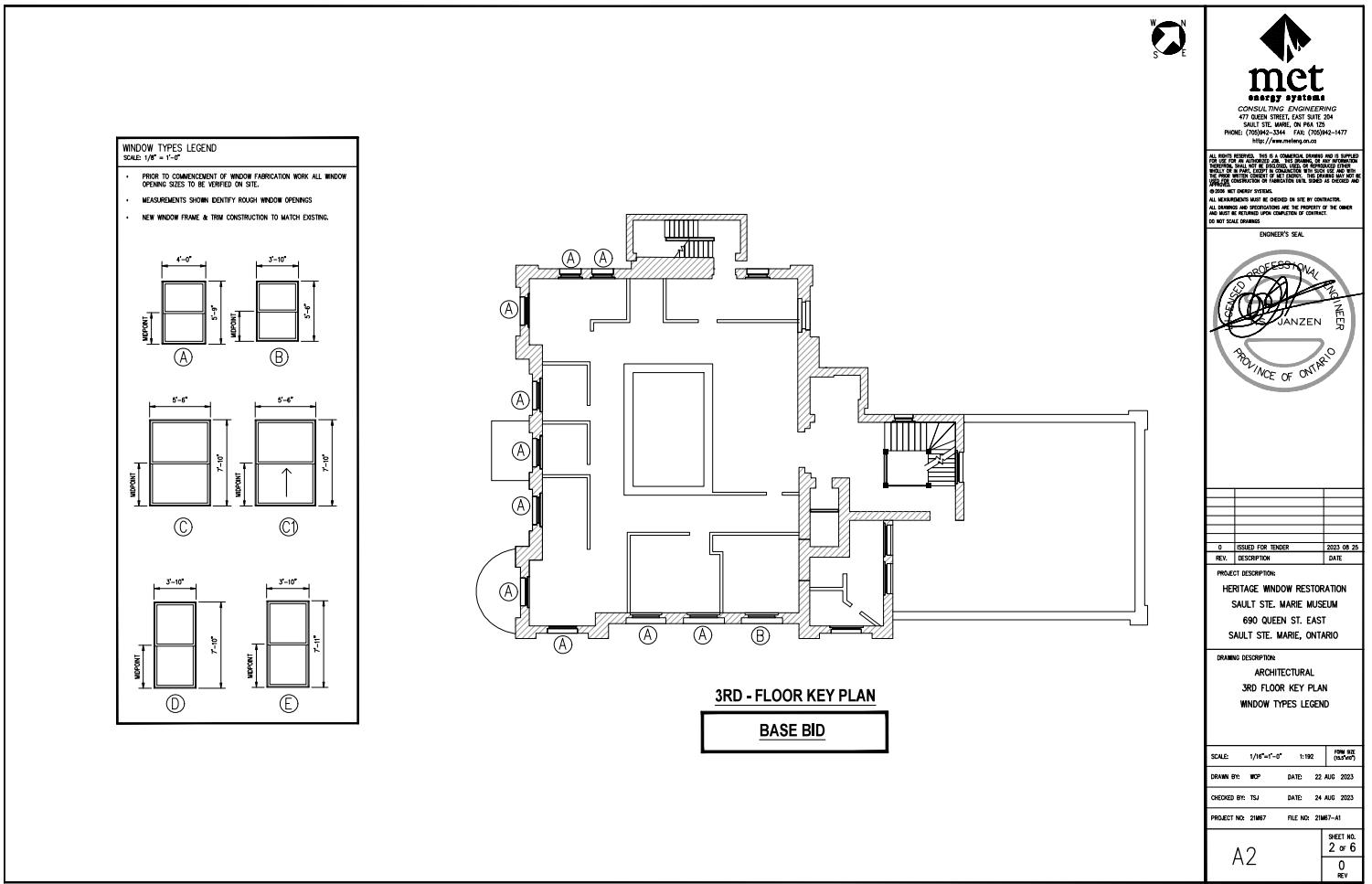
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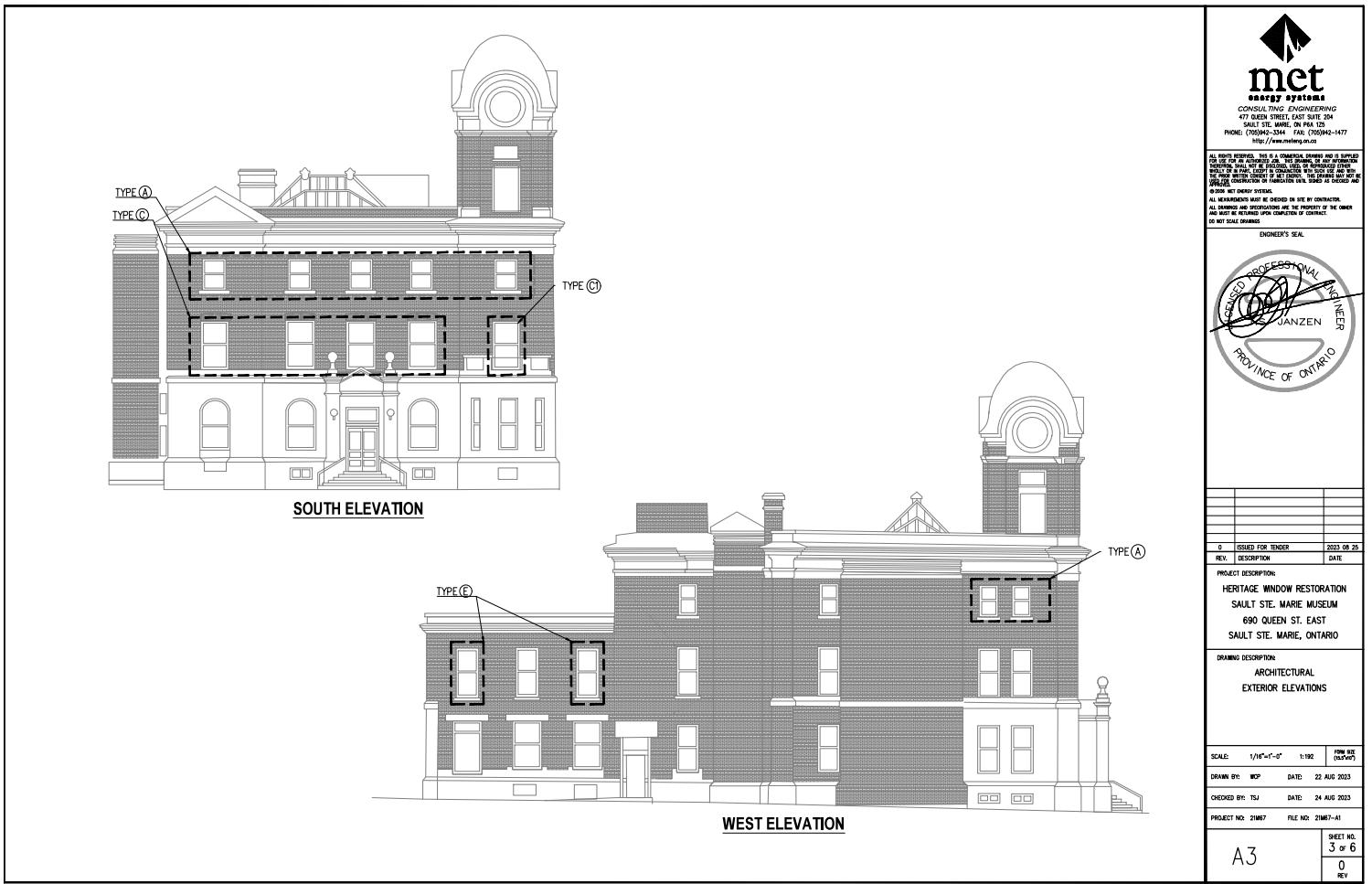
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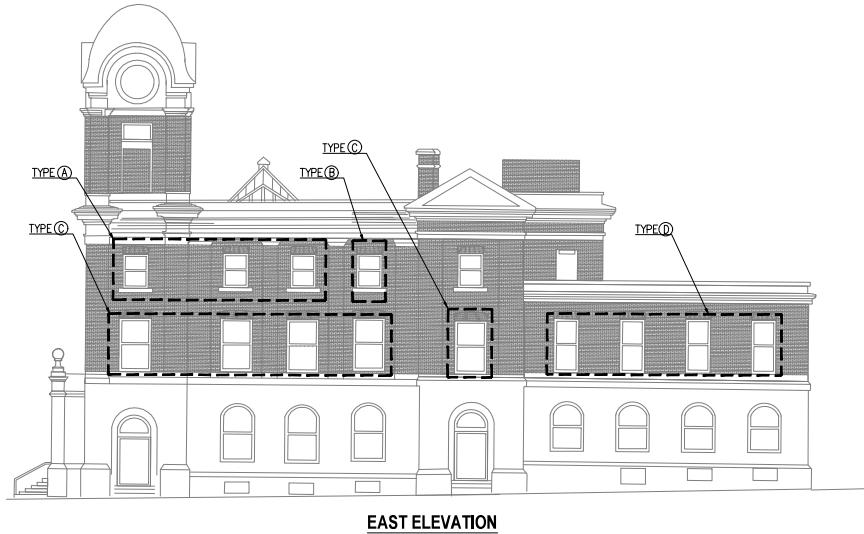
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PROJECT NO: 21MET FILE NO: 21MET-AI

SHEET NO.  
1 of 6  
0 REV







**met**  
CONSULTING ENGINEERING  
systems

477 QUEEN STREET, EAST SUITE 204  
SAULT STE. MARIE, ONTARIO P6A 2L2  
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0	ISSUED FOR TENDER	2023 08 25
REV. DESCRIPTION		DATE

PROJECT DESCRIPTION:  
HERITAGE WINDOW RESTORATION  
SAULT STE. MARIE MUSEUM  
690 QUEEN ST. EAST  
SAULT STE. MARIE, ONTARIO

DRAWING DESCRIPTION:  
ARCHITECTURAL  
EXTERIOR ELEVATION

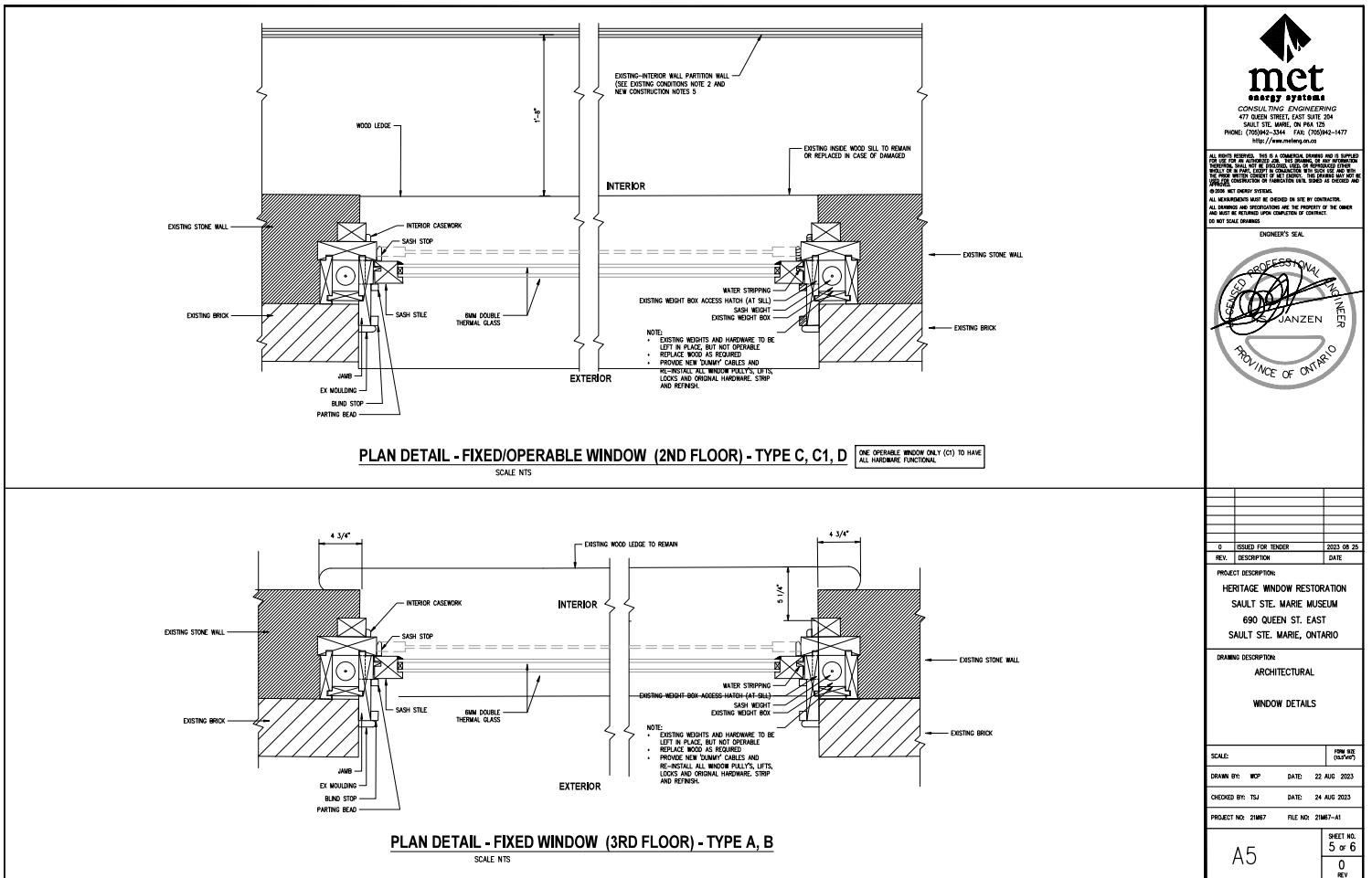
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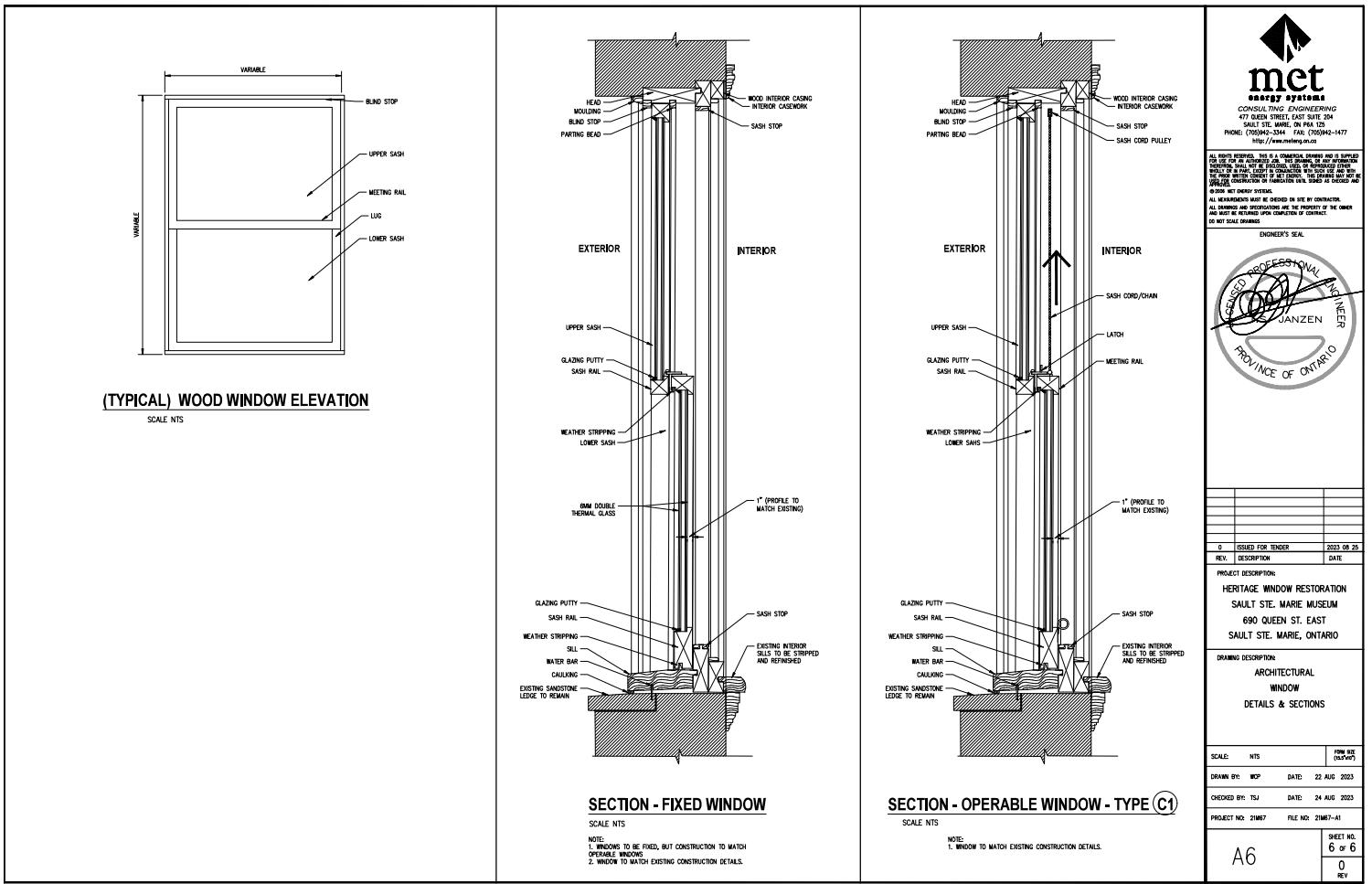
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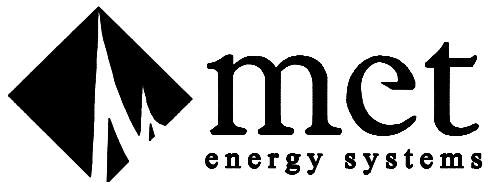
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PROJECT NO: 21MST FILE NO: 21MST-A1

A4	SHEET NO. 4 of 6
0	REV







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[www.meteng.on.ca](http://www.meteng.on.ca)

## TECHNICAL SPECIFICATIONS

# WINDOW REPLACEMENT

**SAULT STE. MARIE MUSEUM  
690 QUEEN STREET EAST  
SAULT STE. MARIE, ON.**

Client:

**The Corporation of City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON**

**TENDER CLOSING: 3:00 p.m. local time Thursday, September 7<sup>th</sup>, 2023**

At the City Clerk's office  
99 Foster Drive 4<sup>th</sup> Floor  
Civic Centre

**SITE VISIT: NON MANDATORY- Must be arranged**

**CITY FILE No.: 2023CDE-CS-EC-03-T(2)  
Museum Window Replacement**

**MET PROJECT NO: 21M67  
DATE: August 25, 2023**

**CITY REFERENCE # 2023CDE-CS-EC-03-T(2)**  
**Museum Window Replacement**

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As Issued by the City of Sault Ste. Marie

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- Dated: May 6, 2021

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

**CONTRACT 2023CDE-CS-EC-03-T(2) Museum Windows  
MET Project #21M67**

**INFORMATION TO TENDERERS**

**1. DEFINITION OF OWNER/AUTHORITY/ ENGINEER AND CONTRACT ADMINISTRATOR**

Wherever the word "Owner", "Municipality", "City", "Authority", "Corporation", "Engineer" or "Contract Administrator" appears in this Contract, it shall mean the City of Sault Ste. Marie

**2. DELIVERY AND OPENING OF TENDER**

Submissions for this Tender will be accepted in electronic format (preferred) or printed format (addressed as outlined below) until Thursday, September 7th at 3:00 p.m. local time (Eastern).

**Printed Submissions**

Sealed Tenders, properly marked as to contents, in tender envelopes, will be received by the City Clerk, Civic Centre-99 Foster Drive, 4<sup>th</sup> Floor, Sault Ste. Marie, Ontario P6A 5X6,

**Electronic submissions**

Must be sent to the following email address:

[Tenders.Purchasing@cityssm.on.ca](mailto:Tenders.Purchasing@cityssm.on.ca)

With this subject line: Tender – Electronic Submission –  
**Contract 2023CDE-CS-EC-03-T(2) Museum Windows**

Electronic submissions must be in pdf format only. Links to drop boxes or other forms of cloud storage are not acceptable. Emails including the Tender are limited to 10 MB or less for mailing purposes. If submission is larger than 10MB, send in multiple emails marked as 1 of #; 2 of #; etc. Electronic submissions must be complete in every way meeting the requirements of printed submission; save and except the provision of multiple copies. The date stamp provided by the City's email server will be the official time of receipt. Bidders should recognize that delays may develop during delivery of electronic submissions of a tender and submit their tender well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

Bidders agree to submit a printed original version of their electronically submitted Tender including all attachments upon request only by email, courier or hand delivery. However, original bid bonds and agreement to bond must be sent to the City by the closing date (addressed as outlined above Printed Submissions).

Bidders are requested to govern themselves accordingly.

**Opening of the Tender**

A public opening of this tender will be held at 3:15 p.m. local time on Thursday, September 7<sup>th</sup>, 2023 at the Civic Centre, 99 Foster Drive, during which time viewing is available at <https://www.youtube.com/saultstemarie.ca>. Bid Summaries will appear on the Public Notices section of the City's website after closing.

**3. INFORMAL TENDERS**

Tenders which are incomplete, unbalanced, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal. All blanks must be legibly and properly filled in otherwise the tender may be declared informal. Persons tendering are required to fill in all blanks. Should any uncertainty arise as to the proper manner of doing so, instruction on proper procedure will, upon request, be given by the Engineer.

**4. TENDER DOCUMENTS**

All tenders must be made on the printed forms supplied for that purpose. No others will be considered. Each tender shall be in accordance with the Contract Documents and shall include a completed Form of Tender, Tender Deposit (Section 12), Agreement to Bond (Section 14), the completed List of Subcontractors (Section 16), List of Tenderer's and Subcontractor's Senior Staff (Section 17) and List of Tenderer's and Subcontractor's Experience in Similar Work (Section 18).

**5. DEPOSIT FOR PLANS AND SPECIFICATIONS**

Deposits are not required for Drawings and Specifications. Only digital forms will be made available.

**6. PRICES SUBMITTED**

The tender price or prices quoted in the Tender shall be in full compensation for all labour, equipment, materials, utility and transportation services necessary to perform and complete all work under the Contract, including all miscellaneous work, whether specifically included in the Tender Documents or not. It is the intention of the Drawings and Specifications to provide finished work. Any items omitted there from which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender Documents.

**7. GENERAL CONDITIONS, STANDARD SPECIFICATIONS AND DRAWINGS**

All work shall be carried out in accordance with the current Ontario Provincial Standard Specifications and Drawings as adopted by the City. The current General Conditions apply to this contract.

**8. DISCREPANCIES**

If a Tenderer finds discrepancies in, or omissions from the Contract Documents, or if the Tenderer is in doubt as to their meaning, the Tenderer shall notify the Engineer, who may issue a written addendum. Neither the Municipality nor the Engineer will make oral interpretations of the meaning of the Contract Documents.

Addenda issued during the tendering period shall be allowed for by the Tenderer in submitting the tender.

**9. EXAMINATION OF SITE**

The Tenderer shall visit the site of the work before submitting the tender and shall by personal examination satisfy themselves as to the local conditions that may be encountered during construction of the work. The Tenderer shall make their own estimate of the facilities and difficulties that may be encountered and the nature of the sub-surface materials and conditions. The Tenderer shall not claim at any time after submission of their tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

**10. TENDER PARTS**

The division of the Form of Tender into several parts is for administrative purposes only. Tenderers shall bid on all parts. Incomplete tenders will not be accepted.

**11. HARMONIZED SALES TAX**

HST is extra to tendered pricing and shall not be included in the Unit price tendered.

**12. TENDER DEPOSIT**

Each tender shall be accompanied by a tender deposit in the form of a bid bond, certified cheque, money order or bank draft payable to the Treasurer of the Corporation of the City of Sault Ste. Marie in the amount of **10% of the Tender Price**.

Such deposit shall be security to the owner that the Tenderer, if awarded the contract will execute the agreement, supply bonds, insurance documents and a Workers' Compensation Board Clearance Certificate within three (3) weeks of being notified of the award and start work as specified. The security will be forfeited to the Municipality if the accepted Tenderer fails to enter into the formal contract within the specified time.

Tender deposits of all Tenderers except the lowest and second lowest Tenderers, will be returned within three (3) working days after the tender closing.

The tender deposit of the two low Tenderers will be retained until a tender has been accepted and the contract properly executed.

**13. BONDS**

The Successful Contractor shall be required to furnish a Contract Material and Labour Payment Bond for 50% of the amount of the tender and a Contract Performance Bond for 100% of the amount of the tender, issued by an approved Surety Company. Such bonds shall be approved by and be acceptable to the Municipality and must be furnished when the Contractor signs the contract. If a tender deposit is provided by Certified cheque, money order or bank draft, this money will be retained until substantial completion is reached and agreed upon by all parties in lieu of bonding. In addition to the deposit, an additional payment for 50% of the contract value will be required to be submitted within 48 hours of award of the contract.

**14. AGREEMENT TO BOND**

If a bid bond is provided, each tender must be accompanied by an "Agreement to Bond" from an approved guarantee company as surety that the Tenderer can obtain the required Contract Material and Labour Payment Bond and the required Contract Performance Bond.

**15. WORKPLACE SAFETY & INSURANCE BOARD**

The Contractor shall furnish evidence of compliance with all requirements of the Workplace Safety & Insurance Act of Ontario. Such evidence shall include a Certificate of Good Standing issued prior to the execution of the contract, and a further certificate issued prior to the release of the Construction Lien Holdback.

**16. SUBCONTRACTORS**

The Tenderer shall submit with his tender a full list (with addresses) of all subcontractors they propose to use on the project. Subcontractors not listed at time of tender opening will be considered hired equipment. This list is to be submitted on the loose form provided in the Tender Documents.

**17. TENDERER'S & SUBCONTRACTOR'S SENIOR STAFF**

The Tenderer shall submit with his tender a list of all senior staff to be employed on this contract, including those of the subcontractor. The information shall be submitted on the loose form provided in the Tender Documents.

**18. TENDERER'S & SUBCONTRACTOR'S EXPERIENCE IN SIMILAR WORK**

The Tenderer shall submit with his tender a list of projects completed involving work similar to this contract, for his own forces and the subcontractor. The information shall be submitted on the loose forms provided in the Tender Documents.

**19. OCCUPATIONAL HEALTH AND SAFETY ACT**

For purposes of the Occupational Health and Safety Act, the Contractor for this project will be designated as the Constructor and will have the responsibilities of the Constructor as set out in the current Act and its Regulations.

To this end the Ministry of Labour shall be notified of the commencement of work on the project, with copies of such notification to be forwarded to the Corporation.

The Contractor will agree to take responsibility for any health and safety violations as well as the cost to defend any charges as a result of any violation.

**20. TENDER LEFT OPEN**

The lowest and second lowest Tenderer shall keep his tender open for acceptance for sixty (60) days after the closing date. Withdrawal during this period will result in forfeiture of the tender deposit.

**21. PROGRESSION OF WORK AND COMPLETION DATE**

The Contractor shall start work on this job within ten (10) days of receiving written notification from the Engineer to proceed and shall continuously work in an orderly manner to prevent the least amount of delay, to completion. The time for completion, detours and sequence of operations, shall be specified in the Special Provisions contained herein.

**22. CONTRACTOR'S WORK FORCE**

The Contractor will be required to use local manpower as much as possible for the work under this contract. The Contractor shall adhere to the Municipality dress standard.

**23. RIGHT OF CITY**

The Municipality reserves the right to reject any and all tenders and the lowest tender will not necessarily be accepted.

The Municipality shall not accept any inconsistency in the Unit Prices bid for various items.

The Municipality reserves the right to delete any portion or part of the work outlined and the bidder agrees to such cancellation without any claim whatsoever because of such cancellation.

**24. STATUTORY DECLARATION OF PAYMENTS, LIENS & LIABILITIES**

Prior to the release of the Construction Lien Holdback, the Contractor shall be required to complete a "Statutory Declaration of Payments, Liens and Liabilities" form. The Corporation will supply the Contractor with the necessary form. A sample copy of such a form is included following the "Information to Tenderers".

**25. TENDER CONFIDENTIALITY**

The City of Sault Ste. Marie will consider all tenders as confidential, subject to the provisions set out in the *Municipal Freedom of Information and Protection of Privacy Act*. The names of the tenders and the total amount of the tenders will be made available to the public. However, unit prices will not be made available to the public unless required to do so by the Information and Privacy Commission.

**26. WITHDRAWAL PROCEDURES**

A bidder will be permitted to withdraw their bid unopened, after it has been deposited, provided such request is received by the Municipality in writing prior to the time specified for the submission of bids. Withdrawal requests must be directed to the Municipality, to the attention of City Clerk by hard copy. Upon return the request will be signed and kept as record of the return.

The withdrawal of a tender does not disqualify a bidder from submitting another tender for the same contract provided that all of the tender procedures are observed, and the new bid is deposited in the tender box prior to the terminal time for closure. However, unless withdrawal procedures have been followed, more than one tender from the same bidder will result in the disqualification of the bidder.

The Bid Deposit shall be forfeited to the Corporation when a bidder attempts to withdraw his or her tender after tenders have been opened, in addition to any consequence or legal penalty that may apply.

**27. SUBSTITUTIONS**

Where, pursuant to the contract documents, the Contractor is required to supply an article or group of related articles designated by trade or supplier's name followed by the words "or approved equal" or similar such terminology, the tender shall be based only upon supplying the article or group of articles so designated, which shall be regarded as the standard of quality required by the specifications.

No ruling on a proposed substitution and "approved equal" will be made prior to acceptance of a tender. No substitutions shall be made without the prior approval of the Engineer. No tender price shall be based on a presumed acceptance by the Engineer, of a substitute item of supply.

**28. CONTRACTOR PRE-QUALIFICATION**

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract and shall be kept current for the duration of the Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by

contacting Shelley Olar, Risk Manager, telephone 705-759-5768 or by email to [s.olar@cityssm.on.ca](mailto:s.olar@cityssm.on.ca). Responsibility for compliance with this requirement for its Subcontractors is the responsibility of the successful Contractor. Failure to comply with the requirements of this Program will result in loss of the contract.

**29. MATHEMATICAL ERRORS**

In the event of mathematical error found in the pricing page, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction(s) will be applied to the total bid price quoted.

**30. AWARD OF TENDER**

The award of the Tender is subject to approval of City of Sault Ste. Marie Council. Once approved, the successful bidder must sign the form of agreement with the City of Sault Ste. Marie, the attached schedule and provide any other post-bid submissions.

## **STATUTORY DECLARATION OF PAYMENTS, LIENS AND LIABILITIES**

PROVINCE OF ONTARIO ) IN THE MATTER of a certain agreement dated the \_\_\_\_\_  
                        ) day of \_\_\_\_\_ of 20\_\_\_\_ and made  
MUNICIPALITY OF THE ) between \_\_\_\_\_  
CITY OF SAULT STE. ) and the Corporation of the City of Sault Ste. Marie  
MARIE                 ) for \_\_\_\_\_

I/We \_\_\_\_\_  
(Full Name or Names)  
of the \_\_\_\_\_ of \_\_\_\_\_  
in the Province of \_\_\_\_\_.  
do solemnly declare:

1. That I am \_\_\_\_\_  
(President, Secretary, Treasurer or Partner, etc.)  
of the contractor named in the contract above-mentioned and as such, have personal knowledge of the facts herein declared.
  2. That all persons who have performed any work or service upon or in respect of or placed or furnished any material or things to be used in connection with the above contract have been fully paid or their claims have been settled in respect of such work, service, material or things and there are no garnishees, attachments, or claims relating thereto.
  3. That all subcontractors who were engaged in or in any way associated with the performance of any part of the above contract have been fully paid or their claims have been settled in respect thereof except to the extent of monies that have been held by written agreement with any such subcontractors.
  4. That all subcontractors who were engaged in or in any manner associated with the performance of any parts of the above contract have discharged all liabilities which they incurred in respect thereof.
  5. That all claims for damage of property or injury to persons of which the above-named contractor has received notice have been fully paid or settled.
  6. That the above-named contractor has not had any notice or grounds for a claim (other than those covered in paragraph 5 above) connected with this contract by a third party and for which a claim might be made and I believe no such claim will be made.
  7. That no one is entitled to claim a lien under the Construction Lien Act against the said lands or any part thereof.
  8. That \_\_\_\_\_ has/have completed the work or services to be performed and the materials to be placed or furnished by \_\_\_\_\_ upon the lands described as \_\_\_\_\_ in the City of Sault Ste. Marie.
  9. That there are no judgments or executions against \_\_\_\_\_. (me, either of us, the said)

10. That nothing is owing by me/either of us/the said \_\_\_\_\_ or claimed against me/either of us/the said \_\_\_\_\_ for Canadian Unemployment Insurance deductions, Canadian Income Tax, Ontario Corporations Tax, Ontario Sales Tax, or by way of contributions or assessment under the Workers' Compensation Act.
11. That \_\_\_\_\_ has/have not made any assignment for the benefit of creditors nor has any receiving order been made against \_\_\_\_\_ under the Bankruptcy Act nor has any petition for such an order been served upon.

Severally declared before me in the  
\_\_\_\_\_ of  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
A Commissioner, etc.

\_\_\_\_\_  
Contractor

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

**TENDERER'S CHECK LIST**

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**BEFORE SUBMITTING YOUR TENDER, CHECK THE FOLLOWING POINTS:**

- 1)** Has your Tender been signed, sealed and witnessed?
- 2)** Have you enclosed the Tender Deposit? (*delivered to City in envelope marked to City Clerk*)
- 3)** Have you enclosed the Agreement to Bond, (Letter of Undertaking) signed and sealed by your proposed Surety? (*delivered to City in envelope marked to City Clerk*)
- 4)** Have you completed all Schedules and Prices in the Form of Tender?
- 5)** Have you listed your Subcontractors? (if applicable)
- 6)** Have you listed your Tenderer's Senior Staff List?
- 7)** Have you answered the Occupation Health and Safety Declaration on the form of tender
- 8)** Are the Documents complete?
- 9)** Have you completed the Qualification Rating and forwarded it to the Ministry of Transportation? (if applicable)
- 10)** Have you enclosed the Official Form of Tender?
- 11)** Have you read the Information to Tenderers section and the Special Provisions Section of the Contract documents?

**MAKE SURE THAT YOU SEAL THE TENDER IN THE OFFICIAL TENDER ENVELOPE AND MARK THEREON THE CONTRACT NAME AND NUMBER.**

## **FORM OF TENDER**

### **CITY REFERENCE # 2023CDE-CS-EC-03-T(2) Museum Window Replacement**

#### **FT.01 TENDER PRICE**

1. Offer by –
  
2. To The City of Sault Ste. Marie

We, the undersigned, herein offer to provide all labour, material and services required to complete the work of all trades and agree to enter into a Contract for the completion of:

#### **BASE BID – 3<sup>RD</sup> FLOOR WINDOWS**

**Sault Ste. Marie Museum Window Replacement  
690 Queen Street East  
Sault Ste. Marie, ON**

for the Total Tender Price (H.S.T. extra) of

.....  
..... /100 dollars (\$ )

#### **FT.02 CONTINGENCIES AND ALLOWANCES**

- A. We agree that there are no Contingencies or Allowances in this contract.

#### **FT.03 QUANTITIES**

- A. The base bid tender price is compiled from the replacement of all of the windows shown on the drawings on the third floor. Options to add windows shown on the drawings second floor is available.

#### **FT.04 ADDITIONS AND DEDUCTIONS**

- A. We agree that the valuation of additions to the contract shall be made as follows:  
B. Price to add one window to the contract

#### **FT.05 ADDENDA**

- A. We agree that we have received addenda ..... to .....\* inclusive, and the tender price includes the provisions set out in such addenda.

\* **Tenderer to Complete**

## **FT.06 SCHEDULE OF TENDER PRICES**

Unit prices must be inclusive of all mobilization, demolition, travel, lodging, per diem, hoisting, rigging, lifts, scaffolding, overhead profit insurance, etc.

- A. Bidders shall fill in all Unit Prices and Total Prices.
- B. Type A or B \$\_\_\_\_\_ (plus HST) Add one window
- C. Type C \$\_\_\_\_\_ (plus HST) Add one window
- D. Type C1 \$\_\_\_\_\_ (plus HST) Add one window
- E. Type D or E \$\_\_\_\_\_ (plus HST) Add one window

## **FT.07 PROVISIONAL ITEMS**

There are no provisional items in this contract.

I/We confirm that the Corporation, its Offices and Directors, and supervisory staff have not been convicted of an offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act: Yes    No   

OFFERED ON BEHALF  
OF THE CONTRACTOR

---

SIGNING OFFICER NAME (PRINT)

CONTRACTOR'S SEAL

---

SIGNING OFFICE SIGNATURE  
I have the authority to bind the Corporation

---

WITNESS SIGNATURE (must be present if  
Corporate Seal is not affixed to Form of Tender)

---

COMPANY NAME

---

ADDRESS

---

DATE

CITY REFERENCE # # 2023CDE-CS-EC-03-T(2)

**Museum Window Replacement**

**MET Project 21M67**

**STATEMENT SHEET**

**LIST OF SUBCONTRACTORS**

The Tenderer shall list, on this sheet, the name of each proposed Subcontractor. A list of possible sub-trades is listed below. The Tenderer shall make an entry against each possible sub-trade listed by naming the proposed Subcontractor or by entering "by own forces", whichever applies.

If the Tenderer proposes to sublet a part of the work which is not listed below, he shall add the sub-trade and the proposed subcontractor's name to the list.

<u>Trade</u>	<u>Subcontractor</u> (include address & telephone number)	<u>Value</u>
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Windows

Window Frames

Installation of Windows

Any Other Subcontractors Not Identified Above

CITY REFERENCE # 2023CDE-CS-EC-03-T(2)  
**Museum Window Replacement**

**STATEMENT SHEET**  
**TENDERER'S & SUBCONTRACTOR'S EXPERIENCE IN SIMILAR WORK**

The contractor must provide example of similar projects to this one to show experience in this installation.

Similar projects where Tenderer acted as Prime or Subcontractor -Minimum of Three (3)

<u>Project</u>	<u>Date</u>	<u>Value</u>	<u>Prime or Sub</u>
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CITY REFERENCE # 2023CDE-CS-EC-03-T(2)  
**Museum Window Replacement**  
MET Project 21M67

**STATEMENT SHEET**  
**TENDERER'S & SUBCONTRACTOR'S SENIOR STAFF**

**STAFF**

<u>Position</u>	<u>Name</u>	<u>Experience</u>
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**1 Definitions**

- 1.1 **Owner** – means the Owner or the Owner's authorized agent or representative as designated to the Contractor in writing, but does not include the consultant.
- 1.2 **Consultant** – means the Engineer, or entity licensed to practice in the territory of the Place of Work. The term Consultant means the Consultant or the Consultant's authorized representative.
- 1.3 **Work** - means the whole of the Works including all labor, materials, products, and services required to be supplied, installed and/or erected by the Contractor under the Contract.
- 1.4 **Material** - means all commodities, articles, and other things required to be furnished under the Contract.
- 1.5 **Materials & Supplies** - means tools, implements, machinery, vehicles, equipment, commodities and all other articles necessary to perform the Work.
- 1.6 **Contract** - means, but shall not necessarily be limited to, the complete Tender Documents including: Instructions to Bidders, General Conditions, Scope of Work, Service Standards, Tender Form and Tender Attachments (as may be required).

**2 Assignment of Contract**

- 2.1 Owner has the right to refuse any Contractor or Sub-Contractor.
- 2.2 Work shall be performed under one Contract utilizing the Canadian Construction Document CCDC 2, 2020 - Stipulated Price Contract. The contract shall govern the performance of each section of the specifications.
- 2.2 These General Requirements generally specify work and co-ordination that is the responsibility of the General Contractor but are not intended to define the responsibilities between the Contractor and Sub-Contractors. Ensure that Sub-Contractors fully understand the Contract
- 2.3 Notwithstanding paragraph 2.1, no assignment or sub Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Owner to an assignee or sub Contractor
- 2.4 Subject to the preceding provisions of this section, the Contract shall ensure to the benefit of and shall be binding upon the successors and assigns of Owner and the Contractor.

**3 Interpretation of Contract**

- 3.1 Owner/Consultant shall be the interpreter of the Contract and of the obligations of the Contractor thereunder.

**4 Conflict of Interest**

- 4.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it in writing immediately to the Consultant.
- 4.2 The Contractor shall provide competent supervision of its Workers, which Workers will be

skilled in the tasks assigned to them. This supervisor will be accessible to Consultant and will receive any order or communication relating to the Work on behalf of the Contractor.

Supervisors and Workers not satisfactory to Owner/Consultant shall be removed from the Work and replaced forthwith.

- 4.3 Any Person involved in the Work will be required to meet the Client Corporation's security clearance criteria.
- 4.4 It is the responsibility of the Contractor in formulating the bid to ascertain the labor conditions existing at the Place of Work with particular reference to union non-union labor and comply with these conditions. The cost of doing so shall be included in the Tender price.
- 4.5 The Contractor will cooperate fully with other Contractors or Workers sent to the site of Work.

## **5 Protection and Housekeeping**

- 5.1 The Contractor shall guard and otherwise protect from damage, the Work, the property of the Owner and property adjacent to the site. The Contractor shall make good all damage resulting from the Contractor's operations or negligence under the Contract at its own expense.
- 5.2 The Contractor shall repair within seventy-two (72) hours any damage caused by the Contractor.
- 5.3 The Contractor will daily, upon completion of the day's Work, clear and clean the Work and its site to the satisfaction of, and in accordance with, any decision of the Facility/Project Manager.

## **6 Site Conditions**

- 6.1 **Before any planning or installation, ALL related divisions shall meet and co-ordinate with General Contractor to determine spacing and routing of all Piping, Ductwork, Conduits, Wiring etc.**
- 6.2 Dedicated on-site parking shall be indicated to the Contractor by the Owner.
- 6.3 Materials pertinent to immediate future use shall be stored on site only. No interference of facility operation will be permitted. Dedicated area will be indicated to contractor by owner prior to commencement of work.
- 6.4 Contractor is solely responsible for all construction aids, hoisting equipment, and all items necessary to complete entire scope of work.
- 6.5 Construction may take place during normal working hours. If construction poses a disturbance "or" safety issue to standard facility operation, work shall take place after normal working hours at no additional expenses.

## **7 Debris**

- 7.1 During construction, the trades shall remove from the project site debris caused by their work immediately. No corridors shall be blocked and there shall be no interference with any production at any time. All debris removed shall be at the Contractors expense. No On-Site

refuse bins shall be used unless approval received in writing by owner.

- 7.2 The Contractor shall enforce the requirements of this Specification, regulatory authorities and specific requests, which the Prime Consultant may issue.
- 7.3 Bulk containers which the Contractor may provide for assembly of debris shall: be placed in a convenient area not obstructing the Owner's operations, be covered or otherwise protected, be emptied when full but at a time not obstructing the Owner's use of the grounds. Coordinate efforts to remove debris with the Owner.

## **8 Notice**

- 8.1 Provide any notices indicated via mail, and e-mail.

