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Administrative Changes

Dr. W. G. Tamblyn, President of Lakehead University, has announced the following appointments:

Mr. George Lawrance, Director of Services

Mr. Lawrance will be responsible to the President for general services in the University. He will supervise the promotional and co-ordinative activities of the University with respect to special conferences, tours, alumni programs, fund raising, and similar projects requiring external liaison.

Following service in the British Navy during the second world war, he was employed as a Sales Manager with the Schori Metalizing Process Co. Ltd., of London, England.

In 1957 he immigrated to Canada and was employed as Sales Manager for the Alloycraft Ltd. in Montreal and the Johnson Wire Weaving Co., Ltd. in both Montreal and Fort William.

Miss Leona George, Office Services Mgr.

Miss George will supervise members of the general office staff, provide secretarial overload services for academic and administrative departments as required, and provide effective operation of office support services. She will report to and assist the Director of Services in the promotion and co-ordination of special activities such as conferences, tours, etc.

Miss George has been executive secretary to the Comptroller since 1966.

DIRECTOR RESIGNS TO JOIN MID-CANADA
Where Have all the Parking Lots Gone?

The race for space between the parking lots and new buildings on Lakehead University's campus is on once again.

Parking lot #2 will be closed as of Monday, June 22 in order that construction on a building for the Regional School of Nursing may begin in that area.

Parking lot #3 next to the Centennial Building will be closed temporarily during July while it undergoes expansion. It will accommodate 250 cars when completed.

A new 450-car parking lot will be made between the University and the Faculty of Education building. It will be ready for operation in September when the students return for the 1970-71 academic year.

But where will you be able to park this summer? Director of Planning and Physical Plant, Claud Smith said: “there will be ample parking in the lot east of the library to replace that space lost by construction on the nursing building.”

And if you still can’t find a place to park your car this summer, maybe it would be better to leave it at home and take the bus.

FREE NORTH FESTIVAL PROJECT AWARDED SECOND GRANT

“SIXTY YEARS OF PICASSO” is the title for an exhibit to be held from July 1st to July 22nd in the Aesthetics Gallery at Lakehead University.

The exhibit has come from the collection of the Extension Department of the Art Gallery of Ontario and is sponsored by the Faculty of Arts and the Aesthetics Society at Lakehead University.

Picasso is widely recogniz-
THIS INDENTURE made this 23rd day of May, 1975,

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY,
hereinafter called the "City"
OF THE FIRST PART;

- and -

THE BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY
hereinafter called the "Owner"
OF THE SECOND PART.

WHEREAS the City is desirous of constructing bicycle
paths for use as a recreational facility for the citizens of Thunder
Bay;

AND WHEREAS it is proposed that a portion of such
bicycle paths will traverse lands owned by the Owner;

NOW THEREFORE, for other good and valuable consideration
and the sum of TWO (2.00) DOLLARS, the receipt hereof is hereby by
each of the parties acknowledged from the other, the parties hereto
covenant and agree as follows:

1. The City shall have the right to construct bicycle paths
across the lands of the Owner, the same to follow a course approximately
that shown in red on the Plan annexed hereto and marked Schedule "A" to
this Agreement. The exact location of the paths shall be agreed upon
between the Parties hereto or their delegates, as required from time to
time.

2. The Parties hereto covenant, agree, ratify and confirm
that the bicycle paths are intended as a temporary recreational facility
and not as a municipal highway within the meaning of The Municipal Act.
The Owner confirms that it has no intent to dedicate the said lands for
highway purposes and the City acknowledges that it has no intent to
accept the said lands for the aforesaid purposes, not withstanding the
expenditure of Municipal funds in improving the bicycle paths.
3. The bicycle paths shall be of a width and standard of construction as heretofore specified by the City Engineer and agreed to by the Director of Physical Planning and Construction of the Owner and future construction of paths on the lands of the Owner shall be subject to the Agreement of the Owner and the City, or their delegates.

