

Town of Collingwood Judicial Inquiry

AFFIDAVIT OF SARA ALMAS

I, Sara Almas, of the Municipality of Meaford in the Province of Ontario, MAKE OATH AND SAY:

1. I have knowledge of the matters contained in this affidavit. Where my knowledge is based on information and belief, I have identified the source of the information and belief and in all cases believe it to be true.
2. I am the Clerk of the Town of Collingwood. I have held this position since 2007. From April 2012 to approximately May 2013, I was a member of an Executive Management Team, which was also referred to as the Executive Management Committee (the "EMC").

The EMC

3. The EMC was established by Ed Houghton when he became the Acting CAO of the Town in April 2012. At the time, my understanding was that the EMC was formed to assist Mr. Houghton to fulfil the CAO's responsibilities, as Mr. Houghton was also the CEO of Collus and the Executive Director of Public Works and Engineering for the Town. Council never passed a by-law or resolution to formally create the EMC. There were no terms of reference governing the EMC's role or how it should operate.
4. At the outset, the EMC did not have regular meetings and, when we did meet, we did not take formal meeting notes. Beginning around November 2012, the EMC met more regularly and began taking notes at those meetings. This was in part as a result of the public reaction to Council's decision to construct architectural fabric membrane buildings supplied by Sprung Instant Structures Inc. ("**Sprung**").
5. As part of my work on the EMC, I took on many of the public-facing functions of the CAO's office, including dealing with members of the public who came to Town Hall looking to speak to Staff. I took on these responsibilities because Mr. Houghton was often at his Collus office. I was familiar with much of the Town operations and administration, as well as the most accessible EMC member at the Town Hall.
6. I found working on the EMC as a unique opportunity but very stressful at times. Mr. Houghton was often occupied with his other responsibilities and so Marjory Leonard and I took on many of the CAO's duties. I expressed some of these concerns in an email I sent to the EMC on January 29, 2013, a copy of which is attached as **Exhibit "A"**.
7. On or about the end of May 2013, I stepped down from the EMC.

Purchasing By-Law and Unsolicited Proposals Guideline

8. During the 2010-2014 Council term, the by-law governing purchasing and procurement by the Town was By-Law 2006-42 (the "Purchasing By-Law"), a copy of which is attached as **Exhibit "B"**. During this time period, the Town also had an Unsolicited Proposals Guideline, a copy of which is attached as **Exhibit "C"**. I am not aware of any other Town policies, by-laws, guidelines or other resources in place in 2012 that related to purchasing and procurements.
9. Prior to the decision to purchase the Sprung structures in 2012, I do not recall another specific Town sole source procurement, and certainly not something of the value of the two Sprung structures.

Deputy Mayor Lloyd Requests Price for Two Fabric Buildings

10. I was not actively involved in the work of the Central Park Steering Committee and Council's subsequent decision to purchase the Sprung structures. I was generally aware that Council had some concerns about the cost of the proposed multi-use recreation facility.
11. I recall first becoming aware that Council might not follow the Steering Committee's recommendations when Ed Houghton forwarded me an email from Deputy Mayor Rick Lloyd on June 12, 2012. In the email, Deputy Mayor Lloyd asked Mr. Houghton to "get a price" for a fabric cover for the outdoor pool at Heritage Park and a fabric building to go over the outdoor ice rink in Central Park. In response, I suggested to Mr. Houghton that he ask Deputy Mayor Lloyd to send the request in an email copying all of Council and Marta Proctor, the Director of Parks and Recreation. A copy of that email chain is attached as **Exhibit "D"**.

July 16, 2012 Council Meeting

12. Recreation facilities were discussed at the July 16, 2012 Town Council meeting. Included in the agenda package for that meeting was a document setting out various options that Council could pass in respect of recreation facilities (the "**Summary of Resolutions Document**"). The resolutions within the document were divided into two general directions: (i) to continue with the recommendations of the Central Park Steering Committee (which was called "Direction A"), and (ii) other options (which was called "Direction B"). A copy of the Summary of Resolutions Document is attached as **Exhibit "E"**.
13. I recall reviewing the Summary of Resolutions Document before the July 16, 2012 Council meeting, but do not recall who drafted the document. Page 10 of the document identified a list of ten recreation facility options that Council could direct Staff to pursue. I do not recall the source of those options. Option 8 on the list was "Enclose the Outdoor Pool with a Fabric Building". I do not recall any information about fabric-covered pools being distributed to Council in advance of the meeting.
14. The minutes of the July 16, 2012 Council meeting state that Council voted to direct Staff as follows:

No. 330 ***Moved by Deputy Mayor Lloyd
Seconded by Councillor Lloyd***

THAT Council direct staff to pursue the following recommended options and develop a project timeline and detailed estimates and bring the report back to Council not later than August 27, 2012.

- 1. Construct a Single Pad Arena, that could be phased into a double pad
- 2. Construct a Double Pad Arena that could be phased
- 3. Construct a 25 metre 6 Lane Pool at the Central Park YMCA
- 4. Construct a New Therapeutic Leisure Pool at the Central Park YMCA
- 5. Addition of a Theatre/Performing Arts Centre to the Proposed Multi-Use Centre
- 6. Enclose the Outdoor Rink with a Fabric Building
- 7. Cover the Outdoor Rink with a Roof Structure
- 8. Enclose the Outdoor Pool with a Fabric Building
- 9. Examine a New Site for a Phased Purpose-Built Multi-Use Facility
- 10. No New Recreation Facilities

CARRIED

15. A copy of these minutes is attached as **Exhibit "F"**.

Preparing for the August 27, 2012 Council Meeting

16. Sometime after the July 16, 2012 Council meeting, I recall being invited to attend a meeting with representatives from Sprung. I was unable to attend and, after that, was not actively involved in dealing with Sprung or WGD Architects or in preparing the EMC Staff Report that recommended Council proceed with constructing the two Sprung structures (the "**August 27 Staff Report**").
17. Ed Houghton, Marjory Leonard and Dave McNalty were primarily responsible for preparing the August 27 Staff Report. I understood that Ms. Leonard and Mr. McNalty were acting under Mr. Houghton's direction.
18. I recall that, during this time, Marta Proctor, the Director of Parks, Recreation and Culture, was less involved in preparing for the August 27, 2012 meeting than she had been with the Central Park Steering Committee. I believed she was frustrated about Council's decision to disregard the work of the Steering Committee and not to proceed with the Central Park Steering Committee's recommendations. I believe she was also frustrated with Ed Houghton's control and involvement in recommendations for recreation facilities as that was her responsibility and was not Mr. Houghton's expertise. I do not recall any specific directions or decisions to exclude Ms. Proctor from the process.
19. As Staff prepared for the August 27, 2012 Council meeting, my expectation was that, if Council voted to cover the pool and build an arena, the Town would proceed with an RFP in accordance with the Purchasing By-Law. The early drafts of the August 27 Staff Report that I received contemplated that there would be an RFP.

20. As others were meeting with Sprung and preparing for the August 27, 2012 meeting, I did some internet research regarding the company and its structures. At the time, I expected that other members of Staff were also doing research into the company and whether it had competitors.

Decision to Sole Source

21. I was scheduled to take vacation beginning Friday, August 24, 2012 and through the following week.

22. On August 23, 2012 at 12:02 pm, Marjory Leonard sent the EMC and Mr. McNalty a revised version of the August 27 Staff Report. The version contemplated proceeding with a competitive procurement. A copy of Ms. Leonard's email and draft report are attached as **Exhibits "G" and "H"**.

23. At 5:59 p.m. on August 23, 2012, Mr. McNalty emailed the EMC and advised that he was working on another draft of the August 27 Staff Report with the "same information but a different approach". Later that evening, at 11:45 p.m., Mr. McNalty circulated a revised draft. Copies of these emails and their attachments are attached as **Exhibits "I", "J" and "K"**. Mr. McNalty's revised report did not mention proceeding with a competitive procurement.

24. I do not recall if I reviewed Mr. McNalty's emails on August 23, 2012. I do recall that, at some point, I was asked if I could come into work on August 24, 2012, to discuss the August 27 Staff Report.

25. I recall I arrived early to Town Hall on August 24, 2012 because it was my first day of vacation and I wanted to depart shortly after the meeting. Before the meeting, I spoke with Marjory Leonard about the revised report and the fact that it no longer contemplated a competitive procurement.

26. Later that morning, the EMC and Mr. McNalty met to discuss the August 27, 2012 Staff Report. Attached as "**Exhibit L**" is a copy of a calendar invitation that shows the meeting was scheduled to take place from 8:30 to 10 am. At that meeting, Mr. Houghton explained why the August 27, 2012 Staff Report now recommended that Council purchase the two Sprung structures without an RFP.

27. I left for my scheduled vacation after the meeting ended. I do not recall having further conversations about the decision to proceed by sole source. I was also not involved in preparing the slide show presentation for the August 27, 2012 Council meeting.

Signing Contract with BLT

28. The Town signed a contract with BLT Construction Services on August 30, 2012. A copy of the signed contract is attached as **Exhibit "M"**. I was away when the contract was signed, so Marjory Leonard signed on behalf of the Town, as well as Mayor Sandra Cooper. The Mayor and Ms. Leonard had authority to sign the contract by the resolution approved by Council and the confirmatory by-law that was passed at the end of the August 27, 2012 Council meeting, By-law No. 2012-100.

Questions Regarding Sprung Decision

29. I was responsible for handling the multiple requests for information the Town received from the public in respect of the Sprung decision. I found responding to the requests to be overwhelming at times.

Use of Collus Funds

- 30. I was responsible for overseeing the public consultation process on the use of the proceeds from the Collus share sale (the "Collus Funds").
- 31. Council held a Special Meeting of Council on December 1, 2012 to seek input from the public about the use and allocation of the Collus Funds. A copy of the minutes from that meeting are attached as **Exhibit "N"**. On the same date, Council distributed a public survey about the use of the Collus Funds. A copy of the survey is attached as **Exhibit "O"**. A summary of the results of the survey was provided to Council through a Staff Report prepared by the Treasurer as part of the agenda package for the February 25, 2013 Council meeting. The staff report can be found on page 49 of the agenda, which is attached as **Exhibit "P"**. The top three responses related to redeveloping Hume Street, enhancements for the Harbour and decreasing the Town's debt.
- 32. On June 10, 2013, Council voted to waive the procedural requirement for notice of motion, and voted to allocate the Collus funds towards the Central Park Arena and the Centennial Pool redevelopment including the unbudgeted expenditures and an appropriate construction allowance. Council further voted to transfer any remaining funds to a reserve fund for the Hume Street redevelopment. A copy of the minutes recording the vote are attached as **Exhibit "Q"**.

SWORN BEFORE ME at the Town of Collingwood,
in the Province of ONTARIO on
SEPT 12, 2019

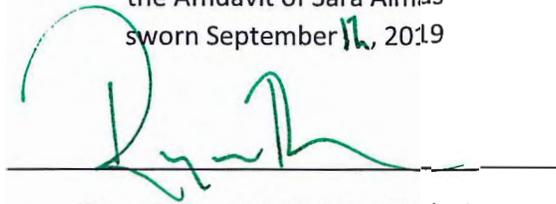


Commissioner for Taking Affidavits
(or as may be)



Sara Almas

This is Exhibit "A" referred to in
the Affidavit of Sara Aimas
sworn September 11, 2019

A handwritten signature in green ink, appearing to be "D. Smith", written over a horizontal line.

Commissioner for Taking Affidavits
(or as may be)

Marjory Leonard

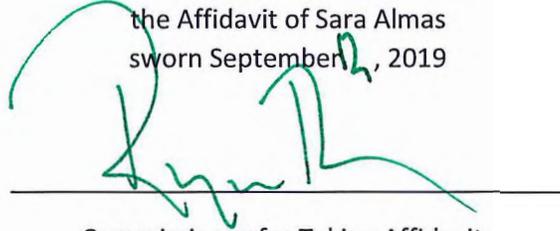
From: Sara Almas
Sent: January 29, 2013 10:19 PM
To: Sara Almas; Ed Houghton; Marjory Leonard; Larry Irwin
Subject: Next Steps! - concerns ...

Importance: High

Sorry -did not mean to have Becky still included on that email (but I know she would completely agree - as I am sure so would some of your departments too)! If an EMT is desired -- regardless the Chair would be the presumed CAO in the publics preception (and staffs). I am not sure if I can commit more than what I am doing now! I am trying so hard to keep up with everything and cannot afford any mistakes as the Clerk and for my family(as everyone is replaceable)I really appreciate Ed's role - as the Acting CAO it has been so important!! I am sure Ed and us all realize how important HE has been! (hence Ed's personal and professional responsibilities being compromised) Can we discuss tomorrow ... i am very sorry to bring this up now -- but I feel we need to discuss before any decisions are made.

S

This is Exhibit "B" referred to in
the Affidavit of Sara Almas
sworn September 12, 2019

A handwritten signature in green ink, appearing to be "Sara Almas", is written over a horizontal line. The signature is stylized and cursive.

Commissioner for Taking Affidavits
(or as may be)

**BY-LAW No. 2006-42
OF THE
CORPORATION OF THE TOWN OF COLLINGWOOD**



A BY-LAW TO PROVIDE FOR THE PURCHASE OF GOODS AND SERVICES

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BY-LAW No. 2006-42
OF THE
CORPORATION OF THE TOWN OF COLLINGWOOD



A BY-LAW TO PROVIDE FOR THE PURCHASE OF GOODS AND SERVICES

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF COLLINGWOOD HEREBY ENACTS AS FOLLOWS:

1.0 DEFINITIONS

In this By-Law:

- a) *"Bid"* shall mean (i) a specific price for specific works or (ii) where appropriate, a proposal;
- b) *"Bidder"* shall mean anyone who submits a Bid or proposal in response to the issue of a Tender;
- c) *"Buyer"* shall mean a Purchasing Manager or employee of the Town who has been designated by a Department Head to procure Goods and Services for the Town;
- d) *"Clerk"* shall mean the Clerk of the Town of Collingwood appointed pursuant to then applicable governing municipal act, or in his absence, the Deputy-Clerk or such other person designated by the Council by resolution for the purposes of this By-law;
- e) *"Contract"* shall mean a written agreement authorized or ratified by the appropriate authority and executed by the appropriate authority;
- f) *"Department Head"* refers to the individual who is accountable for the budget and responsible for the operations of any single department or division within the Town;
- g) *"Emergency"* shall mean a situation, or the threat of an impending situation, where serious delay may affect the life, safety, health/or welfare of the general public, cause damage to the environment or to the property of the residents of the Town, or to prevent serious damage, disruption of work, or to restore or to maintain essential service to a minimum level;
- h) *"Expanded Works"* shall mean approved construction projects in which an unexpected problem arises during construction, which does not expand the scope of the project but is necessary in order to delivery the original approved work;
- i) *"Expression of Interest"* shall mean a call by the Town to suppliers to express interest for the provision of alternate options which cannot be fully defined or specified at the time of the request, and shall include development proposals;
- j) *"Goods and Services"* shall include all supplies, materials, equipment, furniture, fixtures, general maintenance and service construction contracts, construction maintenance, food, drugs and professional services, but does not include real property;
- k) *"His"* shall in all cases mean his or her and *"he"* shall in all cases mean he or she;
- l) *"Inquiry"* shall mean a formal request for a quotation;

- m) *"Prescribed Forms or Forms"* shall mean the standard documents as provided as part of the purchasing procedure guidelines as approved by the Treasurer;
- n) *"Professional Services"* include the services of architects, engineers, designers, surveyors, management and financial consultants, brokers, lawyers, planning consultants, project managers and any other professional and consulting services required by the Town;
- o) *"Public Advertisement"* shall mean an advertisement placed with one or more publications of local circulation, and if appropriate, with the Daily Commercial News;
- p) *"Purchase"* shall mean the acquisition of Goods and Services or any interest therein by purchase, lease, rental or otherwise;
- q) *"Purchasing Manager"* shall mean the individual responsible for ensuring that the purchasing by-law, policies and procedures are consistently applied in the Corporation and who serves as a resource to Departments in support of the purchasing function. In the absence of a Purchasing Manager, the Department Head of the department responsible for the use of the Goods and Services shall be deemed to be the Purchasing Manager;
- r) *"Purchase Order"* shall mean a written offer to procure Goods and Services or a written acceptance of an offer, made on the Town's prescribed form;
- s) *"Purchase Requisition"* shall mean an internal written or online request to the Purchasing Manager to procure goods or services for internal record purposes;
- t) *"Quotation"* shall mean a written request for vendor bids for the supply of goods or services, from selected sources of supply, not opened in public;
- u) *"Request for Proposal"* shall mean a formal request for details on the supply of goods or the provision of services, which cannot be fully defined or specified at the time of the request;
- v) *"Sole Source"* shall mean there is only one known source of supply of particular goods or services;
- w) *"Standing Purchase Order"* shall mean a Purchase Order for a period not greater than two years which establishes prices or a method for determining prices, terms and conditions and the period of time during which a vendor agrees to provide goods or services to the purchaser upon the purchaser's demand;
- x) *"Supplier"* shall mean any company or organization that provides, or has the capacity to provide, certain Goods and/or Services to the Town in accordance with the terms of this By-Law;
- y) *"Tender"* shall mean a formal request for sealed tender bids for the supply of Goods and Services in response to an advertised solicitation that is to be opened in public; for certainty, a Tender may include a request for proposal, an invitation to tender, a request for quotations, and any other document that is generally considered to facilitate the tendering process;
- z) *"Tender Bid"* shall mean any Bid or proposal submitted to the Town by a Bidder pursuant to a Tender;
- aa) *"Time-Sensitive Works"* shall mean works for which the timing to initiate and/or complete the purchase is paramount but the time available to follow normal procedures is insufficient;
- bb) *"Town"* shall mean the Town of Collingwood;
- cc) *"Treasurer"* shall mean the Treasurer of the Town of Collingwood; and
- dd) *"Unsolicited Proposal"* shall mean any submission from any party submitted to the Town on the initiative of that party, not in response to any formal or informal tendering process initiated by the Town, for the purpose of obtaining a contract from the Town.

2.0 POLICY STATEMENT

2.1 General

- a) No expenditure, purchase or commitment shall be incurred or made, and no account shall be paid by the Town for Goods and Services, except as provided in this By-Law or otherwise approved by Council, provided that Council's decisions shall be consistent with all applicable procurement laws, including the provisions of this By-Law;
- b) No contract shall be entered into and no expenditure shall be authorized or incurred unless Council has provided funds for such purpose in the annual budget or agreed to the provision of such funds and no expenditure shall be authorized or incurred in excess of the funds provided;
- c) Department Heads shall ensure that all provisions of this By-Law are complied with in respect of the purchase of Goods and Services for or on behalf of his department whether directly or by use of a consultant; and
- d) Where an Unsolicited Proposal is received by anyone within the municipality, whether elected or non-elected, the Town shall follow the procedure described in the Town's Unsolicited Proposals Guideline.

3.0 ESTABLISHING PRICE RANGE

3.1 Purchase prices shall be obtained as follows:

- **Up to \$1,500** - For any purchases other than those items contained in a Standing Purchase Order, when the amount is less than \$1,500, the Buyer making the purchase shall obtain verbal quotations from more than one supplier, or, they may purchase directly from catalogues, suppliers' lists or through negotiations, upon assuring themselves that all prices offered are fair and equitable;
- **\$1,500 to \$50,000** - For all purchases, when the amount is between \$1,500 and \$50,000, an Inquiry for written Quotation shall be issued on Prescribed Forms;
- **over \$50,000** - By Tender on Prescribed Forms; and
- **all motorized vehicles licensed to travel on a Highway or public road** - By Tender on Prescribed Forms.

3.2 The above prices shall be on a before-tax basis.

4.0 APPROVAL LEVELS

4.1 Formal approval of the annual budget constitutes financial approval to proceed with the purchases subject to any scheduling or priority considerations as may be deemed necessary by Council and in accordance with this By-Law.

4.2 Prior to the passing of the annual operating budget, each Department shall be allowed an interim appropriation of twenty-five percent (25%) of the previous year's approved operating budget, and such interim appropriation shall be deemed to be for routine operating and recurring expenditures or statutory purposes unless otherwise directed by Council.

4.3 Approval Levels:

- **up to \$ 5,000** - By any Buyer or Department Head;
- **up to \$25,000** - By any Department Head; and
- **over \$25,000** - By Council as evidenced by the passing of a resolution or by-law.

4.4 The above approval levels shall be on a before-tax basis.

5.0 INVENTORY

- 5.1 Each Department has the ability to establish inventories to ensure an efficient method of managing the delivery of goods. Minimum and maximum levels shall be established for each inventory item. Purchases in respect of inventory are subject to the provisions of this By-Law.

6.0 PURCHASING PROCEDURES

The following purchasing procedures shall apply to the purchase of Goods and Services:

- 6.1 Subject to any direction that may be given, the Purchasing Manager or Buyer shall decide the method of source selection which shall be employed to obtain the most favourable price, having regard to the nature or importance of the contemplated work, the urgency of the requirement, and general trade practice and market conditions.
- 6.2 Every purchase valued over \$1,500 shall be covered by a Purchase Order, provided that, where possible, three documented quotations have been received (telephone & facsimile are acceptable).
- 6.3 The Purchasing Manager or Buyer is authorized to order Goods and Services to the amount of \$25,000 from such suppliers and upon such terms and conditions as deemed advisable, subject to him/her first obtaining, where possible, three or more prices. In the awarding of a contract, the Purchasing Manager or Buyer shall not be bound to accept the lowest bid and may award to another bidder if, in his discretion, having regard for delivery time, service and quality of goods, that it would be in the best interests of the Town. If delivery time, service and quality of goods are equivalent however, the lowest bid shall be accepted. Verbal quotations shall be recorded on the approved quotation form for this purpose and shall be attached to the initiating purchase requisitions.
- 6.4 A Purchasing Manager or Buyer is authorized to order Goods and Services as to an amount exceeding \$25,000, provided that Council has authorized the purchase by resolution or by by-law.
- 6.5 A Department Head shall be permitted upon resolution or by by-law passed by Council, subject to such conditions as may be imposed, to award contracts in excess of \$25,000 when all of the following criteria have been met:
- 1) there is sufficient approved budget;
 - 2) all procedures for the establishment of pricing in this By-Law have been followed;
 - 3) the lowest tender is accepted; and,
 - 4) where possible, three tenders or more have been received.
- 6.6 Two or more purchase orders shall not be issued for portions of any single items if the total amount of the purchase orders exceeds the amount authorized (see Approval Levels).
- 6.7 Notwithstanding any other requirement of this By-Law, circumstances may arise where competitive tendering is undesirable and a proposed procurement excluded from the requirement to obtain competitive bids, or where direct negotiations are appropriate, provided that such measures are not taken for the purpose of avoiding competition, discriminating against any Supplier, or circumventing any requirement of this By-Law. Such circumstances include the following:
- a) When an Emergency has been declared, a purchase of Goods and/or Services may be made by the Purchasing Manager, or the Department Head (if the two positions are not combined), or his delegate, in the case of an Emergency, in which case the Goods and/or Services shall be acquired by the most expedient and economical means. In all such cases, an information report to Council shall be prepared by the Purchasing Manager, or the appropriate Department Head setting out the nature of the Emergency and the necessity of the action taken as a result.
 - b) Conditions may dictate the conduct of negotiations for the acquisition of Goods and/or Services, provided that the Clerk has received either verbal or written

authorization prior to the start of negotiations with any Supplier. Negotiations may be authorized when any of the following conditions apply:

- a. Goods or Services are judged to be in short supply due to market conditions;
 - b. Where there is only one known source for the Goods or Services (sole source);
 - c. When two or more identical bids have been received;
 - d. Where the lowest bid received meeting specifications is excessive in total cost or substantially exceeds the Town's estimated costs;
 - e. When all bids received fail to meet the specifications or terms or conditions of the bid document and it is impractical to recall the process;
 - f. When a single source is being recommended because it is more cost effective or beneficial for the Town;
 - g. For the extension of a contract that has expired and unforeseeable circumstances have caused a delay in issuing a new tender/request for proposal process;
 - h. A Time-Sensitive situation as defined in section 1 of this By-Law; or
 - i. A situation of Expanded Works as defined in section 1 of this By-Law.
- c) The Town may participate with other governmental agencies or public authorities in cooperative acquisition initiatives when it is in the best interest of the Town to do so, provided any such initiative has been authorized by the Clerk. The policies and procedures of the agency calling the tender or making the request for proposals shall be followed. Each agency shall ultimately issue its own contract and shall be responsible for the remainder of the procurement process (such as ordering, receiving, inspection and payment).

7.0 TENDERS

7.1 The procedures set forth in Appendix "A" shall apply to the purchase of all types of Goods and Services where a Tender is required as determined in Section 3.1 of this By-law.

7.2 In all cases, Tenders shall be coordinated by the Purchasing Manager and administered by the Clerk.

The Purchasing Manager will ensure:

- 1) completeness of documentation;
- 2) advertisements are arranged;
- 3) closing dates and tender openings are scheduled; and,
- 4) vendors contact for information is appropriate.

NOTE: From time to time, based on the nature of the project work, and as directed by the responsible Department Head, a contractor prequalification may be required. When this prequalification applies, contractors must provide the necessary documentation on prescribed forms acceptable to the Town.

8.0 PROCUREMENT / APPOINTMENT OF PROFESSIONAL SERVICES

8.1 Selection of Criteria

In selecting a consultant for the supply of Professional Services, ability, experience in similar type projects, personnel available for the project, reputation, and / or local knowledge shall be considered. Although fees are a consideration, they may not be of prime importance. Selection on a basis of price rather than ability may not ensure the Town of the best or most economical overall solution. Generally there are two methods by which a consultant may be selected:

- 1) by direct appointment; or,
- 2) through a more formal procedure.

8.2 Direct Appointment

Direct appointment is an efficient manner of making a selection for normal or routine projects. By the use of a roster method, the Town is able to employ different consultants, thus matching particular talents to project needs.

The following points shall be considered when appointing a consultant:

- 1) Has the consultant served the Town well in the past?
- 2) Is the consultant known to the Town?
- 3) Has the consultant been recommended?
- 4) Does the Town wish to maintain continuity on a project by appointing a particular consultant?

8.3 Formal Selection Procedure - Closed Selection Procedure

A formal selection procedure is to be used for normal or routine projects where the Town is aware of suitable consultants to undertake the project. This procedure involves proposals and if required interviews with prospective consultants selected from a pre-determined consultant list.

Guidelines to decide which consultant to appoint:

Project Definition

A detailed definition of the project is required so that the consultants will interpret the requirements in a similar manner, making it easier for the Town to make an appropriate selection.

Prepare Consultant List

Develop a list of three to five consultants from personal knowledge and/or experience of the Town.

Request for Proposals

When requesting a detailed proposal, the Town must provide the consultants with the following:

Definition of the project;
Scope of services that are requested; and,
Terms of reference;

The Request for Proposal should ask the consultant to provide detailed information on:

- 1) The staff or study team proposed for assignment on the project;
- 2) Project Methodology;
- 3) Schedule or time frame for the project; and,
- 4) Basis for fees.

Interview Candidate Consultants (optional)

This gives the Town an opportunity to assess the capabilities of the consultant's senior staff and how they interact with the Town staff.

Select Preferred Consultant

Selection should be made on ability, qualifications and experience in similar projects, personnel assigned to the project, reputation, location, knowledge, work load and fees.

Meet with Preferred Consultant

The Town should meet with the preferred consultant to discuss the project in depth, update the terms or reference and agree on compensation for the project.

Approvals

Consulting fees exceeding \$25,000.00 require Council approval.

Execute Agreement

Where the formal selection procedure is used, a contract shall be prepared for the protection of the Town and the consultant.

Notify Unsuccessful Consultants

The Town shall send unsuccessful consultants a written notification of the Town's decision on the choice of consultant.

9.0 DISPOSAL OF SURPLUS

- 9.1 Where any goods or personal property of the Town are declared surplus to the Manager of Purchasing by a Department Head or designate on a surplus declaration form and cannot be used by another Town department, they shall be disposed of by public tender or public auction. If no bids are received, the Manager of Purchasing may dispose of the goods or personal property as deemed to be in the best interest of the Town. This Section shall not apply to goods or equipment traded in on new equipment or returned for credit to original sources of supply.

10.0 EXPENDITURES EXCLUDED FROM THE APPLICATION OF THIS BY-LAW

The following expenditures are excluded from the application of this By-law.

1. Petty Cash Items
2. Training and Education
 - Conferences and conventions, courses, workshops and seminars, memberships and subscriptions, staff training and development
3. Refundable Employee Expenses
 - Advances
 - Meal allowances
 - Travel expenses
 - Hotel accommodations
4. Employer's General Expense
 - Employee, Councillor and Mayor's income including sick leave, severance and retiring allowances
 - Payroll deduction remittances ✓
 - Employee benefit remittances
 - Honorariums
 - Licenses (vehicle, elevator, radio, etc)
 - Debenture payments ✓
 - Payments to local boards
 - Grants to agencies
 - Real property including land, building, leasehold interest, easements, encroachments and licenses
 - Investments
 - Bank charges
 - Mortgage/loan payments
 - Imprest account expenses
 - Property rentals
 - Refunds
 - Fees or charges payable to the federal or provincial government
5. Special Services
 - Legal settlements
 - Witness fees ✓
 - Committee fees ✓
 - Arbitrator fees ✓
 - Appraisal fees ✓
 - Real estate fees
 - Land transfer taxes
 - Registry Office fees
 - Insurance claims ✓
 - Audit fees ✓
 - Revenue collected on behalf of a third party
6. Utilities
 - Postage

Water, sewer and gas charges
 Hydro
 Telephone services
 Cable services

7. Expenses related to an event, which will eventually be recovered in full by a third party.

11.0 DEBRIEFINGS

11.1 Any unsuccessful Supplier may request an opportunity to be debriefed by the Town on the reasons for not being awarded a particular contract, in accordance with the procedure set out in the attached Appendix B, provided that such a request shall not have the effect of delaying the Town's commitment to proceed with the successful Supplier.

11.2 As a prerequisite to protesting an award of a contract made in favour of another Supplier (in accordance with the procedure set out below in section 12), an unsuccessful Supplier shall request an opportunity to be debriefed by the Town, and shall not proceed under section 12 until such time as the Supplier has been debriefed by the Town.

12.0 COMPLAINT RESOLUTION

12.1 Where an unsuccessful Supplier chooses to protest an award of a contract made in favour of another Supplier, such unsuccessful Supplier shall request a meeting with the Buyer and the Clerk. Such request shall be in writing and shall (i) provide a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and (ii) identify the form of relief requested.

12.2 Where, after a meeting with the Buyer and the Clerk, the Supplier is satisfied that its concerns have been addressed and that the purchasing process was conducted in a fair and equitable manner, no further action shall be required. Documentation in respect of the protest in question shall be maintained by the Buyer for future reference.

12.3 Where, after a meeting between the Supplier, the Buyer and the Clerk, the Buyer and the Clerk conclude that the purchasing process was materially flawed, for any reason, the Buyer and the Clerk shall issue a report to the Chief Administration Officer for his approval recommending corrective action.

12.4 Where, after a meeting between the Supplier, the Buyer and the Clerk, the parties fail to achieve a mutually satisfactory resolution, the Supplier may request an opportunity to present its case to the Chief Administration Officer, who will hear the Supplier and make a recommendation to Council for approval, provided that the Supplier's request shall be in writing.

12.5 Where, after a meeting between the Supplier and the Chief Administration Officer, the parties fail to achieve a mutually satisfactory resolution and the Supplier indicates or suggests that legal proceedings may follow, the Chief Administration Officer shall contact the Town's legal counsel for advice and direction, which shall be reported to Council if it appears imminent that legal proceedings will result.

12.6 Where any dispute arises during the term of any contract for Goods and/or Services, the complaint mechanism set out in this provision shall apply, provided that the contract manager or other appropriate individual may be substituted for the Buyer.

13.0 OTHER

13.1 When the authority to purchase Goods and Services has been delegated or assigned to a local board, to Municipal Services board, to Collingwood Public Utilities Service Board or to the Ontario Provincial Police forces, either by Council or by statute, the procedures set out in this by-law shall not apply to such purchases, providing that the financing has been approved by Council prior to the commitment of funds.

13.2 No purchase of Goods and Services shall be made by the Town for the personal use of elected or appointed officials or employees of the Town.

13.3 No Goods and Services shall be purchased from an officer or employee of the Town, or from any associate of such officer or employee, unless the extent of the interest of such

officer or employee has been fully disclosed and the purchase has been approved by the Chief Administrative Officer of the Town. For the purposes of this By-law, the term 'associate' of an officer or employee of the Town means as follows:

- a) Any partner of the officer or employee;
- b) Any trust or estate in which the officer or employee has a substantial beneficial interest or as to which the officer or employee serves as trustee or in a similar capacity;
- c) Any relative of the officer or employee, including the officer or employee's spouse, where the relative has the same home as the person;
- d) Any relative of the spouse of the officer or employee where the relative has the same home as the officer or employee; or
- e) Any body corporate of which the officer or employee beneficially owns, directly or indirectly, voting securities carrying more than 10 per cent of the voting rights attached to all voting securities of the body corporate for the time being outstanding.

13.4 Where any other By-law exists which is in conflict with a provision of this By-law, the provision of this By-law shall be deemed to apply.

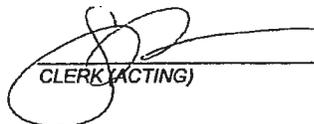
13.5 This By-Law shall be reviewed and update, as appropriate, every three (3) years, following the date of its enactment.

14.0 APPENDICES

14.1 Appendices shall form a part of this By-law.

ENACTED AND PASSED this 10TH day of April, 2006.


DEPUTY MAYOR


CLERK (ACTING)

APPENDIX "A"**PROCEDURES FOR TENDERS**

The following procedure shall be applied to the purchase of Goods and Services.

A. ADVERTISING

Competitive sealed bids/proposals shall be called by Public Advertisement.

B. RELEASE OF INFORMATION TO BIDDERS

Upon the request of a prospective bidder, the Purchasing Manager or Buyer shall supply the following material for each contract:

- (i) one copy of the official Tender Bid form;
- (ii) one standard Tender Bid envelope; and
- (iii) Submission material, e.g. specifications, plans, profiles, etc.

NOTE: When a fee for submission materials/documents is required, it shall be paid to the Town. When a fee is refundable it will be returned when submission materials/documents are returned in good order.

C. RECORDING AND CONTROL OF SUBMISSION MATERIAL

The Purchasing Manager or Buyer shall maintain a list of prospective bidders for issuing submission material / documents.

NOTE: It is essential that names and addresses are recorded when bids are released to facilitate distribution of addenda and when necessary, to extend or cancel a contract under call.

D. CHANGES**1) Preparation of an Addenda**

Interpretations should be made in reply to queries from potential Bidders only, in the form of a written addendum. When it becomes necessary to revise, delete, substitute or add to specifications for a contract under call, the Purchasing Manager or Buyer shall coordinate the issuance of an addendum or cancel the tender process.

2) Notification of Addenda to Potential Bidders

A copy of each addendum shall be forwarded to each potential Bidder who obtained bid forms for the contract. A copy of the addendum notice shall also be stapled to each bid form not yet distributed.

E. CANCELLATION**1) Notification to Potential Bidders of Cancellation of Contract**

Each potential Bidder who received bid documents shall be notified of the cancellation of the Tender.

2) Return of Submissions on Cancellation of Contracts

When a Tender is cancelled, no bids will be accepted. Any submission inadvertently received shall be returned unopened to the potential Bidder by hand or by registered mail, with a covering letter.

F. EXTENSIONS OF TIME FOR TENDER**1) Notification to Potential Bidders of Extension of Time**

Each potential Bidder who received documents shall be notified of the extension of the closing date to receive Bids.

2) **Disposition of Tender Bids When Closing Date Has Been Extended**

When the closing date for receiving bids has been extended, tender bids already received shall be handled as follows:

- (a) If the extension of time is four weeks or less, the Bidder shall be advised that his bid will be returned upon request; and,
- (b) If the extension of time is more than four weeks, all Bids shall be returned unopened.

For this section, all communications shall be in writing.

G. SUBMISSION REQUIREMENTS

1) **Tender Bid Requirements**

All Tender Bids shall either be mailed or delivered to the Clerk.

Tender Bids are required to conform to the conditions listed below:

- (a) The Prescribed Form for the Bid, as supplied by the Town, must be used and in the possession of the Clerk, on or before the designated Closing Date and Time. **TENDER BIDS RECEIVED AFTER CLOSING TIME WILL NOT BE CONSIDERED.** (Additionally, facsimile submissions will not be considered);
- (b) The Tender Bid must be legible, written in ink or typed, with the unit price for each item and other entries clearly shown, unless the bid form specifically permits otherwise.
- (c) The Tender Bid must not be restricted by a statement added to the Tender Bid form or a covering letter, or must not have alterations to the Tender Bid forms, unless requested by the Town;
- (d) Adjustments by telephone, facsimile or letter for a bid already received, will not be considered. A Bidder desiring to make adjustments to a Bid must withdraw the submission and / or supersede it with a later Bid;
- (e) The return envelope supplied by the Town must be used for bidding purposes without any extra exterior covering. Provision shall be made on the envelope for the bid number and the name and address of the Bidder;
- (f) The submission form must be signed and initialled in the space(s) provided on the form, with the signature of the Bidder, or of a responsible official of the Bidder. If a joint Bid is submitted, it must be signed on behalf of each of the Bidders, and if the signing authority for both Bidders is vested in one individual, he shall sign separately on behalf of each Bidder. In the case of an incorporated company, the corporate seal must be affixed on the bid form. Contract bid form(s) must be submitted under the name of a Bidder (group of contractors / suppliers) who has (have) been approved as having the required rating for the contract being bid;
- (g) Erasures, overwriting or strike-outs must be initialled by the person signing on behalf of the Bidder;
- (h) Tender Bids must be accompanied by a certified cheque, bank draft or money order, made payable to the Corporation of the Town of Collingwood, equal to or greater than the amount specified in the submission, **AND MUST BE ENCLOSED IN THE SAME ENVELOPE AS THE TENDER BID.**
- (i) It is a condition of all Tenders that proof of bonding in a form acceptable to the Clerk must be furnished before a contract is awarded, no later than 10 days following contract award.

2) **Deposit Requirements**

Unless otherwise specified, the refundable deposit requirements for submissions shall be as follows:

TOTAL AMOUNT OF TENDER BID MINIMUM DEPOSIT REQUIRED

- \$50,000 or less 5%
- over \$50,000 10%

The form for Tender deposits shall be either a certified cheque, bank draft, or money order issued by an approved Guarantee Company properly licensed in the province of Ontario, on Canadian Construction Documents Committee (CCDC) bond forms acceptable to the Town.

A Tender deposit cheque is not required for the supply of materials or for work or the supply of equipment.

3) Failure to Observe Tender Bid Requirements

If any of the mandatory Tender Bid requirements have not been met, the Bid shall be rejected. Where any discretionary Tender Bid requirements have not been met, the Bid shall be treated in accordance with the evaluation or other criteria set out in the specific Tender. Where any administrative requirement of the Bid has not been met, the Bid shall be considered to be an Improper Bid and dealt with as set out in Section J.

4) Submission Material

The requirements of Sections G (1) and G (2) shall be included as part of the submission material.

H. RECEIVING OF TENDER BIDS

1) Submission Box

A locked box shall be maintained under the control of the Clerk, for the reception and safekeeping of Tender Bids.

2) Time and Date Stamping and Recording of Tender Bids

When a Tender Bid is received, the envelope shall be time and date stamped. If a time stamp is not available, the time received shall be noted in ink and initialed by the Clerk or his designate. Receipt of each bid shall be recorded. Submissions shall be deposited unopened in the proper locked submission box. The Bids shall be deemed received when the envelope has been stamped with the time and date of receipt by the Clerk.

3) Late Submissions

Regardless of the time a Tender Bid is received, the envelope shall be time and date stamped. If the Tender Bid is for a contract already closed, it shall be returned unopened to the Bidder. If a Tender Bid is to be returned by mail, it shall be accompanied by a covering letter.

If a late Tender Bid is received without a return address on the envelope, it shall be opened, address obtained and then returned. The covering letter should state why the envelope could not be returned unopened.

4) Action on Correspondence Pertaining to Adjustments, Corrections or Restrictions to a Tender Bid

Any correspondence by a Bidder that purports to amend, adjust, correct or otherwise restrict the scope of a Bidder's submission that has been received by the Town shall not be considered by the Town. Where any such correspondence occurs before the closing of the bids, the Town shall advise the Bidder of the submission withdrawal procedures.

I. WITHDRAWAL OF BIDS

1) Withdrawal of Bids Prior to Closing

A Bidder who has submitted a Tender Bid, may request that it be withdrawn. Adjustments or corrections to a submission will not be allowed. The withdrawal shall be allowed if the request is made prior to the closing time for the contract to which it applies. Withdrawal requests must be directed to the Clerk by letter, facsimile or in person. Telephone requests shall not be considered. When withdrawals are made in person, the Clerk shall obtain a signed withdrawal confirming the details. If the person is other than a Senior

Official of the Bidder and for letter of facsimile withdrawals, the authenticity of the request must be confirmed by telephoning a responsible Official of the Bidder.

Withdrawal requests received after the contract closing time will not be allowed. The Bidder concerned shall be informed that the withdrawal request arrived too late for consideration. However, when the bids are read out at the bid opening, and if it is the lowest bid on a contract, the Bidder may then proceed in accordance with Section I 3).

2) Opening of Submissions

- (a) Public Opening of Submissions
Openings shall be open to the public.
- (b) Action to "Unknown" Bids at Opening
Any Bid that does not have the contract number on the envelope shall be opened and placed with its appropriate group.
- (c) Action on Correspondence found Enclosed in Submission Envelope
If correspondence is found enclosed with a Bid in the envelope which qualifies the Bid in any way, that submission shall be considered improper and shall be rejected. The formality surrounding the rejection of the Bid shall be the responsibility of the Clerk.
- (d) All Bids Received Must be Accounted For
When Bids have been opened and sorted, the Clerk shall check the Listing of bids received, and the number opened to ensure that all submissions are accounted for. If a discrepancy occurs, the opening proceedings shall be delayed until all Bids have been accounted for.
- (e) Reading Out of Bid Amounts, and Listing of Information
When all Bids have been accounted for, the Clerk shall announce for each project, the Bid number, and the number of Bids received, the name of the Bidder and total Bid amount, simultaneously recording the name of each Bidder, the Bid amount and the deposit cheque amount on a Bid opening form.
- (f) More Than One Submission Under Same Name
During the reading out of Tenders the Clerk shall check for more than one Bid under the same name (without a notice of withdrawal). If this situation occurs, each Bid shall be documented and referenced in a manner as "A", "B", "C", etc., and shall be dealt with as normal Bids.

3) Checking Bids

The submissions will be checked to determine whether,

- (i) all requirements have been met;
- (ii) all unit prices have been correctly extended; and,
- (iii) the extensions have been correctly totalled.

J. AWARD PROCESS

1) Basis of Decisions on Acceptance or Rejection of Improper Tender Bids

The decision as to whether an Improper Bid shall be accepted or rejected shall be based upon whether the Bid is sufficiently clear that the matter can be clarified without amending the Bid.

Care shall be exercised by the Clerk and the Department Head involved to ensure that Improper Bids are handled in a manner that is fair to other Bidders as well as to the public. The following are guidelines only, intended to illustrate some of the issues that commonly arise:

- (a) Late Tender Bids must be rejected and will not be considered.
Tender Bids Not Completed in Ink or typed - must be rejected.
- (b) Incomplete Tender Bids
Part tender bids or incomplete Bids must be rejected.

- (c) Qualified Tender Bid
If a Bid is restricted or qualified by a statement added to the Bid form or a covering letter, or alterations are made to the Bid form, then the Bid must be rejected.
- (d) Tender Bid Not Signed
Tender Bids that are not properly signed and sealed must be rejected.
- (e) Erasures, Overwriting or Strikeouts Not Initialled
Bids where erasures, overwriting or strikeouts have not been initialled must be rejected.
- (f) Mathematical Errors
Tender Bids containing mathematical errors that have been corrected, may be accepted. Tender Bid unit prices shall ordinarily be used to correct extensions.
- (g) Deposit not Submitted or of Insufficient Amount
If a certified cheque, bank draft or money order (if required) is not submitted, the Tender Bid must be rejected.
- (h) Agreement to Bond
If an agreement to bond is not submitted when required, the Tender Bid must be rejected.

2) Tie Bids

Tie Bids are those that are identical in price where the price is the determining factor. Tie Bids will be treated by attempting to identify qualitative factors between the Bids that may generate a benefit to the City from one Bidder and not the other(s). Such factors include, but are not limited to, the following:

- Will an earlier proposed delivery date for the Goods and/or Services provide a benefit to the Town?
- Does one Supplier have a proven track record of contracting with the Town that can legitimately justify giving such a Supplier additional consideration?
- Does one Supplier's Bid show that such a Supplier is prepared to assume a higher level of responsibility?
- Is there a difference in the quality of the Goods and/or Services proposed to be provided by the Suppliers?

Where the Bids are equal in every respect, the Town shall attempt to split the award between the Suppliers, provided that doing so is in the best interest of the Town.

Where the Bids are equal in every respect and where splitting the award would not be in the best interest of the Town, the Town may use one of the following methods, based upon the specific circumstances:

- Use a coin toss to select the successful Bidder;
- Request that the tied Bidders submit new Bids; and
- Directly negotiate with the tied Bidders to break the tie.

3) Notification of Acceptance of Submission

Upon the award of the contract, the Purchasing Manager or Buyer shall notify all unsuccessful Bidders of the award to the successful Bidder and the name of the successful bidder.

4) Disposition of Deposit Cheques

Following the award of the Contract, all deposit cheques and/or bid bonds, other than the low and second low bids, shall be returned to the applicable Bidders by the Purchasing Manager or Buyer, and all original submission forms shall be retained on file.

5) Execution of Contract

Where a Town Contract is required, a selected Bidder shall be allowed ten (10) working days, or as many days as are identified by the Town, between the date of mailing the Form of Contract, and the date the executed Contract must be returned to the Clerk. Copies of the executed Contract will be distributed to the appropriate Department Head.

No work shall proceed until the Contract is executed by all parties and the necessary securities are filed with the Town.

6) Action on Acceptance of Contract

When copies of the executed Contract are returned and found acceptable to the Purchasing Manager or Buyer, the Tender Bid Deposits of the second low Bidder, or second highest ranking Bidder shall be returned by registered mail. The Tender Bid Deposit of the successful Bidder will be returned by regular mail, once the necessary security documentation is received. This documentation includes, 50% Performance Bond and 50% Labour and Material Bond, or as otherwise stipulated in the Contract, or 100% of the amount of the bid in cash or certified cheque, Certificate of Insurance, with coverage to a minimum of \$2 million and naming the Corporation of the Town of Collingwood and its Managers or sub-contractors as additional insurers, and Workplace Safety Insurance Board (WSIB) Clearance Certificate.

K. NO WORK SHALL COMMENCE UNTIL THE ABOVE HAS BEEN SATISFIED

Bonding Requirements

When stipulated in the Contract, the Town typically requires a Performance Bond and a Labour and Materials Bond for 50% each, of the Bid, or other amounts when conditions warrant, issued by an approved Guarantee Company properly licensed in the province of Ontario, on Canadian Construction Documents Committee (CCDC) bond forms acceptable to the Town, or 100% of the amount of the bid in cash or certified cheque. There may be instances where it is desirable to obtain bonding to the extent of 100% of the bid amount to be determined on the recommendation of the Department Head in consultation with the Treasurer. These securities must be furnished by the contractor before the contract can be executed.

In its discretion, the Town may stipulate in its Tender that Contract performance shall be assured by the provision of a Letter of Credit for 100 percent of the value of the Bid amount.

Action When Successful Bidder Does Not Finalize Contract

If a Contract is to be awarded and the selected Bidder fails to sign the Contract or to provide the necessary security within the specified time, the Purchasing Manager may grant additional time to fulfill the necessary requirements or may recommend to Council, in consultation with the Department Head involved, one of the following;

- (i) that the Contract shall be awarded to the next lowest bidder, or the next highest ranking Bidder; and,
- (ii) that the Contract shall be cancelled.
- (iii) in appropriated circumstances, that legal action is taken against the selected Bidder.

In any of the above cases , the Tender Bid Deposit of the low Bidder or next highest ranking Bidder shall be forfeited.

Purchase Order

A Contract for the purchase of goods shall be confirmed by the issuing of a Purchase Order.

APPENDIX "B"**PROCEDURE FOR DEBRIEFINGS**

Pursuant to section 11 of this By-Law, the following procedure shall apply to the conduct of Supplier debriefings by the Town.

A. TIMING**1) Request for a Debriefing**

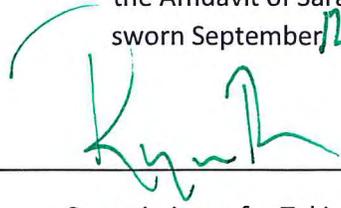
A request for a debriefing should be made by an unsuccessful Supplier within 30 day of being notified by the Town of contract award.

2) Provision of a Debriefing

Debriefing shall occur only after a contract is awarded, within 15 days of the date on which the unsuccessful Supplier's request is received in writing by the Town.

B. LOCATION AND FORMAT**1) Debriefing is to be conducted either by handwritten letter, by telephone conversation, or by face-to-face meeting.****2) Face-to-face debriefing sessions shall be held at the Town's premises.****C. CONTENT****1) Unsuccessful Suppliers shall not use the debriefing to change the decision of the Town or otherwise reopen the award procedure.****2) Only submissions made by the unsuccessful Supplier shall be discussed at a debriefing.****3) Debriefing shall be chaired by the Buyer.****4) Debriefing shall not be delegated to individuals with the unsuccessful Supplier who do not have the necessary experience or sensitivity to carry out the interview successfully.****5) Where possible, each debriefing session shall last no longer than 1 hour.****6) Only references to the assessment of the evaluation criteria listed in the unsuccessful Supplier's proposal shall be made.****7) The Town shall explain where the unsuccessful Supplier's proposal ranked in the final scoring, but not in relation to other specific proposals.****8) The Town shall note the strengths of the unsuccessful Supplier's proposal and highlight where the proposal scored well.****9) Where appropriate, the Town shall provide advice on how the unsuccessful Supplier can improve its scoring in future submissions.****11) If the debriefing is conducted by telephone conversation, the Town shall send a follow-up letter confirming that the Supplier's questions were answered.**

This is Exhibit "C" referred to in
the Affidavit of Sara Almas
sworn September 12, 2019

A handwritten signature in green ink, appearing to be "K. Smith", written over a horizontal line.

Commissioner for Taking Affidavits
(or as may be)

UNSOLICITED PROPOSALS GUIDELINE
of
THE CORPORATION OF THE TOWN OF COLLINGWOOD



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1. INTRODUCTION

1.1 By its Procurement By-Law No. 02-127, The Corporation of the Town of Collingwood (the Town”) is committed to

- (a) Ensuring that the Town’s requirements are met through a purchasing process that is open, fair and transparent;
- (b) Ensuring that the purchasing process provides the highest possible value to the Town;
- (c) Ensuring that all proponents have a reasonable opportunity to participate in the Town’s business opportunities; and
- (d) Conducting its purchasing activities in a way the meets all legal requirements while being accountable to the public.

1.2 While the Town is generally committed to an open, competitive tendering process, it also encourages originality and initiative in its purchasing practices and is interested in promoting thoughtful, non-traditional, value added approaches to the management of the Town’s operations and service delivery. As a result, the Town welcomes unsolicited proposals by private sector suppliers.

A robust process is an integral element to the success of unsolicited proposals. Where an unsolicited proposal is accepted and the proposed solution implemented, the process must be fair and be seen to have been fair, by taxpayers and by the supplier community. Similarly, where an unsolicited proposal is not accepted, either because it was ultimately ruled out for any reason or it failed to generate any interest, the process followed must have been fair and be seen to have been fair. The document is intended to provide guidance to those who might be interested in submitting an unsolicited proposal to the Town.

1.3 The Town recognizes that a proponent may put a great deal of time and effort in preparing its proposal and that significant cost may be incurred as a result. The Town will not be responsible for any proponent’s costs in the preparation, evaluation, and negotiation of any unsolicited proposal.

1.4 The Town reserves the right to consider and reject any unsolicited proposal at its sole discretion, without suffering any liability or damage. The Town further reserves the right to compete the idea or concept which is at the core of the proponent’s proposal, provided that the proponent’s confidential information will not be disclosed.

1.5 Potential proponents should note that budget allocations are not set aside for the funding of unsolicited proposals and that to succeed unsolicited proposals must compete with other program and Town priorities. Notwithstanding its significant

merits, an unsolicited proposal may be rejected for any reason, including budgetary considerations.

2. DEFINITION

2.1 An unsolicited proposal is a proposal submitted to a Department of the Town for the purpose of obtaining a contract and which is not submitted in response to a formal or informal request by the Town. At a minimum, to be considered valid an unsolicited proposal must

- satisfy a significant Town need or problem;
- be innovative and unique (meaning that the proposal cannot offer to provide routine goods and/or services);
- have been developed independently by the proponent, without any assistance from the Town or any of its advisors;
- include sufficient detail – dealing with the service delivery, technical and economic issues – so that the Town can adequately assess the merits of the proposal, and whether the proposed goods and/or services will contribute a benefit the Town’s service delivery obligations, or support other public service considerations; and
- be sufficiently convincing that it will provide the Town with a defensible rationale for circumventing the normal competitive procurement process.

2.2 An unsolicited proposal does not include any of the following:

- any advertising/promotional material, including any material that presents a supplier’s products, services or potential capabilities;
- a contribution by a supplier, including any concept, suggestion, or idea, which might be of some interest to the Town, but which is presented in a way that fails to meet the requirements set out above.
- any technical correspondence, including a written request for information regarding the Town’s interest in any service delivery program or potential service delivery program, any pre-proposal discussion or exploration and any other written technical inquiry.