## **9 Records to be kept by the Contractor**

- 9.1 The Contractor shall keep proper accounts and records of the cost of the Work and all expenditures or commitments made by the Contractor including invoices, receipts and vouchers, which shall with two (2) days written notice be open to audit and inspection by Owner or Consultant.

## **10 Occupational Health and Safety Act**

- 10.1 The Contractor shall provide a qualified staff person on site at all times who is knowledgeable in the obligations of the Act and will ensure that the requirements of the Act are fully complied with.
- 10.2 It is specifically drawn to the attention of the Contractor that the Occupational Health and Safety Act provides in addition to other matters that;
- A Constructor shall ensure that, on a project undertaken by the Constructor, that the measures and procedures prescribed by this Act and Regulations, are carried out on this project.
  - Every employer and every Worker performing work on the project complies with the Act and the Regulations and
  - The Health and Safety of Workers on the project is protected.
  - The Contractor shall pay all such assessments as will protect him and the Algoma District School Board from claims under the Workplace Safety and Insurance Act.

## **11 Health and Safety Qualifications**

- 11.1 The Successful Contractor shall supply the following documents;
- Workers Safety & Insurance Board CAD rating and Certificate of Clearance.
  - Certificate of Clearance documentation is to remain current throughout the course of the project with updated certificates submitted to the Consultant.
  - Copy of the Signed Contractors Health and Safety Policy with proof of training and listing of programs developed that support the Policy Statement.
  - A copy of Proof of Training for each employee, by a valid first aid instructor to show compliance with Workplace Safety & Insurance Act Regulation 110 showing the level of training and expiry dates, and details of level of First Aid supplies present at work site are required. A signed statement by the Contractor attesting to compliance with the following:

- WHMIS Regulations including proof of annual refresher for all personnel.
- Occupational Health and Safety Act
- Contractor to provide COVID-19 work policy for review and approval by ADSB. Contractor to follow all current mandated screening policies for working on ADSB sites.
- Specifically, that all engaged in the project have completed the 'Basics of Fall Protection' training program by the Construction Safety Association of Ontario
- Personal protective equipment required by provincial legislation and Owner's requirements-including but not limited to:
  - Class B Hard Hat
  - Approved CSA Footwear
  - Approved CSA Hearing Protection where necessary
  - Approved Safety Glasses

**12 Rejected or Defective Work**

- 12.1 Defective or damaged Work, attributable to the Contractor, which has been rejected by either Owner/Consultant or the Client Corporation, shall be replaced and/or made good by the Contractor in accordance with the Contract at the Contractor's expense.
- 12.2 The Contractor shall, at its own expense, rectify and make good any defect in the Work and resulting damage, which may appear within one (1) year from the date of the final acceptance of the Work by Owner.

**13 Laws, Notices and Permits**

- 13.1 The Contractor shall give the required notices and shall comply with the laws, ordinances, rules, regulations, codes and orders of any authorities and utilities having jurisdiction that relate to the Work and the preservation of public health and safety.
- 13.2 The Contractor is responsible to apply and pay for all permits pertaining to the project.
- 13.3 The Contractor warrants and certifies that it has complied with Article (15) of Federal Regulation number 89, which states that an employer who hires a person in insurable employment shall request the employee to produce to the employer a Social Insurance Number Card within three (3) days after the employee commences employment.  
Non-compliance with this Article is cause for termination without notice of this Contract.

**14 Taxes and Duties**

- 14.1 The Contractor shall pay all government taxes and duties, including the **HST**, with respect to the Contract. The Contract Price, set out in the Tender Form is exclusive of the HST.

**15 Indemnification by the Contractor**

- 15.1 The Contractor shall indemnify and save Owner, their agents and employees harmless, from and against all claims, demands, losses, costs, including legal costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, its servants, agents and sub-contractors in performing the Work, including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.

- 15.2 The Contract between Owner and Contractor contains a clause relieving Owner and any person engaged in the Work from liability for any loss of revenues, loss of profit or any other indirect or consequential damages suffered by the Contractor.

**16 Insurance**

- 16.1 The Contractor, at its own expense, procure and maintain in force for the duration of this Agreement:
- 16.2 Comprehensive General Liability Insurances, with a minimum limit not less than five million dollars (\$5,000,000.00) inclusive of bodily injury (including death) and property damage per occurrence or series of occurrences arising from one cause. The policy or policies shall cover all operations of the Contractor, products and completed operations, personal injury non-owned automobiles, contractual liability.
- 16.3 Builder's Risk Insurance/Installation Floater (for projects) insuring the full value of any work in the amount of the contract price and the full value, as stated, of products that are specified to be provided by Owner into any work. The policy shall insure against all risks of direct loss or damage and shall apply to all products, labour and supplies of any nature whatsoever, the property of the insured's or others for which the insured's may have assumed responsibility, to be used in or pertaining to site preparation, demolition of existing structures, erection and/or repair or any insured project while on site or in transit.
- 16.4 The foregoing insurance coverage's shall be underwritten by an insurer licensed in the province in which the Contractor provides the Services under this Agreement.
- 16.5 Owner is to be added as additional insured's to all of the above policies, but with respect to the operations covered by this Agreement.
- 16.6 The Contractor shall deliver to Consultant a certificate or certificates of insurance as evidence that the required coverage's are in effect and that Owner shall be given thirty days prior written notice of cancellation or expiry of or material change to such coverages.
- 16.7 It is the sole responsibility of the Contractor to determine what additional insurance coverages, if any, are necessary and advisable for its own protection or to fulfill its obligations under this Agreement. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

**17 Suspension or Termination**

- 17.1 Owner may suspend or terminate the Contract as per CCDC.

**18 Applications for Payment and Payment**

- 18.1 The Contractor will make an application for payment monthly as per CCDC.
- 18.2 Application for payment shall be submitted to Consultant, approved and re-submitted to Owner for release of monies.
- 18.3 Notwithstanding the number of Work orders or other written notices issued to the Contractor by Owner, within any calendar month, Owner will pay for any Work undertaken by the Contractor under this Contract only once per month.
- 18.4 Any payment made by Owner shall not be construed as evidence that the Work is satisfactory or in accordance with the Contract.

18.5 **Substantial Performance will not be granted until all Manuals, As-Builts, ESA Certificate, Fire Alarm Verification, owner training, commissioning, City building permit etc. has been completed and submitted. All systems must be operational prior to Substantial Performance being awarded.**

**19 Workers Compensation**

19.1 The Contractor will provide Owner with current certificates of clearance from the Workers Compensation Board or Commission de la Santé et Sécurité au Travail of the Province in which the Work is being undertaken throughout the course of the Contract.

**20 Toxic and Hazardous Substances and Materials**

20.1 If the Contractor encounters toxic or hazardous substances or materials the Contractor shall take all reasonable steps to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to or the presence of the substances or material and shall immediately report its findings to Owner by telephone or fax and confirm in writing.

20.2 If the Contractor is delayed or incurs additional costs as a result of encountering heretofore-unknown toxic substances or materials the time for performance of the Work shall be extended and the Contractor will be reimbursed its proper costs.

20.3 The Contractor shall dispose of all toxic and hazardous substances and materials in accordance with all federal, provincial and municipal standards, codes and regulations.

20.4 Contractor shall not bring any toxic or hazardous substances or materials to site. If such substances are found they shall be removed and replaced. Contractor will incur all costs associated.

**21 Cooperation and Protection**

21.1 The Contractor shall cooperate fully with other Contractors or Workers sent onto the Place of Work.

21.2 Perform Work with a minimum disturbance to occupants, public and normal use of the premises.

21.3 The Contractor shall give the required notices and shall comply with the laws, ordinances, rules, regulations, codes and orders of Authorities having jurisdiction that relate to the Work, the preservation of public health and to construction safety.

21.4 The Contractor will comply with the requirements of the current building use. All required documents are available for study from Owner. Make all provisions for required training from Owner.

21.5 The Contractor will be responsible for security for security of the building. Further building shall be secured at end of each shift including locking or securing of all entry points and arming of security system. If failure to secure and arm building owner may require third party security company to be retained at contractors expense.

21.6 The Contractor shall be solely responsible for construction safety at the place of the Work.

21.7 Should the prosecution of the Work require interference with any electronic voice and data equipment operated by the Owner then the Contractor will adhere to and comply with the

Owner's operational procedure.

**22 Controlled Products**

- 22.1 The Contractor shall ensure that where substances classified as controlled products under the Control Products Regulations are to be used at the place of the Work, the Contractor shall ensure that his employees receive appropriate training as per Provincial/Federal Regulations and the Workplace Hazardous Materials Information System (WHMIS).
- 22.2 The Contractor shall ensure that all controlled products are identified to the Consultant and shall obtain Material Safety Data sheet (MSDS) for controlled products, which shall be made available at the place of Work.
- 22.3 Owner must be advised when controlled products are brought onto the place of Work.

**23 Quality Control**

- 23.1 Upon award of Contract the Contractor, if requested, shall submit to Owner a quality management plan indicating quality goals, objectives and implementation processes and proposed reporting mechanisms. Where possible the Contractor shall conform to ISO 9000 standards and practices.

**24 Amendments**

- 24.1 No amendment of the Contract nor waiver of any of the terms and provisions shall be valid unless effected by a written amendment, signed by authorized representatives of the Contractor and Owner.

**25 Entire Agreement**

- 25.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

**25.2 Valuation of Changes in the Work**

- 25.3 When the valuation of a change in the Work is to be determined either by estimate and acceptance in lump sum, or by cost and a fixed or percentage fee, the valuation shall be in accordance with the following:

Work Performed by Own Forces + 10%  
Work Performed by Sub-Contractors + 5%

Contractor to provide detailed breakdown of estimate if requested.

**26 Guarantee**

- 26.1 The Contractor shall: a) guarantee all materials and Workmanship used in the Work to be strictly in accordance with the tender documents and to be of the best quality; b) provide a first class job with proper and efficient operations and free from all defects.
- 26.2 Any defects that may appear in any of the Work within one (1) year after the written

acceptance by Owner, (ordinary wear and tear accepted) all be replaced by the Contractor without additional expense to Owner.

- 26.3 Where any such defects occur, this Contractor shall be held responsible for all costs incurred in making good the defective Work. All damage to other materials, equipment, systems, fixtures, building and landscape caused by such defects, repairs, maintenance and servicing shall be made good at the Contractor's expense.

**27 Schedule of Work**

- 27.1 Prepare schedule in form of a horizontal bar chart. Project date shall start at receipt of Building Permit and Contract.
- 27.2 Provide a separate bar for each major item of work or operation. Split horizontally for projected and actual performance.
- 27.3 Provide horizontal time scale identifying first work day of each week.
- 27.4 Format for listings: chronological order of start of each item of work.
- 27.5 Identification of listings: By specification Section numbers or Systems description.
- 27.6 Submit initial format of schedules within 10 days after award of Contract.
- 27.7 Submit schedules in electronic format on disc in file format as required by Consultant and hard copies.
- 27.8 Submit two hard copies to Consultant and Owner.
- 27.9 Submit revised progress schedule with each application for payment.
- 27.10 Distribute copies of revised schedule to:
- 1) Job site office.
  - 2) Subcontractors.
  - 3) Other concerned parties
- 27.11 Instruct recipients to report to Contractor within 10 days, any problems anticipated by timetable shown in schedule.
- 27.12 Work may be carried out during regular working hours or for scheduling purposes after hours, as long as there is no interruption to other operations in the building. If there are noise complaints, or work affecting operations, work will have to be completed after hours. All demolition and heavy construction must be done after hours/weekends.
- 27.13 Regulatory Requirements
- .1 Permits:
- .1 Provide authorities having jurisdiction with information requested.
  - .2 Pay for and obtain all certificates and permits required including for the building permit.
  - .3 Contractor to provide information as necessary to obtain permits.
  - .4 Date of Construction Schedule to start on the date of receipt of Building Permit

- .2 Building Codes:
  - .1 The project work has been documented to comply with the requirements of the Ontario Building Code (latest version) and all amendments to date.
  - .2 Modifications to the project must not reduce the requirements of the Ontario Building Code.
  - .3 Conform to local by-laws which amend or expand upon the requirements of the Ontario Building Code, where known.
  - .4 Conform to Ontario Fire Code, latest amendment.
  
- .3 Safety Codes:
  - .1 Comply with the requirements of the Ontario Ministry of Labour specifically, and municipal and/or federal authorities as applicable for construction safety on this project.
  - .2 Contractor to include all costs for temporary facilities necessary to comply with safety standards.
  - .3 Conform to local by-laws which amend or expand upon the requirements of the Ontario Building Code, where known.
  - .4 Maintain access to exits at ALL times.

## **28 Extension of Contract**

28.1 Extension of Contract will not be granted without providing just cause delivered to Consultant and approved by Owner

## **29 Construction Meeting**

29.1 Project meetings will be held regularly, at weekly or bi-weekly intervals as determined at the Pre-construction meeting, throughout the course of the project.

29.2 Such meetings shall be attended by representatives of the Owner, Consultant(s), Contractor's Project Supervisor and the Job Superintendent, Mechanical subcontractor, Electrical subcontractor and any other subtrades currently working on site, or are imminent to commence working on site, or as requested by the Consultant. Representatives attending the meeting shall have the authority to speak for and make commitments for the Company/Firm being represented.

29.3 The Contractor shall chair the meetings and take and distribute minutes of each subsequent meeting, issue all notices in regard to forthcoming meetings, and arrange for attendance of all trade representatives, and shall provide suitable premises for such meetings.

29.4 Format minutes with section headings as noted below. Append each item with an Action By comment indicating company/firm responsible for follow up (include due date where applicable).

- .1 **Old Business:** review and approval of minutes of previous meeting. Maintain outstanding/unresolved issues in the minutes of the meeting.

### **.2 New Business:**

- .1 Completed Construction: review of work in progress since previous meeting.
- .2 Field observations: problems, conflicts and resolutions.
- .3 Construction Schedule: problems that may impede construction

- schedule and actions taken to correct.
- .4 Delivery: review of off-site fabrication and delivery schedules.
- .5 Impending Construction: work to be completed prior to next meeting and information/coordination required to complete.
- .6 Safety issues: concerns and accident reports.
- .7 Changes: proposed changes to contract, status of pricing/approval.
- .3 **Other Business:** Include any additional items deemed necessary by the contractor.

**30 Security Clearance**

- 30.1 The Contractor shall, upon request by Owner, provide and cause all persons employed on the Work to provide personal data for Security Clearances purposes. Such security clearance may include criminal background check..

**31 Cutting And Patching**

- 31.1 Submit written request in advance of cutting or alteration which affects; Structural integrity of any element of Project, Integrity of weather-exposed or moisture-resistant elements, Efficiency, maintenance, or safety of any operational element, Visual qualities of sight-exposed elements, Work of Owner or separate contractor.
- 31.2 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- 31.3 Prior to breaking any walls or openings, provide a letter from a professional engineer certifying the method of breaking and patching of the walls is acceptable and will not affect the structural integrity of the building.
- 31.4 Perform removal, cutting, fitting, and patching to complete the Work.
- 31.5 Perform work to avoid damage to other work.
- 31.6 Restore work with new products in accordance with Contract Documents.
- 31.7 At penetration of fire-rated wall, ceiling, or floor construction, completely seal voids with fire-rated, fire-resistant material, full thickness of construction element.

**32 Shop Drawings and Product Data**

- 32.1 "Shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of the Work.
- 32.2 Provide Shop Drawings and Product Data for all new Equipment listed within Contract Documents.
- 32.3 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connection, explanatory notes and other information necessary for completion of Work.
- 32.4 Adjustments made on shop drawings by Engineer are not intended to change Contract Price.

- 32.5 **Submit digital copies of shop drawings for each requirement requested in specification Sections and as Engineer may reasonably request for review. Upon review and approval of digital shop drawings the Contractor shall provide (3) hard copies in 3-ring binder to Engineer.**

**33 Record Drawings**

- 33.1 After award of Contract, Engineer will provide a PDF set of drawings for purpose of maintaining record drawings. Accurately and neatly record deviations from Contract Documents caused by site conditions and changes ordered by Owner. Use sharp red pencil indicating all deviations from contract documents.
- 33.2 Identify drawings as "Project Record Copy". Maintain in new condition and make available for inspection on site by Engineer. On completion of each phase of Work and prior to final inspection, submit record documents to Engineer.
- 33.3 As Built drawings in CAD format to be provided to owner with maintenance manuals. Contractor to include \$5,000 for consultant to prepare AutoCAD as-builts from contractor mark-ups.

**34 Maintenance Manuals/Data Books**

- 34.1 **At Substantial Performance, submit to Engineer, a digital copy of operating and maintenance manuals for review.**
- 34.2 Manuals to contain operational information on sophisticated materials, equipment any maintenance information and part replacements.
- 34.3 Upon review and approval of digitally submitted manuals. Contractor to provide (2) hard copy manuals which shall be bound 8"x11" and divided in a neat and orderly fashion, along with Digital Copy of Maintenance Manuals on a USB Flash Drive.

**35 Construction Facilities And Temporary Controls**

- 35.1 Existing building will be occupied and cleaned during construction. Execute Work to cause minimum interference with activities in existing construction and maintain maximum safety to occupants. Take reasonable measures to minimize and control noise, dirt and dust during Work.
- 35.2 Before entering existing premises to carry out Work or to obstruct or take out of use any area of existing premises, or to cause any other interference, request meeting with Owner's representative in order to reach agreement as to time and length of time you may cause interference, possess, obstruct or remove from use any such area or services.
- 35.3 Provide construction facilities and temporary controls in order to execute work expeditiously. Remove from site all such work after use.
- 35.4 Furnish and install all necessary temporary wiring and panels and upon completion of the Work, remove all such temporary facility.
- 35.5 Furnish and install area distribution boxes so located that the individual trades may use 30 m (100') maximum length extension cords to obtain adequate power and artificial lighting at

all points where required for the Work, for inspection and safety.

- 35.6 Telephone: Contractor to make their own arrangements for telephone facilities.
- 35.7 One (1) Existing facility (clearly indicated before commencement of work by owner) within the building are available for the Contractor's use. Keep facilities clean and neat.
- 35.8 Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work. Remove all such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Engineer.
- 35.9 Contractor is responsible to provide temporary heating and ventilation as required to ensure building meets OBC/Owner standards. Provide minimum temperature of 18 deg. C during heating season until main source of heating can be commissioned and project is completed and signed off.
- 35.10 All cost for temporary measures is the responsibility of the Contractor.
- 35.11 Upon award of the Contract review the project site and provide a proposed Construction Area Map at the Pre-Construction meeting which indicates the following:
1. Contractor equipment access to site
  2. Construction parking
  3. Material storage areas
  4. Construction Trailer locations
  5. Sanitary Facilities
  6. Limit of construction (and location of construction barricade)
  7. Safety and First Aid Stations
  8. Security Station

In preparing map do not restrict the Owners use of the Property.

- 35.12 Revise map as required and circulate to all construction forces. Direct all subtrades and suppliers to provide deliveries to approved areas.
- 35.13 During any contract operations involving equipment stationed at ground level, or presenting a hazard to people or traffic at ground level, provide temporary barricades, walks, hoarding, covered walks, and the like to permit safe passage of persons to and from all building entrances and exits.
- 35.14 Do not, at any time, restrict fire fighting access to the building or site.
- 35.15 Keep designated parking areas clean at all times and, on job completion, provide ongoing repair to temporary surfaces to eliminate ruts, bumps and other deterioration due to use by the Contractor and their trades.
- 35.16 Obtain and pay for additional storage or work areas off site as needed for operations.
- 35.17 Provide dust and safety barriers between occupied and construction space and allow access through to other areas in the building.

## **36 Certificates And Transcripts**

- 36.1 Prior to signing of the Contract, submit the following:

- 36.2      Liability Insurance Policy, General Conditions as amended by the Supplementary Conditions, Name of the Contractor's Superintendent, Certificate of Clearance from the Workers' Compensation Board, Construction Schedule of Work, and any other items requested.
- 36.3      Prior to the application of first payment claim, submit the following:
- 36.4      Schedule and Schedule of Values, Estimate of Monthly Progress Claims Job Progress Schedule Updates, and any other items requested.
- 36.5      Prior to submission of final payment claim, submit the following:
- 36.6      Record Drawings, Maintenance Manuals/Data Books, Final inspection certificate by Electrical Safety Authority, Statutory Declaration, Certificate of Clearance from Workers' Compensation Board and any other items requested.

**End of Section**

1 General

**.1 SECTION INCLUDES**

- .1 Compliance with the City of Sault Ste Marie's Bidding Requirements, General Requirements.

2 Products

**.1 MATERIALS**

- .1 Blocking, framing, furring and strapping: Spruce or Jack Pine conforming to NLGA Standard Grading Rules "Select Merchantable" grade for boards and "Select Structural" grade for framing, straight, dressed four sides, sized and shaped to correct dimensions and profiles.

- 1) Plywood: CSA 0121, Douglas Fir plywood Structural Grade, standard construction, exterior bonded, regular grades as follows:**
- .1 Two Sides or Good One Side as required to suit conditions, A Grade face veneer for exposed faces and C Grade face veneer for concealed faces.
  - .2 For concealed blocking use Un-sanded Sheathing Grade, C Grade veneer faces.

- .2 Fasteners: Non-corrosive, nails, bolts, screws and clips to suit conditions. Wire nails, spikes and staples to CSA B111; expansion type anchors for masonry and concrete; toggle bolts for drywall; self-drilling, tapping screws for securing blocking and battens to steel deck.

- .3 Sealer: Clear, penetrating sealer.

- .4 Wood preservative: Osmose Wood Preserving Co. of Canada Ltd., green tinted Pentox for concealed or painted wood, clear for exposed wood.

- .5 Pressure treated wood: No.2 or Better Grade treatable species (Pine or Fir) free of checks, holes, loose knots, pitch, shakes, splits, wane and warp, or as allowed by sample acceptable to the Consultant, vacuum/pressure impregnated in accordance with CAN/CSA-080 Series to a net retention of 650 kg. /m<sup>3</sup>, CCA (Chromated Copper Arsenate) preservative.

**.2 WOOD PRESERVATIVE TREATMENT**

- .1 Treat wood used in contact with masonry or concrete with wood preservative before setting in place. Apply preservative in accordance with the manufacturer's written instructions.

- .2 Apply preservative by dipping, or by brush to completely saturate and maintain wet film on surface for minimum 3-minute soak on lumber and one minute soak on plywood.

- .3 **Air/Vapour Barrier Membrane:** Supply minimum 0.62 mm (24 mils) thick self-adhesive type membrane or equivalent satisfactory to Owner's Designee and compatible with similar wall membrane air barrier by Bakor or equivalent

3 Execution

.1 EXAMINATION

Examine substrate surfaces to receive the Work of this Section and ensure that Work done as part of the Work of other Sections is complete and that there are no conditions which will adversely affect the performance of this Work. Do not proceed with this Work until unsatisfactory conditions have been corrected. Commencement of Work implies acceptance of surfaces and conditions.

.2 INSTALLATION

- .1 Ensure that concealed voids are filled with foam air seal or masonry mortar and struck flush and that there are no voids left in the masonry surrounding the windows.
- .2 Secure with corrosion resistant fasteners to existing masonry surround. Ensure that masonry surround is structurally adequate and masonry units are not loose.
- .3 Fasten blocking and framing to structure using fasteners of proper type to support anticipated loads.
- .4 **Self-adhesive Membrane Air/Vapour Barrier:** Overlap adjacent air/vapour barrier minimum 75 mm (3") with air/vapour barrier supplied with frame. Maintain continuous integrity of air/vapour of envelope system. It is the responsibility of this Section to make the air barrier connection between the windows and the wall airtight and structurally sound. Ensure that membrane is trimmed so that no edges are visible in the finished product either on the exterior or on the interior.
- .5 Co-operate with other Sections and drill holes required for outlets and conduits.
- .6 Mitre or cope at junctions with neat hairline joints. Sand exposed surfaces to a smooth finish.
- .7 Re-treat surfaces exposed by cutting, trimming or boring with liberal brush application of preservative before installation. Seal surfaces of concealed wood with green tinted preservative before placing. Seal subsequent cuts. Use clear preservative on wood to be painted and clear penetrating sanding sealer on wood to receive a clear or natural finish.
- .8 Carefully select milled exposed materials to eliminate undressed surfaces and improperly graded materials. Where grading designation for specific materials permits some knots, pinholes or minor defects install the material in a manner to conceal these.
- .9 Plane and sand site cut edges and exposed edges. Sand edge corners to eliminate sharpness. Install structural wood framing as indicated on Drawing.

**1 GENERAL**

1.1 Conform to Sections of Division 1 as applicable.

**1.2 RELATED SECTIONS**

1.2.1 Read other Sections of Specifications for extent of sealing specified in those Sections. Do all other sealing indicated, specified or required.

**1.3 REFERENCES**

CAN/CGSB-19.24-M - Multicomponent, Chemical-Curing Sealing Compound

**1.4 DESCRIPTION**

1.4.1 Provide joint sealant work required to seal building tightly from exterior to withstand action of elements and to complete building envelope, air and vapour barriers, and all other joint sealant work, unless specified to be included under other Sections.

**1.5 SUBMITTALS**

1.5.1 **Samples:** Provide cured, colour samples of manufacturer's standard range of colours in each type of sealing and caulking compound for colour selection by Owner's Designee. Submit samples of primer, bond breaker tape and joint backing material, if requested.

1.5.2 **Submittals:** Submit product information from sealant manufacturers prior to commencement of work of this Section verifying:

1.5.2.1 Selected sealant materials are from those specified;

1.5.2.2 Composition and physical characteristics;

1.5.2.3 Surface preparation requirements;

1.5.2.4 Priming and application procedures;

1.5.2.5 Suitability of sealants for purposes intended and joint design;

1.5.2.6 Test report on adhesion, compatibility and staining effect on samples of materials used on Project;

1.5.2.7 Sealants compatibility with other materials and products with which they

come in contact including but not limited to sealants provided under other Sections, insulation adhesives, bitumen, brick, stone, concrete, masonry, metals and metal finishes, ceramic tile, plastic laminates, paints;

- 1.5.2.8 Suitability of sealants for temperature and humidity conditions at time of application.

## **1.6 QUALITY ASSURANCE**

- 1.6.1 Work of this Section shall be performed by recognized and established sealant applicator, pre-qualified and having a minimum 5 years' experience in heritage work, using skilled mechanics trained in use of sealing equipment and specified materials. Submit documentation showing subcontractors' qualifications for approval by the Owner's Designee, prior to commencement of the Work.

- 1.6.2 Arrange for visit to Site by sealant manufacturer technical representatives before beginning sealing installation, to discuss with sealant applicator, Contractor and Owner's Designee procedures to be adopted, to analyze Site conditions and inspect surfaces and joints to be sealed, in order that recommendations may be made and recorded.

- 1.6.3 Discuss following items:

- 1.6.3.1 Suitability of products proposed and compatibility with materials to be contacted.

- 1.6.3.2 Weather conditions under which work will be done;

- 1.6.3.3 Anticipated frequency and extent of joint movement;

- 1.6.3.4 Joint design;

- 1.6.3.5 Suitability of durometer hardness and other properties of material to be used;

- 1.6.3.6 Number of beads to be used in sealing operation and priming operation if required.

### **1.6.4 Mock-Up**

- 1.6.4.1 At Site, in areas designated by Owner's Designee, provide samples of each type of sealant application minimum 1 m (36") long each, showing location, size, shape and depth of joint complete with backup materials, primer, caulking and sealant, bond, colour and quality of installation

1.6.4.2 work. Construct additional samples if required to obtain approval. Do no sealing work until samples have been approved. Approved samples shall become standard of comparison for sealing and caulking work on Site and shall become part of Work.

## **1.7 DELIVERY, STORAGE AND HANDLING**

- 1.7.1 Deliver caulking and sealing materials to Site in original, unopened containers with manufacturers labels and seals intact. Labels shall identify manufacturer's name, brand name of product, grade and type, application directions and shelf life or expiry date of product.
- 1.7.2 Handle and store materials in accordance with manufacturer's printed directions. Store flammable materials in safe, approved containers to eliminate fire hazards.
- 1.7.3 Do not use caulking and sealing materials that has been stored for period of time exceeding maximum recommended shelf life of materials.

## **1.8 PROJECT CONDITIONS**

- 1.8.1 **Environmental Requirements:** Do not apply any sealant under adverse weather conditions, when joints to be sealed are damp, wet or frozen or when at ambient temperatures below 5 C. Maintain minimum temperature of application during application and for 8 hours after application. Consult manufacturer for specific instructions before proceeding and obtain Owner's Designee's approval.

## **1.9 WARRANTY**

- 1.9.1 Warrant work of this Section against defects and deficiencies in accordance with General Conditions of the Contract. Promptly correct to satisfaction of Owner's Designee and at no expense to Owner, any defects or deficiencies which become apparent within warranty period. Defects include, but are not limited to cracking, crumbling, melting, shrinkage, sag, failure in adhesion or cohesion, air and moisture leakage, dis-coloration due to dirt pick-up during curing and staining of adjacent materials.

## **2 Products**

### **2.1.1 MATERIALS**

- Colours: Selected by Owner's Designee from manufacturer's standard Range to match colour of predominant materials to which sealant is Applied.

- 2.1.3 **Formulation:** non-bleeding, non-migrating, capable of supporting their own weight. Use self levelling type for horizontal surfaces and non-sag type at vertical and soffit applications. Use 1 manufacturer's product for each Type specified.
- 2.1.4 **Sealant Type A:** CAN/CGSB-19.24-M Type 2 Class B, multi-component modified urethane base, chemical curing: Dymeric 240 by Tremco, or Sikaflex 2C NS by Sika Canada Inc.
- 2.1.5 **Joint Backing:** preformed, compressible, resilient, non-waxing, non-extruding, non-staining strips of closed cell polyethylene or urethane foam, rubber tubing or non-migrating plasticized vinyl with shore 'A' hardness of 20 and tensile strength between 140 kPa and 200 kPa. Sizes and shapes to suit various conditions, diameter 25% greater than joint width. Backing shall be compatible with sealant, primer and substrate.
- 2.1.6 **Bond Breaker Tape:** as recommended by sealant manufacturer.
- 2.1.7 **Joint Primer:** non-staining, suitable for substrate surfaces, compatible with joint forming materials and as recommended by sealant manufacturer.
- 2.1.8 **Cleaning material:** non-corrosive, non-staining, solvent type, xylol, methyl-ethyl-ketone (MEK), toluol or as recommended by sealant manufacturer and acceptable to material or finish manufacturers for surfaces adjacent to sealed areas.

### **3 EXECUTION**

#### **3.1 EXAMINATION**

- 3.1.1 Ensure joints are suitable to accept and receive sealants. Commencement of work implies acceptance of surfaces and conditions.
- 3.1.2 Do not apply sealant to masonry until mortar has cured.
- 3.1.3 Before any sealing work is commenced, test materials for indications of staining or poor adhesion.

#### **3.2 PREPARATION**

- 3.2.1 Remove existing caulking and/or sealant from joints where required. Ensure that all joint interfaces are clean.

- 3.2.2 Clean joints and spaces which are to be sealed and ensure they are dry and free of dust, loose mortar, oil, grease, oxidation, coatings, form release agents, sealers and other foreign material.
- 3.2.3 Clean porous surfaces such as concrete, masonry or stone by wire brushing, grinding or sandblasting as required to obtain clean and sound surfaces.
- 3.2.4 Remove laitance by grinding or mechanical abrading.
- 3.2.5 Remove oils by sandblast cleaning.
- 3.2.6 Remove loose particles present or resulting from grinding, abrading or sandblast cleaning by thorough brushing.
- 3.2.7 Clean ferrous metals of rust, mill scale and foreign materials by wire brushing, grinding or sanding.
- 3.2.8 Wipe non-porous surfaces such as metal and glass to be sealed, except pre-coated metals, with cellulose sponges or clean rags soaked with ethyl alcohol, ketone solvent, xylol or toluol and wipe dry with clean cloth. Where joints are to be sealed with silicone-based sealants clean joint with methyl-ethyl-ketone (MEK) or xylol. Do not allow solvent to air-dry without wiping. Clean pre-coated metals with solutions or compounds which will not injure finish and which are compatible with joint primer and sealant. Check ferrous metal surfaces are painted before applying sealant.
- 3.2.11 Examine joint sizes and where depth of joint exceeds required depth of sealant correct to achieve proper following width/depth ratio:
- 3.2.12 Minimum width of joint shall be four times anticipated movement, but not less than 6 mm (1/4") wide;
- 3.2.13.1 Depth of sealant to be 6 mm (1/4") for joints 6 mm to 12 mm (1/4" to 1/2") in width.
- 3.2.13.2 Maximum sealant depth not to exceed half of joint width when measured through centre section of bead for joints between 12 mm to 32 mm (1/2" to 1-1/4") in width.
- 3.2.13.3 Maximum joint size in single application 50 mm (2") wide, 16 mm (5/8") depth.

- 3.2.14 Install joint backing material to achieve correct and uniform joint profile.
- 3.2.15 Where joint design or depth of joint prevents use of joint backing material, apply bond breaker tape to prevent three-sided adhesion.
- 3.2.16 Do not stretch, twist, puncture or tear joint backing. Butt joint backing at intersections. Install bond breaker tape at back of joint where joint backing is not required or cannot be installed.
- 3.2.17 On horizontal traffic surfaces, support joint filler against vertical movement which might result from traffic loads, including foot traffic.
- 3.2.18 Where surfaces adjacent to joints are likely to become coated with
- 3.2.19 sealant during application, mask them prior to priming and sealing.
- 3.2.20 Do not exceed shelf life and pot life of materials, and installation times, as stated by manufacturers.
- 3.2.21 Be familiar with work life of sealant to be used. Do not mix multiple component materials until required for use.
- 3.2.22 Use materials as received from manufacturer, without additions, deletions and adulterations of materials.
- 3.2.23 Mix multiple component sealants and bulks sealants using mechanical mixer capable of mixing without mixing air into material. Continue mixing until material is homogeneously blended, uniform in colour and free from streaks of unmixed material. Install compound prior to start of hardening or curing cycle.
- 3.2.24 Seal joints in surfaces to be painted before surfaces are painted. Where surfaces to be sealed are prime painted in shop before sealing check to make sure prime paint is compatible with primer and sealant. If they are incompatible, inform Owner's Designee and change primer and sealant to compatible types approved by Owner's Designee.
- 3.2.25 Where irregular surface or sensitive joint border exists, apply masking
- 3.2.26 tape at edge of joint to ensure joint neatness and protection.
- 3.2.27 Prime sides of joints as recommended by sealant manufacturer for type of surface being sealed prior to application of joint backing, bond breaker or sealant.

### **3.3 APPLICATION**

- 3.3.1 Apply sealant using hand operated guns or pressure equipment fitted with suitable nozzle size and equipment approved by sealant manufacturer. Apply in accordance with manufacturer's directions and recommendations.
- 3.3.2 Force sealant into joint and against sides of joints to obtain uniform adhesion. Use sufficient pressure to completely fill all voids in joint regardless of variation in joint widths and to proper joint depth as prepared. Ensure full firm contact with interfaces of joint. Superficial pointing with skin bead shall not be acceptable.
- 3.3.3 Finish face of compound to form smooth, uniform beads. At recesses in angular surfaces, finish compound with flat face, flush with face of materials at each side. At recesses in flush surfaces, finish compound with concave face flush with face of materials at each side.
- 3.3.4 Compound may be tooled, provided that such tooling does not damage seal or tear compound. Avoid pulling of sealant from sides.
- 3.3.5 Tool surfaces as soon as possible after sealant application or before any skin formation has occurred, particularly when using silicone sealants.
- 3.3.6 Joint surfaces shall be straight, neatly finished, free from ridges, wrinkles, sags, dirt, stains, air pockets and embedded foreign matter or other defacement and be uniform in colour.
- 3.3.7 Solvent curing sealants shall not be used indoors.
- 3.3.8 Use 1 of sealants specified for each type in following locations. Ensure sealant chosen for each location is recommended by manufacturer for use for conditions encountered.
- 3.3.9 Type A: Exterior joints.
- 3.3.10 Joint designation in preceding paragraphs and fact that Drawings do not show all locations to be sealed, does not limit responsibility of this Section to seal all locations except those indicated in other Sections of Work, required to create and ensure continuous enclosure.

#### **3.4 CLEANING**

- 3.4.1 Immediately clean adjacent surfaces which have been soiled and leave Work in neat, clean condition. Remove excess materials, compounds smears or other soiling resulting from application of sealants. Use recommended cleaners and solvents.

**3.5 REPAIR**

- 3.5.1 Remove any compounds not complying with requirements specified herein. Exercise care in removal operations not to mar or damage finishes adjacent to joints. Repeat preparation, priming and installation of new material as specified to provide finished work complying with specified requirements, and acceptable to Owner's Designee. Do such repair work at no extra cost to Owner.

**3.6 PROTECTION OF COMPLETED WORK**

- 3.6.1 Provide approved, non-staining means of protection for completed joint sealant installations where required to protect work from mechanical, thermal, chemical and other damage by construction operations and traffic.
- 3.6.2 Maintain protection securely in place until completion of Work. Remove protection when so directed by Owner's Designee.

**END OF SECTION**

## **1 GENERAL**

**1.1** Conform to Sections of Division 1 as applicable.

## **1.2 RELATED SECTIONS**

**1.2.1** Section 07 90 00, Joint Sealant and Insulation

**1.2.2** Section 08 80 00, Glass and Glazing.

## **1.3 REFERENCES**

AAMA/WDMA/CSA 101/I.S.2/ North American Fenestration Standard

A440-08 and A440-11 - NAFS Specification for Windows, Doors and Skylights.

AAMA 701/702-04 Combined Voluntary Specifications for Pile Weatherstrip and Replaceable Fenestration Weather seals.

AAMA 902 Voluntary Specification for Sash Balances.

AAMA 2400 Standard Practice for Installation of Windows with a Mounting Flange in Stud Frame Construction.

ASTM D3656 Standard Specification for Insect Screening and Louver Cloth Woven from Vinyl-Coated Glass Fiber Yarn.

ASTM E283 Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors under Specified Pressure Differences Across the Specimen.

ASTM E330 Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls and Doors by Uniform Static Air Pressure Difference

ASTM E331	Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.
ASTM E2190	Standard Specification for the Classification of the Durability of Sealed Insulating Glass Units.
ASTM F588	Standard Test Methods for Measuring the Forced Entry Resistance of Window Assemblies, Excluding Glazing Impact.
CSA/CSA440.2.04	Energy Performance of Windows, doors and unit skylights, Thermal Properties.
IGCC/IGMAC and CGSB 12.8-97	Standard Specifications for Sealed Insulating Glass.
NATIONAL RESOURCES CANADA, NRCAN	Energy Star for Fenestrations Products Canada, Office of Energy Efficiency.
SCC	Standards Council of Canada. Certification body for fenestration product testing laboratories.

#### **1.4      QUALITY ASSURANCE**

- 1.4.1    Manufacturer Qualifications: Minimum ten (10) years experience producing solid wood frame windows.
- 1.4.2    Installer Qualifications: Utilize an installer having demonstrated experience on projects of similar size.
- 1.4.3    Product test reports from SCC certified third party independent fenestration testing laboratory. Intertek, QAI, CSA.
- 1.4.4    Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
- 1.4.4.1    Finish areas designated by Architect  
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- 1.4.4.2 Do not proceed with remaining work until workmanship, color, and mockup are approved by Architect.

**1.5 SUBMITTALS**

- 1.5.1 Manufacturer's standard details and catalog data demonstrating compliance with referenced standards; include manufacturer's standard installation instructions.

- 1.5.1.1 Manufacturer's technical data, product descriptions and installation guides.

- 1.5.1.2 Elevation for each style window specified indicating its size, glazing type, muntin type and design.

- 1.5.1.3 Manufacturer's head, jamb and sill details for each window type specified.

- 1.5.2 Drawings: Submit Shop Drawings stamped by a Professional Engineer sealed licensed in the Province of Ontario. Shop Drawings indicating window types, sizes, locations, quantities and cross sections. Manufacturer's product drawings showing details of fabrication, hardware, weatherstripping, fasteners, screens, glazing, accessories, and related items.

**1.6 DELIVERY, STORAGE AND HANDLING**

- 1.6.1 Deliver windows to project site in undamaged condition; handle windows to prevent damage to components and to finishes. Extra care to unfinished wood surfaces must be taken.

- 1.6.2 Store windows vertically on level surface, out of contact with ground; protect windows from weather and construction traffic in well-ventilated area.

- 1.6.3 Do not stack more than five (5) units deep. Do not stack units in direct sunlight.

**1.7 PROJECT CONDITIONS**

- 1.7.1 Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

**1.8 WARRANTY**

- 1.8.1 Submit manufacturer's standard warranty against defects in workmanship and materials.

- 1.8.1.1 Residential: Ten year warranty on wood structural members. All exposed wood must be properly sealed within 48 hours upon installation. Insulated Glass is warranted against material obstruction of transparency resulting from film formation or dust collection on the interior glass surfaces for a period of twenty years according to the following formula:
- 1.8.1.1.1 0 years: 100 percent.
- 1.8.1.1.2 11 to 15 years: 50 percent.
- 1.8.1.1.3 16 to 20 years: 25 percent.
- 1.8.1.2 Commercial Project Warranty: The warranty period for commercial project work such as apartments, housing authorities, and other buildings not used by individual homeowners is ten years, covering all wood, glass and component parts.
- 1.8.1.3 Ten year warranty on screening and mechanical parts.

## **2 PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- 2.1.1 Design and size components to withstand dead and live loads caused by positive and negative wind loads in accordance with the Ontario Building Code 2012
- 2.1.2 Limit member deflection to limit L/175 with full recovery of glazing materials.
- 2.1.3 Water leakage: None when measured in accordance with ASTM E331 to B3 rating.
- 2.1.4 Air infiltration: Limit air infiltration through assembly in accordance with ASTM E283-04 to A3 rating.
- 2.1.5 Thermal resistance to comply with BCBC 2006 and BCEEA, maximum U value 2.0 (W/(m<sup>2</sup>\*K)).
- 2.1.6 Comply with requirements of the following documents:
- 2.1.6.1 CAN/CGSB-12.1-M, Tempered or laminated safety glass.
- 2.1.6.2 CAN/CGSB-12.3-M, Flat, clear float glass.
- 2.1.6.3 CAN/CGSB-12.8-M, Insulating glass units.
- 2.1.6.4 CAN/CGSB-12.20-M, Structural design of glass for buildings.

- 2.1.7 All IGUs to be manufactured by an Insulating Glass Manufacturer Alliance (IGMA/IGMAC) certified member.

**2.2 DOUBLE HUNG WINDOW UNIT**

- 2.2.1 Construction.

- 2.2.1.1 Frame and Sash: Select Yellow Cedar or Douglas Fir

- 2.2.1.2 Stile and Rails: 1-3/4 inch thick (44 mm) select Yellow Cedar or Douglas Fir with mechanically secured mortise and tenon type construction. Recessed sash release latches and routed lift and pull handles.

- 2.2.1.3 Composite Sill:

- 2.2.1.3.1 Exterior Sill Section: Extruded aluminum.

- 2.2.1.3.2 Mid Section: Vinyl.

- 2.2.1.3.3 Interior section: Pine.