4. The Parties hereto covenant and agree that this Agreement shall not be registered.

5. This Agreement shall be for a term of five (5) years from the first day of January, 1975, provided, however, that the Parties acknowledge their intention to negotiate a renewal or extension of this Agreement in the event that the bicycle paths prove successful, but no such renewal or extension shall become binding unless mutually agreed upon between the Owner and the City.

6. The City shall have the right to terminate this Agreement at any time but in such event shall, unless otherwise agreed to by the Owner, restore the lands over which the bicycle paths were constructed to their former condition.

7. The City shall, to the extent that it is possible and reasonable to do so, enact by-laws and take steps to prevent any motor-driven vehicles and other traffic inconsistent with the purposes of the paths, from using the same, and to ensure that the traffic on the paths shall be limited to bicycles, skiers and pedestrians.

8. The Parties acknowledge that the City may, with the prior approval of the Owner as to form, content and location, place reasonable signs along the bicycle paths defining the types of traffic permitted thereon.

9. The Owner has temporarily given the City permission to the use of a portion of the Owner's existing road system, and the City acknowledges its intention to establish a course of Bicycle paths entirely separate from the Owner's road system within two (2) years after the date hereof. In the meantime the City shall take reasonable steps by the use of signs and otherwise to keep pedestrians and skiers off the Owner's roads. Notwithstanding anything to the contrary herein contained the Owner may, at any time, withdraw permission to use the Owner's existing road system if such use interfered unduly with vehicular traffic.
10. The paths shall be constructed and maintained at the sole expense of the City and the Owner shall have no responsibility whatsoever for any such maintenance or construction costs.

11. The Owner shall have the right, from time to time, to the extent that it is reasonable to do so, to require the closing of the bicycle paths in order that no public or private right-of-way, easement or other interest in land may encumber the title of the Owner.

12. In the event that the Owner wishes to sell, lease, convey or otherwise dispose of the property traversed by the bicycle paths, it shall have the right to require the City to discontinue the use of the bicycle paths and to restore the same to their former condition. The Owner shall, however, use all reasonable efforts, but at no cost to it, to negotiate with prospective purchasers and lessees of the property to permit the continuance of the bicycle paths upon the terms hereof or to negotiate with the City to find an alternate route over other lands of the Owner.

13. In the event that the Owner desires to use the lands traversed by bicycle paths, it shall have the right to require the City to discontinue use of the path and to restore the ground to its former condition, saving and excepting to the extent that the ground would be disrupted in any event by the intended use. In such case, the Parties shall negotiate to attempt to determine an alternate route for the continuance of the bicycle paths.

14. The City shall, during the entire term hereof, and during any extension and renewal hereof, maintain a policy of public liability insurance naming the City and the Owner as named insureds and with a waiver of subrogation of claims as between the City and the Owner, and such policy to provide protection to the Owner and the City, not less than that generally provided to the City in the City's general liability policy from time to time. Upon execution hereof, the City shall deposit with the Owner a Certificate of such insurance from the Insurer setting forth the coverage provided and confirming that the provisions of this paragraph have been complied with.
15. The City shall indemnify the Owner and keep it indemnified and hold it harmless throughout the term hereof against any and all claims, demands, actions, causes of action, loss or injury which shall, for any reason, be uninsured under the next preceding paragraph arising out of the construction, existence, non-repair or lack of maintenance of the bicycle paths or the design thereof or of any intersection with the existing roadways of the Owner, except in cases where the negligence of the Owner, its agents or servants has caused or contributed to the loss or injury.

16. The Parties acknowledge that the said bicycle paths may be used for pedestrian traffic and for cross-country ski traffic to such extent as the Parties may from time to time agree. The City shall, however, have the right to close down the paths during such periods of any year as it deems desirable and shall not be under any obligation to operate, maintain or snow plow the paths during the winter months.

17. This Agreement shall be binding upon the Parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the Parties hereto have caused their respective Corporate Seals to be hereunto affixed and attested by their proper officers duly authorized in the behalf.