3. PROCESSING UNSOLICITED PROPOSALS

Procedure

3.1 The consideration of an unsolicited proposal by the Town involves the following procedures:

- Departmental review and recommendation,
- Review by an Ad hoc Committee of senior administrators, including the Chief Administrative Officer,
- Approval by the Town’s Council.

Departmental Review

- 3.2 When a Department receives an unsolicited proposal that it may wish to sponsor, the Department will examine the unsolicited proposal to satisfy itself that the proposal, at a minimum, appears
- to satisfy a significant Town need or problem;
 - to be innovative and unique; and
 - to have sufficient merit to warrant moving to the next step.
- 3.3 In addition to the above required criteria, the sponsoring Department will recommend against the further consideration of an unsolicited proposal where (i) the proposal resembles an upcoming competitive procurement or (ii) the costs of the proposed project exceeds the financial means of the sponsoring Department.
- 3.4 A favourable initial review by the sponsoring Department does not imply an intention to award a contract without providing for an open competition.
- 3.5 Where the above criteria are satisfied, the sponsoring Department must identify the potential funding that will be allocated to support the proposed project. The Department will document its assessment of the areas in which the proposal identifies issues or problems that the Department has not previously considered.
- 3.6 While no specific timeframe is set for each phase of the evaluation process, the sponsoring Department will make reasonable efforts to provide regular, informal status updates to the proponent, recognizing that complex proposals will require a considerable amount of time to evaluate.
- 3.7 Within the context of the initial review process, the sponsoring Department will come to a conclusion on whether it wishes to recommend proceeding to a more detailed consideration of the proposal, or if it should discontinue the process at this stage. Where the process is discontinued, the sponsoring Department will advise the proponent of its decision, providing a brief explanation for its conclusion.

Review by Ad hoc Committee

- 3.8 Where a sponsoring Department has recommended further consideration of an unsolicited proposal, a committee composed of at least five members of the Town's senior management group, including the Chief Administrative Officer (the "Ad hoc Committee"), will meet to further consider the proposal's merits.
- 3.9 Where the unsolicited proposal satisfies all of the requirements set out in section 2.1, above, the Ad hoc Committee may make a recommendation to Council regarding acceptance of the proposal by Council.
- 3.10 Where there is some question whether the proposal satisfies the requirements set out in section 2.1, the Ad hoc Committee may provide the proponent with an opportunity to submit such additional information as may be requested by the Ad hoc Committee. Where appropriate, and provided that the terms of the proposal are not materially altered, the Ad hoc Committee may enter into discussions with the proponent to clarify aspects of the proposal. Such discussions will typically

focus on costing considerations, implementation details, and project management concerns.

- 3.11 Where the proposal does not satisfy the requirements set out in section 2.1, the Ad hoc Committee will advise the proponent of its decision, providing a brief explanation for the basis of the Ad hoc Committee's conclusion.

Decision of Town Council

- 3.12 Where an unsolicited proposal is approved by Council pursuant to a recommendation by the Ad hoc Committee, the Ad hoc Committee will develop a timetable setting out the steps to be followed in negotiating an agreement in respect of the project described in the proposal.
- 3.13 Where a decision is made by Council not to proceed with an unsolicited proposal, the sponsoring Department will advise the proponent of Council's decision, providing a brief explanation for the basis of Council's conclusion.

4. SUBMISSION OF AN UNSOLICITED PROPOSAL

- 4.1 Unsolicited proposals must be signed by a representative of the proponent organization authorized to commit the organization. Normally, an unsolicited proposal will be submitted to the Department that the proponent has identified as the appropriate sponsor for the project being proposed. The sponsoring Department may then initiate a review of the proposal received.
- 4.2 Where a proponent is uncertain of the appropriate sponsoring Department, or there is more than one potential sponsor, the proponent may submit the unsolicited proposal to the Department of its choice, which will be responsible to transfer responsibility to the appropriate Department.

5. PROPOSAL FORMAT

- 5.1 An unsolicited proposal submitted to the Town must include the following information, in the order in which the requirements appear:
- Proponent profile
 - Objectives and outcomes
 - Basic requirements and project approach
 - Project scope and timeframes
 - Deliverables and work plan
 - Departmental responsibilities
 - Special considerations (for example, a proposal that includes any social or economic policy considerations)
 - Pricing and benefit/risk sharing
 - Proposed contractual terms

6. FREEDOM OF INFORMATION – DISCLOSURE

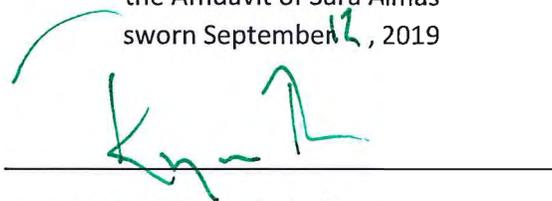
- 6.1 An unsolicited proposal submitted to the Town will be considered to be the property of the Town, and its contents subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter M.56 (*MFIPPA*).
- 6.2 The proponent consents to the Town's collection of the information included in its submission for the purposes of this Guideline. Information provided by a proponent may be released in accordance with *MFIPPA*.
- 6.3 A proponent should identify any information in its submission or any accompanying documentation for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except where an order by the Information and Privacy Commission or a court requires the Town to do otherwise. The proponent consents, pursuant to section 17(3) of *MFIPPA* to the disclosure, on a confidential basis, of this submission by the Town to the Town's advisors retained for the purpose of advising on the proponent's unsolicited proposal.

7. CONTACT

- 7.1 For any inquiry regarding the Town's Unsolicited Proposals Guideline, please contact Clerk's Services at 705-445-1030 or by mail at:

P.O. Box 157,
97 Hurontario Street,
Collingwood, Ontario
L9Y 3Z5

This is Exhibit "D" referred to in
the Affidavit of Sara Almas
sworn September 12, 2019

A handwritten signature in green ink, consisting of several loops and a long horizontal stroke, positioned above a solid black horizontal line.

Commissioner for Taking Affidavits
(or as may be)

Message

From: Sara Almas [/O=TOC/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=SALMAS]
Sent: 6/12/2012 5:25:41 PM
To: Ed Houghton [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=ehoughton]
Subject: Re: Centennial Pool

Could you ask Rick to ask you in an email that all Council and marta sees, to include approx costs for these in our report back to Council. If no one objects, ask Ron or Dave or Dennis to get a couple prices.

An idea??

S

~~~~~  
Sent from Blackberry Mobile Device

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

**From:** Ed Houghton  
**Sent:** Tuesday, June 12, 2012 05:20 PM  
**To:** Sara Almas  
**Subject:** Re: Centennial Pool

I need to delegate! Hmmmmm! Just kidding.

Ed

~~~~~  
Sent from Blackberry Mobile Device

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

From: Sara Almas
Sent: Tuesday, June 12, 2012 05:19 PM
To: Ed Houghton
Subject: Re: Centennial Pool

He really shouldn't be directing you to do this either. What a "pickle!"

Good luck with that one, too :)

S

~~~~~  
Sent from Blackberry Mobile Device

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

**From:** Ed Houghton  
**Sent:** Tuesday, June 12, 2012 05:06 PM  
**To:** Sara Almas  
**Subject:** Fw: Centennial Pool

Here you go. Cover the Centennial Pool and we forget about the Y! why is nothing ever easy!

Ed

~~~~~  
Sent from Blackberry Mobile Device

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

From: Rick Lloyd
Sent: Tuesday, June 12, 2012 03:26 PM
To: Ed Houghton
Subject: Centennial Pool

Hi Ed
Would you get a price for a fabric cover to completely go over the Centennial Pool and building at Heritage Park.

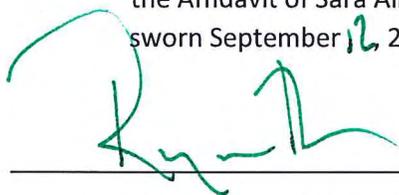
And please get a cost for a fabric building to go over the outdoor ice pad at Central park

Thanks

Rick

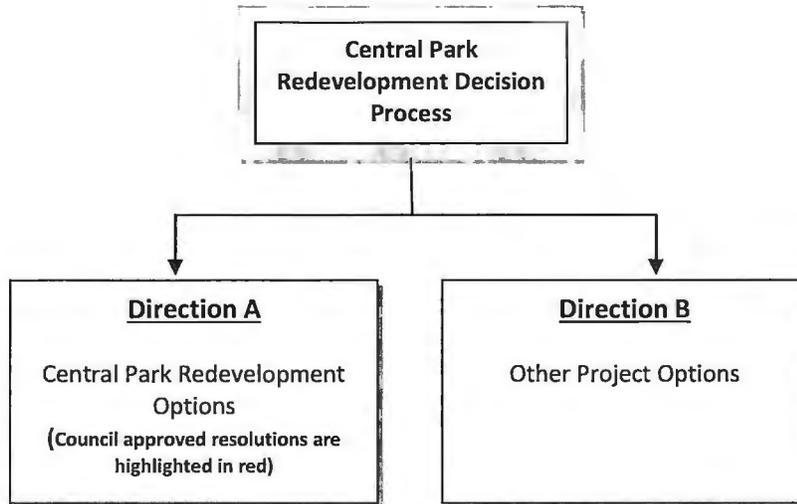
~~~~~  
Sent from Blackberry Mobile Device

This is Exhibit "E" referred to in  
the Affidavit of Sara Almas  
sworn September 12, 2019

A handwritten signature in green ink, appearing to be "R. Smith", written over a horizontal line.

Commissioner for Taking Affidavits  
(or as may be)

**CENTRAL PARK REDEVELOPMENT – COUNCIL WORKSHOP  
MONDAY JUNE 11, 2012  
SUMMARY OF RESOLUTIONS**



This document includes a summary of the resolutions, background and options for consideration.

**DIRECTION "A" RECOMMENDATIONS**

**1. REDEVELOPMENT DESIGN / SCENARIO**

*Continue with the following resolution:*

**THAT Council endorse in principle, the recommended scenario for the redevelopment of Central Park**

IN ADDITION, Council should consider the following:

**AND FURTHER THAT** Council direct staff to obtain architectural/engineering and site plan drawings that would include phasing options for consideration, with priority given to developing an additional ice surface.

ALTERNATIVELY,

**THAT** Council herein rescinds all previous resolutions with respect to the redevelopment of Central Park since 2011. *(requires 2/3<sup>rd</sup>'s support) If approved – go to Direction "B" Options on page 6.*

## **BACKGROUND**

The proposed design recommends a newly integrated facility that would combine existing infrastructure into a multi-use community recreation centre in partnership with the YMCA. The plan suggests that the Town would assume ownership of the new amenities and that the YMCA would contribute toward the project by leading a capital/fundraising campaign and by providing expanded municipal-like aquatic service options for the community on behalf of the municipality, in a cost effective way.

At the recent Council Workshop several questions were raised regarding the YMCA's commitment toward this project. A formal response has been provided by the CEO of the Simcoe/Muskoka YMCA and has been forwarded to Council. It is staff's opinion that this partnership with the YMCA, as proposed, is an efficient way of providing the community with a multi use facility and the community responses from stakeholders and citizens received through this process have been in support of the proposed partnership model, as long as there are opportunities to use the centre without the need for a Y membership.

## **OPTIONS**

As capital funding sources for the full project have not been identified, exploring phasing could be a consideration. To accurately determine the most viable options and associated costs, building construction and site design drawings would need to be completed. These drawings will benefit the success of this project in the following manner:

- Provide clear options to mobilize components of the project immediately, while still maintaining commitment to the overall plan and vision;
- Provide an opportunity to build an associated funding strategy that can include: fundraising, partnerships contributions from other levels of government/grants and allocating internal funding to schedule and complete the entire project;
- This level of design is needed to become "shovel ready" which is a typical requirement of all major capital infrastructure programs.

The overall detailed design development has been conservatively budgeted at 10% of the project cost. Developing the recommended designs and drawings for a "shovel ready" project with phasing options as described above would cost approximately \$550,000, with costs split relatively evenly between Engineering and Architecture expenses. The completed work would include further refinement of concept design, elevations site plan, renderings, room designs, et cetera.

The design costs to develop a project design that could be phased are not expected to be much above those already attributed to this work in the recommended scenario. However, by phasing the construction of the Project it is industry standard to expect significant remobilization/construction cost increases, which have not been accounted for to-date.

## **2. FUNDING STRATEGY / MARKET SOUNDING**

*Continue with the following resolution with new time line commencing August 1, 2012.*

**THAT Council approve the development of a Funding Strategy with recommendations to be presented within 6 months**

**ALTERNATIVELY,**

**THAT Council not proceed with the detailed market sounding at this time and direct staff to continue to explore potential funding opportunities to be deliberated in the 2013 budget process.**

### **BACKGROUND**

Given the significant cost associated with this redevelopment, exploring viable funding options was identified as a critical priority to moving forward. As such, staff recommended that appropriate staff and funding resources be approved for the necessary due diligence to determine realistic allocations through the following potential sources:

- Public Private Partnership (P3) – to identify one or more municipal facilities that the private sector could invest in and bring new revenue to the municipality that could then be allocated toward this project;
- Capital Fund Campaign - local fundraising initiatives and naming opportunities;
- Internal Funding Resources – identify reserve amounts, debenture limits and tax increase limits;
- Federal and Provincial Grants.

### **OPTIONS**

Since we have not confirmed the strategic plan to move forward with the Project, the 6 month timeline for reporting on the funding strategy will need to be reconsidered.

The funding strategy may also be adjusted to eliminate any component(s) which Council would prefer not to proceed with. There have been concerns expressed over P3 projects, and therefore, eliminating this component is another option. The benefit of exploring P3 opportunities is to identify any potential new revenue streams which could be applied to offset the financing costs of the Central Park project or to provide capital funding to the recreation facility project directly. However, as previously discussed, P3 project exploration may not identify viable solutions. To eliminate this or any other portion of the funding strategy a new resolution would need to be passed.

### 3. CREATION OF A PHASE 2 STEERING COMMITTEE

*Continue with the following resolution:*

**THAT Council authorize the establishment of a Phase 2 Central Park Community Recreation Centre Steering Committee.**

**ALTERNATIVELY,**

**THAT Council herein authorize proceeding with a Phase 2 Steering Committee comprised of 2 Council representatives, and other appropriate staff led by a designated Project Manager and the Director of Parks, Recreation and Culture (PRC), with involvement of others as the Steering Committee deem appropriate.**

*Or* **THAT Council rescind the previous decision and not establish a Phase 2 Steering Committee at this time.**

### **BACKGROUND**

As funding is a prime consideration with this project, a Phase 2 Steering Committee was recommended to champion the development of the Funding Strategy. A call was issued to solicit applications from interested citizens with proficient skills and experience in the following areas:

- Economic Development
- Government Relations
- Public Private Partnerships
- Financial Analysis
- Fund Development.

For continuity purposes and integration with other PRC planning initiatives, it was also recommended and approved that the following representatives be included on the Phase 2 Steering Committee:

- Co-Chairs of the original Central Park Re-Development Steering Committee
- Chair of the Parks Recreation and Culture Advisory Committee.

### **OPTIONS**

To date, there has been no action taken to confirm the Phase 2 Steering Committee membership although a call has gone out and applications received. Further consideration of this committee and its function in the context of the status of this project may be reviewed. The benefits of involving a skilled volunteer steering committee include transparency and accountability. The committee is also an appropriate mechanism to support effective communications amongst Council and the community. The key areas which the Committee could provide guidance on include:

- Capital Campaign – fundraising
- Government Relations – Federal and Provincial
- Future Direction for use of Eddie Bush Arena.

Should Council prefer to review the need and/or role for the Phase 2 Steering Committee an amended resolution is required.

#### **4. ESTABLISHING TIMELINES/ACTION FOR OTHER RECOMMENDATIONS**

*Continue with the following resolution:*

**THAT Council authorize staff to develop actions and timelines for all other recommendations as outlined in the Steering Committee report to be presented within 6 months.**

**ALTERNATIVELY,**

**THAT Council defer this resolution until all other aspects of this project have been defined.**

#### **BACKGROUND**

Continuing work on the proposed actions and timelines for all other recommendations outlined in the Steering Committee report would be contingent on the direction of all the above resolutions and the future of this project. As such, this resolution may also need to be adjusted or rescinded.

## DIRECTION “B” OPTIONS

### BACKGROUND

Through the recent Central Park Steering Committee work analysis was undertaken that took into consideration previous studies, needs assessment and feasibility, the development of a 5 year business plan and community feedback in a current context. This analysis continues to be extremely valuable for informing Council on future options. As a result of the recent Council Workshop, numerous other considerations have been raised. These options include, but are not limited to the following:

#### 1. Construct a Single Pad Arena and Retain Eddie Bush Arena:

##### Benefits:

- Two ice pads
- Less construction cost
- Can be developed in a relatively short time
- Can be constructed at Central Park

##### Challenges:

- Need to invest significant money in the Eddie Bush Arena to extend the facility’s lifespan beyond the near-term.
- No efficiencies in separate ice pads
- Additional staffing / overhead
- Does not address the aquatic needs
- If located at Central Park, other infrastructure may be impacted i.e. lawn bowling and ball diamond(s) would likely need to be relocated.
- Leaves the municipality without a Multi-Use Community Recreation Centre

#### 2. Construct a Double Pad Arena that could be Phased:

##### Benefits:

- Two ice pads
- Less construction cost then entire project
- Can be developed in a relatively short time
- Can be constructed at Central Park
- Phased approach could provide future efficiencies
- Eddie Bush Arena could remain in use until a suitable use is determined

##### Challenges:

- Need to invest money in Eddie Bush Arena to extend the facility lifespan for the short term
- No efficiencies in separate ice pads (initially)
- Additional staffing / overhead (initially)
- Does not address the aquatic needs
- If located at Central Park, other infrastructure may be impacted i.e. lawn bowling and ball diamond(s) would likely need to be relocated.
- Leaves the municipality without a Multi-Use Community Recreation Centre

### 3. Construct a 25 metre 6 lane pool at the Central Park YMCA

#### Benefits:

- Addresses expressed demand
- Less construction cost than entire project
- Can be developed in a relatively short time
- YMCA partnership provides best operating option

#### Challenges:

- YMCA will not construct without capital contribution from Town or external funding sources
- Leaves the municipality without a Multi-Use Community Recreation Centre
- Does not address ice rink needs

### 4. Construct a New Therapeutic Leisure Pool at the Central Park YMCA:

#### Benefits:

- Less construction cost than entire project
- Can be developed in a relatively short time
- YMCA partnership provides best operating option

#### Challenges:

- YMCA will not construct without capital contribution from Town or external funding sources
- Leaves the municipality without a Multi-Use Community Recreation Centre
- Does not address ice rink needs

### 5. Addition of a Theatre/Performing Arts Centre to the Proposed Multi-Use Centre:

#### Benefits:

- Will require current assessment

#### Challenges:

- Requires further direction and analysis
- Significantly increases the scope of the Project
- May not fit in Central Park site
- Does not address ice rink or aquatic needs

### 6. Enclose the Outdoor Rink with a Fabric Building:

#### Benefits:

- Two ice pads
- Less construction cost
- Can be developed relatively short term

#### Challenges:

- Requires further investigation to determine feasibility
- Need to invest significant money in Eddie Bush Arena
- No efficiencies in separate ice pads
- Additional staffing / overhead
- Does not address the aquatic needs
- Other infrastructure may be impacted i.e. lawn bowling and ball diamond(s) would likely need to be relocated.
- Leaves the municipality without a Multi-Use Community Recreation Centre

**7. Cover the Outdoor Rink with a Roof Structure:**

**Benefits:**

- Two ice pads
- Less construction cost

**Challenges:**

- Requires further investigation to determine feasibility
- Need to invest significant money in Eddie Bush Arena
- No efficiencies in separate ice pads
- Additional staffing / overhead
- Does not address the aquatic needs
- Other infrastructure may be impacted i.e. lawn bowling and ball diamond(s) would likely need to be relocated.
- Leaves the municipality without a Multi-Use Community Recreation Centre

**8. Cover the Outdoor Pool with a Fabric Building:**

**Benefits:**

- Creates additional year round access to a 25 metre swimming pool
- Expanded programming opportunities for the community

**Challenges:**

- Requires further investigation to determine feasibility
- Current facility is old and requires upgrading to meet contemporary standards
- Additional staffing / overhead
- No operating efficiencies from partnering with the YMCA
- Does not address the additional ice needs
- Leaves the municipality without a Multi-Use Community Recreation Centre

**9. Examine a New Site for a Phased Purpose-Built Multi-Use Facility:**

**Benefits:**

**Challenges:**

- Requires further direction and analysis
- Significantly increases the scope of the Project

**10. No New Recreation Facilities:**

**Benefits:**

- No new significant financial implications

**Challenges:**

- No new or expanded recreation opportunities
- Aging infrastructure requires upgrading and investment

Adding new or different components would require additional architectural/engineering work at the various sites to determine what is possible to construct, where, and the implications to existing infrastructure. Council will need to provide staff with clear direction, and resources, on the priority options to be explored. Much of the research and analysis work completed by the Central Park Steering Committee could be applied to the proposed options, to consider and validate the appropriateness of Council's recommended infrastructure investment.

Further direction will also be required relating to Council's expectations of the Eddie Bush Arena should it remain as an arena. This direction would need to consider:

- Anticipated life expectancy (5, 25 or 50 years) and associated mandatory facility upgrade requirements
- Scale of potential amenity upgrades/improvements
- Type of use (year round vs. winter season only)
- Other potential uses (concerts, festivals, markets, trade shows and events) and associated facility improvements

Should any of these new recommendations be approved additional public/stakeholder engagement may be required as well as the development and costing of conceptual drawings and a 5 year business plan.

## **RESOLUTIONS:**

1. **THAT** Council direct staff to pursue the following recommended options, and develop a project timeline and detailed estimates:

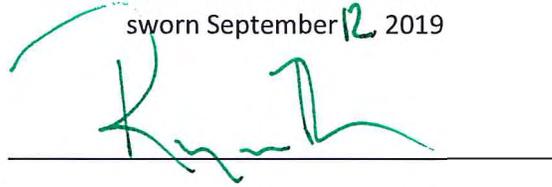
- 1. Construct a Single Pad Arena
- 2. Construct a Double Pad Arena that could be Phased
- 3. Construct a 25 metre 6 Lane Pool at the Central Park YMCA
- 4. Construct a New Therapeutic Leisure Pool at the Central Park YMCA
- 5. Addition of a Theatre/Performing Arts Centre to the Proposed Multi-Use Centre
- 6. Enclose the Outdoor Rink with a Fabric Building
- 7. Cover the Outdoor Rink with a Roof Structure
- 8. Enclose the Outdoor Pool with a Fabric Building
- 9. Examine a New Site for a Phased Purpose-Built Multi-Use Facility
- 10. No New Recreation Facilities

2. **THAT** Council direct staff to include the capital funds needed to upgrade the Eddie Bush Arena in the 2013 budget review.

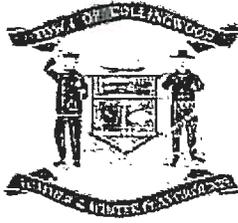
**OR**

3. **THAT** Council direct staff to explore other opportunities for the future use of the Eddie Bush Arena.

This is Exhibit "F" referred to in  
the Affidavit of Sara Almas  
sworn September 12, 2019

A handwritten signature in green ink, appearing to be "R. Almas", is written over a horizontal black line.

Commissioner for Taking Affidavits  
(or as may be)



TOWN OF COLLINGWOOD

**COUNCIL MINUTES**

July 16, 2012

*"Inspire confidence, wonder and a sense of possibility – deliver today's services and realize tomorrow's promise."*

A meeting of Council was held Monday July 16, 2012 in the Council Chambers, Town Hall, Collingwood commencing at 5:00pm.

**MAYOR COOPER CALLED COUNCIL TO ORDER**

**Members of Council Present:**

Mayor Cooper  
Deputy Mayor Lloyd  
Councillor Edwards  
Councillor Lloyd  
Councillor Chadwick  
Councillor Hull  
Councillor West  
Councillor Cunningham  
Councillor Gardhouse

**Staff Present:**

Ed Houghton, Acting Chief Administrative Officer  
Sara Almas, Clerk  
Larry Irwin, Director of Information Technology  
Marta Proctor, Director of Leisure Services  
Marjory Leonard, Treasurer  
Nancy Farrer, Director of Planning Services  
Trent Elyea, Fire Chief

**ADOPTION OF AGENDA**

**No. 311**      *Moved by Deputy Mayor Lloyd*  
                  *Seconded by Councillor Edwards*

*THAT* the content of the Council Agenda for July 16<sup>th</sup>, 2012 be adopted as presented.

**CARRIED**

**DECLARATIONS OF PECUNIARY INTEREST AND/OR RECEIPT OF GIFT (over \$200)**

- Councillor Lloyd declared a pecuniary interest with regard to the Heritage Permits as he is a property owner of one of the buildings listed.
- Deputy Mayor Lloyd stated that he does not have a conflict as per section 4(b) of the *Municipal Conflict of Interest Act* with regard to the discussion of the local improvement within the area of Long Point Road, Lindsay Lane and Madeline Drive.

**ADOPTION OF MINUTES**

**No. 312**      *Moved by Councillor Edwards*  
                  *Seconded by Deputy Mayor Lloyd*

*THAT* the minutes of the regular meetings of Council held June 11<sup>th</sup>, 2012 and June 25<sup>th</sup>, 2012, be adopted as presented.

**CARRIED**

**BUSINESS ARISING FROM THE PREVIOUS MINUTES - Nil**

Brian Saunderson and Clair Tucker-Reid, Co-chairs of the former Phase 1 Steering Committee, addressed Council providing key messages, issues and next steps for Council to consider. Consideration of capital and operating costs was also a concern, requesting Council continue to pursue the recommendations of the Steering Committee.

**CONSENT AGENDA**

**No. 313**      *Moved by Councillor Lloyd*  
                   *Seconded by Councillor Cunningham*

**THAT** the General Consent Agenda, having been given due consideration by Council, be received.

| General Consent Items |                                                                                                                                                       |                                |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| A.1                   | Jon Linton, Director of TCI Management Consultants re: Municipal Governments and Changes to the Ontario Gaming Industry                               | <i>Receive for Information</i> |
| A.2                   | Illustrious Property Management Corp. re: Notice of Petition for Traffic Signal at Gun Club Road and Highway 26                                       | <i>Receive for Information</i> |
| A.3                   | Will Skol and Michelle Zylsk re: Letter Against Proposed Casino                                                                                       | <i>Receive for Information</i> |
| A.4                   | Ontario Heritage Trust re: Nominations for Heritage Community Recognition, Young Heritage Leaders and Community Leadership Programs                   | <i>Receive for Information</i> |
| A.5                   | Ameresco Canada Inc. re: Town of Collingwood Multi Use Recreation Facility                                                                            | <i>Receive for Information</i> |
| A.6                   | Thurst-T's Cycle re: Use of Hydro and Parking lot at Pine and Second Streets for "Rider's with a Message"                                             | <i>Receive for Information</i> |
| A.7                   | F.W. Fisher Foundation re: Civil War Re-enactment at Bygone Days Heritage Village Request for Approval to Discharge Antique Firearms with Town Limits | <i>Direction Required</i>      |
| A.8                   | County of Simcoe re: Draft Proposed Modified County of Simcoe Official Plan                                                                           | <i>Receive for Information</i> |
| A.9                   | Town of Tillsonburg re: Business Tax Capping Reform                                                                                                   | <i>Receive for Information</i> |
| A.10                  | Ministry of Transportation re: Ontario Regulation Amendments for New Alignment, Hwy 26, Wasaga Beach and Collingwood                                  | <i>Receive for Information</i> |
| A.11                  | Rob Armstrong, CEO, YMCA of Simcoe/Muskoka Letter re: Position on the Proposed Central Park Developments                                              | <i>Receive for Information</i> |

**CARRIED**

**A.2**      *Illustrious Property Management Corp. re: Notice of Petition for Traffic Signal at Gun Club Road and Highway 26*

Brian MacDonald, Manager of Engineering Services provided a brief update informing Council that the Town cannot do anything about this request at this time because it is based on requirements as set by the MTO.

**A.10**     *Ministry of Transportation re: Ontario Regulation Amendments for New Alignment, Hwy 26, Wasaga Beach and Collingwood*

Brian MacDonald, Manager of Engineering Services summarized the revised speed limits and pedestrian/cyclist access to be implemented along the Highway 26 corridor between Wasaga Beach and Collingwood.

**A.4**      *Ontario Heritage Trust re: Nominations for Heritage Community Recognition, Young Heritage Leaders and Community Leadership Programs*

Council requested this information be shared as soon as possible as other recipients could be recognized.

A.7 *F.W. Fisher Foundation re: Civil War Re-enactment at Bygone Days Heritage Village Request for Approval to Discharge Antique Firearms with Town Limits*

**No. 314** *Moved by Councillor Lloyd*  
*Seconded by Councillor Cunningham*

**WHEREAS** Council of the Corporation of the Town of Collingwood passed and enacted By-law 94-17, a by-law to regulate the discharge of firearms within the municipality;

**AND WHEREAS** subsection 1(b) of By-law 94-17 exempts special organized firearm activity for which approval has been granted by resolution of Council;

**AND WHEREAS** Bygone Days Heritage Village and the 21<sup>st</sup> Mississippi Civil War Re-enactor Group wish to hold a Civil War Skirmish event July 28 and 29, 2012 at Bygone Days Heritage Village with activities including infantry drills, small scale skirmish, interpretive events and demonstrations by re-enactors on the use of military weaponry;

**THEREFORE BE IT RESOLVED THAT** Council authorize the discharge of antique firearms at Bygone Days Heritage Village on July 28 and 29, 2012 for the purpose of the Civil War Skirmish event.

**CARRIED**

A.9 *Town of Tillsonburg re: Business Tax Capping Reform*

Council inquired to whether it is relevant for the Town to pursue a Business Tax Capping Reform. Marjory Leonard, Treasurer confirmed it would not benefit the Town at this time.

**REPORTS/MINUTES OF COMMITTEES/BOARDS**

**No. 315** *Moved by Councillor Edwards*  
*Seconded by Deputy Mayor Lloyd*

**THAT** the Collingwood Airport Service Board minutes of June 8<sup>th</sup>, 2012 and June 20<sup>th</sup>, 2012 be hereby received.

**CARRIED**

**No. 316** *Moved by Councillor Hull*  
*Seconded by Councillor West*

**THAT** the Parks, Recreation and Culture Advisory Committee minutes of June 20<sup>th</sup>, 2012 be hereby received and the recommendations contained herein be approved.

**Recommending:**

**THAT** Council approve the future site of the labyrinth as the area west of the Arboretum at Harbourview Park, as selected by the Trails Committee.

*Moved by Councillor Chadwick*  
*Seconded by Deputy Mayor Lloyd*

**THAT** Council defer the recommendation until September 2012 when more information is provided.

**DEFEATED**

**No. 316** *Moved by Councillor Hull*  
*Seconded by Councillor West*

**THAT** the Parks, Recreation and Culture Advisory Committee minutes of June 20<sup>th</sup>, 2012 be hereby received and the recommendations contained herein be approved.

**No. 317**      *Moved by Councillor Gardhouse*  
*Seconded by Councillor West*

THAT the Collingwood Heritage Committee minutes of June 21<sup>st</sup>, 2012 be hereby received and the recommendations contained herein be approved.

**Recommending:**

i) THAT the identified Heritage Permits be forwarded to Council for approval:

| <b>Permit #</b> | <b>Location</b>    | <b>Type</b>                                      |
|-----------------|--------------------|--------------------------------------------------|
| 199-2012        | 77-79 Simcoe St.   | Chimney Repair – 2012 Grant Recipient            |
| 202-2012        | 65 Simcoe St.      | Cornice & Trim around door                       |
| 203-2012        | 173 Ste. Marie St. | New roof & Painting                              |
| 220-2012        | 325 Hurontario St. | Painting Trim                                    |
| 234-2012        | 100 Ontario St.    | Repair to Masonry Chimney – 2012 Grant Recipient |
| 237-2012        | 197 Pine St.       | Paint – 2012 Grant Recipient                     |
| 239-2012        | 220 Hurontario St. | Paint                                            |
| 240-2012        | 291 Third St.      | Repair Porch & Paint – 2012 Grant Recipient      |
| 245-2012        | 200 Oak St.        | Verandah Repair – 2012 Grant Recipient           |

**CARRIED**

\*\* Councillor Lloyd removed himself from the table and did not participate in the vote or discussion on the above noted matter with respect to his previously declared conflict.

**STAFF REPORTS**

FFP2012-01    *Compact Utility Vehicle*

**No. 318**      *Moved by Councillor Cunningham*  
*Seconded by Councillor Hull*

THAT Staff Report FFP2012-01, recommending Council award the tender for the supply of one (1) new 2012 Jeep Compass to 6910009 Canada Inc. (Vaughan Chrysler) for the purchase price of \$21,518.00 plus applicable taxes, be approved.

**CARRIED (recorded vote)**

| <u>COUNCIL</u>    | <u>Yea</u> | <u>Nay</u> |
|-------------------|------------|------------|
| Cooper            | ✓          |            |
| R. Lloyd          | ✓          |            |
| Edwards           | ✓          |            |
| K. Lloyd - Absent | ✓          |            |
| Chadwick          |            | ✓          |
| Hull              | ✓          |            |
| West              | ✓          |            |
| Cunningham        | ✓          |            |
| Gardhouse         | ✓          |            |
| <b>TOTAL</b>      | <b>8</b>   | <b>1</b>   |

CPU2012-01    *Local Improvement Long Point Road, Lindsay Lane and Madeline Drive*

**No. 319**      *Moved by Councillor Lloyd*  
*Seconded by Councillor Hull*

THAT Staff Report CPU2012-01, recommending Council award the lowest compliant tender to undertake the installation of local improvements, including the provision of watermain and water services, on Town owned lands on:

| <u>Location</u> | <u>From</u>     | <u>To</u>      |
|-----------------|-----------------|----------------|
| Long Point Road | Brophy's Lane   | End            |
| Madeline Drive  | Long Point Road | End            |
| Lindsay Lane    | Long Point Road | Madeline Drive |

in the amount of \$836,883.60 (excluding HST) as submitted by E.C. King Contracting, with Construction not commencing until a Water Purchase Agreement has been executed between the Town of Collingwood / Collingwood Public Utilities and the Town of The Blue Mountains, be approved.

P2012-16 *Deeming By-law No. 2012-090, File No. D1207212, Owner: Town of Collingwood, Municipal Address: 43 & 45 Braeside Street, Town of Collingwood, County of Simcoe*

**No. 320** *Moved by Councillor Chadwick  
Seconded by Councillor Lloyd*

*THAT Staff Report P2012-16, recommending Council enact and pass Deeming By-law No. 2012-090, to deem the lots owned by the Leone Rawte at 43 & 45 Braeside Street, a single parcel, be received.*

**CARRIED**

**No. 321** *Moved by Councillor Chadwick  
Seconded by Councillor Lloyd*

*THAT By-law 2012-090, being a by-law to designate a Plan of Subdivision, or part thereof, not to be a Registered Plan of Subdivision for the purposes of Subsection 50(3) of the Planning Act, hereby deeming the lots owned by the Leone Rawte at 43 & 45 Braeside Street as a single parcel, be enacted and passed this 16<sup>th</sup> day of July, 2012.*

**CARRIED**

P2012-27 *Site Plan Control Agreement, Owner/Applicant: 1540135 Ontario Inc., Project Name: Dwell at Creekside, Block 218, 51M-889, Civic Address: 1 Chamberlain Crescent, Town File No. D11312*

**No. 322** *Moved by Councillor Lloyd  
Seconded by Councillor Chadwick*

*THAT Staff Report P2012-27, recommending Council enact and pass an Authorizing By-law which allows for the execution of a Site Plan Control Agreement, as generally set out in Appendix C, for the 35 unit condominium apartment development known as Dwell at Creekside, be received.*

**CARRIED**

**No. 323** *Moved by Councillor Lloyd  
Seconded by Councillor Chadwick*

*THAT By-law 2012-088, being a by-law to authorize the execution of a Site Plan Control Agreement for the condominium apartment development commonly known as Dwell at Creekside located at 1 Chamberlain Crescent, Collingwood between Harbour Lands Development Inc., The Corporation of the Town of Collingwood, COLLUS Power Corp. and Collingwood Public Utilities Service Board, be enacted and passed this 16<sup>th</sup> day of July, 2012.*

**CARRIED**

P2012-28 *Part Lot Control Exemption By-law No. 2012-087, Pretty River Estates (Liberty) Subdivision, Applicant: Delpark Homes (Collingwood) Limited, Address: 37 Hughes Street, Part 1, Plan 51R-37436, (Part of Block 137, Registered Plan No. 51M-945), Town of Collingwood, County of Simcoe, Town File No. D1206212*

**No. 324** *Moved by Councillor West  
Seconded by Councillor Chadwick*

*THAT Staff Report P2012-28, recommending Council enact and pass Part Lot Control Exemption By-law No. 2012-087 in order to create one single detached residential lot in the Pretty River Estates subdivision, presently occupied by a model home, be received.*

**CARRIED**

P2012-29 Zoning By-law Amendment and Plan of Subdivision, Plan of Condominium Common Element), Collingwood Heights Incorporated., Town File Nos. D14212, D1201112 and D07212, Project Name: Heights of Collingwood (Regency Heights), Legal Description – Lots 41 and 42 East of Balsam Street, Lots 41 and 42 West of Elm Street, Part of Elm Street and Part of Fourth Street, Plan 51R-36307, Town of Collingwood, County of Simcoe, Civic Address: 121 High Street

No. 326 **Moved by Councillor Hull**  
**Seconded by Councillor Cunningham**

**THAT Staff Report P2012-29**, recommending Council enact and pass amending Zoning By-law No. 2012-089 to permit the Heights of Collingwood 32 unit condominium townhome development to proceed as 32 freehold townhomes on a common element condominium road, be received.

**AND FURTHER THAT** Council authorize draft approval of the proposed one block Plan of Subdivision for the Heights of Collingwood development subject to the conditions set out in Appendix "D", and that the draft approval lapse after two (2) years, being July 16, 2014, in the event that the subdivision is not registered within that period;

**AND FURTHER THAT** Council authorize draft approval of the proposed Common Element Condominium for the Heights of Collingwood development subject to the conditions set out in Appendix "E", and that draft approval lapse after two (2) years, being July 16, 2014, in the event that the condominium is not registered within that period;

**AND FURTHER THAT** Council authorize a reduction of the flat fee associated with the application for a draft plan of subdivision, from \$15,495.00 to \$2,355.00, and direct that the applicant be provided with a refund of any excess monies paid.

**CARRIED**

No. 327 **Moved by Councillor Hull**  
**Seconded by Councillor Cunningham**

**THAT By-law 2012-089**, being a by-law under the provisions of Sections 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, for prohibiting the use of land for or except for such purposes as may be set out in the by-law, be enacted and passed this 16<sup>th</sup> day of July, 2012. (121 High Street)

**CARRIED**

#### **MOTIONS**

No. 328 **Moved by Deputy Mayor Lloyd**  
**Seconded by Councillor Edwards**

**THAT** the Accounts Payable Revenue Vouchers for the month of June, 2012 in the amount of \$10,070,895.60 be approved as presented.

**CARRIED**

No. 329 **Moved by Councillor Gardhouse**  
**Seconded by Councillor West**

**THAT** this Council proceeds in Camera in order to address a matter pertaining to:

- the security of the property of the municipality or local board; and
- a proposed or pending acquisition or disposition of land by the municipality or local board.

Items for Discussion:

## **NOTICE OF MOTION**

Councillor Chadwick provided the following notice of motions to be considered during the next regular meeting of Council scheduled for July 30<sup>th</sup>, 2012, specific wording to be reviewed with the Clerk:

- **THAT** Council request Staff pursue a zoning by-law amendment and conduct the necessary public meetings to amend the provisions of the zoning by-law to restrict garages to project no closer to the street line than 2.0 metres beyond the exterior wall of the dwelling unit.
- **THAT** Council direct Staff to revise the vehicle procurement policy to include consideration of consumer reports.
- **THAT** Council direct Staff to reconstruct the composition of the Street Naming Committee to appoint one member of Council.
- **THAT** Council approve all street names by resolution prior to a street name being assigned within the Town of Collingwood.
- **THAT** Council direct Staff to complete all pending list matters 12 months or older by September 1<sup>st</sup>, 2012.

Councillor Lloyd provided the following notice of motions to be considered during the next regular meeting of Council scheduled for July 30<sup>th</sup>, 2012:

- **THAT** Council direct Staff to circulate consent letters to all members of Council immediately if deemed appropriate by the Mayor and/or CAO.

## **COUNTY REPORT**

- Nancy Farrer provided an update to the status of the County Official Plan.

## **OLD or DEFERRED BUSINESS**

- **Central Park Redevelopment Discussion/Direction**

Acting CAO Ed Houghton provided an introduction to Council. Marta Proctor, Director of Parks, Recreation and Culture reviewed the resolutions being considered.

**No. 330**      **Moved by Deputy Mayor Lloyd**  
                  **Seconded by Councillor Lloyd**

**THAT** Council direct staff to pursue the following recommended options and develop a project timeline and detailed estimates and bring the report back to Council not later than August 27, 2012.

- 1. Construct a Single Pad Arena, that could be phased into a double pad
- 2. Construct a Double Pad Arena that could be phased
- 3. Construct a 25 metre 6 Lane Pool at the Central Park YMCA
- 4. Construct a New Therapeutic Leisure Pool at the Central Park YMCA
- 5. Addition of a Theatre/Performing Arts Centre to the Proposed Multi-Use Centre
- 6. Enclose the Outdoor Rink with a Fabric Building
- 7. Cover the Outdoor Rink with a Roof Structure
- 8. Enclose the Outdoor Pool with a Fabric Building
- 9. Examine a New Site for a Phased Purpose-Built Multi-Use Facility
- 10. No New Recreation Facilities

**CARRIED**

*Moved by Councillor West  
Seconded by Councillor Lloyd*

*THAT* Council rise from in-camera and return to public session. (9:53pm)

**CARRIED**

**CONFIRMATORY BY-LAW**

**No. 331**      *Moved by Councillor Cunningham  
Seconded by Councillor Hull*

*THAT By-law No. 2012-091, being a by-law to confirm the proceedings of the regular meeting of Council held July 16<sup>th</sup>, 2012 be enacted and passed this 16<sup>th</sup> day of July, 2012. (p.146)*

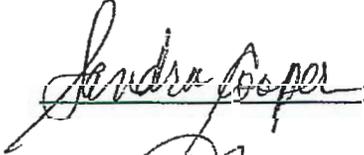
**CARRIED**

**ADJOURNMENT**

*Moved by Councillor Lloyd*

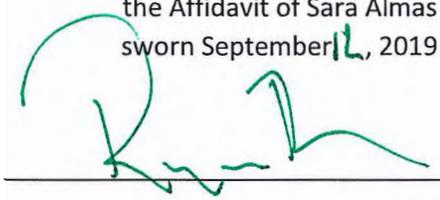
*THAT* the meeting of Council be hereby adjourned at 9:54pm.

**CARRIED**

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

This is Exhibit "G" referred to in  
the Affidavit of Sara Aimas  
sworn September 12, 2019

A handwritten signature in blue ink, appearing to be 'R. L.', is written over a horizontal line. The signature is somewhat stylized and cursive.

Commissioner for Taking Affidavits  
(or as may be)

Message

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**From:** Marjory Leonard [/O=TOC/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=MLEONARD]  
**Sent:** 8/23/2012 12:02:21 PM  
**To:** Ed Houghton [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=ehoughton]; Larry Irwin [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=lirwin]; Sara Almas [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=salmas]; Dave McNalty [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=dmcnalty]  
**Subject:** Another draft  
**Attachments:** EMC 2012-01.docx

Can we perhaps discuss this one shortly after lunch? I am just about written out!

This is Exhibit "H" referred to in  
the Affidavit of Sara Almas  
sworn September 12, 2019

A handwritten signature in green ink, appearing to be "Sara Almas", written over a horizontal line. The signature is stylized and includes a large initial 'S'.

Commissioner for Taking Affidavits  
(or as may be)



# STAFF REPORT

|                      |                                                                                                                                                            |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>REPORT #:</b>     | EMC 2012-01                                                                                                                                                |
| <b>DATE:</b>         | August 27, 2012                                                                                                                                            |
| <b>SUBMITTED TO:</b> | Mayor & Members of Council                                                                                                                                 |
| <b>SUBMITTED BY:</b> | Executive Management Committee<br>Marta Proctor, Director of Parks,<br>Recreation and Culture<br>Dave McNalty, Manager Fleet,<br>Facilities and Purchasing |
| <b>SUBJECT:</b>      | Centennial Pool and Single Pad<br>Arena Options                                                                                                            |

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## 1. RECOMMENDATION:

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THAT Council receive staff report EMC 2012-01 for information, and  
FURTHER THAT .

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## 2. SUMMARY AND BACKGROUND:

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On July 16, 2012 Council passed Resolution No. 330 directing staff to,

*Pursue the following recommended options, and develop a project timeline and detailed estimates; and bring the report back to Council not later than August 27, 2012:*

- 1. Construct a Single Pad Arena that could be phased into a double pad*
- 8. Enclose the Outdoor Pool with a Fabric Building.*

The decision made this evening will have a major impact on the future of three important recreational assets: Heritage Park, Central Park and the Eddie Bush Memorial Arena (EBMA) and, in fact, will set the stage for future development of recreational facilities in the Town of Collingwood. It will define the direction Council has determined will best meet the aquatic and ice needs of the citizens of today and for the next 20 years while balancing the costs of providing these facilities and services with the costs of providing mandated services such as roads and wastewater treatment in a manner that is affordable for all.

There is no doubt in the individual and collective minds of Council that recreation facilities and opportunities are an integral component in building a strong, vibrant, healthy community that has pride of place. It is also foremost in their minds that the community must be financially sustainable and fiscally responsible in the turbulent economic times we face today.

This report summarizes our findings for Council discussion.

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### 3. DISCUSSION:

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**Summary:**

In preparing this report staff emphasis was on meeting the aquatic and ice needs identified in the Central Park Steering Committees Final Report while preserving other recreational facilities that, at this point, we cannot displace. There are neither the funds nor the available land to relocate the Lawn Bowling Club or all of the ball diamonds.

Estimated Capital Cost Requirements:

|                                | Minimum             |    | Maximum             |
|--------------------------------|---------------------|----|---------------------|
| <b>Centennial Pool</b>         | \$3,856,975         | To | \$4,390,900         |
| <b>EBMA</b>                    | \$2,143,480         | To | \$3,123,480         |
| <b>Central Park</b>            | \$9,234,035         | To | \$11,741,125        |
| <b>Central Park Site Works</b> | <u>\$1,000,000</u>  | To | <u>\$1,000,000</u>  |
|                                | <u>\$16,234,490</u> | To | <u>\$20,255,505</u> |

**Enclose the Outdoor Pool with a Fabric Building**

In researching this option staff developed the following specifications, again, in part, drawing from the Central Park Steering Committee report and work. These specifications, if Council chooses to proceed with this project, will form the basis of the RFP that will be issued to obtain final design and costings. Improvements around the facility would be limited to drainage and grading, landscaping and parking lot improvements at this time. No other Heritage Park amenities would be displaced in order to enclose the existing Centennial Pool facility.

Council should be aware that there are a limited number of suppliers for this type of constructed building that would allow for year round use. It is possible to relocate or

repurpose the Insulated Fabric Membrane structure to another location in the future, if so desired..

The basic **Design Components** will include:

- Insulated pool enclosure with daylighting roof panels with dimensions of 120ft by 140ft.
- Eight (8) operable insulated doors to allow for an open environment in favourable weather.
- Interior spectator seating for 250 preferably on the east side.
- New mechanical room with additional space and upgraded servicing.
- Chemical storage room with direct exterior access and suitable containment.
- Male, female and family change rooms with accessible washrooms and lockers.
- Pool entry facilities (showers, etc.)
- Complete accessibility to the pool for disabled persons including a portable lift.
- Lobby and customer service area.
- Separate staff locker/lunch room.
- Manager's office.
- Swim team office.
- Janitorial closets, pool equipment room and storage room.
- Sanitary design and room finishes.
- Complete sound, telephone and communications system serving all areas of the facility.
- Fire alarm system.
- HVAC systems throughout.
- Energy efficient lighting and electrical fixtures including occupancy controlled switching.
- Efficient non-touch plumbing fixtures and components.

Additional options that will be considered are:

- Potential mezzanine over the main floor amenities for storage/offices/HVAC equipment.
- Vending machine area at the main exit.

**Staff estimates for this project:**

Capital cost requirements:

|                                                      |                    |
|------------------------------------------------------|--------------------|
| Basic Design as specified above                      | \$3,225,700        |
| Options as specified above                           | <u>\$ 508,500</u>  |
| Total if options as included                         | <u>\$3,734,200</u> |
| Site Works:                                          |                    |
| Parking, storm and sanitary sewer, water, electrical | \$ 400,000         |

Soft Costs:

|                                 |            |
|---------------------------------|------------|
| Permits, fees, design costs     | \$ 50,000  |
| Contingency (5%) – Basic Design | \$ 181,275 |
| Contingency (5%) – Options      | \$ 25,425  |

Total costs would be estimated at a minimum of \$3,856,975 and maximum of \$4,390,900.

The Insulated Fabric Membrane structure researched for this report would be provided as a turnkey solution for covering the existing outdoor pool. The cost includes the demolition of the existing pool change house and mechanical room and reconstruction of a more modern facility within the new structure.

A significant advantage to this approach is that the complete design and engineering works are included in the cost of the project and are fully quantified at the time of order. This allows the project to carry a minimal contingency and a relatively small allowance for permits and fees. Additionally, the proposal may be limited to the supply and construction of the Insulated Fabric Membrane structure and the interior components allowing the Town to contract the remaining site works independently.

Operating Costs:

Council is aware that operating a year round pool facility will increase operational costs. Estimates have been derived based on the average five year historical net departmental results from the Centennial Pool operation. During the period 2007 to 2011, the total net departmental cost to the run the pool was \$337,600 or, on average, \$67,520 per three month season. Extrapolating this average to a twelve month period would result in additional annual operating costs of approximately \$270,000.

**Timeline:**

It is conceivable that this type of building could be constructed and up and running by mid December depending on permits, approvals, weather conditions and staffing ability.

**Other Considerations:**

We could find no other pools of this construction in Ontario. There are, however, many in the U.S., and other areas of the world. That being said, there are many advantages to becoming an early adopter or trendsetter for new concepts and technologies. The relationship with customer and vendor is synergistic. The customer is exposed to the problems, risks and annoyances of "being first" and is usually rewarded with especially attentive vendor assistance or support, preferential pricing, and favourable terms and conditions. The vendor benefits from receiving revenues, the customers' endorsement and assistance in further developing the product or its marketing program.

Collingwood has always exhibited a willingness to think outside the box and use innovative problem solving to meet the community needs. The Zenon membrane system for water

treatment, our LEED Gold Library with geo-thermal heating and green roof and, most recently, our partnership with PowerStream are examples of our leadership and willingness to look for the non-conventional solution.

The materials used in the construction of the researched Insulated Fabric Membrane structure are an extruded aluminum framing system with an exterior and interior membrane. This membrane encloses R-30 encapsulated insulation developed specifically for harsh environments. The aluminum structure will not corrode and the type of insulation recommended is reported to resist moisture and eventual microbial growth that may be prevalent in an indoor pool environment.

The exterior membrane is made from DuPont™ Tedlar® polyvinyl fluoride (PVF) film. This product is widely used in the aircraft industry to protect the interior surfaces and photovoltaic solar energy as the backing sheet for photovoltaic modules. The reasons these industries adopted the technology: maximum design flexibility; lightweight; easy to clean; scuff-resistant, conformability; matchability; durability; weather resistance; UV resistance; moisture barrier properties.

Council has adopted a Public Art policy with the new fire hall being the pilot project. The exterior membrane cover researched lends itself quite readily to the addition of exterior public art. The estimated cost to include, for instance, a wave motif on the outside is in the \$30,000 to \$50,000 range.

The building, as priced, represents a turnkey operation. The main consideration here is that we do not have experience in operating a pool of this size as a year round facility. We may find that it is more economical and efficient for the taxpayer if we were to partner with the Y in some manner for operation of the facility.

The current hard ball diamond may require a net be placed on the field facing the pool building. This not a material element but Council should be aware that this most likely be required.

There may be some planning issues that will need to be resolved. Set backs/height restrictions to be flushed out.

**Construct a new Single Pad Arena that could be phased into a double pad**

This option is, somewhat, more involved. There were two types of construction to investigate; certain costs will be incurred no matter which type of building is constructed, if Council chooses to direct staff to pursue this project; certain costs may be incurred depending on where Council decides to locate an arena on the Central Park site. Again, the following specifications, if Council chooses to proceed with this project, will form the basis of the RFP that will be issued to obtain final design and costing no matter which type of construction is considered. The components, as outlined, are necessary to have this

building function as the year round arena while retaining the ball diamonds and the outdoor rink.

Council, staff and the public should be aware of the fact that the construction of a single pad arena at Central Park does not renege on the acceptance in principle of the Central Park grand vision nor does it negate in any way the work of the Steering Committee. It is a prudent first step, an affordable phase 1 of the grand vision.

The basic **Design Components** will include:

- Full size 85ft by 200ft ice surface complete with premium dasher boards and glass all around.
- Glass will be 5-½ft with aluminum rail.
- Dropdown centre style score board.
- Six (6) player dressing rooms facing directly to the ice surface (including showers, toilets and sinks) each with dimensions of 12ft by 20ft.
- Two (2) referee rooms (male/female) each capable of accommodating a minimum of eight (8) referees and complete with showers, toilet, sinks, etc.
- First Aid room complete with shower, toilet, sink etc.
- Minimum of 250 spectator seats with overhead radiant heating (potential for coin operated heating with an override switch).
- Ice resurfacers room and mechanical and electrical rooms suitable for an Olympia style ice resurfacers.
- Large service door with direct access to the ice surface.
- Dual purpose meeting/party/music/media room with an ice view.
- Digital entry notice board.
- Ice level warm viewing area/lobby.
- Resilient flooring for all ice level areas.
- Manager's office.
- Staff locker/lunch room to accommodate six (6) staff on the main level.
- Separate offices for Minor Hockey and Figure Skating
- First floor vending area.
- Pro Shop approximately 12ft by 20ft.
- Main floor accessible/family washrooms.
- Janitorial closets, storage rooms.
- Complete sound, telephone and communication systems serving all areas of the facility.
- Fire alarm system and building sprinklers.
- HVAC system for entire facility (capable of handling a second floor mezzanine).
- Energy efficient lighting and electrical equipment including occupancy controlled switching.
- Efficient non-touch plumbing fixtures and components.
- Second floor mezzanine.

- Elevator to second floor.
- Second floor lounge area.
- Second floor kitchen and bar service room.

**Staff estimates for this project:**

Capital cost requirements:

|                                                                                                                                                                                                  |                  |                                                                                                                                           |                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>PRE-ENG STEEL BUILDING</b>                                                                                                                                                                    | \$ 6,856,157.26  | <b>INSULATED FABRIC MEMBRANE STRUCTURE</b>                                                                                                | \$ 7,534,800.22 |
| <i>Single Ice Pad with potential to be twinned in the future. Placement of the arena in the park determines displaced amenities and future evolution towards the complete multi-use complex.</i> |                  | <i>Single Ice Pad with layout planned for future additional arena. Placement of the arena in the park determines displaced amenities.</i> |                 |
| <b>SUB TOTAL</b>                                                                                                                                                                                 | \$ 6,856,157.26  | <b>SUB TOTAL</b>                                                                                                                          | \$ 7,534,800.22 |
| <b>RECOMMENDED UPGRADES</b>                                                                                                                                                                      |                  | <b>OPTIONAL UPGRADES</b>                                                                                                                  |                 |
| Green Roof                                                                                                                                                                                       | \$ 100,000.00    |                                                                                                                                           |                 |
| Sub Floor Heating                                                                                                                                                                                | \$ 50,000.00     |                                                                                                                                           |                 |
| Radiant Floor Heating                                                                                                                                                                            | \$ 600,000.00    |                                                                                                                                           |                 |
| Cistern and Dual Plumbing System                                                                                                                                                                 | \$ 100,000.00    |                                                                                                                                           |                 |
| Structure to Support Photo-Voltaics                                                                                                                                                              | \$ 100,000.00    |                                                                                                                                           |                 |
| Building Automation System                                                                                                                                                                       | \$ 200,000.00    |                                                                                                                                           |                 |
| Upgrade Insulation??                                                                                                                                                                             |                  |                                                                                                                                           |                 |
| 2nd Floor Mezzanine/Lounge                                                                                                                                                                       | \$ 995,037.02    |                                                                                                                                           |                 |
| <b>SUB TOTAL</b>                                                                                                                                                                                 | \$ 2,145,037.02  |                                                                                                                                           |                 |
| <b>SITE AND PARK DEVELOPMENT</b>                                                                                                                                                                 | \$ 1,164,281.00  | <b>SITE AND PARK DEVELOPMENT</b>                                                                                                          | \$ 1,164,281.00 |
| DESIGN FEES/PERMITS/MISCELLANEOUS (5%)                                                                                                                                                           | \$ 508,273.76    | DESIGN FEES/PERMITS (ALLOWANCE)                                                                                                           | \$ 100,000.00   |
| CONTINGENCY (10%)                                                                                                                                                                                | \$ 1,067,374.90  | CONTINGENCY (5%)                                                                                                                          | \$ 434,954.06   |
| <b>SUB TOTAL</b>                                                                                                                                                                                 | \$ 2,739,929.67  | <b>SUB TOTAL</b>                                                                                                                          | \$ 1,699,235.06 |
| <b>TOTAL</b>                                                                                                                                                                                     | \$ 11,741,123.94 | <b>TOTAL</b>                                                                                                                              | \$ 9,234,035.28 |

Two building construction types were investigated – Pre-Engineered Steel and the Insulated Fabric Membrane structure. Staff also researched the cost of a bricks and mortar building and determined the cost variance between it and the Pre-Engineered Steel building was approximately \$550,000 more for bricks and mortar.

The Pre-Engineered Steel Building or the Insulated Fabric Membrane Structure may be positioned within the park to limit the immediate displacement of existing amenities. Either of the arenas would have the potential of being twinned in the future and either could be positioned to be the first phase of the grand vision for Central Park.

Each of the arenas proposed would qualify for a LEED Silver accreditation. In order to receive the accreditation there would be additional 'commissioning' costs for either structure. The difference in the two buildings is that the Insulated Fabric Membrane structure has the LEED requirements built into its basic design whereas, the traditional industrial pre-engineered building must be modified to meet the requirements leading to additional engineering costs and custom components. These costs have not been considered in this analysis.

Similarly as with the Centennial Pool enclosure, the Insulated Fabric Membrane structure researched for this report would be provided as a turnkey design build arena solution. The full costs of engineering and design would be fully-known and committed to at the time of order. A minimal allowance for permits, fees and site design would be carried with the project. Since the contract would include the supply and construction of the arena only, further site development may be designed, contracted and constructed independently by the Town.

**Operating Costs:**

Operating costs estimates received from PRC look at the current situation with the EBMA, outdoor rink and Curling Club. The Curling Club has been included in the analysis because of the interconnectedness of the ice plant with the outdoor rink and staffing levels available for all of the facilities. Currently, the 2012 net departmental budgets for the three facilities shows a requirement for \$315,493 from tax revenues to sustain operations. The estimated increase in operational costs for operating four facilities is \$92,300 or a total of \$407,775 required from taxes to sustain the operations.

**Timeline:**

A significant advantage to the Insulated Fabric Membrane structure is the time to complete. The purpose built packaged facility is typically designed and constructed within a six to eight month period. Traditional construction methods are usually subject to significant design and procurement periods followed by the construction. A Pre-Engineered Steel structure would be expected to develop over a sixteen to eighteen month period.

**Other Considerations:**

There are several other items to consider prior to making a decision on this facility.

**EBMA –**

Regardless of the decision made this evening, the EBMA is in need of significant renovation and upgrading. Staff have prepared and submitted a grant application for CIIF funds to assist with funding of these upgrades. The estimates received from WGD Architects for the necessary remediation to the facility are:

**Priority Renovations:**

|                                                                            |             |
|----------------------------------------------------------------------------|-------------|
| New ice plant, dressing rooms, ice slab, refrigerant piping, dasher boards | \$1,780,000 |
|----------------------------------------------------------------------------|-------------|

**Soft Costs:**

|                                   |            |
|-----------------------------------|------------|
| Permits, fees, design costs (12%) | \$ 213,600 |
|-----------------------------------|------------|

**Extended Renovations:**

|                                                                                |            |
|--------------------------------------------------------------------------------|------------|
| Roof replacement, interior finishes, mechanical and electrical system upgrades | \$ 755,290 |
|--------------------------------------------------------------------------------|------------|

**Soft Costs:**

|                                   |           |
|-----------------------------------|-----------|
| Permits, fees, design costs (12%) | \$ 90,635 |
|-----------------------------------|-----------|

|                              |                      |
|------------------------------|----------------------|
| Contingency (10%)            | <u>\$ 283,955</u>    |
| Sub total                    | \$3,123,480          |
| Less: potential CIIF funding | <u>(\$1,000,000)</u> |
| Town portion                 | <u>\$2,143,480</u>   |

The intent is to prepare the EBMA for transition from a year round arena to a winter arena and summer event hub that will contribute to the vibrancy of the downtown core. Although no detailed design has been completed, this budget has been incorporated into the Ontario Community Infrastructure Improvement Fund (CIIF) application submitted on August 24, 2012.

If CIIF funding is received, the timeline for completion is March 2014. If the EBMA remains the only indoor ice facility there could be major interruptions to the ice times available for users.

Central Park –

There are necessary site works and preparation that must be completed. These costs will be incurred regardless of which type of construction is chosen. Staff estimates are in the range of \$1m and relate to parking, storm and sanitary sewers, water and electrical requirements.

The Insulated Fabric Membrane structure, as mentioned in relation to the Centennial Pool, would adapt readily to the incorporation of public art into the exterior. In addition, the variety of exterior finishes available would allow us to ensure that a colour pallet that is sympathetic to the heritage aspects of the Curling Club and the surrounding neighborhoods could be chosen.

Staff would like to locate the new arena in such a way as to preserve Ball Diamond #1 (north east corner) and #3 (south west corner). If this is not possible, we would or could incur additional costs to realign Diamond #2. This is estimated at \$50,000. The new arena is to be designed as a potential phase 1 for a twin pad. Again, depending on the layout the funds spent to realign Diamond #2 may be a futile expenditure particularly if we acquire land to create a summer recreation complex down the road.

The retention of the current outdoor arena may limit the potential synergies for future twinning of the ice pads.

The Central Park complex would become a multi-use recreational asset. The park would contain the YMCA, Curling Club, Lawn Bowling Club, two ball diamonds and a dog park.

---

**4. DEPARTMENT HEAD REVIEW:**

---

This report was reviewed by the Executive Management Committee, Director of Parks, Recreation and Culture and the Manager of Fleet, Facilities and Purchasing August 21 and circulated to Department Heads for comment August 23. Comments received were reviewed and incorporated prior to having the report proceed to Council.

---

**5. EFFECT ON TOWN FINANCES:**

---

We have the following funds available:

|                                                          |                     |
|----------------------------------------------------------|---------------------|
| Reserve                                                  | \$1,500,000         |
| County – purchase of Poplar Sideroad                     | \$1,300,000         |
| COLLUS                                                   | \$8,000,000         |
| Potential DC – Heritage Park – parking/landscaping (22%) | \$ 88,000           |
| Potential DC – Central Park – arena enclosure (18%)      | <u>\$ 821,488</u>   |
| Total available                                          | <u>\$11,709,488</u> |

This would leave a minimum of \$4,525,000 and a maximum of \$8,546,000 requiring long term financing.

Current debenture repayment amounts for the above calculate to:

| Term   | Interest Rate | \$4,525,000 | \$8,546,000 |
|--------|---------------|-------------|-------------|
| 5 Yrs  | 2.2%          | \$960,651   | \$1,814,303 |
| 10 Yrs | 2.87%         | \$523,752   | \$989,169   |
| 15 Yrs | 3.28%         | \$384,356   | \$721,901   |
| 20 Yrs | 3.55%         | \$317,915   | \$600,420   |

---

**6. DISPOSITION:**

---

Staff will follow through to ensure that the direction of Council is carried out.

---

**7. APPENDICES:**

---

Respectfully submitted,

---

Executive Management Committee:

Ed Houghton, Acting CAO; Larry Irwin, Director of IT Services; Sara Almas, Clerk; and, Marjory Leonard, Treasurer.

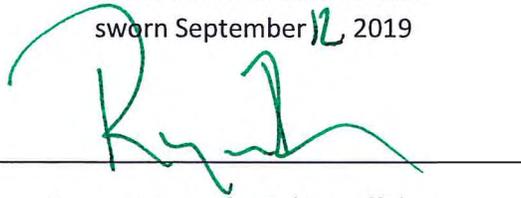
With input from:

Marta Proctor, Director of Parks, Recreation and Culture,

Dave McNalty, Manager Fleet, Facilities and Purchasing,

Dennis Seymour, Manager Recreation Facilities

This is Exhibit "I" referred to in  
the Affidavit of Sara Almas  
sworn September 12, 2019

A handwritten signature in green ink, appearing to be 'R. Almas', written over a horizontal line.

Commissioner for Taking Affidavits  
(or as may be)

Message

---

**From:** Dave McNalty [/O=TOC/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=DMCNALTY]  
**Sent:** 8/23/2012 7:08:14 PM  
**To:** Ed Houghton [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=ehoughton]  
**Subject:** Re: Another draft

Is your thinking that the procurement is done? Or that we still need to go through the process of an RFP or something?  
~~~~~