- 2.2.1.4 Jamb Depth:

- 2.2.1.4.1 New Construction style frame: 4"x6" (102x152 mm) jamb (factory applied nail fin).

- 2.2.1.5 Weather Stripping: Provide foam bulb weatherstrip in compliance with AAMA 701/702.

- 2.2.1.6 Glazing: Refer to Section 08 80 00.

- 2.2.1.7 Sash Balances: Factory calibrated block and tackle, complying with AAMA 902. Balance cords anchored to glass filled nylon terminal housings which lock in place once the sash is tilted in. Locking terminal and pivot bar system provides a positive interlock, allowing accurate alignment of the sash and the frame.

- 2.2.1.8 Sash Locks: Recessed cam type anchored with screws driven into adjacent rail section. Double locks on widths 36-1/4 inches (921 mm) and greater.

- 2.2.1.9 Exterior Wood Finish: Painted, Colour as selected by architect from manufacturers available color offering.

- 2.2.1.10 Interior Wood Finish: Painted White.

- 2.2.1.11 Screens: Locking half screen. Wood frame with charcoal finished Virtually Invisible Enhanced Window Screen (VIEWS) fiberglass mesh with 25 percent more optical clarity.

## **2.3 FIXED WINDOW UNIT**

- 2.3.1 Construction.
- 2.3.1.1 Frame: Yellow Cedar or Douglas Fir, select grade with corners butt joined and mechanically fastened.
- 2.3.1.2 Sash: Yellow Cedar or Douglas Fir, select grade with corners mortise and tenon type construction and mechanically secured
- 2.3.1.3 Jamb Depth:
  - 2.3.1.3.1 New Construction style frame: 4"x6" (102x152 mm) jamb (factory applied nail fin).
- 2.3.1.4 Weather Stripping: Provide foam bulb weatherstrip in compliance with AAMA 701/702.
- 2.3.1.5 Glazing: Refer to Section 08 80 00.
- 2.3.1.6 Exterior Wood Finish: Painted, Colour as selected by architect from manufacturers available color offering.
- 2.3.1.7 Interior Wood Finish: Painted White.

## **2.4 FABRICATION**

- 2.4.1 Window Units: Assemble units completely in factory, including operating hardware and glazing.
- 2.4.2 Fabricate components with minimum clearances (8/10mm) and shim spacing around perimeter of assembly, enabling installation and dynamic movement of perimeter seal.
- 2.4.3 Interior glazed, closed cell foam tape with silicone back bed.

## **3 EXECUTION**

### **3.1 EXAMINATION**

- 3.1.1 Verify rough opening size is of sufficient size to receive window unit and complies with manufacturer's requirements for opening clearances.
- 3.1.2 Verify that sill plate is level.
- 3.1.3 Notify Architect of unsatisfactory preparation before proceeding.

### **3.2 INSTALLATION**

- 3.2.1 **Installer's Examination:**
  - 3.2.1.1 Have installer of this section examine conditions under which construction activities of this section are to be performed, then submit written notification if such conditions are unacceptable.
  - 3.2.1.2 Transmit two copies of installer's report to Architect within 24 hours of receipt.
  - 3.2.2 Beginning construction activities of this section before unacceptable conditions have been corrected is prohibited.
  - 3.2.3 Install products specified in this section square, plumb and level, in accordance with approved shop drawings and manufacturer's installation instructions. Reference CAN/CSA A440.4-07 Installation.
  - 3.2.4 Maximum variation from level and plumb, 1/16" every 3' non cumulative, 1/8" every 10', whichever is less.
  - 3.2.5 Beginning construction activities of this section indicates installer's acceptance of conditions

### **3.3 ADJUSTING**

- 3.3.1 Adjust operating hardware for smooth operation and secure weather tight closure in accordance with manufacturer's installation instructions.

### **3.4 CLEANING**

- 3.4.1 Remove labels only after final inspection.
- 3.4.2 Clean interior and exterior surfaces free of labels, mortar, plaster, paint, joint sealers, and other foreign matter to prevent damage to seals and interference with operation of hardware.
- 3.4.3 Clean glass and frames using only warm water and mild non corrosive cleaners. Contact by corrosive construction cleaners such as ammonia, chlorine, and muriatic acid (brickwash) may void warranty.

### **3.5 PROTECTION**

- 3.5.1 Protect ventilators and operating parts from dirt and damage caused by subsequent construction activities.
- 3.5.2 Exposed wood products are to receive finishing as per manufacturers recommendations prior to installation.

3.5.3 Replace units damaged by subsequent construction activities.

**End of Section**

## **1 GENERAL**

**1.1** Conform to Sections of Division 1 as applicable.

### **1.2 RELATED SECTIONS**

1.2.1 Supply of steel doors and wood doors: Section 08110, Steel Doors and Frames.

1.2.2 Glass and glazing for aluminum windows: Section 08520, Aluminum Windows.

### **1.3 REFERENCES**

ASTM C509-00	Specification for Elastomeric Cellular Preformed Gasket and Sealing Material
ASTM C542-94 (1999)	Specification for Lock-Strip Gaskets
ASTM D790-00	Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
ASTM D1003-00	Test Method for Haze and Luminous Transmittance of Plastics.
ASTM D1044-99	Test Method for Resistance of Transparent Plastics to Surface Abrasion
ASTM D1929-96	Test Method for Ignition Temperature of Plastics.
ASTM D2240-00	Test Method for Rubber Property - Durometer Hardness.
ASTM E84-00a	Test Method for Surface Burning Characteristics of Building Materials.
ASTM E90-96	Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions
ASTM F1233-98	Test Method for Security Glazing Materials and Systems.
CAN/CGSB-12.1-M90	Tempered or Laminated Safety
Glass CAN/ CGSB-12.3-M91	Flat, Clear Float Glass
CAN/CGSB-12.4-M91	Heat Absorbing Glass
CAN/CGSB-12.5-M86	Mirrors, Silvered
CAN/CGSB-12.6-M91	Transparent (One-Way)
Mirrors CAN/CGSB-12.8-M97	Insulating Glass Units
CAN/CGSB-12.9-M91	Spandrel Glass
CAN/CGSB-12.10-M76	Glass, Light and Heat
Reflecting CAN/CGSB-12.11-M90	Wired Safety Glass
CAN/CGSB-12.12-M90	Plastic Safety
Glazing CAN/CGSB-12.13-M91	Patterned Glass
CAN/CGSB-12.20-M91	Structural Design of Glass Buildings
CAN/CGSB-19.2-M89	Glazing Compound Non-hardening
Modified Oil	

	Type
CAN/CGSB-19.13-M87	Sealing Compound, One-Component, Elastomeric, Chemical Curing
CAN/CGSB-19.18-M87	Sealing Compound, One-Component, Silicone Base, Solvent Curing (WITHDRAWN)
CAN/CGSB-19.21-M87	Sealing and Bedding Compound Acoustical (WITHDRAWN)
CAN/CGSB-19.24-M90	Multicomponent, Chemical-Curing Sealing Compound
Glazing Manual IGMAC	Glass Association of North America (GANA) Insulating Glass Manufacturer's Association of Canada.
LSGASM	Laminators Safety Glass Association Standards Manual.

## **1.4 QUALITY ASSURANCE**

- 1.4.1 Conform to OBC design requirements and design glass and glazing to CAN/CGSB-12.20-M89. In case of discrepancies most stringent requirements shall govern.
- 1.4.2 Perform work in accordance with Glass Association of North America (GANA) Glazing Manual, Insulating Glass Manufacturer's Association of Canada, (IGMAC), and Laminators Safety Glass Association (LSGASM) - Standards Manual for glazing installation methods. Insulating glass units shall be fabricated by the manufacturer who has certified these units in accordance with IGMAC Certification Programme. Insulation glass units shall bear a valid number on latest IGMAC Certification Programme.
- 1.4.3 Limit glass deflection to flexural limit of glass with full recovery of glazing materials.

## **1.5 SUBMITTALS**

- 1.5.1 **Samples:** Submit samples of materials identifying quality and type of glass if required by Owner's Designee before commencing work. Ensure samples are clearly labeled with manufacturer's name and type. Submit samples of mirrors, Low-e coated glass and patterned glass.
- 1.5.2 **Maintenance Data:** Provide maintenance data indicating cleaning instructions for inclusion into Maintenance Manual

## **1.6 WARRANTY**

- 1.6.1 Warrant all glazing from deteriorating for a period of 2 years in accordance with General Conditions of the Contract. Promptly correct any defects or deficiencies which become apparent within the warranty period to satisfaction of Owner's Designee and at no expense to Minister.

## **2 PRODUCTS**

### **2.1 GLASS MATERIALS**

- 2.1.1 Tempered Glass: Clear glazing quality, 6 mm (1/4") thickness, to CAN/CGSB-12.1-M, Type 2, Class B, Category II.
- 2.1.2 **Insulating Unit Types:** Supply following types of insulating glass units conforming to CAN/CGSB 12.8-M

2.1.2.1 **Typical Insulating Glass Sealed Units:** Units composed of minimum 6mm (1/4") thick, tempered glass outboard lite with 13mm (1/2") air space and minimum 6mm (1/4") thick clear heat strengthened glass inboard lite as specified herein, with magnetically applied Low-E coating on 3<sup>rd</sup> surface of sealed unit; Solarban 60 by PPG Canada Inc. as manufactured by Trulite Industries.

2.1.2.1.1 Insulating Glass Units: CAN/CGSB-12.8-M, patented sealed double glazed units by PPG Industries Ltd., AFG Glass Inc. or Canada Glass Industries with both panes composed of glass conforming to CAN2-12.3-M, tempered or heat strengthened and laminated as required as per Section 085200. Unit consists of 6 mm (1/4") bronze tinted tempered exterior lite as per Section 08520 coated on inner face to CAN2-12.10-M and minimum 6 mm (1/4") thick clear heat strengthened, laminated, glass interior lite, separated by 13 mm (1/2") dehydrated and hermetically sealed air space.

2.1.2.1.2 Low Emissivity (Low E) Glass: Metallic coating, magnetic sputtered, on third surface of clear tempered glass in vertical insulated unit or on third surface of reflective coated or tinted tempered exterior glass with clear laminated, heat strengthened interior glass in sloped insulated glazing unit, light transmission VT of 69% or more, SHGC of 0.37 or less, thermal "U" value of 1.64 w/m<sup>2</sup>C or less.

2.1.2.2 All glass shall conform to CAN/CGSB 12.1, CAN/CGSB 12.3; AND CAN/CGSB 12.20 where applicable.

## **2.2 GLAZING AND SEALING COMPOUND MATERIALS AND ACCESSORIES**

- 2.2.1 **Glazing Compound:** CAN/CGSB-19.2-M. Non-hardening oil-based Glazing Putty. Colour to match adjacent surfaces unless indicated otherwise.
- 2.2.2 **Sealant Compound:** 1 component type, elastomeric chemical curing, CAN/CGSB-19.13-M, Class G-2-25-A-N. Colour to match adjacent surfaces unless indicated otherwise.
- 2.2.3 **Sealant Compound:** CAN/CGSB-19.24-M, multi-component chemical curing, Type 2 Class A. Colour to match adjacent surfaces.
- 2.2.4 **Sealant Compound:** CAN/CGSB-19.18-M, 1 component, silicone base solvent curing. Colour to match adjacent surfaces.
- 2.2.5 **Sealing and Bedding Compound, Acoustical:** CAN/CGSB-19.21-M
- 2.2.6 **Glazing Tape:** 440 polyisobutylene-butyl tape manufactured by Tremco Manufacturing Co. (Canada) Ltd., or 3M ribbon sealer butyl tape manufactured by Minnesota Mining and Manufacturing Co. Ltd.
- 2.2.7 **Gaskets:** ASTM C509 cellular, elastomeric, preformed, black.
- 2.2.8 **Glazing Splines:** (Neoprene) (polyvinylchloride) manufacturer's standard dry glazing splines to suit aluminum extrusions. Colour to match adjacent surfaces unless indicated otherwise.
- 2.2.9 **Glazing Points and Wire Spring Clips:** Push-in Type, Stainless Steel.
- 2.2.10 **Primer Sealers and Cleaners:** To glass and plastic glazing manufacturer's standards.
- 2.2.11 **Breather Tubes:** To manufacturer's standards.
- ## **2.3 FABRICATION**
- 2.3.1 Label each light of glass and/or plastic glazing with registered name of product and weight and quality of glass and/or plastic glazing.
- 2.3.2 Check dimensions on the Job Site before cutting materials.
- 2.3.3 Grind and chamfer edges of unframed glass and mirrors.
- 2.3.4 Ensure minimum bite or lap of glass and/or plastic glazing on stops and rabbets as recommended by glass and/or plastic glazing manufacturer.

### **3 EXECUTION**

#### **3.1 INSTALLATION**

- 3.1.1 Conform to recommendation of Glazing Manual 1990, Flat Glass Marketing Association, except as specified herein.
- 3.1.2 Glaze hollow metal doors, screens, windows, and other work, scheduled to be glazed.
- 3.1.3 Check frames are plumb, within tolerance for size and joints, connectors, screws or bolt heads are effectively sealed.
- 3.1.4 Check compatibility of glazing materials and framing sealants with each other.
- 3.1.5 Do not field cut or abrade tempered glass.
- 3.1.6 Install glazing within temperature limits recommended by glazing manufacturer.
- 3.1.7 Check to ensure openings and stops to be painted have been primed before commencing installation.

#### **3.2 WORKMANSHIP**

- 3.2.1 Ensure openings are free from moisture, frost, rust, dirt and foreign matter.
- 3.2.2 Remove protective coatings. Clean glass surface to receive sealant with clean cloth dampened with Xylol or 50-50 mixture of Acetone and Xylol. Wipe dry with clean, dry cloth.
- 3.2.3 Apply primer-sealer to contact surfaces.
- 3.2.4 Place setting block in accordance with manufacturer's instructions.
- 3.2.5 Install glass by resting on setting blocks. Ensure full contact and adhesion at perimeter. Do not impact glass against framing during installation.
- 3.2.6 Install removable stops without displacing tape, sealant or gasket.
- 3.2.7 Provide edge clearance of 3 mm (1/8") minimum.
- 3.2.8 Apply cap bead of sealant at exterior void. Apply sealant to uniform and level line, flush with sightline and tool or wipe with solvent to smooth appearance.
- 3.2.9 Apply tape to clean dry surface not more than 24 hrs prior to glazing. Do not remove release paper until glass is ready to be installed. Joints shall be squared and tightly and neatly butted. Do not overlap. Do not stretch tape to make it fit. Lightly daubed joints with compatible gunnable sealant to assure positive seal. Only joints in tape shall be at corners.
- 3.2.10 Lateral shims if not continuous shall be spaced uniformly at 450 mm (18") to 600 mm (24") centres

- 3.2.11 For wet glazing both inside and outside, inside and outside shims shall be exactly same dimensions and exactly opposite each other.

### **3.3 INTERIOR GLAZING**

#### **3.3.1 Fire Rated Hollow Metal Doors and Screens:**

- 3.3.1.1 Set glass in fire rated metals doors and screens on continuous setting block with 3 mm (1/8") gap between glazing stop glass and embed in glazing compound in accordance with NFPA 80 and OBC requirements. Strike and point exposed joints between metal and glass or install glass in accordance to ULC tested proprietary methods of installation.

#### **3.3.2 Dry Method-Tape/Tape:**

- 3.3.2.1 Cut glazing tape to proper length and install against permanent stop projecting 1.5 mm (1/16") above sightline.

- 3.3.2.2 Place glazing tape on free perimeter of glass projecting 1.5 mm (1/16") above sightline.

- 3.3.2.3 Trim off excess tape, membrane and/or sealant to sightline.

#### **3.3.3 Combination Method-Tape/Sealant:**

- 3.3.3.1 Cut glazing tape to proper length and install against permanent stop projecting 1.5 mm (1/16") above sightline.

- 3.3.3.2 Fill gap between glass and applied stop with sealant to depth equal to bite of frame on glass to uniform and level line.

- 3.3.3.3 Trim off excess tape to sightline.

#### **3.3.4 Wet Method-Compound-Compound:**

- 3.3.4.1 Apply sealant to the back and bottom of rabbet.

- 3.3.4.2 Bed glass in position with non-hardening compound sealant.

- 3.3.4.3 Position and secure glass using spring wire or glaziers' clips. Apply face compound and trim sealant to slope away from light.

OR

- 3.3.4.4 Fill gaps between glass and stops with compound until flush with sightline and tool to smooth straight line.

#### **3.3.5 Dry Method: Gaskets**

- 3.3.5.1 Place gasket against permanent stop and position (glass) (acrylic) or (polycarbonate) sheet. Page 270 of 452

3.3.5.2 Apply removable stops. Install gaskets in frame channels.

**3.3.6 Combination Method-Tape/Gasket:**

3.3.6.1 Cut glazing tape to proper length and install against permanent stop.

3.3.6.2 Position glass.

3.3.6.3 Apply removable stops and install gaskets in frame channel.

**3.3.7 Butt - Joint Glazing:**

3.3.7.1 2-side glazing at head and sill use wet, dry, or wet/dry glazing systems.

3.3.7.2 Position glazing so that vertical edges are spaced slightly apart and seal with silicone sealant.

3.3.7.3 Grind vertical joint with slight kerf and polish for aesthetics.

**3.4 EXTERIOR GLAZING**

3.4.1 Dry Method Lock Strip and Compression Gaskets:

3.4.2 Unpack and layout gaskets on flat warm area to permit recovery of shape.

3.4.3 Install gaskets under compression from corners inward.

3.4.4 Place setting blocks in accordance with manufacturer's instructions.

3.4.5 Provide continuous interior air seal between glass and sash.

3.4.6 Drain infiltrated moisture to exterior through drain holes in sill. Provide minimum 3 vents for each sill separated by setting blocks. Follow manufacturer's recommendation for size and placement.

3.4.7 Apply sealant cap bead over exterior gasket to provide watershed.

**3.5 Combination Method-Tape/Gasket:**

3.5.1 Cut glazing tape to proper length and set against permanent stops, approximately 0.8 mm (1/32") below sightline. Install horizontal strips first, extend over entire width of opening before applying vertical strips. Weld corners together by butting tape and dabbing with sealant.

3.5.2 Remove backing paper from tape prior to setting glass.

3.5.3 Apply continuous heel bead between glass and sash.

3.5.4 Place setting blocks 2 on each sill member at quarter points.

3.5.5 Drain infiltrated moisture to exterior through drain holes in sill. Provide minimum 3 vents for ~~sill~~ ~~page 291 of 452~~ separated by setting blocks. Follow

manufacturer's recommendations for size and placement.

- 3.5.6 Take care not to plug up vent holes in sill with sealant.
- 3.5.7 Centre on setting blocks and press firmly against tape.
- 3.5.8 Place intermittent shims or spacers, 600 mm (24") oc between exterior stop and glass or panel where glass exceeds 2540 mm (100 united inches).
- 3.5.9 Wedge interior gasket in place between glass and removable stop.

### **3.6 Combination Method-Tape/Sealant:**

- 3.6.1 Cut glazing tape to proper length and set against permanent stops approximately 0.8 mm (1/32") below sightline. Install horizontal strips first, extend over entire width of opening before applying vertical strips. Weld corners together by butting tape and dabbing with sealant.
- 3.6.2 Remove backing paper from tape prior to setting glass.
- 3.6.3 Apply continuous heel bead between glass and sash.
- 3.6.4 Place setting blocks 2 on each sill member at quarter points.
- 3.6.5 Drain infiltrated moisture to exterior through drain holes in sill. Provide minimum 3 vents for each sill separated by setting blocks. Follow manufacturer's recommendations for size and placement.
- 3.6.6 Take care not to plug up vent hole in sill with sealant.
- 3.6.7 Centre on setting blocks and press firmly against tape.
- 3.6.8 Place intermittent shims or spacers at 600 mm (24") oc between exterior stop and glass or panel where glass exceeds 2540 mm (100 united inches).
- 3.6.9 Apply continuous space shim with rubber set elastomeric sealant cap bead over top between interior light and removable stop.

### **3.7 FINISHING**

- 3.7.1 Remove sealant and compound droppings from finished surface.
- 3.7.2 Periodically clean installed glass during construction to avoid permanent etching and staining.
- 3.7.3 Mark glass lights with temporary, easily removable large safety markings after glass installation. Maintain safety markings until final cleanup. Remove markings at time of final clean-up.
- 3.7.4 Avoid storing materials ~~Page 272 of 1452~~.

- 3.7.5 Protect glass from other trades.
- 3.7.6 At completion of Work, replace any damaged or broken glass provided under this Section with similar glass.

**End of Section**

## **1 GENERAL**

**1.1** Conform to Sections of Division 1 as applicable.

## **1.2 RELATED SECTIONS**

**1.2.1** Section 08 55 00, Wood Windows.

## **1.3 REFERENCES**

Health Canada/Workplace Safety Data Sheets (SDS)  
Hazardous Materials Information Systems (WHMIS)

Master Painters Institute (MPI) MPI Architectural Specifications Manual, 2014 (referred to herein as 'MPI Manual')  
MPI Maintenance Repainting Manual  
MPI Approved Product List, Latest Edition (Referred to herein as 'MPI APL')

Society of Protective Coatings (SSPC) SSPC Painting Manual, Volume Two, 8<sup>th</sup> Edition, Systems and Specifications Manual.

Environmental Protection Agency Test Methods for Measuring Total Volatile Organic Compound Content of Consumer Products, Method 24 (for Surface Coatings).

## **1.4 SUMMARY OF WORK**

**1.4.1** Work Included: The work of this Section includes the provision of all labour, materials, equipment and services required to execute interior and exterior painting work, as indicated on the drawings, as specified herein and as required for a complete project.

## **1.5 ACTION AND INFORMATIONAL SUBMITTALS**

**1.5.1** Submittals in accordance with Section 01 33 00 - Submittal Procedures.

**1.5.2** Product Data:

**1.5.2.1** Submit product data and instructions for each paint and coating product to be used.

**1.5.2.2** Submit product data for the use and application of paint thinner.

- 1.5.2.3 Submit two copies of Workplace Hazardous Materials Information System (WHMIS) Material Safety Data Sheets (MSDS) in accordance with Section 01 33 00 - Submittal Procedures. Indicate VOCs during application and curing.
- 1.5.2.4 Submit certificates signed by manufacturer certifying that materials comply with specified performance characteristics and physical properties.
- 1.5.2.5 Submit manufacturer's instructions.
- 1.5.3 Samples:
  - 1.5.3.1 Submit full range colour sample chips to indicate where colour availability is restricted.
  - 1.5.3.2 Submit duplicate 200 x 300 mm sample panels of each paint, clear coating [special finish] with specified paint or coating in colours, gloss/sheen and textures required to MPI Architectural Painting Specification Manual standards.
  - 1.5.3.3 Retain reviewed samples on-site to demonstrate acceptable standard of quality for appropriate on-site surface.
- 1.5.4 Certificates: submit certificates signed by manufacturer certifying that materials comply with specified performance characteristics and physical properties.
- 1.5.5 Closeout Submittals: submit maintenance data for incorporation into manual specified in Section 01 78 00 - Closeout Submittals include following:
  - 1.5.5.1 Product name, type and use.
  - 1.5.5.2 Manufacturer's product number.
  - 1.5.5.3 Colour number[s].
  - 1.5.5.4 MPI Environmentally Friendly classification system rating.

## **1.6 MAINTENANCE**

- 1.6.1 Extra Materials:
  - 1.6.1.1 Deliver to extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Section 01 78 00 - Closeout Submittals.
  - 1.6.1.2 Quantity: provide one - four litre can of each type and colour of primer and finish coating. Identify colour and paint type in relation to established colour schedule and finish system.

## **1.7 QUALITY ASSURANCE**

- 1.7.1 Contractor shall have a minimum of five years proven satisfactory experience. Provide a list of last three comparable jobs including, job name and location, specifying authority, and project manager.

- 1.7.2 Qualified journeymen who have a "Tradesman Qualification Certificate of Proficiency" shall be engaged in repainting work. Apprentices may be employed provided they work under the direct supervision of a qualified journeyman in accordance with applicable trade regulations.
- 1.7.3 Conform to latest MPI requirements for interior repainting work including cleaning, preparation and priming.
- 1.7.4 Materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be in accordance with the latest edition of the MPI Approved Product List and shall be from a single manufacturer for each system used.
- 1.7.5 Paint materials such as linseed oil, shellac, turpentine, etc. shall be the highest quality product of an approved manufacturer listed in MPI Maintenance Repainting Manual and shall be compatible with other coating materials as required.
- 1.7.6 Retain purchase orders, invoices and other documents to prove conformance with noted MPI requirements when requested by Owner's Representative.
- 1.7.7 Standard of Acceptance: When viewed using final lighting source surfaces shall indicate the following:
  - 1.7.7.1 Walls: No defects visible from a distance of 1000 mm at 90° to surface.
  - 1.7.7.2 Ceilings: No defects visible from floor at 45° to surface.
  - 1.7.7.3 Final coat to exhibit uniformity of colour and sheen across full surface area.

## **1.8 DELIVERY, STORAGE AND HANDLING**

- 1.8.1 Storage and Protection:
  - 1.8.1.1 Provide and maintain dry, temperature controlled, secure storage.
  - 1.8.1.2 Store materials and supplies away from heat generating devices.
  - 1.8.1.3 Store materials and equipment in well ventilated area within temperature as recommended by manufacturer.
- 1.8.2 Fire Safety Requirements:
  - 1.8.2.1 Provide one 9kg dry chemical fire extinguisher adjacent to storage area.
  - 1.8.2.2 Store oily rags, waste products, empty containers and materials subject to spontaneous combustion in ULC approved, sealed containers and remove from site on a daily basis.
  - 1.8.2.3 Handle, store, use and dispose of flammable and combustible materials in accordance with National Fire Code of Canada requirements.

## **1.9 PROJECT CONDITIONS**

- 1.9.1 Heating, Ventilation and Lighting:
  - 1.9.1.1 Ventilate enclosed spaces.
  - 1.9.1.2 Provide heating facilities to maintain ambient air and substrate temperatures above 10 degrees C for 24 hours before, during and after paint application until paint has cured sufficiently.
  - 1.9.1.3 Provide continuous ventilation for seven days after completion of application of paint.
  - 1.9.1.4 Provide minimum lighting level of 323 Lux on surfaces to be painted.
- 1.9.2 Temperature, Humidity and Substrate Moisture Content Levels:
  - 1.9.2.1 Apply paint finishes when ambient air and substrate temperatures at location of installation can be satisfactorily maintained during application and drying process, within MPI and paint manufacturer's prescribed limits.
  - 1.9.2.2 Test concrete, masonry, and plaster surfaces for alkalinity as required.
  - 1.9.2.3 Apply paint to adequately prepared surfaces, when moisture content is below paint manufacturer's prescribed limits.
  - 1.9.2.4 Test for moisture using calibrated electronic Moisture Meter. Test concrete floors for moisture using "cover patch test".
- 1.9.3 Additional application requirements:
  - 1.9.3.1 Apply paint finish in areas where dust is no longer being generated by related construction operations or when wind or ventilation conditions are such that airborne particles will not affect quality of finished surface.
  - 1.9.3.2 Apply paint to adequately prepared surfaces and to surfaces within moisture limits.
  - 1.9.3.3 Apply paint when previous coat of paint is dry or adequately cured.

## **2 PRODUCTS**

### **2.1 MATERIALS**

- 2.1.1 Paint materials listed in the MPI Approved Products List (APL) are acceptable for use on this project.
- 2.1.2 Provide paint materials for paint systems from single manufacturer.

- 2.1.3 Conform to latest MPI requirements for interior painting work including preparation and priming.
- 2.1.4 Materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) in accordance with MPI Architectural Painting Specification Manual "Approved Product" listing.

## **2.2 COLOURS**

- 2.2.1 The consultant will provide a colour schedule after award of Contract.

## **2.3 MIXING AND TINTING**

- 2.3.1 Perform colour tinting operations prior to delivery of paint to site, in accordance with manufacturer's written instructions. Obtain written approval from Consultant for tinting of painting materials.
- 2.3.2 Use and add thinner in accordance with paint manufacturer's recommendations. Do not use kerosene or similar organic solvents to thin water-based paints.
- 2.3.3 Thin paint for spraying in accordance with paint manufacturer's instructions.
- 2.3.4 Re-mix paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and colour and gloss uniformity.

## **2.4 GLOSS/SHEEN RATINGS**

Gloss Level Category	Units @ 60°	Units @ 85°
G1 - matte finish	0 to 5	maximum 10
G2 - velvet finish	0 to 10	10 to 35
G3 - eggshell finish	10 to 25	10 to 35
G4 - satin finish	20 to 35	minimum 35
G5 - semi-gloss finish	35 to 70	
G6 - gloss finish	70 to 85	
G7 - high gloss finish	> 85	

2.5.1 Window Interior:

2.5.1.1 Primer:

2.5.1.1.1 Top quality, alkyd primer formulated for superior adhesion and performance of exterior paints on new wood surfaces.

2.5.1.1.2 Acceptable materials: PPG Seal Grip Interior/Exterior Alkyd Universal Primer/Sealer

2.5.1.2 Final Coat:

2.5.1.2.1 Top quality, 100% acrylic exterior house paint formulated for superior durability in all types of weather.

2.5.1.2.2 Acceptable materials: PPG Pitt-Tech Exterior High Gloss DTM Industrial Enamel

2.5.2 Window Exterior:

2.5.2.1 Primer:

2.5.2.1.1 Top quality, alkyd primer formulated for superior adhesion and performance of exterior paints on new wood surfaces.

2.5.2.1.2 Acceptable materials: PPG Seal Grip Interior/Exterior Alkyd Universal Primer/Sealer

2.5.2.2 Final Coat:

2.5.2.2.1 Top quality, 100% acrylic exterior house paint formulated for superior durability in all types of weather.

2.5.2.2.2 Acceptable materials: PPG Pitt-Tech Exterior High Gloss DTM Industrial Enamel

**3 EXECUTION**

**3.1 MANUFACTURER'S INSTRUCTIONS**

3.1.1 Compliance: comply with manufacturer's written recommendations or specifications, including product technical bulletins, handling, storage and installation instructions, and datasheets.

3.1.2 Perform preparation and operations for painting in accordance with MPI Manual except where specified otherwise.

**3.2 EXAMINATION**

- 3.2.1 Investigate existing substrates for problems related to proper and complete preparation of surfaces to be painted. Report to the Consultant damages, defects, unsatisfactory or unfavourable conditions before proceeding with work.
- 3.2.2 Conduct moisture testing of surfaces to be painted using properly calibrated electronic moisture meter, except test concrete floors for moisture using simple "cover patch test". Do not proceed with work until conditions fall within acceptable range as recommended by manufacturer

### **3.3 PREPARATION**

#### **3.3.1 Protection:**

- 3.3.1.1 Protect existing building surfaces and adjacent structures from paint spatters, markings and other damage by suitable non-staining covers or masking. If damaged, clean and restore surfaces as directed Consultant.
- 3.3.1.2 Protect items that are permanently attached such as Fire Labels on doors and frames.
- 3.3.1.3 Protect factory finished products and equipment.

#### **3.3.2 Surface Preparation:**

- 3.3.2.1 Remove electrical cover plates, light fixtures, surface hardware on doors, bath accessories and other surface mounted equipment, fittings and fastenings prior to undertaking painting operations. Identify and store items in secure location and re-installed after painting is completed.
- 3.3.2.2 Move and cover furniture and portable equipment as necessary to carry out painting operations. Replace as painting operations progress.
- 3.3.2.3 Place "WET PAINT" signs in occupied areas as painting operations progress. Signs to approval of Consultant.
- 3.3.3 Clean and prepare surfaces in accordance with MPI Architectural Painting Specification Manual requirements. Refer to MPI Manual in regard to specific requirements.
- 3.3.4 Prevent contamination of cleaned surfaces by salts, acids, alkalis, other corrosive chemicals, grease, oil and solvents before prime coat is applied and between applications of remaining coats. Apply primer, paint, or pretreatment as soon as possible after cleaning and before deterioration occurs.
- 3.3.5 Where possible, prime non-exposed surfaces of new wood surfaces before installation. Use same primers as specified for exposed surfaces.
- 3.3.5.1 Apply vinyl sealer to MPI #36 over knots, pitch, sap and resinous areas.

- 3.3.5.2 Apply wood filler to nail holes and cracks.
- 3.3.5.3 Tint filler to match stains for stained woodwork.
- 3.3.6 Sand and dust between coats as required to provide adequate adhesion for next coat and to remove defects visible from a distance up to 1000 mm.

#### **3.4 APPLICATION**

- 3.4.1 Method of application to be as approved Consultant. Conform to manufacturer's application instructions unless specified otherwise.
- 3.4.2 Apply coats of continuous paint film of uniform thickness. Repaint thin spots or bare areas before next coat of paint is applied.
- 3.4.3 Allow surfaces to dry and properly cure after cleaning and between subsequent coats for minimum time period as recommended by manufacturer.
- 3.4.4 Sand and dust between coats to remove visible defects.
- 3.4.5 Finish surfaces both above and below sight lines as specified for surrounding surfaces, including such surfaces as tops of interior cupboards and cabinets and projecting ledges.

#### **3.5 FIELD QUALITY CONTROL**

- 3.5.1 Field review of exterior painting operations to be carried out by Consultant.
- 3.5.2 Advise Consultant when each surface and applied coating is ready for inspection. Do not proceed with subsequent coats until previous coat has been approved.
- 3.5.3 Co operate with Consultant and provide access to areas of work.

#### **3.6 CLEANING**

- 3.6.1 Remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.
- 3.6.2 Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.
- 3.6.3 Remove combustible rubbish materials and empty paint cans each day and safely dispose of same in accordance with requirements of authorities having jurisdiction.
- 3.6.4 Clean equipment and dispose of wash water used for water borne materials, solvents used for oil based materials as well as other cleaning and protective

materials (e.g. rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers in accordance with the safety requirements of authorities having jurisdiction and as noted herein.

- 3.6.5 Painting equipment shall be cleaned in leak proof containers that will permit particulate matter to settle out and be collected. Sediment remaining from cleaning operations shall be recycled or disposed of in a manner acceptable to authorities having jurisdiction.
- 3.6.6 Paint and coatings in excess of repainting requirements shall be recycled as noted herein.

### **3.7 RESTORATION**

- 3.7.1 Clean and re-install hardware items removed before undertaken painting operations.
- 3.7.2 Remove protective coverings and warning signs as soon as practical after operations cease.
- 3.7.3 Remove paint splashings on exposed surfaces that were not painted. Remove smears and spatter immediately as operations progress, using compatible solvent.
- 3.7.4 Protect freshly completed surfaces from paint droppings and dust to approval of Consultant. Avoid scuffing newly applied paint.
- 3.7.5 Restore areas used for storage, cleaning, mixing and handling of paint to clean condition as approved by Consultant.

**End of Section**

# **APPENDIX ‘A’**

## **DSS - Pinchen**



## Hazardous Building Materials Assessment (Pre-construction)

Window Replacement  
Sault Ste. Marie Museum  
690 Queen Street East, Sault  
Ste. Marie, Ontario

Prepared for:

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

May 6, 2021

Pinchin File: 290313



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## EXECUTIVE SUMMARY

The Corporation of the City of Sault Ste. Marie (Client) retained Pinchin Ltd. (Pinchin) to conduct a hazardous building materials assessment at the Sault Ste. Marie Museum located at 690 Queen Street East, Sault Ste. Marie, Ontario. Pinchin performed the assessment on March 25, 2021.

The objective of the assessment was to identify specified hazardous building materials in preparation for building renovation activities. The proposed work as identified by the Client includes the replacement of 17 windows.

The results of this assessment are intended for use with a properly developed scope of work or performance specifications.

The assessed area is limited to the 17 windows to be replaced, as shown on the drawings in Appendix I.

## SUMMARY OF FINDINGS

The following is a summary of significant findings; refer to the body of the report for detailed findings:

Asbestos:

- Potentially-friable plaster is present on walls.
- Non-friable white caulking is present on window panes.
- All asbestos-containing materials were observed to be in good condition.

Lead:

- Lead in significant concentrations (greater than 0.1%) is present in paints as follows:
  - White paint on wood window frames,
  - Red paint on exterior wood window frames,
  - Brown paint on exterior wood window frames,
- Lead within batteries of emergency lights.

Silica: Crystalline silica is present in concrete, mortar, masonry, stone, drywall, and plaster.

Mercury: Mercury vapour is present in lamp tubes.

Polychlorinated Biphenyls (PCBs): Based on the date of construction, PCBs may be present in light ballasts.

Mould and Water Damage: Visible mould and water damage was not observed.

## SUMMARY OF RECOMMENDATIONS

The following is a summary of significant recommendations; refer to the body of the report for detailed recommendations.

1. Prepare a scope of work or specifications for the hazardous materials removal required for the planned work.
2. Do not disturb suspected hazardous building materials discovered during the planned work, which have not been identified in this report and arrange for further evaluation and testing.
3. Remove and properly dispose of asbestos-containing materials prior to renovation activities.
4. Remove and properly dispose of PCB ballasts when fixtures are decommissioned.
5. Recycle mercury-containing lamp tubes.
6. Follow appropriate safe work procedures when handling or disturbing silica and lead.

*This Executive Summary is subject to the same standard limitations as contained in the report and must be read in conjunction with the entire report.*

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## APPENDICES

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## 1.0 INTRODUCTION AND SCOPE

The Corporation of the City of Sault Ste. Marie (Client) retained Pinchin Ltd. (Pinchin) to conduct a hazardous building materials assessment at the Sault Ste. Marie Museum located at 690 Queen Street East, Sault Ste. Marie, Ontario.

Pinchin performed the assessment on March 25, 2021. The surveyor was accompanied by the Client during the assessment. The assessed area was occupied at the time of the assessment.

The objective of the assessment was to identify specified hazardous building materials in preparation for building renovation activities, specifically the replacement of 17 windows.

The results of this assessment are intended for use with a properly developed scope of work or performance specification.

### 1.1 Scope of Assessment

The **assessed area** is limited to the portions of the building to be renovated, as described by the Client and identified in the drawings in Appendix I.

The assessment was performed to establish the type of specified hazardous building materials, locations and approximate quantities incorporated in the structure and its finishes.

For the purpose of the assessment and this report, hazardous building materials are defined as follows:

- Asbestos
- Lead
- Silica
- Mercury
- Polychlorinated Biphenyls (PCBs)
- Mould

The following Designated Substances are not typically found in building materials in a composition/state that is hazardous and were not included in this assessment:

- Arsenic
- Acrylonitrile
- Benzene
- Coke oven emissions
- Ethylene oxide

- Isocyanates
- Vinyl chloride monomer

## 2.0 METHODOLOGY

Pinchin conducted a room-by-room assessment (rooms, corridors, service areas, exterior, etc.) to identify the hazardous building materials as defined in the scope.

The assessment included limited demolition of wall finishes (drywall or plaster) to view concealed conditions at representative areas as permitted by the current building use. Demolition of exterior building finishes, masonry walls (chases, shafts etc.), and structural surrounds was not conducted.

For further details on the methodology including test methods, refer to Appendix III.

## 3.0 BACKGROUND INFORMATION

### 3.1 Building Description

Description Item	Details
Use	Museum
Number of Floors	The building is three storeys
Total Area	The total area of the building is ~16,000 square feet.
Year of Construction	The building was constructed in 1902.
Structure	Stone, brick and wood
Exterior Cladding	Stone and brick
HVAC	Electric baseboards and forced air furnace
Roof	Not assessed
Flooring	Not assessed
Interior Walls	Drywall and plaster
Ceilings	Not assessed

### 3.2 Existing Reports

No existing reports were provided for reference.

### 3.3 Inaccessible Locations

The following rooms or areas were not accessible and are therefore not included in the report:

Area or Room	Reason
Location 2, Room 301	Window blocked off with plywood, not accessible.

## 4.0 FINDINGS

The following section summarizes the findings of the assessment and provides a general description of the hazardous materials identified and their locations. For details on approximate quantities, condition, friability and locations of hazardous materials; refer to the Hazardous Material Summary / Sample Log and All Data Report in Appendices V and VI.

Any quantities listed in this report or data tables are estimated based on visual approximations only and are subject to variation.

### 4.1 Asbestos

#### 4.1.1 Vermiculite

Destructive testing was conducted of the plaster and drywall walls, including creating penetrations at two locations. The locations of destructive testing have been indicated on the drawings in Appendix I.

Loose fill vermiculite was not observed within the cavities.

#### 4.1.2 Plaster and Stucco

Plaster, containing chrysotile asbestos in the base coat, is present on walls throughout the assessed areas (samples S0006A-G). The plaster is applied to stone. Plaster is a non-friable material which may become friable during removal (e.g. potentially friable).



**Asbestos-containing** plaster over concrete in good condition  
(samples S0006A-C).

#### 4.1.3 Drywall Joint Compound

Drywall joint compound present on wall finishes throughout the assessed area does not contain asbestos (samples S0001A-G, and phase b of samples S0007A-C).

#### 4.1.4 Sealants, Caulking, and Putty

The following table presents a summary of caulking, sealants and putties present:

Material, Colour	Application	Sample Locations	Sample Number	Asbestos Type
Caulking, white	Interior storm windows	Room 303 (Location 4)	S0003A-C	None detected
Caulking, white	Window frames	Room 303 (Location 4)	S0004A-C	None detected
<b>Caulking, white</b>	<b>Window panes</b>	<b>Room 303 (Location 4)</b>	<b>S0005A-C</b>	<b>Chrysotile</b>
Caulking, yellow	Wood frames	Room 12 (Location 10)	S0007A-C	None detected
Caulking, yellow	East window frame	Room 12 (Location 10)	S0008A-C	None detected

Caulking is a non-friable material.



Non-asbestos white caulking (samples S0003A-C).



Non-asbestos white caulking (samples S0004A-C).



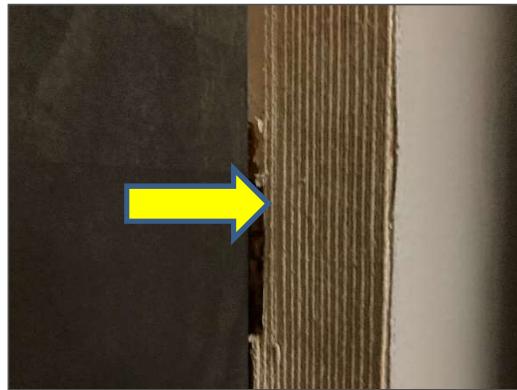
Asbestos-containing white caulking (samples S0005A-C).



Non-asbestos yellow caulking (samples S0007A-C).

#### 4.1.5 Paper and Textile Products

Fibrous board (millboard) is present in the along the walls in room 301 and does not contain asbestos (samples S0002A-C).



Non-asbestos millboard (samples S0002A-C).

#### 4.1.6 Other Building Materials

Mortar present in the brick masonry does not contain asbestos (samples S0009A-C).

Interior window liner present on window glass panes does not contain asbestos (samples S0010A-C).



Non-asbestos window liner (samples S0010A-C).

### 4.2 Lead

#### 4.2.1 Paints and Surface Coatings

Refer to the lab report(s) in Appendix II-B and the Hazardous Materials Summary Report in Appendix V for details on paints sampled and their locations.