THE CORPORATION OF THE CITY OF THUNDER BAY

[Signature]
Mayor

[Signature]
DEPUTY Clerk

THE BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY

[Signature]
President

[Signature]
Vice-President (Administration)
BY-LAW NUMBER 155-1976

A By-law to authorize the execution of an Agreement between the Corporation of the City of Thunder Bay and The Board of Governors of Lakehead University.

THE COUNCIL OF THE CORPORATION OF THE CITY OF THUNDER BAY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby empowered and authorized to execute the attached Agreement (Schedule "A") between the Corporation of the City of Thunder Bay and The Board of Governors of Lakehead University, Re: construction of bicycle paths.

DONE AND PASSED IN COUNCIL this 27th day of July A. D., 1976, as witnessed by the Corporate Seal of the City and the hands of its proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF THUNDER BAY

[Signature]

MAYOR

[Signature]

DEPUTY CLERK

READ a FIRST time this 27th day of July, A. D., 1976.

READ a SECOND time this 27th day of July, A. D., 1976.

READ a THIRD time and finally passed this 27th day of July, A. D., 1976.
MEMORANDUM

TO: Members of the Board of Governors' Executive Committee

DATE: 29 April 1981

FROM: Mr. Bryan G. Mason,
Vice-President (Administration)

OBJECT: Extension of City Bicycle Path on University Property

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

In 1976 the University and the City entered into an agreement whereby the University granted to the City a right to construct a bicycle path on our property for public use. All construction and maintenance costs have been borne by the City, and the University has incurred no expense or problems with the path. On the contrary, the thousands of citizens who walk, jog, run, or bike through our property no doubt become just a little more aware of their University.

The current agreement expires in July 1981, and the City wishes not only to renew it but also to expand the pathway on our property. Part of the proposed extension would connect the parking lot behind the Ryan building to Balmoral Avenue, corresponding to an existing "natural" path used by many of our students and staff. Once this becomes a paved portion of the bicycle path, these people will enjoy a clean and dry access route to the campus.

Mr. Armstrong has examined the City's proposal and feels that the new path will not interfere with any present and planned University usage of the property in question. In any event, the agreement gives the University the right to require the City to discontinue the use of the path and to restore the ground to its former condition if we wish to use the land in question or to sell, lease, or otherwise dispose of it.

We heartily recommend that the existing agreement with the City be renewed and that the proposed extension of the path be approved.

The attached diagram indicates the routes of the present path and the proposed extension. I have attached also a copy of our present agreement with the City. Please note that while the agreement is formally dated 23 May 1975, it was not executed until 27 July 1976, and the University and the City have agreed that the five-year term would run from the latter date.

[Signature]

BRYAN G. MASON
MEMORANDUM

DATE: 23 June 1981

Members of the Board of Governors'  
Executive Committee

Ad Hoc Pub Committee

Report on Student Pub

The Board's Ad Hoc Pub Committee, composed of Mr. R. Welter as Chairman, Mr. G.S. Halter, Dean K. Hearnden, Judge G. Kunnas, and Mr. B. Mason, has received and reviewed with the Student Union its plans to construct and operate a pub in what is now known as the Great Hall. The Committee has discussed and made a number of suggestions for changes in L.U.S.U.'s capital and proposed operating budgets; L.U.S.U. has agreed to incorporate such changes into its plans.

Before proceeding to negotiate specific details relative to a lease, to the recovery of maintenance and utility costs, etc., one fundamental issue must be settled. Because of the central importance of this question, the Ad Hoc Pub Committee has decided to refer it directly to the Executive Committee for resolution.

The issue is that of management of the pub's operations. Since the Provincial authorities will not grant liquor licences to student bodies, the pub will have to operate under the existing licence held by the Board of Governors. Although a licence holder has the right to enter into a management agreement with a third party to operate the premises, the holder retains full legal responsibility and liability, and cannot "contract out" such liability. The problem in contracting management authority out to L.U.S.U. - a problem which has been emphasized by other Ontario universities which have entered into such agreements with their respective student bodies - is that those individuals running L.U.S.U. change over each year (lack of continuity) and have little or no experience in operating any business, much less a liquor establishment (lack of expertise). At other universities these difficulties have led to problems for the Board of Governors and its officers, including in some cases court appearances, because student pubs have stayed open after hours, have allowed patrons to drink to excess, have allowed patrons to carry alcoholic beverages out of the licensed premises, and have allowed underage students to be served.