Sent from Blackberry Mobile Device

From: Ed Houghton
Sent: Thursday, August 23, 2012 06:59 PM
To: Dave McNalty; Sara Almas; Marjory Leonard; Larry Irwin
Subject: Re: Another draft

Thanks Dave and thanks for our call earlier.

Cheers.....Ed
~~~~~

Sent from Blackberry Mobile Device

---

**From:** Dave McNalty  
**Sent:** Thursday, August 23, 2012 06:57 PM  
**To:** Sara Almas; Marjory Leonard; Ed Houghton; Larry Irwin  
**Subject:** Re: Another draft

I would wait.....  
~~~~~

Sent from Blackberry Mobile Device

From: Sara Almas
Sent: Thursday, August 23, 2012 06:49 PM
To: Dave McNalty; Marjory Leonard; Ed Houghton; Larry Irwin
Subject: Re: Another draft

Do you want me to still work on a couple "recommendation" scenarios?

S
~~~~~

Sent from Blackberry Mobile Device

---

**From:** Dave McNalty  
**Sent:** Thursday, August 23, 2012 05:59 PM  
**To:** Marjory Leonard; Ed Houghton; Larry Irwin; Sara Almas  
**Subject:** RE: Another draft

FYI

Working on another draft. Same information but a different approach to the report. You should have it in the morning.

Dave

---

**From:** Marjory Leonard

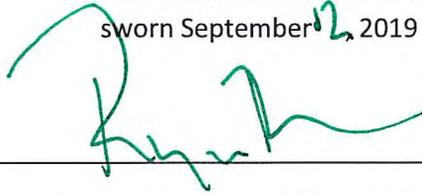
**Sent:** Thursday, August 23, 2012 12:02 PM

**To:** Ed Houghton; Larry Irwin; Sara Almas; Dave McNalty

**Subject:** Another draft

Can we perhaps discuss this one shortly after lunch? I am just about written out!

This is Exhibit "J" referred to in  
the Affidavit of Sara Almas  
sworn September 2, 2019

A handwritten signature in green ink, appearing to be "R. Smith", written over a horizontal line.

Commissioner for Taking Affidavits  
(or as may be)

Message

---

**From:** Dave McNalty [/O=TOC/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=DMCNALTY]  
**Sent:** 8/23/2012 11:44:31 PM  
**To:** Ed Houghton [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=ehoughton]; Larry Irwin [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=lirwin]; Marjory Leonard [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=mleonard]; Sara Almas [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=salmas]  
**Subject:** Pool and Arena  
**Attachments:** EMC 2012-01 New Approach.docx

Probably time for a gut check on this report. In other words, I'm hungry!

Let me know if the direction is right at your earliest convenience.

Thanks,

**Dave McNalty**  
Manager - Fleet, Facilities and Purchasing  
Town of Collingwood  
545 Tenth Line North  
P.O. Box 157  
Collingwood, ON  
L9Y 3Z5

(705)445-1292 Ext. 4208

This is Exhibit "K" referred to in  
the Affidavit of Sara Almas  
sworn September 12, 2019

A handwritten signature in green ink, appearing to be "R. M. H.", is written over a horizontal line. The signature is stylized and cursive.

Commissioner for Taking Affidavits  
(or as may be)



# STAFF REPORT

|               |                                                 |
|---------------|-------------------------------------------------|
| REPORT #:     | EMC 2012-01                                     |
| DATE:         | August 27, 2012                                 |
| SUBMITTED TO: | Mayor & Members of Council                      |
| SUBMITTED BY: | Executive Management Committee                  |
| SUBJECT:      | Centennial Pool and Single Pad<br>Arena Options |

---

## 1. RECOMMENDATION:

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THAT Council receive staff report EMC 2012-01 for information,

And,

THAT Council provides direction to staff on the option of a year round Insulated Fabric Membrane cover for the existing Outdoor Pool,

And,

THAT Council provides direction to staff on the preferred approach to the construction of a year round Single Pad Ice Arena in Central Park.

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## 2. SUMMARY AND BACKGROUND:

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On July 16, 2012 Council passed Resolution No. 330 directing staff to,

*Pursue the following recommended options, and develop a project timeline and detailed estimates; and bring the report back to Council not later than August 27, 2012:*

- *Enclose the Outdoor Pool with a Fabric Building.*
- *Construct a Single Pad Arena that could be phased into a double pad*

### Summary:

In the preparation this report, staff emphasis has been on meeting the aquatic and ice needs as they have been identified in the Central Park Redevelopment Steering Committee's Final

Report, while preserving existing recreational facilities and avoiding the cost of relocation at this time. Staff would concur that the funds are currently not available in the system for the relocation of existing amenities, or for the significant commitment to a full multi-use recreational facility, however, this is certainly at the discretion of Council. Nevertheless, there may be attractive opportunities to achieve several of the benefits identified by the community in the work of the Steering Committee in the short term while not losing site of the eventual development ideals.

### **Enclose the Outdoor Pool with a Fabric Building**

In researching a year round enclosure for the existing Outdoor Pool, staff developed the outline specifications included in Appendix A, drawing in part from the Central Park Redevelopment Steering Committee work and detailed report. These specifications, should Council choose to proceed with this project, will form the basis of the procurement of an Insulated Fabric Membrane cover for the Outdoor Pool. Improvements around the facility would be limited to drainage and grading, landscaping and parking lot improvements at this time. No other Heritage Park amenities would be displaced in order to enclose the existing Outdoor Pool.

The Insulated Fabric Membrane structure researched for this report would be provided as a turnkey solution for covering and renewing the existing facilities at the pool. The cost includes the demolition of the existing pool change house and mechanical room and reconstruction of a modern facility within the new structure. The new enclosure would include an expansive viewing area for year round activities as well as daylighting initiatives and the ability to open exterior doors for the outdoor pool experience during favourable weather.

A significant advantage to this procurement approach is that the complete design and engineering works are included in the cost of the enclosure and improvements are fully quantified at the time of order. The project would not be subject to additional engineering costs and contingencies. Additionally, the purchase would be limited to the supply and construction of the Insulated Fabric Membrane structure and the interior components only, allowing the Town to construct the remaining site works independently, resulting in significant cost savings.

We are only aware of one (1) supplier of the type of Insulated Fabric Membrane structure that would allow for satisfactory year round swimming pool use. In the future, it would be possible to relocate or repurpose the Insulated Fabric Membrane structure at another location, adapt it to another use, or otherwise re-commission it to a new owner within this expanding market.

The materials used in the construction of the researched Insulated Fabric Membrane structure are an extruded aluminum framing system with an exterior and interior poly vinyl

fluoride (PVF) membrane. This membrane encloses R-30 encapsulated insulation developed specifically for harsh environments. The aluminum structure will not corrode and the type of insulation recommended is reported to resist moisture and eventual microbial growth that may be prevalent in an indoor pool environment.

The cost of the Insulated Fabric Membrane structure to cover the existing outdoor pool including new change areas, staff accommodations and mechanical and utility rooms is estimated to be \$3,225,000. In addition to the cost of the building, site servicing, improvements to parking areas and necessary landscaping may be completed independently by the Town, and some may be phased in utilizing in-house resources. An allowance of approximately \$200,000 in addition to the building cost may be a consideration.

The Insulated Fabric Membrane structure may be delivered, constructed and operational, depending on permitting, approvals, weather conditions and staff utilization, within a four (4) to six (6) month time frame. The YMCA has recently stated that they are not currently in a financial position to proceed with another expansion to the existing facility in Collingwood. The procurement of an Insulated Fabric Membrane building to enclose the existing Outdoor Pool will meet the immediate aquatic needs of the community while still providing options for the future.

**Construct a new Single Pad Arena that could be phased into a double pad**

There were two types of construction investigated to provide a Single Pad Arena in Central Park. Certain site improvement costs will be incurred regardless of the type of building constructed.

The outline specifications included in Appendix B have been developed in response to the immediate needs identified in the Central Park Redevelopment Project report. The intent will be to place the arena within Central Park to minimize the immediate displacement of existing recreational facilities while providing the best opportunities for the future park development within the multi-use concept.

The two building construction types investigated were a Pre-Engineered Steel building with the lobby and entrance areas constructed with architectural block features, and the Insulated Fabric Membrane structure. The Pre-Engineered Steel building or the Insulated Fabric Membrane structure may be positioned within the park to limit the immediate displacement of existing amenities. Either of the arenas would have the potential of being twinned in the future and either would be appropriate as the first phase of multi-use development in Central Park.

Each of the arenas proposed would qualify for a LEED Silver accreditation. In order to receive the accreditation there would be additional commissioning costs for either building system. A significant difference in the two construction types is that the Insulated Fabric Membrane structure has the LEED requirements built into its basic design, whereas the

traditionally industrial Pre-Engineered Steel building must be modified to meet the requirements leading to additional engineering costs and custom components.

As with the Outdoor Pool enclosure, the Insulated Fabric Membrane structure researched for this report would be provided as a turnkey design build arena solution. The materials of construction and insulation factors are similar, and the full costs of engineering and design are known and committed to at the time of order. A minimal allowance for permits, fees and site design would be carried with the project. Since the contract would include the supply and construction of the arena only, further site development may be designed and constructed independently by the Town in a phased approach utilizing in-house resources where possible.

The estimated cost for the supply and construction of the basic Insulated Fabric Membrane arena is \$7,476,000 as compared to \$10,592,000 for the Pre Engineered Steel arena built using conventional construction methodology. The interior space that is provided within the fabric structure allows for the cost efficient addition of a second floor lounge area with a view of the ice surface. The cost of the second floor improvements within the fabric arena is included in the above estimate whereas a similar addition to the Pre-Engineered Steel arena would add up to \$1,000,000 to the investment.

The costs of Central Park development will be minimized for the construction of an initial arena with either approach, however the Insulated Fabric Membrane arena procurement allows the Town to facilitate park development for site servicing, parking improvements and landscaping to proceed in a phased approach. An allowance of \$500,000 should be considered in this evaluation.

A significant advantage to the Insulated Fabric Membrane structure is the time to complete. The purpose built packaged arena facility is typically designed and constructed within a six (6) to eight (8) month period. Traditional construction methods are usually subject to significant design and procurement periods followed by the construction. A Pre-Engineered Steel arena would be expected to develop over a sixteen (16) to eighteen (18) month period.

An application has been submitted to the Ontario Community Infrastructure Improvement Fund (CIIF) for improvements to the Eddie Bush Memorial Arena (EBMA). With the addition of a year round ice arena in Central Park, the intent would be to prepare the EBMA for transition from a year round arena to a winter arena and summer event venue that will introduce new vibrancy to the downtown core. Although no detailed design has been completed, the budget for this project is set at \$3,124,000, of which \$1,000,000 may be recoverable in the form of a grant. This results in a potential expenditure of \$2,124,000 for the Town in relation to the proposed improvements to the EBMA.

If CIIF funding is received, the timeline for completion is March 2014. In order to complete the proposed renovations without another year round ice facility in operation, there may be major interruptions to the ice times available for user groups.

Staff is confident, on the basis of the research into options for a Single Pad Ice Arena in Central Park, that the most cost effective and time-efficient option for construction is an Insulated Fabric Membrane structure. The technology utilized in this building system is innovative and presents well for energy efficiency and the environment. The arena will not only satisfy the immediate ice needs of the community but will also further enhance the Town's image as a leader in the adoption of new technologies.

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### **3. DISCUSSION:**

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Discussion on advantages of direct procurement process and technological advantage, etc.

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### **4. DEPARTMENT HEAD REVIEW:**

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This report was reviewed by the Executive Management Committee, Director of Parks, Recreation and Culture and the Manager of Fleet, Facilities and Purchasing August 21 and circulated to Department Heads for comment August 23. Comments received were reviewed and incorporated prior to having the report proceed to Council.

---

### **5. EFFECT ON TOWN FINANCES:**

---

The Town has the following funds available:

|                                                          |                     |
|----------------------------------------------------------|---------------------|
| Reserve                                                  | \$1,500,000         |
| County – purchase of Poplar Sideroad                     | \$1,300,000         |
| COLLUS                                                   | \$8,000,000         |
| Potential DC – Heritage Park – parking/landscaping (22%) | \$ 88,000           |
| Potential DC – Central Park – arena enclosure (18%)      | <u>\$ 821,488</u>   |
| Total available                                          | <u>\$11,709,488</u> |

This would leave a minimum of \$4,525,000 and a maximum of \$8,546,000 requiring long term financing.

Current debenture repayment amounts for the above calculate to:

|      |               |             |             |
|------|---------------|-------------|-------------|
| Term | Interest Rate | \$4,525,000 | \$8,546,000 |
|------|---------------|-------------|-------------|

|        |       |           |             |
|--------|-------|-----------|-------------|
| 5 Yrs  | 2.2%  | \$960,651 | \$1,814,303 |
| 10 Yrs | 2.87% | \$523,752 | \$989,169   |
| 15 Yrs | 3.28% | \$384,356 | \$721,901   |
| 20 Yrs | 3.55% | \$317,915 | \$600,420   |

---

**6. DISPOSITION:**

---

Staff will follow through to ensure that the direction of Council is carried out.

---

**7. APPENDICES:**

---

Respectfully submitted,

---

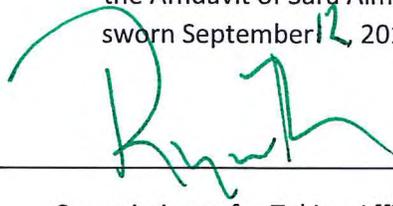
Executive Management Committee:

Ed Houghton, Acting CAO; Larry Irwin, Director of IT Services; Sara Almas, Clerk; and, Marjory Leonard, Treasurer.

With input from:

Marta Proctor, Director of Parks, Recreation and Culture,  
 Dave McNalty, Manager Fleet, Facilities and Purchasing,  
 Dennis Seymour, Manager Recreation Facilities

This is Exhibit "L" referred to in  
the Affidavit of Sara Almas  
sworn September 12, 2019

A handwritten signature in green ink, appearing to be "R. H. H.", written over a horizontal line.

Commissioner for Taking Affidavits  
(or as may be)

Appointment

---

**From:** Megan Schollenberger [/O=TOC/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=MSCHOLLENBERGER]  
**Sent:** 8/23/2012 4:46:56 PM  
**To:** Megan Schollenberger [/O=TOC/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=MSCHOLLENBERGER]; Ed Houghton [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=ehoughton]; Sara Almas [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=salmas]; Marjory Leonard [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=mleonard]; Larry Irwin [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=lirwin]; Dave McNalty [/O=TOC/OU=First Administrative Group/cn=Recipients/cn=dmcnalty]

**Subject:** Central Park  
**Location:** Office of the CAO

**Start:** 8/24/2012 8:30:00 AM  
**End:** 8/24/2012 10:00:00 AM

**Show Time As:** Tentative

**Required Attendees:** Ed Houghton; Sara Almas; Marjory Leonard; Larry Irwin; Dave McNalty

**When:** Friday, August 24, 2012 8:30 AM-10:00 AM (GMT-05:00) Eastern Time (US & Canada).  
**Where:** Office of the CAO

Note: The GMT offset above does not reflect daylight saving time adjustments.

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

Meeting Requested by Marjory Leonard

Location: Office of the CAO  
Time: 8:30am – 10:00am

This is Exhibit "M" referred to in  
the Affidavit of Sara Almas  
sworn September 12, 2019

A handwritten signature in green ink, appearing to be "R. Smith", written over a horizontal line.

Commissioner for Taking Affidavits  
(or as may be)

Standard construction document

14  
2000

COPY

# design-build stipulated price contract

**Project:** Town of Collingwood

Centennial Pool Enclosure and New Arena Construction

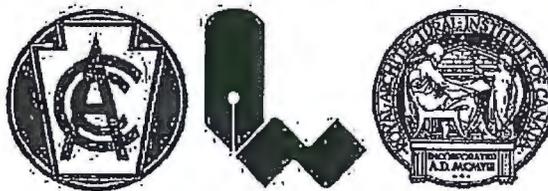


**Endorsed by:**

**The Canadian Construction Association  
Construction Specifications Canada  
The Royal Architectural Institute of Canada**

Apply a Document 14 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 Document 14 - 2000 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

## INSTRUCTIONS TO USERS OF DOCUMENT 14 - 2000



### CCA-CSC-RAIC DOCUMENT 14-- 2000 DESIGN-BUILD STIPULATED PRICE CONTRACT

September 2000

The Design-Build Stipulated Price Contract is developed by the Joint Design-Build Working Group comprised of representatives from:

The Canadian Construction Association  
Construction Specifications Canada  
The Royal Architectural Institute of Canada

This document is based on CCDC 2 – 1994 ‘Stipulated Price Contract’ and CCAC 6 – 1994 ‘Canadian Standard Form of Agreement Between Client and Architect’. A number of terms in Document 14 are defined differently from other standard contract documents and, accordingly, all definitions should be read to properly understand the terms and conditions of this document.

#### THE FOLLOWING ARE THE BASIC PRINCIPLES OF DOCUMENT 14 - 2000:

1. The *Owner* deals with one single administrative entity, the *Design-Builder*, who provides *Design Services* and *Construction* of the project under one contract package.
2. The *Contract Documents* include but not limited to:
  - Agreement,
  - Definitions,
  - General Conditions,
  - *Owner's Statement of Requirements*, and
  - *Construction Documents*, after they have been accepted by the *Owner*.
3. After execution of the *Contract*, *Construction Documents* are prepared to illustrate the details of the design that meets the *Owner's Statement of Requirements*. When accepted and signed by both the *Owner* and *Design-Builder*, these also become part of the *Contract Documents*.
4. *Change Orders* are issued to change:
  - the *Work*;
  - the *Owner's Statement of Requirements* (scope);
  - the *Contract Price*; and
  - the *Contract Time*.

5. The only consultant recognized in the *Contract* is the *Design-Builder's Consultant*. The *Owner* may also appoint representatives or advisors, but they are recognized in the *Contract* as the *Owner's* authorized representatives.
6. The roles of the *Design-Builder's Consultant* are:
  - to design to the *Owner's Statement of Requirements* and prepare the *Construction Documents*;
  - to be the interpreter of the *Contract* and *Construction Documents* in the first instance;
  - to certify to the Design-Builder:
    - compliance with *Construction Documents*;
    - *Substantial Performance of the Work*;
    - progress payments based on the agreed schedule of values. (i) These will be used as support documents to the *Design-Builder's* applications for payment, or (ii) in the event that the *Design-Builder's Consultant* is the *Payment Certifier*, will become the payment certificates that authorize payments to the *Design-Builder*.
7. The *Design-Builder's* consultants are bound to fulfil their duties and responsibilities in accordance with the professional standards required by the various professions. The *Design-Builder's* consultants are consultants to the *Design-Builder* to provide the *Design Services*. This does not preclude them from performing normal professional duties, i.e. certifying payments, issuing certificates for payment, and interpretation of the *Contract* and *Construction Documents*.
8. The parties are required to identify the *Payment Certifier* in the Agreement, whose responsibility is to verify a claim and issue certificates for payment. The *Payment Certifier* may be the *Design-Builder's Consultant*, *Owner*, *Owner's* Advisor, or any knowledgeable third party, as designated by the *Owner*.
9. The *Owner's* Advisor is the person or entity employed or engaged by the *Owner* to assist in organizing and administering the design-build selection process and to provide ongoing professional assistance to the *Owner* during the *Project's* implementation as required by the *Owner*.

**SUMMARY OF IMPORTANT DIFFERENCES BETWEEN THE 1997 AND THE 2000 EDITIONS:**

1. Introduce and explain the roles of the *Payment Certifier* in Article 5.1.1, Article 6.1, Definition 14, GC 1.1.3, GC 2.3.3, and Part 5 of the General Conditions.
2. Revise the Definition of Construction Documents to reaffirm that they must meet the general functional intent of the *Contract Documents*.

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| A-5 | Payment                              |
| A-6 | Receipt of and Addresses for Notices |
| A-7 | Language of the Contract             |
| A-8 | Succession                           |

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|        |                                 |
|--------|---------------------------------|
| GC 6.1 | Changes                         |
| GC 6.2 | Change Order                    |
| GC 6.3 | Change Directive                |
| GC 6.4 | Concealed or Unknown Conditions |
| GC 6.5 | Delays                          |

#### PART 7 DEFAULT NOTICE

|        |                                                                                |
|--------|--------------------------------------------------------------------------------|
| GC 7.1 | Owner's Right to Perform the Work, Suspend the Work, or Terminate the Contract |
| GC 7.2 | Design-Builder's Right to Suspend the Work or Terminate the Contract           |

#### PART 8 DISPUTE RESOLUTION

|        |                                         |
|--------|-----------------------------------------|
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| GC 8.2 | Negotiation, Mediation, and Arbitration |
| GC 8.3 | Retention of Rights                     |

#### PART 9 PROTECTION OF PERSONS AND PROPERTY

|        |                                              |
|--------|----------------------------------------------|
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| GC 9.2 | Damages and Mutual Responsibility            |
| GC 9.3 | Toxic and Hazardous Substances and Materials |

#### PART 10 GOVERNING REGULATIONS

|         |                                  |
|---------|----------------------------------|
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| GC 10.2 | Laws, Notices, Permits, and Fees |
| GC 10.3 | Patent Fees                      |
| GC 10.4 | Workers' Compensation            |

#### PART 11 INSURANCE — BONDS

|         |           |
|---------|-----------|
| GC 11.1 | Insurance |
| GC 11.2 | Bonds     |

#### PART 12 INDEMNIFICATION — WAIVER — WARRANTY

|         |                  |
|---------|------------------|
| GC 12.1 | Indemnification  |
| GC 12.2 | Waiver of Claims |
| GC 12.3 | Warranty         |

Enquiries should be directed to:

The Secretary  
Canadian Construction Documents Committee  
400 - 75 Albert Street  
Ottawa, Ontario K1P 5E7  
Tel: (613) 236-9455  
Fax: (613) 236-9526  
[www.ccdc.org](http://www.ccdc.org)



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Document 14 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. Document 14 can have important consequences. The CCA, CSC, and RAIC do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of Document 14.

**AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER**  
**For use when a stipulated price is the basis of payment.**

This Agreement made as of the 30th day of August in the year 2012.

by and between

Town of Collingwood

hereinafter called the "*Owner*"

and

B.L.T. Construction Services Inc.

hereinafter called the "*Design-Builder*"

The *Owner* and the *Design-Builder* agree as follows:

**ARTICLE A-1 THE WORK**

The *Design-Builder* shall:

1.1 perform the *Work* required by the *Contract Documents* for Construction of insulated architectural membrane enclosure  
for Pool facility as per attached scope of work. Construction of Arena facility as per attached scope of work.

*insert above the title of the Work*

located at Pool: 451 Third Street, Collingwood, ON, L9Y 1L9 Arena: Hume Street, Collingwood, ON, L9Y 3Z8

*insert above the Place of the Work*

for which the Agreement has been signed by the parties, and for which SZETO Architect

*insert above the name of the Consultant*

is acting as, and is hereinafter called, the "*Consultant*",

1.2 do and fulfil everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the 26th day of November in the year 2012 and, subject to adjustment in

*Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*:

.1 10th day of June in the year 2013; or

.2 within 2 weeks after receipt of all approvals from authorities having jurisdiction.

*(Manually strike out inapplicable paragraph.)*

## ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* as described in Article A-3 of the Agreement - CONTRACT DOCUMENTS supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the *Work*.
- 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 Design-Builder
- Definitions of the Design-Build Stipulated Price Contract
- General Conditions of the Design-Build Stipulated Price Contract
- Owner's Statement of Requirements
- Construction Documents, after they have been accepted by the Owner
- \*
  - Appendix 1: Payment Terms
  - Detailed Budget for Pool Enclosure (attached)
  - Detailed Budget for Arena Construction (attached)
  - Macro Schedule (attached)
  - Permit Fees
  - No development fees
  - Grading to be provided only back to building (10 ft.)
  - No Civil Engineer
  - No Landscape Design
  - No Landscape scope of work
  - All Utilities to be provided to interior of mechanical room by owner (Hydro, Sanitary, Gas, Sprinkler, Domestic Water)
  - Assume soil has bearing capacity to suit normal footing conditions
  - No structural slab on grade

\* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. Supplementary Conditions; Proposals; Specifications, giving a list of contents with section numbers and titles, number of pages, and date; Drawings, giving drawing number, title, date, revision date or mark; Addenda, giving title, number, date)

## ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Ten million, nine hundred and seventy two thousand, four hundred and seventy eight

dollars and seventy four cents /100 dollars \$ 10,972,478.73

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Design-Builder* are:

One million, four hundred and twenty six thousand, four hundred and twenty two

dollars and twenty four cents /100 dollars \$ 1,426,422.24

4.3 Total amount payable by the *Owner* to the *Design-Builder* for the *Work* is:

Twelve million, three hundred and ninety eight thousand, nine hundred dollars and

ninety eight cents /100 dollars \$ 12,398,900.97

4.4 All amounts are in Canadian funds.

4.5 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

## ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent ( 10 %), the *Owner* shall:

- .1 make progress payments to the *Design-Builder* on account of the *Contract Price* when due in the amount certified by SZETO Architect

\_\_\_\_\_ *insert above the name of the Payment Certifier*

who is acting as, and is hereinafter called, the "*Payment Certifier*", together with such *Value Added Taxes* as may be applicable to such payment, and

- .2 upon *Substantial Performance of the Work*, pay to the *Design-Builder* 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 *Design-Builder* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler and machinery insurance policies, payments shall be made to the *Design-Builder* in accordance with the provisions of GC 11.1 - INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at two percent ( 2 %) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The prime rate shall be the lowest rate of interest quoted by the Royal Bank of Canada for prime business loans.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the amount of any claim advanced and for which the *Design-Builder* is thereafter entitled to payment, 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

- 6.1 Notices in writing between the parties or between them and the *Consultant* shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within 5 *Working Days* of the date of mailing when addressed as follows:

The *Owner* at P.O. Box 157, 97 Hurontario Street, Collingwood, Ontario, L9Y 3Z5

*street and number and postal box number if applicable*

*post office or district, province, postal code*

The *Design-Builder* at 953A Eglinton Avenue East, Toronto, Ontario, M4G 4B5

*street and number and postal box number if applicable*

*post office or district, province, postal code*

The *Consultant* at 70 Gibson Drive, Unit 11, Markham, Ontario, L3R 4C2

*street and number and postal box number if applicable*

*post office or district, province, postal code*

\*The *Payment Certifier* at 70 Gibson Drive, Unit 11, Markham, Ontario, L3R 4C2

*street and number and postal box number if applicable*

*post office or district, province, postal code*

\* *Manually strike out this paragraph if inapplicable*

#### 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

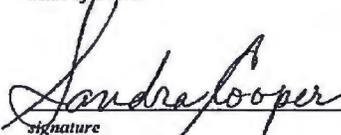
- 8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and permitted assigns.

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED  
in the presence of:

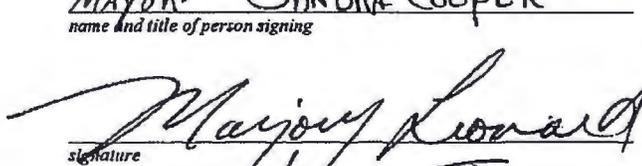
**Owner**

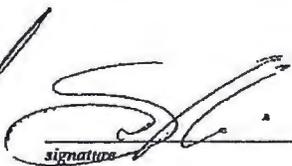
Town of Collingwood  
*name of Owner*

  
*signature*

MAYOR SANDRA COOPER  
*name and title of person signing*

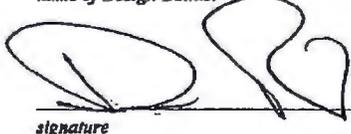
**WITNESS**

  
*signature*  
MARJORY LEONARD TREASURER  
*name and title of person signing*

  
*signature*  
MEGAN S. HOLLENBERGER, COORDINATOR CLEAN SERVICES  
*name and title of person signing*

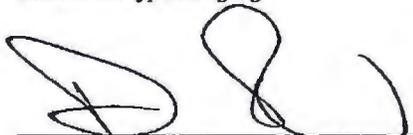
**Design-Builder**

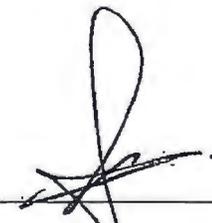
B.L.T. Construction Services Inc.  
*name of Design-Builder*

  
*signature*

David Barrow, Vice President  
*name and title of person signing*

**WITNESS**

  
*signature*  
Vice President  
*name and title of person signing*

  
*signature*  
James Corcadden, Project Manager  
*name and title of person signing*

- N.B. Where legal jurisdiction, local practice, or Owner or Design-Builder 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 OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

The following Definitions shall apply to all *Contract Documents*.

1. **Change Directive**  
A *Change Directive* is a written instruction signed by the *Owner* directing a change in the *Work* within the general scope of the *Contract Documents*.
2. **Change Order**  
A *Change Order* is a written amendment to the *Contract* signed by the *Owner* and the *Design-Builder* stating their agreement upon:
  - a change in the *Work*;
  - an amendment to the *Owner's Statement of Requirements*, if any;
  - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
  - the extent of the adjustment in the *Contract Time*, if any.
3. **Construction**  
*Construction* means the total construction and related services required by the *Contract Documents*.
4. **Construction Documents**  
The *Construction Documents* consist of the drawings and specifications that are prepared based on the *Contract Documents* by or on behalf of the *Design-Builder* and that are accepted and signed by the *Owner* and the *Design-Builder* after execution of the Agreement, as meeting the general functional intent of the *Contract Documents*.
5. **Consultant**  
The *Consultant* is the person or entity identified as such in the Agreement. The term *Consultant* means the Architect, the Engineer, or entity licensed to practice in the province or territory of the *Place of the Work* and engaged by the *Design-Builder* to provide the *Consultant's Design Services* and to coordinate the provision of the *Design Services* of all other consultants employed by the *Design-Builder*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative as designated by the *Design-Builder* to the *Owner* in writing.
6. **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.
7. **Contract Documents**  
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments thereto agreed upon between the parties.
8. **Contract Price**  
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
9. **Contract Time**  
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
10. **Design-Builder**  
The *Design-Builder* is the person or entity identified as such in the Agreement. The term *Design-Builder* means the *Design-Builder* or the *Design-Builder's* authorized representative as designated by the *Design-Builder* to the *Owner* in writing.
11. **Design Services**  
*Design Services* means the professional services for the design and construction administration performed by the *Consultant* or other consultants under the *Contract*.

12. **Owner**  
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated by the *Owner* to the *Design-Builder* in writing.
13. **Owner's Statement of Requirements**  
The *Owner's Statement of Requirements* consists of the site information and program requirements provided by the *Owner* and as listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments thereto agreed upon between the parties.
14. **Payment Certifier**  
The *Payment Certifier* is the person or entity identified as such in the Agreement responsible for the issuance of certificates for payment. The *Payment Certifier* may be the *Consultant*, *Owner*, or any knowledgeable third party, as designated by the *Owner*.
15. **Place of the Work**  
The *Place of the Work* is the designated site or location of the *Construction* identified in Article A-1 of the Agreement - THE WORK.
16. **Product**  
*Product* or *Products* means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include machinery and equipment used to prepare, fabricate, convey, or erect the *Work*, which are referred to as construction machinery and equipment.
17. **Project**  
The *Project* means the *Owner's* enterprise of which the *Work* may be the whole or a part.
18. **Provide**  
*Provide* means to supply and install.
19. **Subcontractor**  
A *Subcontractor* is a person or entity, other than the *Consultant* or other consultants, having a direct contract with the *Design-Builder* to perform a part or parts of the *Work*, or to supply *Products* worked to a special design for the *Work*.
20. **Substantial Performance of the Work**  
*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
21. **Supplier**  
A *Supplier* is a person or entity having a direct contract with the *Design-Builder* to supply *Products* not worked to a special design for the *Work*.
22. **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, Harmonized Sales Taxes, and any similar tax, the payment or collection of which, by the legislation imposing such tax, is an obligation of the *Design-Builder*.
23. **Work**  
The *Work* means the *Design Services* and *Construction* required by the *Contract*.
24. **Working Day**  
*Working Day* means a day other than a Saturday, Sunday, or a holiday which is observed by the construction industry in the area of the *Place of the Work*.

## GENERAL CONDITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

### PART 1 GENERAL PROVISIONS

#### GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the *Design Services, Construction*, and other services necessary for the performance of the *Work* in accordance with these documents. It is not intended, however, that the *Design-Builder* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between the *Owner* and the *Consultant*, an other consultant, a *Subcontractor*, a *Supplier*, or their agent, employee, or any other person performing any of the *Work*.
- 1.1.3 If the *Payment Certifier* is not the *Consultant* or the *Owner*, the *Owner* shall, if requested in writing by the *Design-Builder*, disclose the contractual relationship between the *Owner* and the *Payment Certifier* by provision of a copy of the contract with the *Payment Certifier* to the *Design-Builder*.
- 1.1.4 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.5 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.6 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.7 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, and the services necessary for the performance of the *Construction*.
- 1.1.8 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 *Construction*, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.1.9 Neither the organization of the specifications into divisions, sections, and parts, nor the arrangement of drawings shall control the *Design-Builder* in dividing the work among *Subcontractors* and *Suppliers* or in establishing the extent of the work to be performed by a trade.
- 1.1.10 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
    - the Agreement between the *Owner* and the *Design-Builder*,
    - the Definitions,
    - Supplementary Conditions,
    - the General Conditions,
    - the *Owner's Statement of Requirements*,
    - the *Construction Documents*:
      - o Division 1 of the specifications,
      - o Divisions 2 through 16 of the specifications,
      - o material and finishing schedules,
      - o drawings.
  - .2 drawings of larger scale shall govern over those of smaller scale of the same date.
  - .3 dimensions shown on drawings shall govern over dimensions scaled from drawings.
  - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.11 Copyright for the design and drawings prepared by or on behalf of the *Design-Builder* belongs to the *Consultant* or other consultants who prepared them.
- 1.1.12 Plans, sketches, drawings, graphic representations, and specifications, including computer generated designs, when prepared by the *Consultant*, or other consultants are instruments of their service and shall remain their property whether the *Construction* for which they are made is executed or not.

- 1.1.13 Submissions or distribution of the *Consultant* or other consultants' plans, sketches, drawings, graphic representations, and specifications to meet official regulatory requirements or for other purposes in connection with the *Work* is not to be construed as publication in derogation of their reserved rights.
- 1.1.14 The *Owner* may retain copies, including reproducible copies, of plans, sketches, drawings, graphic representations, and specifications for information and reference in connection with the *Owner's* design and construction and the *Owner's* use and occupancy of the *Work*. As a condition precedent to the use of such documents, the *Owner* shall have paid in full for any *Design Services* rendered. The *Design-Builder* will, prior to any payment being issued under this *Contract*, deliver to the *Owner* a consent and acknowledgement signed by the *Consultant* confirming the *Consultant's* agreement that the *Owner* may use any material produced by the *Consultant* and in which the *Consultant* retains any copyright in the manner set forth in paragraphs 1.1.13 to 1.1.16.
- 1.1.15 Except for reference purposes, the plans, sketches, drawings, graphic representations, and specifications shall not be used for additions or alterations to the *Work* or on any other project.
- 1.1.16 Models and architectural renderings furnished by the *Design-Builder* at the *Owner's* expense are the property of the *Owner*.

## GC 1.2 OWNER SUPPLIED INFORMATION

- 1.2.1 Unless the *Contract Documents* specifically state otherwise, the *Design-Builder*, *Consultant* and other consultants may rely on the accuracy and completeness of all information provided by the *Owner* without regard for the source of such information.
- 1.2.2 Notwithstanding any other provision of the *Contract*, the *Design-Builder* is not responsible for any design errors or omissions in any designs or specifications provided by or on behalf of the *Owner* unless the *Design-Builder* has been specifically requested to review and has accepted in writing those designs and specifications under the *Contract*.
- 1.2.3 The *Owner* shall furnish the information and services required under the *Contract* promptly to avoid delay in the performance of the *Contract*.
- 1.2.4 The *Owner's Statement of Requirements* may include:
- .1 site information e.g. site description, topographical and boundary surveys, environmental, geotechnical and designated substance investigation reports, utility information, and covenants and restrictions on the property; and
  - .2 the *Owner's* program requirements e.g. design objectives and parameters, performance requirements, constraints and criteria, spatial and functional requirements and relationships, flexibility and potential for expansion, special equipment and systems, and site requirements and budget.
- 1.2.5 The *Design-Builder* shall review the *Owner's Statement of Requirements* and shall report promptly to the *Owner* any significant error, inconsistency, or omission the *Design-Builder* may discover.
- 1.2.6 The review by the *Design-Builder* under paragraph 1.2.5 shall be to the best of the *Design-Builder's* knowledge, information, and belief and in making such review the *Design-Builder* does not assume any responsibility to the *Owner* for the accuracy of the review with respect to the *Owner's Statement of Requirements* prepared by or on behalf of the *Owner*.
- 1.2.7 The *Design-Builder* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the *Owner's Statement of Requirements* prepared by or on behalf of the *Owner* which the *Design-Builder* did not discover.
- 1.2.8 If the *Design-Builder* does discover any significant error, inconsistency, or omission in the *Owner's Statement of Requirements* prepared by or on behalf of the *Owner*, the *Design-Builder* shall not proceed with the work affected until the *Design-Builder* and the *Owner* have discussed how the information should be corrected or supplied.

## GC 1.3 LAW OF THE CONTRACT

- 1.3.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

## GC 1.4 RIGHTS AND REMEDIES

- 1.4.1 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.

- 1.4.2 Except as expressly provided in the *Contract Documents*, no action or failure to act by the *Owner*, *Design-Builder*, or the *Consultant* 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 to in writing.

#### GC 1.5 ASSIGNMENT

- 1.5.1 Neither party to the *Contract* shall assign all or any part of the *Contract* without the written consent of the other, which consent shall not be unreasonably withheld.

#### GC 1.6 CONFIDENTIALITY

- 1.6.1 The *Owner* and the *Design-Builder* shall keep confidential all matters respecting technical, commercial, and legal issues relating to or arising out of the *Work* or the performance of the *Contract* and shall not, without the prior written consent of the other party, disclose any such matters, except in strict confidence, to its professional advisors.

### PART 2 DESIGN SERVICES AND ADMINISTRATION OF THE CONTRACT

#### GC 2.1 CONSULTANT

- 2.1.1 The *Design-Builder* shall engage the *Consultant* under a contract pursuant to which the *Consultant's* services, duties and responsibilities will include:
- .1 the review of the *Owner's Statement of Requirements*;
  - .2 the review with the *Owner* of reasonable alternative approaches to the design;
  - .3 the preparation of a design that meets the criteria set forth in the *Contract Documents*;
  - .4 the coordination required to integrate all parts of the *Design Services*;
  - .5 the preparation of schematic design documents to illustrate the scale and character of the *Work* and how the parts of the *Work* functionally relate to each other;
  - .6 the preparation of design development documents, based on the schematic design documents accepted by the *Owner*, consisting of drawings and other documents appropriate to the size of the *Work* to describe the size and character of the entire *Work* including architectural, mechanical and electrical systems, materials, and such other elements as may be appropriate;
  - .7 the preparation of *Construction Documents* setting forth in detail the requirements for *Construction* based on the design development documents accepted by the *Owner*;
  - .8 the provision of assistance to the *Owner* and *Design-Builder* to obtain approvals, permits, and licenses for the *Construction*;
  - .9 the conducting of general review of the progress of the *Construction*, to the extent necessary, in order to determine to the *Consultant's* satisfaction that the *Construction* is performed in general conformity with the requirements of:
    - (1) The *Contract Documents*, and
    - (2) The applicable statutes, regulations, codes, and bylaws of all authorities having jurisdiction over the *Work*;
  - .10 the assurances required by regulatory authorities respecting substantial conformance of the design with the applicable building regulations, other than construction safety issues;
  - .11 the preparation of *Change Orders* and *Change Directives* as set out in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE;
  - .12 the determining of amounts owing to the *Design-Builder* based on the *Consultant's* observations and evaluation of the *Design-Builder's* applications for payment;
  - .13 the issuance of certificates for payment in the value proportionate to the amount of the *Contract*, for *Work* performed and *Products* delivered to the *Place of the Work*;
  - .14 the interpretation, in the first instance, of the requirements of the *Construction Documents* and the making of findings as to the performance thereunder by both the *Owner* and the *Design-Builder* without showing partiality to either the *Owner* or the *Design-Builder*, and in no event incurring liability for the result of such interpretations or findings rendered in good faith in such capacity;
  - .15 the interpretation and finding, in the first instance, of claims, disputes, and other matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER.
  - .16 the rejecting of work which does not conform to the requirements of the *Contract Documents*;

- .17 the requiring of special testing and inspection of the *Construction* at the sole discretion of the *Consultant*, whether or not such *Construction* has been fabricated, installed, or completed;
  - .18 the determining of the date of *Substantial Performance of the Work* and the issuing of a certificate attesting to same;
  - .19 the verification of the *Design-Builder's* application for final payment and the issuing of a certificate for payment;
  - .20 the reviewing of any defects or deficiencies in the *Work* during the period described in GC 12.3 - WARRANTY and the issuance of appropriate instructions for the correction of same; and
  - .21 such other work that may be required from time to time that is agreed to by the *Owner* and the *Design-Builder* in writing and is acceptable to the *Consultant*.
- 2.1.2 In performing the above duties, the *Consultant* will provide the necessary services as expeditiously as is required for the orderly progress of the *Work*.
- 2.1.3 All certificates issued by the *Consultant* shall 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.
- 2.1.4 The *Consultant* shall perform the *Design Services* and fulfil the *Consultant's* duties and responsibilities to the standard of diligence, skill, and care that consultants would customarily provide in similar circumstances and in the same relative geographic location, subject to the *Consultant's* professional and legal obligations.
- 2.1.5 The *Owner* waives any right of action in negligence or otherwise against the *Consultant* or any other consultant employed by the *Design-Builder* in respect of performance of the *Design Services* except to the extent the *Owner* may be entitled to make a claim against the *Design-Builder* under the *Contract*.
- 2.1.6 If the *Consultant's* engagement is terminated, the *Design-Builder* shall engage a new *Consultant* to provide the *Consultant's* services. The *Design-Builder* shall notify the *Owner* in writing before appointing or reappointing a *Consultant* to provide the *Design Services*. The *Design-Builder* shall not appoint any *Consultant* to whom the *Owner* may reasonably object.

#### GC 2.2 OWNER'S REPRESENTATIVE

- 2.2.1 The *Owner* shall designate a representative authorized to act on the *Owner's* behalf and shall specify in written notice to the *Design-Builder* any limits on the representative's authority.
- 2.2.2 Subject to any notified limitations in authority, the *Design-Builder* may rely upon any written instructions or directions provided by the *Owner's* representative.
- 2.2.3 The *Owner's* representative shall take all reasonable steps to be accessible to the *Design-Builder* during performance of the *Contract* and shall render any necessary decisions or instructions promptly to avoid delay in the performance of the *Contract*.
- 2.2.4 The *Owner* and *Owner's* representatives shall not communicate with any *Subcontractors* performing the *Work* except through the *Design-Builder* or a person designated by the *Design-Builder*.

#### GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Design-Builder* shall
- .1 permit the *Owner* to review all material aspects of the design of the *Work* as the design proceeds, and
  - .2 provide a copy of all drawings, specifications, and diagrams to the *Owner* when required for review and acceptance.
- 2.3.2 From time to time, the *Design-Builder* may request and, on request, the *Owner* shall examine certain aspects of the design as set out on design development documents or *Construction Documents* to confirm that the design aspects are in general compliance with:
- .1 the qualitative, functional layout, operational, and other *Owner* requirements for the *Work*; and
  - .2 the standards of finish, comfort, or aesthetics as required by the *Contract Documents*.
- 2.3.3 The *Owner*, the *Consultant* and the *Payment Certifier* shall have access to the *Construction* at all times. The *Design-Builder* shall provide sufficient, safe, and proper facilities at all times for their review of the *Construction* and the inspection of the *Construction* by authorized agencies. If parts of the *Construction* are in preparation at locations other than the *Place of the Work*, the *Owner*, the *Consultant* and the *Payment Certifier* shall be given access to such work whenever it is in progress.

- 2.3.4 If work is designated for tests, inspections, or approvals in the *Contract Documents*, or by the instructions of the *Owner* or the *Consultant*, or the laws or ordinances of the *Place of the Work*, the *Design-Builder* shall give the *Owner* reasonable notice of when the work will be ready for review and inspection. The *Design-Builder* shall arrange for and shall give the *Owner* reasonable notice of the date and time of inspections by other authorities.
- 2.3.5 The *Design-Builder* shall furnish promptly to the *Consultant* and to the *Owner*, on request, a copy of certificates and inspection reports relating to the *Work*.
- 2.3.6 If the *Design-Builder* 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 *Design-Builder* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good the covering work at the *Design-Builder's* expense.
- 2.3.7 The *Owner* may order any portion or portions of the *Construction* 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 *Design-Builder* 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 all costs incurred by the *Design-Builder* as a result of such examination and restoration.
- 2.3.8 The *Consultant* shall provide any required assurances to regulatory authorities respecting substantial conformance of the *Construction* with the design approved by that authority for issuance of the building permit.

#### GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Design-Builder* shall promptly remove from the *Place of the Work* and replace or re-execute defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, design, use of defective products, or damage through carelessness or other act or omission of the *Design-Builder*.
- 2.4.2 The *Design-Builder* shall make good promptly other contractors' work destroyed or damaged by such removals or replacements at the *Design-Builder's* expense.
- 2.4.3 If, in the opinion of the *Owner*, 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 *Design-Builder* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Design-Builder* does not agree on the difference in value, the *Design-Builder* shall refer the dispute to Part 8 of the General Conditions - DISPUTE RESOLUTION.

### PART 3 EXECUTION OF THE WORK

#### GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Design-Builder* 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 *Design-Builder* shall be solely responsible for construction means, methods, techniques, sequences, and procedures with respect to the *Construction* and for co-ordinating the various parts of the *Construction* under the *Contract*.
- 3.1.3 The *Design-Builder* shall keep the *Owner* informed of the progress of the *Work*.
- 3.1.4 The *Design-Builder* is solely responsible for the quality of the *Work* and shall undertake any quality control activities specified in the *Contract Documents* or, if none are specified, as may be reasonably required to ensure such quality.

#### GC 3.2 CONSTRUCTION DOCUMENTS

- 3.2.1 During the progress of the *Work*, the *Design-Builder* shall furnish to the *Owner* the *Construction Documents* that describe details of the design required by the *Contract Documents*. At the time of submission the *Design-Builder* shall notify the *Owner* in writing of any significant deviations in the *Construction Documents* from the requirement of the *Contract Documents*.

- 3.2.2 The *Design-Builder* shall submit the *Construction Documents* to the *Owner* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work*. Upon request of the *Owner* or the *Design-Builder*, they jointly shall prepare a schedule of the dates for submission and return of *Construction Documents*.
- 3.2.3 The *Owner* shall review the *Construction Documents* in accordance with the schedule agreed upon, or in the absence of an agreed schedule with reasonable promptness so as to cause no delay. The *Owner's* review is for conformity to the intent of the *Contract Documents*. The *Owner's* review shall not relieve the *Design-Builder* of responsibility for errors or omissions in the *Construction Documents* or for meeting all requirements of the *Contract Documents* unless the *Owner* expressly accepts a deviation from the *Contract Documents*.
- 3.2.4 No later than 7 days after completing the review, the *Owner* shall notify the *Design-Builder* in writing that the *Owner* has accepted and has signed the *Construction Documents* or shall notify the *Design-Builder*, giving reasons in writing, why the *Owner* rejects the *Construction Documents*. Upon request by the *Owner*, the *Design-Builder* shall revise and resubmit *Construction Documents* which the *Owner* has rejected. The *Design-Builder* shall notify the *Owner* in writing of any revisions to any resubmission other than those requested by the *Owner*.
- 3.2.5 When the *Construction Documents* are accepted and signed by the *Owner* and the *Design Builder* such *Construction Documents* shall become part of the *Contract Documents*.
- 3.2.6 When a change is required to the *Construction Documents* that have been accepted and signed by the *Owner*, it shall be made in accordance with GC 6.1 - CHANGES, GC 6.2 - CHANGE ORDER, or GC 6.3 - CHANGE DIRECTIVE.

### GC 3.3 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.3.1 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.
- 3.3.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
  - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
  - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
  - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Design-Builder* as it affects the *Work*; and
  - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.3.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Design-Builder* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to introduce and store their products and use their construction machinery and equipment to execute their work;
  - .2 co-ordinate and schedule the *Work* with the work of other contractors and *Owner's* own forces and connect as specified or shown in the *Contract Documents*;
  - .3 participate with other contractors and the *Owner* in reviewing their schedules when directed by the *Owner*; and
  - .4 where part of the *Work* is affected by or depends upon for its proper execution the work of other contractors or *Owner's* own forces, promptly report to the *Owner* in writing and prior to proceeding with that part of the *Work*, any apparent deficiencies in such work. Failure by the *Design-Builder* to so report shall invalidate any claims against the *Owner* by reason of the deficiencies in the work of other contractors or *Owner's* own forces except those deficiencies not then reasonably discoverable.
- 3.3.4 Where a change in the *Work* is required as a result of the co-ordination and connection 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 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.
- 3.3.5 Claims, disputes, and other matters in question between the *Design-Builder* 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 *Design-Builder* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar requirement to arbitrate such dispute.

**GC 3.4 SCHEDULE OF THE WORK**

- 3.4.1 The *Design-Builder* shall:
- .1 prepare and submit to the *Owner* prior to the first application for payment, a schedule of the *Work* 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 *Design Services* and *Construction* relative to the schedule of the *Work* and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
  - .3 advise the *Owner* in writing 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 CONSTRUCTION SAFETY**

- 3.5.1 Subject to paragraph 3.3.2.2 of GC 3.3 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Design-Builder* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations, and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the *Construction*.

**GC 3.6 SUPERVISOR**

- 3.6.1 The *Design-Builder* shall employ a competent supervisor and necessary assistants who shall be in attendance at the *Place of the Work* while the *Construction* is being performed. The supervisor shall not be changed except for valid reason.
- 3.6.2 The supervisor shall represent the *Design-Builder* at the *Place of the Work* and notices and instructions given to the supervisor by the *Owner* shall be held to have been received by the *Design-Builder*.

**GC 3.7 OTHER CONSULTANTS, SUBCONTRACTORS, AND SUPPLIERS**

- 3.7.1 The *Design-Builder* 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 the *Consultant*, and other consultants to require them to perform their design and other services as provided in the *Contract Documents*;
  - .2 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work and related services as required by the *Contract Documents*;
  - .3 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with the *Consultant*, other consultants, *Subcontractors*, and *Suppliers* insofar as they are applicable; and
  - .4 be as fully responsible to the *Owner* for acts and omissions of the *Consultant*, other consultants, *Subcontractors*, *Suppliers*, and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Design-Builder*.
- 3.7.2 The *Design-Builder* shall indicate in writing, at the request of the *Owner*, other consultants, *Subcontractors*, or *Suppliers* whose proposals or bids have been received by the *Design-Builder* which the *Design-Builder* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Design-Builder* shall employ other consultants, *Subcontractors*, or *Suppliers* so identified by the *Design-Builder* in writing for the performance of that portion of the *Work* to which their proposal or bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Design-Builder* has signed the subcontract, object to the use of a proposed other consultant, *Subcontractor*, or *Supplier* and require the *Design-Builder* to employ another proposed other consultant or subcontract bidder.
- 3.7.4 If the *Owner* requires the *Design-Builder* to change a proposed other consultant, *Subcontractor*, or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.
- 3.7.5 The *Design-Builder* shall not be required to employ as an other consultant, *Subcontractor*, or *Supplier*, a person or firm to whom the *Design-Builder* may reasonably object.
- 3.7.6 The *Owner* may provide to other consultants, *Subcontractors*, or *Suppliers* information as to the percentage of their work which has been certified for payment.

**GC 3.8 LABOUR AND PRODUCTS**

- 3.8.1 The *Design-Builder* shall provide and pay for labour, *Products*, tools, construction machinery and equipment, water, heat, light, power, transportation, and other facilities and services, including *Design Services*, necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified, all *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those similar products specified.
- 3.8.3 The *Design-Builder* shall maintain good order and discipline among the *Design-Builder's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

**GC 3.9 DOCUMENTS AT THE SITE**

- 3.9.1 The *Design-Builder* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner*.

**GC 3.10 SHOP DRAWINGS**

- 3.10.1 Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, product, and other data which illustrate details of a portion of the *Work*.
- 3.10.2 The *Design-Builder* shall provide shop drawings as described in the *Contract Documents* or as the *Owner* may reasonably request.
- 3.10.3 The *Design-Builder*, the *Consultant* and where appropriate, other consultants, shall review all shop drawings. The *Design-Builder* represents by this review that: the *Design-Builder* has determined and verified all field measurements and field construction conditions, or will do so; *Product* requirements; catalogue numbers; and similar data and that the *Design-Builder* has checked and coordinated each shop drawing with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.4 Shop drawings which require approval of any authority having jurisdiction shall be submitted to such authority by the *Design-Builder*.
- 3.10.5 If the *Owner* requests to review shop drawings, the *Design-Builder* shall submit them in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of shop drawings.
- 3.10.6 The *Owner's* review under paragraph 3.10.5 is for conformity to the intent of the *Contract Documents* and for general arrangement only. The *Owner's* review shall not relieve the *Design-Builder* of the responsibility for errors or omissions in the shop drawings or for meeting all requirements of the *Contract Documents* unless the *Owner* expressly accepts a deviation from the *Contract Documents*.

**GC 3.11 USE OF THE WORK**

- 3.11.1 The *Design-Builder* shall confine construction machinery and equipment, storage of *Products*, and operations of employees to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Construction*.
- 3.11.2 The *Design-Builder* shall not load or permit to be loaded any part of the *Construction* with a weight or force that will endanger the safety of the *Project*.

**GC 3.12 CUTTING AND REMEDIAL WORK**

- 3.12.1 The *Design-Builder* shall do the cutting and remedial work required to make the several parts of the *Construction* come together properly.
- 3.12.2 The *Design-Builder* shall co-ordinate the *Work* to ensure that this requirement is kept to a minimum.
- 3.12.3 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Construction*.

**GC 3.13 CLEANUP**

- 3.13.1 The *Design-Builder* shall maintain the *Place of the Work* in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors, or their employees.
- 3.13.2 The *Design-Builder* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors, or their employees, and shall leave the *Place of the Work* clean and suitable for occupancy by the *Owner* before attainment of *Substantial Performance of the Work*. The *Design-Builder* shall remove products, tools, construction machinery, and equipment not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final certificate for payment, the *Design-Builder* shall remove products, tools, construction machinery and equipment, and waste products and debris, other than that resulting from the work of the *Owner*, other contractors, or their employees.

**GC 3.14 SIGNAGE**

- 3.14.1 Unless reasonably objected by the *Owner*, the *Design-Builder* and the *Consultant* shall be entitled to sign the building by inscription or otherwise on a suitable and reasonably visible part of the permanent fabric of the building.
- 3.14.2 The *Design-Builder* may erect a sign identifying the *Design-Builder*, the *Consultant*, other consultants, and *Subcontractors* at the *Place of the Work* during the construction.

**PART 4 ALLOWANCES****GC 4.1 CASH ALLOWANCES**

- 4.1.1 The *Contract Price* includes cash allowances stated in the *Contract Documents*, which allowances shall be expended as the *Owner* directs.
- 4.1.2 Cash allowances cover the net cost to the *Design-Builder* of services, *Products*, construction machinery and equipment, freight, unloading, handling, storage, installation, and other authorized expenses incurred in performing the *Work* stipulated under the cash allowances but do not include any *Value Added Taxes* payable by the *Owner* to the *Design-Builder*.
- 4.1.3 The *Contract Price*, and not the cash allowances, includes the *Design-Builder's* overhead and profit in connection with such cash allowances.
- 4.1.4 Where costs under a cash allowance exceed the amount of the allowance, the *Design-Builder* shall be compensated for any excess incurred and substantiated plus an amount for overhead and profit as provided in GC 6.1 - CHANGES.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the actual cost and each cash allowance.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Design-Builder* and the *Owner* shall jointly prepare a schedule that shows when the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

**GC 4.2 CONTINGENCY ALLOWANCE**

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.3 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.2 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 *Design-Builder*, prior to execution of the Agreement, and promptly from time to time as requested thereafter, furnish to the *Design-Builder* reasonable evidence that financial arrangements have been made to fulfil the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall notify the *Design-Builder* in writing of any material change in the *Owner's* financial arrangements during the performance of the *Contract*.

### GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 The *Design-Builder* shall submit to the *Owner*, at least 14 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.
- 5.2.3 The schedule of values shall be made out in such form and supported by such evidence as accepted by the *Owner* and shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.4 Applications for payment shall be dated the last day of the agreed monthly payment period. They shall be issued to the *Owner* and unless the *Payment Certifier* is identified to be the *Consultant*, to the *Payment Certifier*. 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* at that date.
- 5.2.5 The *Design-Builder* shall include a statement based on the schedule of values with each application for payment and a certificate for payment issued by the *Consultant* to the *Design-Builder* in the amount applied for by the *Design-Builder*.
- 5.2.6 Claims for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Owner* may reasonably require to establish the value and delivery of the *Products*.

### GC 5.3 PROGRESS PAYMENT

- 5.3.1 If the *Payment Certifier* is not the *Consultant* or the *Owner*, the *Payment Certifier* will issue to the *Owner*, and if the *Payment Certifier* is the *Owner*, the *Owner* shall issue, no later than 10 days after the receipt of an application for payment from the *Design-Builder* submitted in accordance with GC 5.2 - APPLICATION FOR PROGRESS PAYMENT, a certificate for payment in the amount applied for or in such other amount as the *Payment Certifier* determines to be properly due. If the *Payment Certifier* amends the application, the *Payment Certifier* will promptly notify the *Design-Builder* in writing giving reasons for the amendment.
- 5.3.2 The *Owner* shall make payment to the *Design-Builder* on account as provided in Article A-5 of the Agreement - PAYMENT no later than 15 days after the receipt of a certificate for payment issued by the *Payment Certifier* or after the *Owner* has issued a certificate as contemplated by paragraph 5.3.1.

### GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Design-Builder* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Design-Builder* shall prepare and submit to the *Owner* a comprehensive list of items to be completed or corrected and apply for a review by the *Owner*. Failure to include an item on the list does not alter the responsibility of the *Design-Builder* to complete the *Contract*.
- 5.4.2 The *Design-Builder's* list and application for *Substantial Performance of the Work* shall include a statement from the *Consultant* representing to the *Design-Builder* the validity of the list and the date of *Substantial Performance of the Work* or designated portion of the *Work*. Where required by the applicable lien legislation, the *Consultant* shall issue a certificate of *Substantial Performance of the Work*.

- 5.4.3 If the *Consultant* is not the *Payment Certifier* and the applicable lien legislation requires the *Payment Certifier* to determine whether the *Contract* has been substantially performed, the *Owner* shall require the *Payment Certifier* within 7 days after receipt of the *Design-Builder's* application for *Substantial Performance of the Work* issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.4 Immediately following the issuance of a certificate of *Substantial Performance of the Work*, the *Design-Builder*, in consultation with the *Owner*, will establish a reasonable date for finishing the *Work*.

#### GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work* as in accordance with GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Design-Builder* shall:
- .1 submit an application for payment of the holdback amount,
  - .2 submit a sworn statement that all accounts for the *Design Services*, labour, subcontracts, *Products*, construction machinery and equipment, and other indebtedness which may have been incurred by the *Design-Builder* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or those amounts not yet paid by the *Owner* to the *Design-Builder* for *Work* done which amounts in the *Design-Builder's* hands would be payable by the *Design-Builder* to those with whom it is bound by contract for the performance of the *Work* or any amounts identified by the *Design-Builder*, the payment of which is in dispute.
- 5.5.2 After the receipt of an application for payment from the *Design-Builder* and the sworn statement as provided in paragraph 5.5.1, the *Payment Certifier* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount has not been placed in a separate holdback account as may be required by the lien legislation applicable to the *Place of the Work*, the *Owner* shall, 10 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 *Design-Builder*.