The following table summarizes the analytical results.

Sample Number	Colour, Substrate Description	Sample Location	Lead (%)
L01	White paint on wood window frame	Window frames throughout assessed area	11
L02	Red paint on wood window frame	Exterior window frames	2.8
L03	White paint on plaster wall	Third floor walls	0.016
L04	White paint on wood window frame	Room 12	0.2
L05	Brown paint on exterior wood window frame	Exterior main floor window frames	2.8
L06	Grey paint on plaster wall	Room 5, main floor	<0.0071

Results above 0.1% (1,000 mg/kg) are considered lead-containing, and over 0.5% (5,000 mg/kg) are considered lead-based.

Results less than or equal to 0.1% (1,000 mg/kg), but equal to or greater than 0.009% (90 mg/kg), are considered low-level lead paints or surface coatings in accordance with the EACO guideline.

Paints determined to be lead-based was flaking/peeling in the following areas on the following items:

- White paint on wood window frames;
- Red paint on exterior wood window frames; and
- Brown paint on exterior wood window frames.



Flaking **lead-based** white paint on window frames (sample L01).



Flaking **lead-based** red paint on exterior window frames (sample L02).



Lead-containing white paint on window frame (sample L04)



Flaking lead-based brown paint on exterior wood window frames (sample L05).

#### 4.2.2 Lead Products and Applications

Lead-containing batteries are present in emergency lighting.

#### 4.2.3 Presumed Lead Materials

Lead is known to be present in a number of materials which were not assessed or sampled. The following materials, where found, should be presumed to contain lead.

- Electrical components, including wiring connectors, grounding conductors, and solder

### 4.3 Silica

Crystalline silica is known to be a component of the following materials:

- Poured or pre-cast concrete
- Masonry and mortar
- Plaster
- Drywall
- Stone

### 4.4 Mercury

#### 4.4.1 Lamps

Mercury vapour is present in fluorescent lamp tubes.

#### 4.4.2 Mercury-Containing Devices

Mercury-containing devices were not found during the assessment.

## **4.5 Polychlorinated Biphenyls**

### **4.5.1 Caulking**

Caulking sampled is considered non-PCB solid, based on the threshold of 50 mg/kg. Refer to the Hazardous Materials Summary Report in Appendix V for details on caulking sampled and their locations.

### **4.5.2 Lighting Ballasts**

The building has not been comprehensively re-lamped with energy efficient light fixtures, and as such, a percentage of light ballasts may be manufactured prior to 1980 and may contain PCBs.

### **4.5.3 Transformers**

Transformers were not found during the assessment.

## **4.6 Mould and Water Damage**

Visible mould growth and water damage was not found during the assessment.

## **5.0 RECOMMENDATIONS**

### **5.1 General**

1. Prepare scope of work or performance specifications for hazardous material removal required for the planned work. The specifications should include, safe work practices, personal protective equipment, respiratory protection, and disposal of waste materials.
2. If suspected hazardous building materials are discovered during the planned work, which are not identified in this report, do not disturb and arrange for further testing and evaluation.
3. Provide this report to the contractor prior to bidding or commencing work.
4. Retain a qualified consultant to specify, inspect and verify the successful removal of hazardous materials.
5. Update the asbestos inventory upon completion of the abatement and removal of asbestos-containing materials and any other relevant findings.

### **5.2 Building Renovation Work**

The following recommendations are made regarding the renovation involving the hazardous materials identified.

### 5.2.1 Asbestos

Remove asbestos-containing materials (ACM) prior to renovation, alteration, or maintenance if ACM may be disturbed by the work.

If the identified ACM will not be removed prior to commencement of the work, any potential disturbance of ACM must follow asbestos precautions appropriate for the type of work being performed.

Asbestos-containing materials must be disposed of at a landfill approved to accept asbestos waste.

### 5.2.2 Lead

For lead-containing or lead-based paints (i.e., greater than the EACO guideline of 0.1% (1,000 mg/kg) for lead-containing paints, and 0.5% (5,000 mg/kg) for lead-based), construction disturbance may result in over-exposure to lead dust or fumes. The need for work procedures, engineering controls and personal protective equipment should be assessed on a site-specific basis to comply with Ministry of Labour, Training and Skills Development regulations and guidelines.

For paints identified as having low levels of lead (i.e., less than the EACO guideline of 0.1% (1,000 mg/kg) for lead-containing paints but equal to or above 0.009% (90 mg/kg)) special precautions are not recommended unless aggressive disturbance (grinding, blasting, torching) is planned. Exposure from construction disturbance of paints containing lead less than 0.009% (90 mg/kg) is assumed to be insignificant.

Items painted with paints containing elevated levels of lead may be a hazardous waste. Test lead-painted materials for leachable lead prior to disposal.

Lead-containing items ([lead-acid batteries) should be recycled when taken out of service.

### 5.2.3 Silica

Construction disturbance of silica-containing products may result in excessive exposures to airborne silica, especially if performed indoors and dry. Cutting, grinding, drilling or demolition of materials containing silica should be completed only with proper respiratory protection and other worker safety precautions that comply with per Ontario regulations and guidelines.

## 6.0 TERMS AND LIMITATIONS

This work was performed subject to the Terms and Limitations presented or referenced in the proposal for this project.

Information provided by Pinchin is intended for Client use only. Pinchin will not provide results or information to any party unless disclosure by Pinchin is required by law. Any use by a third party of



reports or documents authored by Pinchin or any reliance by a third party on or decisions made by a third party based on the findings described in said documents, is the sole responsibility of such third parties. Pinchin accepts no responsibility for damages suffered by any third party as a result of decisions made or actions conducted. No other warranties are implied or expressed.

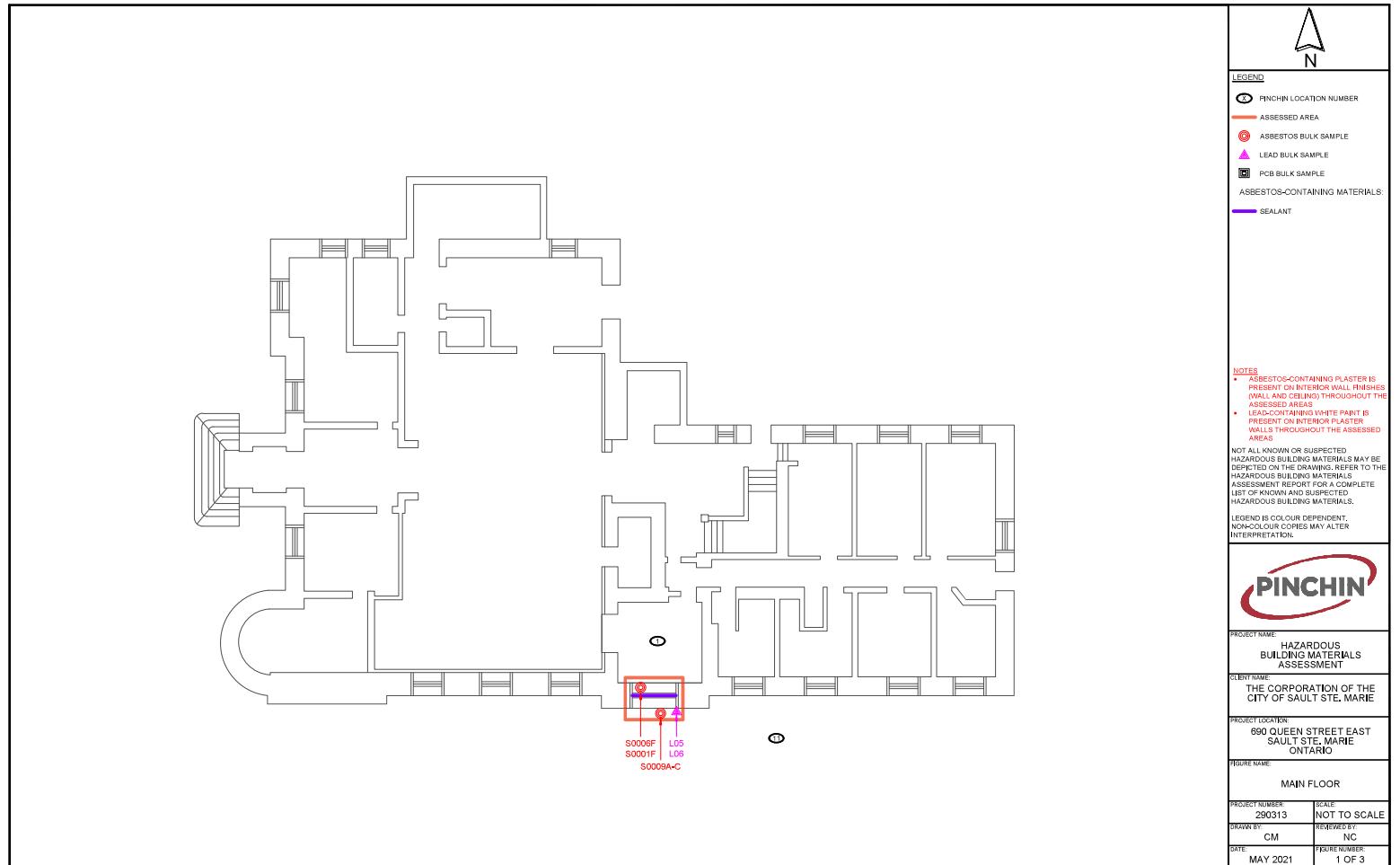
## **7.0 REFERENCES**

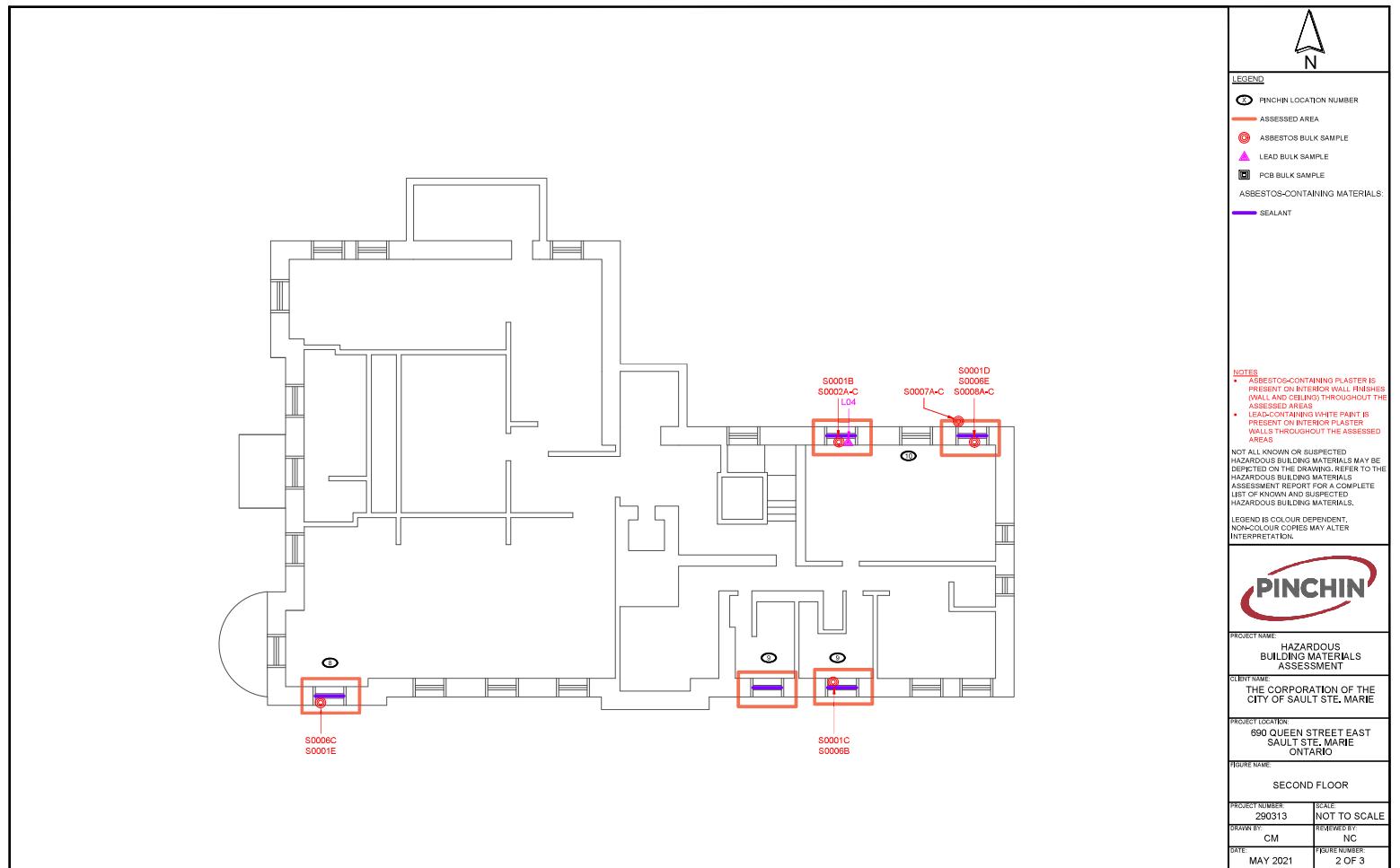
The following legislation and documents were referenced in completing the assessment and this report:

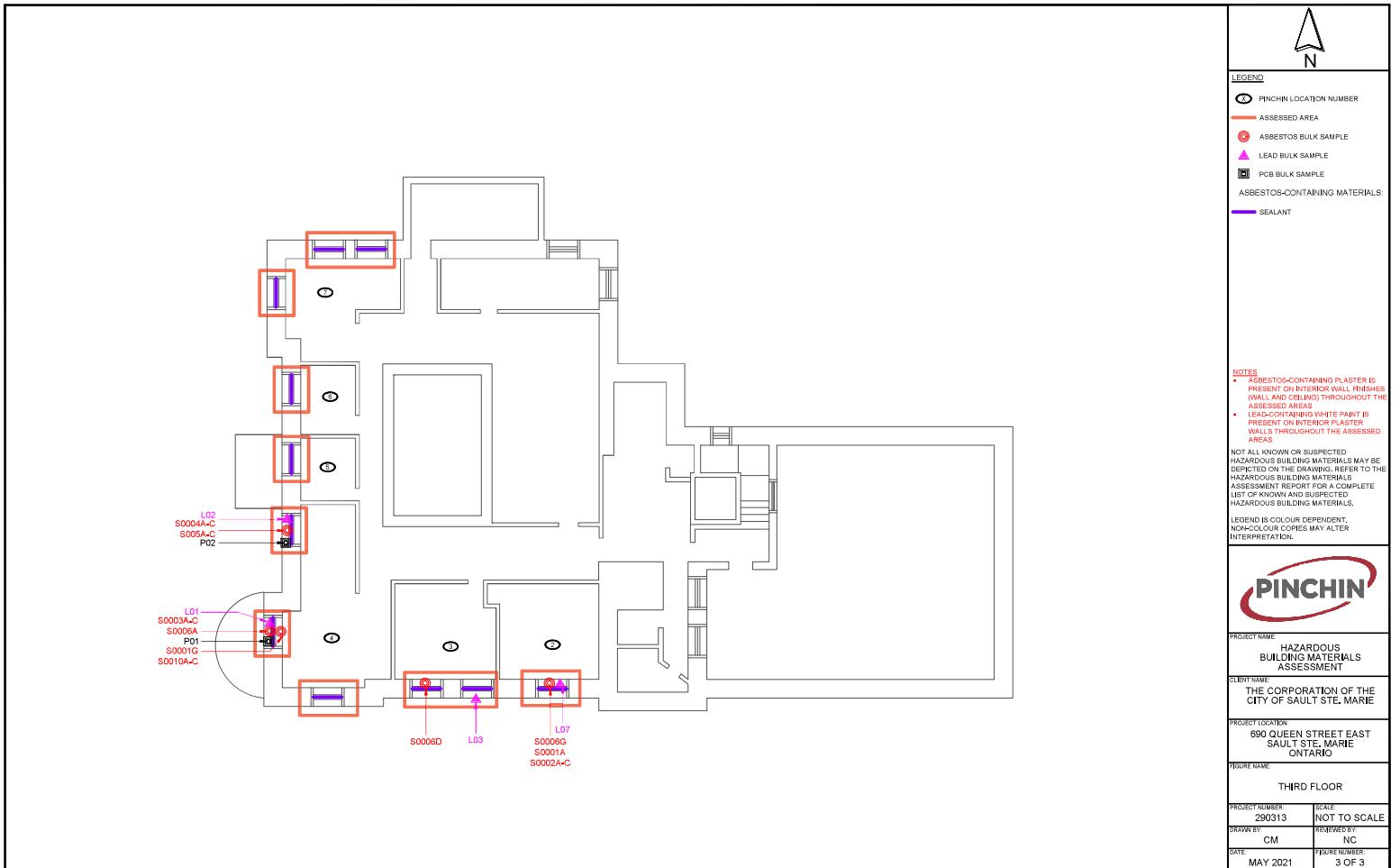
1. Asbestos on Construction Projects and in Buildings and Repair Operations, Ontario Regulation 278/05.
2. Designated Substances, Ontario Regulation 490/09.
3. Lead on Construction Projects, Ministry of Labour Guidance Document.
4. The Environmental Abatement Council of Ontario (EACO) Lead Guideline for Construction, Renovation, Maintenance or Repair.
5. Ministry of the Environment Regulation, R.R.O. 1990 Reg. 347 as amended.
6. Ministry of the Environment Regulation, R.R.O. 1990 Reg. 362 as amended.
7. Silica on Construction Projects, Ministry of Labour Guidance Document.
8. Alert – Mould in Workplace Buildings, Ontario Ministry of Labour.
9. PCB Regulations, SOR/2008-273, Canadian Environmental Protection Act.
10. Surface Coating Materials Regulations, SOR/2016-193, Canada Consumer Product Safety Act.

Template: Master Report for Hazardous Materials Assessment (Pre-Construction), HAZ, February 25, 2021

**APPENDIX I**  
**Drawings**







**APPENDIX II-A**  
**Asbestos Analytical Certificates**



BUREAU  
VERITAS

Your Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

Your C.O.C. #: 08491278

**Attention: N. Conte**

PINCHIN LTD  
2470 MILLTOWER COURT  
MISSISSAUGA, ON  
CANADA L5N 7W5

**Report Date: 2021/04/06**

Report #: R3005356

Version: 1 - Final

## **CERTIFICATE OF ANALYSIS**

**BV LABS JOB #: C120344**

**Received: 2021/03/30, 08:40**

Sample Matrix: Bulk

# Samples Received: 38

Analyses	Quantity	Date Extracted	Date Analyzed	Laboratory Method	Analytical Method
Asbestos by PLM - 0.5 RDL (by layer) (1)	38	N/A	2021/04/05	COR3SOP-00002	EPA 600R-93/116

**Remarks:**

Bureau Veritas is accredited to ISO/IEC 17025 for specific parameters on scopes of accreditation. Unless otherwise noted, procedures used by Bureau Veritas are based upon recognized Provincial, Federal or US method compendia such as CCME, MELCC, EPA, APHA.

All work recorded herein has been done in accordance with procedures and practices ordinarily exercised by professionals in Bureau Veritas' profession using accepted testing methodologies, quality assurance and quality control procedures (except where otherwise agreed by the client and Bureau Veritas in writing). All data is in statistical control and has met quality control and method performance criteria unless otherwise noted. All method blanks are reported; unless indicated otherwise, associated sample data are not blank corrected. Where applicable, unless otherwise noted, Measurement Uncertainty has not been accounted for when stating conformity to the referenced standard.

Bureau Veritas liability is limited to the actual cost of the requested analyses, unless otherwise agreed in writing. There is no other warranty expressed or implied. Bureau Veritas has been retained to provide analysis of samples provided by the Client using the testing methodology referenced in this report. Interpretation and use of test results are the sole responsibility of the Client and are not within the scope of services provided by Bureau Veritas, unless otherwise agreed in writing. Bureau Veritas is not responsible for the accuracy or any data impacts, that result from the information provided by the customer or their agent.

Solid sample results, except biota, are based on dry weight unless otherwise indicated. Organic analyses are not recovery corrected except for isotope dilution methods.

Results relate to samples tested. When sampling is not conducted by Bureau Veritas, results relate to the supplied samples tested.

This Certificate shall not be reproduced except in full, without the written approval of the laboratory.

Bureau Veritas Laboratories' Asbestos Laboratory is accredited by NVLAP for bulk asbestos analysis by polarized light microscopy, NVLAP Code 600163-0.

This report may not be reproduced, except in full, without the written approval of Bureau Veritas Laboratories. This report may not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any other agency of the U.S. Government.

Bureau Veritas Laboratories' scope of accreditation includes EPA-600/M4-82-020: "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" and EPA-600/R-93/116: "Method for the Determination of Asbestos in Bulk Building Materials".

Reference Method suffix "m" indicates test methods incorporate validated modifications from specific reference methods to improve performance.

\* RPDs calculated using raw data. The rounding of final results may result in the apparent difference.

(1) The Asbestos Analysis is based on NIOSH 9002 method and EPA/600R-93/116 Method.



BUREAU  
VERITAS

**Attention: N. Conte**

PINCHIN LTD  
2470 MILLTOWER COURT  
MISSISSAUGA, ON  
CANADA L5N 7W5

Your Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

Your C.O.C. #: 08491278

**Report Date: 2021/04/06**

Report #: R3005356

Version: 1 - Final

**CERTIFICATE OF ANALYSIS**

**BV LABS JOB #: C120344**

Received: 2021/03/30, 08:40

Encryption Key



Bureau Veritas  
06 Apr 2021 10:26:47

Please direct all questions regarding this Certificate of Analysis to your Project Manager.

Gail Pedersen, Key Account Specialist  
Email: Gail.Pedersen@bureauveritas.com  
Phone# (604) 734 7276

=====  
This report has been generated and distributed using a secure automated process.

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Total Cover Pages : 2  
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BUREAU  
VERITAS

BV Labs Job #: C120344

Report Date: 2021/04/06

PINCHIN LTD

Client Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

### Asbestos Analytical Results

The Asbestos Analysis is based on NIOSH 9002 method and EPA/600R-93/116 Method. P.O.B. - Percent of Bulk

<b>0001 A WALL,DRYWALL AND JOINT COMPOUND,DJC,LOC:2,ROOM 301</b>				
BV Labs ID: Z00745				Date Analyzed: 2021/04/05
P.O.B	Sample Morphology	Asbestos	Other Fibres	Particulate
Layer 1 100	Homogeneous white drywall joint compound	Not Detected		Non-Fibrous

<b>0001 B WALL,DRYWALL AND JOINT COMPOUND,DJC,LOC:10,ROOM 12</b>				
BV Labs ID: Z00746				Date Analyzed: 2021/04/05
P.O.B	Sample Morphology	Asbestos	Other Fibres	Particulate
Layer 1 100	Homogeneous white drywall joint compound	Not Detected		Non-Fibrous

<b>0001 C WALL,DRYWALL AND JOINT COMPOUND,DJC,LOC:9,ROOM 11</b>				
BV Labs ID: Z00747				Date Analyzed: 2021/04/05
P.O.B	Sample Morphology	Asbestos	Other Fibres	Particulate
Layer 1 100	Homogeneous white drywall joint compound	Not Detected		Non-Fibrous

The limit of quantitation is 0.50%, although asbestos may be qualitatively detected at concentrations less than 0.50%. Samples for which asbestos is detected at <0.50% are reported as trace, "<0.50%". "Not Detected" indicates that no asbestos fibres were observed.

Calibrated Visual Estimate (%)

Date Format : yyyy/mm/dd



BUREAU  
VERITAS

BV Labs Job #: C120344

Report Date: 2021/04/06

PINCHIN LTD

Client Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

### Asbestos Analytical Results

The Asbestos Analysis is based on NIOSH 9002 method and EPA/600R-93/116 Method. P.O.B. - Percent of Bulk

0001 D WALL,DRYWALL AND JOINT COMPOUND,DJC,LOC:10,ROOM 12				
BV Labs ID: Z00748			Date Analyzed: 2021/04/05	
	P.O.B	Sample Morphology	Asbestos	Other Fibres
Layer 1	100	Homogeneous white drywall joint compound	Not Detected	Non-Fibrous

0001 E WALL,DRYWALL AND JOINT COMPOUND,DJC,LOC:8,ROOM 10 EAST WALKWAY				
BV Labs ID: Z00749			Date Analyzed: 2021/04/05	
	P.O.B	Sample Morphology	Asbestos	Other Fibres
Layer 1	100	Homogeneous white drywall joint compound	Not Detected	Non-Fibrous

0001 F WALL,DRYWALL AND JOINT COMPOUND,DJC,LOC:1,ROOM 5				
BV Labs ID: Z00750			Date Analyzed: 2021/04/05	
	P.O.B	Sample Morphology	Asbestos	Other Fibres
Layer 1	100	Homogeneous white drywall joint compound	Not Detected	Non-Fibrous

The limit of quantitation is 0.50%, although asbestos may be qualitatively detected at concentrations less than 0.50%. Samples for which asbestos is detected at <0.50% are reported as trace, "<0.50%". "Not Detected" indicates that no asbestos fibres were observed.

Calibrated Visual Estimate (%)

Date Format : yyyy/mm/dd



BUREAU  
VERITAS

BV Labs Job #: C120344

Report Date: 2021/04/06

PINCHIN LTD

Client Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

### Asbestos Analytical Results

The Asbestos Analysis is based on NIOSH 9002 method and EPA/600R-93/116 Method. P.O.B. - Percent of Bulk

<b>0001 G WALL,DRYWALL AND JOINT COMPOUND,DJC,LOC:4,ROOM 303</b>					
BV Labs ID: Z00751					Date Analyzed: 2021/04/05
P.O.B	Sample Morphology	Asbestos	Other Fibres	Particulate	
Layer 1 100	Homogeneous white drywall joint compound	Not Detected			Non-Fibrous

<b>0002 A WALL,FIBROUS BOARD,TEXTURE BOARD ALONG WINDOW FRAME,LOC:2,ROOM 301</b>					
BV Labs ID: Z00752					Date Analyzed: 2021/04/05
P.O.B	Sample Morphology	Asbestos	Other Fibres	Particulate	
Layer 1 100	Homogeneous white texture board	Not Detected	Cellulose 5%	Synthetic Fibres 25%	Non-Fibrous

<b>0002 B WALL,FIBROUS BOARD,TEXTURE BOARD ALONG WINDOW FRAME,LOC:2,ROOM 301</b>					
BV Labs ID: Z00753					Date Analyzed: 2021/04/05
P.O.B	Sample Morphology	Asbestos	Other Fibres	Particulate	
Layer 1 100	Homogeneous white texture board	Not Detected	Cellulose 5%	Synthetic Fibres 25%	Non-Fibrous

The limit of quantitation is 0.50%, although asbestos may be qualitatively detected at concentrations less than 0.50%. Samples for which asbestos is detected at <0.50% are reported as trace, "<0.50%". "Not Detected" indicates that no asbestos fibres were observed.

Calibrated Visual Estimate (%)

Date Format : yyyy/mm/dd

BUREAU  
VERITAS

BV Labs Job #: C120344

Report Date: 2021/04/06

PINCHIN LTD

Client Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON**Asbestos Analytical Results**

The Asbestos Analysis is based on NIOSH 9002 method and EPA/600R-93/116 Method. P.O.B. - Percent of Bulk

**0002 C WALL,FIBROUS  
BOARD,TEXTURE BOARD ALONG WINDOW  
FRAME,LOC:2,ROOM 301**

BV Labs ID: Z00754

Date Analyzed: 2021/04/05

	P.O.B	Sample Morphology	Asbestos	Other Fibres	Particulate
Layer 1	100	Homogeneous white texture board	Not Detected	Cellulose 5% Synthetic Fibres 25%	Non-Fibrous

**0003 A WALL,CAULKING,WHITE  
CAULKING INT STORM WINDOW  
FRAME.,LOC:4,ROOM 303**

BV Labs ID: Z00755

Date Analyzed: 2021/04/05

	P.O.B	Sample Morphology	Asbestos	Other Fibres	Particulate
Layer 1	100	Homogeneous white caulking	Not Detected		Non-Fibrous

**0003 B WALL,CAULKING,WHITE  
CAULKING INT STORM WINDOW  
FRAME.,LOC:4,ROOM 303**

BV Labs ID: Z00756

Date Analyzed: 2021/04/05

	P.O.B	Sample Morphology	Asbestos	Other Fibres	Particulate
Layer 1	100	Homogeneous white caulking	Not Detected		Non-Fibrous

The limit of quantitation is 0.50%, although asbestos may be qualitatively detected at concentrations less than 0.50%. Samples for which asbestos is detected at <0.50% are reported as trace, "<0.50%". "Not Detected" indicates that no asbestos fibres were observed.

Calibrated Visual Estimate (%)

Date Format : yyyy/mm/dd



BUREAU  
VERITAS

BV Labs Job #: C120344

Report Date: 2021/04/06

PINCHIN LTD

Client Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

### Asbestos Analytical Results

The Asbestos Analysis is based on NIOSH 9002 method and EPA/600R-93/116 Method. P.O.B. - Percent of Bulk

**0003 C WALL,CAULKING,WHITE**

**CAULKING INT STORM WINDOW**

**FRAME.,LOC:4,ROOM 303**

BV Labs ID: Z00757

Date Analyzed: 2021/04/05

	<b>P.O.B</b>	<b>Sample Morphology</b>	<b>Asbestos</b>	<b>Other Fibres</b>	<b>Particulate</b>
Layer 1	100	Homogeneous white caulk	Not Detected		Non-Fibrous

**0004 A WALLEXT WINDOW**

**FRAME WHITE CAULKING,LOC:4,ROOM 303**

BV Labs ID: Z00758

Date Analyzed: 2021/04/05

	<b>P.O.B</b>	<b>Sample Morphology</b>	<b>Asbestos</b>	<b>Other Fibres</b>	<b>Particulate</b>
Layer 1	100	Homogeneous white caulk	Not Detected		Non-Fibrous

**0004 B WALLEXT WINDOW**

**FRAME WHITE CAULKING,LOC:4,ROOM 303**

BV Labs ID: Z00759

Date Analyzed: 2021/04/05

	<b>P.O.B</b>	<b>Sample Morphology</b>	<b>Asbestos</b>	<b>Other Fibres</b>	<b>Particulate</b>
Layer 1	100	Homogeneous white caulk	Not Detected		Non-Fibrous

The limit of quantitation is 0.50%, although asbestos may be qualitatively detected at concentrations less than 0.50%. Samples for which asbestos is detected at <0.50% are reported as trace, "<0.50%". "Not Detected" indicates that no asbestos fibres were observed.

Calibrated Visual Estimate (%)

Date Format : yyyy/mm/dd



BUREAU  
VERITAS

BV Labs Job #: C120344

Report Date: 2021/04/06

PINCHIN LTD

Client Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

### Asbestos Analytical Results

The Asbestos Analysis is based on NIOSH 9002 method and EPA/600R-93/116 Method. P.O.B. - Percent of Bulk

#### 0004 C WALLEXT WINDOW FRAME WHITE CAULKING, LOC:4, ROOM 303

BV Labs ID:	Z00760	Date Analyzed:	2021/04/05		
Layer 1	P.O.B 100	Sample Morphology Homogeneous white caulking	Asbestos Not Detected	Other Fibres	Particulate Non-Fibrous

#### 0005 A WALL, CAULKING, GLAZING ALONG GLASS WINDOW EDGES, LOC:4, ROOM 303

BV Labs ID:	Z00761	Date Analyzed:	2021/04/05		
Layer 1	P.O.B 100	Sample Morphology Homogeneous white caulking	Asbestos Chrysotile 2%	Other Fibres	Particulate Non-Fibrous

#### 0005 B WALL, CAULKING, GLAZING ALONG GLASS WINDOW EDGES, LOC:4, ROOM 303

BV Labs ID:	Z00762	Date Analyzed:	2021/04/05		
Layer 1	P.O.B	Sample Morphology	Asbestos N/A	Other Fibres	Particulate
Comment: Not Analyzed - Positive Stop					

The limit of quantitation is 0.50%, although asbestos may be qualitatively detected at concentrations less than 0.50%. Samples for which asbestos is detected at <0.50% are reported as trace, "<0.50%". "Not Detected" indicates that no asbestos fibres were observed.

Calibrated Visual Estimate (%)

Date Format : yyyy/mm/dd



BUREAU  
VERITAS

BV Labs Job #: C120344

Report Date: 2021/04/06

PINCHIN LTD

Client Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

### Asbestos Analytical Results

The Asbestos Analysis is based on NIOSH 9002 method and EPA/600R-93/116 Method. P.O.B. - Percent of Bulk

0005      C					
WALL,CAULKING,GLAZING ALONG GLASS WINDOW					
EDGES,LOC:4,ROOM 303					
BV Labs ID:	Z00763			Date Analyzed:	2021/04/05
	<u>P.O.B</u>	<u>Sample Morphology</u>	<u>Asbestos</u>	<u>Other Fibres</u>	<u>Particulate</u>
Layer 1			N/A		
Comment: Not Analyzed - Positive Stop					

0006      A		WALL,PLASTER,PLASTER			
WALL,LOC:4,ROOM 303					
BV Labs ID:	Z00764				
				Date Analyzed:	2021/04/05
	<u>P.O.B</u>	<u>Sample Morphology</u>	<u>Asbestos</u>	<u>Other Fibres</u>	<u>Particulate</u>
Layer 1	60	Homogeneous grey rough coat	Chrysotile 5%	Cellulose 1%	Non-Fibrous
Layer 2	40	Homogeneous white smooth coat	Not Detected		Non-Fibrous

0006      B		WALL,PLASTER,PLASTER			
WALL,LOC:9,ROOM 11					
BV Labs ID:	Z00765				
				Date Analyzed:	2021/04/05
	<u>P.O.B</u>	<u>Sample Morphology</u>	<u>Asbestos</u>	<u>Other Fibres</u>	<u>Particulate</u>
Layer 1			N/A		
Comment: Not Analyzed - Positive Stop					

The limit of quantitation is 0.50%, although asbestos may be qualitatively detected at concentrations less than 0.50%. Samples for which asbestos is detected at <0.50% are reported as trace, "<0.50%". "Not Detected" indicates that no asbestos fibres were observed.

Calibrated Visual Estimate (%)

Date Format : yyyy/mm/dd



BUREAU  
VERITAS

BV Labs Job #: C120344

Report Date: 2021/04/06

PINCHIN LTD

Client Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

### Asbestos Analytical Results

The Asbestos Analysis is based on NIOSH 9002 method and EPA/600R-93/116 Method. P.O.B. - Percent of Bulk

0006 C WALL,PLASTER,PLASTER				
WALL,LOC:8,ROOM 10 EAST WALKWAY				
BV Labs ID:	Z00766	Date Analyzed:	2021/04/05	
Layer 1	<u>P.O.B</u>	<u>Sample Morphology</u>	<u>Asbestos</u>	<u>Other Fibres</u>
Comment: Not Analyzed - Positive Stop			<u>Particulate</u>	

0006 D WALL,PLASTER,PLASTER				
WALL,LOC:3,ROOM 302				
BV Labs ID:	Z00767	Date Analyzed:	2021/04/05	
Layer 1	<u>P.O.B</u>	<u>Sample Morphology</u>	<u>Asbestos</u>	<u>Other Fibres</u>
Comment: Not Analyzed - Positive Stop			<u>Particulate</u>	

0006 E WALL,PLASTER,PLASTER,LOC:10,ROOM 12				
WALL,PLASTER,PLASTER,LOC:10,ROOM 12				
BV Labs ID:	Z00768	Date Analyzed:	2021/04/05	
Layer 1	<u>P.O.B</u>	<u>Sample Morphology</u>	<u>Asbestos</u>	<u>Other Fibres</u>
Comment: Not Analyzed - Positive Stop			<u>Particulate</u>	

0006 F WALL,PLASTER,PLASTER				
WALL,LOC:1,ROOM 5				
BV Labs ID:	Z00769	Date Analyzed:	2021/04/05	
Layer 1	<u>P.O.B</u>	<u>Sample Morphology</u>	<u>Asbestos</u>	<u>Other Fibres</u>
Comment: Not Analyzed - Positive Stop			<u>Particulate</u>	

The limit of quantitation is 0.50%, although asbestos may be qualitatively detected at concentrations less than 0.50%. Samples for which asbestos is detected at <0.50% are reported as trace, "<0.50%". "Not Detected" indicates that no asbestos fibres were observed.

Calibrated Visual Estimate (%)

Date Format : yyyy/mm/dd



BV Labs Job #: C120344  
Report Date: 2021/04/06

PINCHIN LTD  
Client Project #: 290313  
Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

### Asbestos Analytical Results

The Asbestos Analysis is based on NIOSH 9002 method and EPA/600R-93/116 Method. P.O.B. - Percent of Bulk

0006 G		WALL,PLASTER,PLASTER			
WALL,LOC:2,ROOM 301					
BV Labs ID:	Z00770			Date Analyzed:	2021/04/05
		<u>P.O.B</u>	<u>Sample Morphology</u>	<u>Asbestos</u>	<u>Other Fibres</u>
Layer 1				N/A	<u>Particulate</u>
Comment: Not Analyzed - Positive Stop					

0007 A		WALL,CAULKING,YELLOW			
CAULKING WOOD FRAME,LOC:10,ROOM 12					
BV Labs ID:	Z00771			Date Analyzed:	2021/04/05
		<u>P.O.B</u>	<u>Sample Morphology</u>	<u>Asbestos</u>	<u>Other Fibres</u>
Layer 1	90		Homogeneous yellow caulk	Not Detected	Non-Fibrous
Layer 2	10		Homogeneous white joint compound	Not Detected	Non-Fibrous

0007 B		WALL,CAULKING,YELLOW			
CAULKING WOOD FRAME,LOC:10,ROOM 12					
BV Labs ID:	Z00772			Date Analyzed:	2021/04/05
		<u>P.O.B</u>	<u>Sample Morphology</u>	<u>Asbestos</u>	<u>Other Fibres</u>
Layer 1	90		Homogeneous yellow caulk	Not Detected	Non-Fibrous
Layer 2	10		Homogeneous white joint compound	Not Detected	Non-Fibrous

The limit of quantitation is 0.50%, although asbestos may be qualitatively detected at concentrations less than 0.50%. Samples for which asbestos is detected at <0.50% are reported as trace, "<0.50%". "Not Detected" indicates that no asbestos fibres were observed.

Calibrated Visual Estimate (%)  
Date Format : yyyy/mm/dd

BUREAU  
VERITAS

BV Labs Job #: C120344

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PINCHIN LTD

Client Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON**Asbestos Analytical Results**

The Asbestos Analysis is based on NIOSH 9002 method and EPA/600R-93/116 Method. P.O.B. - Percent of Bulk

<b>0007</b>	<b>C</b>	<b>WALL,CAULKING,YELLOW</b>		
<b>CAULKING WOOD FRAME,LOC:10,ROOM 12</b>				
BV Labs ID:	Z00773		Date Analyzed: 2021/04/05	
P.O.B	Sample Morphology	Asbestos	Other Fibres	Particulate
Layer 1 95	Homogeneous yellow caulking	Not Detected		Non-Fibrous
Layer 2 5	Homogeneous white joint compound	Not Detected		Non-Fibrous

<b>0008</b>	<b>A</b>	<b>WALL,CAULKING,YELLOW</b>		
<b>CAULKING E WINDOW,LOC:10,ROOM 12</b>				
BV Labs ID:	Z00774		Date Analyzed: 2021/04/05	
P.O.B	Sample Morphology	Asbestos	Other Fibres	Particulate
Layer 1 100	Homogeneous yellow caulking	Not Detected		Non-Fibrous

<b>0008</b>	<b>B</b>	<b>WALL,CAULKING,YELLOW</b>		
<b>CAULKING E WINDOW,LOC:10,ROOM 12</b>				
BV Labs ID:	Z00775		Date Analyzed: 2021/04/05	
P.O.B	Sample Morphology	Asbestos	Other Fibres	Particulate
Layer 1 100	Homogeneous yellow caulking	Not Detected		Non-Fibrous

The limit of quantitation is 0.50%, although asbestos may be qualitatively detected at concentrations less than 0.50%. Samples for which asbestos is detected at <0.50% are reported as trace, "<0.50%". "Not Detected" indicates that no asbestos fibres were observed.

Calibrated Visual Estimate (%)

Date Format : yyyy/mm/dd



BV Labs Job #: C120344  
Report Date: 2021/04/06

PINCHIN LTD  
Client Project #: 290313  
Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

### Asbestos Analytical Results

The Asbestos Analysis is based on NIOSH 9002 method and EPA/600R-93/116 Method. P.O.B. - Percent of Bulk

<b>0008</b>	<b>C</b>	<b>WALL,CAULKING,YELLOW</b>				
<b>CAULKING E WINDOW,LOC:10,ROOM 12</b>						
BV Labs ID:	Z00776		Date Analyzed:	2021/04/05		
Layer 1	100	<b>P.O.B</b>	<b>Sample Morphology</b>	<b>Asbestos</b>	<b>Other Fibres</b>	<b>Particulate</b>
			Homogeneous yellow caulk	Not Detected		Non-Fibrous

<b>0009</b>	<b>A</b>	<b>STRUCTURE,MORTAR,MORTAR ALONG PRECAST CONCRETE BLOCK.,LOC:11,EXTERIOR</b>				
BV Labs ID:	Z00777		Date Analyzed:	2021/04/05		
Layer 1	100	<b>P.O.B</b>	<b>Sample Morphology</b>	<b>Asbestos</b>	<b>Other Fibres</b>	<b>Particulate</b>
			Homogeneous reddish mortar	Not Detected		Non-Fibrous

<b>0009</b>	<b>B</b>	<b>STRUCTURE,MORTAR,MORTAR ALONG PRECAST CONCRETE BLOCK.,LOC:11,EXTERIOR</b>				
BV Labs ID:	Z00778		Date Analyzed:	2021/04/05		
Layer 1	100	<b>P.O.B</b>	<b>Sample Morphology</b>	<b>Asbestos</b>	<b>Other Fibres</b>	<b>Particulate</b>
			Homogeneous reddish mortar	Not Detected		Non-Fibrous

The limit of quantitation is 0.50%, although asbestos may be qualitatively detected at concentrations less than 0.50%. Samples for which asbestos is detected at <0.50% are reported as trace, "<0.50%". "Not Detected" indicates that no asbestos fibres were observed.