... 2
THIS AGREEMENT made this 6th day of April 1982

BETWEEN

BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY,
a body corporate, incorporated by Statute
of the Province of Ontario,
(hereinafter called the "UNIVERSITY")

OF THE FIRST PART,

- and -

LAKEHEAD UNIVERSITY STUDENT UNION,
a corporation without share capital,
incorporated pursuant to the laws of
the Province of Ontario,
(hereinafter called the "UNION")

OF THE SECOND PART.

WHEREAS the Union has requested permission to use and occupy
approximately 3,500 square feet of an area of the Lakehead University
campus designated as Room UC-2035 and known as the "Great Hall" to provide
a place where students, faculty and staff may meet and purchase alcoholic
beverages (hereinafter sometimes referred to as the "Student Pub");

AND WHEREAS the Union has requested permission to renovate and
convert the "Great Hall" into a Student Pub (hereinafter sometimes called
the "Improvement") all at the cost of the Union;

AND WHEREAS the University has a licence issued by the Ontario
Liquor Licence Board for the area which will become the Student Pub;

AND WHEREAS the Union has requested permission from the University
to manage the said Student Pub;

AND WHEREAS subject to the terms and conditions as hereinafter
set forth the University approves of the renovation and conversion of the
said area for a Student Pub and approves the Union as the manager of the
Student Pub;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of
the premises hereto and covenants and agreements hereinafter contained,
the parties hereto covenant and agree with each other as follows:

PART ONE:

I. CONSTRUCTION

(a) THE IMPROVEMENT

The area of the Lakehead University campus designated as
Room UC-2035 and known as the "Great Hall" comprising approximately
3,500 square feet, the dimensions of which and the location are more
particularly set forth in Schedule "A" hereto, will be converted
into a Student Pub.
(g) JOINT CONSTRUCTION COMMITTEE

The parties hereto will each elect not more than three representatives to this committee which will meet as and when required to discuss all planning and ongoing problems related to the construction of the Improvement. The said committee shall determine its quorum, constitution and method of operation.

(h) ALTERATIONS AND CHANGE ORDERS

During construction of the Improvement any alterations and change orders that would entail singularly a cost variation in excess of $1,000.00 to the construction costs of the Student Pub shall be initially referred to the Joint Construction Committee for recommendations. Any alterations or change of work orders that singularly entail a variation of less than $1,000.00 shall be left in the sole and absolute discretion of the University's Director of Physical Plant for decision. The Director of Physical Plant shall provide to the Union a report of all such alterations or change orders authorized by him at the end of each month during the construction period.

PART TWO

2. LICENCE

(a) TERM OF LICENCE

Upon completion of the Improvement in accordance with the terms hereof the University grants to the Union a Licence to manage and operate the Improvement upon the terms and conditions as hereinafter set forth for an initial term commencing on the date of completion of the construction and terminating on the 30th day of April, 1992. The Union shall be responsible and liable for all costs and expenses in the management and operation of the Improvement, both overhead and operating costs save as hereinafter in this Agreement expressly set forth. Upon satisfactory performance of all of the obligations of the Union as hereinafter set forth, the University shall on the written request of the Union given to the University at any time during the period commencing January 1st, 1992, and expiring March 31st, 1992,
(b) COMMENCEMENT DATE OF CONSTRUCTION

It is anticipated by the parties hereto that construction of the Student Pub will commence on or about the first day of June, 1982, and be completed on or about the fifteenth day of September 1982.