In the Common Law provinces GC 5.5.4 shall read as follows:

- 5.5.4 The holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice, or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.

In the Province of Quebec GC 5.5.4 shall read as follows:

- 5.5.4 The holdback amount authorized by the certificate for payment of the holdback amount is due and payable no later than 30 days after the date of *Substantial Performance of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any legal hypothecs that have been taken or could be taken against the *Work* or other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.

#### GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

In the Common Law provinces GC 5.6.1 shall read as follows:

- 5.6.1 Where legislation permits and where, upon application by the *Design-Builder*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Design-Builder* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*.

In the Province of Quebec GC 5.6.1 shall read as follows:

- 5.6.1 Where, upon application by the *Design-Builder*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Design-Builder* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier* no later than 30 days after the date of *Substantial Performance of the Work*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken or could be taken against the *Work* or other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.6.2 Notwithstanding the provisions of the preceding paragraph, and notwithstanding the wording of such certificates, the *Design-Builder* shall ensure that such subcontract work or *Products* is protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

#### GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Design-Builder* considers that the *Work* is completed, the *Design-Builder* shall submit an application for final payment and a certificate for payment issued by the *Consultant* to the *Design-Builder* in the amount applied for by the *Design-Builder*.
- 5.7.2 Unless the *Payment Certifier* is identified to be the *Consultant*, the *Payment Certifier* will review the *Work* to verify the validity of the application after the receipt of the *Design-Builder's* application for final payment and the *Consultant's* certificate for payment. The *Payment Certifier* will review the *Work* within 10 days of receipt of the *Design-Builder's* application and will issue to the *Owner*, no later than 7 days after reviewing the *Work*, a certificate for payment in the amount applied for or in such other amount as the *Payment Certifier* determines to be properly due. If the *Payment Certifier* amends the application, the *Payment Certifier* will promptly notify the *Design-Builder* in writing giving reasons for the amendment.
- 5.7.3 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall make payment to the *Design-Builder* on account as provided in Article A-5 of the Agreement - PAYMENT no later than 15 days after the receipt of a final certificate for payment issued by the *Payment Certifier*.

#### GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Design-Builder*, there are items of the *Work* that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Payment Certifier* 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 *Payment Certifier* determines is sufficient and reasonable to cover the cost of performing such remaining work.

#### GC 5.9 NON-CONFORMING WORK

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

### PART 6 CHANGES IN THE WORK

#### GC 6.1 CHANGES

- 6.1.1 The *Owner*, without invalidating the *Contract*, may make changes in the *Work* consisting of additions, deletions, or other revisions to the *Work* by *Change Order* or *Change Directive*.
- 6.1.2 The *Design-Builder* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive* except as provided in paragraph 6.1.6.
- 6.1.3 If a change in the *Work* results in a net increase in the *Contract Price*, an allowance for overhead and profit shall be included.
- 6.1.4 If a change in the *Work* results in a net decrease in the *Contract Price*, the amount of the credit shall be the net cost, without deduction for overhead or profit.

- 6.1.5 When both additions and deletions covering related work or substitutions are involved in a change in the *Work*, the allowance for overhead and profit shall be calculated on the basis of the net increase, if any, with respect to that change in the *Work*.
- 6.1.6 The *Design-Builder*, without invalidating the *Contract*, may make minor adjustments in the *Work* consistent with the intent of the *Contract Documents* without a *Change Order* and shall advise the *Owner* in writing of such adjustments. Such adjustments in the *Work* shall not involve adjustment in the *Contract Price* or *Contract Time*.

#### GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Owner* or the *Design-Builder* shall provide a notice in writing describing the proposed change in the *Work* to the other party. The responding party shall present, in a form acceptable to the other party, an amendment to the *Owner's Statement of Requirements*, if any, and 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 *Design-Builder* agree to the amendment to the *Owner's Statement of Requirements*, 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* and signed by the *Owner* and *Design-Builder*. The value of the *Work* performed as the result of a *Change Order* shall be included in applications for progress payment.
- 6.2.3 If the *Owner* requests the *Design-Builder* to submit a proposal for a change in the *Work* and then elects not to proceed with the change, a *Change Order* shall be issued for the *Owner* to reimburse the *Design-Builder* for all costs incurred in any *Design Services* rendered.

#### GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Design-Builder* to proceed with a change in the *Work* within the general scope of the *Work* prior to the *Owner* and the *Design-Builder* agreeing upon the adjustment in *Contract Price* and *Contract Time*, the *Owner* shall direct the preparation of a *Change Directive*.
- 6.3.2 Upon receipt of a *Change Directive*, the *Design-Builder* shall proceed promptly with the change in the *Work*.
- 6.3.3 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 expenditures and savings to perform the work attributable to the change.
- 6.3.4 The *Design-Builder* shall keep and present, in such form as the *Owner* may require, an itemized accounting of the cost of expenditures and savings referred to in paragraph 6.3.3 together with supporting data. The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of all of the following:
- .1 wages and benefits paid for labour in the direct employ of the *Design-Builder* under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the *Owner* and *Design-Builder*;
  - .2 salaries, wages, and benefits of the *Design-Builder's* personnel, when stationed at the field office, in whatever capacity employed; and personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment;
  - .3 salaries, wages, and benefits of the *Design-Builder's* office personnel engaged in a technical capacity, and other personnel identified in the agreed wage schedule for the time spent in the performance of the *Work*;
  - .4 contributions, assessments, or taxes incurred for such items as employment insurance, provincial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the *Design-Builder* and included in the cost of the work as provided in paragraphs 6.3.4.1, 6.3.4.2, and 6.3.4.3;
  - .5 travel and subsistence expenses of the *Design-Builder's* personnel described in paragraphs 6.3.4.1, 6.3.4.2, and 6.3.4.3;
  - .6 the cost of *Design Services* including all fees and disbursements of the *Consultant* or other consultants engaged or employed to provide such services;
  - .7 the cost of all *Products* including cost of transportation thereof;
  - .8 the cost of materials, supplies, equipment, temporary services and facilities, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed; and cost less salvage value on such items used but not consumed, which remain the property of the *Design-Builder*;

- .9 rental cost of all tools, machinery, and equipment, exclusive of hand tools, whether rented from or provided by the *Design-Builder* or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery cost thereof;
  - .10 deposits lost;
  - .11 the amounts of all subcontracts;
  - .12 the cost of quality assurance such as independent inspection and testing services;
  - .13 charges levied by authorities having jurisdiction at the *Place of the Work*;
  - .14 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Design-Builder's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
  - .15 any adjustment in premium for all bonds and insurance which the *Design-Builder* is required, by the *Contract Documents*, to purchase and maintain in relation to the performance of the *Work*;
  - .16 any adjustment in taxes and duties for which the *Design-Builder* is liable in relation to the performance of the *Work*;
  - .17 charges for long distance telephone and facsimile communications, courier services, expressage, photocopying, reproduction of *Contract Documents*, and petty cash items incurred in relation to the performance of the *Work*;
  - .18 the cost of removal and disposal of waste products and debris;
  - .19 costs incurred due to emergencies affecting the safety of persons or property;
- 6.3.5 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.
- 6.3.6 If the *Owner* and *Design-Builder* do not agree on the proposed adjustment in the *Contract Time* or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.7 If at any time after the start of the *Work* directed by a *Change Directive*, the *Owner* and the *Design-Builder* reach agreement on the amendment to the *Owner's Statement of Requirements* or the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order* signed by the *Owner* and the *Design-Builder*.

#### GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Design-Builder* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
  - .2 physical conditions 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 notify the other party in writing, if possible before conditions are disturbed, and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* or other consultants will promptly investigate such conditions. The *Consultant* will notify the *Owner* and the *Design-Builder* of the finding in writing. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Design-Builder's* cost or time to perform the *Work*, the *Owner* shall issue appropriate instructions for a change in the *Work* as provided in GC 6.1 - CHANGES, GC 6.2 - CHANGE ORDER, and 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* shall notify the *Owner* and *Design-Builder* in writing.

#### GC 6.5 DELAYS

- 6.5.1 If the *Design-Builder* is delayed in the performance of the *Work* by an action or omission of the *Owner* 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 agreed between the *Owner* and the *Design-Builder*. *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.

- 6.5.2 If the *Design-Builder* 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 *Design-Builder* or any person employed or engaged by the *Design-Builder* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.3 If the *Design-Builder* is delayed in the performance of the *Work* by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Design-Builder* is a member or to which the *Design-Builder* is otherwise bound), fire, unusual delay by common carriers or unavoidable casualties, or without limit to any of the foregoing, by a cause beyond the *Design-Builder's* control, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Design-Builder* agrees to a shorter extension. The *Design-Builder* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*.
- 6.5.4 No extension shall be made for delay unless notice in writing of claim is given promptly to the *Owner* and in no event later than 10 *Working Days* after the commencement of delay, providing however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.
- 6.5.5 Any adjustment to *Contract Price* and *Contract Time* required as a result of GC 6.5 - DELAYS shall be made as provided in GC 6.1 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.

## PART 7 DEFAULT NOTICE

### GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, SUSPEND THE WORK, OR TERMINATE THE CONTRACT

- 7.1.1 If the *Design-Builder* should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Design-Builder's* insolvency, or if a receiver is appointed because of the *Design-Builder's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, by giving the *Design-Builder* or receiver or trustee in bankruptcy notice in writing, terminate the *Design-Builder's* right to continue with the *Work*.
- 7.1.2 If the *Design-Builder* should neglect to prosecute the *Work* properly or otherwise fails 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, notify the *Design-Builder* in writing that the *Design-Builder* is in default of the *Design-Builder's* contractual obligations and instruct the *Design-Builder* to correct the default in the 5 *Working Days* immediately following the receipt of such notice.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified, the *Design-Builder* shall be in compliance with the *Owner's* instructions if the *Design-Builder*:
- .1 commences the correction of the default within the specified time, and
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with such schedule.
- 7.1.4 If the *Design-Builder* fails to correct the default in the time specified or subsequently agreed upon, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due to the *Design-Builder*, or
  - .2 terminate the *Design-Builder's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Design-Builder'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 *Construction*, and *Products*; utilize the *Construction Documents*, construction machinery, and equipment; subject to the rights of third parties, finish the *Work* by whatever reasonable method the *Owner* may consider expedient, but without undue delay or expense;
  - .2 withhold further payment to the *Design-Builder* until a final certificate for payment is issued;
  - .3 charge the *Design-Builder* the amount by which the full cost of finishing the *Work* and a reasonable allowance to cover the cost of corrections to *Work* performed by the *Design-Builder* 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 *Design-Builder* the difference; and

- .4 on expiry of the warranty period, charge the *Design-Builder* the amount by which the cost of corrections to the *Design-Builder'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 *Design-Builder* the difference.
- 7.1.6 The *Design-Builder's* obligation under the *Contract* as to quality, correction, and warranty of the work performed by the *Design-Builder* up to the time of termination shall continue in force after such termination.
- 7.1.7 The *Owner* may, if conditions arise which make it necessary for reasons other than as provided in paragraphs 7.1.1 and 7.1.4, suspend performance of the *Work* or terminate the *Contract* by giving written notice to that effect to the *Design-Builder* identifying the reason for the suspension and the expected length of the suspension. Such suspension or termination shall be effective in the manner specified in said notice and shall be without prejudice to any claims which either party may have against the other.
- 7.1.8 The *Design-Builder* upon receiving notice of suspension or termination from the *Owner* shall suspend all operations as soon as reasonably possible except *Work* which, in the *Design-Builder's* opinion, is necessary for the safety of personnel and for the care and preservation of the *Work*, the materials and plant. Subject to any directions in the notice of suspension or termination, the *Design-Builder* shall discontinue ordering materials, facilities, and supplies and make every reasonable effort to delay delivery of existing orders and, in the event of termination, to cancel existing orders on the best terms available.
- 7.1.9 During the period of suspension, the *Design-Builder* shall not remove from the site any part of the *Work*, or any *Product* or materials without the consent of the *Owner*.
- 7.1.10 If the *Work* should be suspended for a period of 30 days or less, the *Design-Builder*, upon the expiration of the period of suspension, shall resume the performance of the *Work* in accordance with the *Contract Documents*. If the suspension was not due to an act or an omission of the *Design-Builder*, the *Contract Price* and *Contract Time* shall be adjusted as provided in paragraph 6.5.1 of GC 6.5 - DELAYS.
- 7.1.11 If, after 30 days from the date of notice of suspension of the *Work* the *Owner* and the *Design-Builder* agree to continue with and complete the *Work*, the *Design-Builder* shall resume operations and complete the *Work* in accordance with any terms and conditions agreed upon by the *Owner* and the *Design-Builder*.

#### **GC 7.2 DESIGN-BUILDER'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Owner* should be 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 *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, by giving the *Owner* or receiver or trustee in bankruptcy notice in writing, terminate the *Contract*.
- 7.2.2 If the *Work* should be suspended or otherwise delayed for a period of 30 days or more under the *Owner's* direction as provided in paragraph 7.1.7 of GC 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, SUSPEND THE WORK, OR TERMINATE THE CONTRACT or 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 *Design-Builder* or of anyone directly or indirectly employed or engaged by the *Design-Builder*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, by giving the *Owner* notice in writing, terminate the *Contract*.
- 7.2.3 The *Design-Builder* may notify the *Owner* in writing that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Design-Builder*, reasonable evidence that financial arrangements have been made to fulfil the *Owner's* obligations under the *Contract*,
  - .2 the *Owner* fails to pay the *Design-Builder* the amounts due under the *Contract* or awarded by arbitration or court,
  - .3 the *Owner* has made an assignment of the *Contract* without the required consent of the *Design-Builder*, or
  - .4 the *Owner* persistently disregards communications or reasonable requests from the *Design-Builder* for information or instructions, or otherwise violates the requirements of the *Contract* to a substantial degree.
- 7.2.4 The *Design-Builder'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, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, suspend the *Work* or terminate the *Contract*.

- 7.2.5 If the *Design-Builder* terminates the *Contract* under the conditions set out above, the *Design-Builder* shall be entitled to be paid for all *Work* performed including reasonable profit, for loss sustained upon *Products* and construction machinery and equipment, and such other damages as the *Design-Builder* 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, collectively referred to as disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.1 - CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute is not resolved promptly, the *Consultant* shall give such written 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 *Design-Builder* shall act immediately according to such instructions, it being understood that by so doing the *Design-Builder* will not jeopardize any claim the *Design-Builder* 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 *Design-Builder* costs incurred by the *Design-Builder* in carrying out such instructions which the *Design-Builder* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

### GC 8.2 NEGOTIATION, MEDIATION, AND ARBITRATION

- 8.2.1 In accordance with the latest edition of the Rules for Mediation of Construction Disputes as provided in CCDC 40, the parties shall appoint a Project Mediator
- .1 within 30 days after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 30 day period, within 15 days after either party by notice in writing requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.1 - 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 the notice of dispute setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their disputes by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's notice in writing of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the latest edition of the Rules for Mediation of Construction Disputes as provided in CCDC 40.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving notice in writing to both parties.
- 8.2.6 By giving a notice in writing to the other party, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the latest edition of the Rules for Arbitration of Construction Disputes as provided in CCDC 40. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a notice is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party requires by notice in writing given within 10 *Working Days* of the date of notice requesting arbitration in paragraph 8.2.6 that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
    - (1) *Substantial Performance of the Work*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Design-Builder* has abandoned the *Work*,
 whichever is earlier, and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

### GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the notices required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.2.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 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 *Design-Builder* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Design-Builder's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents* issued by the *Owner*;
  - .2 acts or omissions by the *Owner*, other contractors, their agents and employees.
- 9.1.2 Should the *Design-Builder* in the performance of the *Contract* damage the *Work*, the *Owner's* property, or property adjacent to the *Place of the Work*, the *Design-Builder* shall be responsible for the making good such damage at the *Design-Builder's* expense.
- 9.1.3 Should damage occur to the *Work* or *Owner's* property for which the *Design-Builder* is not responsible, as provided in paragraph 9.1.1, the *Design-Builder* shall at the *Owner's* expense 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 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.

### GC 9.2 DAMAGES AND MUTUAL RESPONSIBILITY

- 9.2.1 If either party to the *Contract* should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone for whom the other party is responsible in law, then that party shall be reimbursed by the other party for such damage. The reimbursing party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.
- 9.2.2 Claims for damage under paragraph 9.2.1 shall be made in writing to the party liable within reasonable time after the first observance of such damage and if undisputed shall be confirmed by *Change Order*. Disputed claims shall be resolved as set out in Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 9.2.3 If the *Design-Builder* has caused damage to the work of another contractor on the *Project*, the *Design-Builder* agrees upon due notice to settle with the other contractor by negotiation or arbitration. If the other contractor makes a claim against the *Owner* on account of damage alleged to have been so sustained, the *Owner* shall notify the *Design-Builder* and may require the *Design-Builder* to defend the action at the *Design-Builder's* expense. The *Design-Builder* shall satisfy a final order or judgment against the *Owner* and pay the costs incurred by the *Owner* arising from such action.
- 9.2.4 If the *Design-Builder* becomes liable to pay or satisfy a final order, judgment, or award against the *Owner*, then the *Design-Builder*, upon undertaking to indemnify the *Owner* against any and all liability for costs, shall have the right to appeal in the name of the *Owner* such final order or judgment to any and all courts of competent jurisdiction.

**GC 9.3 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS**

- 9.3.1 For the purposes of applicable environmental legislation, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.3.2 Prior to the *Design-Builder* commencing the *Work*, the *Owner* shall
- .1 take all reasonable steps to determine whether any toxic or hazardous substances or materials are present at the *Place of the Work*, and
  - .2 provide the *Design-Builder* with a written list of any such substances and materials.
- 9.3.3 The *Owner* shall take all reasonable steps to ensure that no person suffers injury, sickness, or death and that no property is injured, damaged, or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances or materials which were at the *Place of the Work* prior to the *Design-Builder* commencing the *Work*.
- 9.3.4 Unless the *Contract Documents* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with legal requirements, to dispose of, store or otherwise render harmless, toxic or hazardous substances or materials which were present at the *Place of the Work* prior to the *Design-Builder* commencing the *Work*.
- 9.3.5 If the *Design-Builder*
- .1 encounters toxic or hazardous substances or materials at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances or materials are present at the *Place of the Work*,  
which were not disclosed by the *Owner*, as required under paragraph 9.3.2, or which were disclosed but have not been dealt with as required under paragraph 9.3.4, the *Design-Builder* shall
  - .3 take all reasonable steps, including stopping the *Work*, 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 materials, and
  - .4 immediately report the circumstances to the *Owner* in writing.
- 9.3.6 If the *Design-Builder* is delayed in performing the *Work* or incurs additional costs as a result of taking steps required under paragraph 9.3.5.3, the *Contract Time* shall be extended and the *Design-Builder* shall be reimbursed for all reasonable costs incurred as a result of the delay and as a result of taking those steps.
- 9.3.7 The *Owner* and the *Design-Builder* may jointly rely upon the advice of an independent expert in a dispute under paragraph 9.3.6 and, in that case, the expert shall be jointly selected, retained, and paid by the *Owner* and the *Design-Builder*.
- 9.3.8 The *Owner* shall indemnify and hold harmless the *Design-Builder*, *Consultant*, other consultants, *Subcontractors*, *Suppliers*, and their agents and employees, from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or resulting from exposure to, or the presence of, toxic or hazardous substances or materials which were at the *Place of the Work* prior to the *Design-Builder* commencing the *Work*. This obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity set out in GC 12.1 - INDEMNIFICATION or which otherwise exist respecting a person or party described in this paragraph.
- 9.3.9 GC 9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS shall govern over the provisions of paragraph 1.4.1 of GC 1.4 - RIGHTS AND REMEDIES or GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.

**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 proposal or bid closing except for *Value Added Taxes* payable by the *Owner* to the *Design-Builder* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Design-Builder* due to changes in such included taxes and duties after the time of the proposal or bid closing, as the case may be, shall increase or decrease the *Contract Price* accordingly.
- 10.1.3 Refunds that are properly due to the *Owner* and have been recovered by the *Design-Builder* will be promptly refunded to the *Owner*.

**GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

- 10.2.1 The *Owner* shall obtain and pay for the permanent easements and rights of servitude.
- 10.2.2 Unless otherwise stated, the *Design-Builder* shall obtain and pay for the building permit and other permits, licences, or certificates necessary for the performance of the *Work* which were in force at the time of the proposal or bid closing.
- 10.2.3 The *Design-Builder* 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.
- 10.2.4 The *Design-Builder* shall not be responsible for verifying that the *Owner's Statement of Requirements* is in substantial compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If, after the time of the proposal or bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Design-Builder* shall notify the *Owner* in writing requesting direction immediately upon such variance or change becoming known. Changes shall be made as provided in GC 6.1 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.5 If the *Design-Builder* fails to notify the *Owner* in writing, fails to obtain direction as required in paragraph 10.2.4, and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Design-Builder* 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.

**GC 10.3 PATENT FEES**

- 10.3.1 The *Design-Builder* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Design-Builder* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Design-Builder* or anyone for whose acts the *Design-Builder* may be liable.
- 10.3.2 The *Owner* shall hold the *Design-Builder* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan, or design of which was supplied to the *Design-Builder* as part of the *Contract Documents*.

**GC 10.4 WORKERS' COMPENSATION**

- 10.4.1 Prior to commencing the *Work*, *Substantial Performance of the Work*, and the application for final payment, the *Design-Builder* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due under it.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Design-Builder* shall provide such evidence of compliance by the *Design-Builder* and *Subcontractors* and any other person performing the *Work* who is required to comply with such legislation.

**PART 11 INSURANCE — BONDS****GC 11.1 INSURANCE**

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, and unless the *Owner* and the *Design-Builder* agree to obtain project-specific insurance, or higher insurance limits, the *Design-Builder* shall provide, maintain, and pay for the minimum insurance coverages specified in GC 11.1 - INSURANCE.

**.1 General Liability Insurance:**

The policy shall be in the joint names of the *Design-Builder*, the *Owner*, the *Consultant* and other consultants, with limits of not less than \$2,000,000 per occurrence and with a property damage deductible of not more than \$5,000. The insurance coverage shall not be less than the insurance required by IBC Forms 2100 and 2320, or their equivalent replacement. Umbrella or excess liability insurance may be used to achieve the desired limit. Where the *Design-Builder* maintains a single, blanket policy, the addition of the *Owner* is limited to liability arising out of the *Work* and all operations necessary or incidental thereto.

Completed Operations Liability coverage shall be maintained continuously from the commencement of the *Construction* until two years after *Substantial Performance of the Work*.

**.2 Errors and Omissions Insurance:**

The *Design-Builder* shall ensure that the *Consultant* and other consultants engaged in the performance of the *Design Services* each carry Errors and Omissions Insurance that have limits of not less than \$250,000 per claim and with an aggregate limit of not less than \$500,000 within any policy year. The *Consultant* or other consultants found to be at fault will be responsible for the deductible amount.

The policy shall be maintained continuously from the commencement of the *Work*, until 2 years after *Substantial Performance of the Work*.

**.3 Automobile Liability Insurance:**

The policy covers for bodily injury, death, and damage to property with respect to all licensed vehicles owned or leased by the *Design-Builder*. The policy shall have limits of not less than \$2,000,000 inclusive per occurrence. If the policy is issued pursuant to a government-operated automobile insurance system, the *Design-Builder* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Design-Builder*.

**.4 Aircraft and Watercraft Liability Insurance:**

The policy shall be for owned or non-owned aircraft and watercraft used directly or indirectly by the *Design-Builder* in the performance of the *Work*, including use of additional premises. The policy shall have limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and limits of not less than \$2,000,000 for aircraft passenger hazard.

**.5 Property and Boiler and Machinery Insurance:**

(1) "All risks" property insurance shall be in the joint names of the *Design-Builder*, the *Owner*, the *Consultant*, all other consultants, and all *Subcontractors*. The insurance coverage shall not be less than the insurance required by IBC Forms 4042 and 4047, or their equivalent replacement. The insurance provided shall have limits of not less than the sum of the amount of the *Contract Price*, the applicable *Value Added Taxes*, and the full value of products provided by the *Owner* for incorporation into the *Work* as specified in the Supplementary Conditions. The policy shall have a deductible of not more than \$10,000.

(2) Boiler and machinery insurance shall be in the joint names of the *Design-Builder*, the *Owner*, the *Consultant*, all consultants, and all *Subcontractors*. The insurance coverage shall not be less than the insurance provided by the "Comprehensive Boiler and Machinery Form". The insurance provided shall have limits of not less than the replacement value of the boilers, pressure vessels, and other insurable objects forming part of the *Work*.

(3) The policies shall allow for partial or total use or occupancy of the *Work*. If because of such use or occupancy the *Design-Builder* is unable to provide coverage, the *Design-Builder* shall notify the *Owner* in writing. Prior to such use or occupancy, the *Owner* shall provide, maintain, and pay for all risk property and boiler insurance in the amounts described in sub-paragraphs (1) and (2), including coverage for such use or occupancy and shall provide the *Design-Builder* with proof of such insurance. The policies shall be amended to include permission for completion of *Construction* and shall include all insureds as specified in sub-paragraph (1). The *Design-Builder* shall refund to the *Owner* the unearned premiums applicable to the *Design-Builder's* policies upon termination of coverage.

(4) The policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Design-Builder* as their respective interests may appear. The *Design-Builder* 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 *Design-Builder* 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 *Design-Builder* shall be entitled to a reasonable extension of *Contract Time*.

(5) The *Design-Builder* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount at 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 and as provided in GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT and GC 5.3 - PROGRESS PAYMENT. In addition the *Design-Builder* shall be entitled to receive from the payments made by the insurer the amount of the *Design-Builder's* interest in the restoration of the *Work*.

- (6) In the case of loss or damage to the *Work* arising from the work of another contractor, or *Owner's* own forces, the *Owner*, in accordance with the *Owner's* obligations under paragraph 3.3.2.4 of GC 3.3 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, shall pay the *Design-Builder* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as provided in GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT and GC 5.3 - PROGRESS PAYMENT.

**.6 Equipment Insurance:**

The policy covers construction machinery and equipment used by the *Design-Builder* for the performance of the *Work*, including boiler insurance on temporary boilers and pressure vessels. The policy shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Design-Builder* for self-insurance, the *Owner* agrees to waive the equipment insurance requirement.

- 11.1.2 Unless otherwise stipulated, the duration of each insurance policy shall be from the date of commencement of the *Work* until the date of the final certificate for payment.
- 11.1.3 The *Design-Builder* shall be responsible for deductible amounts under the policies except where otherwise provided in GC 11.1 - INSURANCE or where such amounts may be excluded from the *Design-Builder's* responsibility by the terms of GC 9.1 - PROTECTION OF WORK AND PROPERTY and GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.
- 11.1.4 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Design-Builder* 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.
- 11.1.5 Where the full insurable value of the *Work* is substantially less than the *Contract Price*, the *Owner* may reduce the amount of insurance required or waive the Property and Boiler and Machinery Insurance requirement.
- 11.1.6 If the *Design-Builder* 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 *Design-Builder* and the *Consultant*. The *Design-Builder* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the amount which is due or may become due to the *Design-Builder*.
- 11.1.7 All required insurance policies shall be placed with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.8 All required insurance policies shall be endorsed to provide the *Owner* with not less than 30 days notice in writing in advance of any cancellation and material amendment or change restricting coverage.
- 11.1.9 All insureds shall cooperate with the *Design-Builder* to comply with any reporting requirements of the insurance policies in order to maintain the policies in good standing, to give notice in writing of any incidents which may result in a claim or loss covered by the policies and to provide documentation necessary in the defence or settlement of claims.

**GC 11.2 BONDS**

- 11.2.1 The *Design-Builder* shall, prior to commencement of the *Work* or within the time specified in the *Contract*, provide to the *Owner* such surety bonds as are required by the *Contract Documents*.
- 11.2.2 Such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of the *Contract*. The surety bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

## PART 12 INDEMNIFICATION — WAIVER — WARRANTY

### GC 12.1 INDEMNIFICATION

- 12.1.1 The *Design-Builder* shall indemnify and hold harmless the *Owner*, the *Owner's* agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings (hereinafter called "claims"), by third parties that arise out of, or are attributable to, the *Design-Builder's* performance of the *Work*, provided such claims are:
- .1 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
  - .2 caused by negligent acts or omissions of the *Design-Builder*, the *Consultant*, all other consultants, all *Subcontractors* or anyone for whose acts the *Design-Builder* may be liable, and
  - .3 made in writing within a period of 2 years from the date of *Substantial Performance of the Work* or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.
- The *Owner* expressly waives the right to indemnity for claims other than those stated above.
- 12.1.2 The obligation of the *Design-Builder* to indemnify under this *Contract* shall be limited to the insurance coverages and limits as agreed to be provided in GC 11.1 - INSURANCE.
- 12.1.3 The *Owner* shall indemnify and hold harmless the *Design-Builder*, the *Consultant*, all other consultants, all *Subcontractors*, all *Suppliers*, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder's* performance of the *Design Services and Construction*, 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* or a negligent act or omission or wilful default of the *Owner*, its agents and employees or any other person in respect of those acts the *Owner* may be liable.
- 12.1.4 GC 12.1 - INDEMNIFICATION shall govern over the provisions of paragraph 1.4.1 of GC 1.4 - RIGHTS AND REMEDIES or GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.

### GC 12.2 WAIVER OF CLAIMS

#### 12.2.1 Waiver of Claims by *Owner*

As of the date of the final certificate for payment, the *Owner* expressly waives and releases the *Design-Builder*, the *Consultant*, all other consultants, all *Subcontractors*, all *Suppliers*, and their agents and employees from all claims against them including without limitation those that might arise from the negligence or breach of contract by the *Design-Builder*, the *Consultant*, all other consultants, all *Subcontractors*, and their agents and employees except one or more of the following:

- .1 those made in writing prior to the date of the final certificate for payment and still unsettled;
- .2 those arising from the provisions of GC 12.1 - INDEMNIFICATION or GC 12.3 - WARRANTY;
- .3 those arising from the provisions of paragraph 9.3.5 of GC 9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS and arising from the *Design-Builder* bringing or introducing any toxic or hazardous substances and materials to the *Place of the Work* after the *Design-Builder* commences the *Work*.

In the Common Law provinces GC 12.2.1.4 shall read as follows:

- .4 those made in writing within a period of 2 years from the date of *Substantial Performance of the Work* or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work* and arising from any liability of the *Design-Builder* for damages resulting from the *Design-Builder's* performance of the *Contract* with respect to substantial defects or deficiencies in the *Work* for which the *Design-Builder* is proven responsible. As used herein "substantial defects or deficiencies" means those defects or deficiencies in the *Construction* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Construction* is unfit for the purpose specified in the *Contract Documents*.

In the Province of Quebec GC 12.2.1.4 shall read as follows:

- .4 those arising under the provisions of Article 2118 of the Civil Code of Quebec.

#### 12.2.2 Waiver of Claims by *Design-Builder*

As of the date of the final certificate for payment, the *Design-Builder* expressly waives and releases the *Owner* from all claims against the *Owner* including without limitation those that might arise from the negligence or breach of contract by the *Owner* except:

- .1 those made in writing prior to the *Design-Builder's* application for final payment and still unsettled; and
- .2 those arising from the provisions of GC 9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS or GC 10.3 - PATENT FEES.

- 12.2.3 GC 12.2 - WAIVER OF CLAIMS shall govern over the provisions of paragraph 1.4.1 of GC 1.4 - RIGHTS AND REMEDIES or GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.

#### GC 12.3 WARRANTY

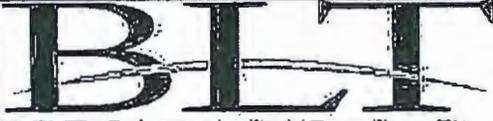
- 12.3.1 The warranty period with regard to the *Contract* is one year from the date of *Substantial Performance of the Work* or such other periods specified in the *Contract Documents* for certain portions of the *Work* or *Products*.
- 12.3.2 The *Design-Builder* warrants that the *Design Services* meet the standard described in GC 2.1.4. and that the *Work* is in accordance with the *Contract Documents*.
- 12.3.3 Except for the provisions of paragraphs 12.3.2 and 12.3.6, the *Design-Builder* shall correct promptly, at the *Design-Builder's* expense, any work which is not in accordance with the *Contract Documents* or defects or deficiencies in the *Work* which appear prior to and during the warranty periods specified in the *Contract Documents*.
- 12.3.4 The *Owner* shall promptly give the *Design-Builder* notice in writing of observed defects and deficiencies that occur during the warranty period.
- 12.3.5 The *Design-Builder* shall correct or pay for damage resulting from the defects or deficiencies and the corrections made under the requirements of paragraph 12.3.3.
- 12.3.6 The *Design-Builder* shall be responsible for obtaining *Product* warranties in excess of one year on behalf of the *Owner* from the manufacturer. These *Product* warranties shall be issued by the manufacturer to the benefit of the *Owner*.
- 12.3.7 The *Design-Builder* does not warrant against the effects of corrosion, erosion or wear and tear of any *Product* or failure of any *Product* due to faulty operations or maintenance by the *Owner* or conditions of operation more severe than those specified for the *Product*.
- 12.3.8 The warranties and guarantees specified in GC 12.3 - WARRANTY or elsewhere in the *Contract Documents* are the only warranties and guarantees of the *Design-Builder* applicable to the *Work* and no other warranties or guarantees, statutory or otherwise, are or will be implied.



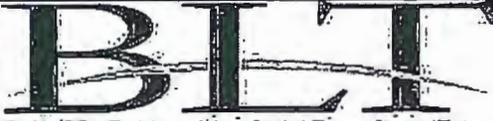
## Appendix 1

### Payment Schedule

|                                                           |                    |
|-----------------------------------------------------------|--------------------|
| <b>Day of signing contract</b>                            | <b>25% deposit</b> |
| <b>Draw # 1 completion of ground preparation</b>          | <b>25% draw</b>    |
| <b>Draw # 2 Sprung structure arrival to site</b>          | <b>25% draw</b>    |
| <b>Draw # 3 Substantial completion</b>                    | <b>15%</b>         |
| <b>Final payment 45 days after substantial completion</b> | <b>10%</b>         |

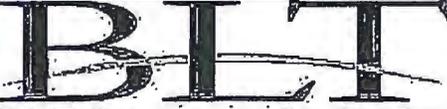
|  <b>Budget</b><br><b>Collingwood Pool</b> |                                   | Issue:         |             | 22-Aug-12   |       |        |               |                |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------|-------------|-------------|-------|--------|---------------|----------------|
|                                                                                                                            |                                   | Front lot plan |             |             |       |        |               |                |
| CSC#                                                                                                                       | Description                       | A              | B           |             | A*B=C | D      | C+(D*A)=E     |                |
|                                                                                                                            |                                   | Unit Cost      | Total Units | Measurement | %     | Budget | Updated Units | Updated Budget |
| <b>SOFT COSTS</b>                                                                                                          |                                   |                |             |             |       |        |               |                |
| 1-010                                                                                                                      | Insurance                         |                |             |             |       |        |               |                |
| 1-020                                                                                                                      | Disbursements                     |                |             |             |       |        |               |                |
| 1-030                                                                                                                      | Architectural Fees                |                |             |             |       |        |               |                |
| 1-040                                                                                                                      | Mechanical Fees                   |                |             |             |       |        |               |                |
| 1-060                                                                                                                      | Design Fees                       |                |             |             |       |        |               |                |
| 1-065                                                                                                                      | Permits                           |                |             |             |       |        |               |                |
| 1-066                                                                                                                      | City Development Fees             |                |             |             |       |        |               |                |
| 1-067                                                                                                                      | Fire Safety Plan                  |                |             |             |       |        |               |                |
| 1-070                                                                                                                      | Construction Management Fee       |                |             |             |       |        |               |                |
| 1-075                                                                                                                      | Geotechnical Engineer             |                |             |             |       |        |               |                |
| 1-080                                                                                                                      | Structural Engineer               |                |             |             |       |        |               |                |
| 1-082                                                                                                                      | Elevator Consultant               |                |             |             |       |        |               |                |
| 1-100                                                                                                                      | As built drawing packages (2)     |                |             |             |       |        |               |                |
| 1-105                                                                                                                      | Inspection Reports                |                |             |             |       |        |               |                |
| <b>TOTAL - SOFT COSTS</b>                                                                                                  |                                   |                |             |             |       |        |               |                |
| <b>GENERAL</b>                                                                                                             |                                   |                |             |             |       |        |               |                |
| 1-210                                                                                                                      | Temporary Hoarding                |                |             |             |       |        |               |                |
| 1-211                                                                                                                      | Temporary Fencing                 |                |             |             |       |        |               |                |
| 1-215                                                                                                                      | Temporary Services (by owner)     |                |             |             |       |        |               |                |
| 1-216                                                                                                                      | Site Trailer/Storage/Toilets      |                |             |             |       |        |               |                |
| 1-220                                                                                                                      | Misc. Supplies & Materials        |                |             |             |       |        |               |                |
| 1-240                                                                                                                      | Waste Disposal                    |                |             |             |       |        |               |                |
| 1-250                                                                                                                      | Safety Supplies & Inspections     |                |             |             |       |        |               |                |
| 1-260                                                                                                                      | Site Supervision                  |                |             |             |       |        |               |                |
| 1-271                                                                                                                      | Labor (General)                   |                |             |             |       |        |               |                |
| 1-290                                                                                                                      | Equipment Rental                  |                |             |             |       |        |               |                |
| 1-292                                                                                                                      | Scaffolding                       |                |             |             |       |        |               |                |
| 1-295                                                                                                                      | Site Phone Line                   |                |             |             |       |        |               |                |
| 1-297                                                                                                                      | Parking                           |                |             |             |       |        |               |                |
| 1-310                                                                                                                      | Cleaning                          |                |             |             |       |        |               |                |
| 1-315                                                                                                                      | Protection                        |                |             |             |       |        |               |                |
| 1-450                                                                                                                      | Mis expense                       |                |             |             |       |        |               |                |
| <b>TOTAL - GENERAL REQUIREMENTS</b>                                                                                        |                                   |                |             |             |       |        |               |                |
| <b>SITEWORK</b>                                                                                                            |                                   |                |             |             |       |        |               |                |
| 2-050                                                                                                                      | Demolition of existing building   |                |             |             |       |        |               |                |
| 2-060                                                                                                                      | General excavation                |                |             |             |       |        |               |                |
| 2-100                                                                                                                      | Footing and foundation excavation |                |             |             |       |        |               |                |

| <b>BLT</b>                                |                                                 | <b>Budget</b>           |             |             |   | <b>Issue:</b>  |               | <b>22-Aug-12</b> |  |
|-------------------------------------------|-------------------------------------------------|-------------------------|-------------|-------------|---|----------------|---------------|------------------|--|
| <b>B.L.T. Construction Services, Inc.</b> |                                                 | <b>Collingwood Pool</b> |             |             |   | Front lot plan |               |                  |  |
| CSC#                                      | Description                                     | A                       | B           | Measurement | % | A*B=C          | D             | C+(D*A)=E        |  |
|                                           |                                                 | Unit Cost               | Total Units |             |   | Budget         | Updated Units | Updated Budget   |  |
| 2-220                                     | Grading                                         |                         |             |             |   |                |               |                  |  |
| 2-225                                     | Heat/Cool Pad excavation and Base               |                         |             |             |   |                |               |                  |  |
| <b>TOTAL - SITE WORKS</b>                 |                                                 |                         |             |             |   |                |               |                  |  |
| <b>CONCRETE</b>                           |                                                 |                         |             |             |   |                |               |                  |  |
| 3-300                                     | Concrete base for Heat cool units               |                         |             |             |   |                |               |                  |  |
| 3-301                                     | Foundation footing reinforced                   |                         |             |             |   |                |               |                  |  |
| 3-302                                     | Foundation wall reinforced                      |                         |             |             |   |                |               |                  |  |
| 3-303                                     | Pad 6 inch reinforced                           |                         |             |             |   |                |               |                  |  |
| <b>TOTAL - CONCRETE</b>                   |                                                 |                         |             |             |   |                |               |                  |  |
| <b>MASONRY</b>                            |                                                 |                         |             |             |   |                |               |                  |  |
| 4-210                                     | Masonry block walls Mechanical rooms Fire rated |                         |             |             |   |                |               |                  |  |
| 4-220                                     | Masonry Pool equipment room Fire rated          |                         |             |             |   |                |               |                  |  |
| 4-230                                     | Masonry walls change rooms total 2              |                         |             |             |   |                |               |                  |  |
| 4-240                                     | Showers and pass thru area                      |                         |             |             |   |                |               |                  |  |
| 4-250                                     | Masonry First aid room                          |                         |             |             |   |                |               |                  |  |
| <b>TOTAL - MASONRY</b>                    |                                                 |                         |             |             |   |                |               |                  |  |
| <b>METALS</b>                             |                                                 |                         |             |             |   |                |               |                  |  |
| 5-120                                     |                                                 |                         |             |             |   |                |               |                  |  |
| <b>TOTAL - METALS</b>                     |                                                 |                         |             |             |   |                |               |                  |  |
| <b>CARPENTRY</b>                          |                                                 |                         |             |             |   |                |               |                  |  |
| 6-110                                     | Rough Carpentry                                 |                         |             |             |   |                |               |                  |  |
| 6-220                                     | Lockers in change rooms                         |                         |             |             |   |                |               |                  |  |
| 6-221                                     | Wood for door supports                          |                         |             |             |   |                |               |                  |  |
| <b>TOTAL - CARPENTRY</b>                  |                                                 |                         |             |             |   |                |               |                  |  |
| <b>THERMAL &amp; MOISTURE</b>             |                                                 |                         |             |             |   |                |               |                  |  |
| 7-020                                     | Fireproof Caulking wall penetrations            |                         |             |             |   |                |               |                  |  |
| 7-030                                     |                                                 |                         |             |             |   |                |               |                  |  |
| <b>TOTAL - THERMAL &amp; MOISTURE</b>     |                                                 |                         |             |             |   |                |               |                  |  |
| <b>DOORS AND WINDOWS</b>                  |                                                 |                         |             |             |   |                |               |                  |  |
| 8-210                                     | Interior Door and frame (metal)                 |                         |             |             |   |                |               |                  |  |
| 8-215                                     | Door hardware                                   |                         |             |             |   |                |               |                  |  |
| 8-220                                     | Installation                                    |                         |             |             |   |                |               |                  |  |
| <b>TOTAL - DOORS &amp; WINDOWS</b>        |                                                 |                         |             |             |   |                |               |                  |  |
| <b>DRY WALL &amp; PAINT</b>               |                                                 |                         |             |             |   |                |               |                  |  |

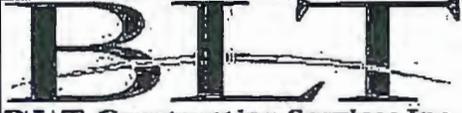
|  <b>B.L.T. Construction Services Inc.</b> |                                                   | <b>Budget</b><br><b>Collingwood Pool</b> |             |             |   | Issue:         |               | 22-Aug-12      |  |
|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------------------|-------------|-------------|---|----------------|---------------|----------------|--|
|                                                                                                                            |                                                   |                                          |             |             |   | Front lot plan |               |                |  |
| CSC#                                                                                                                       | Description                                       | A                                        | B           |             |   | A*B=C          | D             | C+(D*A)=E      |  |
|                                                                                                                            |                                                   | Unit Cost                                | Total Units | Measurement | % | Budget         | Updated Units | Updated Budget |  |
| 9-250                                                                                                                      | Drywall walls - Material & Labor                  |                                          |             |             |   |                |               |                |  |
| 9-315                                                                                                                      | Tile supply and install (showers, dressing rooms) |                                          |             |             |   |                |               |                |  |
| 9-640                                                                                                                      | Drop ceiling                                      |                                          |             |             |   |                |               |                |  |
| 9-640                                                                                                                      | GWB ceiling                                       |                                          |             |             |   |                |               |                |  |
| 9-670                                                                                                                      | Armstrong VCT flooring                            |                                          |             |             |   |                |               |                |  |
| 9-912                                                                                                                      | Paint                                             |                                          |             |             |   |                |               |                |  |
| <b>TOTAL - DRYWALL AND PAINT</b>                                                                                           |                                                   |                                          |             |             |   |                |               |                |  |
| <b>SPECIALTIES</b>                                                                                                         |                                                   |                                          |             |             |   |                |               |                |  |
| 10-092                                                                                                                     | Spring Structure                                  |                                          |             |             |   |                |               |                |  |
| 10-110                                                                                                                     | Labor for erecting 1 structures 120 x 140         |                                          |             |             |   |                |               |                |  |
| 10-160                                                                                                                     | Equipment for structure Crane, Booms, lifts       |                                          |             |             |   |                |               |                |  |
| <b>TOTAL - SPECIALTIES</b>                                                                                                 |                                                   |                                          |             |             |   |                |               |                |  |
| <b>EQUIPMENT</b>                                                                                                           |                                                   |                                          |             |             |   |                |               |                |  |
| 11-010                                                                                                                     | Bathroom stalls                                   |                                          |             |             |   |                |               |                |  |
| 11-012                                                                                                                     | Vanity tops                                       |                                          |             |             |   |                |               |                |  |
| 11-015                                                                                                                     | Washroom Accessories                              |                                          |             |             |   |                |               |                |  |
| 11-020                                                                                                                     | Sinks and battery auto taps                       |                                          |             |             |   |                |               |                |  |
| 11-025                                                                                                                     | Contingency for Pool equipment to re and re       |                                          |             |             |   |                |               |                |  |
| 11-030                                                                                                                     |                                                   |                                          |             |             |   |                |               |                |  |
| <b>TOTAL - EQUIPMENT</b>                                                                                                   |                                                   |                                          |             |             |   |                |               |                |  |
| <b>FURNITURE</b>                                                                                                           |                                                   |                                          |             |             |   |                |               |                |  |
| 12-110                                                                                                                     | N/A                                               |                                          |             |             |   |                |               |                |  |
| <b>TOTAL - FURNITURE</b>                                                                                                   |                                                   |                                          |             |             |   |                |               |                |  |
| <b>MECHANICAL SYSTEMS</b>                                                                                                  |                                                   |                                          |             |             |   |                |               |                |  |
| 15-010                                                                                                                     | Plumbing washrooms and showers                    |                                          |             |             |   |                |               |                |  |
| 15-020                                                                                                                     | RE and Re pool equipment                          |                                          |             |             |   |                |               |                |  |
| 15-030                                                                                                                     | Gas                                               |                                          |             |             |   |                |               |                |  |