Calibrated Visual Estimate (%)  
Date Format : yyyy/mm/dd



BUREAU  
VERITAS

BV Labs Job #: C120344

Report Date: 2021/04/06

PINCHIN LTD

Client Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

### Asbestos Analytical Results

The Asbestos Analysis is based on NIOSH 9002 method and EPA/600R-93/116 Method. P.O.B. - Percent of Bulk

**0009 C**  
**STRUCTURE,MORTAR,MORTAR ALONG PRECAST  
CONCRETE BLOCK.,LOC:11,EXTERIOR**

BV Labs ID: Z00779

Date Analyzed: 2021/04/05

	<u>P.O.B</u>	<u>Sample Morphology</u>	<u>Asbestos</u>	<u>Other Fibres</u>	<u>Particulate</u>
Layer 1	100	Homogeneous reddish mortar	Not Detected		Non-Fibrous

**0010 A WALLTINT FILM ON  
GLASS,LOC:4,ROOM 303**

BV Labs ID: Z00780

Date Analyzed: 2021/04/05

	<u>P.O.B</u>	<u>Sample Morphology</u>	<u>Asbestos</u>	<u>Other Fibres</u>	<u>Particulate</u>
Layer 1	100	Homogeneous purple wall tint film	Not Detected		Non-Fibrous

**0010 B WALLTINT FILM ON  
GLASS,LOC:4,ROOM 303**

BV Labs ID: Z00781

Date Analyzed: 2021/04/05

	<u>P.O.B</u>	<u>Sample Morphology</u>	<u>Asbestos</u>	<u>Other Fibres</u>	<u>Particulate</u>
Layer 1	100	Homogeneous purple wall tint film	Not Detected		Non-Fibrous

The limit of quantitation is 0.50%, although asbestos may be qualitatively detected at concentrations less than 0.50%. Samples for which asbestos is detected at <0.50% are reported as trace, "<0.50%". "Not Detected" indicates that no asbestos fibres were observed.

Calibrated Visual Estimate (%)

Date Format : yyyy/mm/dd



BUREAU  
VERITAS

BV Labs Job #: C120344

Report Date: 2021/04/06

PINCHIN LTD

Client Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

### Asbestos Analytical Results

The Asbestos Analysis is based on NIOSH 9002 method and EPA/600R-93/116 Method. P.O.B. - Percent of Bulk

0010 C		WALLTINT FILM ON			
GLASS,LOC:4,ROOM 303					
BV Labs ID: Z00782		Date Analyzed: 2021/04/05			
P.O.B	Sample Morphology	Asbestos	Other Fibres	Particulate	
Layer 1 100	Homogeneous purple wall tint film	Not Detected		Non-Fibrous	

The limit of quantitation is 0.50%, although asbestos may be qualitatively detected at concentrations less than 0.50%. Samples for which asbestos is detected at <0.50% are reported as trace, "<0.50%". "Not Detected" indicates that no asbestos fibres were observed.

Calibrated Visual Estimate (%)

Date Format : yyyy/mm/dd



BUREAU  
VERITAS

BV Labs Job #: C120344

Report Date: 2021/04/06

PINCHIN LTD

Client Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

#### GENERAL COMMENTS

Results relate only to the items tested.



BUREAU  
VERITAS

BV Labs Job #: C120344

Report Date: 2021/04/06

PINCHIN LTD

Client Project #: 290313

Site Location: THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE, SAULT STE. MARIE MUSEUM 690  
QUEEN STREET EAST, ON

### VALIDATION SIGNATURE PAGE

The analytical data and all QC contained in this report were reviewed and validated by the following individual(s).

Harry (Peng) Liang, Senior Analyst, B.Sc., QP

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BV Labs has procedures in place to guard against improper use of the electronic signature and have the required "signatories", as per ISO/IEC 17025, signing the reports. For Service Group specific validation please refer to the Validation Signature Page.



C120344\_CO

08491278

Analyzed by \_\_\_\_\_

Reviewed by \_\_\_\_\_

Report Sent by \_\_\_\_\_

**Pinchin Ltd. - Asbestos Laboratory  
Internal Asbestos Bulk Sample Chain of Custody**

Client Name:		The Corporation of the City of Sault Ste. Marie			Project Address:	690 Queen Street East, ON			
Portfolio/Building No:		Sault Ste. Marie Museum			Pinchin File:	290313			
Submitted by:		N. Conte			Email:	nconte@pinchin.com			
CC Results to:					CC Email:				
Date Submitted:		March	26	2021	Required by:	Month	Day	2020	
# of Samples:		38			Priority:	5 Day Turnaround			
Year of Building Construction (Mandatory, Years ONLY): 1904									
Do NOT Stop on Positive (Sample Numbers):									
Pinchin Group Company (Mandatory Field): Pinchin									
HMIS2 Building Reference #: 90486/202122511788807									
To be Completed by Lab Personnel Only:									
Lab Reference #:					Time:	08:40	24 hour clock		
Received by:		<del>DTT MAR 29 2021</del> M Peano TAA			Date:	2021/03/30	Month	Day	Year
Name(s) of Analyst(s):									
Sample Prefix	Sample No.	Sample Suffix	Sample Description/Location (Mandatory)						
S	0001	A	Wall,Drywall And Joint Compound,Djc,Loc:2,Room 301						
S	0001	B	Wall,Drywall And Joint Compound,Djc,Loc:10,Room 12						
S	0001	C	Wall,Drywall And Joint Compound,Djc,Loc:9,Room 11						
S	0001	D	Wall,Drywall And Joint Compound,Djc,Loc:10,Room 12						
S	0001	E	Wall,Drywall And Joint Compound,Djc,Loc:8,Room 10 East Walkway						
S	0001	F	Wall,Drywall And Joint Compound,Djc,Loc:1,Room 5						
S	0001	G	Wall,Drywall And Joint Compound,Djc,Loc:4,Room 303						



C120344\_CO

S	0002	A	Wall,Fibrous Board,Texture Board Along Window Frame,Loc:2,Room 301
S	0002	B	Wall,Fibrous Board,Texture Board Along Window Frame,Loc:2,Room 301
S	0002	C	Wall,Fibrous Board,Texture Board Along Window Frame,Loc:2,Room 301
S	0003	A	Wall,Caulking,White Caulking Int Storm Window Frame.,Loc:4,Room 303
S	0003	B	Wall,Caulking,White Caulking Int Storm Window Frame.,Loc:4,Room 303
S	0003	C	Wall,Caulking,White Caulking Int Storm Window Frame.,Loc:4,Room 303
S	0004	A	WallExt Window Frame White Caulking,Loc:4,Room 303
S	0004	B	WallExt Window Frame White Caulking,Loc:4,Room 303
S	0004	C	WallExt Window Frame White Caulking,Loc:4,Room 303
S	0005	A	Wall,Caulking,Glazing Along Glass Window Edges,Loc:4,Room 303
S	0005	B	Wall,Caulking,Glazing Along Glass Window Edges,Loc:4,Room 303
S	0005	C	Wall,Caulking,Glazing Along Glass Window Edges,Loc:4,Room 303
S	0006	A	Wall,Plaster,Plaster Wall,Loc:4,Room 303
S	0006	B	Wall,Plaster,Plaster Wall,Loc:9,Room 11
S	0006	C	Wall,Plaster,Plaster Wall,Loc:8,Room 10 East Walkway
S	0006	D	Wall,Plaster,Plaster Wall,Loc:3,Room 302



S	0006	E	Wall,Plaster,Plaster,Loc:10,Room 12
S	0006	F	Wall,Plaster,Plaster Wall,Loc:1,Room 5
S	0006	G	Wall,Plaster,Plaster Wall,Loc:2,Room 301
S	0007	A	Wall,Caulking,Yellow Caulking Wood Frame,Loc:10,Room 12
S	0007	B	Wall,Caulking,Yellow Caulking Wood Frame,Loc:10,Room 12
S	0007	C	Wall,Caulking,Yellow Caulking Wood Frame,Loc:10,Room 12
S	0008	A	Wall,Caulking,Yellow Caulking E Window,Loc:10,Room 12
S	0008	B	Wall,Caulking,Yellow Caulking E Window,Loc:10,Room 12
S	0008	C	Wall,Caulking,Yellow Caulking E Window,Loc:10,Room 12
S	0009	A	Structure,Mortar,Mortar Along Precast Concrete Block.,Loc:11,Exterior
S	0009	B	Structure,Mortar,Mortar Along Precast Concrete Block.,Loc:11,Exterior
S	0009	C	Structure,Mortar,Mortar Along Precast Concrete Block.,Loc:11,Exterior
S	0010	A	WallTint Film On Glass,Loc:4,Room 303
S	0010	B	WallTint Film On Glass,Loc:4,Room 303
S	0010	C	WallTint Film On Glass,Loc:4,Room 303



## TRANSMITTAL

TO:	Bureau Veritas 4606 Canada Way Burnaby BC V5G 1K5
-----	---

ATTENTION:	Analytical Lab
PHONE:	

FROM:	J. Romero Oran
-------	----------------

DATE:	March 29, 2021
-------	----------------

PROJECT #:	ASB LAB
%:	NA

ITEM NO.	TYPE	DESCRIPTION
1	BULK	288768.015
2	BULK	289966
3	BULK	290313
4	Choose an item.	Click or tap here to enter text.
5	Choose an item.	Click or tap here to enter text.
6	Choose an item.	Click or tap here to enter text.
7	Choose an item.	Click or tap here to enter text.
8	Choose an item.	Click or tap here to enter text.
9	Choose an item.	Click or tap here to enter text.
10	Choose an item.	Click or tap here to enter text.

Notes:



Signature

pinchin.com

1.855.PINCHIN

2470 MILLTOWER COURT, MISSISSAUGA ON L5N 7W5

**APPENDIX II-B**  
**Lead Analytical Certificates**



# Analysis for Lead Concentration in Paint Chips

by Flame Atomic Absorption Spectroscopy  
EPA SW-846 3050B/6010C/7000B



**Customer:** Pinchin Ltd.

126 Queen Street East, Suite #3  
Sault Ste. Marie, ON P6B 1Y5

**Attn:** Nicholas Conte

**Lab Order ID:** 71962743

**Analysis ID:** 71962743\_PBP

**Date Received:** 3/30/2021

**Date Reported:** 4/5/2021

**Project:** Sault Ste. Marie Museum

Sample ID	Description	Mass (g)	Concentration (ppm)	Concentration (% by weight)
Lab Sample ID	Lab Notes			
L0001	Wall, Wood, White Flaking Paint On Wood Frame.,Loc:4,Room 303	0.0580	110000	11%
71962743PBP_1				
L0002	Wall , Wood, Red Paint On Ext Wood Frame.,Loc:4,Room 303	0.1037	28000	2.8%
71962743PBP_2				
L0003	Wall, Plaster, White Paint On Plaster,Loc:3,Room 302	0.0833	160	0.016%
71962743PBP_3				
L0004	Wall, Wood, Off White Paint On Wood Frame,Loc:10,Room 12	0.0925	2000	0.20%
71962743PBP_4				
L0005	Wall, Wood, Brown Paint On Ext Wood Frame,Loc:11 ,Exterior	0.0606	28000	2.8%
71962743PBP_5				
L0006	Wall , Plaster, Grey Paint On Plaster,Loc:1,Room 5	0.0560	< 71	< 0.0071%
71962743PBP_6				

Unless otherwise noted blank sample correction was not performed on analytical results. Scientific Analytical Institute participates in the AIHA ELPAT program. ELPAT Laboratory ID: 173190. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. Analytical uncertainty available upon request. The quality control samples run with the samples in this report have passed all EPA required specifications unless otherwise noted. RL: (Report Limit for an undiluted 50ml sample is 4µg Total Pb). Unless indicated, areas and volumes were provided by the customer.

Athena Summa (6)

1962743

Version 1-15-2012

<b>Client:</b>	Pinchin Ltd.
<b>Contact:</b>	N. Conte
<b>Address:</b>	126 Queen ST E, SSM, ON
<b>Phone:</b>	705-575-9207 ext. 3511
<b>Fax:</b>	
<b>Email:</b>	<a href="mailto:nconte@pinchin.com">nconte@pinchin.com</a>
<b>Project:</b>	Sault Ste. Marie Museum
<b>Client Notes:</b>	
<b>P.O. #:</b>	290313.000
<b>Date Submitted:</b>	03-26-2021
<b>Analysis:</b>	Paint Chips Flame AA
<b>TurnAroundTime:</b>	5 day

**\*Instructions:**  
Use Column "B" for your contact info

To See an Example Click the  
bottom Example Tab.

6

Begin Samples with a "<<" above the first sample  
and end with a ">>" below the last sample.  
Only Enter your data on the first sheet "Sheet1"

Note: Data 1 and Data 2 are optional  
fields that do not show up on the official  
report, however they will be included  
in the electronic data returned to you  
to facilitate your reintegration of the report data.

Scientific  
Analytical  
Institute



4604 Dundas Dr.  
Greensboro, NC 27407  
Phone: 336.292.3888  
Fax: 336.292.3313  
Email: lab@sailab.com

Sample Number	Data 1 (Lab use only)	Sample Description	Data 2 (Lab use only)
<<			
L0001		Wall, Wood, White Flaking Paint On Wood Frame.,Loc:4,Room 303	
L0002		Wall, Wood, Red Paint On Ext Wood Frame.,Loc:4,Room 303	
L0003		Wall, Plaster, White Paint On Plaster,Loc:3,Room 302	
L0004		Wall, Wood, Off White Paint On Wood Frame,Loc:10,Room 12	
L0005		Wall, Wood, Brown Paint On Ext Wood Frame,Loc:11,Exterior	
L0006		Wall, Plaster, Grey Paint On Plaster,Loc:1,Room 5	

Accepted



Rejected



B. Shulley 3/30/2021

**APPENDIX II-C**  
**PCB Analytical Certificates**

## Certificate of Analysis

Nicholas Conte

Pinchin Ltd. (Sault Ste. Marie)  
126 Queen Street East Suite 3, Sault Ste. Marie, ON, P6A 1Y5

Date of Issue: Apr 06, 2021

**Report Description:** 3 solid samples were submitted for the following chemical analysis

<b>Project Name:</b> 540 Albert St E, SSM, ON	<b>Date Sampled:</b> Mar 26, 2021
<b>Project No.:</b> 290313	<b>Date Tested:</b> Apr 05, 2021
<b>Site Location:</b> 690 Queen Street East, Sault Ste. Marie, ON	<b>Sampled by:</b> N, Conte

### **Report Number: 21-0510**

No.	Analyte	Result	Units	MDL	Comments	Technique / Test Method
<u>1</u>	<u>Sample ID.:</u> P0001 White Caulking Along Int Storm Window Frame, Loc.;					
	PCBs in Solid	<0.2	ug/g	0.2		LAB-M06 (EPA 3550C/8082A modified)
<u>2</u>	<u>Sample ID.:</u> P0002 Ext Window Frame White Caulking., Loc.;					LAB-M06 (EPA 3550C/8082A modified)
	PCBs in Solid	<0.2	ug/g	0.2		
<u>3</u>	<u>Sample ID.:</u> P0003 White Glazing Caulking Along Glass., loc.;					LAB-M06 (EPA 3550C/8082A modified)
	PCBs in Solid	<0.2	ug/g	0.2		

Results relate only to the samples tested above, as received.

Approved By:

**Son C.H. Le, B. Eng. (Chem.)**

Lab Manager

Phone: (519) 740-1333 Ext.: 230

Fax: (519) 740-2320

Email: SonLe@aevitas.ca

The Analytical Chemistry Laboratory of Aevitas Inc. (Ayr) is accredited for specific tests in accordance with the recognised International Standard ISO/IEC 17025:2005 by the Canadian Association for Laboratory Accreditation (CALA) Inc. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated 8 January 2009). The laboratory quality management system of Aevitas Inc. (Ayr) meets the principles of ISO 9001:2008.

All Analytical data is subject to uncertainty which, may vary with sample matrices, sample preparation techniques and instrumental parameters. As a general guideline, uncertainty may be expressed as approximately +/- 50% of the reported value at or near the Method Detection Limit (MDL) and +/-10% or less, of the reported result that is greater than 10 times the MDL. Method Detection Limits are defined as approximately 3 times the standard deviation value (at 99% confidence level), which is obtained from replicate analysis of a low-level standard as per the Ontario MOE - MISA Protocol for the Sampling and Analysis of Industrial / Municipal Wastewater (1999). MDL determination is based on undiluted samples with relatively low matrix interferences. Where dilutions are required, the reported MDL value will be scaled proportionally.

All testing procedures follow strict guidelines and quality assurance / quality control (QA/QC) protocols. QA/QC data is available for review at any time upon client's request.

**APPENDIX III**  
**Methodology**

## 1.0 GENERAL

An inspection was conducted to identify the type of Hazardous Building Materials incorporated in the structure and its finishes.

Information regarding the location and condition of hazardous building materials encountered and visually estimated quantities were recorded. The locations of any samples collected were recorded on small-scale plans. As-built drawings and previous reports were referenced where provided.

Sample collection was conducted in accordance with our Standard Operating Procedures.

### 1.1 Asbestos

The inspection for asbestos included friable and non-friable asbestos-containing materials (ACM). A friable material is a material that when dry can be crumbled, pulverized or powdered by hand pressure.

A separate set of samples was collected of each type of homogenous material suspected to contain asbestos. A homogenous material is defined by the US EPA as material that is uniform in texture and appearance, was installed at one time, and is unlikely to consist of more than one type or formulation of material. The homogeneous materials were determined by visual examination and available information on the phases of construction and prior renovations.

Samples were collected at a rate that is in compliance with the requirements of local regulations and guidelines. The sampling strategy was also based on known ban dates and phase out dates of the use of asbestos; sampling of certain building materials is not conducted after specific construction dates. In addition, to be conservative, several years past these dates are added to account for some uncertainty in the exact start / finish date of construction and associated usage of ACM. In some cases, manufactured products such as asbestos cement pipe were visually identified without sample confirmation.

The analysis was performed in accordance with Test Method EPA/600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials, July 1993.

Analytical results were compared to the following criteria.

Jurisdiction	Friable	Non-Friable
Ontario	0.5%	0.5%

Where building materials are described in the report as "non-asbestos" or "does not contain asbestos", this means that either no asbestos was detected by the analytical method utilized in any of the multiple samples or, if detected, it is below the lower limit of an asbestos-containing material in the applicable regulation. Additionally, these terms are used for materials which historically are known to not include asbestos in their manufacturing.

## 1.2 Lead

Samples of distinctive paint finishes, and surface coatings present in more than a limited application, where removal of the paint is possible was collected. The samples were collected by scraping the painted finish to include base and covering applications.

Analysis for lead in paints or surface coatings was performed in accordance with EPA Method No. 3050B/Method No. 7420; flame atomic absorption.

Analytical results were compared to the following criteria.

Jurisdiction	Units (%)	Units (ppm) / (mg/kg)
Ontario	0.1	1000

Other lead building products (e.g. batteries, lead sheeting, flashing) were identified by visual observation only.

## 1.3 Silica

Building materials known to contain crystalline silica (e.g. concrete, cement, tile, brick, masonry, mortar) were identified by visual inspection only. Pinchin did not perform sampling of these materials for laboratory analysis of crystalline silica content.

## 1.4 Mercury

Building materials, products or equipment (e.g. thermostats, barometers, pressure gauges, lamp tubes), suspected to contain mercury was identified by visually inspection only. Dismantling of equipment suspected of containing mercury was not performed. Sampling of these materials for laboratory analysis of mercury content was not performed.

## 1.5 Polychlorinated Biphenyls

The potential for light ballast and oil filled transformers to contain PCBs was based on the age of the building, a review of maintenance records and examination of labels or nameplates on equipment, where present and accessible. The information was compared to known ban dates of PCBs and Environment Canada publications.

Dry type transformers were presumed to be free of dielectric fluids and hence non-PCB.

Fluids (mineral oil, hydraulic, Aroclor or Askarel) in transformers or other equipment were not sampled for PCB content.

Caulking, sealants, or paints were sampled and submitted for PCB analysis following EPA 3550C/8082A.

Sample results are compared to the criteria of 50 mg/kg for solids as stated in the PCB Regulation, SOR/2008-273.

### **1.6     Visible Mould**

The presence of mould or water damage was determined by visual inspection of exposed building surfaces. If any mould growth or water damage was concealed within building cavities it was not addressed in this assessment.

Template: Methodology for Hazardous Building Materials Assessment, HAZ, February 25, 2021

## **METHODOLOGY ANNEX A EVALUATION CRITERIA**

## 1.0 EVALUATION CRITERIA AND BASIS OF RECOMMENDATIONS

The detailed asbestos assessment provides information regarding the location, condition, accessibility and friability of the asbestos-containing materials (ACM). In order to make recommendations for compliance with current regulations, Pinchin developed the following criteria.

## 2.0 EVALUATION OF CONDITION

### 2.1 Friable Sprayed or Trowelled Fireproofing, Thermal Insulation and Texture Finishes (Surfacing Materials)

To evaluate the condition of ACM sprayed or trowelled on fireproofing, sprayed or trowelled thermal insulation (non-mechanical), or texture, decorative or acoustic finishes, the following criteria are applied:

<b>Good</b>	Surface of material shows no significant signs of damage, deterioration or delamination. Good condition includes unencapsulated or unpainted fireproofing or texture finishes, where no or limited delamination or damage is observed, or encapsulated fireproofing or texture finishes where the encapsulant or paint has been applied after the damage or fallout occurred.
<b>Poor</b>	A sprayed material that shows signs of significant damage or is significantly delaminating or deteriorating. This may be limited to surface delamination or some portion of the substrate may be exposed.

In Locations where damage exists in isolated areas, both good and poor condition may be applicable.

The extent of each condition will be recorded. Fair condition is not utilized in the evaluation of ACM sprayed or trowelled fireproofing, sprayed or trowelled thermal insulation (non-mechanical), or texture, decorative or acoustic finishes.

The evaluation of the above products above ceilings may be limited by the number of observations and by building components such as ducts or full height walls that obstruct the above ceiling observations.

### 2.2 Friable Mechanical or Thermal System Insulation (TSI)

To evaluate the condition of mechanical insulation on vessels, boilers, breeching, ducts, pipes, fan units, equipment etc. the following criteria are applied:

<b>Good</b>	Insulation is completely covered in jacketing and exhibits no evidence of damage or deterioration. No insulation is exposed. Includes conditions where the jacketing has minor damage (i.e. scuffs or stains), but the jacketing is not penetrated.
<b>Fair</b>	Minor penetrating damage to jacketed insulation (cuts, tears, nicks, deterioration or delamination) or undamaged insulation that has never been jacketed. Insulation is exposed but not showing surface disintegration. The extent of missing insulation ranges from minor to none. Damage can be repaired.

Poor	Original insulation jacket is missing, damaged, deteriorated or delaminated. Insulation is exposed and significant areas have been dislodged. Damage cannot be readily repaired. Includes components where insulation may have been removed incompletely.
------	---

The evaluation of mechanical insulation may be limited by the number of observations made and building components such as ducts or full height walls that obstruct observations. It is often not possible to observe each foot of mechanical insulation from all angles.

### 2.3 Potentially Friable Materials and Miscellaneous Friable Materials

Potentially friable ACM are products that are basically non-friable while in place but have the potential to generate friable dust upon removal or if significantly disturbed without appropriate procedures. These products may become friable if damaged. Potentially friable materials include materials such as acoustic ceiling tiles and plaster. To evaluate the condition of potentially friable materials, the following criteria are applied:

Good	No significant damage or deterioration. Still serving its intended use as a building material or finish.
Fair	Showing signs of some cracking or breakage, but is not deteriorating (e.g. cracked plaster, broken but in place ceiling tile, missing tile or section of plaster etc.). The condition is such that it is still serving its intended use as a building material or finish but may require repair for mainly cosmetic purposes.
Poor	Significant deterioration or breaking apart of the material. Material has deteriorated to the point it is not serving its intended use as building material or finish. Material has deteriorated to a point it has become friable. Normally potentially friable ACM in Poor condition is not repairable and requires at least localized removal and replacement.

### 2.4 Non-Friable Materials

Non-friable ACM cover a wide range of products with a wide variation in their tendency to release dust or asbestos fibres to the air. Many of these materials, (particularly where the matrix is an unweathered bitumen, asphalt or tar material) do not release fibres except in very unusual circumstances or during significant disturbance (e.g. use of abrasive power tools). Others with a cementitious matrix (asbestos-cement products) can more readily release dust due to abrasion, demolition, weathering, etc. The potential for asbestos release from non-friable ACM is always lower than from friable ACM. To evaluate the condition of non-friable Materials, the following criteria are applied:

Good	No significant damage or deterioration. Still serving its intended use as a building material or finish.
------	--

Fair	Showing signs of some cracking or breakage but is not deteriorating (e.g. cracked vinyl floor tile, missing piece of tile or transite, etc.). The condition is such that it is still serving its intended use as a building material or finish but may require repair for mainly cosmetic purposes.
Poor	Significant deterioration or breaking apart of the material to the point at which it cannot be repaired, and it will require at least local removal. Material has deteriorated to the point it is not serving its intended use as building material or finish. Material may have deteriorated to a point where traffic or disturbance may cause it to become friable.

## 2.5 Evaluation of ACM Debris

The identification of the exact location or presence of debris on the top of ceiling tiles is limited by the number of observations made and the presence of building components such as ducts or full height walls that obstruct observations.

The presence of fallen or dislodged ACM is noted separately from the ACM source and is referred to as Debris. Debris may be friable if from a friable ACM source or a badly deteriorated non-friable ACM source. Debris may also be non-friable (such as fallen pieces of transite sheet or mastic fittings, or broken, dislodged floor tiles).

Debris	Debris may be friable or non-friable but is always identified as debris.
--------	--

## 2.6 Evaluation of Presumed Asbestos-Containing Material (PACM)

Presumed asbestos-containing materials (PACM), are building materials that may contain asbestos but were not sampled or analyzed due to inaccessibility or the need to perform destructive testing to obtain a reasonable sample set. Evaluation of these materials is based on the assumption that these PACM are asbestos-containing.

A list of PACM is provided in the report and they are generally not included in the detailed room by room reports. Typically, they are excluded because they are inaccessible or present in very small quantities. If PACM are evaluated, Pinchin uses the criteria that correspond with the type (and friability) of the material listed above.

### 3.0 EVALUATION OF ACCESSIBILITY

The accessibility of building materials known or suspected of being ACM is rated according to the following criteria:

<b>Access (A)</b>	Common areas of the building within reach of all building users (approximately 8' - 9' from floor or standard ceiling height). Includes other areas where occupant activities may result in disturbance of material that is not normally within reach from floor level, but may be disturbed by common activities (e.g. gymnasiums, workshops, warehouses)
<b>Access (B)</b>	Areas of the building accessed primarily by Maintenance/Caretaking/Janitorial Staff and within reach without use of a ladder. Includes areas within reach in Boiler Rooms, Electrical Rooms, Janitors Closets, Elevator Rooms, Mechanical Rooms, etc. Includes materials within reach from fixed ladders or catwalks, mezzanines, and accessible pipe chases.
<b>Access (C) and Visible</b>	Areas of the building above 8' - 9' where use of a ladder or scaffold is required to reach the ACM. Only includes ACM that are visible to view without the removal or opening of other building components such as ceiling tiles or service access panels. Visible column on HMIS sheets will say YES.
<b>Access (C) and not Visible</b>	Areas of the building above 8' - 9' where use of a ladder or scaffold is required to reach the ACM. Includes ACM that are not visible to view and require the removal of a building component to see, such as ceilings tiles or access panels to view and access. Includes rarely entered crawl spaces, attic spaces, etc. Observations will be limited to the extent visible from the access points. Visible column on HMIS sheets will say NO.
<b>Access (D)</b>	Areas of the building behind inaccessible solid ceiling systems, walls or equipment etc. where demolition of the ceiling, wall or equipment etc. is required to reach the ACM. Material inaccessible due to height or location or is only accessed under unusual situations. Evaluation of condition and extent of ACM is limited or impossible, depending on the surveyor's ability to visually examine materials in Access D.

### 4.0 ACTION MATRIX AND DEFINITIONS

Pinchin's evaluation of the viability of a specific asbestos control option is based on the consideration of the friability, condition, accessibility and visibility of a material. The logic used is that damaged ACM located in an area frequently accessed by all building occupants is of a higher priority than damaged ACM located in an infrequently accessed service area. The action matrix considers the potential for fibre release (primarily from friable ACM) and the possible concerns from regulatory bodies and many building occupants to all damaged ACM (including non-friable).

In any building with asbestos, many current regulations require an Asbestos Management Program be implemented. Depending on the condition and the accessibility, more active measures such as repair or removal may be recommended. The following matrix provides guidance for recommended Actions in the absence of renovation or demolition. In the event of construction or maintenance activity which will disturb ACM more aggressive control or removal will be required.

#### 4.1 Action Matrix

The following tables outline the action decisions based on the relationship of assessed factors. Table I applies to friable ACM. Table II applies to non-friable ACM.

**Table I Decision Matrix for Friable ACM**

Access	Condition			Debris
	Good	Fair	Poor	
(A)	Action 5 <sup>1</sup>	Action 5 <sup>2</sup>	Action 3	Action 1
(B)	Action 7	Action 6 <sup>3</sup>	Action 3	Action 1
(C) Visible	Action 7	Action 6	Action 3	Action 2
(C) Not Visible	Action 7	Action 7	Action 4	Action 2
(D)	Action 7	Action 7	Action 7	Action 7

**Table II Decision Matrix for Potentially Friable and Non-Friable ACM**

Access	Condition			Debris
	Good	Fair	Poor	
(A)	Action 7	Action 7 <sup>4</sup>	Action 3	Action 1
(B)	Action 7	Action 7	Action 3	Action 1
(C) Visible	Action 7	Action 7	Action 4	Action 2
(C) Not Visible	Action 7	Action 7	Action 4	Action 2
(D)	Action 7	Action 7	Action 7	Action 7

#### 4.2 Action Definitions

The following are the definitions in the Action Matrix Table presented above:

##### Action Definitions

<b>Action 1</b>	Clean-Up of ACM Debris  Restrict access that is likely to cause a disturbance of the ACM Debris and clean up ACM Debris. Utilize appropriate asbestos precautions.
-----------------	--

<sup>1</sup> If friable ACM in access (A)/Good condition is not proactively removed Action 7 (Manage) is recommended.

<sup>2</sup> If friable ACM in access (A)/Fair condition is not proactively removed repair is recommended.

<sup>3</sup> If friable ACM in access (B)/Fair condition is likely to be disturbed after repair proactive removal is recommended.

<sup>4</sup> Action 7 is recommended for all non-friable ACM in Fair condition however some clients may wish to repair or take some action primarily for cosmetic reasons

---

## Action Definitions

Action 2	Precautions for Access Which may Disturb ACM Debris Use appropriate means to isolate the debris or to limit entry to the area which may disturb the material. At locations where ACM Debris can remain in place in lieu of removal or clean-up (e.g. Debris on top of ceiling tiles or behind lockable door), Utilize appropriate asbestos precautions to enter the area if this will disturb debris. The precautions will be required until the ACM Debris has been cleaned up.
Action 3	ACM Removal Remove ACM. Utilize asbestos procedures appropriate to the scope of the removal work. Until it is removed, restrict access to the material so it is not disturbed.
Action 4	Precautions for Work Which may Disturb ACM in Poor Condition. Utilize appropriate asbestos precautions if ACM may be disturbed by work on or near ACM. This does not require restricting access to the area, only control of work which may contact or disturb the ACM. Removal is the only viable option if work will disturb ACM.
Action 5	Proactive ACM Removal Remove friable ACM where the presence of friable asbestos in Good condition is not desirable. If friable ACM in Fair condition is not removed, then Repair friable ACM.
Action 6	ACM Repair Repair friable ACM in Fair condition which is not likely to be damaged again or disturbed by normal use of the area or room. Pinchin recommends proactive removal if friable ACM is likely to be damaged or disturbed during normal use of the area or room
Action 7	Asbestos Management Program with Routine Surveillance Implement an Asbestos Management Program, including routine surveillance of ACM. Reassess materials regularly (typically once per year).

Master Template: Methodology Annex A to Appendix I Evaluation Criteria, HAZ, January 10, 2020

**APPENDIX IV**  
**Location Summary Report**

**Client:**The Corporation of the City of Sault Ste. Marie  
**Building Name:**Sault Ste. Marie Museum  
**Surveyor:**N.Conte  
**Reassessment Surveyor:**

**Site:** 690 Queen Street East, Sault Ste. Marie, ON  
**Survey Date:**  
**Last Re-Assessment:**

Location No.	Name or Description	ft <sup>2</sup>	Floor No.	Notes
1	Room 5	150	1	
2	Room 301	150	3	Window blocked off with wood during assessment.
3	Room 302	150	3	
4	Room 303	300	3	
5	Room 304	100	3	
6	Room 305	100	3	
7	Room 306	180	3	
8	Room 10 East Walkway	20	2	
9	Room 11	250	2	
10	Room 12	450	2	
11	Exterior	0	1	

**APPENDIX V**  
**Hazardous Materials Summary Report / Sample Log**



## HAZARDOUS MATERIALS SUMMARY / SAMPLE LOG



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Client: The Corporation  
of the City of Sault Ste. Marie Site: 690 Queen Street East, Sault Ste. Marie, ON Building Name: Sault Ste. Marie Museum

Surveyor: N. Conte

Survey Date:

HAZMAT	Sample No	System/Material/Sample Description	Locations	LF	SF	EA	%	Type	Positive
Asbestos	S0001 ABCFG	WALL   DRYWALL AND JOINT COMPOUND   DJC	1,2,4,8,9,10	0	2200	0	0	None Detected	No
Asbestos	S0002 ABC	WALL   FIBROUS BOARD   TEXTURE BOARD ALONG WINDOW FRAME	2	0	90	0	0	None Detected	No
Asbestos	S0003 ABC	WALL   CAULKING   WHITE CAULKING INT STORM WINDOW FRAME.	1,4,5,6,7,8	141	0	0	0	None Detected	No
Asbestos	S0004 ABC	WALL    EXT WINDOW FRAME WHITE CAULKING	4	240	0	0	0	None Detected	No
Asbestos	S0005 ABC	WALL   CAULKING   GLAZING ALONG GLASS WINDOW EDGES	1,2,3,4,5,6,7,8,9,10	151	0	0	0	Chrysotile	Yes
Asbestos	S0006 ABCDEFG	CEILING, WALL   PLASTER   PLASTER WALL	1,2,3,4,5,6,7,8,9,10	0	1650	0	0	Chrysotile	Yes
Asbestos	S0007 ABC	WALL   CAULKING   YELLOW CAULKING WOOD FRAME	10	64	0	0	0	None Detected	No
Asbestos	S0008 ABC	WALL   CAULKING   YELLOW CAULKING E WINDOW	10	48	0	0	0	None Detected	No
Asbestos	S0009 ABC	STRUCTURE   MORTAR   MORTAR ALONG PRECAST CONCRETE BLOCK.	11	0	0	0	100	None Detected	No
Asbestos	S0010 ABC	WALL    TINT FILM ON GLASS	4	0	120	0	0	None Detected	No
Paint	L0001	WALL   WOOD   WHITE FLAKING PAINT ON WOOD FRAME.	1,2,3,4,5,6,7,8,9	0	0	0	0	Lead (High)	Yes
Paint	L0002	WALL   WOOD   RED PAINT ON EXT WOOD FRAME.	1,2,3,4,5,6,7,8,9,10	0	0	0	0	Lead (High)	Yes
Paint	L0003	WALL   PLASTER   WHITE PAINT ON PLASTER	2,3,4,5,6,7,8,9,10	0	0	0	0	Lead (Low)	Yes
Paint	L0004	WALL   WOOD   OFF WHITE PAINT ON WOOD FRAME	10	0	0	0	0	Lead (High)	Yes
Paint	L0005	WALL   WOOD   BROWN PAINT ON EXT WOOD FRAME	11	0	0	0	0	Lead (High)	Yes
Paint	L0006	WALL   PLASTER   GREY PAINT ON PLASTER	1	0	0	0	0		No
PCB	P0001	CAULKING   WHITE CAULKING ALONG INT STORM WINDOW FRAME	4	16	0	0	0	-	No
PCB	P0002	CAULKING   EXT WINDOW FRAME WHITE CAULKING.	4	80	0	0	0	-	No
PCB	P0003	CAULKING   WHITE GLAZING CAULKING ALONG GLASS.	4	0	0	0	0	-	No

2021-05-03

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## HAZARDOUS MATERIALS SUMMARY / SAMPLE LOG



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### Legend:

Sample number	Units
S#### Asbestos sample collected	SF Square feet
L#### Paint sample collected	LF Linear feet
P#### PCB sample collected	EA Each
M#### Mould sample collected	% Percentage
V#### Material visually similar to numbered sample collected	
V0000 Known non Hazardous Material	
V9000 Material is visually identified as Hazardous Material	
V9500 Material is presumed to be Hazardous Material	

2021-05-03

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**APPENDIX VI**  
**HMIS All Data Report**



ALL DATA REPORT



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**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #1 : Room 5  
**Survey Date:** 2021-03-25

Site: 690 Queen Street East, Sault Ste. Marie, ON Building Name: Sault Ste. Marie Museum

**N Building Name: Sault Ste. Marie Museum**

Site: 050

Building  
Rooms #1

Area (sq ft): 150

Room #: \_\_\_\_\_  
Last Re-Assessment: \_\_\_\_\_

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster			C						V0006	Chrysotile	0.5-5%	Confirmed Asbestos(PF)	
Duct		None Found													
Wall		Drywall and joint compound, Djc			A	Y		350		SF	S0001F	None Detected	N.D.	None	
Wall		Plaster, Plaster wall			A	Y		150		SF	S0006F	Chrysotile	0.5-5%	Confirmed Asbestos(PF)	
Wall	Window	Caulking			A	Y		25		LF	V0003	None Detected	N.D.	None	
Wall	Window	Caulking			A	Y		7		LF	V0005	Chrysotile	0.5-5%	Confirmed Asbestos(NF)	

**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #1 : Room 5  
**Survey Date:** 2021-03-25

**Site: 690 Queen Street East, Sault Ste. Marie, ON**

**Building Name:** Sault Ste. Marie Museum

## **Building Room #:**

Area (sqft): 150

**Last Re-Assessment:**

PAINT								
System	Item	Good	Poor	Unit	Sample	Sample Description	Amount	Hazard
Wall	Plaster				L0006	Grey paint on plaster	Pb: <0.0071 %	No
Wall	Wood				V0001	White flaking paint on wood frame.	Pb: 11 %	Lead (High)
Wall	Wood				V0002	Red paint on ext wood frame.	Pb: 2.8 %	Lead (High)

2021-05-03

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## ALL DATA REPORT



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**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #2 : Room 301  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON  
**Floor:** 3

**Building Name:** Sault Ste. Marie Museum  
**Room #:**  
**Last Re-Assessment:**

**Area (sqft):** 150

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster			C	Y						V0006	Chrysotile	0.5-5%	Confirmed Asbestos(PF)
Wall		Drywall and joint compound, Djc			A	Y		350			SF	S0001A	None Detected	N.D.	None
Wall		Plaster, Plaster wall			A	Y		150			SF	S0006G	Chrysotile	0.5-5%	Confirmed Asbestos(PF)
Wall		Fibrous Board, Texture board along window frame			A	Y		90			SF	S0002ABC	None Detected	N.D.	None
Wall	Window	Caulking			A	Y		14			LF	V0005	Chrysotile	0.5-5%	Confirmed Asbestos(NF)

Window blocked off with wood during assessment.

**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #2 : Room 301  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON  
**Floor:** 3

**Building Name:** Sault Ste. Marie Museum  
**Room #:**  
**Last Re-Assessment:**

**Area (sqft):** 150

PAINT										
System	Item	Good	Poor	Unit	Sample	Sample Description			Amount	Hazard
Wall	Wood				V0001	White flaking paint on wood frame.			Pb: 11 %	Lead (High)
Wall	Wood				V0002	Red paint on ext wood frame.			Pb: 2.8 %	Lead (High)
Wall	Plaster				V0003	White paint on plaster			Pb: 0.016 %	Lead (Low)

Window blocked off with wood during assessment.