(c) COSTS AND PAYMENT

All construction costs including any insurance premiums while the Student Pub is being constructed will be paid for in their entirety by the Union. Prior to the commencement of construction the Union shall pay to the University the total estimated construction costs together with architects' fees as estimated by the firm of Fraser and Browne, the architect firm that will be responsible for all drawings, blueprints, specifications, tendering and supervision of the improvement. Prior to the signing of any contract for construction work, the contract shall be submitted to the Joint Construction Committee for examination and discussion. Pending payment of all construction costs and architects' fees and all other expenses relating to the improvement, the University shall invest the funds of the Union not immediately required and the income from such fund shall be added to such a fund and used in the payment of the said construction costs and any excess income after payment of all of the construction costs as aforesaid shall be refunded to the Union.

(d) AUTHORITY

The University through the Joint Construction Committee shall meet as often as necessary in order to obtain input and recommendations from the Union in connection with all matters relating to the plans, specifications, alterations, material and equipment for the improvement, approval of work, payment of construction costs, amendments to construction contracts and all other matters relating to the improvement. It is acknowledged by the parties that after the University has consulted with the Union through the Joint Construction Committee it shall have final authority relating to all of the aforesaid matters and that all
construction contracts, insurance policies, contracts for the supply of construction materials and equipment shall be in the name of the University. The Union may, under separate contracts with suppliers, purchase any chattels and equipment that will not be affixed to the improvement. For greater certainty but not to limit the generality of the foregoing all coolers, dishwashers (except portable dishwashers), sinks or any other materials and equipment that have to be connected with the University's plumbing, heating or electrical facilities (otherwise than by a simple means of plugging into the electrical receptacles provided in the Student Pub) shall be deemed to be fixtures and not chattels or equipment.

(c) OWNERSHIP

All improvements, alterations and fixtures shall become vested in the University free and clear of all liens and encumbrances of any nature and kind whatsoever.

(f) CONSTRUCTION SHORTFALLS

In the event that the Union terminates or abandons this Agreement at any stage during construction, or any mechanics' liens for the construction costs are created against the University property which the Union is unable or unwilling to satisfy, or any suits or demands are made upon the University for the payment of any outstanding contracts relating to the improvements, or if the Union does not pay in accordance with any construction contracts entered into by the University or by it as and when required pursuant to the terms and conditions of the said construction contracts, all of which shall be deemed to be acts of default of the Union entitling the University to give two weeks' written notice of termination during which period the Union shall be entitled to remedy the default. Failing such corrective action the agreement shall be terminated without further notice and without prejudice to any other rights or remedies available to the University.
renew this Agreement for a further period of ten years. The University shall notify the President or Business Manager of the Union of the provisions of this clause in writing on or before the 1st day of October, 1991 but failure to do so shall not invalidate any of the provisions of this clause.

PART THREE

3. OPERATION OF STUDENT PUB

(a) LIQUOR LICENCE

The Union shall manage the improvement under the authority of a lounge licence issued to the University by the Liquor Licence Board of the Province of Ontario and shall comply with all provisions of that Act and any regulations thereunder.

(b) PATRONS

Patrons of the Student Pub shall be restricted to full time and part time Lakehead University students, faculty, staff, members of the Alumni Association, and their guests while accompanying patrons.

(c) INSPECTION

The University and its security personnel shall have access at all times during the night and day for purposes of campus security and inspection of the improvement and the operations to assure compliance by the Union with the terms of this Agreement, and the Union shall make available to the University and anyone authorized by the University for inspection at all reasonable times all books of account, records, reports relating to management and operation of the Student Pub, compliance with the Liquor Licence Act and regulations thereunder, and in connection with the foregoing the Union agrees to cooperate and assist the University in its inspection and to answer any reasonable inquiry of the University verbally or, if requested, in writing.