| 15-100                                                                                                                     | HVAC 2 heat/cool Carrier units complete           |                                          |             |             |   |                |               |                |  |
| 15-120                                                                                                                     | Dehumidifiers                                     |                                          |             |             |   |                |               |                |  |
| 15-110                                                                                                                     | bathroom fixtures installation inc in 15-010      |                                          |             |             |   |                |               |                |  |
| 15-210                                                                                                                     | sprinkler                                         |                                          |             |             |   |                |               |                |  |
| 15-210                                                                                                                     | sprinkler main                                    |                                          |             |             |   |                |               |                |  |
| <b>TOTAL - MECHANICAL SYSTEMS</b>                                                                                          |                                                   |                                          |             |             |   |                |               |                |  |
| <b>ELECTRICAL</b>                                                                                                          |                                                   |                                          |             |             |   |                |               |                |  |
| 16-200                                                                                                                     | Electrical Distribution includes plug outlets     |                                          |             |             |   |                |               |                |  |
| 16-201                                                                                                                     | Services into building by city                    |                                          |             |             |   |                |               |                |  |

| CSC#                         |  | Description                             | A         | B           | Measurement | % | A*B=C  | D             | C+(D*A)=E       |
|------------------------------|--|-----------------------------------------|-----------|-------------|-------------|---|--------|---------------|-----------------|
|                              |  |                                         | Unit Cost | Total Units |             |   | Budget | Updated Units | Updated Budget  |
| 16-202                       |  | Bell                                    |           |             |             |   |        |               |                 |
| 16-500                       |  | Light Fixtures 300 watt metal helled    |           |             |             |   |        |               |                 |
| 16-503                       |  | Emergency Lighting                      |           |             |             |   |        |               |                 |
| 16-504                       |  | Fire alarm system with enunciator panel |           |             |             |   |        |               |                 |
| 16-527                       |  | Regular fluorescent lighting            |           |             |             |   |        |               |                 |
|                              |  | <b>TOTAL - ELECTRICAL</b>               |           |             |             |   |        |               |                 |
| <b>OPTIONS AND MEZZININE</b> |  |                                         |           |             |             |   |        |               |                 |
| 17-106                       |  | Grass                                   |           |             |             |   |        |               |                 |
| 17-107                       |  | Change room Benches                     |           |             |             |   |        |               |                 |
| 17-109                       |  | View area seating                       |           |             |             |   |        |               |                 |
|                              |  | Total Options and Mezzinine A           |           |             |             |   |        |               |                 |
|                              |  | Total less options and Mezzinine        |           |             |             |   |        |               |                 |
|                              |  | Grand Total for all                     |           |             |             |   |        |               | \$ 3,264,253.92 |
|                              |  |                                         |           |             |             |   |        | HST           | \$ 424,353.01   |
|                              |  |                                         |           |             |             |   |        | Total         | \$ 3,688,606.93 |

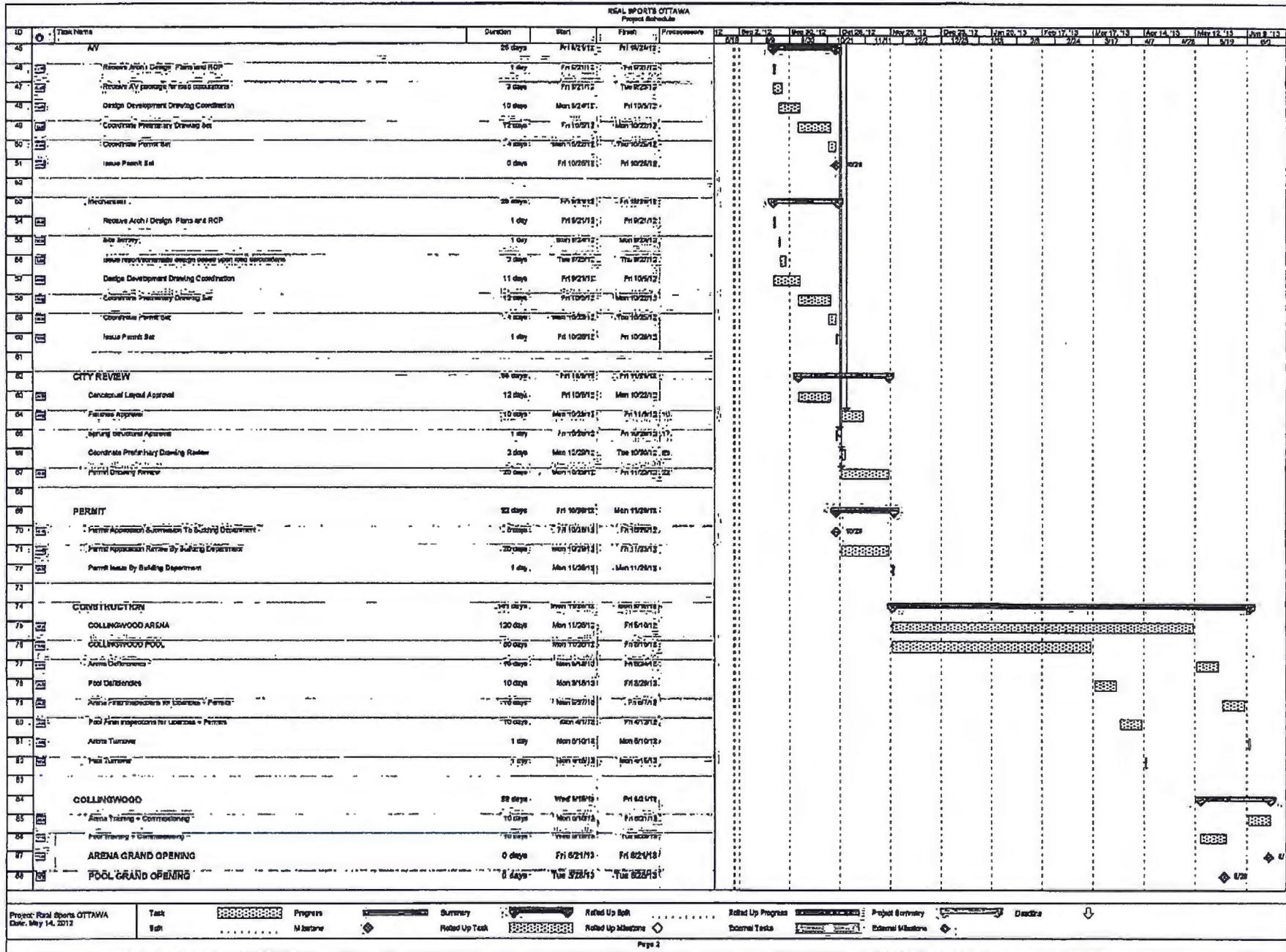
|  |                                   | Budget<br>Collingwood Area          |  |           |             | Issue:      |   |                 |               |                |  |           |  |
|-----------------------------------------------------------------------------------|-----------------------------------|-------------------------------------|--|-----------|-------------|-------------|---|-----------------|---------------|----------------|--|-----------|--|
|                                                                                   |                                   |                                     |  |           |             | 21-Aug-12   |   |                 |               |                |  |           |  |
| CSC#                                                                              |                                   | Description                         |  | A         |             | B           |   | A*B=C           |               | D              |  | C+(D*A)=E |  |
|                                                                                   |                                   |                                     |  | Unit Cost | Total Units | Measurement | % | Approved Budget | Updated Units | Updated Budget |  |           |  |
| <b>SOFT COSTS:</b>                                                                |                                   |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-010                                                                             | Insurance                         |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-020                                                                             | Disbursements                     |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-030                                                                             | Architectural Fees                |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-040                                                                             | Mechanical Fees                   |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-060                                                                             | Design Fees                       |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-065                                                                             | Permits                           |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-066                                                                             | City Development Fees             |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-067                                                                             | Fire Safety Plan                  |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-070                                                                             | Construction Management Fee       |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-075                                                                             | Geotechnical Engineer             |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-080                                                                             | Structural Engineer               |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-082                                                                             | Elevator Consultant               |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-100                                                                             | Compliance Letter                 |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-105                                                                             | Inspection Reports                |                                     |  |           |             |             |   |                 |               |                |  |           |  |
|                                                                                   |                                   | <b>TOTAL - SOFT COSTS</b>           |  |           |             |             |   |                 |               |                |  |           |  |
| <b>GENERAL:</b>                                                                   |                                   |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-210                                                                             | Temporary Hoarding                |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-211                                                                             | Temporary Fencing                 |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-215                                                                             | Temporary Services (by owner)     |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-216                                                                             | Site Trailer/Storage/Toilets      |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-220                                                                             | Misc. Supplies & Materials        |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-240                                                                             | Waste Disposal                    |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-250                                                                             | Safety Supplies & Inspections     |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-260                                                                             | Site Supervision                  |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-271                                                                             | Labor (General)                   |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-290                                                                             | Equipment Rental                  |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-292                                                                             | Scaffolding                       |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-295                                                                             | Site Phone Line                   |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-297                                                                             | Parking                           |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-310                                                                             | Cleaning                          |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-315                                                                             | Protection                        |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 1-450                                                                             | Mis expense                       |                                     |  |           |             |             |   |                 |               |                |  |           |  |
|                                                                                   |                                   | <b>TOTAL - GENERAL REQUIREMENTS</b> |  |           |             |             |   |                 |               |                |  |           |  |
| <b>SITE WORK:</b>                                                                 |                                   |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 2-050                                                                             | General excavation                |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 2-100                                                                             | Footing and foundation excavation |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 2-225                                                                             | Heat/Cool Pad excavation and Base |                                     |  |           |             |             |   |                 |               |                |  |           |  |
|                                                                                   |                                   | <b>TOTAL - SITE WORKS</b>           |  |           |             |             |   |                 |               |                |  |           |  |
| <b>CONCRETE:</b>                                                                  |                                   |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 3-300                                                                             | Concrete base for Heat cool units |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 3-301                                                                             | Foundation footing reinforced     |                                     |  |           |             |             |   |                 |               |                |  |           |  |
| 3-302                                                                             | Foundation wall reinforced        |                                     |  |           |             |             |   |                 |               |                |  |           |  |

|  <b>B.L.T. Construction Services Inc.</b> |                                                       | <b>Budget</b><br><b>Collingwood Arena</b> |             |             |   | <b>Issue:</b> 21-Aug-12 |               |                |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------|-------------|-------------|---|-------------------------|---------------|----------------|
|                                                                                                                            |                                                       |                                           |             |             |   | Front lot plan          |               |                |
| CSC#                                                                                                                       | Description                                           | A                                         | B           | Measurement | % | A*B=C                   | D             | C+(D*A)=E      |
|                                                                                                                            |                                                       | Unit Coat                                 | Total Units |             |   | Approved Budget         | Updated Units | Updated Budget |
| 3-303                                                                                                                      | 5 Inch Ice rink pad                                   |                                           |             |             |   |                         |               |                |
| 3-304                                                                                                                      | Pad 6 inch reinforced                                 |                                           |             |             |   |                         |               |                |
| 3-305                                                                                                                      | Second floor concrete                                 |                                           |             |             |   |                         |               |                |
| 3-306                                                                                                                      | Bollards protection                                   |                                           |             |             |   |                         |               |                |
| 3-307                                                                                                                      | Stairs 5ft width steel with Concrete                  |                                           |             |             |   |                         |               |                |
| <b>TOTAL - CONCRETE</b>                                                                                                    |                                                       |                                           |             |             |   |                         |               |                |
| <b>MASONRY</b>                                                                                                             |                                                       |                                           |             |             |   |                         |               |                |
| 4-210                                                                                                                      | Masonry block walls Mech and chiller rooms Fire rated |                                           |             |             |   |                         |               |                |
| 4-220                                                                                                                      | Masonry Zamboni Maintenance room Fire rated           |                                           |             |             |   |                         |               |                |
| 4-230                                                                                                                      | Masonry walls change rooms total 6                    |                                           |             |             |   |                         |               |                |
| 4-240                                                                                                                      | Masonry referee change rooms                          |                                           |             |             |   |                         |               |                |
| 4-250                                                                                                                      | Masonry First aid room                                |                                           |             |             |   |                         |               |                |
| <b>TOTAL - MASONRY</b>                                                                                                     |                                                       |                                           |             |             |   |                         |               |                |
| <b>METALS</b>                                                                                                              |                                                       |                                           |             |             |   |                         |               |                |
| 5-120                                                                                                                      | Metal pan deck                                        |                                           |             |             |   |                         |               |                |
| 5-121                                                                                                                      | Metal structure for Mezzanine x 6800 sqft             |                                           |             |             |   |                         |               |                |
| 5-122                                                                                                                      | Metal structure supports columns and base plates      |                                           |             |             |   |                         |               |                |
| 5-720                                                                                                                      | Stairs and Railings (3)                               |                                           |             |             |   |                         |               |                |
| <b>TOTAL - METALS</b>                                                                                                      |                                                       |                                           |             |             |   |                         |               |                |
| <b>CARPENTRY</b>                                                                                                           |                                                       |                                           |             |             |   |                         |               |                |
| 6-110                                                                                                                      | Rough Carpentry                                       |                                           |             |             |   |                         |               |                |
| 6-222                                                                                                                      | Wood for door supports                                |                                           |             |             |   |                         |               |                |
| <b>TOTAL - CARPENTRY</b>                                                                                                   |                                                       |                                           |             |             |   |                         |               |                |
| <b>THERMAL AND MOISTURE</b>                                                                                                |                                                       |                                           |             |             |   |                         |               |                |
| 7-020                                                                                                                      | Equipment core holes water proofing 2nd floor         |                                           |             |             |   |                         |               |                |
| 7-030                                                                                                                      | Fireproof Caulking wall penetrations                  |                                           |             |             |   |                         |               |                |
| <b>TOTAL - THERMAL + MOISTURE</b>                                                                                          |                                                       |                                           |             |             |   |                         |               |                |
| <b>DOORS AND WINDOWS</b>                                                                                                   |                                                       |                                           |             |             |   |                         |               |                |
| 8-210                                                                                                                      | Interior Door and frame                               |                                           |             |             |   |                         |               |                |
| 8-215                                                                                                                      | Door hardware                                         |                                           |             |             |   |                         |               |                |
| 8-220                                                                                                                      | Door Installation                                     |                                           |             |             |   |                         |               |                |
| 8-225                                                                                                                      | Electric overhead roll up doors                       |                                           |             |             |   |                         |               |                |
| 8-800                                                                                                                      | Glazing curtain wall second floor                     |                                           |             |             |   |                         |               |                |
| 8-800                                                                                                                      | Handicap entry doors                                  |                                           |             |             |   |                         |               |                |
| <b>TOTAL - DOORS &amp; WINDOWS</b>                                                                                         |                                                       |                                           |             |             |   |                         |               |                |
| <b>DRYWALL AND PAINTS</b>                                                                                                  |                                                       |                                           |             |             |   |                         |               |                |
| 9-250                                                                                                                      | Drywall walls - Material & Labor 1st and second floor |                                           |             |             |   |                         |               |                |
| 9-250                                                                                                                      | Drop ceiling 1st and 2nd floor                        |                                           |             |             |   |                         |               |                |

|  |                                                                      | <b>Budget</b><br><b>Collingwood Area</b> |             |             |   | <b>Issue:</b><br>21-Aug-12 |               |                |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------|------------------------------------------|-------------|-------------|---|----------------------------|---------------|----------------|
| B.L.T. Construction Services Inc.                                                 |                                                                      |                                          |             |             |   | Front lot plan             |               |                |
| CSC#                                                                              | Description                                                          | A                                        | B           |             |   | A*B=C                      | D             | C+(D*A)=E      |
|                                                                                   |                                                                      | Unit Cost                                | Total Units | Measurement | % | Approved Budget            | Updated Units | Updated Budget |
| 9-250                                                                             | GWB ceiling                                                          |                                          |             |             |   |                            |               |                |
| 9-315                                                                             | Tile supply and install (showers) total 2 units                      |                                          |             |             |   |                            |               |                |
| 9-650                                                                             | Resilient Johnsonite rubber flooring                                 |                                          |             |             |   |                            |               |                |
| 9-670                                                                             | Armstrong VCT flooring                                               |                                          |             |             |   |                            |               |                |
| 9-600                                                                             | Carpet 9#1 office area                                               |                                          |             |             |   |                            |               |                |
| 9-912                                                                             | Painting                                                             |                                          |             |             |   |                            |               |                |
| 9-912                                                                             | Paint stairs railings                                                |                                          |             |             |   |                            |               |                |
| 9-912                                                                             | Insulation ground level                                              |                                          |             |             |   |                            |               |                |
| 9-912                                                                             | Doors and frame                                                      |                                          |             |             |   |                            |               |                |
| TOTAL - DRYWALL AND PAINT                                                         |                                                                      |                                          |             |             |   |                            |               |                |
| <b>SPECIALTIES</b>                                                                |                                                                      |                                          |             |             |   |                            |               |                |
| 10-092                                                                            | Spring Structure                                                     |                                          |             |             |   |                            |               |                |
| 10-110                                                                            | Labor for erecting 1 structures 120 x 310                            |                                          |             |             |   |                            |               |                |
| 10-160                                                                            | Equipment for structure Crane, Booms, lifts                          |                                          |             |             |   |                            |               |                |
| 10-170                                                                            | Ice rink with all equipment and start up training (Cimco)            |                                          |             |             |   |                            |               |                |
|                                                                                   | Ice rink with equipment and start up training                        |                                          |             |             |   |                            |               |                |
| 10-180                                                                            | SSU Ultra pro series boards 42 Inch includes glass and net           |                                          |             |             |   |                            |               |                |
| 10-190                                                                            | Player bench, time keeper and penalty box bench                      |                                          |             |             |   |                            |               |                |
| 10-200                                                                            | Seating for 250 people                                               |                                          |             |             |   |                            |               |                |
| TOTAL - SPECIALTIES                                                               |                                                                      |                                          |             |             |   |                            |               |                |
| <b>EQUIPMENT</b>                                                                  |                                                                      |                                          |             |             |   |                            |               |                |
| 11-010                                                                            | Bathroom stalls all colored metal                                    |                                          |             |             |   |                            |               |                |
| 11-012                                                                            | Vanity tops change rooms                                             |                                          |             |             |   |                            |               |                |
| 11-015                                                                            | Public washroom vanities                                             |                                          |             |             |   |                            |               |                |
| 11-025                                                                            | Change room washroom Accessories(Hand dryer, Toilet roll mirrors)    |                                          |             |             |   |                            |               |                |
| 11-030                                                                            | Sinks and battery operated auto taps                                 |                                          |             |             |   |                            |               |                |
| TOTAL - EQUIPMENT                                                                 |                                                                      |                                          |             |             |   |                            |               |                |
| <b>FURNITURE</b>                                                                  |                                                                      |                                          |             |             |   |                            |               |                |
| 12-110                                                                            | N/A                                                                  |                                          |             |             |   |                            |               |                |
| TOTAL - FURNITURE                                                                 |                                                                      |                                          |             |             |   |                            |               |                |
| <b>MECHANICAL SYSTEMS</b>                                                         |                                                                      |                                          |             |             |   |                            |               |                |
| 15-010                                                                            | Plumbing washrooms and Concession                                    |                                          |             |             |   |                            |               |                |
| 15-020                                                                            | Gas kitchen                                                          |                                          |             |             |   |                            |               |                |
| 15-030                                                                            | Gas heating                                                          |                                          |             |             |   |                            |               |                |
| 15-040                                                                            | Radiant heat over stands                                             |                                          |             |             |   |                            |               |                |
| 15-100                                                                            | HVAC 2 heat/cool Carrier units complete (Public main areas)          |                                          |             |             |   |                            |               |                |
| 15-110                                                                            | HVAC 2 cool Carrier units complete (Ice rink)                        |                                          |             |             |   |                            |               |                |
| 15-120                                                                            | Dehumidifiers included in 10-170                                     |                                          |             |             |   |                            |               |                |
| 15-110                                                                            | bathroom fixtures installation inc in 15-010                         |                                          |             |             |   |                            |               |                |
| 15-210                                                                            | sprinklers                                                           |                                          |             |             |   |                            |               |                |
| 15-210                                                                            | Sprinkler control (assume main is brought to building to Mechanical) |                                          |             |             |   |                            |               |                |

|  <b>B.L.T. Construction Services Inc.</b> |                                                                              | <b>Budget</b><br><b>Collingwood Arena</b> |             |             |   | Issue:          |               | 21-Aug-12       |  |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------------------|-------------|-------------|---|-----------------|---------------|-----------------|--|
|                                                                                                                            |                                                                              |                                           |             |             |   | Front lot plan  |               |                 |  |
| CSC#                                                                                                                       | Description                                                                  | A                                         | B           | Measurement | % | A*B=C           | D             | C+(D*A)=E       |  |
|                                                                                                                            |                                                                              | Unit Cost                                 | Total Units |             |   | Approved Budget | Updated Units | Updated Budget  |  |
| 15-220                                                                                                                     | TOTAL - MECHANICAL SYSTEMS                                                   |                                           |             |             |   |                 |               |                 |  |
| <b>ELECTRICAL</b>                                                                                                          |                                                                              |                                           |             |             |   |                 |               |                 |  |
| 16-200                                                                                                                     | Electrical Distribution includes plug outlets Services into building by city |                                           |             |             |   |                 |               |                 |  |
| 16-202                                                                                                                     | Bell                                                                         |                                           |             |             |   |                 |               |                 |  |
| 16-500                                                                                                                     | Light fixtures 300 watt metal hallood                                        |                                           |             |             |   |                 |               |                 |  |
| 16-503                                                                                                                     | Emergency lighting                                                           |                                           |             |             |   |                 |               |                 |  |
| 16-504                                                                                                                     | Fire alarm system with enunciator panel                                      |                                           |             |             |   |                 |               |                 |  |
| 16-527                                                                                                                     | Regular fluorescent lighting                                                 |                                           |             |             |   |                 |               |                 |  |
| 16-720                                                                                                                     | Handicap entry systems                                                       |                                           |             |             |   |                 |               |                 |  |
|                                                                                                                            | TOTAL - ELECTRICAL                                                           |                                           |             |             |   |                 |               |                 |  |
| <b>OPTIONS</b>                                                                                                             |                                                                              |                                           |             |             |   |                 |               |                 |  |
| 17-100                                                                                                                     | 2 Compartment sinks                                                          |                                           |             |             |   |                 |               |                 |  |
| 17-101                                                                                                                     | Olympia Zamboni ( Propane )                                                  |                                           |             |             |   |                 |               |                 |  |
| 17-102                                                                                                                     | (Optional) Olympia Zamboni ( electric )                                      |                                           |             |             |   |                 |               |                 |  |
| 17-103                                                                                                                     | New score board ( if required )                                              |                                           |             |             |   |                 |               |                 |  |
| 17-104                                                                                                                     | Hockey nets                                                                  |                                           |             |             |   |                 |               |                 |  |
| 17-105                                                                                                                     | Stick racks in change rooms                                                  |                                           |             |             |   |                 |               |                 |  |
| 17-106                                                                                                                     | Landscaping                                                                  |                                           |             |             |   |                 |               |                 |  |
| 17-107                                                                                                                     | Trees                                                                        |                                           |             |             |   |                 |               |                 |  |
| 17-108                                                                                                                     | Lockers in ref rooms                                                         |                                           |             |             |   |                 |               |                 |  |
| 17-109                                                                                                                     | Change room Benches                                                          |                                           |             |             |   |                 |               |                 |  |
| 17-110                                                                                                                     | Bar and Concession Millwork                                                  |                                           |             |             |   |                 |               |                 |  |
| 17-111                                                                                                                     | Elevator                                                                     |                                           |             |             |   |                 |               |                 |  |
| 17-112                                                                                                                     | Exterior lighting                                                            |                                           |             |             |   |                 |               |                 |  |
| 17-113                                                                                                                     | Audio and announcement system                                                |                                           |             |             |   |                 |               |                 |  |
| 17-114                                                                                                                     | Grading 10 ft off building                                                   |                                           |             |             |   |                 |               |                 |  |
|                                                                                                                            | Total Options                                                                |                                           |             |             |   |                 |               |                 |  |
|                                                                                                                            | Total Less Options                                                           |                                           |             |             |   |                 |               |                 |  |
|                                                                                                                            | Grand Totals full building and options                                       |                                           |             |             |   |                 |               | \$ 7,708,224.82 |  |
|                                                                                                                            |                                                                              |                                           |             |             |   |                 |               | \$ 1,002,069.23 |  |
|                                                                                                                            |                                                                              |                                           |             |             |   |                 |               | \$ 8,710,294.04 |  |





This is Exhibit "N" referred to in  
the Affidavit of Sara Almas  
sworn September 12, 2019

A handwritten signature in green ink, appearing to be "R. Smith", is written over a horizontal black line.

Commissioner for Taking Affidavits  
(or as may be)



## TOWN OF COLLINGWOOD

# SPECIAL MEETING OF COUNCIL MINUTES

December 1, 2012

*"Inspire confidence, wonder and a sense of possibility – deliver today's services and realize tomorrow's promise."*

A Special Meeting of the Council was held Saturday, December 1, 2012 in the Council Chambers, Town Hall, Collingwood commencing at 9:30 a.m.

### **MAYOR COOPER CALLED COUNCIL TO ORDER**

#### **Members of Council Present:**

Mayor Cooper  
Deputy Mayor Lloyd  
Councillor Edwards  
Councillor Lloyd  
Councillor Chadwick  
Councillor Hull  
Councillor West  
Councillor Cunningham  
Councillor Gardhouse

#### **Staff Present:**

Sara Almas, Clerk  
Marjory Leonard, Treasurer  
Nancy Farrer, Director of Planning  
Larry Irwin, Director of Information Technology

### **ADOPTION OF AGENDA**

**No. 500**      *Moved by Deputy Mayor Lloyd*  
                  *Seconded by Councillor Edwards*

*THAT* the content of the Special Council Agenda for December 1, 2012, be adopted as presented.

**CARRIED**

### **DECLARATIONS OF PECUNIARY INTEREST AND/OR RECEIPT OF GIFT (over \$200) - Nil**

#### **PUBLIC MEETING**

*Mayor Cooper welcomed those in attendance, introduced the Public Meeting format and explained that the purpose of the meeting was to seek input from the public with respect to the use and allocation of the COLLUS/PowerStream Strategic Partnership Funds. Mayor Cooper explained that the meeting was scheduled for Saturday to permit all residents and taxpayers the opportunity to provide input.*

#### **Review of COLLUS/PowerStream Strategic Partnership & Available Funds**

Marjory Leonard, Treasurer for the Town of Collingwood and Cindy Shuttleworth, Chief Financial Officer for COLLUS / Power Stream Corporation provided presentations regarding the background of the partnership and funds available and potential uses.

Treasurer Leonard presented the following options however not limited to:

1. Pay down debt - cautioned that accelerating debt repayment would not be fiscally responsible as it would trigger penalties to the municipality.
2. Establish a legacy fund which would permit self financing of projects as recommended by Department Heads and re-nav with interest

2. Bing Jowett representing himself and Mr. Ray Porter, requested consideration for improvements to the Harbour. Mr. Jowett explained that in his opinion, large sums of money have been spent on various studies as the Town realizes that Collingwood's waterfront and harbour are its 'heart and soul'. Mr. Jowett recommended that the funds be allocated to create an open waterfront park by purchasing the lots being offered by the current developer (FRAM) and seek additional Federal and Province funding.
3. Harold Bickerstaff representing Theatre Collingwood, requested that the Town become a key partner and major funder of a performing arts centre. Mr. Bickerstaff referred to recent surveys and statistics which indicate that there is a desire and need for year round theatre which would generate revenue for the community.
4. Tom Vincent recommended that an integrated strategic plan be developed focused on debt repayment and waterfront re-development. Mr. Vincent believes that the Town's waterfront can make Collingwood a tourism destination.
5. Ed Janicki urged Council to allocate the funds in a manner that would benefit the entire community such as paying down the debt and repairing roads and sidewalks.
6. Michael Stahr President of Sunset Point Resident Association advised Council that the Association would forward their formal proposal prior to December 7<sup>th</sup>. If any changes are to be proposed for Sunset Point they requested that their group be consulted. Mr. Stahr, on his own behalf, requested consideration for redevelopment of the Harbour.
7. John McDonald addressed Council and expressed his disappointment with respect to the new recreation facilities however he indicated that we pay for what has been committed to being built. Mr. McDonald urged Council to continue to build additional recreation facilities, namely a gymnasium and pool.
8. Joanne Pearson recommended that the funds be allocated towards debt repayment. Mrs. Pearson expressed displeasure with comments recently posted by a Councillor on internet and questioned how Council's decision will be made public.

The Clerk advised that all comments including presentations and the minutes of the meeting would be provided to Council and the public through the standard protocols and that Council will decide on the use of these funds in open meeting.

9. Linda Simpson, on behalf of the Georgian Triangle Tourist Association, thanked Council for their support of the GTTA and on a personal note of Council's decision to enclose the centennial pool that will benefit the Collingwood Clippers Swim Club. Ms. Simpson advised Council that money should be invested in sport and tourism as it brings valuable revenue per event.
10. Lindsay Lyall urged Council to allocate the funds to benefit all of the taxpayers by investment in the remediation of the sewer and water infrastructure. Mr. Lyall sought clarification from the Treasurer as how the fixed and variable water and sewer rates are determined.

Treasurer Leonard explained that some of the funds could be used to assist in funding larger required priority projects and explained that a rate study will be conducted in 2013 for 2014 and later. In 2013, a rate increase of 2.5% annually on both parts of the bill will be required.

11. Barbara Weider, representing herself and Theatre Collingwood, urged Council to support investment in the Harbour and to create theatre space on the top floor of the Terminal building.
12. George Powell reminded Council that the fund has been provided through the sale of shares from infrastructure, and that those funds should go back to infrastructure re-

*Mayor Cooper called for the third and final time.  
Mayor Cooper called for comments from Council.*

Staff addressed questions from Council with respect to the reconstruction of Hume Street, status of the Harbour Master Plan, feasibility of incremental debenture repayment, and amount currently paid to BLT/Sprung.

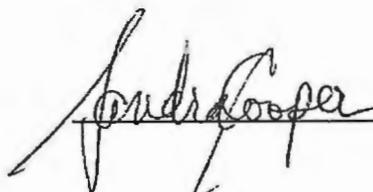
Mayor Cooper thanked all those who attended and urged the public to provide their comments prior to the December 7<sup>th</sup> deadline.

**ADJOURNMENT**

*Moved by Councillor West*

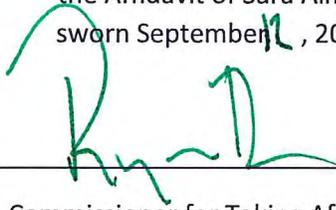
**THAT** the meeting of Council be hereby adjourned at 10:53 a.m.

**CARRIED**

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

This is Exhibit "O" referred to in  
the Affidavit of Sara Almas  
sworn September 12, 2019



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Commissioner for Taking Affidavits  
(or as may be)



## WE ARE SEEKING YOUR INPUT!

Please provide your name and address below: *(required)*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Town/Province: \_\_\_\_\_  
Postal Code: \_\_\_\_\_

Tell us how you would like to see the funds from the recent Collus/ PowerStream Strategic Partnership allocated?

- Decrease existing debt
- Establishing an Internal Loan Fund to fund capital projects under \$1m
- Invest in the new recreational facilities
- Road/sidewalk repairs and maintenance
- Sunset Point Park redevelopment
- Harbour enhancements
- Other: \_\_\_\_\_

Written submissions can be submitted at the Town Hall or to [clerk@collingwood.ca](mailto:clerk@collingwood.ca) prior to **December 7th, 2012**.

**\*\* Note:** The personal information will be used in accordance with the Municipal Freedom of Information and Protection of Privacy Act. Questions about this collection can be directed to the Town Clerk, Town of Collingwood, 97 Hurontario Street, PO Box 157, Collingwood ON L9Y 3Z5 email: [clerk@collingwood.ca](mailto:clerk@collingwood.ca).



## WE ARE SEEKING YOUR INPUT!

Please provide your name and address below: *(required)*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Town/Province: \_\_\_\_\_  
Postal Code: \_\_\_\_\_

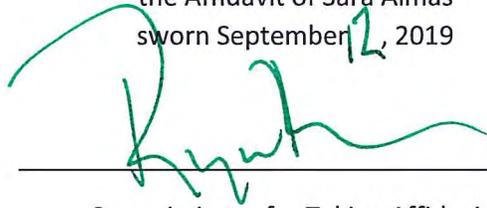
Tell us how you would like to see the funds from the recent Collus/ PowerStream Strategic Partnership allocated?

- Decrease existing debt
- Establishing an Internal Loan Fund to fund capital projects under \$1m
- Invest in the new recreational facilities
- Road/sidewalk repairs and maintenance
- Sunset Point Park redevelopment
- Harbour enhancements
- Other: \_\_\_\_\_

Written submissions can be submitted at the Town Hall or to [clerk@collingwood.ca](mailto:clerk@collingwood.ca) prior to **December 7th, 2012**.

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This is Exhibit "P" referred to in  
the Affidavit of Sara Almas  
sworn September 12, 2019

A handwritten signature in green ink, appearing to be "R. Smith", written over a horizontal line.

Commissioner for Taking Affidavits  
(or as may be)



## TOWN OF COLLINGWOOD

# COUNCIL AGENDA

February 25, 2013

*"Inspire confidence, wonder and a sense of possibility – deliver today's services and realize tomorrow's promise."*

A meeting of Council will be held Monday February 25, 2013 in the Council Chambers, Town Hall, Collingwood commencing at 5:00pm.

### ORDER OF BUSINESS

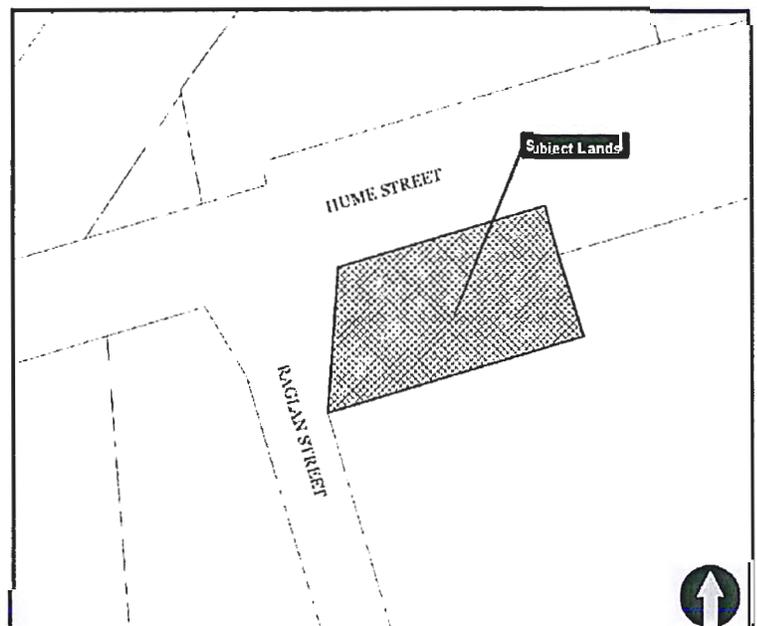
1. **CALL OF COUNCIL TO ORDER**
2. **ADOPTION OF AGENDA**
  - **THAT** the content of the Council Agenda for February 25<sup>th</sup>, 2013 be adopted as presented.
3. **DECLARATIONS OF PECUNIARY INTEREST AND/OR RECEIPT OF GIFT (over \$200)**
4. a) **ADOPTION OF MINUTES**, for the regular meeting of Council held February 11<sup>th</sup>, 2013. (p.4)  
(errors & omissions)  
b) **BUSINESS ARISING FROM THE PREVIOUS MINUTES**
5. **COMMUNITY ANNOUNCEMENTS**
6. **DEPUTATION**
7. **PUBLIC MEETING**
  - 7.1 **Proposed Official Plan Amendment and Zoning By-law Amendment (201 Raglan Street)**

The proposed Official Plan Amendment and Zoning By-law Amendment has been submitted on land legally described as the North Part of Lot 42, Concession 7, being Part 1 on Reference Plan 51R-27240 in the Town of Collingwood, County of Simcoe and is municipally addressed as 201 Raglan Street.

**THE PURPOSE AND EFFECT** of the proposed Official Plan Amendment is to re-designate the subject property from the site specific Highway Commercial Three (HC-3) land use designation to the Highway Commercial land use designation and the Special Policy-Health Services overlay. The Official Plan Amendment will increase the range of commercial uses for the property and will also add medical uses, and it will also delete permission for seven residential units.

**THE PURPOSE AND EFFECT** of the proposed Zoning By-law Amendment is;

1. To remove the requirement of the Holding Fifteen (H15) symbol currently applicable on the property as the permission for seven residential units is to be deleted;
2. To increase the range of commercial uses for the site including adding medical uses; and



3. To decrease the minimum front and exterior side yard, decrease the setback of a delivery space to a street and to reduce the parking requirements for a medical clinic.

**8. CONSENT AGENDA**

| <b>General Consent Items</b> |                                                                                                                                                                                                                               |                                 |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| A.1                          | Town of Blue Mountains and Town of Wasaga Beach re: Southern Georgian Shoreline Initiative (SGBSI) (p.9)                                                                                                                      | <i>Received for Information</i> |
| A.2                          | Consul-General of Japan re: Update on recent developments in Japan and Japan - Canada relations (p.10)                                                                                                                        | <i>Received for Information</i> |
| A.3                          | Nottawasaga Valley Conservation Authority (NVCA) re: Municipal Planning Partnership Agreement (motion prepared to support, subject to minor revisions as may be deemed necessary by Planning Services and Engineering) (p.13) | <i>Direction Required</i>       |
| A.4                          | Town of Collingwood - Water Compliance Report (p.27)                                                                                                                                                                          | <i>Received for Information</i> |
| A.5                          | Great Lakes and St. Lawrence Cities Initiative, letter to President Obama and Prime Minister Harper re: Water level crisis on the Great Lakes and St. Lawrence (p.47)                                                         | <i>Received for Information</i> |

**9. MOVE INTO COMMITTEE OF THE WHOLE** (Staff Reports/By-laws if deemed expedient)

**10. STAFF REPORTS**

**T2013-04 Use and Allocation of the Share Sale and Dividend Funds** (p.49)

**RECOMMENDING THAT** Council receive the Staff Report including all the public comments and input on the use of the "funds", and deliberate the use during the upcoming budget discussions.

**11. MOTIONS**

- **THAT** this Council proceeds in Camera in order to address a matter pertaining to:
  - ☑ advice that is subject to solicitor/client privilege, including communications necessary for that purpose;
 Items for Discussion: a) *Pretty River Academy Legal Advice*

**12. OLD or DEFERRED BUSINESS**

- **Additional Gaming Information** (Requested December 17<sup>th</sup>), Acting CEO Ed Houghton
  - Memo Attached (p.6) & Integrated Resort Community Presentation to be Provided
  - Direction Required

*\*Notice provided by Councillor Hull – and matter deferred from January 28, 2013 (pending review of Staff Report T2013-04)*

- **WHEREAS** on January 23, 2012, The Corporation of the Town of Collingwood sold 50% of Collingwood Utility Services Corporation to our new partner PowerStream Incorporated, enacted through the passing of By-law 2012-011;

**THEREFORE BE IT RESOLVED** as these COLLUS shares were owned by the taxpayers and residents of Collingwood that the total proceeds as they are received be held in an interest bearing account until the following is completed by the Municipality:

1. Identify a minimum of three strategic opportunities for the use of the proceeds on behalf of the taxpayers;
2. The preparation of Staff Reports for each of the identified opportunities outlining the economic and social benefits and financial investment of each opportunity;

3. And lastly, hold further public dialogue to engage the citizens of the Town of Collingwood for their input and comments on the various opportunities identified by Council and Staff to ensure that the proceeds of this public sale are being used in the best interest of the taxpayers and residents of the Town of Collingwood.

*\*Notice provided by Councillor Hull – and matter deferred from February 11, 2013*

- **BE IT RESOLVED THAT** Council of the Corporation of the Town of Collingwood direct that the Eddie Bush Memorial Arena be maintained in its current use until a feasible study is completed and considered by Council;

**AND FURTHER THAT** Staff be requested to prepare a report for Council's review not later than March 17, 2013 that defines the scope of a feasibility study that includes consideration for refurbishing or repurposing the facility and further identifies the historical, economic, and social impacts of each option, and provides recommendations on appropriate resources to complete the study.

**13. OTHER BUSINESS**

**14. NOTICE OF MOTION**

**15. CONFIRMATORY BY-LAW**

- **THAT By-law No. 2013-016**, being a by-law to confirm the proceedings of the regular meeting of Council held February 25<sup>th</sup>, 2013 be enacted and passed this 25<sup>th</sup> day of February, 2013. (p.□□)

**16. ADJOURNMENT**



TOWN OF COLLINGWOOD

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**COUNCIL MINUTES**

---

February 11, 2013

*"Inspire confidence, wonder and a sense of possibility – deliver today's services and realize tomorrow's promise."*

A meeting of Council was held Monday February 11, 2013 in the Council Chambers, Town Hall, Collingwood commencing at 5:00pm.

**MAYOR COOPER CALLED COUNCIL TO ORDER**

**Members of Council Present:**

Mayor Cooper  
Deputy Mayor Lloyd  
Councillor Edwards  
Councillor Lloyd  
Councillor Chadwick  
Councillor Hull (*regrets*)  
Councillor West  
Councillor Cunningham  
Councillor Gardhouse

**Staff Present:**

Ed Houghton, Acting Chief Administrative Officer  
Sara Almas, Clerk  
Larry Irwin, Director of Information Technology  
Marta Proctor, Director of Leisure Services  
Marjory Leonard, Treasurer  
Nancy Farrer, Director of Planning Services  
Trent Elyea, Fire Chief  
Marcus Firman, Manager of Water Services

**ADOPTION OF AGENDA**

**No. 060**      *Moved by Deputy Mayor Lloyd*  
                  *Seconded by Councillor Edwards*

*THAT* the content of the Council Agenda for February 11<sup>th</sup>, 2013 be adopted as presented.

*Moved by Deputy Mayor Lloyd*  
*Seconded by Councillor Edwards*

*THAT* the motion pertaining to the Eddie Bush Arena be deferred until Feb 25<sup>th</sup>, 2013.

**CARRIED**

**No. 060**      *Moved by Deputy Mayor Lloyd*  
                  *Seconded by Councillor Edwards*

*THAT* the content of the Council Agenda for February 11<sup>th</sup>, 2013 be adopted as presented.

**CARRIED**

**DECLARATIONS OF PECUNIARY INTEREST AND/OR RECEIPT OF GIFT (over \$200) – Nil**

## **ADOPTION OF MINUTES**

**No. 061**            *Moved by Councillor Edwards*  
                         *Seconded by Deputy mayor Lloyd*

*THAT* the minutes of the regular meeting of Council held February 4<sup>th</sup>, 2013, be approved as presented.

**CARRIED**

## **BUSINESS ARISING FROM THE PREVIOUS MINUTES - Nil**

## **COMMUNITY ANNOUNCEMENTS**

### ▪ ***Heritage Week Presentation***

Lindsay Cook, Chair, Collingwood Heritage Advisory Committee provided Council with an overview of the Collingwood Heritage Committee and its members, restoration success stories, the number of participants in the Heritage Property Tax Relief program and 2012 Heritage Grants, a study of Collingwood's Heritage District, the newsletter, partnerships, and various upcoming events.

Richard Lex informed Council of an exhibit hosted by the Architectural Conservancy of Ontario – Collingwood Chapter, partnering with the Collingwood Museum and Heritage Committee, named 'Treasures of Collingwood' taking place February 15 to April 30 at the Press Gallery.

Sue Nicholson, General Manager of the BIA announced the 'Doors Open Collingwood' event, being hosted by Downtown Collingwood/BIA, the Blue Mountain Foundation for the Arts and the Collingwood Heritage Committee scheduled on June 1 and 2, 2013.

### ▪ ***Awarding of Heritage Designation Plaque - Rex and Nancy Jackson (324 Pine Street)***

Lindsay Cook and Mayor Cooper presented the Heritage Designation Plaque to Rex and Nancy Jackson for their property located at 324 Pine Street.

- Council reported on various community events they had attended and announced upcoming events.

## **DEPUTATION**

### ▪ ***Hume Street Reconstruction Neighbors and Friends re: Use of COLLUS Share Sale Proceeds***

Mr. Mark Palmer, Greenland Engineering, addressed Council on behalf of Hume Street neighbours and friends. Mr. Palmer reviewed studies undertaken to date on the importance of the reconstruction of Hume Street as it has been identified as a gateway into the community. Mr. Palmer noted the support for the Admiral Collingwood Place project and that the reconstruction of Hume Street could be a catalyst of this project to move forward.

Mr. Palmer requested Council consider the Hume Street project when deciding on the use of the Collus share funds. He noted that not all the funds would be required to complete this project, which addresses many social, environmental and economical concerns along this area.