ALL DATA REPORT



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**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #3 : Room 302  
**Survey Date:** 2021-03-25

Site: 690 Queen Street East, Sault Ste. Marie, ON Building Name: Sault Ste. Marie Museum

**Building Name:** Sault Ste. Marie Museum

Site: 650

## **Building Room #:**

Area (sq ft): 150

Room #:

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster			C	Y					V0006	Chrysotile	0.5-5%	Confirmed Asbestos(PF)	
Wall		Drywall and joint compound			A	Y		350			SF				
Wall		Plaster, Plaster wall			A	Y		150			S0006D	Chrysotile	0.5-5%	Confirmed Asbestos(PF)	
Wall	Window	Caulking			A	Y		14			LF	V0005	Chrysotile	0.5-5%	Confirmed Asbestos(NF)

**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #3 : Room 302  
**Survey Date:** 2021-03-25

Site: 690 Queen Street East, Sault Ste. Marie, ON Building Name: Sault Ste. Marie Museum

**Building Name:** Sault Ste. Marie Museum

Site. 05

Building

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**Room #:**

Survey Date: 2021-05-25		Last REAssessment:							
System	Item	PAINT					Sample Description	Amount	Hazard
		Good	Poor	Unit	Sample				
Wall	Plaster			L0003		White paint on plaster	Pb: 0,016 %	Lead (Low)	
Wall	Wood			L0001		White flaking paint on wood frame.	Pb: 11 %	Lead (High)	
Wall	Wood			V0002		Red paint on ext wood frame.	Pb: 2,8 %	Lead (High)	

2021-05-03

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### ALL DATA REPORT



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**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #4 : Room 303  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON  
**Floor:** 3

**Building Name:** Sault Ste. Marie Museum  
**Room #:**

**Area (sqft):** 300

**Last Re-Assessment:**

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster			C	Y						V0006	Chrysotile	0.5-5%	Confirmed Asbestos(PF)
Wall		, Ext window frame white caulking						240			LF	S0004ABC	None Detected	N.D.	None
Wall		Drywall and joint compound, Djc			A	Y		400			SF	S0001G	None Detected	N.D.	None
Wall		Plaster, Plaster wall			A	Y		400			SF	S0006A	Chrysotile	0.5-5%	Confirmed Asbestos(PF)
Wall		Caulking, White caulking int storm window frame.			A	Y		48			LF	S0003ABC	None Detected	N.D.	None
Wall	Window (film over glass)	, Tint film on glass			A	Y		120			SF	S0010ABC	None Detected	N.D.	None
Wall	Window	Caulking, Glazing along glass window edges			A	Y		21			LF	S0005ABC	Chrysotile	0.5-5%	Confirmed Asbestos(NF)

**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #4 : Room 303  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON  
**Floor:** 3

**Building Name:** Sault Ste. Marie Museum  
**Room #:**

**Area (sqft):** 300

**Last Re-Assessment:**

PAINT								
System	Item	Good	Poor	Unit	Sample	Sample Description	Amount	Hazard
Wall	Wood				L0001	White flaking paint on wood frame.	Pb: 11 %	Lead (High)
Wall	Wood				L0002	Red paint on ext wood frame,	Pb: 2,8 %	Lead (High)
Wall	Plaster				V0003	White paint on plaster	Pb: 0.016 %	Lead (Low)

**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #4 : Room 303  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON  
**Floor:** 3

**Building Name:** Sault Ste. Marie Museum  
**Room #:**

**Area (sqft):** 300

**Last Re-Assessment:**

PCB								
Component	Quantity	Unit	Sample	Sample Description			Amount	PCB
CAULKING	16	LF	P0001	White caulking along int storm window frame			<0.2 mg/kg	No
CAULKING	80	LF	P0002	Ext window frame white caulking.			<0.2 mg/kg	No
CAULKING			P0003	White glazing caulking along glass.			<0.2 mg/kg	No



## ALL DATA REPORT



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**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #5 : Room 304  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON

**Building Name:** Sault Ste. Marie Museum

**Floor:** 3

**Room #:**

**Area (sqft):** 100

**Last Re-Assessment:**

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster			C	Y						V0006	Chrysotile	0.5-5%	Confirmed Asbestos(PF)
Wall		Drywall and joint compound			A	Y		300			SF				
Wall		Plaster			A	Y		120			SF				
Wall	Window	Caulking			A	Y		10			LF	V0003	None Detected	N.D.	None
Wall	Window	Caulking			A	Y		7			LF	V0005	Chrysotile	0.5-5%	Confirmed Asbestos(NF)

**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #5 : Room 304  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON

**Building Name:** Sault Ste. Marie Museum

**Floor:** 3

**Room #:**

**Area (sqft):** 100

**Last Re-Assessment:**

PAINT										
System	Item	Good	Poor	Unit	Sample	Sample Description			Amount	Hazard
Wall	Wood				V0001	White flaking paint on wood frame.			Pb: 11 %	Lead (High)
Wall	Wood				V0002	Red paint on ext wood frame.			Pb: 2.8 %	Lead (High)
Wall	Plaster				V0003	White paint on plaster			Pb: 0.016 %	Lead (Low)

2021-05-03

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## ALL DATA REPORT



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**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #6 : Room 305  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON

**Building Name:** Sault Ste. Marie Museum

**Floor:** 3

**Room #:**

**Area (sqft):** 100

**Last Re-Assessment:**

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster			C	Y						V0006	Chrysotile	0.5-5%	Confirmed Asbestos(PF)
Wall		Drywall and joint compound			A	Y		300			SF				
Wall		Plaster			A	Y		120			SF				
Wall	Window	Caulking			A	Y		10			LF	V0003	None Detected	N.D.	None
Wall	Window	Caulking			A	Y		7			LF	V0005	Chrysotile	0.5-5%	Confirmed Asbestos(NF)

**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #6 : Room 305  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON

**Building Name:** Sault Ste. Marie Museum

**Floor:** 3

**Room #:**

**Area (sqft):** 100

**Last Re-Assessment:**

PAINT										
System	Item	Good	Poor	Unit	Sample	Sample Description			Amount	Hazard
Wall	Wood				V0001	White flaking paint on wood frame.			Pb: 11 %	Lead (High)
Wall	Wood				V0002	Red paint on ext wood frame.			Pb: 2.8 %	Lead (High)
Wall	Plaster				V0003	White paint on plaster			Pb: 0.016 %	Lead (Low)

2021-05-03

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ALL DATA REPORT



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**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #7 : Room 306  
**Survey Date:** 2021-03-25

Site: 690 Queen Street East, Sault Ste. Marie, ON Building Name: Sault Ste. Marie Museum

**Building Name: Sault Ste. Marie Museum**

Site: 650

## **Building Room #:**

Area (sq ft): 180

Room #: \_\_\_\_\_  
Last Re-Assessment: \_\_\_\_\_

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster			C	Y						V0006	Chrysotile	0.5-5%	Confirmed Asbestos(PE)
Wall		Drywall and joint compound			A	Y		350			SF				
Wall		Plaster			A	Y		360			SF				
Wall	Window	Caulking			A	Y		30			LF	V0003	None Detected	N.D.	None
Wall	Window	Caulking			A	Y		7			LF	V0005	Chrysotile	0.5-5%	Confirmed Asbestos(NF)

**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #7 : Room 306  
**Survey Date:** 2021-03-25

**Site: 690 Queen Street East, Sault Ste. Marie, ON**

**Building Name: Sault Ste. Marie Museum**

8

Building

卷之六

**Room #:**

PAINT								
System	Item	Good	Poor	Unit	Sample	Sample Description	Amount	Hazard
Wall	Wood				V0001	White flaking paint on wood frame.	Pb: 11 %	Lead (High)
Wall	Wood				V0002	Red paint on ext wood frame.	Pb: 2.8 %	Lead (High)
Wall	Plaster				V0003	White paint on plaster	Pb: 0.016 %	Lead (Low)

2021-05-03

Quantities shown above are based on visual approximations only and may be subject to variation. Copyright Pinchin Ltd. 2021

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## ALL DATA REPORT



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**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #8 : Room 10 East Walkway  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON  
**Floor:** 2

**Building Name:** Sault Ste. Marie Museum  
**Room #:**

**Area (sqft):** 20

**Last Re-Assessment:**

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster			C	Y						V0006	Chrysotile	0.5-5%	Confirmed Asbestos(PF)
Duct		Not Insulated			C	Y									
Piping		Metal		Fibreglass	C	Y									
Wall		Drywall and joint compound, Dyc			A	Y		100			SF	S0001E	None Detected	N.D.	None
Wall		Plaster, Plaster wall			A	Y		50			SF	S0006C	Chrysotile	0.5-5%	Confirmed Asbestos(PF)
Wall	Window	Caulking			A	Y		18			LF	V0003	None Detected	N.D.	None
Wall	Window	Caulking			A	Y		15			LF	V0005	Chrysotile	0.5-5%	Confirmed Asbestos(NF)

**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #8 : Room 10 East Walkway  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON  
**Floor:** 2

**Building Name:** Sault Ste. Marie Museum  
**Room #:**

**Area (sqft):** 20

**Last Re-Assessment:**

PAINT										
System	Item	Good	Poor	Unit	Sample	Sample Description			Amount	Hazard
Wall	Wood				V0001	White flaking paint on wood frame,			Pb: 11 %	Lead (High)
Wall	Wood				V0002	Red paint on ext wood frame,			Pb: 2.8 %	Lead (High)
Wall	Plaster				L0003	White paint on plaster			Pb: 0.016 %	Lead (Low)

2021-05-03

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## ALL DATA REPORT



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**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #9 : Room 11  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON

**Building Name:** Sault Ste. Marie Museum

**Floor:** 2

**Room #:**

**Area (sqft):** 250

**Last Re-Assessment:**

### ASBESTOS

System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster			C	Y						V0006	Chrysotile	0.5-5%	Confirmed Asbestos(PF)
Wall		Drywall and joint compound, Djc			A	Y		600			SF	S0001C	None Detected	N.D.	None
Wall		Plaster, Plaster wall			A	Y		250			SF	S0006B	Chrysotile	0.5-5%	Confirmed Asbestos(PF)
Wall	Window	Caulking			A	Y		16				V	None Detected	N.D.	
Wall	Window	Caulking			A	Y		14			LF	S0005	Chrysotile	0.5-5%	Confirmed Asbestos(NF)

**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #9 : Room 11  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON

**Building Name:** Sault Ste. Marie Museum

**Floor:** 2

**Room #:**

**Area (sqft):** 250

### PAINT

System	Item	Good	Poor	Unit	Sample	Sample Description	Amount	Hazard
Wall	Wood				V0001	White flaking paint on wood frame.	Pb: 11 %	Lead (High)
Wall	Wood				V0002	Red paint on ext wood frame.	Pb: 2.8 %	Lead (High)
Wall	Plaster				V0003	White paint on plaster	Pb: 0.016 %	Lead (Low)

2021-05-03

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## ALL DATA REPORT



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**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #10 : Room 12  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON

**Floor:** 2

**Building Name:** Sault Ste. Marie Museum

**Room #:**

**Area (sqft):** 450

**Last Re-Assessment:**

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster			C	Y						V0006	Chrysotile	0.5-5%	Confirmed Asbestos(PF)
Wall		Drywall and joint compound, Djc			A	Y		400			SF	S0001B	None Detected	N.D.	None
Wall		Plaster, Plaster			A	Y		500			SF	S0006E	Chrysotile	0.5-5%	Confirmed Asbestos(NF)
Wall		Caulking, Yellow caulking wood frame			A	Y		48			LF	S0007ABC	None Detected	N.D.	None
Wall		Caulking, Yellow caulking E window			A	Y		48			LF	S0008ABC	None Detected	N.D.	None
Wall	Window	Caulking			A	Y		16			LF	V0007	None Detected	N.D.	None
Wall	Window	Caulking			A	Y		45			LF	S0005	Chrysotile	0.5-5%	Confirmed Asbestos(NF)

**Client:** The Corporation of the City of Sault Ste. Marie  
**Location:** #10 : Room 12  
**Survey Date:** 2021-03-25

**Site:** 690 Queen Street East, Sault Ste. Marie, ON

**Floor:** 2

**Building Name:** Sault Ste. Marie Museum

**Room #:**

**Area (sqft):** 450

**Last Re-Assessment:**

PAINT										
System	Item	Good	Poor	Unit	Sample	Sample Description			Amount	Hazard
Wall	Wood				L0004	Off white paint on wood frame			Pb: 0.2 %	Lead (High)
Wall	Wood				V0002	Red paint on ext wood frame,			Pb: 2.8 %	Lead (High)
Structure	Plaster				V0003	White paint on plaster			Pb: 0.016 %	Lead (Low)

2021-05-03

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## ALL DATA REPORT



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Client: The Corporation of the City of Sault Ste. Marie  
Location: #11 : Exterior  
Survey Date: 2021-03-26

Site: 690 Queen Street East, Sault Ste. Marie, ON

Building Name: Sault Ste. Marie Museum

Floor: 1

Room #:

Area (sqft): 0

Last Re-Assessment:

## ASBESTOS

System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Structure		Mortar, Mortar along precast concrete block.			A	Y		100			%	S0009ABC	None Detected	N.D.	None

Client: The Corporation of the City of Sault Ste. Marie  
Location: #11 : Exterior  
Survey Date: 2021-03-26

Site: 690 Queen Street East, Sault Ste. Marie, ON

Building Name: Sault Ste. Marie Museum

Floor: 1

Room #:

Area (sqft): 0

Last Re-Assessment:

## PAINT

System	Item	Good	Poor	Unit	Sample	Sample Description	Amount	Hazard
Wall	Wood				L0005	Brown paint on ext wood frame	Pb: 2.8 %	Lead (High)



## ALL DATA REPORT



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### Legend:

Sample number	Units	Other
S####	Asbestos sample collected	SF Square feet
L####	Paint sample collected	LF Linear feet
P####	PCB sample collected	EA Each
M####	Mould sample collected	% Percentage
V####	Material is visually identified to be identical to S####	LF Linear feet
V0000	Known non hazardous material	
V9000	Material visually identified as a Hazardous Material	
V9500	Material is presumed to be a hazardous material	
		A Access
		V Visible
		AP Air Plenum
		F Friable material
		NF Non Friable material
		PF Potentially Friable material
		Pb Lead
		Hg Mercury
		As Arsenic
		Cr Chromium

#### Access

- A Accessible to all building occupants
- B Accessible to maintenance and operations staff without a ladder
- C Accessible to maintenance and operations staff with a ladder. Also rarely entered, locked areas
- D Not normally accessible

#### Condition

- Good No visible damage or deterioration
- Fair Minor, repairable damage, cracking, delamination or deterioration
- Poor Irreparable damage or deterioration with exposed and missing material

## FORM OF TENDER

### CITY REFERENCE # 2023CDE-CS-EC-03-T(2) **Museum Window Replacement**

#### FT.01 TENDER PRICE

1. Offer by - Jobst Brothers Construction  
1595 Third Line East  
Sault Ste. Marie, ont.
2. To The City of Sault Ste. Marie

We, the undersigned, herein offer to provide all labour, material and services required to complete the work of all trades and agree to enter into a Contract for the completion of:

#### **BASE BID – 3<sup>RD</sup> FLOOR WINDOWS**

**Sault Ste. Marie Museum Window Replacement**  
690 Queen Street East  
Sault Ste. Marie, ON

for the Total Tender Price (H.S.T. extra) of

Two hundred and Twenty Thousand, Seven Hundred  
and Forty Four XX/100 dollars (\$220,744.00 plus HST)

#### FT.02 CONTINGENCIES AND ALLOWANCES

- A. We agree that there are no Contingencies or Allowances in this contract.

#### FT.03 QUANTITIES

- A. The base bid tender price is compiled from the replacement of all of the windows shown on the drawings on the third floor. Options to add windows shown on the drawings second floor is available.

#### FT.04 ADDITIONS AND DEDUCTIONS

- A. We agree that the valuation of additions to the contract shall be made as follows:  
B. Price to add one window to the contract

#### FT.05 ADDENDA

- A. We agree that we have received addenda ...Q... to ...Q...\* inclusive, and the tender price includes the provisions set out in such addenda.

\* Tenderer to Complete

## **FT.06 SCHEDULE OF TENDER PRICES**

Unit prices must be inclusive of all mobilization, demolition, travel, lodging, per diem, hoisting, rigging, lifts, scaffolding, overhead profit insurance, etc.

- A. Bidders shall fill in all Unit Prices and Total Prices.
- B. Type A or B \$ 6,000.00 (plus HST) Add one window
- C. Type C \$ 6,000.00 (plus HST) Add one window
- D. Type C1 \$ 10,000.00 (plus HST) Add one window
- E. Type D or E \$ 6,000.00 (plus HST) Add one window

## **FT.07 PROVISIONAL ITEMS**

There are no provisional items in this contract.

I/We confirm that the Corporation, its Offices and Directors, and supervisory staff have not been convicted of an offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act: Yes  No

OFFERED ON BEHALF  
OF THE CONTRACTOR

Nick Jobst  
SIGNING OFFICER NAME (PRINT)

CONTRACTOR'S SEAL

  
SIGNING OFFICE SIGNATURE  
I have the authority to bind the Corporation

WITNESS SIGNATURE (must be present if  
Corporate Seal is not affixed to Form of Tender)

Jobst Brothers Construction  
COMPANY NAME

1595 3rd Line E, SSM, ont.  
ADDRESS

Sept. 7 2023  
DATE

CITY REFERENCE # # 2023CDE-CS-EC-03-T(2)  
**Museum Window Replacement**  
MET Project 21M67

**STATEMENT SHEET**  
**LIST OF SUBCONTRACTORS**

The Tenderer shall list, on this sheet, the name of each proposed Subcontractor. A list of possible sub-trades is listed below. The Tenderer shall make an entry against each possible sub-trade listed by naming the proposed Subcontractor or by entering "by own forces", whichever applies.

If the Tenderer proposes to sublet a part of the work which is not listed below, he shall add the sub-trade and the proposed subcontractor's name to the list.

<u>Trade</u>	<u>Subcontractor</u> (include address & telephone number)	<u>Value</u>
Windows	Glass Employees	\$40,600.00
Window Frames	Own Forces	
Installation of Windows	Own Forces	

Any Other Subcontractors Not Identified Above

CITY REFERENCE # 2023CDE-CS-EC-03-T(2)  
**Museum Window Replacement**  
MET Project 21M67

**STATEMENT SHEET**  
**TENDERER'S & SUBCONTRACTOR'S SENIOR STAFF**

STAFF

<u>Position</u>	<u>Name</u>	<u>Experience</u>
President	Nick Jobst	15 years
Site Supervisor	Brian Jobst	12 years
Lead Carpenter	Peter Jobst	40 years

CITY REFERENCE # 2023CDE-CS-EC-03-T(2)  
**Museum Window Replacement**

**STATEMENT SHEET**  
**TENDERER'S & SUBCONTRACTOR'S EXPERIENCE IN SIMILAR WORK**

The contractor must provide example of similar projects to this one to show experience in this installation.

Similar projects where Tenderer acted as Prime or Subcontractor -Minimum of Three (3)

<u>Project</u>	<u>Date</u>	<u>Value</u>	<u>Prime or Sub</u>
- West End Steelton Centre (2021)		'450,000.00	Prime
- Tarentorus School addition (present)		'8,000,000.00	Prime
- ARCHI addition (2019)		'2,000,000.00	Prime
- Multiple ADSC Projects			

★ Various references available from Consultants and Customers



TRISURA

Bay Adelaide Centre  
333 Bay Street, Suite 1610, Box 22  
Toronto, Ontario, M5H 2R2  
Phone: (416) 214-2555  
Fax: (416) 214-9597

## BID BOND

CCDC 220-2002

No. TCS0239018-23-006

Bond Amount 10% of Tender Price

**SOO YARD WORKS LTD.**, as Principal, hereinafter called the Principal, and **TRISURA GUARANTEE INSURANCE COMPANY** 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. MAIRE** as Obligee, hereinafter called the Obligee, in the amount of **Ten Percent of Tender Price ----- xx/100 Dollars (10% of Tender Price)** 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 the **7th day of September** in the year **2023** for

**Contract No. 21M67 Window Replacement – Sault Ste. Marie Museum**

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 Sixty (60) 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.

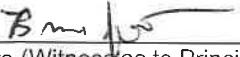
It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

**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.**

**IN WITNESS WHEREOF**, the Principal and the Surety have Signed and Sealed this Bond dated the **6th day of September**, in the year **2023**.

SIGNED and SEALED In the presence of:

**SOO YARD WORKS LTD.**

  
Signature (Witness as to Principal)

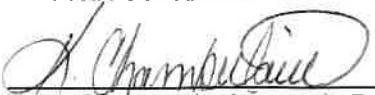
(seal)

Signature

Brian Jobst  
Print Name of Witness

  
Print Name of Person Signing

**TRISURA GUARANTEE INSURANCE COMPANY**

  
Karen Chamberlain, Attorney-in-Fact  
(seal)

**CCDC**

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Canadian Construction Documents Committee

(CCDC 220-2002 has been endorsed by the Surety Association of Canada)



TRISURA

Bay Adelaide Centre  
333 Bay Street, Suite 1610, Box 22  
Toronto, Ontario, M5H 2R2  
Phone: (416) 214-2555  
Fax: (416) 214-9597

## SURETY'S CONSENT

Date: September 6, 2023

Bond No: TCS0239018-23-006

WHEREAS **SOO YARD WORKS LTD.** (the "Principal") has submitted a written tender **THE CORPORATION OF THE CITY OF SAULT STE. MARIE** (the "Obligee") dated **September 7th, 2023** (the "Tender Date"), concerning:

### **Contract No. 21M67 Window Replacement – Sault Ste. Marie Museum**

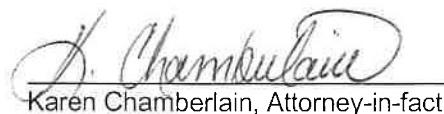
and the condition of this obligation being such that the Principal **shall have the bid accepted within the time period prescribed in the Obligee's bid documents**, or, if no time period is specified in the Obligee's bid documents, within **Sixty (60) days** from the closing date of tender, we, **TRISURA GUARANTEE INSURANCE COMPANY**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a contract performance bond of **(100%)** of the contract price not exceeding the maximum sum of **(100 %) OF THE AMOUNT OF THE TENDER**
2. a labour & material payment bond of **(50%)** of the contract price not exceeding the maximum sum of **(50 %) OF THE AMOUNT OF THE TENDER**

This consent shall be null and void thirty (30) days following the award of the contract.

Any suit filed against the Surety with respect to this Surety's Consent must be initiated and duly served on the Surety within seven (7) months of the date hereof.

TRISURA GUARANTEE INSURANCE COMPANY



---

Karen Chamberlain, Attorney-in-fact

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO. 2023-163

**PROPERTY SALE:** A by-law to declare the City owned property legally described as PIN 31577-0024, Part of PIN 31577-0044 and Part of PIN 31577-0019 being a total of 2.49 hectares, shown as Area One on Schedule "A" attached, as surplus to the City's needs and to authorize the disposition of the said property to 1188004 Ontario Inc. (Tony Porco) or as otherwise directed.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to 1188004 Ontario Inc. or as otherwise directed at the consideration shown in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

**PASSED** in open Council this 10<sup>th</sup> day of October, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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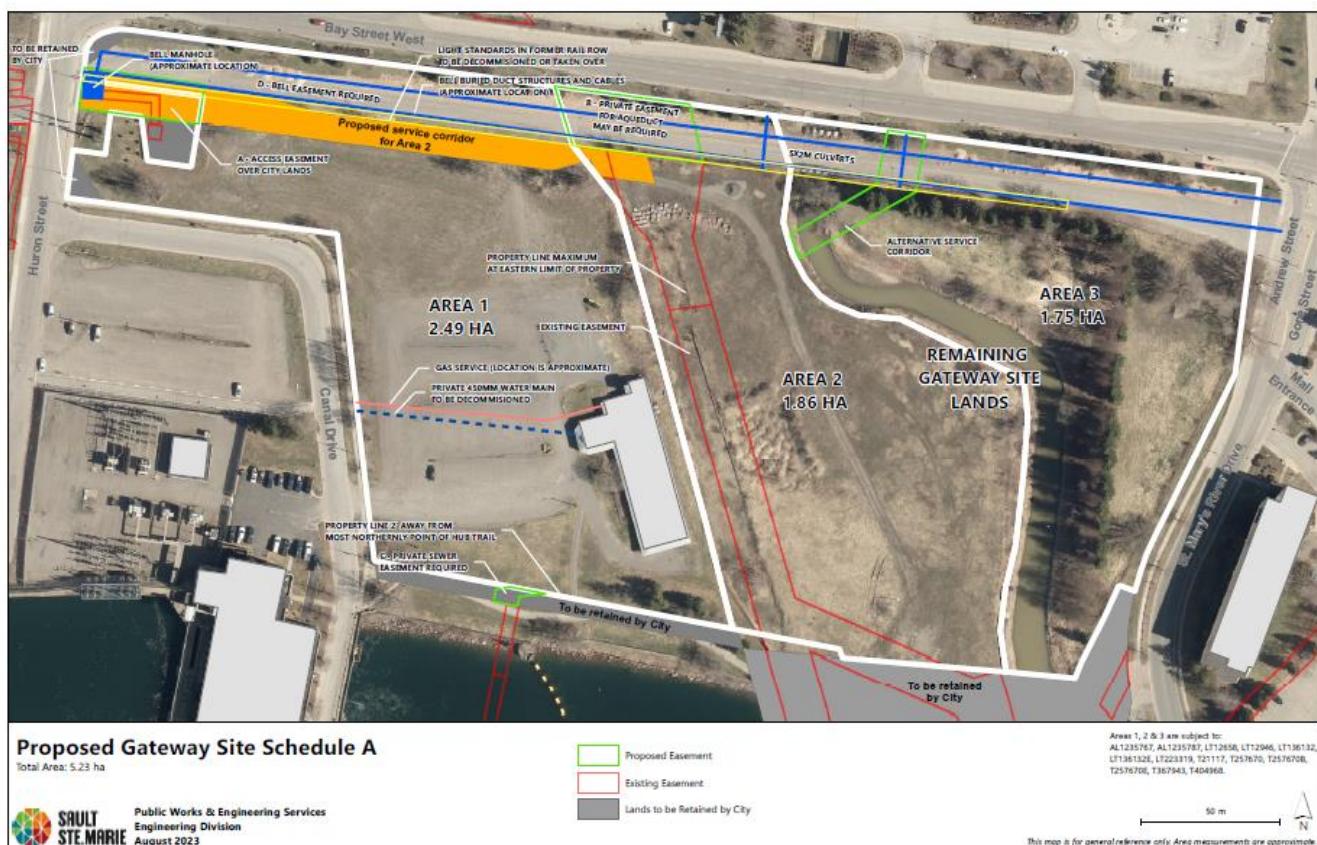
**CITY CLERK – RACHEL TYCZINSKI**

## SCHEDULE "A" TO BY-LAW 2023-163

PURCHASER: 1188004 Ontario Inc.

LEGAL DESCRIPTION: Part PIN 31577-0024, Part of PIN 31577-0044 and Part of PIN 31577-0019 being a total of 2.49 hectares, shown as Area 1 below

CONSIDERATION: TWO HUNDRED THOUSAND (\$200,000) DOLLARS



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-164**

**AGREEMENT:** A by-law to authorize the execution of the additional Donation Agreement between the City and The Kiwanis Club of Lakeshore Foundation to support the purchase of playground equipment and/or park amenities at Rosedale Park.

**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 additional Donation Agreement dated October 10, 2023, between the City and The Kiwanis Club of Lakeshore Foundation, a copy of which is attached as Schedule "A" hereto. This additional Donation Agreement is to support the purchase of playground equipment and/or park amenities at Rosedale Park.

**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 10<sup>th</sup> day of October, 2023.

---

**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**DONATION AGREEMENT**

This Donation Agreement made this 25<sup>TH</sup> day of September 2023

**BETWEEN:**

**KIWANIS CLUB OF LAKESHORE FOUNDATION**

(hereinafter referred to as "Kiwanis")

- and -

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

(hereinafter referred to as the "City")

**"WHEREAS** the City is the registered owner of parkland in the City of Sault Ste. Marie known as Rosedale Park, which includes a portion of property legally described as LT 293-312, 315-350 PL 20146 ST. MARY'S; LANE PL 20146 ST. MARY'S ABUTTING ELY LIMIT OF LT 333 TO 352 PL 20146: LANE PL 20146 ST. MARY'S ABUTTING ELY LIMIT OF LT 293 TO 312 PL 20146; CALEDON ST PL 20146 ST. MARY'S LYING BTN CHAPPLE AV PL 20146 & MARWAYNE ST PL 20146; SAULT STE. MARIE, ON hereinafter referred to as "Rosedale Park";

**AND WHEREAS** the City is adding new playground equipment and amenities to a portion of Rosedale Park which will be located at the location of the existing playground equipment;

**AND WHEREAS** Kiwanis has agreed to assist the City in the acquisition of playground equipment and amenities by donating funds to the City for that purpose.

**AND WHEREAS** Kiwanis has agreed to assist the City with supporting the creation of a basketball court.

**NOW THEREFORE** the parties hereto agree as follows:

**1. DONATION**

Kiwanis agrees to donate further funds in the amount of eighteen thousand, five hundred (\$18,500) Dollars to the City for the exclusive purpose of creating the basketball court for Rosedale Park.

The City acknowledges having received the said funds as referred to in Section 1 of this agreement from Kiwanis and will use the funds to support the creation of the basketball court.

**2. USE OF DONATION FUNDS**

The City covenants and agrees that the donation of funds provided to it by Kiwanis shall be used solely towards the cost of the basketball court creation, equipment and amenities at Rosedale Park and for no other purpose.

**3. INSTALLATION & MAINTENANCE**

The City acknowledges and agrees that the creation and maintenance of the basketball court and amenities shall be the sole responsibility of the City.

The City shall indemnify and save harmless Kiwanis however caused, or costs incurred from defending action arising out of the installation, maintenance or the use of the basketball court and amenities by any person or persons who may take claim against Kiwanis.

The parties hereto acknowledge and agree that if at any point in the future the basketball court and/or amenities becomes unfit for use, the City may remove and/or replace it at its sole discretion and expense.

**4. DEFAULT**

- (1) In the event that the City breaches any provision of this Donation Agreement, the Kiwanis shall notify the City in writing of the nature of said breach, and the City shall be given thirty (30) days to remedy the violation. If the City has not remedied the violation to the satisfaction of the Kiwanis at the expiration of thirty (30) days from such notification, Kiwanis may:
- (a) Waive the breach;
  - (b) Make any other mutually agreeable arrangement with the City; or
  - (c) Terminate this Donation Agreement and provide the City with written notice of same.

**IN WITNESS WHEREOF** the parties hereto have affixed their hands and seals this 10th day of October 2023.

KIWANIS CLUB OF LAKESHORE FOUNDATION

Per:   
PRESIDENT - Anthony Orazietti

Per:   
SECRETARY - W. Lawrence Whalen

THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE

Per: \_\_\_\_\_  
MAYOR – MATTHEW SHOEMAKER

Per: \_\_\_\_\_  
CITY CLERK – RACHEL TYCZINSKI

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-165**

**AGREEMENT:** A by-law to authorize the execution of the Extension Agreement between the City and Intact Public Entities Inc. to extend the General Insurance Services Renewal Agreement for an additional year.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Extension Agreement dated October 10, 2023 between the City and Intact Public Entities Inc., a copy of which is attached as Schedule "A" hereto. This Extension Agreement is to extend the General Insurance Services Renewal Agreement for an additional year.

**2. SCHEDULE "A"**

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

**3. EFFECTIVE DATE**

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

**PASSED** in open Council this 10<sup>th</sup> day of October, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**GENERAL INSURANCE SERVICES EXTENSION AGREEMENT**

**THIS EXTENSION** made this 10<sup>th</sup> day of October, 2023.

**BETWEEN:**

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

**Hereinafter referred to as "the City"**

**-and-**

**INTACT PUBLIC ENTITIES INC.**

**Hereinafter referred to as "IPE"**

**WHEREAS** the City and IPE entered into a General Insurance Services Agreement ("Original Agreement") for General Insurance Services, a copy of which is appended as Schedule "A" to this Agreement;

**AND WHEREAS** the term of the Original Agreement was for a period of three (3) years commencing February 28, 2021 and ending February 28, 2024, with the City reserving the right to extend the Original Agreement on a yearly basis upon mutual agreement of the parties hereto;

**AND WHEREAS** the parties desire to renew the Original Agreement subject to the terms and conditions set out herein;

**NOW THEREFORE** the Parties hereto agree as follows:

1. The Parties hereby agree to extend the Term of the General Insurance Services Agreement for an additional year, commencing February 28, 2024 and ending February 28, 2025 ("Renewal Term").
2. The Parties agree that the terms and conditions of the Original Agreement shall apply herein except Section 11 of the Original Agreement. Specifically, Section 11 of the Original Agreement should be deleted and replaced with the following:

## **"11. MUNICIPALITY AND PROVIDERS' CONTACT PERSONS**

The following contact persons and addresses shall be used by all Parties for all matters in this Agreement that require the Parties to send documentation to a Party, or to contact a Party:

The Corporation of the City of Sault Ste. Marie  
Shelley Olar, Risk Manager  
99 Foster Drive  
Sault Ste. Marie, Ontario P6A 5X6  
Telephone: (705) 759-5400  
Email: [s.olar@cityssm.on.ca](mailto:s.olar@cityssm.on.ca)

Intact Public Entities  
Jeff Coleman, VP Distribution, Municipal & Public Administration  
278 Pinebush Road, Suite 200  
Cambridge ON N1T 1Z6  
Telephone: 1-800-265-4000  
Email: [Jeff.Coleman@intactpublicentities.ca](mailto:Jeff.Coleman@intactpublicentities.ca)

3. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

**IN WITNESS WHEREOF** the Parties hereto have signed and sealed this extension of the Original Agreement by their proper signing officers as of the date first above written.

**INTACT PUBLIC ENTITIES INC.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_

*I have authority to bind the Corporation*

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

Per: \_\_\_\_\_  
MAYOR MATTHEW SHOEMAKER

Per: \_\_\_\_\_  
CITY CLERK – RACHEL TYCZINSKI

*We have authority to bind the Corporation*

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-166**

**FINANCING:** A by-law to amend By-law 2022-184 (being a by-law to authorize the temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2023).

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

**1. BY-LAW 2022-184 AMENDED**

By-law 2002-184 is hereby amended by:

Deleting “2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be Royal Bank of Canada and such other lender(s) as may be determined from time to time by by-law of council.”; and

Inserting “2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be The Bank of Nova Scotia and such other lender(s) as may be determined from time to time by by-law of Council.”

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 10<sup>th</sup> day of October, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-167**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and His Majesty the King in Right of Ontario as represented by the Minister of Transportation for the Connecting Links Program to provide funding for the resurfacing of Carmen's Way from Queen Street to Second Line.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 10, 2023 between the City and His Majesty the King in Right of Ontario as represented by the Minister of Transportation, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Connecting Links Program to provide funding for the resurfacing of Carmen's Way from Queen Street to Second Line.

**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 10<sup>th</sup> day of October, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

Connecting Links Program Intake 8 - 2023-24

Municipality Name: City of Sault Ste Marie

**CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT**

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO**  
as represented by the Minister of Transportation

("Ontario")

– and –

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

(the "Recipient")

**WHEREAS** the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

**AND WHEREAS** subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the "Act") states that the Minister of Transportation may designate a Highway or part of a Highway as a Connecting Link between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the Highway;

**AND WHEREAS** subsection 21(2) of the Act states that every such Highway remains under the jurisdiction and control of the road authority;

**AND WHEREAS** subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25 as amended from time to time, states that a municipality that has jurisdiction over the Highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the Highway or bridge;

**AND WHEREAS** the Highway named in Schedule "A" to this Agreement is a Highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

**AND WHEREAS** subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any Highway or Bridge;

**AND WHEREAS** subsection 116(2) of the Act states that any such agreement may provide that a

proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

**AND WHEREAS** the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

**AND WHEREAS** the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

**NOW THEREFORE**, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby agree as follows:

## **SECTION 1** **Interpretation**

**1.1 Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings described below.

**"Act"** means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

**"Accommodation"** refers to measures that are responsive to potential adverse impacts on established or credibly asserted Aboriginal or Treaty rights.

**"Adjust the Funds"** means Ontario's right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

**"Agreement"** means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

**"Arm's Length"** has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

**"Auditor General"** means the Auditor General of Ontario.

**"BPSAA"** means the *Broader Public Sector Accountability Act*, 2010, S.O. 2010, c.25 (Ontario).

**"Bridge"** means a public bridge, and includes a bridge forming part of a Highway or on, over, under or across which a Highway passes.

**"Business Day"** means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

**"Communications Protocol"** means the protocol set out under Schedule "F" of this Agreement.

**"Conflict of Interest"** includes any and all circumstances where the Recipient or 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 or this Agreement.

**"Connecting Link"** means the Highway named in Schedule "A" to this Agreement that is a Highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King's Highway by the Minister pursuant to subsection 21(1) of the Act.

**"Connecting Links Program"** means the program administrated by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

**"Connecting Links Program Guide"** means the Ministry's document, entitled "Ministry of Transportation Connecting Links Program 2023-24 Guide," as referred in Schedule "H" of this Agreement, as amended from time to time by the Ministry, that describes the Ministry's Connecting Link Program.

**"Contractor"** means any third-party contractor that the Recipient retains to undertake any part of the Work related to the construction of the Project.

**"Consultant"** means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the Work related to the Project.

**"Contract"** means a contract between the Recipient and a third party at Arm's Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

**"Crown Agency"** means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

**"Delegation Letter"** means a letter from Ontario to the Recipient where Ontario formally delegates the procedural aspects of consultation to the Recipient and identifies the Indigenous Communities to which the Duty to Consult is owed.

**"Duty to Consult"** means the Crown's legal obligation to consult and, where, appropriate, accommodate Indigenous communities when contemplating conduct that might adversely impact established or credibly asserted Aboriginal or Treaty rights, pursuant to s. 35 of the Constitution Act, 1982.

**"Effective Date"** means the date set out at Part B.1 of Schedule "B" of this Agreement.

**"Eligible Costs"** means the costs described in Part D.1 of Schedule "D" of this Agreement.

**"End of Funds Date"** means the date set out in Part C.3 of Schedule "C" of this Agreement.

**"Event of Default"** has the meaning given to it in section 15 of this Agreement.

**"Expiration Date"** means the date set out in Part B.4 of Schedule "B" of this Agreement.

**"FIPPA"** means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 (Ontario).

**"Fiscal Year"** means the period beginning April 1<sup>st</sup> in any year and ending on March 31<sup>st</sup> of the following year.

**"Funds"** means the total amount of funding Ontario is providing in Canadian currency to the

Recipient under this Agreement, subject to the terms and conditions of this Agreement.

**"Highway"** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

**"Indemnified Party"** means His Majesty the King in Right of Ontario, His Ministers, directors, officers, agents, appointees, servants and employees.

**"Ineligible Costs"** means the costs described under Part D.2 of Schedule "D" of this Agreement.

**"Indigenous Community"** means First Nation, or Métis communities as specified in the Delegation Letter.

**"King's Highway"** means a Highway designated as a King's Highway by the Lieutenant Governor in Council pursuant to the Act.

**"Maximum Funds"** means the amount set out under Part C.1 of Schedule "C" of this Agreement.

**"Minister"** means the Minister of Transportation.

**"Ministry"** means the Ministry of Transportation and any employees employed therewith.

**"Ontario"** means His Majesty the King in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

**"Parties"** means Ontario and the Recipient.

**"Party"** means either Ontario or the Recipient, as the case may be.

**"Person"** if the context allows, includes any individuals, firms, partnerships or corporations or any combination thereof.

**"Project"** means the Work to be performed for the project described in Schedule "A" of this Agreement.

**"Project Completion Date"** means the date set out in Part B.3 of Schedule "B" of this Agreement.

**"PSSDA"** means the *Public Sector Salary Disclosure Act, 1996*, S.O. 1996, c. 1, Sched. A (Ontario).

**"Reports"** means the reports set out in section 13 of this Agreement and set out in Schedule "G" of this Agreement.

**"Requirements of Law"** means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

**"Substantial Completion"** has the same meaning as "substantially performed", as defined under section 2(1) of the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario).

**"Term"** means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

**"Work"** includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

**1.2 Reference To Statute Or Regulation.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

**1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and vice versa in each case as the context may permit or require.

**1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.

**1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.

**1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

## SECTION 2 The Agreement

**2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

### Schedule

- "A" Project Description
- "B" Operational Requirements Under The Agreement
- "C" Financial Information For The Project
- "D" Eligible And Ineligible Costs
- "E" Indigenous Consultation Requirements
- "F" Communications Protocol

"G" Reporting Requirements

"H" Ministry of Transportation (MTO) Connecting Links Program 2023-24 Guide

**2.2 Conflict.** In the event of a conflict between:

- (a) any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
  - (i) This document; and
  - (ii) The Schedules attached to this document.
- (b) Schedule "H" and any other of the Schedules that form part of this Agreement, Schedules "A" to "G" shall take precedent over Schedule "H".

**2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

### SECTION 3 General Roles And Responsibilities of the Parties Under the Agreement

**3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule "C" of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.

**3.2 Ontario's Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario's role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

**3.4 Funds Limited To Specific Project.** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule "A" of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule "A" of this Agreement, without first obtaining Ontario's prior written consent.

**3.5 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal

or arbitrator.

**3.6 Project Completion.** The Project shall be Substantially Completed by the Project Completion Date.

**3.7 Project Financing.** The Recipient acknowledges and agrees that:

- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project, in the event that its original financing situation should change;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project.

**3.8 Asset Retention.** The Recipient shall comply with Part B.6 of Schedule "B" of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

**3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.

**3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement.

**3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

## SECTION 4 Funds

**4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.

**4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.

**4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any

interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. If the Recipient earns any interest on the Funds provided to the Recipient:

- (a) Ontario may deduct an amount equal to the interest from any further instalment of Funds; or
- (b) The Recipient shall pay an amount equal to the interest to Ontario as directed by Ontario.

**4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.

**4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.

**4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.

**4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

**4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:

- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
- (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

**4.9 Insufficient Funds Provided By Legislature.** If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

**4.10 Ontario May Adjust The Funds.** Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

**4.11 Funds Are Part Of Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or

economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

## **SECTION 5** **Payment Under Agreement**

**5.1 Eligibility Of Costs Or Expenses.** In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after April 1, 2023 and prior to the Project Completion Date.

**5.2 Payment Of Funds.** Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule "C" of this Agreement.

**5.3 Conditions Precedent For Payment Of Funds.** Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any Duty to Consult requirements set out under this Agreement or in a Delegation Letter.

**5.4 Withholding Payment Of Funds.** Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with His Majesty the King in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
  - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
  - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance

with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and

- (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

## SECTION 6

### **Recipient's Representations, Warranties, Covenants, Acknowledgements And Agreements**

**6.1 Recipient's Representations, Warranties And Covenants.** The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

**6.2 Additional Covenants.** The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

**6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request.** The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

**6.4 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 section 13; 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.

## SECTION 7 Conflict of Interest and Confidentiality

**7.1 No Conflicts Of Interest.** The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

**7.2 Disclosure Of Conflict Of Interest Situations.** The Recipient shall:

- (a) Disclose to Ontario, 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 Ontario may impose as a result of the disclosure.

**7.3 Ontario Bound By FIPPA.** The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

## SECTION 8 Insurance

**8.1 Recipient Shall Have Insurance.** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party

bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule "B" of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured 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;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

**8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy.** The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario) and for any and all liability for damages to property and injury to Persons, including death, that may be brought against Ontario as a result of this Agreement.

## SECTION 9

### Limitation of Liability and Indemnification

**9.1 Exclusion Of Liability.** In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

**9.2 Recipient To Indemnify Ontario.** The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario), and for any and all liability for damages to property and injury to Persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

**9.3 Further Indemnification Of Ontario.** The Recipient further agrees to indemnify and hold

harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

**9.4 Further Indemnification Requirements.** The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

**9.5 Recipient To Require Third Parties To Indemnify Ontario.** The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario), and for any and all liability for damages to property and injury to Persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or

- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

#### **9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.**

The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

## **SECTION 10**

### **Acquisition of Goods and Services**

**10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.

**10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.

**10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies

purchased.

**10.4 BPSAA.** For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

**10.5 Contracts.** The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

**10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible.** If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

**10.7 Recipient To Keep Records Of Contracts.** The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

**10.8 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements.

## SECTION 11 Indigenous Consultation

**11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations.** The Recipient hereby acknowledges and agrees that the provision of Funds under Milestones #2 and #3 of the Milestone Payment Schedule found under section C.4.1 of this Agreement, is strictly conditional upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion.

**11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Indigenous Communities.** By entering into this Agreement, the Recipient agrees Ontario may delegate the procedural aspects of any consultation obligations Ontario may have in relation to the provision of Funds to the Recipient as set out in the Delegation Letter and Schedule "E" of this Agreement. The Recipient, by signing this Agreement, accepts any delegation made by Ontario by a Delegation Letter and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the provision of Funds.

**11.3 Recipient's Obligations In Relation To Consultations.** The Recipient shall:

- (a) Be responsible for consulting with any Indigenous Community identified by Ontario as being owed the Duty to Consult on behalf of Ontario in accordance with the Delegation Letter and Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Indigenous Community with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Agreement; and
- (c) Provide a detailed description of the Recipient's consultation with any Indigenous community as set out under Schedule "G" of this Agreement.

**11.4 No Acknowledgment Of Duty To Consult Obligations.** Nothing in this Agreement shall be construed as an admission, acknowledgment, agreement or concession by Ontario, that Ontario has a Duty to Consult in relation to the provision of Funds, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of the Duty to Consult, nor that a particular aspect of consultation referred to in section 11.2 hereof is an aspect of the Duty to Consult that could not have been delegated to the Recipient.

### **SECTION 11.1.0 limitation of liability – duty to consult**

**11.1.1 Funds not indicator of a Discharge of Duty to Consult.** The Parties agree the provision of Funds by Ontario shall not be construed as an indication of the satisfaction by, and shall not relieve, the Recipient of any obligation it may have to undertake engagement, consultation and/or accommodation with Indigenous Communities in relation to the Project.

**11.1.2 Limitation of Liability for Ontario.** The Recipient agrees that Ontario shall not be liable to the Recipient for, and the Recipient hereby releases Ontario in respect of, any injury, loss, expense, delay or costs incurred or suffered by the Recipient as a result of any direct or indirect acts or omissions by any Person or party, including, without limitation, any acts or omissions of Ontario or those for whom it is responsible at law, that disrupts, stops or otherwise interferes with the Recipient's ability to perform its obligations pursuant to the Agreement.

**11.1.3** The foregoing limitation of liability and release extends to any disruption, stoppage or other interference arising out of any legal action, court order, directive, settlement, roadblock, strike, labour action, or any other occurrence. This section 11.1.3 and section 11.1.2 may be pleaded as an estoppel in any court of law by Ontario.

### **SECTION 12 Communications**

**12.1 Recipient To Follow Communications Protocol.** The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

### **SECTION 13 Reports**

**13.1 Reports.** The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

**13.2 Additional Reports Upon Request.** The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

**13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

## **SECTION 14** **Records, Inspection, Audits and the Provision of Information**

**14.1 Recipient's Obligations Under Agreement.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

**14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

**14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

**14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or Contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

**14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of

receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

## SECTION 15 Default and Termination

- 15.1 Events Of Default.** Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
  - (i) The Recipient has provided false or misleading information to Ontario;
  - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
  - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
  - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project;
  - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened; or,
  - (vi) the Recipient brings an action or seeks compensation from Ontario in respect of any matter to which the release and limitation of liability described in section 11.1.0 of this Agreement.

- 15.2 Remedies On Default.** Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

- 15.3 Additional Remedies.** In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law,

equity or under statute.

- 15.4 Waiver Of Event Of Default Must Be In Writing.** Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.
- 15.5 Ontario's Discretion To Terminate Agreement.** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.
- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

## **SECTION 16** **General Provisions**

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party Contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall ensure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a Person who indicates in writing that he or she has specific authority to provide such a waiver.

- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other Person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 Amendment.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:

- (a) Any Person hired by the Recipient to speak or correspond with any employee or other Person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*, S.O. 1998, c. 27, Sched.;
- (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

**16.16 Debt Owing To His Majesty The King In Right Of Ontario.** Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to His Majesty the King in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

**16.17 His Majesty the King In Right Of Ontario May Charge Interest.** His Majesty the King in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**16.18 Set-Off By Ontario.** In the event that the Recipient is indebted to His Majesty the King in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by His Majesty the King in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act*, R.S.O. 1990, c. F.12 (Ontario) or the *Financial Administration Act*, R.S.C., 1985, c. F-11 (Canada).

**16.19 Notice And Service Of Documents Under Agreement.** Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule "B" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

**16.20 Governing Law.** This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.

**16.21 *Agreement Executed In Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

**16.22 *Entire Agreement.*** This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

**16.23 *Survival.*** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 10.7, 16.4, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule "B" of this Agreement and Schedules "E" and "F"; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO,**  
as represented by the Minister of Transportation

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Name:  
Title: Minister

---

Date

I have the authority to bind the Crown.

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

---

Name:  
Title: Mayor Matthew Shoemaker

---

Date

AFFIX CORPORATE  
SEAL

---

Name:  
Title: Chief Administrative Officer (CAO) / or Clerk  
City Clerk-Rachel Tyczinski

---

Date

I/We have the authority to bind the Recipient.

**SCHEDULE "A"****Project Description**

**Application Project Name:** Carmen's Way Resurfacing - Queen Street to Second Line

**Approved Project Name:** Resurfacing of Carmen's Way from Queen Street to Second Line

**Project Description:** Resurfacing of Carmen's Way commencing at Queen Street West and proceeding to Second Line East.

**Project Description Details (from Application):**

The project involves resurfacing of Carmen's Way commencing at Queen Street West and proceeding to Second Line East. There are six (6) intersections included within the limits: Albert, Cathcart, Wellington, Conmee, John and White Oak. There are two box culvert water crossings of the Fort Creek within the limits.

The scope of the work includes a complete new asphalt surface within the limits of the project and spot repair of any deteriorated curb and gutter sections. No subsurface work is proposed, although some rehabilitation of roadside catchbasins and/or manholes will be completed if necessary. Private property accesses and the road intersection approaches will be rehabilitated as required within the road right-of-way limits.

The Huron Central Railway crosses Carmen's Way just north of Cathcart and Algoma Central Railway Inc. has rail spur crossing just north of Conmee Avenue. Final design will determine what pavement recycling methods and asphalt mixes will be employed. The surface course asphalt will be new material, followed by permanent lane line markings.

**SCHEDULE "B"**  
**Operational Requirements Under The Agreement**

**Part B.1 – Effective Date Of Agreement**

**B.1.1 *Effective Date Of Agreement.*** The Effective Date of this Agreement is the date in which the Province signs the Agreement.

**Part B.2 – Insurance Requirements**

**B.2.1 *Insurance Requirements.*** The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

**Part B.3 – Project Completion Date**

**B.3.1 *Project Completion Date.*** The Project shall be completed no later than 12/31/2023. For clarity this means Substantial Completion must have occurred and the project construction Work must have been completed.

**Part B.4 – Expiration Date**

**B.4.1 *Expiration Date Of Agreement.*** Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2024.

**Part B.5 – Notice and Contact**

**B.5.1 *Notice And Contact Information.*** Notices under this Agreement shall be sent in accordance to the following:

To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4	To Recipient: Corporation Of The City Of Sault Ste Marie 99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6
Attention: Program Coordinator, Connecting Links Program Telephone: 289-241-8354 Fax: 905-704-2777 Email: CLProgram@ontario.ca	Attention: Carl Rumiell, Director of Engineering Telephone: 705-759-5379 Fax: Email: c.rumiell@cityssm.on.ca

Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

## **Part B.6 – Asset Retention Period**

### ***B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement.***

The Recipient shall notify Ontario in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

### ***B.6.2 Asset Retention Period.*** The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**SCHEDULE "C"**  
**Financial Information For The Project**

### **Part C.1 – Maximum Funds**

**C.1.1 Ontario's Maximum Funds Under Agreement.** Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to Three Million Dollars (\$3,000,000) in Funds for Eligible Costs for the Project. The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

**Project's Estimated Total Net Eligible Costs: \$3,500,045.00 (Original budget from application)**

#### **Percentage of Provincial Support**

The Percentage of Provincial Support is fixed at Eighty-Six Percent (86%) for the Term of the Agreement.

This percentage is based on the maximum funds payable under agreement expressed as a percentage of the estimated total net eligible costs identified by the recipient in the original project application.

Note that the subsidy payable *rate* remains at 90% of the total net eligible project costs incurred by the recipient, up to the maximum funds under agreement identified above.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Estimated Total Net Eligible Costs as provided above.

**"Total Net Eligible Costs"** means all direct costs that are, in Ontario's sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2023 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule "B", less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

### **Part C.2 – Holdback**

**C.2.1 Holdback.** Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient's Final Report, upon which Ontario shall pay the holdback to the Recipient.

### **Part C.3 – End of Funds Date**

**C.3.1 End of Funds Date.** Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2024.

### **Part C.4 – Payment Of Funds**

**C.4.1 Payment Of Funds.** Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

### **MILESTONE PAYMENT SCHEDULE**

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
<b>Milestone 1:</b> Upon receipt and acceptance by MTO of first Contract Award Report to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	<b>Contract Award Report</b>  Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2023.
<b>Milestone 2:</b> Upon receipt and acceptance by MTO of the Substantial Completion Report and upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion.	An amount up to eighty-five percent (85%) of either  (i) The Maximum Funds, less the amount paid at Milestone 1; <b>or</b>  (ii) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.	<b>Substantial Completion Report</b>  Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 <sup>st</sup> of the Fiscal Year of Project Completion).
<b>Milestone 3:</b> Upon receipt and acceptance by MTO of the Final Report and upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion.	Using the same method of calculation as in Milestone 2,  (i) The balance of the Funds, if any, to the limit of the Maximum Funds, <b>or</b>  (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	<b>Final Report</b>  Within sixty (60) Business Days of the Project Completion or no later than March 8 of the Fiscal Year of Project Completion.

#### **Part C.5 – Limit On Ontario's Contribution Under Agreement**

**C.5.1 Limit On Provincial Contribution Under Agreement.** Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

**SCHEDULE "D"**  
**Eligible And Ineligible Costs**

**Part D.1 – Eligible Costs**

**D.1.1 Eligible Costs.** Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule "D" of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario's sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (d) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (e) The costs for consulting with an Indigenous Community, including the Recipient's legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Indigenous Community, but does not include any capacity funding unless specifically approved by Ontario in writing prior to being incurred;
- (f) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (g) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule "F" of this Agreement; and
- (h) Other costs that are, in Ontario's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

**Part D.2 – Ineligible Costs**

**D.2.1 Ineligible Costs.** The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to April 1, 2023 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
  - (i) Land,
  - (ii) Buildings,
  - (iii) Equipment,

- (iv) Other facilities, and
- (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Indigenous Communities (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind; Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants;
- (g) Costs associated with completing applications for the Connecting Links Program; and
- (h) Any costs of Accommodation for any Indigenous Community unless specifically approved by Ontario in writing prior to being incurred.

**D.2.2 Harmonized Sales Tax.** Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

**D.2.3 Costs Of Non-Arm's Length Parties.** The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

**SCHEDULE "E"**  
**Aboriginal Consultation Requirements**

**Part E.1 – Purpose**

**E.1.1 Purpose.** This Schedule sets out the responsibilities of the Recipient in relation to consultation with Indigenous Communities on the provision of Funds, and to delegate procedural aspects of consultation from Ontario to the Recipient.

**Part E.2 – Responsibilities of the Recipient**

**E.2.1 Recipient's Responsibilities.** If the Recipient is delegated the procedural aspects of the Duty to Consult through a Delegation Letter, the Recipient is responsible for:

- (a) Giving notice to the Indigenous Communities regarding the Project as identified in the Delegation Letter, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Indigenous Communities regarding the Project and advising of the details of the same;
- (c) Informing the Indigenous Communities of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (d) Making all reasonable efforts to build a positive relationship with the Indigenous Communities in relation to the Project;
- (e) If appropriate, providing reasonable financial assistance to Indigenous Communities to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (f) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Indigenous Communities, maintaining summary documentation showing the issues raised by the Indigenous Communities and any responses the Recipient has provided;
- (g) Where an Indigenous Community asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (h) Where appropriate, discussing with the Indigenous Communities potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Indigenous Communities that relate to potential accommodation or mitigation of potential impacts;
- (i) Consulting regularly with Ontario during all discussions with Indigenous Communities regarding accommodation measures, if applicable, and presenting to

Ontario the results of such discussions prior to implementing any applicable accommodation measures;

- (j) Complying with any other responsibilities set out in the Delegation Letter.

**E.2.2 Recipient Shall Keep Records And Share Information.** The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Indigenous Communities in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Indigenous Community in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Indigenous Communities regarding the Project and provide copies to Ontario of any documentation received from Indigenous Communities;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Indigenous Communities, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Indigenous Community propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

**E.2.3 Recipient Shall Assist Ontario.** The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Indigenous Communities in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of the Duty to Consult by Ontario, to the relevant regulatory or judicial decision-makers.

**E.2.4 Indigenous Consultation Plan.** Based on the scope and nature of the Project, Ontario may require the Recipient, in consultation with Ontario, to develop and comply with an Indigenous consultation plan ("Indigenous Consultation Plan"). If Ontario provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide Ontario with a copy of the Indigenous Consultation Plan.

**E.2.5 Changes to the Plan.** The Recipient agrees that Ontario, in its sole discretion and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.

**E.2.6 Indigenous Consultation Records.** If consultation with Indigenous Communities is required, the Recipient will maintain an Indigenous consultation record and provide such record to the Ontario, and any update to it, as part of its reporting to Ontario under this Agreement.

### Part E.3 – General

**E.3.1 No Substitution.** This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Indigenous consultation or the Duty to Consult that may be imposed by a ministry, board, Crown Agency, or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements.

### Part E.4 – Notice and Contact

**E.4.1 Notices In Relation To Schedule.** All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the Person identified under Part B.5 of Schedule B.

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**SCHEDULE "F"  
Communications Protocol**

## **Part F.1 – Introduction**

**F.1.1 Purpose of Communications Protocol.** This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

**F.1.2 Application of Communications Protocol.** This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

## **Part F.2 – Project Signage**

**F.2.1 Project Signage:** The Recipient shall, at Ontario's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

**F.2.2 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

**F.2.3 Installation of Signage.** The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

## **Part F.3 – Media Events**

**F.3.1 Requesting Media Events.** The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

**F.3.2 Approval Of Communications.** All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

**F.3.3 Media Events.** Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

## **Part F.4 – Printed Materials, Website, Photo Compilations, Award Programs And Awareness Campaigns**

**F.4.1 Messaging About Project.** With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

## **Part F.5 – Issues Management**

**F.5.1 Sharing Information.** The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

## **Part F.6 – Communicating Success Stories**

**F.6.1 Communicating About Project.** The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

**F.6.2 Ontario's Right To Publicize Information About Project.** The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

## **Part F.7 - Disclaimer**

**F.7.1 Disclaimer.** If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

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**SCHEDULE "G"**  
**Reporting Requirements**

**Part G.1 – Reports Requirements**

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	<b>Name of Report and Details Required</b>	<b>Due Date</b>
1.	<b>Contract Award Report</b> - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the Project.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2023.
2.	<b>Revised Budget Report</b> must be based on tenders awarded to complete the Project including: (i) first contract for Project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule "G" of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	<b>Progress Report</b> - The Recipient shall use the form set out in Part G.3 of Schedule "G" of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4.	<b>Substantial Completion Report</b> – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule "G" of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 <sup>st</sup> of the Fiscal Year of Project Completion).
5.	<b>Final Report</b> - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule "G" of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the Fiscal Year of Project Completion.
6.	<b>Other Reports or information</b> as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

**SCHEDULE "G" Continued****Part G.2 – Revised Budget Report****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to Ontario within 15 days of award of tender.

<b>Recipient</b>	
<b>Municipality Name</b>	
<b>Project Name</b>	

**REVISED PROJECT COSTS**

	<b>ORIGINAL BUDGET (From Application)</b>	<b>REVISED BUDGET</b>	<b>VARIANCE</b>
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
<b>Total</b>			
<b>Less Any Actual or Potential HST Rebates</b>			
<b>REVISED TOTAL NET ELIGIBLE COSTS</b>			

**VARIANCE EXPLANATION**

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

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**PROJECT CERTIFICATION**

As the payment certifier or chief financial officer for my municipality [Full below]

\_\_\_\_\_, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Phone Number:</b>	
<b>Date:</b>	

## SCHEDULE "G" Continued

### Part G.3 – Progress Report

#### PROGRESS REPORT

For projects which will be completed in one year, a progress report is due on or before July 15 of the fiscal year (April 1<sup>st</sup> to March 31<sup>st</sup>) to which this agreement applies. For projects which require two or three years to complete, this report is due twice a year on or before January 15 and July 15 each year for the term of the agreement. *Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Recipient Municipality Name	
Project Name	

#### Key Dates:

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
<b>TOTAL NET ELIGIBLE COSTS to Date</b>		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

Please provide information in format below and attach to this report.			
Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

## SCHEDULE "G" Continued

<b>Other Progress to date</b> <i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
<b>Variance from original approved Project (if any)</b> <i>If so, explain why and by when?</i>

**Attestation by Authorized Official:**

I, \_\_\_\_\_ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## SCHEDULE "G" Continued

### Part G.4 – Substantial Completion

#### SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

Recipient Municipality Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_

In the matter of the Agreement entered into between, His Majesty the King in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on \_\_\_\_\_, 20\_\_\_\_ (date) I, \_\_\_\_\_ a \_\_\_\_\_ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the \_\_\_\_\_ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the Work identified for the Project (above) funded through the above-mentioned Agreement \_\_\_\_\_ (has / has not) been Substantially Completed as described in Schedule C, dated \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.
3. That the value (dollar amount) of substantially completed Work on the Project, by \_\_\_\_\_ 20\_\_\_\_ (date) is \_\_\_\_\_ (dollars).
4. That the Work
  - a. was carried out by \_\_\_\_\_ (the prime contractor), between \_\_\_\_\_ (start date) and \_\_\_\_\_ (completion date);
  - b. was supervised and inspected by qualified staff;
  - c. conforms with the plans, specifications and other documentation for the Work; and
  - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

**AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.**

Declared before me at the \_\_\_\_\_  
Of \_\_\_\_\_  
in the \_\_\_\_\_  
of \_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_ A.D. 20\_\_\_\_\_

\_\_\_\_\_ (Deponent)

\_\_\_\_\_  
**A Commissioner etc.**

*This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace*

## SCHEDULE "G" continued

### Part G.5 – Final Report

#### FINAL REPORT

*Final Reports are to be completed and submitted to Ontario within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion. Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

*Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule "D".*

Municipality Name:
Project Name:

#### Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

#### Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

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**SCHEDULE "G" continued**

**Section 2. Financial Information**

Budget Item	Budgeted Cost	Actual Cost
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
<b>TOTAL NET ELIGIBLE COST</b>	<b>\$</b>	<b>\$</b>
Total Interest Earned on Funds		\$

*For all invoices attached, please provide information in format below and attach to this report.*

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
<b>TOTAL</b>								\$	

## SCHEDULE "G" continued

### Section 3. Project Outcomes and Benefits

#### 1. What were the objectives of your Project? (Select any that apply)

- Address safety related issues
- Extend service life
- Improve pavement condition
- Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- Other (describe below)

#### 2. Describe how the Work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.*

#### 3. Describe any economic or other benefits of the project for your community. *If required, you may attach information on separate page and attach to this report.*

#### 4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.

- Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publically posted by: [Month] [Year]

	20
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## SCHEDULE "G" continued

### Section 4. Aboriginal Duty to Consult

Please provide particulars as to how the requirements have been met under Section 11 and Schedule "E" of the Agreement.

Please indicate:

#### Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

Yes  No

If you responded "Yes" to the above, please complete the following:

#### Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

Yes  No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.

Yes  No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups

Yes  No

## **Section 5. Confidentiality, Certification and Signature**

### **Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

### **Certification**

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

<i>Name of Authorized Official:</i>	
<i>TITLE:</i>	
<i>Date:</i>	

## **SCHEDULE "H"**

### **Ministry of Transportation (MTO) Connecting Links Program 2023-24 Guide**

#### **Part H.1 – Connecting Links Program Guide**

**H.1.1 Reference.** Refer to the Connecting Links Program Guide from the Connecting Links Program grant posting that was published on ([Get funding from the Ontario government](#)) Ontario.ca from September 22, 2022, until November 16, 2022.

The Connecting Links Program Guide from the Connecting Links Program grant is as following:



**Ministry of Transportation (MTO)**

**Connecting Links Program**

**Guide**

**September 2022**

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## Connecting Links Program Guide

The Ministry of Transportation's **Connecting Links Program** provides dedicated provincial funding for road and bridge projects on designated connecting link highways.

The Connecting Links Program has been re-designed to provide a sound basis to make provincial funding decisions and ensure that provincial financial accountability and asset management requirements are met. Through a structured application process all applicants are considered in a consistent and transparent manner.

This Program Guide has been prepared to assist connecting link municipalities in completing and submitting the application. The guide includes legislation that applies to connecting links, a detailed description of the scope of work eligible for funding and the requirements for detailed information on connecting link condition and improvement needs.

Applicants are encouraged to contact their local regional office to ask any questions before submitting an application.

The ministry will review all submissions and will notify successful and unsuccessful applicants after funding decisions are made in early 2023.

Funding decisions will be based on an assessment of connecting link needs, the ministry's prioritization of submitted projects and the available budget in any year.

The objectives of the program are to make connecting link investments that:

- Address critical connecting link improvement needs;
- Extend the life of the asset;
- Are cost effective and appropriate to address the connecting link need; and
- Ensure the safe and efficient movement of provincial traffic.

The ministry will prioritize projects that best meet these objectives and focus on addressing critical and urgent connecting link needs first. The Connecting Links Program requires that municipalities submit detailed information on all connecting link road section and structures. This will enable the ministry to assess the current and future state of connecting link infrastructure and determine how to best target connecting link investments on a multi-year basis.

Connecting links are municipal roads that connect two ends of a provincial highway through a community or to an international or interprovincial border crossing. These are critical roadways that serve provincial and municipal interests, as they carry long-distance provincial highway traffic moving through communities, as well as local traffic within the community.

Connecting links are formally designated under section 21 of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P. 50 as amended. Under the Act, a connecting link remains a "highway" under the jurisdiction and control of the municipality.

Connecting links are typically under the ownership of a lower tier municipality or a single tier municipality. Where a connecting link intersects with an upper tier highway, the intersection remains under the jurisdiction and control of the upper tier municipality. These intersections are eligible for funding under the Connecting Links Program.

The Connecting Links Program provides funding for eligible capital improvement costs – not maintenance. The responsibility for maintenance of connecting links lies with the municipality. Under section 44 of the *Municipal Act*, R.S.O. 2001, the

municipality that has jurisdiction over a highway or bridge must keep it in a reasonable state of repair.

Ontario has set out Minimum Maintenance Standards for municipal highways, including connecting links, under the *Municipal Act*. Ontario Regulation 239/02 provides municipalities with guidelines for maintaining municipal highways including winter maintenance, roadway and sidewalk surface condition, traffic control signal systems, regulatory and warning signs, etc.

Ontario Regulation 104/97 of the *Public Transportation and Highway Improvement Act* requires that municipalities visually inspect bridge structures with a span of greater than or equal to three metres (in the direction of traffic) at least once every two years by, or under the direction, of a professional engineer. To be eligible for the Connecting Links Program, municipalities will be required to submit a Municipal Structure Inspection report to MTO every two years for each connecting link bridge and culvert three metres or greater in length (in direction of traffic) as they are completed.

The ministry has the authority under the *Bridges Act* 1990, c. B.12, to approve connecting link bridge projects. MTO will review structure inspections on an ongoing basis and assess proposed structure projects to ensure that critical structure needs on connecting links are addressed.

Under the *Highway Traffic Act*, R.S.O. 1990, c. H.8, the ministry has the authority to approve all municipal by-laws and traffic control signals that restrict or interrupt the flow of through traffic on the connecting link highway including, but not restricted to:

- Limiting weight on bridges;
- Erection of traffic controls and pedestrian signal systems; and
- Regulating motor vehicle traffic on connecting links.

**Appendix 1** includes sections of legislation that applies to connecting links. Municipalities should consult with the ministry to ensure that necessary approvals will be in place prior to connecting link funding being granted.

## Which municipalities are eligible?

The Ministry of Transportation's Connecting Links Program provides dedicated provincial funding for road and bridge projects on connecting link highways designated under the *Public Transportation and Highway Improvement Act*.

All 77 Ontario municipalities with designated connecting links are eligible for funding. Eligible municipalities and designated connecting link road sections are listed in **Appendix 2**.

A municipality with one designated link is permitted to submit one project per year. A municipality that has more than one designated connecting link may submit a maximum of two projects per year. If submitting for two projects however, each application must be for a project located on separate connecting link sections as identified in **Appendix 2**. No more than one application per connecting link section is permitted by a municipality.

## What amount of funding can be requested?

Connecting links serve both provincial and local traffic needs; therefore, a provincial-municipal cost sharing partnership is considered appropriate.

The ministry will provide funding for up to 90% of total eligible project costs. The maximum amount of funding for eligible costs is

\$3 million per road project, and up to \$5 million per bridge project. Project proposals should include a detailed scope of work and cost estimates.

The applicant is required to contribute the remaining 10% of eligible project costs and pay for all ineligible project costs. The municipality cannot use capital funding from any other capital application program (i.e., Investing in Canada Infrastructure Program (ICIP)) for the same road or bridge project funded under the Connecting Links Program.

Despite the foregoing, general formula based, or other non-application-based funding revenue received from other provincial or federal sources may be used towards a municipality's 10% contribution.

## When would funding be provided?

Once funding decisions are made, the ministry will notify successful applicants that their project has been approved for funding. Municipalities may then begin the tendering process and incur project costs starting April 1, 2023. The ministry will provide a Contribution Agreement following the Minister letter.

The execution of the Agreement is required before payments can be made. Payments will be made on a milestone basis (refer to Section 8).

## What are eligible connecting links projects?

The Connecting Links Program provides funding for the design, construction, renewal, rehabilitation and replacement of connecting link infrastructure. Maintenance costs, including winter maintenance, are not eligible for funding.

A municipality may submit for detailed design and construction as one project; or alternatively, a municipality may submit detailed design for funding as a separate project prior to construction. In the case of the latter, however, the ministry cannot guarantee funding for the construction project in the subsequent year. Funding for the construction would be considered along with other projects submitted in the following year.

Expansion projects (road widening) resulting from general traffic growth (provincial and municipal), will be considered eligible projects. However, the costs for improvements directly related to increased traffic from new development or major expansion of an existing development continue to be the responsibility of the municipality (and/or the developer).

As noted below, land acquisition and the cost of municipal infrastructure within the connecting link right-of-way are not eligible for funding under the Connecting Links Program, such as watermains, sanitary sewers, utilities, etc.

The proposal must not include multiple projects, e.g., projects on separate roads or structures that are not connected. Proposals can include various related works such as road reconstruction and storm sewer repair; road and intersection improvements; multiple spans on one structure; and, structure replacement and approach road improvements like guiderail.

**NOTE:** The same connecting link **road or bridge** project cannot be submitted under both the Connecting Links Program and another capital application program such as ICIP. A municipality may, however, submit an application for **water or wastewater** work on a connecting link under another funding program. If the same **road or bridge** project is submitted under multiple capital application programs, it will become ineligible for funding under the Connecting Links program.

Projects already underway or awarded at the time of the application period will be deemed ineligible for the program.

## What project costs are eligible/ineligible for reimbursement?

Funds can be used for:

- Environmental Assessment costs
- Design/Engineering costs
- Project Management/Contract Administration costs
- Materials
- Construction

Funds cannot be used for:

- Costs incurred before project approval or after committed project completion date
- Land acquisition
- Leasing land, equipment, buildings and other facilities
- Financing charges
- Legal fees

**Appendix 3** outlines the scope of eligible work for connecting link projects with more specific requirements detailed in Annexes A-G of **Appendix 4**. MTO encourages municipalities to consider sustainable construction practices for connecting link projects as described in **Appendix 5**.

The connecting link right-of-way typically includes some municipal infrastructure that is not eligible for funding under the Connecting Links Program, such as watermains, sanitary sewers, utilities, etc. The municipality is responsible for costs related to these assets and all other ineligible items.

Municipalities should consult with MTO regional offices (listed in Section 10) to seek clarification on eligible project costs before submitting an application.

### What are the eligible project net costs?

The application form requires that the applicant indicate the eligible project net costs, which is the eligible project costs under the Connecting Links Program, *excluding the HST rebate that the municipality expects to receive*. The maximum provincial funding contribution will be 90% of the net eligible costs up to a maximum of \$3 million per road project, and up to \$5 million per bridge project. It is the applicant's responsibility to determine the HST rebate.

The Connecting Links Program has a one-stage application process, where eligible connecting link municipalities are requested to submit specific project information through a standard application form along with supporting documents.

### Where can I obtain an application?

The information on how to submit an application is available online at:

<https://www.app.grants.gov.on.ca/gr/tpcr/#/externalLogin>

For more information, please call the Program Coordinator at 289-241-8354 or reach out to your local regional Ministry of Transportation office contact, listed in Section 10 of the Program Guide. You can also send an email to the program email address: [CLProgram@ontario.ca](mailto:CLProgram@ontario.ca).

### When are applications due?

Applications are due by Wednesday, November 16th, 2022 at 1:00 p.m. Eastern Standard Time (EST).

### How are applications submitted?

#### For the 2023-24 Connecting Links Program Year

Connecting link applications will be received through the Transfer Payment Ontario portal. Transfer Payment Ontario (TPON) is a web-based funding management system that provides transfer payment applicants and recipients with a self-service portal to apply for funding.

Follow the steps listed at <https://www.ontario.ca/page/get-funding-ontario-government> to access the TPON portal. This site is best viewed using the Google Chrome Browser.

You can use Transfer Payment Ontario to:

- register, complete, and submit connecting link applications for funding

- find information about other funding opportunities available to your municipality
- check the status of your active submissions.

Municipalities are required to complete a project application form to be eligible for connecting link funding. This will provide a consistent basis for the ministry to assess the proposed project and the municipality's multi-year connecting link needs.

In addition to the application form, municipalities must submit a council resolution (template attached to the form) that:

- a) demonstrates council's support of the project identified in application;
- b) confirms that capital funding is available for the municipal contribution component;
- c) indicates that if the application is successful, that the municipality will proceed with the project in accordance with the timelines specified in the application.

## Application Requirements

Application Section	Requirements
1. Contact Information	Municipality name, mailing address and authorized contact person (Public Works Manager, CAO, Clerk, etc.).
2. Project Information	Project Title (include municipal road name) and Project Type (e.g., road resurfacing, road reconstruction, bridge rehabilitation or replacement). Fiscal Year of project completion.
3. Project Location	Description of the project location (start and end points, length, width, latitude and longitude coordinates). Include a map to scale.
4. Project Description	Description of the project outline of scope of work and provide a schedule. If available, provide a detailed proposal and costs as supporting information. If a bridge project over or under a railway, include specifics such as a railway access plan or any discussions with the railway to facilitate the project.
5. Project Rationale	How project addresses critical connecting link needs or extends the life cycle of the asset.
6. Project Readiness	List of any regulatory decisions, approvals, licenses, authorizations, agreements, etc., completed or required by the provincial or federal governments. Provide any additional details on work conducted or consultations undertaken to obtain approvals, agreements etc. that would expedite your project. If the project includes a traffic control signal, municipalities are required to seek MTO approval of the technical warrants for traffic signals and/or pedestrian crossings before submitting the project.
7. Project Innovation/ Sustainable Construction Practices	<b>Where applicable</b> - Identify any innovative or sustainable construction practices that will be applied in the design and construction of the project that will maximize the lifecycle of the asset, demonstrate good environmental stewardship, mitigate future climate change impacts or reduce environmental or traffic impacts. Examples include: culvert re-lining instead of full culvert replacement, reduction in the use of new aggregates in asphalt, or use of higher quality asphalt materials.
8. Milestone/Timelines	Key dates for the program including milestones for payments.
9. Timeline Risks and Mitigation Strategies	Risks, length of possible delay and mitigation strategies to ensure that project will be completed on schedule.
10. Project Financial Information	Total Project Costs, Eligible Project Costs, Provincial Funding Requested (maximum 90%) and sources for financing the municipal share of project costs (10%).
11. Project Cost Details	Estimated project costs (including HST) by fiscal year and project activity e.g., design, construction, contract administration, etc. MTO will fund up to 90% of the Total Net Eligible Costs.
12. Construction Cost-Shared Items	Estimated costs for any work items to be paid for by the municipality or charged to others e.g., utilities and railway. Provide an explanation for each item.
13. Asset Management Planning	Confirm that a comprehensive Asset Management Plan has been completed. If not previously submitted, or if there is updated information, provide structure inspection reports, and provide detailed information on the condition and ten year needs for all of the municipality's connecting link road sections and structures.
14. Supporting Information	If available, provide a detailed Project Proposal and Costs. Indicate what studies/reports have been completed to support the project.

15. Duty to Consult Aboriginal Communities	The Crown has a duty to consult with Aboriginal communities when contemplating a decision or action that has the potential to adversely impact credibly asserted or established Aboriginal and/or treaty rights. To help the Crown determine if the duty to consult is triggered by the proposed Project, applicants are required to respond to a set of questions listed in the application form. The applicants may also be required to fulfil the procedural aspects of the duty to consult, if so, delegated by the Ministry of Transportation.
16. Declaration	Certification by municipal official that: <ul style="list-style-type: none"> <li>• The submitted Application meets the requirements of MTO's Connecting Links Program as described in the Program Guide;</li> <li>• A comprehensive Asset Management Plan including connecting links has been completed and publicly posted;</li> <li>• The municipality will comply with the conditions that apply to designated connecting links under the <i>Highway Traffic Act</i> to ensure the safe and efficient movement of provincial traffic;</li> <li>• The project put forward in the application will be completed and the milestones met as stated in the Application; and</li> <li>• The Application is complete and factually accurate.</li> </ul>
17. Documents to be Submitted	List of documents to be submitted along with application form. Use appropriate document titles, for example: "Municipality Name_Application_1" "Municipality Name_OSIM_Structure_1", "Municipality Name_CL_Road Inventory" "Municipality Name_Project_1"

## What are the Application Asset Management Plan requirements?

There are four asset management planning requirements for connecting link municipalities.

### 1. Asset Management Plan

Municipalities applying for connecting link funding must have a recently completed and publicly posted asset management plan indicating the asset condition, capital and maintenance needs, investment priorities and financial strategy for all core infrastructure which includes road, bridge, water and wastewater assets.

If the applicant has previously provided a municipal asset management and there are no updates, there is no need to resubmit the same asset management plan. If the applicant has updated the plan or if it's the first time applying to the Connecting Links Program, the applicant is required to provide access to the plan.

### 2. Connecting Link Structure Inspection

Municipalities are required to submit a Municipal Structure Inspection Manual (OSIM) or equivalent inspection report every other year for each connecting link bridge and large culvert three metres or greater in length (in the direction of traffic).

If the applicant has previously submitted all current Municipal Structure Inspection Forms, there is no need to resubmit the inspection forms. However, if there are updated inspections they should be submitted. If it's the first time applying to the Connecting Links Program, the applicant is required to provide inspection forms for all connecting link structures.

### 3. Connecting Link Asset Inventory, Conditions and Needs

Municipalities are required to submit detailed asset data on all connecting link road sections and structures (three metres or greater in length in the direction of traffic) under its jurisdiction. A map must be provided showing all connecting link road sections and structures. The map must indicate connecting link street and intersecting street names and other landmark references.

If the applicant has submitted all structure and road data within the last two-years, this information does not need to be resubmitted. However, where the information has been updated, it should be submitted. If it's the first time applying to the Connecting Links Program, the applicant is required to provide this information for all connecting link road sections and structures.

**Appendix 6** includes the specific connecting link road section and structure data that must be submitted. The applicant shall submit this information in Excel or equivalent data file(s) that the ministry can import into Excel.

#### 4. Connecting Link Maintenance Plan/Strategy

Applicants are required to indicate that there is an ongoing maintenance plan or strategy for connecting links. Effective maintenance of connecting link roadway and structures is critical to prevent premature deterioration of the asset and defer the need for costly rehabilitation or reconstruction. Examples include routing and sealing of cracks to prevent water entering the pavement structure and washing bridge expansion joints on a routine basis.

Applicants are also required to indicate that there is an ongoing inspection program to assess road sections and structures using sound condition ratings such as a Pavement Condition Index or Bridge Condition Index. Applicants should describe their methodology. All applicants are required to submit this information.

#### What are the requirements for Aboriginal Community Consultation?

The Crown has a duty to consult Aboriginal communities when contemplating a decision or action that has the potential to adversely impact credibly asserted or established Aboriginal and/or treaty rights. Aboriginal communities include First Nations, Inuit and Métis communities.

The duty to consult, and where appropriate accommodate, is rooted in the legal principle of the Honour of the Crown and the protection of Aboriginal and treaty rights under section 35 of the *Constitution Act, 1982*.

If triggered, the duty to consult has both informational and response components, and the Crown's duty to consult can vary widely and depends on the specific circumstances of the contemplated Project. The Crown's consultation obligations can be influenced by the nature and scope of the established or asserted Aboriginal or treaty right, the strength of the claim to an asserted Aboriginal or treaty right, and the potential impact of the proposed Crown conduct on the established or asserted right. If the duty to consult is triggered, all parties are expected to participate in the consultation process in good faith.

Consultation generally involves providing timely and accessible information to the Aboriginal community on the proposed Project, obtaining information on any potentially affected rights, listening to any concerns raised by the Aboriginal community, and determining how to address these concerns, including attempting to avoid, minimize, and/or mitigate adverse impacts on Aboriginal or treaty rights.

Ontario has an ongoing obligation to assess whether or not the duty to consult is engaged. To assist, the application requires municipalities to indicate whether they have already consulted with Aboriginal communities about the proposed Project. Applicants should identify any potential impacts to rights which may trigger the duty to consult. This includes but is not limited to the existence of any treaties or agreements with First Nation, Métis, or Inuit communities on the land for the contemplated project, the anticipated footprint of the project, and any water crossings.

Ontario will work with applicants as needed to assess if the duty to consult is triggered and may delegate the procedural aspects of the duty to consult to applicants to fulfil. Ontario may assist with the consultation process where appropriate. It is expected that applicants should advise the Ministry of Transportation if there is a potential for the duty to consult to be triggered, and whether the applicant has already carried out consultation activities with potentially impacted Aboriginal communities. Where this consultation is required, the applicant should appropriately plan and budget for this work as part of the project costs.

For more information on Ontario's duty to consult Aboriginal communities, refer to the Duty to consult with Aboriginal peoples in Ontario web page at: <https://www.ontario.ca/page/duty-consult-aboriginal-peoples-ontario>.

#### How will applications be assessed?

Projects will be assessed on the basis of:

- Project criticality based on connecting link deficiencies and/or renewal needs;
- Project urgency based on stated 10-year deficiencies and risk assessment;
- Cost-effective and appropriate project to address stated connecting link need;
- Appropriate project activities and costs under the Connecting Links Program;
- Supporting documentation: asset management plan, bridge inspection reports, detailed project proposal, engineering studies/plans, etc.; and,
- Potential coordination with adjacent, concurrent provincial highway project.

MTO will prioritize projects that best meet the objectives of the Connecting Links Program, addressing critical and urgent connecting link needs first.

Funding decisions will take into consideration the ministry's prioritization of the projects, regional connecting link needs and the available budget in any year.

## Will a municipality be notified if its application is unsuccessful?

Yes, both successful and unsuccessful applicants will be notified by the Ministry of Transportation after funding decisions are made. Unsuccessful municipalities are encouraged to contact their regional MTO representatives for feedback regarding their unsuccessful projects.

The Contribution Agreement is a legal agreement that outlines the rights, responsibilities and obligations of the province and the municipality and includes various Schedules, e.g., project costs, milestones/timelines, reporting requirements, etc.

MTO will notify successful applicants by Minister letter that their project has been approved for funding. Municipalities may then begin the tendering process and incur project costs starting April 1, 2023. The ministry will provide the Contribution Agreement following the Minister letter. The execution of the Agreement is required before payments can be made.

The signatures of the Head of Council and the Minister of Transportation (or his delegate) are necessary to execute the agreement. Municipalities are encouraged to obtain Head of Council signature and a council resolution as soon as possible. Three (3) copies of the signed agreement are to be couriered to the MTO Program Coordinator. Once co-signed by the Minister, the Program Coordinator will provide a copy to the municipality and MTO's regional office.

## How will the provincial funding flow?

Funding will be provided for eligible project costs on a milestone payment approach:

- Contract Award – 50%
- Substantial Completion – 35%
- Final Report – 15%

In order to be paid at these milestones it is critical that the project be completed on the submitted schedule. In the Application Form, the applicant is required to indicate the fiscal year of completion and any timeline risks, how long the delay could be and provide mitigation strategies. Schedule risks include the time required for tendering, delays due to regulatory approvals or third party agreements, utility relocates, inclement weather, etc. If the schedule risks are significant, consideration should be given to extending the project completion over two or three years. The ministry will approve the multi-year funding on this basis.

Funded municipalities will be required to state their anticipated dates for Contract, Substantial Completion and Final Report. These milestones must be achieved by specific timelines as follows:

Milestone 1: Award of First Contract	By June 30, 2023
Milestone 2: Substantial Completion	By December 31 of Fiscal Year of Completion
Milestone 3: Final Report	By March 8 of Fiscal Year of Completion

Milestone payments will be disbursed once the ministry has accepted the Milestone Report. The first payment will be made once the contribution agreement has been signed by both parties (spring/summer of 2023) and Milestone 1 has been submitted to MTO for review. The Substantial Completion and Final Report payments will be made on the basis of the actual incurred costs up to the approved funding amount. Cost overruns are not eligible for funding. Any unused funding must be returned to the Government of Ontario. Required Contribution Agreement Schedules

<b>Agreement Schedule</b>	<b>Description</b>
A. Project Description	Description of the type of project and scope of work.
B. Operational Requirements	Agreement Effective Date, Project Completion Date, Agreement Expiration Date, Insurance Requirements, etc.
C. Financial Information	Maximum Provincial Funding Amount and Provincial Contribution (90%), Milestone Payment terms, etc.
D. Eligible and Ineligible Costs	Eligible and Ineligible General Costs and Eligible Specific Project Costs under the Connecting Links Program.
E. Aboriginal Consultation Requirements	Ontario and municipal responsibilities where Aboriginal community consultation is required.
F. Communications Protocol	Project Signage, Media Events, Materials/Website, Issues, etc.
G. Reporting Requirements	Reports and Due Dates – Budget Reports, Progress Reports, Declaration of Substantial Completion, Final Report, Project Outcomes and Benefits, etc.

## Section 9 – Reporting

Municipalities will be required to provide reports over the course of the project.

### Report Requirements for Municipalities

<b>Name of Report and Details Required</b>	<b>Due Date</b>
1 <b>Contract Award Report</b> – a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project. The contract award process must be in compliance with the municipality's approved procurement policy.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2023.
2 <b>Revised Budget Report</b> must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3 <b>Progress Report</b> – The Recipient shall use the form set out in the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4 <b>Substantial Completion Report</b> – The recipient shall use the form set out in the Agreement.	Within fifteen (15) Business Days of the Project Completion Date (no later than December 31 of the Fiscal Year of Completion).
5 <b>Final Report</b> – including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out in the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6 <b>Other Reports or information</b> as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

The Milestone 1 Report must include statement of the detailed project costs based on the contract award and report on revised budget if different from the application budget. The ministry will disburse payments based on the eligible contract award costs – not the submitted estimated projects costs.

The Progress Reports must include information on eligible costs incurred to date, remaining eligible costs to be incurred,

construction milestones completed, any anticipated variances (e.g., project scope, budget or schedule) and verification of the expected completion date.

The Milestone 2 Report must include a Declaration of Substantial Completion attested to by a municipal official, e.g., Clerk or Chief Finance Officer.

The Final Report requires confirmation of project completion, statement of incurred costs supported by the submission of invoices and any variances such as project scope, budget, or schedule, etc., from the Contribution Agreement must be noted and certified by a municipal official. In addition, in the Final Report, the municipality must indicate the benefits of the connecting link improvement such as safety, extended service life, pavement condition, structures in good condition, etc. as well as any economic or other benefits of the project for the community.

Templates for a Revised Budget Report, Progress Report, Declaration of Substantial Completion, Final Report and a chart for monthly invoice tracking will be provided as Schedules in the Contribution Agreement.

Applicants must advise the ministry, in writing or email and certified by a municipal official, of any proposed variation from the approved project scope of work, costs, completion date, etc., before implementation.

The deadline for the application submission is Wednesday, November 16<sup>th</sup>, 2022 at 1:00 p.m. EST.

Questions? Call 289-241-8354 or send an email to [CLProgram@ontario.ca](mailto:CLProgram@ontario.ca).

To discuss your proposed project, please contact your local regional Ministry of Transportation office using the information below.