Mr. Scott Strandholt, Bay Haven Nursing Home, addressed Council expressing concerns with mobility issues, the need for sidewalks, rolled curbs and safe pedestrian walkways and access to the rest of the community are ongoing issues along Hume Street, and the east end in particular. The lack of sidewalks is difficult for all the employees and citizens that use that corridor. Mr. Strandholt encourages Councillors to visit the nursing home and local businesses in the area to experience the concerns and issues with Hume Street.

Deputy Mayor Lloyd, Public Works Liaison, reviewed the detailed status of the project, the required upgrades and reconstruction of Hume Street and cost of \$9.2M to complete the project.

Council agreed to consider their request when reviewing the use of the Collus share funds and suggested that possibly the Town and Hospital Board could make a presentation to the Province with respect to the significance of this project for government funding assistance.

**CONSENT AGENDA**

**No. 062** *Moved by Councillor Lloyd*  
*Seconded by Councillor Chadwick*

**THAT** the General Consent Agenda, having been given due consideration by Council, be received.

| <b>General Consent Items</b> |                                                                                                                                                                                                                                               |                                 |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| A.1                          | Kinette Club Request for Proclamation of February 20 <sup>th</sup> , 2013 Kinsmen and Kinettes' Day and February 17 <sup>th</sup> – 23 <sup>rd</sup> , 2013 Kinsmen and Kinettes' Week<br><i>(response from Office of the Mayor attached)</i> | <i>Received for Information</i> |
| A.2                          | County of Simcoe request for endorsement of resolution re: Simcoe County Food and Agriculture Charter <i>(resolution prepared)</i>                                                                                                            | <i>Direction Required</i>       |
| A.3                          | Ministry of Environment re: receipt of Town of Collingwood's resolution no. 503 re: proximity of WPD Canada's proposed Fairview Windfarm project and update on current status of WPD's application for the proposed Fairview Wind Farm        | <i>Received for Information</i> |
| A.4                          | Petition re: Hume Street Reconstruction and use of Collus Sale Share Proceeds. <i>(Correspondence received will be included in the Staff Report when it comes forward)</i>                                                                    | <i>Received for Information</i> |
| A.5                          | Collingwood Rowing Club re: Thank you for accepting and funding grant request                                                                                                                                                                 | <i>Received for Information</i> |

**CARRIED**

A. 2 *County of Simcoe request for endorsement of resolution re: Simcoe County Food and Agriculture Charter*

**No. 063** *Moved by Councillor Lloyd*  
*Seconded by Councillor Chadwick*

**WHEREAS** on January 22, 2013, the County of Simcoe endorsed the Simcoe County Food and Agriculture Charter requesting member municipalities support and endorsement of the Charter;

**THEREFORE BE IT RESOLVED THAT** Council of the Town of Collingwood endorse the Simcoe County Food and Agriculture Charter.

**CARRIED**

**REPORTS/MINUTES OF COMMITTEES/BOARDS**

**No. 064** *Moved by Councillor Chadwick*  
*Seconded by Councillor Lloyd*

**THAT** the Collingwood Downtown BIA Board of Management minutes of January 23, 2013, be hereby received.

**CARRIED**

**No. 065** *Moved by Councillor Gardhouse  
Seconded by Councillor West*

*THAT* the Collingwood Heritage Committee minutes of January 17, 2013, be hereby received and the recommendations therein be approved.

*Recommendation: THAT* the following Heritage Permits be approved:

| <i>Permit #</i> | <i>Location</i>       | <i>Type</i>            |
|-----------------|-----------------------|------------------------|
| 599-2012        | 243 Ste. Marie Street | Door                   |
| 007-2013        | 43 Hurontario Street  | Storefront Renovations |

**CARRIED**

**STAFF REPORTS**

**P2013-02** *Part Lot Control Exemption By-law No. 2013-014; Pretty River Estates (Liberty) Subdivision Creation of Four Semi-detached Lots; Address: 39, 41, 43 and 45 Robertson Street, Town of Collingwood*

**No. 066** *Moved by Councillor Gardhouse  
Seconded by Councillor West*

*THAT Staff Report P2013-02*, recommending Council enact and pass Part Lot Control Exemption By-law No. 2013-014 in order to create four semi-detached lots in the Pretty River Estates subdivision, be received.

**CARRIED**

**No. 067** *Moved by Councillor Gardhouse  
Seconded by Councillor West*

*THAT By-law No. 2013-014*, being a by-law to exempt a portion of the land from the Part Lot Control provisions of the *Planning Act*, R.S.O. 1990, C. P.13, as amended, be enacted and passed this 11<sup>th</sup> day of February, 2013.

**CARRIED**

**PRC2013-07 Centennial Pool Update**

Acting CAO Houghton provided a brief presentation on the costs of the projects to date.

**No. 068** *Moved by Councillor West  
Seconded by Councillor Lloyd*

*THAT* Council receive Staff Report PRC2013-07, information pertaining to the enhancements to the existing Centennial Pool and the proposed pool operating model;

*AND FURTHER THAT* Council direct Staff to proceed with the recommended enhancements to the Centennial Pool.

**CARRIED (recorded vote)**

| <u>COUNCIL</u> | <u>Yea</u> | <u>Nay</u> |
|----------------|------------|------------|
| Cooper         | ✓          |            |
| R. Lloyd       | ✓          |            |
| Edwards        | ✓          |            |
| K. Lloyd       | ✓          |            |
| Chadwick       | ✓          |            |
| Hull (absent)  |            |            |
| West           | ✓          |            |
| Cunningham     | ✓          |            |
| Gardhouse      | ✓          |            |
| TOTAL          | 8          | 0          |

**MOTIONS**

**No. 069**      ***Moved by Councillor Cunningham  
Seconded by Councillor Lloyd***

*THAT* this Council proceeds in Camera in order to address a matter pertaining to:  
 a proposed or pending acquisition or disposition of land for municipal or local board purposes.

*Items for Discussion: a) Terminals (1 Heritage Drive) Review Interest/Next Steps*

**CARRIED**

**OLD or DEFERRED BUSINESS**

Councillor Chadwick requested an update on the motion that was approved in December with respect to extending the deadline to the OLG. Acting CAO Houghton confirmed that he has been in contact with the OLG, will request a formal letter to confirm the extension of the deadline, and will be providing a presentation to Council on February 25, 2013.

**OTHER BUSINESS**

*Council proceeded to in-camera session as previously resolved. (6:26pm)*

***Moved by Councillor West  
Seconded by Councillor Lloyd***

*THAT* Council rise from in-camera and return to public session. (7:32pm)

**CARRIED**

**CONFIRMATORY BY-LAW**

**No. 070**      ***Moved by Councillor Cunningham  
Seconded by Councillor Chadwick***

*THAT By-law No. 2013-115*, being a by-law to confirm the proceedings of the regular meeting of Council held February 11<sup>th</sup>, 2013, be enacted and passed this 11<sup>th</sup> day of February, 2013.

**CARRIED**

**ADJOURNMENT**

***Moved by Councillor Gardhouse***

*THAT* the meeting of Council be hereby adjourned at 7:32pm.

**CARRIED**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

RECEIVED

FEB 01 2013



A.1

January 28, 2013

Mayor Sandra Cooper  
Town of Collingwood  
97 Huronia Street, PO Box 157  
Collingwood, ON, L9Y 3Z5

Re: Southern Georgian Bay Shoreline Initiative (SGBSI)

Dear Mayor Sandra Cooper,

As we are all aware, the shoreline between Tobermory and Port Severn embodies the best of southern Georgian Bay: Clean water, striking Niagara escarpment views, tranquil bays of Severn Sound, extensive sand and cobble beaches, productive streams and wetlands, and bountiful recreational opportunities. These qualities have inspired thousands of people to make their homes on the shores of the Bay. However, many areas have been, and continue to be altered by a variety of shoreline development activities such as dredging, filling, hardening, and other forms of shoreline alterations. Diligence in managing such activities is important to maintain the economic, social and environmental values, and the natural shoreline processes, ecological functions, and nearshore habitats and species.

These ecological and economic concerns, as well as the need for clarity over rules regarding shoreline alteration, led to the creation of a multi-agency and community-driven partnership called the **Southern Georgian Bay Shoreline Initiative** (originally named the Southern Georgian Bay Coastal Initiative). Its aim is to coordinate a strategic, adaptive and integrated approach to protect and rehabilitate the southern Georgian Bay shoreline.

Some of you may recall previous discussions held at the Town of Wasaga Beach Council Chambers to explore this concept (April 16, 2009) and to review the Terms of Reference (September 29, 2009). A letter was also sent from this office in July of 2009 requesting municipalities of southern Georgian Bay to adopt a resolution of support for this Initiative.

Some time has passed since those initial meetings. On September 24<sup>th</sup> 2012, the Steering Committee provided an update on the Initiative's achievements; highlighting emerging opportunities and synergies with other Great Lakes programs, and a review of next steps.

The purpose of this letter is to inform Mayors and their councils that we are once again requesting your support for the Southern Georgian Bay Shoreline Initiative. In the near future, the Steering Committee plans to host a meeting to update Mayors and their municipal staff on their progress. They will be seeking local input on developing a shoreline management strategy and will request feedback for a Southern Georgian Bay Stewardship Guide. The Steering Committee will also ask if there are any identified areas of concern along your shoreline, and/or if you have any shoreline related reports you are willing to share.

We would like to thank you for your interest in this Initiative. We encourage you to participate and support the Steering Committee, and appreciate you doing your part to help sustain the southern Georgian Bay shoreline for future generations.

Sincerely,

Handwritten signature of Mayor Ellen Anderson.

Mayor Ellen Anderson  
Town of the Blue Mountains

Handwritten signature of Mayor Cal Patterson.

Mayor Cal Patterson  
Town of Wasaga Beach

Town of the Blue Mountains:  
32 Mill Street, P.O. Box 310  
Thornbury, ON, N0H 2P0  
Phone: 519-599-3131  
Email: [mayor@thebluemountains.ca](mailto:mayor@thebluemountains.ca)

Town of Wasaga Beach  
30 Lewis Street  
Wasaga Beach, ON, L9Z 1A1  
Phone: 705-429-3844  
Email: [mayor@wasagabeach.com](mailto:mayor@wasagabeach.com)



CONSUL-GENERAL OF JAPAN

77 KING STREET WEST, SUITE 3300, P.O. BOX 10

TORONTO, ONTARIO M5K 1A1

January 31, 2013

Her Worship Sandra Cooper  
Mayor, Town of Collingwood  
Town Hall  
97 Hurontario Street  
P.O. Box 157  
Collingwood, ON  
L9Y 3Z5

Dear Madam:

*Dear Sandra,*

I hope this letter finds you well, and that the start of 2013 is proving to be positive and inspiring. As Consul-General of Japan in Toronto, I am writing to update you on recent developments in Japan as well as Japan-Canada relations, and to provide my perspective on the rapidly changing times in which we live.

As you may be aware, a general election was held in Japan on December 16, 2012. As a result, the Liberal Democratic Party, previously an opposition party, won a majority and now holds 294 out of 480 seats in the lower house, leading to a change of the Administration. **Newly elected Prime Minister Shinzo Abe** pledged in a speech on January 4 to "dedicate our greatest possible efforts from the very beginning of this new year to the challenges of economic revival, reconstruction from the earthquake and tsunami, and crisis management including strategic diplomacy."

The new Cabinet, under the leadership of Prime Minister Abe, has been swiftly taking a series of measures and actions.

On January 11, the Prime Minister outlined three priority areas on his "**Emergency Economic Stimulus Measures**". They are: Reconstruction and Disaster Prevention; Creation of Wealth through Growth; and Securing Safety of Livelihood and Regional Vitalization. The stated goals of these measures are to boost the Real GDP Growth Rate to 2.6%, and to create employment for 600,000 people. A supplementary stimulus budget of 13.1 trillion yen (\$147 billion US) was approved by his Cabinet on January 15.

The Government and Bank of Japan have jointly declared a 2% inflation target in order to tackle deflation, now a chronic malaise in Japan. As a result, the overly appreciated yen is now being adjusted and the stock market is gaining steam, both positive signs for our economy.

With respect to foreign policy, Prime Minister Abe recently announced his "**Five New Principles of Japanese Diplomacy**": (1) to protect freedom of thought, expression, and speech; (2) ensuring that the seas are governed by laws and rules, not by might; (3) pursuing free, open, interconnected economies; (4) bringing more fruitful intercultural ties among the peoples of Japan and the world; (5) promoting exchange among the younger generations who will carry our nations into the future.

The new Cabinet will place high value on **Japan's relations with neighbouring countries**. Concrete steps are being taken to ensure positive communication, such as the visit of a Japanese special envoy, Mr. Fukushiro Nukaga, a seasoned, influential politician of the ruling party, to meet the South Korean President-elect, Ms Park Guen Hye in Seoul on January 4. Meanwhile, Mr. Natsuo Yamaguchi, the leader of the New Komeito Party which is a partner in Mr. Abe's coalition, visited China and met with General Secretary of the Communist Party Xi Jinping on Jan. 25 to deliver a letter from Prime Minister Abe.

Japan will continue to seek the larger picture in striving for positive and mutually beneficial relations with its Asian partners while managing delicate issues with the utmost composure and in accordance with the above Five Principles.

Canada of course will also remain an invaluable partner and ally across the Pacific. Prime Minister Stephen Harper and Prime Minister Abe in a Jan. 29 telephone conference reaffirmed our countries' commitments as partners that share basic values to jointly address various issues confronting international forums such as the G8.

Despite economic setbacks in recent years, Japan remains a vibrant, productive country. In the field of science and technology, for example, the latest figures made available by the OECD indicate that **Japan's gross expenditure on R&D** as a percentage of the GDP is 3.33%, the highest rate among the G8 countries.

Recent examples of Japanese researchers in the news include, of course, **Dr. Shinya Yamanaka, who was awarded the Nobel Prize in Medicine in 2012**. Dr. Yamanaka is the 19<sup>th</sup> Japanese to be given this prestigious prize. He found that ordinary cells of the body can be reprogrammed into stem cells, which then can turn into any kind of tissue. This can lead to a wide variety of benefits – from developing treatments for Parkinson's disease to growing cells that produce insulin.

Japan and Canada are close partners in a variety of fields, and science and technology is no exception. The Natural Sciences and Engineering Research Council of Canada has joined forces with the Japan Science and Technology Agency to develop a novel energy-efficient process for the production of next generation renewable biofuel. These and other science and technology joint ventures will be supported by **the Japan-Canada Joint Committee on S&T Cooperation** which met in Tokyo in late January.

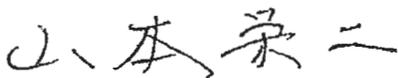
At the centre of our relations, which is aimed at eliminating tariffs and other impediments to robust trade and investments, is the proposed **Japan-Canada Economic Partnership Agreement (EPA)**. The first round of the negotiations for the EPA was held from Nov. 26 to 30. We look forward to further progress at the second round, to be held in Ottawa in April.

Economic partnerships cannot be complete if not reinforced with mutual cultural understanding. Fortunately, Japan and Canada continue to exchange the best in the arts. For example, I am pleased to bring your attention to **Spotlight Japan**, a Toronto-wide celebration of classic and contemporary Japanese culture that is a partnership among Canadian Stage, TIFF Cinematheque, Soundstreams, the Japan Foundation and the Japanese Canadian Cultural Centre. The celebration has already started and will last until April of this year. I hope all of you will join us in taking in some of the best of Japanese theatre, film, dance, crafts and traditional culture.

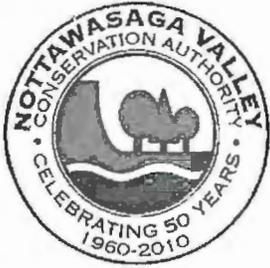
At the grassroots level, in March we shall witness the fruition of the “KIZUNA Project”, an initiative that allows high school students from the areas affected by the 2011 Great East Japan Earthquake to interact with the Canadian community which provided so much friendship and support immediately after the disaster. In Ontario, 25 students of Seiwa Gakuen High School in Sendai, Japan, and 22 students from Malvern Collegiate Institute in Toronto will conduct an exchange to and from Japan.

The start of 2013 has been clearly positive for both Japan and Canada. I look forward to working closely with you to strengthen the already fruitful relationship between our countries. Please do not hesitate to contact me if I could be of any assistance toward this goal.

Sincerely,

Handwritten signature in Japanese characters: 山本 栄二

Eiji Yamamoto  
Consul-General of Japan



RECEIVED

A.3

FEB 12 2013

February 4, 2013

Mayor Sandra Cooper & Council, CAO, and Director of Planning

The Township of Collingwood  
97 Hurontario St.  
Collingwood, ON L9Y 3Z5

**Member Municipalities**

- Adjala-Toscarata
- Arnprior
- Barrie
- Thornhill
- Mountains
- Bradford-West Gwillimbury
- Clearview
- Collingwood
- Essex
- Grey Highlands
- Innisfil
- Melancthon
- Mono
- Norfolk
- North York
- Oro-Medonte
- Shelburne
- Springwater
- Wasaga Beach

**Watershed Counties**

- Dufferin
- Grey
- Simcoe

Dear Mayor Sandra Cooper and Council, CAO, and Director of Planning

**Re: NVCA – Municipal Planning Partnership Agreement**

We are writing your Municipality requesting that your Council consider entering into a partnership agreement with the NVCA, in an effort to continue to streamline and enhance the planning support and regulatory functions the NVCA provides for your Municipality under the Planning Act and Conservation Authorities Acts and other related environmental protection legislature.

Over the past 2 years the NVCA has entered into planning partnership agreements (MOUs) with 4 watershed Municipalities. These agreements have the following key objectives:

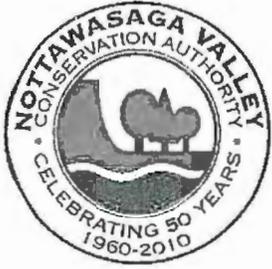
- To streamline and expedite the processing and review of NVCA Planning Act applications.
- To facilitate/support wise development; ensuring safety from natural hazards and protection of watershed health, essential for healthy communities.
- To clarify the role of the NVCA regarding Planning advise and regulatory powers.
- To customize NVCA service delivery to meet your specific Municipal needs.
- To facilitate improved communications, enhancing customer service.

It is the objective of the NVCA to complete Planning Partnership Agreements with all our Municipalities, enabling the NVCA to provide the best Planning and Technical support we can for our Municipal partners meeting the above objectives.

Member of



*Celebrating 50 Years in Conservation 1960-2010*



Attached for your consideration, we have enclosed the most recent NVCA-Municipal Planning agreement approved by the NVCA Board January 25<sup>th</sup> 2013, as a template for your staff and Council to consider.

NVCA staff, CAO Wayne Wilson and Director of Planning Chris Hibberd look forward to following up with your appropriate staff. We would also be pleased to meet with staff and or Council to further review any questions you may have regarding this matter.

### Member Municipalities

- Albion-Ontario
- Aurora
- Barrie
- The Blue Mountains
- Bradford-West Gwillimbury
- Clearview
- Collingwood
- Essex
- Grey Highlands
- Innisfil
- Municipities
- Mono
- Simcoe
- New Tecumseth
- Oro-Medonte
- Shelburne
- Springwater
- Wasaga Beach

We respectfully request that you provide direction to the undersigned by March 8<sup>th</sup>, regarding your Municipalities interest in pursuing an NVCA Planning partnership agreement.

Sincerely

Nina Bifulchi  
Chair NVCA

Wayne R. Wilson  
CAO/Secretary-Treasurer

Cc: Councillor Mike Edwards & Councillor Kevin Lloyd

### Watershed Counties

- Dufferin
- Grey
- Simcoe

Member of



*Celebrating 50 Years in Conservation 1960-2010*

NVCA - MUNICIPAL PARTNERSHIP AGREEMENT

FOR PLAN REVIEW AND TECHNICAL CLEARANCE

BETWEEN

THE TOWN OF WASAGA BEACH

AND THE

NOTTAWASAGA VALLEY CONSERVATION AUTHORITY

Date: January 2013

Nottawasaga Valley Conservation Authority (NVCA) provides plan review and regulatory functions under authority provided by the *Planning Act* and the *Conservation Authorities Act*, or other applicable legislation. As outlined below, this agreement recognizes that the Town of Wasaga Beach is the approval authority under the *Planning Act* for Plans of Subdivision and Condominium and outlines a partnership between the NVCA and the Town of Wasaga Beach intended to promote efficiency, effectiveness, and clarity in the plan review process including enhancing communications and issue resolution.

The **PURPOSE** of this agreement is to:

- a) Clarify the roles that the Town of Wasaga Beach and the NVCA perform in the plan review process;
- b) Clarify the roles and responsibility of the NVCA planning and regulation program;
- c) Outline the circumstances where the NVCA will review planning applications and provide technical expertise to the Town consistent with its mandate under the *Conservation Authorities Act*;
- d) Support the municipal plan review system and facilitate where opportunities exist the creation of a "one window" planning system operating from the Municipality;
- e) Assist with the streamlining and increased transparency of the approval process through attendance at mandatory Pre-development Consultation meetings; and,
- f) Develop clear protocols for the NVCA and Town of Wasaga Beach to communicate and discuss issues that arise during the plan review process and to put in place a dispute resolution process.

## 1. ROLES AND RESPONSIBILITIES

The **Town of Wasaga Beach** (hereinafter the "Municipality") and the **Nottawasaga Valley Conservation Authority** (hereinafter the "NVCA") agree that:

- a) The Municipality will screen planning and development applications received by it and forward those applications which require NVCA review/approval within reasonable time frames. The screening of the applications will occur in accordance with the Screening Procedures as set out in Schedule 1 attached. The Screening Procedures may be revised from time to time on written consent of each of the Parties.
- b) The NVCA will, within reasonable time frames, provide the Municipality with plan review and technical clearance services, as set out in Schedule 2 attached, in accordance with the Provincial Policy Statement and NVCA's policies and guidelines, by fulfilling the functions described below:
  - (i) Define, and/or assist with the delineation and/or definition of natural features and assess the long-term ecological function and biodiversity of natural heritage systems, as well as identifying opportunities, where applicable, for restoration or improvements. Examine the functions of these features and recommend mitigative measures and/or approval requirements and/or conditions for the areas identified in 2b) ii).
  - (ii) Define, and/or assist at the Pre-Development Consultation stage of the approval process with the determination of the need for, and scope of, specific studies required for the NVCA to fulfill its mandate under the *Conservation Authorities Act* and the *Planning Act*. During subsequent stages help determine the adequacy of the submitted studies. These studies may include environmental impact studies which assess impacts and propose appropriate development limits defined through policy, mitigation, restoration and/or enhancement measures related to:
    - wetlands;
    - wildlife habitat;
    - habitats of threatened and endangered species;
    - fish habitat;
    - areas of natural and scientific interest;
    - woodlands;
    - valley lands;

- flood, erosion and dynamic beach hazards;
  - flood and erosion watercourse and valley land hazards;
  - ground water discharge and recharge areas;
  - ground water quantity and quality;
  - surface water quantity and quality.
- (iii) Implement the Fish Habitat Management Agreement as signed between NVCA and the Department of Fisheries and Oceans Canada, to expedite the review of development applications and protect fisheries habitat, including, identify the need for an application to be processed through an application for mitigation and compensation under the *Federal Fisheries Act*.
- (iv) Assist in the technical aspects of applying alternative development standards as a best management practice for stormwater management purposes and enhancement of natural heritage features and functions consistent with Provincial and local policies.
- (v) Encourage the Department of Fisheries and Oceans to ensure that any funds provided as compensation within the Town under the *Federal Fisheries Act* shall be spent within the geographical boundary of Wasaga Beach.
- c) That the NVCA will share information or data sources generated through municipal or watershed studies or source water protection work, provided that the data sources are not restricted under third party licensing.
- d) Notwithstanding the purpose of this agreement, it is recognized that:
- (i) The NVCA will review and provide comments and advice in the context of the policies and land use designations of approved official plans and other guiding municipal documents as a resource management agency, landowner, service provider, public commenting agency, as delegated on behalf of the Province for natural hazards, and a regulatory body. When commenting, the NVCA shall clearly indicate which comments fall under which role in accordance with Schedule 4 attached hereto;
  - (ii) Effective watershed management and environmental protection also requires the appropriate consideration of regional and local natural resources as identified through official and secondary plans, municipal studies, watershed and subwatershed studies, NVCA natural heritage mapping, or a site specific proposal;
  - (iii) The NVCA will continue to provide comments and recommendations as outlined in 2(b)(i & ii), on planning matters circulated by the Municipality such as official plans and policy amendments and municipal studies;
  - (iv) Nothing precludes the Municipality from obtaining peer review comments from qualified professionals on natural heritage matters on applications circulated by the Municipality to the NVCA if deemed necessary or desirable by the Municipality;
  - (v) Nothing precludes the NVCA from commenting to the municipality as would normally be exercised under the *Planning Act*, the *Conservation Authorities Act*, or other applicable legislation;
  - (vi) Qualified professional planning staff will formally comment on planning applications on behalf of the NVCA. Comments from other professionals within the NVCA on planning applications will be considered informal until they are confirmed in writing by planning staff;
  - (vii) The NVCA will have regard for previous comments provided by NVCA staff. Any change in comments based on updated legislation or new information or other matters will be discussed with the Town in advance of any formal correspondence being sent to the municipality; and,

- (viii) The Town of Wasaga Beach is the approval authority for Plans of Subdivision and Development Applications submitted under the *Planning Act*, and shall exercise its authority considering those comments received from the NVCA.

## 2. TERMS AND IMPLEMENTATION

### a) The Municipality and the NVCA agree:

- (i) The term of this agreement shall be for a period of five years from the date of execution by the Municipality and the agreement may be automatically extended for additional three-year terms, on the same terms and conditions as contained herein at the discretion of the Municipality and the NVCA, until terminated or amended by either party in accordance with subsection 3(b) herein;
- (ii) That the Municipality and the NVCA will generally review this Agreement every two years, to consider changes in programs of the parties or changes in Provincial policies, and at least six months prior to the expiry of the initial five year or subsequent three-year terms. The Municipality's Planning Department and NVCA staff will monitor the agreement and its expiry;
- (iii) To explore further opportunities to streamline the plan and development review system as it relates to Provincial and regional/local interests;
- (iv) The Municipality shall indicate to a prospective applicant where a proposed development may be subject to NVCA regulations and approvals and encourage consultation with the authority.
- (v) When providing written engineering comments to development applicants and the Municipality, the NVCA shall take into regard and consideration, the approved Engineering Design Standards of the Municipality;
- (vi) When providing written comments to applicants and the Municipality, the NVCA shall respond within a reasonable timeframe and clearly specify which comments pertain to matters where the NVCA has the approval mandate, and which comments are recommendations which pertain to those matters where the approval is with the Municipality;
- (vii) To make provisions for NVCA staff to attend Ontario Municipal Board Hearings with Municipal staff, with respect to the plan review and technical clearance services provided pursuant to this agreement. Where Municipal staff is attending Hearings in which matters of mutual interest are at issue, Municipal staff may attend to represent both agencies' interests, at the mutual agreement of both parties. Notwithstanding the aforesaid, the NVCA will not be precluded from independently appealing a decision to the Ontario Municipal Board if they so choose. The protocol as set out by Schedule 3 should be followed in advance of such appeals;
- (viii) To participate jointly in Pre-Development Consultation as appropriate for new development proposals. As part of the identification of studies it is agreed that all necessary studies should be identified at the Pre-Consultation stage and any additional studies should only occur as a result of legislative changes or new information not known or disclosed at the time of the Pre-Consultation meeting;
- (ix) That fees for NVCA plan review and technical clearance services shall be set by the NVCA, as approved by the Nottawasaga Valley Conservation Authority Board of Directors, and reflected in the approved planning Fee Schedules. Any approved revised NVCA fee schedules will be provided to the municipality as they occur;
- (x) That the NVCA shall be responsible for collecting all Processing/Approvals/and/or additional fees as required by the approved NVCA Fee Schedule;

- (xi) It is agreed that the Municipality will not knowingly or without prior communication to the NVCA issue building permits or provide final approval if the NVCA has not signed off on any application which may require a permit from the NVCA under its Regulation or the applicant has not paid NVCA fees;
  - (xii) That the municipality shall ensure that applicants are well informed with respect to the need to address the payment of any additional NVCA fees where applicable; and,
  - (xiv) That all parties agree to meet the requirements of the Municipal Freedom of Information and Protection and Privacy Act, R.S.O. 1990, Chapter M.56.
- b) Any party may terminate this agreement at any time upon delivering 12 months written notice of termination, by prepaid registered mail, to all of the other parties, which notice shall be deemed to be received on the third business day from the date of mailing.
- c) Any notice to be given pursuant to this agreement shall be delivered to the parties at the following address:

Town of Wasaga Beach  
30 Lewis Street  
Wasaga Beach, Ontario,  
L9Z 1A1  
Attention: Chief Administrative Officer

Nottawasaga Valley Conservation Authority  
John Hix Administrative Centre  
8195 8<sup>th</sup> Line, Utopia ON  
L0M 1T0  
Attention: Chief Administrative Officer

**3. THE AGREEMENT**

Signed, Scaled and Delivered

This \_\_\_\_\_ day of \_\_\_\_\_ 2013

The Corporation of the Town of Wasaga Beach

---

Mayor

---

Chief Administrative Officer

Signed, Scaled and Delivered

This \_\_\_\_\_ day of \_\_\_\_\_ 2013

The Nottawasaga Valley Conservation Authority

---

Chair

---

Chief Administrative Officer

**SCHEDULE -1**

*Screening Procedure*

1. The following Screening Criteria is to be used to provide the Municipality with a reference for the circulation of development applications and/or policy documents.
2. All policy documents that may affect environmental and/or natural hazard issues and/or NVCA lands shall be circulated by the Municipality to the NVCA for comment; e.g., Official Plan and Secondary Plan Amendments, Policy Amendments, Background Municipal Studies, Subwatershed Studies, Environmental Assessments and other environmental studies.
3. Where the land area of a development application is wholly, or partially within or abutting the NVCA Area of Interest, the following applications shall be forwarded by the Municipality:
  - a. Site Specific Official Plan Amendment Applications and any related applications as noted in items c, d or g below.
  - b. Site Specific Rezoning and Minister's Zoning Order Applications, also any applications related to items c, d or f below.
  - c. Plan of Subdivision Applications which are both within and outside the area of interest.
  - d. Plan of Condominium Applications which have not received previous site plan or subdivision approval, which are both within and outside the area of interest.
  - e. Consent Applications involving easements, creation of new lots or part lots, and/or lot boundary adjustments or additions.
  - f. Minor Variance applications
  - g. Site Plan Approval Applications (pursuant to Section 41 of the *Planning Act*) which are both within and outside the area of interest.The NVCA would then be invited to attend the Pre-Development Consultation meeting where the applicant would be notified of the required applications and review fees required as part of the approvals process.
4. For Building Permit Applications on properties subject to NVCA regulations, the Municipality will advise applicants that they are required to contact the NVCA to ensure that the application meets the requirements of the *Ontario Regulation 172/06* or its successor as well as the *Ontario Building Code*. Note: Building permits will not be issued for properties that may be within a regulated area, until such time as requisite clearances have been provided by the NVCA.
5. Any works proposed within or adjacent to a valley or stream corridor or other areas regulated by the NVCA, may require NVCA permit approval under the NVCA's Ontario Regulation. Where it has been identified by the NVCA that such permits are required, this requirement shall be identified in, and where feasible, be a condition of all *Planning Act* approvals provided by the Municipality.
6. For all development applications not within NVCA regulated areas, or other areas of concern to the NVCA, the Municipality will be solely responsible for the review, approval, inspection and enforcement of erosion and sediment control measures during the construction period.
7. The NVCA may require within an Area of Interest, landscape and planting considerations, in addition to sediment and erosion control requirements, which shall be considered by Municipal staff in review of affected applications.
8. For all applications listed in number 3 (above), the NVCA may require review of, and/or request additional studies in support of, proposed or requisite stormwater management measures.

## SCHEDULE-2

### Definitions

1. "Plan Review" is defined as:
  - (i) reviewing development applications in a reasonable timeframe as agreed upon and identified by this Agreement recognizing the *Planning Act* objectives;
  - (ii) delineating and assisting with the delineation of the limits of the natural features and systems;
  - (iii) identifying the need for technical reports; and
  - (iv) recommending conditions of approval.
  
2. "Technical Clearance" is defined as:
  - (i) assessing technical reports submitted by the proponent to determine if the reports satisfy the conditions specified; and
  - (ii) clearing the conditions.
  
3. "Area of Interest" is defined as the areas listed in Section 2b) ii) which includes:
  - (i)
    - NVCA regulated areas including: watercourses, river and stream valleys, natural hazards (flooding, erosion and unstable soils/bedrock), wetlands, and associated allowances & other lands.
    - Natural features and areas including: areas of natural and scientific interest, habitat of rare and endangered and threatened species, significant wildlife habitat, woodlands, wetlands, surface and groundwater features and fisheries habitats.
  
4. "Reasonable Timeframe" for the review and comment on development submissions is defined as The time frames provided in the *Planning Act* and the *Province's Policies and Procedures for Conservation Authority Plan Review and Permitting Activities*. *Notwithstanding, NVCA staff will attempt to review complete submissions within 30 working days from the time of NVCA's receipt of the submissions.*

### SCHEDULE-3

#### *Plan Review Communications and Issue Resolution Protocol*

1. All disputes should be resolved in a *collaborative* manner between the NVCA and Municipal staff;
2. An affected or interested property owner or designated agent may be invited to participate in discussions if it is determined that their input would be of assistance in resolving the matter.
3. Each party should clearly articulate their expectations with clear lines of communication and *respect* for each party's interests, mandates, and authority; and,
4. Before proceeding to any formal dispute resolution mechanisms involving NVCA Board or Directors or Municipal Council, the NVCA and Municipality staff should use their best efforts to *jointly* develop a written issue statement, describing the facts and events leading to the dispute and potential resolution options. The steps in the issue resolution protocol shall be as follows:

#### Steps

1. Municipal planner to discuss matter with NVCA planner in attempt to resolve matter;
2. Municipal Dept. Head to discuss matter with NVCA Planning Director in attempt to resolve matter;
3. Municipal CAO to discuss matter with NVCA CAO in attempt to resolve matter;
4. Municipal CAO, NVCA Board of Directors representative(s), NVCA CAO review matter in attempt to resolve matter; and then if unresolved:
5. To NVCA Board of Directors.

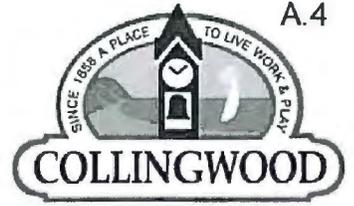
**Schedule-4  
NVCA'S, REGULATORY (SECTION 28), PLANNING ACT, AND RESOURCE MANAGEMENT AGENCY ROLES**

| <b>NVCA's Area of interest</b> | <b>ROLE</b>                                                                                                       |                                                                                                                                                                               |                                                                                                                                                                                                  |                                                                                                                                                                       |                                                                                                                                                                                                                |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | <b>Regulatory Authority</b>                                                                                       | <b>Watershed Resource Management Agency</b>                                                                                                                                   | <b>Planning Act commenting agency'</b>                                                                                                                                                           | <b>Service Agreements</b>                                                                                                                                             | <b>Delegated Provincial Responsibility</b>                                                                                                                                                                     |
| <b>Wetlands</b>                | <b>Approval authority</b> for all wetlands, as per CA Act.                                                        | <b>Advisory</b> , NVCA's area of interest is with both locally significant and provincially significant wetlands and to provide comments and advice to member municipalities. | <b>Advisory</b> based on the Planning Act., <b>must have regard</b> for comments for natural hazards as the Provincial lead agency                                                               | NVCA- County of Simcoe and other municipalities planning support agreements. Provide plan review comments, providing <b>advisory</b> technical expertise and support. | NVCA <b>approval</b> agency under CA Act and <b>lead commenting</b> agency under the planning Act for wetland related hazards.                                                                                 |
|                                | <b>Approval Authority/Permit</b> Required based on Section 28 Regulations CA Act., and Ontario regulation 172/06. | <b>Advisory</b> based on watershed plan/policies/guidelines as approved by the NVCA Board of Directors.                                                                       | <b>Advisory</b> based on the Planning Act., <b>Must have regard</b> for comments for natural hazards as the Provincial lead agency and for other natural Heritage features comments are advisory | <b>Advisory</b> watershed technical comments/ support based on individual service agreements.                                                                         | CAs were delegated natural hazard responsibilities by the Minister of Natural Resources. Representing the Provincial Planning interests for Natural Hazards as per 3.1 of the PPS when commenting on planning. |

|                                                         |                                          |                                                                                                            |                                                                                                                                    |                                                                                                                                                                       |                                                                                                                                    |
|---------------------------------------------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Shoreline Hazards (flooding and erosion hazards)</b> | <b>Approval authority as per CA Act.</b> | <b>Advisory</b> , NVCA's area of interest to provide comments and advice to member municipalities.         | Advisory based on the Planning Act., <b>must have regard</b> for comments for natural hazards as the Provincial lead agency        | NVCA- County of Simcoe and other municipalities planning support agreements. Provide plan review comments, providing <b>advisory</b> technical expertise and support. | NVCA <b>approval</b> agency under CA Act and <b>lead commenting</b> agency under the planning Act.                                 |
| <b>Riverine Hazards (flooding and erosion hazards)</b>  | <b>Approval authority as per CA Act.</b> | <b>Advisory</b> , NVCA's area of interest to provide comments and advice to member municipalities.         | Advisory based on the Planning Act., <b>must have regard</b> for comments for natural hazards as the Provincial lead agency        | NVCA- County of Simcoe and other municipalities planning support agreements. Provide plan review comments, providing <b>advisory</b> technical expertise and support. | NVCA <b>approval</b> agency under CA Act and <b>lead commenting</b> agency under the Planning Act.                                 |
| <b>Valley Lands</b>                                     | <b>Approval authority as per CA Act.</b> | <b>Advisory</b> , NVCA's area of interest to provide comments and advice to member municipalities.         | <b>Advisory</b> based on the Planning Act., <b>must have regard</b> for comments for natural hazards as the Provincial lead agency | NVCA- County of Simcoe and other municipalities planning support agreements. Provide plan review comments, providing <b>advisory</b> technical expertise and support. | NVCA <b>approval</b> agency under CA Act and <b>lead commenting</b> agency under the planning Act for valley land related hazards. |
| <b>Habitats of threatened and endangered species</b>    | n/a                                      | <b>Advisory</b> , NVCA's area of interest to provide comments and advice to member municipalities, and MNR | <b>Advisory</b> based on the Planning Act.                                                                                         | NVCA- County of Simcoe and other municipalities planning support agreements. Provide plan review comments, providing <b>advisory</b> technical expertise and support. | n/a                                                                                                                                |

|                                                          |     |                                                                                                            |                                             |                                                                                                                                                                                              |     |
|----------------------------------------------------------|-----|------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| <b>Fish Habitat</b>                                      | n/a | <b>Advisory</b> , NVCA's area of interest to provide comments and advice to member municipalities, and DFO | <b>Advisory</b> based on the Planning Act.  | <b>CA via Level 2 agreement with DFO Advisory.</b><br>CA to review applications/proposed works to advise to prevent fish habitat impacts and screen for federal species at risk.             | n/a |
| <b>Wildlife Habitat</b>                                  | n/a | <b>Advisory</b> , NVCA's area of interest to provide comments and advice to member municipalities, and MNR | <b>Advisory</b> based on the Planning Act., | NVCA- County of Simcoe and municipal planning support agreements. CA provides plan review comments, providing <b>advisory</b> technical expertise and support.                               | n/a |
| <b>Areas of Natural &amp; Scientific Interest (ANSI)</b> | n/a | <b>Advisory</b> , NVCA's area of interest to provide comments and advice to member municipalities, and MNR | <b>Advisory</b> based on the Planning Act., | NVCA- County of Simcoe planning support agreement. Supports County of Simcoe Natural Heritage plan review comments, providing <b>advisory</b> technical expertise and support to the county. | n/a |
| <b>Woodlands</b>                                         | n/a | <b>Advisory</b> , NVCA's area of interest to provide comments and advice to member municipalities, and MNR | <b>Advisory</b> based on the Planning Act., | NVCA- County of Simcoe and other municipalities planning support agreements. Provide plan review comments, providing <b>advisory</b> technical expertise and support.                        | n/a |

|                                           |                                                                                                                                                                                         |                                                                                                                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                                                            |     |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| <b>Ground Water</b>                       | n/a                                                                                                                                                                                     | <b>Advisory</b> , NVCA's area of interest to provide comments and advice to member municipalities, and MOE.                                                                                                                                             | <b>Advisory/Commenting agency</b> when dealing with the Planning Act                                                                           | MOE agreement for monitoring and technical advice on permit to take water.<br><br>Municipalities planning support agreements. NVCA provide plan review comments, providing <b>advisory</b> technical expertise and support.                | n/a |
| <b>Surface water quantity and quality</b> | <b>Regulatory/ approval authority</b> , where the control of flooding, erosion, dynamic beaches or pollution or the conservation of land may be affected by development. As per CA Act. | <b>Advisory</b> , NVCA's area of interest to provide comments and advice to member municipalities, and MOE                                                                                                                                              | <b>Advisory/Commenting agency</b> when dealing with the Planning Act.                                                                          | MOE agreement for monitoring and technical advice on Environmental Approval Certificate (ECA).<br><br>Municipalities planning support agreements. Provide plan review comments, providing <b>advisory</b> technical expertise and support. | n/a |
| <b>Storm Water Management</b>             | <b>Regulatory/ approval authority</b> , where the control of flooding, erosion, dynamic beaches or pollution or the conservation of land may be affected by development. As per CA Act. | <b>Advisory</b> , NVCA's area of interest to provide comments and advice to member municipalities, and MOE.<br><br>MOE approval authority CA Advisory, providing technical advice/support to enable Environmental Approval Certificate (ECA) clearance. | <b>Advisory</b> based on the Planning Act., considered, <b>must have regard</b> for comments for natural hazards as the Provincial lead agency | Municipalities planning support agreements. Provide plan review comments, providing <b>advisory</b> technical expertise and support.                                                                                                       | n/a |



A.4

# Collingwood Drinking Water System

## Annual Compliance Report -2012-

**Collingwood Public Utilities**

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## Appendices

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| Appendix 1 | Summary of Plant Flows |
|------------|------------------------|

## Definitions

|                                   |                                                      |
|-----------------------------------|------------------------------------------------------|
| Collingwood Public Utilities      | CPU                                                  |
| Ministry of the Environment       | MOE                                                  |
| Flow                              | (m <sup>3</sup> /d) cubic metres per day             |
| Weight                            | (kg) kilograms                                       |
| Chlorine Residuals                | (mg/l) milligrams/litre                              |
| Chlorine dosages                  | (mg/l) milligrams/litre                              |
| Temperature                       | (°C) degree Celsius                                  |
| Turbidity                         | (NTU) nephelometric turbidity unit                   |
| Conditions                        | Visual checks                                        |
| Bacteriological Sample            | Sample count / Safe or adverse                       |
| Organic Sample                    | (mg/l) milligrams/litre (unless expressed otherwise) |
| Pesticides & PCB                  | (mg/l) milligrams/litre (unless expressed otherwise) |
| Inorganic                         | (mg/l) milligrams/litre (unless expressed otherwise) |
| Physical                          | (mg/l) milligrams/litre (unless expressed otherwise) |
| Maximum Allowable Concentration   | MAC                                                  |
| American Water Works Association. | AWWA                                                 |

## Section 1 Drinking Water System General Information

This report has been prepared in accordance with the reporting requirements of the Safe Drinking Water Act 2002 O. Reg. 170/03, s 11 (1), (6), (7), (8), (9.1) & (10)

Collingwood Public Utilities has presented this report to Council and placed a notice in local newspapers notifying the public and any interested authority that the Collingwood Drinking Water System 2012 Annual Compliance Report can be viewed on the websites shown below, or viewed in the Public Information Books at the locations listed below or upon request, a copy will be made available free of charge.

The following are locations that hard copies can be viewed or a request placed for a hard copy free of charge:

| Location                                 | Address            |
|------------------------------------------|--------------------|
| Raymond A. Barker Ultra-filtration Plant | 2 Raglan St.       |
| Collingwood Public Utilities             | 43 Stewart Road    |
| Collingwood Town Hall (Clerks Office)    | 97 Hurontario St.  |
| Collingwood Public Library               | 55 St Marie Street |

2012 Drinking Water System Annual Report can also be viewed and down loaded in PDF format from the following websites: [www.collus.com](http://www.collus.com) & [www.town.collingwood.on.ca](http://www.town.collingwood.on.ca)

**Permit to Take Water No.** 3451-8CZMJC issued Jan 28, 2011  
**Maximum Rated Capacity** 31,140 m<sup>3</sup>/d

|                                      |                                                          |
|--------------------------------------|----------------------------------------------------------|
| Drinking Water System Number         | 220001165                                                |
| Drinking Water System Permit Number  | 100-201 Issued July 29 <sup>th</sup> 2011                |
| Drinking Water System License Number | 100-101 Issued July 29 <sup>th</sup> 2011                |
| Drinking Water System Name           | Collingwood Drinking Water System                        |
| Drinking Water System Owner          | Collingwood Public Utilities                             |
| Drinking Water System Category       | Large Municipal Residential                              |
| Water Treatment Subsystem Class      | Class 2 Certificate No. 277<br>issued November 15, 2005  |
| Water Distribution Subsystem Class   | Class 2 Certificate No. 3009<br>issued November 15, 2005 |
| Period being Reported                | January 1, 2011 to December 31, 2011                     |

Other Drinking Water Systems that receive drinking water from Raymond A. Barker Ultrafiltration Plant:

| <u>Drinking Water System Owner</u>                     | <u>Drinking Water System Number</u> |
|--------------------------------------------------------|-------------------------------------|
| Town of New Tecumseth                                  | 220001174                           |
| Town of The Blue Mountains                             | 220001762                           |
| Baxter Distribution System (Township of Essa)          | 260086866                           |
| Angus Well Supply System (Township of Essa)            | 260001026                           |
| Clearview Township (Distribution and Supply Subsystem) | 220003706                           |

## 1.1 Description of the Drinking Water System

Collingwood Drinking Water System consists of The Raymond A Barker Ultrafiltration Plant (RAB) and Collingwood Distribution System.

The Raymond A Barker Ultrafiltration Plant (RAB) is a direct filtration membrane surface water treatment plant. The RAB supplies safe drinking water to the Collingwood distribution system, which is comprised of approximately 157.75km of various diameter water mains, ranging from 100mm to 600mm diameter, 24.1km of private water mains, one (1) 2250m<sup>3</sup> multi legged elevated storage tank, one (1) 6800m<sup>3</sup> in-ground reservoir and booster pumping station (A.R. (Ted) Carmichael West End Reservoir), one (1) 2500m<sup>3</sup> in-ground reservoir and booster station (R.A. (Bob) Davey South End Reservoir) and one (1) in line booster station (Osler Bluff Road). CPU operates and maintains one (1) temporary in line booster station owned by the developer at Georgian Meadows. Currently RAB also supplies safe drinking water to four (4) other municipalities, the Town of Blue Mountain, through a connection to Collingwood's distribution system at the town boundary and three (3) municipalities, through the 58km Regional Pipeline including Clearview Township (New Lowell), Essa Township (Village of Baxter and Town of Angus) and Town of New Tecumseth (Alliston).

Surface water is taken from Nottawasaga Bay through a submerged inlet structure, approximately 765m off shore in a depth of approximately 8m (26ft). Raw water flows by gravity through a 1067mm diameter intake pipe and surge chamber into the raw water well. Chlorine is applied to the raw water at the surge chamber, to assist in the disinfection process. Within the raw water well a submersible mixer is utilised to increase the hydraulic grade line of the raw water. Pre-chlorinated raw water then flows by gravity to the membrane distribution channel in the main building.

Pre-chlorinated raw water is then distributed to six (6) membrane tanks or treatment trains. Five (5) trains are fed by gravity, these house the 500 series ZeeWeed ultra-filtration membrane modules and one (1) train is fed with a low lift vertical turbine pump and a 5 micron strainer with automatic cleaner. This tank houses the 1000 series ZeeWeed ultra-filtration membrane (Mobile Package Plant).

Each treatment train of the Zenon membrane filtration system, both 500 and 1000 series, in general consists of membrane modules, one (1) permeate/backpulse pump, one (1) backpulse tank and one (1) air blower. The membranes have a pore size 0.035 micron and as such remove all particulate matter greater than this. The permeate pump creates a slight vacuum which sucks clean (permeate) water through the membrane leaving any particulate matter greater than 0.035 micron in the process tank.

The permeate water is then disinfected with the addition of chlorine. The chlorinated permeate water then flows into the two (2) 413 m<sup>3</sup> chlorine contact chambers (total volume 826 m<sup>3</sup>) prior to flowing by gravity into the Clear well. The finished water is then pumped into two (2) separate systems, the Collingwood Distribution System and the Regional Pipeline, each with its own dedicated set of high lift pumps.

The fouling of the membranes is controlled by a regular cleaning cycle that consists of reversing the flow of clean water stored in the backpulse tank back through the membranes under positive pressure. This process concentrates the raw water which in turn is rejected to waste. It should be noted that this reject water can be discharged to the sewer or returned to the lake. Air is also used to prevent fouling of the membranes by injecting it at the bottom of the tank thus scouring the membranes with air bubbles as they rise to the surface. This air scouring process also assists in keeping the concentrated solids in suspension, prior to reject.

RAB is continually monitored 24 hours a day 365 days a year. The treated water parameters monitored are Turbidity, Flow, Pressure, Chlorine Residual, Temperature and pH. This is achieved through the SCADA (Supervisory Control And Data Acquisition) system.

## Section 2 Compliance Statements

- Collingwood Public Utilities ensures compliance with the ODWS by establishing a sampling schedule in accordance with O. Reg. 170/03. All sampling is performed in accordance with the Ministry of the Environment's "Guide to Collection and Submission of Samples for Laboratory Analysis". Compliance is also ensured by having all laboratory samples analyzed by a laboratory accredited by the Canadian Association for Environmental Analytical Laboratories (C.A.E.A.L.) of Canada.
- Collingwood Public Utilities ensures compliance is met with the requirements of the ODWS by operating the Collingwood Drinking Water System so that water intended for human consumption does not exceed the standards described in the ODWS. These standards are defined as Maximum Acceptable Concentration (MAC) standards, and Interim Maximum Acceptable Concentration (IMAC) standards. In the event that ODWS standards are exceeded, CPU will follow the requirements of O. Reg. 170/03 – in notifying the Medical Officer of Health, the MOE and the Town, perform corrective actions as required, and if necessary, post a warning notice in a prominent location.
- Collingwood Public Utilities monitors the chemical parameters (non-health related) that may impair the taste, odour or colour of water or which may interfere with good water quality control practices which are reported as Aesthetic Objectives (AO).
- Collingwood Public Utilities ensures that the water leaving the treatment plant and entering the distribution system is disinfected to meet those requirements described in Ministry of the Environment (MOE) Procedure for Disinfecting Water in Ontario as amended from time to time.
- Collingwood Public Utilities ensures that all chemicals used in the treatment process and all materials contacting the water meet both the American Water Works Association (AWWA) quality criteria as set out in AWWA standards and the American National Standard Institute (ANSI) safety criteria as set out in ANSI standard NSF/60 or NSF/61
- Collingwood Public Utilities ensures that the Overall Responsible Operator is an operator who holds a valid license that is applicable to Collingwood Drinking Water System and that this is the same or higher class than the class determined for the water treatment plant and water distribution system in accordance with O Reg. 128/04 as amended from time to time.
- Collingwood Public Utilities exercises due diligence in ensuring that at all times, the works and related equipment and appurtenances used to achieve compliance are properly operated and maintained.



## Section 3 Results of External Performance Audits

The following section discusses performance audits conducted by external agencies.

### 3.1 Ministry of Environment Inspection

MOE inspection was completed in September 2012. The primary focus of the inspection was to confirm compliance with the Ministry of the Environment legislation and authorising documents as well as evaluating conformance with Ministry drinking water- related policies and guidelines.

**Findings:** Zero (0) non compliance with regulatory requirements  
: Zero (0) best practice recommendations

In order to measure individual drinking water systems inspection results the Ministry has established an inspection compliance risk framework based on the principles of the inspection. The Inspection report includes an Inspection Summary Rating Record which provides the Ministry, the system owner and the local Public Health Unit with a summarised quantitative measure of drinking water system inspection and regulated water quality testing performance.

Based on the Ministry established rating methodology the Collingwood Drinking Water System received a rating of:

**100%**

### 3.2 Management System (DWQMS and ISO 14001)

CPU's integrated Management System enshrines both the DWQMS and ISO 14001 Standards. The Management System (MS) addresses the primary function of CPU, which is to produce and distribute safe drinking water that meets applicable legislative and regulatory requirements, as well as provide for the continual improvement of the Management System. The Management System is also designed to include all reasonable precautions for safeguarding the health and safety of the Utility's employees and to protect the environment within the concept of sustainable development.

#### DWQMS

Ont. Regulation 188/07 Licensing of Municipal Drinking Water System states that all municipal drinking water systems shall be operated by an accredited operating authority.

The external accreditation audit was conducted by NSF International Strategic Registrations, In December 2012. The primary purpose of the audit was to document CPU's conformity to those element requirements addressed during the audit, and to verify that CPU's Drinking Water Quality Management System (DWQMS) meets the standard. The overall objectives being to

- Verify action taken on any non-conformances identified during the previous internal audit.
- Assess the DWQMS to selected requirements and elements of the Standard for continued conformance.
- Carefully follow the audit trail for procedures and processes related to the Standard elements schedule to be audited.
- Document evidence of continual improvement of the DWQMS as well as positive practices.

In brief the external surveillance audit had 4 minor non-conformities related to documentation which have been corrected and submitted for final approval to the auditing body.

## ISO 14001

The annual ISO 14001 surveillance audit was conducted by a representative of NSF International Strategic Registrations, Ltd. on November 2012. The primary purpose of the audit was to document CPU's continuing conformity to those element requirements addressed during the audit, and to verify that CPU's Environmental Management System (EMS) is being maintained. The overall objectives being to:

- Verify action taken on any non-conformances identified during the previous audit.
- Assess the EMS to selected requirements and elements of the Standard for continued conformance.
- Carefully follow the audit trail for procedures and processes related to the Standard elements schedule to be audited.
- Document evidence of continual improvement of the EMS as well as positive practices.

In brief the audit was successful the Auditor noted that all outstanding minor non-conformities had been closed and that corrective action plans had been accepted and implemented.

At the conclusion of the surveillance audit the auditor noted that there was no non-conformities and that the system is working effectively.

## Section 4 Treatment Chemicals Used

The following section discusses the chemicals used in the treatment process.

The only chemical used for the treatment of water at R.A.B. is **Chlorine Gas** for primary disinfection.

The following table shows total chlorine used per month together with, average post filtration chlorine dosage and average free chlorine residual after contact time. In addition average raw water temperature, average raw water turbidity and average finished water turbidity are shown

| Month             | Total Chlorine Used (kg) | Ave. Post Chlorine Dose (mg/l) | Av. Free Chlorine Residual (mg/l) | Ave. Water Temp. °C | Ave. Raw Water Turbidity | Ave. Finished Water Turbidity |
|-------------------|--------------------------|--------------------------------|-----------------------------------|---------------------|--------------------------|-------------------------------|
| January           | 871                      | 1.42                           | 1.22                              | 2.9                 | 2.3                      | 0.04                          |
| February          | 888                      | 1.53                           | 1.21                              | 2.6                 | 1.2                      | 0.04                          |
| March             | 1029                     | 1.75                           | 1.15                              | 3.8                 | 1.5                      | 0.04                          |
| April             | 837                      | 1.46                           | 1.11                              | 6.3                 | 1.6                      | 0.04                          |
| May               | 950                      | 1.44                           | 1.12                              | 9.6                 | 0.7                      | 0.04                          |
| June              | 1008                     | 1.60                           | 1.08                              | 15.0                | 2.1                      | 0.04                          |
| July              | 1269                     | 1.72                           | 1.25                              | 21.9                | 1.4                      | 0.03                          |
| August            | 1207                     | 1.67                           | 1.28                              | 22.1                | 1.2                      | 0.03                          |
| September         | 1048                     | 1.62                           | 1.21                              | 19.8                | 0.7                      | 0.04                          |
| October           | 730                      | 1.46                           | 1.17                              | 13.9                | 1.5                      | 0.04                          |
| November          | 797                      | 1.58                           | 1.24                              | 8.1                 | 3.6                      | 0.04                          |
| December          | 705                      | 1.28                           | 1.23                              | 4.9                 | 4.0                      | 0.04                          |
| <b>Total/Ave.</b> | <b>11339</b>             | <b>1.55</b>                    | <b>1.19</b>                       | <b>10.9</b>         | <b>1.8</b>               | <b>0.04</b>                   |
| <b>Max</b>        | <b>1269</b>              | <b>1.75</b>                    | <b>1.28</b>                       | <b>22.1</b>         | <b>4.0</b>               | <b>0.04</b>                   |
| <b>Min</b>        | <b>705</b>               | <b>1.28</b>                    | <b>1.08</b>                       | <b>2.60</b>         | <b>0.7</b>               | <b>0.03</b>                   |

The following table shows Chlorine residual testing conducted throughout the distribution system in 2012

| Month          | No. of Samples | Ave Free Chlorine Residual mg/l | No. of Samples > 0.05 mg/l | No. of Samples < 0.05 mg/l | No. of Samples | Ave Total Chlorine Residual mg/l | No. of Samples > 0.05 mg/l | No. of Samples < 0.05 mg/l |
|----------------|----------------|---------------------------------|----------------------------|----------------------------|----------------|----------------------------------|----------------------------|----------------------------|
| January        | 45             | 0.67                            | 45                         | 0                          | 45             | 0.88                             | 45                         | 0                          |
| February       | 36             | 0.78                            | 36                         | 0                          | 36             | 1.02                             | 36                         | 0                          |
| March          | 36             | 0.86                            | 36                         | 0                          | 36             | 1.15                             | 36                         | 0                          |
| April          | 36             | 0.68                            | 36                         | 0                          | 36             | 0.95                             | 36                         | 0                          |
| May            | 45             | 0.72                            | 45                         | 0                          | 45             | 0.99                             | 45                         | 0                          |
| June           | 36             | 0.61                            | 36                         | 0                          | 36             | 0.79                             | 36                         | 0                          |