#### Ministry of Transportation Regional Office Contacts

MTO Region	Contact	Phone	Email
West	Conor Byrne	519-281-8440	<a href="mailto:conor.byrne@ontario.ca">conor.byrne@ontario.ca</a>
Central	Greg Gapski	437-247-1239	<a href="mailto:greg.gapski@ontario.ca">greg.gapski@ontario.ca</a>
Eastern	Alison Cuconato	613-449-3712	<a href="mailto:alison.cuconato@ontario.ca">alison.cuconato@ontario.ca</a>
Northeastern	Trevor Bartraw	705-471-8348	<a href="mailto:trevor.bartraw@ontario.ca">trevor.bartraw@ontario.ca</a>
Northwestern	John McClelland	807-627-1264	<a href="mailto:john.mcclelland@ontario.ca">john.mcclelland@ontario.ca</a>

***Public Transportation and Highway Improvement Act* R.S.O. 1990, CHAPTER P.50**

## Connecting links, extensions

**21.** (1) The Minister may designate a highway or part of a highway as a **connecting link** between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the road authority having jurisdiction over the highway or part of the highway. 1996, c. 1, Sched. M, s. 49.

## Jurisdiction and control unchanged

(2) A highway or part of a highway does not, by reason of its having been designated under subsection (1), become the property of the Crown, but every such highway or part of a highway remains under the jurisdiction and control of the road authority. 1996, c. 1, Sched. M, s. 49.

***Highway Traffic Act* R.S.O. 1990, CHAPTER H.8**

## Regulations limiting weight on bridges

**123.** (1) The Minister may make regulations limiting the gross vehicle weight of any vehicle or any class thereof passing over a bridge forming part of the King's Highway or a highway in territory without municipal organization and notice of the limit of the weights fixed by the regulation, legibly printed, shall be posted up in a conspicuous place at each end of the bridge. R.S.O. 1990, c. H.8, s. 123 (1).

## By-laws limiting weight on bridges

(2) The municipality or other authority having jurisdiction over a bridge may by by-law limit the gross vehicle weight of any vehicle or any class thereof passing over the bridge, and the requirements of subsection (1) with respect to the posting up of notice apply thereto. R.S.O. 1990, c. H.8, s. 123 (2); 1996, c. 33, s. 13 (1); 2002, c. 17, Sched. F, Table.

## Same, on connecting links

(3) Despite subsection (2), where the bridge forms part of a highway designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act*, the by-law shall not become operative until it is approved by the Ministry. 1996, c. 33, s. 13 (2).

## Regulations

(4) The Minister may make regulations establishing standards to determine allowable gross vehicle weight for any vehicle or class of vehicle for the purpose of subsection (2). 1996, c. 33, s. 13 (2).

## Traffic control signals and pedestrian control signals

**144.** (1) In this section:

## Erection of traffic control signals and signal systems

(31) Subject to subsection (31.1), no traffic control signal system or traffic control signal used in conjunction with a traffic control signal system shall be erected or installed except in accordance with an approval obtained from a person designated to give such approvals by the municipality or other authority that has jurisdiction over the highway or

the intersection. 1996, c. 33, s. 14.

## Same, on connecting links

- (31.1) No traffic control signal system or traffic control signal used in conjunction with a traffic control signal system shall be erected or installed on a highway designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act* except in accordance with an approval obtained from the Minister or an official of the Ministry authorized by the Minister to grant such approval. 1996, c. 33, s. 14.

## Effect of by-laws

### Inconsistent by-laws deemed repealed

- 195.** (1) If a provision of a municipal by-law passed by the council of a municipality or a police services board for,
- (a) regulating traffic on the highways;
  - (b) regulating noise, fumes or smoke created by the operation of motor vehicles on the highways; or
  - (c) prohibiting or regulating the operation of motor vehicles or any type or class thereof on the highways, is inconsistent with this Act or the regulations, the provision of the by-law shall be deemed to be repealed upon the inconsistency arising. R.S.O. 1990, c. H.8, s. 195 (1); 1996, c. 33, s. 15 (1); 2002, c. 17, Sched. F, Table.
- (2) Repealed: 1996, c. 33, s. 15 (2).

## Approval of traffic by-laws for connecting links

- (3) If the council of a municipality passes a by-law for a purpose mentioned in clause (1) (a) or (c) that affects traffic on a highway designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act*, the clerk of the municipality shall file a copy of the by-law with the Ministry within 30 days of its passing, and the by-law shall not become operative until it is approved by the Ministry. 1996, c. 33, s. 15 (2).

## Approval of traffic by-law in whole or in part

- (4) Any by-law for regulating traffic on highways that is submitted to the Ministry for approval may be approved in whole or in part and, where part of a by-law is approved only, that part shall become operative. R.S.O. 1990, c. H.8, s. 195 (4).

## Withdrawal of approval by Ministry

- (5) The Ministry may withdraw its approval to any by-law or any part thereof by notice sent by registered mail to the clerk of the municipality and the by-law or part thereof shall be deemed to be repealed twenty-one days after the sending of the notice. R.S.O. 1990, c. H.8, s. 195 (5).

## Bridges Act R.S.O. 1990, CHAPTER B.12

### Approval of Minister

- 2.** (1) No person, except a municipal corporation or other authority having jurisdiction over highways, shall build, place, construct, rebuild, replace or alter a bridge or other structure over or across any river or stream or part thereof, except with the approval of the Minister of Transportation. 1996, c. 33, s. 18.

## Same

- (1.1) A person who builds, places, constructs, rebuilds, replaces or alters a bridge, culvert or causeway in accordance with a work permit or an instrument granted under the *Public Lands Act* or an approval under the *Lakes and Rivers Improvement Act* is not required to obtain an approval under subsection (1). 2006, c. 19, Sched. T, s. 1.

## Same

- (2) A municipality or other authority having jurisdiction over highways shall not build, place, construct, rebuild, replace or alter any bridge or other structure that forms, or will upon completion form, part of a highway that has been designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act*, except with the approval of the Minister of Transportation. 1996, c. 33, s. 18.

## Conditions of approval

- (3) The Minister of Transportation may give his or her approval under subsection (1) upon receiving,
- proof that the plan of the proposed bridge or structure or alterations and a surveyor's description of the site or proposed site have been deposited in the proper land registry office;
  - proof that notice of the application has been published for three successive weeks in *The Ontario Gazette* and in two newspapers having a general circulation in the locality where the site or proposed site of the bridge or structure is located; and
  - such other information or documentation as the Minister may require. 1996, c. 33, s. 18.

## Same

- (4) The Minister of Transportation may give his or her approval under subsection (2) upon receiving such information or documentation as he or she may require. 1996, c. 33, s. 18.

(2)

## Appendix 2 – Municipalities with Connecting Links

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Roads	Length in Kilometres
Central	Town of Halton Hills	Acton	7	Queen Street, Young Street, Mill Street, Main Street	2.80
Central	Town of Halton Hills	Georgetown	7	Guelph Street, Main Street	5.10
Central	Region of Niagara	Niagara Falls	420	From Stanley Avenue to Rainbow Bridge	1.50
Central	City of Barrie		26	Bayfield Street	2.40
Central	Township of Clearview	Stayner	26	King Street, Main Street	2.00
Central	Town of Collingwood		26	Lakeshore Street, Front Street, First Street, Huron Street, Hume Street, Pretty River Parkway	11.10
Central	Town of Innisfil	Cookstown	89	Queen Street, Church Street	1.30
Central	Town of New Tecumseth	Alliston	89	Young Street, King Street, Victoria Street	5.30
West	City of Brantford		24	King George Road	2.30
West	Town of Saugeen Shores	Port Elgin	21	Goderich Street	4.25
West	Town of Saugeen Shores	Southhampton	21	Albert Street, Railway Street	5.55
West	Municipality of South Bruce	Mildmay	9	Elora Street	1.85
West	Town of South Bruce Peninsula	Wiarton	6	Berford Street	2.00
West	Municipality of Chatham-Kent	Chatham	40	Grand Avenue East, Street Clair Street	7.60
West	Municipality of Chatham-Kent	Wallaceburg	40	Dufferin Avenue, McNaughton Avenue, Murray Street	4.20
West	Town of Shelburne		10	Owen Sound Street	1.20
West	Town of Shelburne		89	Main Street	0.65
West	Town of Shelburne		10/89	Main Street	0.95
West	Town of Aylmer		3	Talbot Street	2.25
West	City of Windsor		3	Huron Church Road	3.75

West	Municipality of Grey Highlands	Markdale	10	Toronto Street	1.45
West	Municipality of Grey Highlands	Flesherton	10	Sydenham Street, Toronto Street	0.55
West	Town of The Blue Mountains	Thornbury	26	Arthur Street, King Street	2.40
West	Township of Chatsworth		6	Garafraxa Street	0.55
West	Municipality of Meaford		26	Sykes Street	3.45
West	City of Owen Sound		26	Highway 26, 16th Street East	2.90
West	City of Owen Sound		6/10	Highways 6/10, 9th Avenue East	1.20

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Roads	Length in Kilometres
West	City of Owen Sound		6/21	Highways 6/21, 10th Avenue West	2.65
West	Municipality of West Grey	Durham	6	Garafraxa Street	2.25
West	County of Haldimand	Cayuga	3	Talbot Road	1.25
West	County of Haldimand	Dunnville	3	Broad Street, George Street, Main Street	4.65
West	County of Haldimand	Hagersville	6	Main Street	1.60
West	County of Haldimand	Jarvis	3	Talbot Street	1.65
West	County of Haldimand	Jarvis	6	Main Street	2.30
West	Municipality of Central Huron	Clinton	4	Victoria Street	1.30
West	Municipality of Central Huron	Clinton	8	Huron Street, Ontario Street	2.10
West	Town of Goderich		8	Toronto Street, Huron Road, Elgin Avenue	2.10
West	Town of Goderich		21	Victoria Street, Bayfield Road, Britannia Road	2.55
West	Municipality of Huron East	Seaforth	8	Goderich Street	1.45
West	Municipality of South Huron	Exeter	4	Main Street	3.15
West	Municipality of Lambton Shores	Forest	21	Main Street, King Street	3.55
West	Municipality of Lambton Shores	Grand Bend	21	Ontario Street	3.00
West	Township of Lucan Biddulph	Lucan	4	Main Street	2.00
West	County of Norfolk	Delhi	3	King Street, James Street	2.10
West	County of Norfolk	Simcoe	3	Queensway West and East	4.00
West	County of Norfolk	Simcoe	24	Norfolk Street	2.55
West	Town of Tillsonburg		19	Broadway Street, Oxford Street, Simcoe Street, Vienna Street	5.45
West	Municipality of North Perth	Listowel	23	Main Street, Wallace Avenue	2.45
West	City of Stratford		7	Erie Street	4.00
West	City of Stratford		8	Huron Street	2.55
West	City of Stratford		7/8	Ontario Street	3.25
West	Municipality of West Perth	Mitchell	8	Ontario Road, Huron Road	2.90
West	Municipality of West Perth	Mitchell	23	Blanshard Road, Street George Street	2.10
West	Township of Centre Wellington	Fergus	6	St. David Street, Tower Street, Bridge Street	3.00
West	City of Guelph		6	Woolwich Street, Woodlawn Road.	2.55

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Roads	Length in Kilometres
West	City of Guelph		7	Woodlawn Road, Wellington Street, Windham Street, York Road	10.00
West	Town of Minto	Clifford	9	Elora Street	1.75
West	Town of Minto	Harriston	9	Elora Street	0.80
West	Town of Minto	Harriston	89	Arthur Street	0.50
West	Town of Minto	Harriston	23	Arthur Street	0.65
West	Township of Wellington North	Arthur	6	Smith Street, George Street	1.90
West	Township of Wellington North	Mount Forest	6	Main Street, Market Street	2.65
West	Township of Wellington North	Mount Forest	89	Queen Street	3.15
Eastern	Town of Bancroft		28	Monck Road, Bridge Street	3.85
Eastern	Town of Bancroft		62	Mill Street, Hastings Street	7.25
Eastern	City of Belleville		62	North Front Street	2.80
Eastern	Municipality of Centre Hastings	Madoc	62	Russell Street, St. Lawrence Street Durham Street	2.00
Eastern	Municipality of Marmora and Lake		7	Matthew Street	1.30
Eastern	Municipality of Tweed	Tweed	37	Bridgewater Road, Victoria Street Georgetown Street	2.10
Eastern	Separated Town on Smiths Falls		15	Lombard Street, Beckwith Street Elmsley Street, Cornelia Street, Union Street	4.65
Eastern	Loyalist Township	Bath	33	Main Street	2.75
Eastern	Township of Havelock-Belmont-Methuen	Havelock	7	Ottawa Street	1.90
Eastern	Township of Champlain	Vankleek Hill	34	High Street, Queen Street	1.30
Eastern	Town of Hawkesbury		34	McGill Street, Main Street East, John Street	2.25
Eastern	County of Prince Edward	Bloomfield	62	Stanley Street Main Street	2.80
Eastern	County of Prince Edward	Picton	33	Main Street, Bridge Street	2.70
Eastern	Township of Bonnechere Valley	Eganville	60	Bonnechere Street, Cobden Road	1.30
Eastern	Township of Bonnechere Valley	Eganville	41	Bridge Street, Queen Street, Patrick Street Alice Street	1.20
Eastern	Township of Bonnechere Valley	Eganville	41/60	Bonnechere Street	0.80
Eastern	Township of Madawaska Valley	Barry's Bay	60	Opeongo Road	1.40
Eastern	City of Pembroke		41/148	Pembroke Street East, McKay Street River Road, Muskrat Drive, Olympic Drive	6.15

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Roads	Length in Kilometres
Eastern	Town of Renfrew		60/132	O'Brien Street Coumbes Street, Raglan Street; Highway 60 - Stewart Street; Highway 132 - Lisgar Avenue, Munro Avenue	6.80
Eastern	City of Cornwall		138	Brookdale Avenue	0.95
Eastern	City of Cornwall		138	Route to Seaway International Bridge	3.80
Eastern	City of Kawartha Lakes	Omemee	7	King Street	2.35
Northeastern	Town of Blind River		17	Causley Street from Lot 11/12 Concession 1 Township of Stricker westerly	4.35
Northeastern	City of Elliot Lake		108	From south junction of Esten Drive South to north of the junction of Timber Road North	5.80
Northeastern	Township of Hornepayne		631	From junction of Second Street and Leslie Avenue easterly	0.80
Northeastern	Municipality of Wawa	Michipicoten	101	From Southwest Townsite Limits easterly to East Townsite Limits	1.30
Northeastern	City of Sault Ste. Marie		550	Second Line West from Great Northern Road westerly	2.21
Northeastern	City of Sault Ste. Marie		550B	Carmen's Way from Second Line West to Queen Street and part of Queen Street	2.88
Northeastern	City of Sault Ste. Marie		17	Part of Trunk Road, Black Road, Second Line East and Great Northern Road	19.40
Northeastern	Town of Thessalon		129	Wharncliffe Road, from junction of Highway 17 northerly	0.87
Northeastern	Township of Black River - Matheson		10	From junction of Highway easterly	0.65
Northeastern	Town of Hearst		11	Front Street from the Township Line of Way and Kendall, easterly to the East Limits of Sixth Street	1.75
Northeastern	Town of Kapuskasing		11	Government Road from the West Limits of Clear Lake Road, westerly to the East Limits of Bonnieview Road	6.80
Northeastern	Town of Smooth Rock Falls		634	Highway 634 by-pass, from junction of Highway 11 northerly to Clouterville Road East	3.40
Northeastern	City of Timmins	Porcupine	101	From former railway crossing in Porcupine Westerly to East Limits of Kamiskotia Road	21.35
Northeastern	Township of Dysart et al		118	Part of Sunnyside, Maple, Mountain and Pine Streets to South Town Limits	1.15

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Roads	Length in Kilometres
Northeastern	Township of Northeastern Manitoulin & The Islands	Little Current	6	From junction of Highway 540, southerly 0.7 kilometres and from junction of Highway 540 northerly	1.60
Northeastern	Township of Northeastern Manitoulin & The Islands	Little Current	540	From junction of Highway 6, westerly on Meredith Street then southerly on Worthington Street	0.95
Northeastern	Town of Mattawa		533	First Street and Main Street from junction of Highway 17 easterly	0.95
Northeastern	City of North Bay		63	Trout Lake Road, from junction of Highways 11/17, easterly to Lee's Road	3.35
Northeastern	Municipality of West Nipissing	Sturgeon Falls	64	From junction of Highway 17, northerly	1.70
Northeastern	Municipality of West Nipissing	Sturgeon Falls	17	Front Street from junction of Coursol Road westerly	2.40
Northeastern	Village of Burk's Falls		520	From South Limit of Burk's Falls to Ryerson Crescent	1.05
Northeastern	Municipality of Powassan	Trout Creek	522	From junction of Highway 522B, southerly to Barrett St	0.55
Northeastern	Town of Espanola		6	Centre Avenue from the East Town Limits northerly	4.10
Northeastern	Town of Kirkland Lake		66	Government Road From Goldthorpe Drive, easterly to East Town Limits	3.70
Northwestern	City of Dryden		17	Government Road, Grand Trunk Avenue	4.70
Northwestern	City of Dryden		594	Duke Street, West River Road, Aubrey Road	3.90
Northwestern	Town of Fort Frances		11	Scott Street, Rainy River Colonization Road, Mill Road	4.75
Northwestern	Town of Fort Frances		71/11	Kings Highway, Rainy River Colonization Road, Third Avenue, Central Avenue, Church Street	4.30
Northwestern	Town of Rainy River		11	Atwood Avenue	2.70

The following table describes in detail what items may be eligible for funding under the Connecting Links Program. References are made to Annexes which provide specific requirements to be met as a condition of funding for costs.

<b>Types of Work</b>	<b>Scope of Work</b>
<b>Road Works</b>	<ul style="list-style-type: none"> <li>– Sub-Grade Preparation;</li> <li>– Base and Sub-Base Construction;</li> <li>– Surfacing and resurfacing;</li> <li>– Curb and gutter, sewer covers and catch basins;</li> <li>– Replacement of items such as sidewalks, sidewalk ramps, fences, entrances, retaining walls, wheelchair curb cuts, due to grade or alignment change;</li> <li>– Alteration of entrances limited to the return of the entrance to the property line;</li> <li>– Guide rail and end treatments including steel beam guide rail and traffic barrier over 150 metres in length. Shorter sections are considered "Maintenance" and not eligible for funding;</li> <li>– Median and channelization works;</li> <li>– Boulevard paving in lieu of shouldering or sod maintenance for erosion protection;</li> <li>– Retaining walls supporting or protecting roadways;</li> <li>– Noise barriers;</li> <li>– Relocation and/or alteration of other municipal services, such as parking meters;</li> <li>– Construction of detours and temporary accesses, including costs of temporary easements, if required;</li> <li>– Traffic control measures related to construction projects; and</li> <li>– Cost of construction identification signs.</li> </ul>
<b>Appliances and Works</b>	<ul style="list-style-type: none"> <li>– Relocation and/or alteration of appliances and works as defined in the <i>Public Service Works on Highways Act</i>. R.S.O. 1990, c. P.49.</li> <li>– Refer to details in <b>Annex A</b>.</li> </ul>
<b>Traffic Control Devices</b>	<ul style="list-style-type: none"> <li>– Installation of new or upgrades to existing traffic control signals that are warranted, in accordance with the <i>Highway Traffic Act</i>, R.S.O. 1990, c. H.8, Regulation 626 of the <i>Highway Traffic Act</i>, and the Ministry of Transportation's Ontario Traffic Manual, Book 12 or accessibility standards as defined in Ontario Regulation 191/11 of the <i>Accessibility for Ontarians with Disabilities Act</i>. Refer to details in <b>Annex B</b>.</li> </ul>
<b>Pedestrian Signals</b>	<ul style="list-style-type: none"> <li>– Installation of warranted Mid-Block Pedestrian Signals and pedestrian crossovers (PXO) in accordance with current <i>Highway Traffic Act</i> regulations.</li> </ul>
<b>Illumination</b>	<ul style="list-style-type: none"> <li>– Illumination at intersections with warranted traffic signals or unsignalized, full channelized, rural intersections, or at unprotected level railway crossings subject to Canadian Transportation Agency Board Order at crossing. Refer to details in <b>Annex C</b>.</li> </ul>
<b>Drainage</b>	<ul style="list-style-type: none"> <li>– Sub drain installation, open ditching, including off-take ditches and related easement costs to the nearest sufficient outlet, if included as a secondary item in a construction contract (i.e. less than 25% of total cost). All other drainage works that are considered to be "Maintenance" are not eligible for funding;</li> <li>– Concrete, asphalt and granite curbs up to the value of equivalent concrete or asphalt curbs;</li> <li>– Storm sewer installation, including pumping stations where required as detailed in <b>Annex D</b>;</li> <li>– Initial drainage construction assessments on roads. Subsequent upkeep is "Maintenance" and is not eligible for funding;</li> <li>– Stream improvements, if required, not to exceed 150 metres beyond a structure; and</li> </ul>
	<ul style="list-style-type: none"> <li>– Culverts under 400 millimetres in diameter, if part of a construction contract, otherwise such culverts are considered to be "Maintenance" and not eligible for funding. Also, outlet sewers for underpasses, including pumping stations when required, subject to limitations as detailed in <b>Annex D</b>.</li> </ul>

<b>Stormwater Management</b>	<ul style="list-style-type: none"> <li>– A portion of the cost of storm water detention/retention, ponds/tanks and oversized sewer pipes as detailed in <b>Annex E</b>.</li> </ul>
<b>Bridges, Culverts and Grade Separations</b>	<ul style="list-style-type: none"> <li>– Structure costs for new structures, deck replacements, bridge widening, including those with warranted sidewalks, major painting, major repair of existing structures, replacement of primary bridge components such as beams or piles, installation and removal of bailey bridges and retaining walls. Where culvert installations are done individually and not as part of a construction contract, they are considered to be "Maintenance" and are not eligible for funding, except for culvert installations over 400 millimetres in equivalent circular diameter. Culvert installations over 400 millimetres are always considered to be "Construction" and may be eligible for funding, whether done individually or as part of a construction contract;</li> <li>– Outlet sewers for underpasses, including pumping stations when required, subject to limitations as detailed in <b>Annex D</b>;</li> <li>– Illumination: replacement to the equivalent of existing facilities only where necessary due to construction (see <b>Annex C</b> for details);</li> <li>– Stream improvements, if required, not to exceed 150 metres beyond a structure;</li> <li>– Stream diversion in lieu of structures, if covered by specific approval;</li> <li>– Construction and maintenance of detours in the immediate vicinity of temporary crossings; and</li> <li>– All items as applicable on the approaches for 30 metres from the outer extremities of any new bridge or culvert having an area of 4.5 square metres or more, except for railway grade separations.</li> </ul>
<b>Railway Crossings</b>	<ul style="list-style-type: none"> <li>– Crossing improvements as ordered by the Canadian Transportation Agency.</li> </ul>
<b>Preservation Management</b>	<ul style="list-style-type: none"> <li>– The following short-term or long-term remedial capital actions, which extend the life of an existing asset by rehabilitation procedures, may be eligible for funding: <ul style="list-style-type: none"> <li>• Road surface: Continuous and Selective Paving, Routing and Sealing, Frost Heave Treatment;</li> <li>• Highway Services: Rehabilitation of intersections, interchanges;</li> <li>• Drainage: Rehabilitation of significant structures, timber culverts, concrete culverts, pipe culverts, roadway drainage;</li> <li>• Structures: Rehabilitation of bridge decks, structure piers, barrier walls and replacement of deck joints, bearings; and</li> <li>• Safety Devices: e.g., illumination, guiderail.</li> </ul> </li> </ul>
<b>Detailed Design/Engineering</b>	<ul style="list-style-type: none"> <li>– Consultant's fees for the project design, preparation of tender package and administration of tendering process;</li> <li>– Resurfacing projects will not qualify unless it can be shown that the project required a significant amount of engineering in the opinion of the ministry;</li> <li>– Traffic counting;</li> <li>– Soils and foundation investigations;</li> <li>– Surveys and mapping, including aerial surveys; and</li> <li>– Refer to <b>Annex F</b> for a detailed scope of work.</li> </ul>
<b>Contract Administration</b>	<ul style="list-style-type: none"> <li>– Consultant's fees for contract administration during construction;</li> <li>– Supervision and inspections;</li> <li>– Material testing;</li> <li>– Field office rental; and</li> <li>– Refer to <b>Annex G</b> for detailed tasks and services.</li> </ul>

## Annex A: Appliances and Works

Where construction or improvement of a connecting link makes it necessary to alter or relocate appliances and works of an operating corporation, the cost that may be eligible for cost sharing under the terms of an applicable agreement is to be established based on the group to which the appliances and works belong.

### Group 1

Group 1 relates to appliances and works as defined under *The Public Service Works on Highways Act*, R.S.O. 1990, c.49 s.1, i.e., poles, wires, conduits, transformers, pipes, pipe lines or any other works, structures or appliances except water mains and sewers under **Group 3** placed on or under a highway by an operating corporation. An operating corporation being defined, under the above noted statute, as a municipal corporation or commission or a company or an individual operating or using a telephone or telegraph service, or transmitting, distributing or supplying electricity or artificial or natural gas for light, heat or power.

### Group 2

Group 2 relates to appliances and works as defined under *The Public Service Works on Highways Act*, R.S.O. 1990, c.49 s.1, i.e., poles, wires, conduits, transformers, pipes, pipe lines or any other works, structures or appliances except water mains and sewers under **Group 3** placed on or under a highway by Ontario Hydro, Bell Telephone Company, gas pipeline companies operating under Federal Charter.

### Group 3

Group 3 relates to watermains and sanitary sewers placed on or under a highway other than storm sewers (see **Annex D**) and operated by the municipality, municipal corporation, or commission or company or individual.

## Annex B: Traffic Control Devices

The installation and improvement costs, on connecting links, of warranted traffic control signals and other approved traffic control devices, as detailed in the Ontario Traffic Manual (OTM), may be eligible for funding.

### Traffic Control Signals

1. To qualify for funding all traffic control signal installations must comply with the OTM Book 12 and meet the warrants contained in section 4 of the manual;
2. The traffic control signals must also conform to the requirements of the *Highway Traffic Act*, R.S.O. 1990, Chapter H.8, and more specifically Regulation 626;
3. The installation should meet the technical requirements of the ministry as detailed in the Ontario Provincial Standards and Specifications;
4. Ministry approval of the traffic signal design required for all traffic control signals located on a highway designated as a connecting link as required under section 144(31.1) of the *Highway Traffic Act*;
5. The modernization of traffic control signals that were not eligible upon installation may be approved for funding by the ministry if the conditions set out under the requirements in 1. to 3. above, are met;
6. The installation of traffic control signals, as part of the construction or reconstruction of an entrance or within five years thereafter, is not eligible for funding even when the warrants are met. It is assumed the municipality will recover the cost of the installation of such traffic control signals from the owner or developer served by the entrance;
7. The installation of warranted traffic control signals at an existing entrance, more than five years after the construction or reconstruction of the entrance, is eligible for funding provided all other criteria are met;
8. The municipality agrees to maintain such other traffic controls (e.g., parking restrictions) as may, in the opinion of the ministry, be necessary to ensure the efficient operation of traffic signals and will confirm this in writing;
9. A portion of the capital costs associated with a computerized traffic management system may be eligible for funding. The needs of a traffic management system as it relates to the connecting link will dictate the amount of funding. The municipality needs to justify its request to the ministry. The ministry will review each case and approve the funding, as applicable, based on merit; and

10. New or replacements for traffic control signals and the associated appurtenances must meet accessibility standards as defined in Ontario Regulation 191/11 of the *Accessibility for Ontarians with Disabilities Act*.

## Other Traffic Control Devices that may be eligible for funding include:

1. All traffic signs defined in Books 5 and 6 of the OTM, including the French translation;
2. Illuminated signs provided that they are eligible under Books 5 and 6 of the OTM and conform to the standard sign, shape and colour;
3. All miscellaneous traffic devices defined in Book 12 of the OTM;
4. All pavement hazard and delineation markings defined in Book 11;
5. Overhead signs approved by the ministry; and
6. All signs and markings defined in Regulation 615 of the *Highway Traffic Act*.

### Note:

- All signs and markings regarding pedestrian crossovers are expected to be moved from Regulation 615 to a new Minister's Regulation which will also include signs and markings for new pedestrian crossing devices for lower speed/ lower volume roads.
- This process is expected to be completed by the middle of 2016 provided that Bill 85, *The Strengthening and Improving Government Act, 2015* passes in 2015.
- Guidelines for new pedestrian crossing treatment devices will be available in OTM Book 15 when the new regulation comes into force.

## Annex C: Illumination

The capital cost for the installation of illumination on connecting links at intersections may be eligible for funding under the following conditions:

1. The intersections have warranted traffic signals,
2. The intersections are unsignalized, fully channelized, and classified as rural intersections, or
3. The highway intersects an unprotected level railway crossing subject to National Transportation Agency Board Order.

A warrant for partial illumination is considered to exist for new municipal installations as follows:

1. Intersections in built-up areas (see *Highway Traffic Act*, R.S.O. 1990 c. H.8, for definition of "built-up" area) with raised medians on all approaches, separate right and left turn lanes, and 4 lanes or more on each approach;
2. Intersections in rural areas ("rural area" is an area not classified as "built-up area") where warranted traffic signals exist, or two 4 lane undivided highways meet and warrants for traffic signals are at least 80% fulfilled, or traffic is channelized by one or more islands;
3. Unprotected municipal highway/rail crossing where the National Railway Transportation Agency has authorized the installation of luminaries. The federal government share will be deducted from the total cost before calculating the funding;
4. Highway tunnels in built-up areas where the tunnel is more than 25 metres long;
5. Design levels for illumination, including materials types and luminaries selected, shall not exceed Ministry of Transportation illumination policy; and
6. Illumination necessitated by adjacent development and illumination at private or commercial entrances is the responsibility of the property owner. Funding is not applicable for the design, construction, or power for illuminating these areas.

## Annex D: Drainage

The capital cost for the installation of storm sewers on connecting links may be eligible for funding as set out below.

1. Storm sewer must be an economical alternative to the maintenance of an open ditch with numerous entrance culverts;
2. Storm sewer must be necessary in order to increase the use of an existing right-of-way for roadway purposes;

3. Storm sewer must be necessary in order to increase the traffic carrying capacity of an existing roadway by allowing for parking off the travelled way;
4. The replacement of an existing storm sewer must be for reasons of deterioration or to increase the capacity if the existing storm sewer is less than 700 millimetres diameter;
5. Only the facilities required for the drainage associated with the highway are eligible for funding;
6. Where the diameter of a storm sewer to be installed is greater than 700 millimetres, only that portion of the cost that 700 millimetres bears to the diameter of a circle of equivalent area measured in millimetres of the storm sewer installed, may be eligible for funding;
7. Where an off-take storm sewer or open ditch to an appropriate outlet is required, it may be eligible for funding under the following conditions:
  - 7.1. Where the storm sewer pipe is greater than 700 millimetres, the criterion in 6. above applies; or
  - 7.2. Where an open ditch is used, the cost eligible for funding shall be based on the same percentage that was applied to the last section of storm sewer pipe leading to the open ditch.
8. Where an adequate existing storm sewer is altered to accommodate drainage that is not eligible, such alteration is not eligible for funding;
9. Where a storm sewer on a highway under the jurisdiction of the province is designed to accommodate both the provincial highway drainage needs and those of a connecting link eligible under the Connecting Links Program, only the lesser of the municipality's share of the cost of construction or that amount calculated as in 6. above may be eligible for funding;
10. Where the municipality constructs a storm sewer that is eligible for funding and provides additional capacity for the needs of another municipality that are also eligible for funding, only the amount calculated as in 6. above may be eligible for funding;
11. Sewer covers associated with storm sewer systems may be eligible for funding. Where the outlets from the sewer cover are greater than 700 millimetres in diameter, only that portion of the cost that 700 millimetres bears to the diameter of the outlet pipe in millimetres may be eligible for funding; and
12. Where a storm sewer is installed under the provisions of the *Drainage Act*, R.S.O. 1990, Chapter D.17, the assessment made against the municipality will be eligible for funding subject to the limitations in 11 above.

## Annex E: Stormwater Management

The capital cost for the installation of stormwater detention facilities on connecting links may be eligible for funding as detailed below.

1. It will be the responsibility of the municipality to analyse and cost various drainage system alternatives and justify the final selection based on the most economical and environmentally responsible solution. At the request of the municipality, the ministry will provide guidance on the degree of detail required in submissions.
2. The maximum cost of a storm water management system, complete with detention components and/or combined sewer components, to be considered cannot exceed the total cost of a conventional system with continuous, separated, normal size pipes and/or ditches by more than 10% as detention facilities have greater environmental benefits than separated systems. The following provisions apply:
  - 2.1. The maximum cost of a stormwater management system is the unadjusted total cost to the municipality, not just the portion of total cost eligible for road funding;
  - 2.2. A subsystem of a larger system is acceptable for consideration; and
  - 2.3. In a combined sewer system, the cost of providing extra sewage treatment capacity to accommodate the extra flows will be included in the total cost for comparison purposes. However, this cost is not eligible for funding.
3. The eligible costs for funding of the stormwater detention system must be adjusted to pay for only that water associated with the connecting link highway.
4. For a stormwater detention facility to be considered for funding, the detention facility must be justified on the basis that a controlled release of water is necessary to prevent water damage downstream.
5. For ponds and retention tanks with pipe inlets, funding will be based on the "700 millimetres diameter rule" (refer to **Annex D**, section 6) applied to the inlet or the sum of the diameters of the inlets. If an oversized inlet is used the diameter of the first normal size upstream pipe is to be used.
6. The "700 millimetres diameter rule" will be applied to oversized pipes whose purpose is not detention.
7. Where funding is applicable for combined sewers, the capital cost is subject to the "700 millimetres diameter rule".

8. Inlet control of stormwater is accomplished by allowing stormwater to temporary pond upstream of catch basins or other outlets. The water slowly subsides as the storm passes. Inlet control, within the highway, is eligible for funding provided the maximum depth of water accumulation at the travelled edge of the roadway does not exceed 75 millimetres (designers use two-year flood), and the ponded water does not present a safety or health hazard.

## Annex F: Detailed Design/Engineering Studies

A municipality may submit for funding for detailed design/engineering as part of a proposed construction project. Alternatively, a municipality may submit for funding of detailed design/engineering as a separate project prior to construction. In the case of the latter, the ministry will not guarantee funding for the construction project in the subsequent year. Funding for the construction would be considered along with other projects submitted in the following year.

The Ministry reserves the right to assess the components of the proposed detailed design and engineering to determine what scope of work is eligible for funding under the Connecting Links Program.

Applicants choosing to submit for funding of a separate detailed design/engineering study should:

1. Where applicable, include a copy of the preliminary design/engineering report for the proposed project completed by a professional engineer;
2. Include a copy of a proposal for detailed design and engineering, with quoted costs from a professional engineer;
3. Ensure road and bridge designs are undertaken according to the applicable municipal, provincial, federal, or other standards;
4. Include the appropriate scope of work for a detailed design/engineering study. Consideration for design elements may include, but are not limited to the following:
  - Site plans
  - Horizontal and vertical control data
  - Geometric design
  - Horizontal and vertical alignments
  - Pavement design, including life-cycle costing
  - Typical cross-sections
  - Design-cross-sections
  - Earth balance design
  - Grading
  - Drainage – quality and quantity, and storm sewer design
  - Utilities locations and relocations, where applicable
  - Illumination
  - Traffic control devices
  - Electrical design
  - Hydrotechnical design
  - General arrangement drawings (structures)
  - Foundation design
  - Substructure design
  - Superstructure design
  - Barriers, railings, expansion joints, bearings, protection systems
  - Traffic control plan, staging and detours
  - Traffic signing and pavement markings
  - PHM-125 approval

- Property requirements
5. Ensure that the detail design/engineering study will establish a comprehensive cost estimate to construct the project;
  6. Develop a schedule detailing the timing for:
    - Issuing RFP for detail design/engineering study
    - Commencement of detail design/engineering study
    - Completion of detail design/engineering study
    - Proposed timing for construction
  7. Provide any info on whether the DTC has been considered and/or if any consultation with appropriate Indigenous Community has taken place.

## Annex G: Contract Administration

It is expected that contract administration tasks will be carried out during project construction to verify:

- a) The work that was done during construction of the project;
- b) The quality of work and materials used during construction of the project, and;
- c) How much it will cost to complete construction of the project.

The contract administrator may be the municipality or a consultant retained by the municipality. Consultant's fees for contract administration services are eligible for funding. If the municipality is acting as contract administrator, the maximum amount allowable for contract administration cannot exceed 10% of total net eligible project costs.

The contract administrator will be responsible to monitor and approve any changes to the scope and costs for construction of the project. The municipality is responsible for any increase in project costs resulting from changes in the work. When changes in the work would be eligible for funding, additional funding may be considered on a case by case basis at the discretion of the ministry. The municipality shall pay all costs not approved by the ministry and all unforeseen costs of the construction work.

**Change in the work:** means the deletion, extension, increase, decrease or alteration of lines, grades, dimensions, quantities, methods, drawings, changes in the character of the work to be done or the materials of the work or part thereof, within the intended scope of the contract.

Consideration for tasks and services required for contract administration should include, but are not limited to:

- Convene and attend a pre-construction meeting(s)
- Convene and attend construction progress meetings as scheduled
- Prepare and distribute agendas and minutes for all meetings
- Respond to contractor's questions, proposals, and requests for information;
- Prepare and issue all work orders, field orders and change orders
- Prepare and certify monthly progress payment certificates
- Co-ordinate and schedule inspection and testing activities related to quality control/quality assurance for construction materials and work
- Communication of all field and laboratory test results (i.e., compaction) in a timely manner

Contract administration services tasks shall accommodate all aspects of the contract process through the Warranty Period and the Final Completion Certificate.

MTO encourages municipalities to consider innovation and the use of sustainable construction practices for Connecting Link projects.

MTO procurement practices allow the use of recycled and reclaimed materials up to the maximum limits imposed by engineering standards to ensure that such materials are not used inappropriately and do not compromise the longevity of pavements and structures.

If recycled and reclaimed materials are used appropriately, then cost savings can be achieved through conservation of resources, elimination of disposal costs and reduction in energy requirements and greenhouse gas emissions.

Ministry specifications permit recycled/reclaimed materials to be used in lieu of natural aggregates. Examples include reclaimed asphalt pavement (RAP), reclaimed concrete material (RCM), air-cooled blast furnace slag (BFS), granulated blast furnace slag, crushed glass and ceramics and roofing shingle tabs (RST).

For example, Ontario Provincial Standard Specification (OPSS) 1151 (hot mix asphalt) allows up to 40% RAP in hot mix binder courses and up to 20% RAP in premium surface courses. Aggregates for road base and sub-base (OPSS.PROV 1010) may include up to 100% RCM, up to 100% BFS, up to 40% RAP, and up to 15% crushed glass and/or ceramics.

MTO and connecting link municipalities share an interest in ensuring the durability of asphalt applied on connecting links. This can best be accomplished by applying ministry quality of material specifications used on provincial highways.

Standard Specification requirements for the properties for the various grades of Performance Graded Asphalt Cements (PGAC) are given in MTO OPSS 1101, November 2014. Connecting link municipalities should have regard to Special Provision No.

111F09M, February 23, 2015 which requires additional testing requirements (including Extended Bending Beam Rheometer) and acceptance criteria for all PGAC grades. Suppliers of PGAC must be listed as an asphalt cement supplier in MTO's Designated Sources for Materials Manual (DSM).

The additional up-front costs for more sustainable construction practices will be offset by the extended life of connecting link pavement and structures. The use of higher grade construction materials, more rigorous materials testing, contact administration, etc., are eligible for subsidy.

For more information contact your local Ministry of Transportation regional office listed in Section 10.

Applicants are required to submit an Excel file or equivalent data file for ministry import into Excel that includes the following information for road sections and structures (three metres in length or greater in direction of traffic) for all connecting links in the municipality.

This information will be used to determine the current state of connecting link infrastructure and the ten-year capital improvement needs across the province.

Two data tables are required: Table 1 below lists the road data items and Table 2 lists the structure data items to be included. Please submit only connecting link road/bridge data – no other municipal roads or structures.

**Table 1**

**Road Data Items**

- Highway Number
- Street Name
- Municipal Owner
- Municipal Location (Community Name)
- Section ID Number (Municipal Code)
- Section From (Intersecting Street/Landmark)
- Section To (Intersecting Street/Landmark)
- Length (Metres)
- Posted Speed
- Class (Urban, Rural, or Urban/Rural)
- Number of Lanes (e.g. 2 lanes, 4 lanes, 4 lanes plus median, or 4 lanes plus centre lane)
- Number of Parking Spaces (if any)
- Number of Traffic Signals or Pedestrian Crossings
- Average Annual Daily Traffic
- Average Daily Truck Traffic
- Geometric Deficiencies (e.g. horizontal, vertical, intersection alignment, small culverts)
- Operational Deficiencies (e.g. road width, intersection turning lane, traffic signal)
- Pavement Deficiencies (e.g. pavement condition rating – documentation of method required)
- Remaining Useful Life (Based on current condition – not year of construction)
- Road Survey Date
- Deficiency Timeline (Now, 1-5 years, or 6-10 years)
- Proposed Project Improvement to address Deficiencies
- Project Cost Estimate

**Table 2**

**Structure Data Items**

Highway Number  
Street Name  
Municipal Owner  
Municipal Location (Community Name)  
Structure ID Number (Municipal Code)  
MTO Site Number (if known)

**Structure Data Items**

Longitude Coordinates  
Latitude Coordinates  
Structure Category (Bridge or Culvert)  
Structure Type (e.g. Deck Truss, Through Truss, etc.)  
Overall Length (length in direction of traffic)  
Overall Width (width perpendicular to traffic)  
Number of Lanes  
Posted Weight  
Year of Construction  
Year of Last Rehabilitation  
Structural (e.g. Structure deck, joints, beams, barriers, etc.)  
Functional (e.g. Number of lanes, lane width, etc.)  
Bridge Connection Index (If available)  
Overall Structure Condition (Good, Fair, Poor)  
Remaining Useful Life (Based on current condition – not structure age)  
Year of Last Inspection (Ontario Structure Inspection Manual or equivalent inspection)  
Structural Deficiency Timeline (Now, 1-5 years, or 6-10 years)  
Potential Reduced Weight (If the deficiency is not addressed)  
Proposed Project Improvement to address Deficiencies  
Project Cost Estimate

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-169**

**FINANCING:** A by-law to approve the borrowing of money by the PUC Commission for a \$6,200,000 operating line with Royal Bank of Canada.

**WHEREAS** PUC ("Commission") is a municipal services board; and

**WHEREAS** The Corporation of the City of Sault Ste. Marie has entered into a new banking arrangement with The Bank of Nova Scotia (Scotiabank) requiring a housekeeping change to the previous borrowing by-law approval;

**NOW THEREFORE** the Council of the Corporation of the City of Sault Ste. Marie, pursuant to *Municipal Act, 2001*, S.O. 2001, c. 25, and amendments thereto, **ENACTS** as follows:

**1. PUC (COMMISSION) BORROWING RE OPERATING LINE**

The borrowing of money by the Commission for a \$6,200,000 operating line with Royal Bank of Canada is hereby approved.

**2. BY-LAW 2022-185 REPEALED**

By-law 2002-185 is hereby repealed.

**3. EFFECTIVE DATE**

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

**PASSED** in open Council this 10<sup>th</sup> day of October, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**