| July           | 46             | 0.83                            | 46                         | 0                          | 46             | 1.07                             | 46                         | 0                          |
| August         | 36             | 0.58                            | 36                         | 0                          | 36             | 0.77                             | 36                         | 0                          |
| September      | 38             | 0.69                            | 38                         | 0                          | 38             | 0.85                             | 38                         | 0                          |
| October        | 45             | 0.62                            | 45                         | 0                          | 45             | 0.83                             | 45                         | 0                          |
| November       | 36             | 0.63                            | 36                         | 0                          | 36             | 0.83                             | 36                         | 0                          |
| December       | 36             | 0.68                            | 36                         | 0                          | 36             | 0.78                             | 36                         | 0                          |
| <b>Total</b>   | <b>471</b>     |                                 | <b>471</b>                 | <b>0</b>                   | <b>471</b>     |                                  | <b>471</b>                 | <b>0</b>                   |
| <b>Average</b> |                | <b>0.70</b>                     |                            |                            |                | <b>0.91</b>                      |                            |                            |

## Section 5 Required Reports to the Ministry of the Environment

Summary of reports made to Ministry under subsection 18 (1) of the Act or 16-4 of Schedule 16 for the period covered by this report

| Incident Date | Parameter      | Result | Unit of Measurement | Corrective action | Corrective action date |
|---------------|----------------|--------|---------------------|-------------------|------------------------|
| September 4   | Total Coliform | 2      | CFU/100 ml          | Resample          | September 7            |
| September 4   | E. coli        | 2      | CFU/100 ml          | Resample          | September 7            |
| September 4   | Total Coliform | 1      | CFU/100 ml          | Resample          | September 9            |

Note: Incident date is represented by the sample date  
: Corrective action date is represented by the date the incident was resolved by confirmation of laboratory results

This incident was caused by the mislabelling of sample bottles at the treatment plant and a poor distribution sample.

The plant raw water sample was labelled treated water and vice versa. The mislabelled raw water sample showed a zero (0) E. Coli and zero (0) total coliform. Re-sampling confirmed the error and returned a zero (0) E. Coli and zero (0) total coliform for treated water. The distribution sample point was flushed and re-sampled and returned (0) E. Coli and zero (0) total coliform

## Section 6 Summary of Results of the Required Tests

Microbiological Testing done under Schedule 10, 11 or 12 of Regulation 170/03 during the period covered by this annual report for 2012

|              | Number Of Samples | Range of E. Coli or Fecal Result (min #)-(max#) | Range of Total Coliform Results (min #)-(max#) | Number of HPC Samples | Range of HPC Results (min #)-(max#) |
|--------------|-------------------|-------------------------------------------------|------------------------------------------------|-----------------------|-------------------------------------|
| Raw          | 52                | 0 (min) – 16 (max)                              | 0 (min) – 30 (max)                             | 0                     |                                     |
| Treated      | 53                | 0 (max)                                         | 0 (max)                                        | 53                    | < 10 50(max)*                       |
| Distribution | 471               | 0 (max)                                         | 1 (max)                                        | 471                   | <10 (min) 810(max)*                 |

\* This result is an anomaly as sample results taken before and after showed levels of <10. However, flushing was undertaken to ensure water quality.

*It should be noted that the results above do not reflect the September 4, 2012 reportable incident. This incident was caused by the mislabelling of sample bottles. The raw water sample was labelled treated water and vice versa. The mislabelled raw water sample showed a zero (0) E. Coli and zero (0) total coliform. Re-sampling confirmed the error and returned a zero (0) E. Coli and zero (0) total coliform for treated water.*

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this annual report for 2011

|                       | Number of Samples    | Range of Results   |
|-----------------------|----------------------|--------------------|
| Turbidity (units NTU) | Continuous analyzers | 0.035 min 0.10 max |
| Chlorine (units mg/l) | Continuous analyzers | 0.65 min 1.70 max  |

Summary of Inorganic parameters tested during the period covered by this annual report (Done)

|                          | Date of Samples |         |         |          | MAC   |
|--------------------------|-----------------|---------|---------|----------|-------|
|                          | February        | May     | August  | November | mg/l  |
| Antimony                 | <0.001          | <0.001  | <0.001  | <0.001   | 0.006 |
| Arsenic                  | <0.006          | <0.006  | <0.006  | <0.006   | 0.025 |
| Barium                   | 0.0135          | 0.0124  | 0.0120  | 0.013    | 1.0   |
| Boron                    | 0.013           | 0.013   | 0.012   | 0.013    | 5.0   |
| Cadmium                  | <0.0002         | <0.0002 | <0.0002 | <0.0002  | 0.005 |
| Chromium                 | 0.0006          | 0.0006  | 0.0010  | 0.00106  | 0.05  |
| Fluoride                 | <0.05           | <0.05   | <0.05   | <0.05    | 1.5   |
| Mercury                  | <0.0001         | <0.0001 | <0.0001 | <0.0001  | 0.001 |
| Nitrate + Nitrite (as N) | 0.23            | 0.27    | 0.22    | 0.25     | 10.0  |
| Nitrite                  | <0.05           | <0.05   | <0.05   | <0.05    | 1.0   |
| Nitrate                  | 0.23            | 0.27    | 0.22    | 0.25     | 10.0  |
| Selenium                 | <0.0008         | <0.0008 | <0.0008 | <0.0008  | 0.01  |
| Sodium                   | 4.10            | 4.46    | 4.28    | 4.43     | *     |
| Uranium                  | <0.0002         | <0.0002 | <0.0002 | <0.0002  | 0.02  |

The aesthetic objective for sodium in drinking water is 200 mg/l. The local Medical Officer of Health should be notified when the sodium concentration exceeds 20 mg/L so that this information may be communicated to local physicians for their use with patients on sodium restricted diets.

Summary of Organic parameters tested during the period covered by this annual report cont....

|                                    | Date of Samples |          |          |          | MAC<br>mg/l |
|------------------------------------|-----------------|----------|----------|----------|-------------|
|                                    | February        | May      | August   | November |             |
| Alachlor                           | <0.005          | <0.005   | <0.005   | <0.0005  | 0.005       |
| Aldicarb                           | <0.002          | <0.002   | <0.002   | <0.002   | 0.009       |
| Aldrin +Dieldrin                   | <0.00007        | <0.00007 | <0.00007 | <0.00007 | 0.0007      |
| Atrazine                           | <0.0005         | <0.0005  | <0.0005  | <0.0005  | 0.005       |
| Azinphos-methyl                    | <0.002          | <0.002   | <0.002   | <0.002   | 0.02        |
| Bendiocarb                         | <0.002          | <0.002   | <0.002   | <0.002   | 0.04        |
| Bromoxynil                         | <0.0005         | <0.0005  | <0.0005  | <0.0005  | 0.005       |
| Carbaryl                           | <0.005          | <0.005   | <0.005   | <0.005   | 0.09        |
| Carbofuran                         | <0.005          | <0.005   | <0.005   | <0.005   | 0.09        |
| Chlordane(Total)                   | <0.0007         | <0.0007  | <0.0007  | <0.0007  | 0.007       |
| Chlorpyrifos                       | <0.001          | <0.001   | <0.001   | <0.001   | 0.09        |
| Cyanazine                          | <0.001          | <0.001   | <0.001   | <0.001   | 0.01        |
| Diazinon                           | <0.001          | <0.001   | <0.001   | <0.001   | 0.02        |
| Dicamba                            | <0.001          | <0.001   | <0.001   | <0.001   | 0.12        |
| 2,4-Dichlorophenol                 | <0.0005         | <0.0005  | <0.0005  | <0.0005  | 0.9         |
| DDT                                | <0.003          | <0.003   | <0.003   | <0.003   | 0.03        |
| 24-D                               | <0.001          | <0.001   | <0.001   | <0.001   | 0.1         |
| Dicoflp-methyl                     | <0.0009         | <0.0009  | <0.0009  | <0.0009  | 0.009       |
| Dimethoate                         | <0.0025         | <0.0025  | <0.0025  | <0.0025  | 0.02        |
| Dinoseb                            | <0.001          | <0.001   | <0.001   | <0.001   | 0.01        |
| Diquat                             | <0.005          | <0.005   | <0.005   | <0.005   | 0.07        |
| Diuron                             | <0.010          | <0.010   | <0.010   | <0.010   | 0.15        |
| Glyphosate                         | <0.02           | <0.02    | <<0.02   | <0.02    | 0.28        |
| Heptachlor + heptachlor<br>epoxide | <0.0003         | <0.0003  | <0.0003  | <0.0003  | 0.003       |
| Lindane (Total)                    | <0.0004         | <0.0004  | <0.0004  | <0.0004  | 0.004       |
| Malathion                          | <0.005          | <0.005   | <0.005   | <0.005   | 0.19        |
| Methoxychlor                       | <0.09           | <0.09    | <0.09    | <0.09    | 0.9         |
| Metolachlor                        | <0.002          | <0.002   | <0.002   | <0.002   | 0.05        |
| Metribuzin                         | <0.002          | <0.002   | <0.002   | <0.002   | 0.08        |
| Paraquat                           | <0.001          | <0.001   | <0.001   | <0.001   | 0.01        |
| Parathion                          | <0.001          | <0.001   | <0.001   | <0.001   | 0.05        |
| Pentachlorophenol                  | <0.0005         | <0.0005  | <0.0005  | <0.0005  | 0.06        |
| Phorate                            | <0.0005         | <0.0005  | <0.0005  | <0.0005  | 0.002       |
| Picloram                           | <0.005          | <0.005   | <0.005   | <0.005   | 0.19        |
| PCB                                | <0.0002         | <0.0002  | <0.0002  | <0.0002  | 0.003       |
| Prometryne                         | <0.00025        | <0.00025 | <0.00025 | <0.00025 | 0.001       |
| Simazine                           | <0.001          | <0.001   | <0.001   | <0.001   | 0.01        |
| Temephos                           | <0.005          | <0.005   | <0.005   | 0.01     | 0.28        |
| Terbufos                           | <0.0007         | <0.0007  | <0.0007  | <0.0007  | 0.001       |
| 2,3,4,6-Terachlorophenol           | <0.0005         | <0.0005  | <0.0005  | <0.0005  | 0.1         |
| Triallate                          | <0.001          | <0.001   | <0.001   | <0.001   | 0.23        |
| 2,4,6,-Trichlorphenol              | <0.0005         | <0.0005  | <0.0005  | <0.0005  | 0.005       |

Summary of Organic parameters tested during the period covered by this annual report cont....

|                                     | Date of Samples |          |          |          | MAC     |
|-------------------------------------|-----------------|----------|----------|----------|---------|
|                                     | February        | May      | August   | November | mg/l    |
| Trichlorophenoxyacetic Acid 2,4,5-T | <0.001          | <0.001   | <0.001   | <0.001   | 0.28    |
| Benzo(a)pyrene                      | <0.00001        | <0.00001 | <0.00001 | <0.00001 | 0.00001 |
| Bromoform                           | <0.0003         | <0.0003  | <0.0003  | <0.0003  |         |
| Bromodichloromethane                | 0.0046          | 0.0078   | 0.0085   | 0.0057   |         |
| Chloroform                          | 0.007           | 0.015    | 0.026    | 0.012    |         |
| Dibromochloromethane                | 0.0021          | 0.0034   | 0.004    | 0.002    |         |
| Total Trihalomethanes               | 0.014           | 0.026    | 0.038    | 0.020    | 0.100 * |
| * Note:                             |                 |          |          |          |         |

\* Note: The MAC for Total Trihalomethanes is based on a four (4) quarter running average. The current running average for the Collingwood system is **0.025 mg/l**

Summary of finished water aesthetic characteristics parameters covered by this annual report

|                                        | Date of Samples |           | Aesthetic Objective                | Operational Guidelines             |
|----------------------------------------|-----------------|-----------|------------------------------------|------------------------------------|
|                                        | May             | November  | mg/l –(unless otherwise specified) | mg/l –(unless otherwise specified) |
| Alkalinity                             | 73              | 70        |                                    | 30 - 500                           |
| Calcium                                | 23.4            | 25.9      | No objective                       | No guideline                       |
| Chloride                               | 8.14            | 8.30      | 250                                |                                    |
| Copper                                 | 35.9            | 0.041     | 1.0                                |                                    |
| Dissolved Organic Carbon               | 1.8             | 1.3       | 5.0                                |                                    |
| Electrical Conductivity                | 219 uS/cm       | 191 uS/cm | No objective                       | No guideline                       |
| Iron                                   | <0.010          | <0.010    | 0.3                                |                                    |
| Magnesium                              | 6.61            | 7.17      | No objective                       | No guideline                       |
| Organic Nitrogen                       | <0.10           | <0.10     |                                    | 0.15                               |
| Sulphate                               | 14.4            | 14.1      | 500                                |                                    |
| Sulphide                               | <0.1            | <0.05     | 0.05                               |                                    |
| Total Dissolved Solids                 | 96              | 94        | 500                                |                                    |
| Total Hardness (as CaCO <sub>3</sub> ) | 86              | 94        |                                    | 80 -100                            |
| Zinc                                   | 0.005           | <0.005    | 5                                  |                                    |

### Summary of lead testing under Schedule 15.1 covered by this annual report

CPU submitted an application for a Certificate of Approval in 2012 for relief from lead testing for plumbing for residential properties and commercial establishments. The Certificate of Approval was granted for the drinking water system based on the low lead sample results collected in 2009. However lead samples are collected within the distribution system to monitor the lead content.

| Location Type | Number of Samples | Average of Lead Results | Range of Lead Results<br>(min #) - (max#) |          | Number of Exceedances |
|---------------|-------------------|-------------------------|-------------------------------------------|----------|-----------------------|
| Distribution  | 16                | 0.52ug/l                | <0.5 ug/l                                 | 0.66ug/l | 0                     |



## Section 7 Items of Significant Investment in the Water System in 2012

Description of items of significant system investment during the period covered by this annual report

### Water Treatment, Reservoirs, Booster Stations

| Infrastructure Upgrades                                         | Description                                                                     | Investment |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------|------------|
| Filtration Membrane Element/Module Replacement and Installation | 80 new zw500 elements replaced as part of routine membrane replacement schedule | \$480,000  |
| High lift Pump                                                  | Rebuild and replace major pump as part of routine asset management              | \$40,000   |
|                                                                 |                                                                                 |            |

### Distribution System

| Infrastructure Upgrades                          | Description                                  | Investment                                       |
|--------------------------------------------------|----------------------------------------------|--------------------------------------------------|
| Long Point Road, Madeline Drive and Lindsay lane | Completed new water main and water servicing | Approximately \$1.0 million<br>Local Improvement |
|                                                  |                                              |                                                  |
|                                                  |                                              |                                                  |

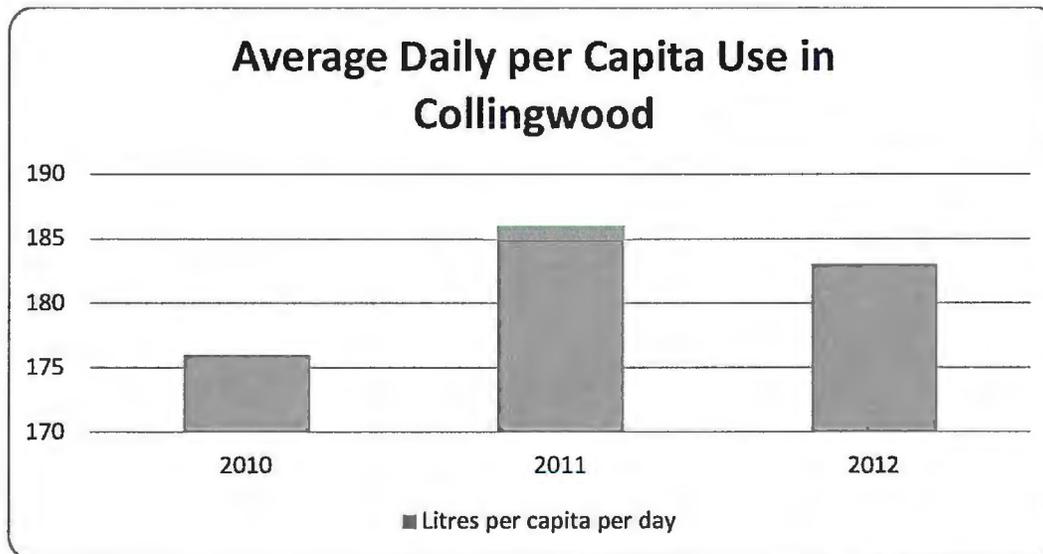
In addition Collingwood Public Utilities ensures that drawings accurately showing the works constructed (record drawings) are kept up to date, including timely incorporation of all modifications made throughout the works. The complete CDWS pipe network is incorporated into CPU's GIS and copies of the drawings are stored at the Raymond A Barker Ultra-Filtration Plant or at the Utilities Offices, and are available for inspection by Ministry personnel upon request.

## Section 8 Water Conservation

### Water Usage

The following is an estimate of daily per capita water usage. Collingwood's water system is 100% metered.

|                                                                 |                          |
|-----------------------------------------------------------------|--------------------------|
| Total treated water metered to single family residential meters | 1,435,590 m <sup>3</sup> |
| Total water metered to multi unit commercial residential units  | 164,921 m <sup>3</sup>   |
| Total residential metered water use                             | 1,600,511 m <sup>3</sup> |
| Number of single family residential units                       | 8984                     |
| Number of units in commercial residential                       | 1393                     |
| Total residential units                                         | 10377                    |
| Average occupancy/residence                                     | 2.3                      |
| Potential total population                                      | 23,867                   |
| Based on the above litres per capita per day                    | 183 l/c/d                |



### Toilet Rebate Program

In 2012, Collingwood Public Utilities continued with a water conservation program which enabled customers to apply for a \$50 rebate for the replacement of up to two (2) old 13L toilets with new high efficiency 6L low or dual flush toilets. Toilets are the single largest water user in most households accounting for up to 30% of water used. In 2012, 188 rebates were issued which on average saved each residence approximately 23 m<sup>3</sup>/ year. This equates to a total annual system saving of approximately 4324 m<sup>3</sup>, which is equivalent to approximately 28 average homes. It is intended to continue this program in 2013.

## National Benchmarking Project

In 2012, Collingwood Public Utilities took part in a National Benchmarking Project. This project helped to establish Key Performance Indicators for the CDWS and was compared with systems throughout the country and internationally. Currently over 45 of Canada's most progressive municipalities are taking part in the project and Collingwood is the smallest system represented. Although the results of benchmarking for 2010 showed CDWS to be amongst the highest performers, the real value of benchmarking is use the data introspectively and show areas of improvement.

2011 data was submitted in 2012 and the initial results look to maintain our high standing in all areas particularly conservation.

## AWWA Water Audit

As part of the benchmarking project a water audit, in accordance with AWWA standards, was conducted based on 2012 data. The purpose of the water audit is to help quantify and track water losses associated with water distribution systems and identify areas for improved efficiency and cost recovery. On completion of the audit an Infrastructure Leakage Index (ILI) is established. The Infrastructure Leakage Index (ILI) is the ratio of the Current Annual Real Losses to the Unavoidable Annual Real Losses. The ILI is a highly effective performance indicator for comparing (benchmarking) the performance of utilities in operational management of real losses.

Collingwood Drinking Water System ILI      **1.87**

An Infrastructure Leakage Index close to 1.0 may demonstrate that all aspects of a successful leakage management policy are being implemented by a water utility or that the distribution system is in excellent condition with very little water loss.

- ILI 1 to 2: Excellent – Further loss reduction may be uneconomic unless there are shortages;
- ILI 2 to 4: Good – Potential for marked improvements;
- ILI 4 to 8: Poor – Poor leakage record; tolerable only if water is plentiful and cheap;
- ILI > 8: Very Bad – Very inefficient use of resources; leakage reduction programs imperative and high priority

## Blue W

Collingwood continued to take part in the Blue W program in 2012. Blue W is a non-profit organization that aims to provide Canadians free access to tap water by eliminating the invisible barriers often associated with obtaining water while away from home. Over 45 municipal buildings and private businesses in Collingwood have chosen to display the Blue W decal in their window and welcome the community to fill their re-usable water bottles in their establishment without pressure to make a purchase. Collingwood is very proud to be a part of this grassroots project and has been showcased by Blue W in national media as an example of how small communities with little resources can take big action to increase the public awareness of tap water.



## Section 9 Other Activities

### Water Meters

The following is a summary of work undertaken with respect to metering in 2012:

- 213 new meters were installed
- 133 old meters were replaced
- 422 existing meters were checked

### Utility Locates

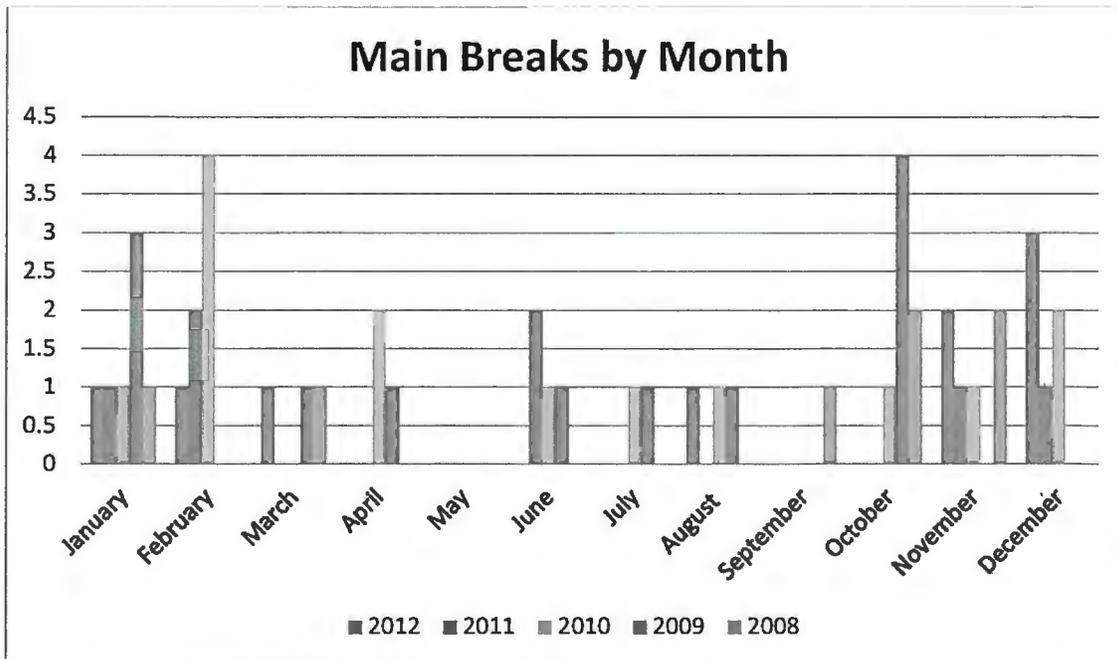
1001 service locates were provided to other utilities and customers in 2012.

### Water Main and Service Breaks

In 2012 we experienced 9 main breaks. With over 157km of water main in the Collingwood this equates to 5.7 breaks per 100 km of pipe. Results from the 2011 National Benchmarking Project show a median break rate of 5.9 with a maximum of 20.5 per 100km of water main. The following is a summary of water main and service breaks throughout the year:

- 9 water main breaks, 0 caused by a contractor
  - Most were repaired within 12 hrs of notification
- 4 service breaks, 1 caused by a contractor
  - Most were repaired within 1 hr of notification

|                       | 2012 | 2011 | 2010 | 2009 | 2008 |
|-----------------------|------|------|------|------|------|
| <b>Main Breaks</b>    | 9    | 7    | 13   | 12   | 6    |
| <b>Service Breaks</b> | 4    | 5    | 11   | 1    | 2    |



## Water Main and Hydrant Maintenance

Collingwood Drinking Water System is comprised of the following water main components:

- 155.7 km of water main ranging in size from 100mm dia. to 600mm dia.
  - We endeavour to flush all water mains twice a year and dead ends as required to ensure high water quality and adequate disinfection residuals are maintained
  - Dead ends were flushed on 1268 occasions in 2012
- 1174 Hydrants
  - Hydrants were inspected and maintenance, if necessary, carried out on 2333 occasions, (this does not include snow removal visits)
- Chlorine residuals and flowing pressure readings are taken at each hydrant
- 1615 water main valves
  - Over 200 main line valves were operated throughout the year
- 9779 Active residential and industrial commercial and institutional connections
  - Over 110 turn on and offs of existing connections were requested.

## Treatment Plant and Reservoirs

Regular planned maintenance was undertaken on all equipment in the plant and reservoirs. Not including flow meters and pressure sensors, there are 19 on line instruments that continually monitor water quality. All instrumentation is calibrated annually by independent external contractors and checked and adjusted by our operators as follows:

- Seven (7) Chlorine analysers once per operating shift
- Ten Turbidimeters once a month
- Two (2) pH and temperature meters once a month



## Appendix 1 Summary of Plant Flows

| Month                           | Raw Water Taking        |                   |                   |                      | Total Plant Finished Water Supplied |                   |                        |                   |
|---------------------------------|-------------------------|-------------------|-------------------|----------------------|-------------------------------------|-------------------|------------------------|-------------------|
|                                 | Monthly                 | Daily Ave         | Max Day           | Min Day              | Monthly                             | Daily Ave         | Max Day                | Min Day           |
|                                 | Total (m <sup>3</sup> ) | (m <sup>3</sup> ) | (m <sup>3</sup> ) | (m <sup>3</sup> )    | Total (m <sup>3</sup> )             | (m <sup>3</sup> ) | (m <sup>3</sup> )      | (m <sup>3</sup> ) |
| January                         | 645,954                 | 20,837            | 22,852            | 18,938               | 611,542                             | 19,727            | 21,791                 | 18,114            |
| February                        | 622,001                 | 20,313            | 23,186            | 19,395               | 580,667                             | 20,023            | 21,339                 | 18,837            |
| March                           | 649,833                 | 20,118            | 22,393            | 18,817               | 588,305                             | 18,978            | 21,976                 | 10,787            |
| April                           | 617,294                 | 19,422            | 21,751            | 17,554               | 571,811                             | 19,060            | 21,321                 | 16,353            |
| May                             | 709,830                 | 19,110            | 24,501            | 18,521               | 659,713                             | 21,281            | 24,138                 | 16,815            |
| June                            | 676,826                 | 23,688            | 27,371            | 16,622               | 628,049                             | 20,935            | 26,461                 | 15,326            |
| July                            | 792,617                 | 27,266            | 30,827            | 18,705               | 739,177                             | 23,844            | 27,153                 | 16,898            |
| August                          | 745,397                 | 24,113            | 28,164            | 20,168               | 723,488                             | 23,338            | 26,115                 | 19,829            |
| September                       | 667,623                 | 21,851            | 27,197            | 18,841               | 646,422                             | 21,547            | 25,939                 | 18,432            |
| October                         | 519,115                 | 21,027            | 24,665            | 9,003                | 499,115                             | 16,100            | 21,268                 | 8,164             |
| November                        | 523,610                 | 19,372            | 21,608            | 12,080               | 503,022                             | 16,767            | 18,813                 | 11,238            |
| December                        | 578,124                 | 19,285            | 21,669            | 15,743               | 551,291                             | 17,784            | 20,160                 | 15,262            |
| <b>Total</b>                    | <b>7,748,224</b>        | <b>21,166</b>     |                   |                      | <b>7,302,602</b>                    | <b>19,727</b>     |                        |                   |
| <b>Max</b>                      | <b>792,617</b>          |                   | <b>25,568</b>     |                      | <b>739,177</b>                      |                   | <b>27,153</b>          |                   |
| <b>Min</b>                      | <b>519,115</b>          |                   |                   | <b>9,003</b>         | <b>499,115</b>                      |                   |                        | <b>8,164</b>      |
| Total Plant Production          |                         |                   | <b>7,302,602</b>  | <b>m<sup>3</sup></b> | <b>Design Capacity</b>              | <b>31,140</b>     | <b>m<sup>3</sup>/d</b> |                   |
| Maximum Production Day          |                         |                   | <b>27,153</b>     | <b>m<sup>3</sup></b> |                                     |                   |                        |                   |
| Yearly Daily Production Average |                         |                   | <b>19,949</b>     | <b>m<sup>3</sup></b> |                                     |                   |                        |                   |

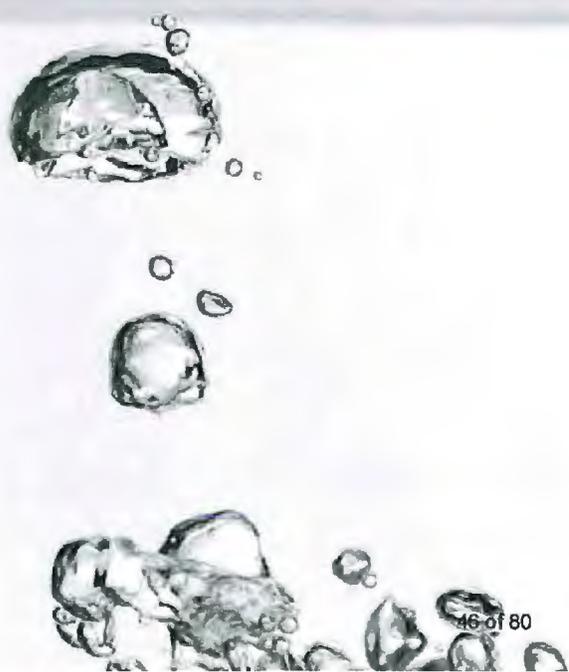
The Collingwood Public Utilities operates the Raymond A Barker Ultra-Filtration Plant such that the maximum flow rate into the treatment system does not exceed 414.5L/s except:

- (a) where necessary to meet an unusual water demand for fighting a large fire, or
- (b) where necessary for the purpose of maintenance of the works and essential to its efficient operation and provide that the treatment water quality satisfies the requirements set out in the Ministry Procedure B13-13 entitled "Chlorination of Potable Water Supplies in Ontario", as amended from time to time.



For more information please contact us:

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Collingwood, ON L9Y 3Z5  
705-445-1800  
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Great Lakes and St. Lawrence Cities Initiative  
Alliance des villes des Grands Lacs et du Saint-Laurent

February 15, 2013

President Barack Obama  
The White House  
Washington, D.C. 20500  
United States of America

Prime Minister Stephen Harper  
Office of the Prime Minister  
80 Wellington Street  
Ottawa, ON K1A 0A2  
Canada

Dear President Obama and Prime Minister Harper:

There is a serious crisis on the Great Lakes and St. Lawrence right now with water levels on Lakes Michigan and Huron at historic lows and well below average levels on the other lakes and the St. Lawrence. The impacts are widespread and significant. Commercial shipping and recreational boating, water intake structures, coastal wetlands, beaches, and many of the things that are so important to our economic well-being and quality of life are being adversely affected.

As mayors of 96 cities in the United States and Canada along the Great Lakes and St. Lawrence with over 16 million citizens, we are living with the effects of these low water levels on a daily basis. We ask that you engage the full authority of your offices to find near, mid, and long term solutions to this problem. Although the International Joint Commission has conducted extensive studies and come up with some recommendations, the situation has deteriorated, especially in Georgian Bay, and needs prompt action.

We stand ready to work with your offices and your departments, ministries, and agencies to find solutions and implement them promptly. Please contact David Ullrich, Executive Director, at 312-201-4516 or david.ullrich@gslscities.org or Nicola Crawhall, Deputy Director, at (613) 232-1336 or nicola.crawhall@rogers.com if you have questions.

Thank you,

Tom Barrett, Chair  
Great Lakes and St. Lawrence  
Cities Initiative  
Mayor of Milwaukee

Keith Hobbs, Vice-Chair  
Great Lakes and St. Lawrence  
Cities Initiative  
Mayor of Thunder Bay

Régis Labeaume, Secretary  
Great Lakes and St. Lawrence  
Cities Initiative  
Mayor of Québec City

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*Tom Barrett, Mayor of Milwaukee Chair*

*Keith Hobbs, Mayor of Thunder Bay, Vice-Chair*

*Régis Labeaume, President of Québec Metropolitan Community, Secretary/Treasurer*



Great Lakes and St. Lawrence Cities Initiative  
Alliance des villes des Grands Lacs et du Saint Laurent

cc. International Joint Commission

Lana Pollack, U.S. Chair

Joseph Comuzzi, Canadian Chair

Minister Peter Kent  
Environment Canada

Lieutenant General Thomas P. Bostick  
Commanding General and Chief of Engineers  
U.S. Army Corps of Engineers

Administrator Lisa Jackson  
U.S. Environmental Protection Agency

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*Tom Barrett, Mayor of Milwaukee, Chair*

*Keith Hobbs, Mayor of Thunder Bay, Vice-Chair*

*Régis Labeaume, President of Québec Metropolitan Community, Secretary/Treasurer*



# STAFF REPORT

|               |                                                         |
|---------------|---------------------------------------------------------|
| REPORT #:     | T2013-04                                                |
| DATE:         | February 25, 2013                                       |
| SUBMITTED TO: | Mayor & Members of Council                              |
| SUBMITTED BY: | Marjory Leonard, Treasurer                              |
| SUBJECT:      | Use and Allocation of the Share Sale and Dividend Funds |

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## 1. RECOMMENDATION:

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THAT Council receive staff report T2013-04 including all the public comments and input on the use of the "funds", and deliberate the use during the upcoming budget discussions.

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## 2. SUMMARY AND BACKGROUND:

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On December 1, 2012 Council held a public meeting to discuss the use of the funds received from the sale of 50% of Town owned shares in COLLUS Power.

At that time the final 'settle up' figures were not available. The CFO for COLLUS/PowerStream Corporation provided the following estimates:

- Promissory Note                      \$1,710,170
- Cash Dividend                        \$11,598,389
- Funds held in Escrow                \$1,000,000
- Future Dividend                      \$150,000
- Total                                      \$14,458,559

Public comment is still being received at this time.

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## 3. DISCUSSION:

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A survey was prepared by staff and provided to the public at the public meeting which included the following options:

- Decrease the debt;
- Establish an internal loan fund to fund capital projects under \$1m;
- Harbour Enhancements;
- Invest in the new recreational facilities;

- Road/sidewalk repairs and maintenance;
- Sunset Point Park redevelopment; and
- Other.

There was also comment space for the public to provide additional comments to add specific areas of concern or explain their choice.

In addition to the survey, comments were received by email, letter, petition and deputation to Council.

Several common themes were noted in the responses received. The top three responses related to Hume Street reconstruction, Harbour enhancements and decreasing the debt. All of the responses, including “one of” suggestions, are listed in the report for Council information and direction. Compiled survey results are included as Appendix A to this report.

The following represent the comments and estimated costs for each of the items suggested where we were able to readily find cost estimates for the suggestion. Note the costs are **estimates only** and would require further investigation by staff and, in some cases, would generate costs related to professional assistance to verify the estimates or develop the conceptual visions that would provide the basis for more accurate costings.

Each item and associated ideas are discussed in the order they appeared on the survey.

| <i>Option:</i>           | <i>Review:</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| <b>Decrease the debt</b> | <p>As indicated in the presentation to the public, we have only one debenture that is possible to repay at the discretion of the Town. This is Debenture By-law No. 2008-139 which includes the following components and balances at December 31, 2012:</p> <ul style="list-style-type: none"> <li>• Airport Terminal construction \$306,195</li> <li>• South Collingwood Servicing project \$6,936,000</li> <li>• Old Mountain Road/Cambridge Street \$507,714</li> <li>• Sanitary Sewer Renewal contracts 1, 2 and 3 <u>\$3,010,275</u></li> </ul> <p><b>The total outstanding principal is <u>\$10,760,184</u></b></p> <p>The cost to retire this debt on the next payment due date (May 1<sup>st</sup>, 2013) is \$12,639,610 as at January 17<sup>th</sup>, 2013. The actual payout will be dependent on the lending rates in existence at the time of payout. The Penalty for early repayment at January 17<sup>th</sup> is \$1,585,521.</p> |

|                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| <p><b>Decrease the debt</b><br/><i>(cont'd)</i></p>                                      | <p>In terms of what this repayment would 'free up' in tax dollars on an annual basis:</p> <p>These are serial debentures which means that the principal repayment is consistent year after year and the interest (at 5.57%) declines as the principal is repaid. In other words, the annual payments vary. For 2013, this would 'free up' the following amounts:</p> <ul style="list-style-type: none"> <li>• Airport Terminal construction \$35,925</li> <li>• South Collingwood Servicing project \$359,386<sup>1</sup></li> <li>• Old Mountain Road/Cambridge Street \$59,566</li> <li>• Sanitary Sewer Renewal contracts 1, 2 and 3<sup>2</sup> - 0-</li> </ul> <p>Total tax dollars 'freed up' <u>\$418,952</u></p> <p>At today's rate for a 20 year debenture (3.60%), we could borrow \$11,850,000.</p> |
| <p><b>Establish an internal loan fund to fund capital projects under \$1 million</b></p> | <p>The premise behind this suggestion was to use the funds or a portion thereof to create an internal fund that would reduce dependence on debenture financing for projects under \$1m.</p> <p>Once the fund was established we loan to ourselves at an annually established rate of return and repay those funds to ourselves over time. This would create a 'legacy' fund for future projects. There is no estimated cost for this fund since the initial endowment would be at Council's discretion.</p> <p>We received one response for this suggestion.</p>                                                                                                                                                                                                                                               |
| <p><b>Harbour enhancements</b></p>                                                       | <p>Harbour enhancements included lighthouse restoration, the purchase of lots 5 and 6 from FRAM, general harbour restoration, repair and maintenance of the Terminal building, and seeking a professional, strategic, architectural plan for redevelopment. This suggestion had the second highest level of response in general simply as Harbour</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

<sup>1</sup> The South Servicing debenture has several components – water, roads and community improvement charges. We do not raise the total through taxes. In 2013, we will pay a total of \$813,749 but recover \$151,363 from water rates and \$303,000 from the Findlay Drive area residents. This results in a net 'freed up' amount of \$359,386.

<sup>2</sup> We do not raise any amount through tax dollars to pay for the sanitary sewer renewal program.

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| <p><b>Harbour enhancements</b> <i>(cont'd)</i></p>  | <p>Enhancements. Specifically, the public made comment on the following aspects of Harbour Enhancements;</p> <p><b><i>Lighthouse restoration</i></b> – would require the purchase of the lighthouse from the Federal Government and repairs. The estimated cost of this project was \$4m to \$5m when this suggestion was first brought before Council 5 to 6 years ago.</p> <p><b><i>Purchase of lots 5 and 6 from FRAM</i></b> – the estimated cost of this (provided by the public) is \$2.9m.</p> <p><b><i>General harbour restoration</i></b> – PRC estimates \$4.2m over the next three years for Harbour enhancements however this is dependent on the results of the strategy developed</p> <p><b><i>Repair and maintenance of the Terminal building</i></b> – at this time, this suggestion may be moot depending on the status of the sale of the Terminal lands.</p> <p><b><i>Professional, strategic, architectural plan for redevelopment</i></b> – PRC has estimated a cost of \$120,000 to complete this element of an overall Harbour Strategy.</p> <p><b><i>Weed control program for interlocking brick at the Harbour and Terminals locations</i></b> – no estimate available.</p> |
| <p><b>Invest in new recreational facilities</b></p> | <p>Comments under this heading include an aquatic therapy pool, pay for the new arena and pool projects, Eddie Bush Memorial Arena, Heritage Park ball diamonds, facilities and park areas, and Fisher Field amenities.</p> <p><b><i>Aquatic therapy pool</i></b> – the estimated cost of adding the therapy pool component to the current Centennial pool project is \$559,000. Council has moved forward with this project.</p> <p><b><i>Pay for the new arena and pool projects</i></b> – the overall cost for the new arena and pool projects excluding the Clipper upgrades and therapy pool is \$11.8m</p> <p><b><i>Eddie Bush Memorial Arena</i></b> – refurbishment costs are estimated at \$3.1m</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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| <p><b>Invest in new recreational facilities</b><br/><i>(cont'd)</i></p> | <p><b><i>Heritage Park ball diamonds, facilities and park areas</i></b> – completion of the Heritage Park site including relocation of the skatepark is estimated at \$2.1m.</p> <p><b><i>Fisher Field amenities</i></b> – the type of amenities will be dependent on the availability of servicing in the park and the time frame for that to occur. There is no estimate available.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p><b>Road/sidewalk repairs and maintenance</b></p>                     | <p>The majority of comments and the subject of a deputation and petition is the reconstruction of Hume Street. Other suggestions were: general repairs and maintenance; Trott Blvd., St. Lawrence Street, intersection at Balsam, High in relation to the new development, pedestrian and cyclist lanes on Fourth Street and Maple Street, and streetlights on Mountain Road between the 10<sup>th</sup> and 11<sup>th</sup> line.</p> <p><b><i>Hume Street</i></b> – the cost to reconstruct Hume Street is estimated at \$9.2m</p> <p><b><i>General repairs and maintenance</i></b> – items are considered on a case by case basis and are dependent on the extent of reconstruction required. Public Works has instituted an annual program to provide for repairs and maintenance for the most critical areas.</p> <p><b><i>Trott Blvd.</i></b> – no estimate available.</p> <p><b><i>St. Lawrence Street</i></b> – the 2013 capital budget includes a \$100,000 provision for the repaving of St. Lawrence from Huron to Raglan. <b>Decision to be made during budget discussions.</b></p> <p><b><i>Intersection at Balsam and High Streets</i></b> – no estimate available.</p> <p><b><i>Pedestrian and cyclist lanes on Fourth and Maple Streets</i></b> – no estimate available.</p> <p><b><i>Streetlights on Mountain Road between the 10<sup>th</sup> and 11<sup>th</sup> line</i></b> – Mountain Road is scheduled to be brought up to arterial road standards in 2018 – 2019 which would include the required street lighting and traffic signals. The cost of this project is estimated at \$5.8m.</p> |

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| <p><b>Sunset Point Park development</b></p> | <p>The comments received regarding the redevelopment of Sunset Point were mostly of a general nature however there were three specific items mentioned: a crossing on St. Lawrence between Niagara Street and North Albert Lane, a park pavilion and upgrade the playground equipment.</p> <p><i>Sunset Point Park redevelopment</i> – no estimate available.</p> <p><i>Crossing of St. Lawrence between Niagara and North Albert Lane</i> – no estimate available.</p> <p><i>Park pavilion</i> – no estimate available</p> <p><i>Upgrade to playground equipment</i> – no estimate available</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p><b>Other</b></p>                         | <p>Other comments/suggestions received were:</p> <p><i>Arts &amp; Culture support for Theatre Collingwood</i> – no estimate available.</p> <p><i>Water, sewer and hydro infrastructure rehabilitation</i> – hydro infrastructure rehabilitation is not a Town jurisdiction and Council has implemented a user pay system for water and sewer rehabilitation.</p> <p><i>Seasonal windbreak at the north end of Hurontario Street</i> – several examples provided but cost would be dependent on the type of windbreak chosen.</p> <p><b>Creation of a second Heritage Conservation district in/on a residential area/street</b></p> <p><i>Set aside \$3m and earmark this for Arts and Culture</i></p> <p><i>Construction of a Theatre</i> – no estimate available.</p> <p><i>New environmentally friendly effluent pipeline from the sewage treatment plant out to deep waters in Georgian Bay</i> – There have been numerous studies that have looked at the outfall location, not least of which was the Remedial Action Plan for Collingwood Harbour. This report required that the outfall remain within the harbour to ensure adequate water circulation during the</p> |

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Other</b> (cont'd)</p> | <p>summer months. More recently the Environmental Study Report completed in May 2011 confirmed that the outfall should be relocated within the harbour and that this project would proceed as part of the Wastewater Treatment Plant Expansion. Budget for the outfall relocation would be part of this larger project and to some extent covered by development charges.</p> <p><i>Funds remaining after Hume Street reconstruction be placed in an investment vehicle.</i></p> <p><i>Establish a Community Fund for Collingwood</i> – minimum requested \$300,000.</p> |
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Staff are requesting that Council review the comments received and provide direction during budget deliberations.

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**4. DEPARTMENT HEAD REVIEW:**

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This report was reviewed by Department Heads February 19<sup>th</sup>, 2013 and was recommended to proceed to Council.

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**5. EFFECT ON TOWN FINANCES:**

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There is no direct effect on Town finances at this time.

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**6. DISPOSITION:**

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Staff will follow up with Council direction provided.

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**7. APPENDICES:**

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Appendix A – Summarized comments received

Respectfully submitted,

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Marjory Leonard, MBA, CMA, CFP Treasurer

| Summary of comments received regarding proposed use of COLLUS/PowerStream partnership funds |                                   |                                                                     |                      |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
|---------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------------|----------------------|-------------------------------------------|---------------------------------------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
|                                                                                             | Proposed options for use of funds |                                                                     |                      |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Name                                                                                        | Decrease existing debt            | Establish an internal load fund to fund capital projects under \$1M | Harbour Enhancements | Invest in the new recreational facilities | Road/Sidewalk repairs and maintenance | Sunset Point Park redevelopment | Other                                                                                                                                                                                                                                                                                                                                                                                          | Resident Questions/Comment                                                           |
| Laurie Saunders                                                                             | 1                                 |                                                                     | 1                    | 1                                         |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Rob Jackson                                                                                 |                                   |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Rodney Jamleson                                                                             |                                   |                                                                     | 1                    |                                           |                                       | 1                               |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Roger Dey                                                                                   |                                   |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Jason Whiteside                                                                             |                                   |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Andrew Dellamy                                                                              |                                   |                                                                     | 1                    | 1                                         |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Charley Hurrell                                                                             |                                   |                                                                     | 1                    |                                           |                                       | 1                               |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Doug Burlock                                                                                |                                   |                                                                     | 1                    |                                           | 1                                     |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Frank Siminato                                                                              | 1                                 |                                                                     | 1                    |                                           | 1                                     |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Don Wright                                                                                  | 1                                 |                                                                     | 1                    | 1                                         |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| John W. Smith                                                                               |                                   |                                                                     | 1                    |                                           | 1                                     | 1                               |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Larry Baulke                                                                                | 1                                 |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| William Seymour                                                                             | 1                                 |                                                                     | 1                    |                                           | 1                                     |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Fern St. Onge                                                                               | 1                                 |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Sharon L. Smith                                                                             | 1                                 |                                                                     | 1                    |                                           | 1                                     |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Sallyann Garratt                                                                            | 1                                 |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Dave Campbell                                                                               | 1                                 |                                                                     | 1                    |                                           | 1                                     |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Bill Brock                                                                                  | 1                                 |                                                                     | 1                    |                                           | 1                                     |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Vicki Kellar                                                                                |                                   |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                | To encourage boating & family                                                        |
| Joan Pratt                                                                                  |                                   |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Shannon Nell                                                                                |                                   |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Krista King                                                                                 |                                   |                                                                     | 1                    |                                           |                                       |                                 | Lighthouse                                                                                                                                                                                                                                                                                                                                                                                     | 6th months of revenue (tourist                                                       |
| Elizabeth Halligan                                                                          |                                   |                                                                     | 1                    |                                           |                                       | 1                               |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Bill Baulke                                                                                 | 1                                 |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Morris Baulke                                                                               | 1                                 |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Kara McNally                                                                                |                                   |                                                                     | 1                    | 1                                         |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Ed Matthews                                                                                 |                                   |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Al White                                                                                    |                                   |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                | Good marina attracts boats                                                           |
| Donald Vancise                                                                              | 1                                 |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |
| Ray Porter                                                                                  |                                   |                                                                     | 1                    | 1                                         |                                       |                                 | Purchase the two lots abutting Heritage Drive lots 5 and 6, we could create a beautiful waterfront park with green space and an open view across the harbour. Perhaps this new park could be the location of the proposed public square concept that the visionary on staff advocated in May. A Pedestrian Place without the loss of parking space encountered at the Pine Street parking lot. | 1. Pay off two sports SPRUNG s specifically purchase lots 5&6 f parking for a marina |
| Jim Trott                                                                                   | 1                                 |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                      |

| Name                             | Decrease existing debt | Establish an Internal load fund to fund capital projects under \$1M | Harbour Enhancements | Invest in the new recreational facilities | Road/Sidewalk repairs and maintenance | Sunset Point Park redevelopment | Other                                                  | Resident Questions/Comment                                                                                                                                                                                                                                                         |
|----------------------------------|------------------------|---------------------------------------------------------------------|----------------------|-------------------------------------------|---------------------------------------|---------------------------------|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Floyd Billing                    |                        |                                                                     | 1                    |                                           |                                       |                                 | Pave Hume Street                                       |                                                                                                                                                                                                                                                                                    |
| Bill Lovell                      |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Helen Hughes                     |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Betsy Davies                     |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Dave Boyd                        | 1                      |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Michael Jackson, Mike Jackson GM | 1                      |                                                                     | 1                    |                                           |                                       |                                 | Supports Hume Street re-construction.                  | Hume Street is in great need to many years. Hume Street is a b Collignwood. The road is in need of Hume Street have to work as there are no sidewalks and the east end area. When construction concerned with the promptness businesses need to be maintained quickly as possible. |
| Courtney Jackson                 |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Trang Bui                        |                        |                                                                     | 1                    | 1                                         | 1                                     |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Ryan Jackson                     |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Mike Fiske                       |                        |                                                                     | 1                    |                                           | 1                                     |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Gary Hooper                      | 1                      |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Jim Hughes                       |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Erin Lloyd                       |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Dagmar McNichol                  | 1                      |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Dennis N. Fish                   | 1                      |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| John McNichol                    | 1                      |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Debbie Fish                      | 1                      |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Jim McNichol                     | 1                      |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Greg DeNike                      |                        |                                                                     | 1                    | 1                                         |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Grace Switzer                    |                        |                                                                     | 1                    | 1                                         |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Jess Graham                      |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Marie Hill                       |                        |                                                                     |                      | 1                                         |                                       |                                 | Aquatic pool therapeutic for seniors. Eddie Bush Arena |                                                                                                                                                                                                                                                                                    |
| Jim McIntyre                     | 1                      |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Archie Blanchard                 |                        |                                                                     | 1                    |                                           |                                       |                                 | Hume Street                                            |                                                                                                                                                                                                                                                                                    |
| Betty W.                         |                        | 1                                                                   | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Tim Knight                       |                        |                                                                     | 1                    | 1                                         |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| KH. & CJ Foster                  | 1                      |                                                                     | 1                    |                                           | 1                                     |                                 | Trott Blvd                                             |                                                                                                                                                                                                                                                                                    |
| Harry Smith                      | 1                      |                                                                     | 1                    |                                           | 1                                     |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Sandy McPherson                  |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Larry Irwin                      |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Paul Simpson                     | 1                      |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |
| Garry Spencer                    |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                        |                                                                                                                                                                                                                                                                                    |

| Name               | Decrease existing debt | Establish an internal load fund to fund capital projects under \$1M | Harbour Enhancements | Invest in the new recreational facilities | Road/Sidewalk repairs and maintenance | Sunset Point Park redevelopment | Other                                                                                                                                                                          | Resident Questions/Comments                                                                                                                                   |
|--------------------|------------------------|---------------------------------------------------------------------|----------------------|-------------------------------------------|---------------------------------------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rob Graham         |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Sandra Chater      |                        |                                                                     | 1                    |                                           | 1                                     |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Michael Daoust     |                        |                                                                     | 1                    |                                           |                                       | 1                               |                                                                                                                                                                                |                                                                                                                                                               |
| John Stephenson    |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Al McArthur        | 1                      |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| John Ridman        |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Douglas Burke      |                        |                                                                     | 1                    |                                           | 1                                     |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Gary Norman        |                        |                                                                     |                      |                                           |                                       |                                 | Help restore the lighthouse as a historical entity & as part of the harbour restoration for tourism                                                                            |                                                                                                                                                               |
| Tom Bell           |                        |                                                                     |                      | 1                                         |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Ross Tomilson      | 1                      |                                                                     | 1                    |                                           |                                       | 1                               |                                                                                                                                                                                |                                                                                                                                                               |
| Jerry Orłowski     |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Blair Beattie      | 1                      |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Patricia Massey    | 1                      |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| B. Thompson        | 1                      |                                                                     | 1                    |                                           | 1                                     |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Orval Hobb         | 1                      |                                                                     | 1                    |                                           | 1                                     |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| John Walton        | 1                      |                                                                     | 1                    |                                           | 1                                     |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Mary E. Thompson   | 1                      |                                                                     |                      |                                           |                                       |                                 | Keep and maintain the grain terminals. Terminals and lighthouse are historic sites to Collingwood. They can ben seen coming into Collingwood from south, west, east and north. |                                                                                                                                                               |
| Bing W. Jowett     |                        |                                                                     | 1                    |                                           |                                       |                                 | Town purchase of 2 lots #5 & #6 next Heritage Dr. (re FRAM sale) bro                                                                                                           | Excellent opportunity to revisit halting their project and putting now could create a waterfront would not only encourage con tourist attention to see what t |
| Geoff Moran        |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Cliff Knisley      |                        |                                                                     | 1                    |                                           | 1                                     |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Ruben Rosen        |                        |                                                                     |                      |                                           |                                       |                                 | Arts & Culture support for Theatre Collingwood                                                                                                                                 |                                                                                                                                                               |
| Deb Piggott        |                        |                                                                     |                      |                                           |                                       |                                 | Arts & Culture - Theatre Collingwood. Help keep arts & culture alive in Collingwood                                                                                            |                                                                                                                                                               |
| Harold Bickerstaff |                        |                                                                     |                      |                                           |                                       |                                 | Arts & Culture - Theatre Collingwood.                                                                                                                                          |                                                                                                                                                               |
| George Powell      | 1                      |                                                                     |                      |                                           |                                       |                                 | Funds should be reinvested in infrastructure rehabilitation                                                                                                                    |                                                                                                                                                               |
| Kelly Beram        |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Arwyn Morgan       | 1                      |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Rhona Morgan       | 1                      |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Paul Woodhouse     |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Al Weatherall      |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |
| Garry Ironmonger   |                        |                                                                     | 1                    |                                           |                                       |                                 |                                                                                                                                                                                |                                                                                                                                                               |

| Name           | Decrease existing debt | internal load fund to fund capital projects under \$1M | Harbour Enhancements | Invest in the new recreational facilities | Road/Sidewalk repairs and maintenance | Sunset Point Park redevelopment | Other                                                                                                                                                                                                                                                                                   | Resident Questions/Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------|------------------------|--------------------------------------------------------|----------------------|-------------------------------------------|---------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Joanne Pearson | 1                      |                                                        |                      |                                           |                                       |                                 | Since we sold a revenue generating asset I believe that we should pay down debt with the money so as not to increase the debt load of the town.                                                                                                                                         | Request for a report including meeting by the Town Treasure amount of which can be "paid \$16 million was the expected r information provided at the pu expect Council will be providin about the actual Gross proceer mean there were costs of \$1.5 full detailed explanation of the understands how any money h incurred by Collus during this t report that will incorporate: 1) at the public meeting and your about the sale and the funds a the funds, including details of 1 |
| Mark Palmer    |                        |                                                        |                      |                                           | 1                                     |                                 | Hume Street road improvements needed. Would help create jobs and help current businesses/industries along the 'Hume Street Gateway' to succeed and grow. (multiple emails/letters sent to town including petition with 123 signatures in support of Hume Street reconstruction project) | Use of COLLUS Funds for recre whereas hard infrastructure (f- more respectful to the investr the funds for recreation faciliti property taxes by rolling the co structure for both sites.                                                                                                                                                                                                                                                                                            |
| N. Sanderson   | 1                      |                                                        |                      | 1                                         |                                       | 1                               | 1. A path to the water between Niagara Street and North Alber Lane. 2. Pave the road between Huron and Ralglan Streets. 3. A pavillion in the park so we could have live bands.                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Jennifer Case  | 1                      |                                                        |                      |                                           |                                       |                                 | Since we've lost 1/2 of a revenue generating company, the only responsible thing to spend the money on is paying down the Town debt                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Dolf Jansen    |                        |                                                        |                      |                                           |                                       |                                 | Create two pedestrian and cyclist lanes on Fourth Street and Maple Street. Similar to the Highline in New York on a smaller adapted vesion. Only local traffic access and lots of landscape and separated cycling and pedestrian paths. No car traffic except local owners one way.     | Walkable cities are proven mo \$500,000 for the above the re:                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Jesse Matchett |                        |                                                        | 1                    |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Joe Macdonald  | 1                      |                                                        |                      |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



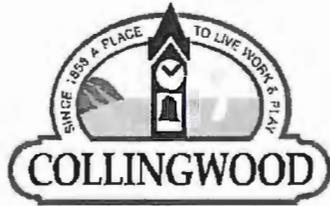
| Name             | Decrease existing debt | Establish an internal load fund to fund capital projects under \$1M | Harbour Enhancements | Invest in the new recreational facilities | Road/Sidewalk repairs and maintenance | Sunset Point Park redevelopment | Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Resident Questions/Comment                                                                                                                                                                                                                            |
|------------------|------------------------|---------------------------------------------------------------------|----------------------|-------------------------------------------|---------------------------------------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Matthew W. Wells |                        |                                                                     |                      |                                           |                                       |                                 | Should be reinvested in the power, water and sewer services that all citizens in the Town pay for.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Should not be treated as a win sale proceeds have been earm consider this an appropriate u: coming due, I do not see much loan fund would be an option i infrastructure needs. Harbour                                                                |
| Linda Richardson |                        |                                                                     |                      |                                           |                                       |                                 | Have a consultant test various options for a seasonal windbreak at the north end of Hurontario Street, and if worthwhile, to implement such structure(s).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Options and images of possible                                                                                                                                                                                                                        |
| Dick Hill        |                        |                                                                     |                      |                                           |                                       |                                 | Environmentally friendly effluent pipeline from the sewage treatment plant out to deep waters in Georgian Bay.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Many advantages for this proje resident use; clean water for s plant odours; provision for cor improvement for summer and this new pipeline: improving C recreation facilities around the Harbour Plan                                                |
| Mike Lewin       | 1                      |                                                                     |                      |                                           |                                       |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | I suggest that the entire sum o This will not only put our town way that the sale of Collus will suggest that a small portion of Collus sale to the public. I wou information should include the sale, their roles and the amour town and Powerstream |
| Ulli Rath        |                        |                                                                     |                      |                                           |                                       |                                 | I would like to recommend that the entire proceeds from the sale of the Collus shares be used as a contribution by the citizens of Collingwood to help finance the eventual construction of appropriate structures that will help restore water levels in Georgian Bay. Healthy water levels are one of the most important factors that make Collingwood a premier destination community in Ontario. The contribution of the Collus funds to restoring the water levels in Georgian Bay could act as a catalyst that would focus national attention on the need for action to consider implementing such installations as submerged sills. | Interested in obtaining inform: you please tell my why this item meeting? 2) Does the Town/Cc before them from any group re there are reports or recommen Point may I obtain a copy of th up a Committee or Sub-Commit to be considered for such a Co |

| Name                 | Decrease existing debt | Establish an Internal load fund to fund capital projects under \$1M | Harbour Enhancements | Invest in the new recreational facilities | Road/Sidewalk repairs and maintenance | Sunset Point Park redevelopment | Other                                                                                                                                                                                                                  | Resident Questions/Comments                                                                                                                                                                                                                                                                   |
|----------------------|------------------------|---------------------------------------------------------------------|----------------------|-------------------------------------------|---------------------------------------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Fred Gardner         |                        |                                                                     |                      |                                           |                                       |                                 | I would like to propose the town considering adding road lights on Mountain Road between 10th and 11th line. Pedestrian and motor safety. This is a very dark section of the road, with winding and elevation changes. |                                                                                                                                                                                                                                                                                               |
| David Hillis         |                        |                                                                     |                      |                                           |                                       |                                 | Hume Street is more than ever in need of significant repairs, as well as widening, new sidewalks and traffic light controls to ensure safe passage for pedestrians, cyclists and vehicles.                             | Completing the Hume Street and therefore, the Hume Street investment made to-date by a best return.                                                                                                                                                                                           |
| Jackie & John Robson |                        |                                                                     |                      |                                           |                                       |                                 | Upgrade the Boardwalk.                                                                                                                                                                                                 | A whole section has been closed for a facelift. This is a very popular area and I feel it should be maintained in a way that they can be used again to generate our tax base to expand. Should create the most varied return for business and home owners who if invested, that investment in |
| Chris Carrier        |                        |                                                                     |                      |                                           |                                       |                                 | Hume Street reconstruction or maintain the funds in an investment vehicle of some kind that would return a reasonable investment income to the Town annually.                                                          |                                                                                                                                                                                                                                                                                               |
| Ken Lin              |                        |                                                                     |                      |                                           |                                       |                                 | Hume Street reconstruction project.                                                                                                                                                                                    | Hume Street is more than ever in need of widening, new sidewalks and traffic light controls to ensure safe passage for pedestrians, cyclists and vehicles.                                                                                                                                    |
| Josh Maitland        |                        |                                                                     |                      |                                           |                                       |                                 | Hume Street reconstruction project.                                                                                                                                                                                    | months. I often avoid Hume Street not, I'm forced to bike on the street during the morning and afternoon rush hours and it's very frightening at best. As a direct                                                                                                                            |

| Name                                     | Decrease existing debt | Establish an internal load fund to fund capital projects | Harbour Enhancements | Invest in the new recreational facilities | Road/Sidewalk repairs and maintenance | Sunset Point Park redevelopment | Other                                                                                                                                                                                              | Resident Questions/Comments                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------|------------------------|----------------------------------------------------------|----------------------|-------------------------------------------|---------------------------------------|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Debbie Orlik                             |                        |                                                          |                      |                                           |                                       |                                 | Hume Street reconstruction project.                                                                                                                                                                | Hume Street is more than ever widening, new sidewalks and sidewalks for pedestrians, cyclists and vehicles.                                                                                                                                                                                                                                                                |
| Brian Caron, Havens Home Building Centre |                        |                                                          |                      |                                           |                                       |                                 | Hume Street reconstruction project.                                                                                                                                                                | Hume Street is more than ever widening, new sidewalks and sidewalks for pedestrians, cyclists and vehicles.                                                                                                                                                                                                                                                                |
| Collingwood Oxford Learning Centre       |                        |                                                          |                      |                                           |                                       |                                 | Hume Street repairs                                                                                                                                                                                | As a business and property owner, I am concerned that repair of Hume Street be a priority. Use of those funds. Hume Street closes for a significant portion of the year. As a highly travelled geographic area, with buses, visitors, and commuters, the attention should be given to the safety of the hospital, attention should be given to the safety of the hospital. |
| Collingwood General & Marine Hospital    |                        |                                                          |                      |                                           |                                       |                                 | Hume Street reconstruction project.                                                                                                                                                                | Hume Street is more than ever widening, new sidewalks and sidewalks for pedestrians, cyclists and vehicles.                                                                                                                                                                                                                                                                |
| YMCA of Simcoe/Muskoka                   |                        |                                                          |                      |                                           |                                       |                                 | Hume Street project. With the 3.2 million dollar renovation of the YMCA in Collingwood and addition of an arena to Central park, it would seem a logical next step to finish this overdue project. | We are concerned about the safety of the extension plus the addition of a new facility to an already well-travelled street. We would like to see a significant increase in safety while walking to the park.                                                                                                                                                               |
| Architectural Conservancy of Ontario     |                        |                                                          |                      |                                           |                                       |                                 | Create a second heritage conservation district, featuring one of our historic residential neighborhoods. Would be a tremendous legacy for the community.                                           | Heritage districts have a positive impact on the satisfaction in living in a district. Heritage district revitalization increases. Heritage district revitalization increases in economic downturns.                                                                                                                                                                       |
| Collingwood United Soccer Club           |                        |                                                          |                      |                                           |                                       |                                 | Request that a portion of the funds be allocated for a facility at Fisher Field that would include washrooms, change-rooms, equipment storage, a canteen, and one or more offices.                 |                                                                                                                                                                                                                                                                                                                                                                            |

| Name                                                             | Decrease existing debt | Establish an internal load fund to fund capital projects under \$1M | Harbour Enhancements | Invest in the new recreational facilities | Road/Sidewalk repairs and maintenance | Sunset Point Park redevelopment | Other                                                                                                                                                                                                                                                                                                                                                                                                   | Resident Questions/Comments                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------|------------------------|---------------------------------------------------------------------|----------------------|-------------------------------------------|---------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sound Investment Choir and Blue Mountain Foundation for the Arts |                        |                                                                     |                      |                                           |                                       |                                 | We recommend that as much as \$3 million be set aside from the balance in an escrow account with an "Arts and Culture" earmark, pending further study and submissions to the Town and in particular, after the public have had a chance to review the \$30,000 Novita Interpares Limited report commissioned by the Town concerning a "Framework for a Municipal Cultural Programming Investment Plan." | The designation of such an arm groups such as ours to bring fc projects that will be consistent interests of the community.                                                                                                                                                                                             |
| Bernd Niermann, Investment Planning Council of Canada            |                        |                                                                     |                      |                                           |                                       |                                 | Hume Street reconstruction.                                                                                                                                                                                                                                                                                                                                                                             | On a good day you can hardly in and our of their parking lot i constant grid lock. If it isn't the traffic running on Hume Street have gotten worse since the H going to calls on a regular basi Hume Street.Hume Street also use most frequently heading t ment down or heavy rainall th house then the water drains d |
| Scott Strandholt, Bayhaven Senior Care Community                 |                        |                                                                     |                      |                                           |                                       |                                 | Hume Street reconstruction.                                                                                                                                                                                                                                                                                                                                                                             | Hume Street is more than ever widening, new sidewalks and 1 pedestrians, cyclists and vehic town all the time. Becoming b growing neighborhoods locate gateway to our town and whe located.                                                                                                                             |
| Darlene Robinson, D. Robinson Accounting Services                |                        |                                                                     |                      |                                           |                                       |                                 | Hume Street reconstruction.                                                                                                                                                                                                                                                                                                                                                                             | Hume Street is more than ever widening, new sidewalks and 1 pedestrians, cyclists and vehic Street, repairs and widening o difficult at the best of time. Th cause for concern as many hav onto a side road. Crossing the as the traffic is moving quickly pededstrians are overlooked.                                 |





# memorandum

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**DATE:** February 25, 2013  
**TO:** Mayor Cooper and Members of Council  
**SUBJECT:** Additional Gaming Information & Integrated Resort Community  
**FROM:** Acting CAO Ed Houghton

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## 1. Purpose of the Report

The purpose of this report is to provide Council with information that will assist in its decision-making process to determine if it supports the idea of a 300 slot machine gaming facility in Zone C-7. Collingwood Council has previously rejected the opportunity to host a standalone 300 slot machine gaming facility in Collingwood. The Ontario Lottery and Gaming Corporation (OLG) had specifically requested that Collingwood provide them a resolution that either supports or rejects the idea in Zone C7. The report will look at the Ontario Lottery and Gaming Corporation (OLG) modernization process, the current Canadian gaming climate, anticipated economic and social impacts of prospective gaming development in Zone C7, projected revenues, responsible gambling research and other relevant background information. The report also serves to inform the public about casinos and the associated economic development aspects of the project. It is important to note that this report has been reviewed by OLG and they agree with the content of this report.

## 2. Background on Modernizing the OLG

In July 2010, at the request of the Government of Ontario, the OLG was asked to explore options to modernize and expand gaming across the province by:

- Supporting the expansion of charitable gaming at bingo halls through electronic games;
- Developing and launching an Internet platform for gaming; and
- Completing a comprehensive business review of the lottery distribution network and land-based gaming facilities.

The above-noted initiatives were to include a commitment to responsible gaming, especially with regard to the new Internet gaming platform. The OLG currently contributes more than \$1.7 billion in net profit to the province.

The OLG began its strategic business review in December 2010. Upon completion of this review, three key recommendations were identified and outlined in the OLG's report, *Modernizing Lottery and Gaming in Ontario*:

- Become more customer-focused;
- Expand regulated private sector delivery of lottery and gaming; and
- Renew OLG's role in oversight of lottery and gaming.

Through this research and analysis, the OLG identified 29 gaming zones in which it plans to offer a land-based gaming venue. Gaming zones are geographic areas where regulated private-sector providers will be allowed to operate a single gaming facility, as defined by the OLG. Gaming sites are currently operating in 24 of the 29 zones. In Ontario, these include four resort casinos, 14 slots at racetrack facilities, five OLG casinos and the Great Blue Heron charitable casino in Port Perry.

In addition to the existing locations, the OLG has proposed five new sites for the development of a gaming facility. One casino is proposed for the Greater Toronto Area (GTA) and the other four would be located in North Bay, Belleville- Quinte West, Kenora and Simcoe County (or Zone C7, as identified by the OLG). The new Zone C7 gaming facility would be built in a location that encompasses the municipalities of Town of Collingwood, Town of Wasaga Beach, Clearview Township and Township of Springwater.



Source: OLG Gaming Zone Maps

The provincial government and the OLG would require any potential host municipalities within Zone C7 to express their interest in hosting a gaming facility within the zone. In addition to this consent, public consultations are also necessary.

### **3. Zone C7 and Central Cluster Overview**

Through its modernization process, the OLG divided the province into nine gaming clusters, which include 29 gaming zones (24 of which have existing gaming facilities such as casinos, racetracks, slots, etc.). One of the nine clusters is referred to as the “Central Cluster” and it includes three of the 29 gaming zones:

- Zone C5, which includes the OLG Georgian Downs slots and racetrack facility as well as the City of Barrie, Town of Innisfil and the Township of Oro-Medonte;
- Zone C6, which is home to the OLG Casino Rama site located on the lands of the Chippewas of Rama First Nation (Mnjinkaning Reserve); and
- Zone C7, which presently has no gaming facility and includes Simcoe County (Town of Collingwood, Town of Wasaga Beach, Clearview Township and Township of Springwater).

The OLG is considering putting forth a process to pre-qualify between three to five private sector gaming operators for each cluster. These pre-qualified operators will participate in a final bidding process, and, as a result, a single private sector casino operator will be selected to operate and own all three facilities in the entire Central Cluster.

### **4. Potential Project Overview**

The OLG has indicated that the Zone C7 gaming facility would have approximately 300 slot machines; however, this is to be determined by the private service sector operator. After the opening of the Casino in Zone C7, the private service sector operator may apply to the OLG to expand the number of gaming positions, if a business case warrants that there could be an addition of slots with little to no cannibalization on other sites.

In addition to slot machines, table games are permitted at the operator’s discretion and with the OLG’s approval. A province-wide limit on the maximum number of table games has been set; however, a limit on the number of table games in Zone C7 has not been communicated as of January 2013. This communication will most likely occur when OLG plans to launch the RFPQ for the Zone C7.

Industry standards would suggest an operator could include approximately 10 to 15 table games with an allotment of 300+ slot machines. The exact number of jobs created will depend on the private sector operator’s business proposal and the required number of employees will

be determined between the private operator and the OLG. Current OLG facilities of a similar size employ between 145 and 315 employees depending on the offering of tables games and the size of dining options.

## 5. Potential Municipal Revenue

The host municipality of a 300 slot gaming facility in Zone C7 would receive projected incremental revenue in the \$2.8 to \$3.1 million range in hosting fees and new property taxes.

In regards to property taxes, OLG pays a grant in lieu of taxes between \$1 M to \$1.4 M per annum in Sault Ste. Marie, Thunder Bay, Brantford, 1000 Islands and Point Edward where they outright own the casino floor with 450 machines and a small restaurant.

The hosting fee paid to the municipality is based on a gaming revenue sharing formula and is paid directly to the municipality from OLG revenue. The hosting fee is paid quarterly and is in perpetuity to the municipality provided that the facility is operating in the host gaming community.

On average, 300 slot machines would produce average daily revenue of \$419 per machines. This would result in gross annual revenue of \$48,500,000 before operational and marketing costs. (OLG slot machines vary from 325-450 per day.)

*300 Slots*

*$300 \times \$325/\text{day} \times 365 \text{ days} \times 5.25\% = \$1,868,000$  (low end)*

*$300 \times \$450/\text{day} \times 365 \text{ days} \times 5.25\% = \$2,587,000$  (high end)*

The host municipal share of total gaming revenue based on the average daily revenue in Zone C7 would be a projected amount of \$2,409,000.

These projections are based on the new municipal contribution agreement that the OLG has reached with each host community under its strategic review, *Modernizing Lottery and Gaming in Ontario*.

The review includes a new municipal funding formula. The agreement comes into effect on the first day of April 2013, the day after the site holder agreements between the OLG and the horse racing industry expire. The new agreement supersedes agreements approved by Council in the past.

Under the new agreement, the share is a sliding scale as follows (per annum):

- 5.25 % for the first \$65 million of net slot revenue;
- 3.00 % of the next \$135 million of net slot revenue plus;
- 2.50 % on the next \$300 million of net slot revenue; and
- 0.50 % on the remainder of net slot revenue.

The OLG has also recently moved to a new International Financial Reporting Standards (IFRS) accounting method. Under IFRS, player comps and other marketing costs are deducted from gross revenue before the calculation of the private sector operator or the municipal host shares are calculated.

## **6. Potential Economic Benefits**

Today, gambling is seen as more than just a form of entertainment and has emerged as an economic mainstay in many communities and in some cases plays an integral or anchor role in a resort environment.

The advent of gambling at casinos creates localized benefits to communities in the form of new jobs, increased purchasing power and social support facilities, such as schools and hospitals (James et al. 7-4).

In the United States, the *National Gambling Impact Study Commission Report* notes that the introduction of casinos can even reduce the level of unemployment in a given community through job creation. In a recent Toronto Starr article, it stated that, "In good times and bad, the casino, which remains one of the biggest employers in town, is now woven into the fabric of Windsor. Represented by the once mighty CAW Local 444, unionized casino workers have benefits, pensions, and wages that are about 20 per cent higher than in most service sector jobs, according to Secretary-treasurer David Cassidy."

Research from the Canadian Gaming Association's *Economic Impact of the Canadian Gaming Industry* report reveals that the industry directly supports more than 128,000 full-time jobs (more than 283,000 jobs including indirect and induced impacts) and generates \$8.7 billion annually to fund government and community programs and services (i).

The impact of a Zone C7 gaming development would depend on several factors, primarily the size and scope of the project. This would be negotiated between the OLG and the private sector operator. Any project is also subject to the same municipal building and official plan approvals as other developments. In short, the community has the ability to apply conditions and negotiate with the successful operator during the request for proposal stage of the project.

By way of background, the 370 slot machines at the OLG Slots at Sudbury Downs facility generated \$49.4 million in slot revenue in fiscal year 2012. The facility, which employs 134 full-time workers, had a total of 582,122 visitors according to the OLG.

Moreover, the OLG casino in Thunder Bay generated \$50.2 million in 2012 with 450 slot machines and 14 tables. The facility had 964,582 visitors and 312 full-time OLG employees as outlined in the OLG's *Modernizing Lottery and Gaming in Ontario*.

## **7. Crime Overview and Statistics**

Historically, there is a belief that the introduction of legalized gambling will increase crime in a community but today, this is considered a myth. Crime statistics do not show a correlation between increased crime rates and the introduction of a casino in a community.

In a December 2012 publication, *Informing the Public Debate: Academic Research on Casinos*, authors Bernhard and Philander state that casinos seem to have an impact similar to other large recreation/tourism draws, such as a hockey game or the Canadian National Exhibition. With respect to the crime rate; however, “casinos are typically found to have no significant effects, as the increase in volume is generally explained by the number of temporary visitors in the area. Put another way, there should be no increased risk of crime-related harm to nearby residents. These findings were consistent between studies that focused on jurisdictions within Canada, and in other international locations” (3). In the case of the casino in Windsor, the crime rate decreased (Poisson).

According to a Toronto Star article on April 13, 2012 “Toronto police Supt. Ron Taverner stated that crime rates around the racetrack these days are relatively low compared with other areas of the city. “From a policing perspective, I don’t see any issues at all,” he said, adding that fears of increased prostitution, loan sharking and even traffic flow and parking problems didn’t pan out.”

MODERNOLG.CA has video testimonials from the Chiefs of Police of Hanover, Brantford, Chatham, Sault Ste. Marie and the Chief Superintendent of the OPP which state that there is no correlation between gaming and crime in those communities.

The article further states that Police Chief Bill Blair echoed the sentiment, saying, “I certainly don’t perceive it’s been a significant public safety issue for us. It’s a well-organized, well-managed business, and they work very closely with the police.”

The introduction of a 300 slot gaming facility in Zone C7 wouldn’t likely be a significant public safety issue due to the highly-trained onsite security team that works with local police in addition to an extensive closed circuit television network. In Ontario casinos, provincial police units work with the security team to monitor gaming activities and identify cheating and illegal activities through the Alcohol and Gaming Commission.

## **8. Potential Impacts on Hospitality and Tourism**

A recent American study found that communities with casinos had 43 percent higher earnings in their hotel and lodging sectors than those communities at a greater distance from casinos. The impact on tourism as a result of the introduction of a slot gaming facility would have significant less positive benefit.

## **9. Impact on Other Local Businesses**

A recent study in the United States illustrates the impact on other local businesses by examining the relationship between casino developments and the entertainment industry. His findings concluded that gaming facilities typically complement other entertainment offerings within close proximity, such as museums, zoos, parks, golf courses and skiing resorts: “There is stronger evidence of a complementary casino effect present than there is of any business-stealing effect within the entertainment industry” (Cotti). In Ontario, the proposed GTA casino is also expected to have positive effect for the Toronto tourism and the hospitality industry. “We also expect that many industries will in fact be stimulated by the resort casino, given that there is much empirical evidence of complementary relationships. Industries such as tourism, entertainment, lodging, food and beverage, as well as non-lottery gaming products may observe positive economic benefits from the expansion of casino gaming” (Bernhard and Philander).

## **10. Indirect Economic Impact**

The creation of new jobs will result in increased residential real estate and new demand for residential housing, incremental wages spent by the employees in the community and an increase in demand for local supplies. The private sector service provider will also require local goods and services on a daily basis, amplifying the requirements for local businesses that support the entertainment business.

## **11. The OLG’s Responsible Gaming Overview**

As part of the lottery and gaming modernization process, the provincial government mandated the OLG to renew its focus in the area of responsible gambling. The OLG is considered a world leader in the delivery of responsible gaming. For example, the OLG contributes approximately \$40 million annually – 2 per cent of its annual slot revenues – to the provincial government's programs to fund the treatment of problem gambling, assist in its prevention and to help players make informed decisions. The OLG collaborates with external organizations and professionals across Ontario, including experts from the Centre for Addiction and Mental Health and the Responsible Gambling Council (Ontario) to meet its responsible gaming objectives. The OLG has outlined various responsible gaming requirements for a private sector operator to participate in the qualification process and be chosen to be the operator of Zone C7, as noted below:

OLG is mandated to promote responsible gambling. Its enterprise-wide responsible gaming (RG) program is defined by concrete objectives and delivered by the following program elements: employee training, player education, technology, treatment referral, and research and stakeholder relations.

All program elements are informed by independent researchers and problem gambling experts. OLG co-designs and delivers its program with the RGC-O, CAMH, the Ontario Problem Gambling Research Centre, addictions counsellors across Ontario, and the OPGH.

In 2012 and beyond, the following external standards will apply to OLG and OLG will support compliance with these standards by determining policies, program elements and internal and external reporting documentation and processes:

- Compliance with AGCO's responsible gambling regulatory standard which is currently being developed.
- Accreditation with the RG Check Program. The RG Check Program is venue based and comprised of eight (8) standards by which a venue will be assessed, each with corresponding criteria that provide detailed expectations. The scoring system assesses all criteria to create an overall score, avoiding “one item” focus.

In order to receive accreditation with the RG Check Program, each venue must meet the following standards:

- Have responsible gaming policies in place that address problem gambling and are corporately supported and implemented;
- Have a well-managed and communicated Self-Exclusion program in place that facilitates access to counselling and other support;
- Commission advertising and promotion that does not mislead or misrepresent products or target potentially vulnerable patrons;
- Facilitate informed decision making by providing substantial and readily available information to enable patrons to make informed decisions;
- Provide assistance to patrons who may have problems with gambling;
- Provide access to money services in accordance with OLG policies;
- Create venue and game design features that promote awareness of the passage of time, breaks in play and the responsible use of alcohol; and
- Provide employee training so that staff members understand the importance of the RG Check Program and are knowledgeable about their role and OLG's expectations.

The OLG will only engage service providers for either lottery or gaming services who comply with its RG Check Program. (*Ontario Lottery and Gaming Corporation: Responsible Gaming Policies and Programs*)

## **12. Potential Social Impacts**

### **a) Proximity to Gambling Facilities**

Residents of the Town of Collingwood and greater Simcoe County have access to casino gambling outside Zone C7 and can choose to spend their income at other gaming facilities nearby. Presently, the Town is incurring economic losses as residents redirect a portion of their leisure spending from Collingwood dining and entertainment venues to a casino (and other nearby businesses) outside of town. Casino Rama is less than 88 kilometres from the Town of Collingwood (less than 69 kilometres from Wasaga Beach) and Georgian Downs is less than 69 kilometres away (less than 52 kilometres from Wasaga Beach). This demonstrates that a host municipality would allow the repatriation of those entertainment and leisure spend dollars in a local facility that hosts local jobs.

In 2013, the OLG also plans to launch an Internet platform for gaming. There are already hundreds of grey market Internet gambling sites accessible by the local community. To date, over \$400 M annually leaves the province of Ontario on internet gaming sites offshore.

As such, gambling is readily available in the community to the public without the local benefits of hosting a facility.

### **b) Problem Gambling**

For some Canadians, problem gambling can be a severe consequence of engaging in this activity. There are numerous studies from around the world – all of which are inconclusive as to the extent, size or scope of the problem. A recent City of Toronto presentation to the City Council Executive Committee states that the most serious form of problem gambling affects 0.2 per cent of the GTA population and a further 2.8 per cent of adults in the GTA are considered at-risk gamblers. That is roughly 11,000 people aged 18+ (about 0.2%) in the GTA and 25,000 people (0.3%) in Ontario are problem gamblers. Another 129,000 people aged 18+ (2.8%) in the GTA and 294,000 people (3.0%) in Ontario are considered at-risk for problem gambling. Males, youth, older adults and those with low income, mental health issues or addictions have a greater risk of developing gambling problems.

According to a report from the American Gaming Association, the number of states with commercial casinos has increased ten-fold during the last 20 years while the prevalence rate of pathological and problem gambling in the U.S. is roughly the same today as it was 30 years ago (“Casino Expansion and Its Impact on Pathological and Problem Gambling Prevalence Rates”).

A new casino site will increase the risk of a gambling addiction to a limited group of the population and, as a result, the OLG requires a rigorous and fulsome responsible gaming mandate for any casino operator in Zone C7, including self-exclusion programs, facial recognitions programs and responsible gaming training for front-line staff.

### **c) Age of Player and Demographics**

A 2006 survey, *Profile of the American Gambler*, concluded that gamblers as a group are more financially responsible, save more than non-gamblers, and are better prepared for their future needs. Compared with non-gamblers, they are more active and enjoy a wider variety of experiences in travel, dining and community involvement. Gamblers typically have a higher income and level of education than non-gamblers. The reported household income of gamblers versus non-gamblers was also found to be significantly higher.

### **13. Strategic Considerations**

The OLG modernization process will result in a gaming facility being built in the Zone C7 by 2015. If the proposed development is constructed outside of the Town of Collingwood's jurisdiction, the Town will (most likely) not participate in the host municipal revenue sharing. It will also have no ability to impact or shape the development and will not benefit from local spin-offs from the investment.

Furthermore, the host municipality will derive significant benefit from new local jobs, expenditures at the local level for ancillary businesses and new property assessment and taxes from the development.

### **14. Planning Process**

The host municipality has the ability to identify specific regions within their jurisdiction to host a 300 slot gaming facility.

### **15. Conclusion Regarding a 300 Slot Gaming Facility in Zone C7**

The host municipality of a 300 slot gaming facility will benefit from increased non-tax based municipal revenues, increased job creation and new tax assessment. Moreover, the facility could create new tourism at no direct cost to the taxpayer.

Problem gambling issues could be addressed through the OLG's responsible gaming initiatives. Recent experience demonstrates that there is no correlation between criminal activity and the establishment of a casino.

Lastly, if the proposed development is constructed outside of the Collingwood's jurisdiction, but in Zone C-7, we would certainly lose out on the direct benefits and control over development while being exposed to the potential of any negative consequences. A "stand alone" 300 slot gaming facility in Zone C7 rather than an integrated resort boutique casino could provide the potential of negative consequences.

**NEW INFORMATION:** During the review and investigation of this report a new opportunity was provided to staff that was not previously mentioned. This was the concept of an Integrated Resort Entertainment Casino.

### **16. Integrated Resort Entertainment Casino**

The concept of a boutique casino integrated into a new 300 – 400 suite hotel, an executive convention facility, a large capacity entertainment venue and banquet/restaurant facilities has been recently proposed to staff. An integrated resort entertainment casino of this size would require in excess of 10 acres of land. The total project construction expenditures could exceed \$100 million (up to \$200 million) and could create approximately 450 full-time construction jobs over a 24-month period.

Because an integrated resort entertainment site would require significant acreage of land and a significant amount of money to build, the host municipality would collect \$1.5 M - \$2.0 M in property taxes from the host facility depending on the size and location of the facility.

If an integrated resort entertainment casino was planned for Zone C-7, the site would have a number of economic and financial benefits, including additional revenue to the Town from property taxes and municipal hosting fees; incremental growth in the Town's GDP as a result of construction and operation; and new employment opportunities during the construction and ongoing operation. As previously mentioned, it is estimated that project construction expenditures would be in excess of \$100 million for a fully integrated entertainment centre and could create 450 full-time construction jobs over the course of 24 months.

It is also estimated that hundreds of new permanent jobs would be created as a result of the facility and the host municipality would see an increase in hospitality and tourism visitation in addition to new revenue projected in the \$3.5 to \$5.1 million range.

The construction of a new integrated resort casino and entertainment complex in the host municipality will complement the existing hospitality and tourism industry. Current visitors would have reason to visit longer and more often by an expanded entertainment offering. These visitors would also have a reason to visit the community more frequently.

A new integrated resort entertainment casino development will act as an anchor to increase overall tourism and entertainment spent in the host community. Some gaming critics have claimed that a new casino will divert spending from other local entertainment industries. Available research proves the opposite occurs. In reality, visitors and tourists usually spend more time and money in the community as a result of the increased entertainment offerings. The introduction of a casino in the community can stimulate other industries and spur the development of ancillary entertainment offerings.

Marketing efforts on behalf of the resort and entertainment complex could be coordinated with local business groups or regions to provide a more fulsome destination offering to potential visitors.

The creation of hundreds of new jobs will result in increased residential real estate and new demand for residential housing, incremental wages spent by the employees in the community and an increase in demand for local supplies for the entertainment and casino development. The gaming entertainment centre and private sector service provider will also require local goods and services on a daily basis, amplifying the requirements for local businesses that support the entertainment business.

### **17. Conclusion Regarding an Integrated Resort Entertainment Casino**

The consideration of an Integrated Resort Entertainment Casino should be seriously contemplated. Each Council has the ability to control their own destiny by way of offering a supportive positive resolution with restrictions or conditions attached and a conditional letter of interest to the OLG to become a host municipality as well as negotiate with the successful resort developer.

The City of Kenora in October 2012 passed a similar resolution stating that “Council hereby agrees, in principle, to be a willing host municipality for a new gaming facility, conditional on discussion points with private sector operators with regards to the development of a .....

Chris Friel, the Mayor of Brantford, was a former opponent to a casino being built in Brantford and he now publically speaks to the benefits of being a host municipality.

Lastly, if the proposed development is constructed outside of Collingwood’s jurisdiction, but in Zone C-7, we would certainly lose out on the direct benefits and control over development while being exposed to the potential of any negative consequences.

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**BY-LAW No. 2013-016  
OF THE  
CORPORATION OF THE TOWN OF COLLINGWOOD**



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BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL OF THE  
CORPORATION OF THE TOWN OF COLLINGWOOD

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**WHEREAS** the *Municipal Act 2001*, S.O. 2001, c 25, Section 5(1), provides that the powers of a municipality shall be exercised by its council;

**AND WHEREAS** the *Municipal Act 2001*, S.O. 2001, c 25, Section 5(3), provides a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** it is deemed expedient that the actions of all meetings of Council of The Corporation of the Town of Collingwood be confirmed and adopted by by-law;

**NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF COLLINGWOOD ENACTS AS FOLLOWS:**

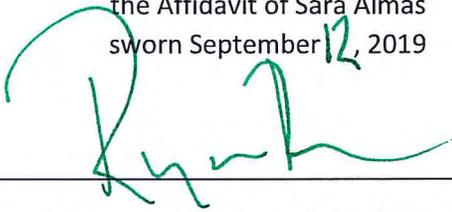
1. **THAT** the actions of the Council of The Corporation of the Town of Collingwood in respect of:
  - a) each recommendation in the reports of the Committees;
  - b) each motion, resolution or other action passed, taken or adopted at the meetings listed below are hereby adopted, ratified, and confirmed as if same were expressly included in this by-law, provided that such adoption and confirmation shall not be deemed to include the final passing of a by-law that requires the prior approval of a Minister, a Ministry, to the Ontario Municipal Board or any other governmental body:
    - *Regular Meeting of Council held February 25, 2013*
2. **THAT** the Mayor and the proper officials of The Corporation of the Town of Collingwood are hereby authorized and directed to do all things necessary to give effect to the action of the Council referred to in Section 1.
3. **THAT** the Mayor, or in the absence of the Mayor, the Deputy Mayor, and the Clerk, or in the absence of the Clerk, the Chief Administrative Officer;
  - a) are authorized and directed to execute all documents to the action taken by Council as described in Section 1;
  - b) are authorized and directed to affix the seal of The Corporation of the Town of Collingwood to all such documents referred to in Section 1.
4. **THAT** this by-law shall come into effect upon the passing thereof.

**ENACTED AND PASSED** this 25<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

This is Exhibit "Q" referred to in  
the Affidavit of Sara Almas  
sworn September 12, 2019

A handwritten signature in green ink, appearing to be "Ruth", is written over a horizontal line.

Commissioner for Taking Affidavits  
(or as may be)



## TOWN OF COLLINGWOOD

# COUNCIL MINUTES

June 10, 2013

*"Inspire confidence, wonder and a sense of possibility – deliver today's services and realize tomorrow's promise."*

A meeting of Council was held Monday June 10, 2013 in the Council Chambers, Town Hall, Collingwood commencing at 5:00pm.

### **MAYOR COOPER CALLED COUNCIL TO ORDER**

#### **Members of Council Present:**

Mayor Cooper  
Deputy Mayor Lloyd  
Councillor Edwards  
Councillor Lloyd  
Councillor Chadwick  
Councillor Hull  
Councillor West  
Councillor Cunningham  
Councillor Gardhouse

#### **Staff Present:**

Sara Almas, Clerk  
Marjory Leonard, Treasurer  
Larry Irwin, Director of Information Technology  
Marta Proctor, Director of Parks, Recreation and Culture  
Nancy Farrer, Director of Planning Services  
Bill Plewes, Chief Building Official  
Brian MacDonald, Manager of Engineering Services  
Marcus Firman, Manager of Water Services

### **ADOPTION OF AGENDA**

**No. 233**      *Moved by Deputy Mayor Lloyd*  
*Seconded by Councillor Edwards*

*THAT* the content of the Council Agenda for June 10<sup>th</sup>, 2013 be adopted as presented.

**CARRIED**

### **DECLARATIONS OF PECUNIARY INTEREST AND/OR RECEIPT OF GIFT (over \$200) - Nil**

### **ADOPTION OF MINUTES**

**No. 234**      *Moved by Councillor Edwards*  
*Seconded by Deputy Mayor Lloyd*

*THAT* the minutes of the regular meeting of Council held June 3<sup>rd</sup>, 2013 be approved as presented.

**CARRIED**

### **BUSINESS ARISING FROM THE PREVIOUS MINUTES - Nil**

### **COMMUNITY ANNOUNCEMENTS**

- **Recognition of ParaSport Games Finalist (Discus & Shot put)**  
Councillor Sandy Cunningham introduced and congratulated Mr. Jonathan Brown, a member of our Accessibility Advisory Committee, as a finalist at the Provincial ParaSport Games held in

Kingston in the shot put and discus events. Mr. Brown thanked Council for their support. Council wished Mr. Brown best wishes at the National Event that will be hosted in Nova Scotia later this month.

- Council reported on various community events they had attended and announced upcoming events.

**DEPUTATION**

- **KPMG Organizational/Service Review: Phase 2 Next Steps**

Mr. Oscar Poloni, leader of KPMG advisory services for Northern Ontario, provided a study overview of the Town of Collingwood Organizational Review Project noting Phase One having been completed. Mr. Poloni review the next steps with respect to Phase Two of the project, suggesting the Town may wish to defer Phase Two until a Chief Administrative Officer has been recruited to guide and manage the process. Mr. Poloni provided clarification to how the Town interacts with the utility company and to make sure they appropriate documentation is in place to formally document the partnership.

**CONSENT AGENDA**

**No. 235      *Moved by Councillor Lloyd*  
                   *Seconded by Councillor Chadwick***

*THAT* the General Consent Agenda, having been given due consideration by Council, be received.

| <b>General Consent Items</b> |                                                                                                        |                                 |
|------------------------------|--------------------------------------------------------------------------------------------------------|---------------------------------|
| A.1                          | The Peak FM, Corus Entertainment re: Corus Feeds Kids Day June 14 <sup>th</sup> at Sobeyes Collingwood | <i>Received for Information</i> |
| A.2                          | AMO Breaking News re: Ontario Government's Renewable Energy Changes Aimed at Municipalities            | <i>Received for Information</i> |

**CARRIED**

**REPORTS/MINUTES OF COMMITTEES/BOARDS**

*The motion to receive the Parks, Recreation and Culture Advisory Committee Minutes of April 24, 2013 and Notes of May 15, 2013 was divided as follows:*

**No. 236      *Moved by Councillor West*  
                   *Seconded by Councillor Hull***

*THAT* the Parks, Recreation and Culture Advisory Committee Notes regarding the development strategies and priorities for the redevelopment of Sunset Point Park held May 15, 2013 be hereby received.

**CARRIED**

**No. 236      *Moved by Councillor West*  
                   *Seconded by Councillor Hull***

*THAT* the Parks, Recreation and Culture Advisory Committee Minutes of April 24<sup>th</sup>, 2013 be hereby received.

**DEFERRED (June 17, 2013)**

**No. 237      *Moved by Councillor Gardhouse*  
                   *Seconded by Councillor West***

*THAT* the Collingwood Heritage Committee Minutes of May 16, 2013 be hereby received and the recommendations therein be approved:

**Recommendation: THAT** the following heritage permits be approved:

| <b>Permit #</b> | <b>Location</b>       | <b>Type</b>        |
|-----------------|-----------------------|--------------------|
| 108-2013        | 199 Third Street      | Paint              |
| 114-2013        | 122 Hurontario Street | Facade             |
| 116-2013        | 160 Pine Street       | Roof               |
| 120-2013        | 12 Hurontario Street  | Solar Panels       |
| 128-2013        | 250 Hume Street       | Doors & Gable roof |
| 142-2013        | 166 Hurontario Street | Paint              |

**CARRIED**

#### **STAFF REPORTS**

**FS2013-01 Purchase of Self Contained Breathing Apparatus**

**No. 238 Moved by Councillor Chadwick  
Seconded by Councillor Cunningham**

**THAT Staff Report FS2013-01**, recommending Council authorize the Fire Department to award the purchase of eight (8) AP75 Scott SCBA and eighteen (18) 4500psi Scott Air Bottles to M&L Supply Fire & Safety for the purchase price of \$50,900.31 plus HST, within the approved budget, be approved.

**CARRIED**

**PW2013-07 Sanitary Sewer Renewal Program Phase 2 Contract 2**

**No. 239 Moved by Deputy Mayor Lloyd  
Seconded by Councillor Lloyd**

**THAT** Council receive Staff Report PW2013-07 entitled "Sanitary Sewer Renewal Program Phase 2 Contract 2";

**AND THAT** Council award the Tender to Arnott Construction Limited for the submitted tender value of \$899,950.00 plus HST, within the approved budget.

**CARRIED**

**PW2013-09 Award for Request for Tender PW2013-03 for Concrete Sidewalk Construction and Reconstruction**

**No. 240 Moved by Deputy Mayor Lloyd  
Seconded by Councillor Cunningham**

**THAT** Council receive Staff Report PW2013-09 entitled "Award for Request for Tender PW2013-09 for Concrete Sidewalk Construction & Reconstruction";

**AND THAT** Council award the Tender to C & G Concrete for the tendered amount of \$47,458.75, within the approved budget.

**CARRIED**

#### **MOTIONS**

**No. 241 Moved by Councillor Hull  
Seconded by Councillor Lloyd**

**THAT** this Council proceeds in camera in order to address a matter pertaining to:

- ☑ personal matters about an identifiable individual, including municipal or local board employees.

*Items for Discussion: a) CAO*

**CARRIED**

***Moved by Councillor Gardhouse  
Seconded by Councillor Cunningham***

**THAT** Council hereby waive the notice requirements of the Procedural By-law to consider a motion with respect to the finalization of the operation review with KPMG.

**CARRIED**

***Moved by Councillor Edwards  
Seconded by Deputy Mayor Lloyd***

**THAT** Council defer the finalization of the operation review with KPMG until a Chief Administrative Officer has been hired and is in place, and be completed within the timelines as presented.

**CARRIED**

**BY-LAWS - Nil  
NOTICE OF MOTION - Nil**

**OLD or DEFERRED BUSINESS**

- Deputy Mayor Lloyd inquired to whether further notes would be presented with respect to public input to the Sunset Point Park Project. Marta Proctor, Director of Parks, Recreations and Culture confirmed that more information will be provided when presented to Council.

*Staff Report from Council meeting of February 25, 2013:*

***T2013-04 Use and Allocation of the Share Sale and Dividend Funds***

**RECOMMENDING THAT** Council receive staff report T2013-04 including all the public comments and input on the use of the "funds" and deliberate the use. (Resolution No. 75)

Treasurer Marjory Leonard addressed questions of Council, reviewing the details of the recreation facility funds outstanding, confirmed the allocation of monies available, timelines for the Hume Street reconstruction project with respect to what has been approved in the current and forecasted budget, the total cost of the recreational facilities and the requirements of a by-law to establish a reserve fund for a specific project.

***Moved by Councillor Cunningham  
Seconded by Councillor Chadwick***

**THAT** Council waive the notice requirements of the Procedural By-law to consider a motion with respect to the use of the Collus Funds.

**CARRIED**

***Moved by Councillor Cunningham  
Seconded by Councillor Chadwick***

**THAT** Council herein direct the Collus Funds be allocated towards the Central Park Arena and the Centennial Pool redevelopment including the unbudgeted expenditures and an appropriate construction allowance;

**AND FURTHER** that any remaining funds be transferred to a reserve fund for the Hume Street Redevelopment Project, and further direct Staff to prepare the necessary by-law.

The above motion was divided as follows:

**Moved by Councillor Cunningham**  
**Seconded by Councillor Chadwick**

**THAT** Council herein direct the Collus Funds be allocated towards the Central Park Arena and the Centennial Pool redevelopment including the unbudgeted expenditures and an appropriate construction allowance.

**CARRIED (recorded vote)**

| <u>COUNCIL</u> | <u>Yea</u> | <u>Nay</u> |
|----------------|------------|------------|
| Cooper         | ✓          |            |
| R. Lloyd       | ✓          |            |
| Edwards        | ✓          |            |
| K. Lloyd       | ✓          |            |
| Chadwick       | ✓          |            |
| Hull           |            | ✓          |
| West           | ✓          |            |
| Cunningham     | ✓          |            |
| Gardhouse      | ✓          |            |
| TOTAL          | 8          | 1          |

**Moved by Councillor Cunningham**  
**Seconded by Councillor Chadwick**

**THAT** any remaining funds be transferred to a reserve fund for the Hume Street Redevelopment Project, and further direct Staff to prepare the necessary by-law.

**CARRIED (recorded vote)**

| <u>COUNCIL</u> | <u>Yea</u> | <u>Nay</u> |
|----------------|------------|------------|
| Cooper         | ✓          |            |
| R. Lloyd       | ✓          |            |
| Edwards        |            | ✓          |
| K. Lloyd       | ✓          |            |
| Chadwick       | ✓          |            |
| Hull           | ✓          |            |
| West           | ✓          |            |
| Cunningham     | ✓          |            |
| Gardhouse      | ✓          |            |
| TOTAL          | 8          | 1          |

Council proceeded to in-camera session as previously resolved. (6:49pm)

**Moved by Councillor Cunningham**  
**Seconded by Councillor Lloyd**

**THAT** Council rise from in-camera and return to public session. (7:14pm)

**CARRIED**

**CONFIRMATORY BY-LAW**

**No. 242** **Moved by Councillor Cunningham**  
**Seconded by Councillor Chadwick**

**THAT By-law No. 2013-051**, being a by-law to confirm the proceedings of the regular meeting of Council held June 10<sup>th</sup>, 2013 be enacted and passed this 10<sup>th</sup> day of June, 2013.

**CARRIED**

**ADJOURNMENT**

**Moved by Councillor Hull**

**THAT** the meeting of Council be hereby adjourned at 7:15pm.

**CARRIED**

\_\_\_\_\_  
MAYOR