(d) OTHER SERVICES TO BE OFFERED BY THE STUDENT PUB

The Union shall offer to its patrons a quiet lounge at times to be determined by the Joint Management Committee and in keeping therewith the Union covenants that:

(i) no food shall be sold or distributed by the Union in the Student Pub without the prior written consent of the University.
(ii) no gaming, betting, lotteries, games of chance as defined and described in Sections 179 to 189 of the Canada Criminal Code shall be conducted in the Pub and no games which entail an element of physical risk to the participants shall be permitted in the Student Pub;
(iii) live entertainment shall be restricted to small musical groups;
(iv) the Union shall insure that the general noise level of the Student Pub is kept within tolerable limits and in any event the said noise level shall be, in the reasonable opinion of the University which said opinion shall be final and binding, restricted so as not to disturb people in other areas of the University building;
all of which said activities shall be carried on in compliance with the Liquor Licence Act and regulations thereunder.

c. LIQUOR MANAGER

The Union shall employ the services of a bonded liquor manager. No manager shall be hired unless he has been approved in writing by the Vice-President (Administration) of the University and the President of the Union. The manager shall be an employee of the Union. In addition therewith, the University will purchase services of the manager from the Union in accordance with a memorandum annexed to this Agreement and marked as Schedule "B" hereto. The Management Committee shall decide annually on the fees to be charged to the University for the said liquor manager's services. Provided, however, that for the 1982/83 academic year the University shall pay to the Union $100.00 per week for this service. This shared cost arrangement shall be binding on the parties hereto until April 30th, 1983, and thereafter either party may on one month's notice terminate the purchase of service arrangement set forth in this paragraph.
Ontario Retail Sales Tax thereon payable by the Union and shall provide the University with sale and purchase records monthly to enable the calculation of the licence fee payable by the Union to the Liquor Licence Board of Ontario. In addition thereto, the Union shall deliver to the University a written report not later than 24 hours following the attendance at the Student Pub of an official of the Liquor Licence or Control Boards of Ontario or any law enforcement officer relative to any alleged breach of law or the happening of any accident or unusual incident within or adjacent to the Student Pub, in particular, but not to limit the generality of the foregoing, this shall include any instances of disorderly conduct, personal injury, property damage, theft or any other breaches of the peace by the Union, its patrons, and/or guests.

(g) SECURITY

The Union shall insure that all persons attending the Student Pub abide by the law while on or about the Student Pub and the Union shall indemnify and reimburse the University for any damage caused to the University’s furniture, furnishings, equipment and premises through the negligence or willful acts of the Union, its servants, agents, patrons, and/or guests.

(h) BUDGET

The Union shall prepare, prior to commencement of this Agreement and annually thereafter on or before the 15th day of February for the fiscal year commencing May 1st of that year, a budget showing the anticipated financial performance of the Student Pub indicating anticipated revenues and expenses during each month of such annual period. The said budget shall be reviewed and approved by the Joint Management Committee.

(i) DELIVERY OF POSSESSION

Upon termination of this Agreement the Union shall deliver vacant possession of the Student Pub to the University. It may remove all furniture and equipment that do not constitute improvements or fixtures provided same have been paid in full.
(j) RENOVATIONS

The Union shall not undertake any renovations, alterations, improvements or additions to the Student Pub without the prior written approval of the University. The costs of all renovations, alterations, repairs and additions shall be borne by the Union. The said renovations may be supervised and administered in the same manner as the construction of the Improvements in accordance with the terms and conditions as set forth in Part One hereof.

(k) JOINT MANAGEMENT COMMITTEE

The University and Union shall each appoint not more than three persons to be members of a Joint Management Committee to discuss all matters in relation to this Agreement, recommendations for more efficient or profitable operation of the Student Pub, future plans in relation to the Improvements or services to be rendered, and any other concerns of either party relating to the operation, management and care of the Student Pub. The said Management Committee shall determine its own quorum, constitution and method of operation.

(l) MAINTENANCE, HOUSEKEEPING AND UTILITIES

The Union shall purchase maintenance services as required by it from the University. Such services shall include but not be limited to the following: relamping and repairs to lighting fixtures, repairs to plumbing fixtures, repairs to walls, floors, ceilings, doors and windows of the Student Pub, repairs to refrigeration units or dishwashing machine and all other equipment that is a fixture as defined by paragraph 1(d) hereof. The cost of such services rendered by the University shall be paid as and when due by the Union. Charges of the University shall be based on the University's current charging rates for internal users or if an outside contractor is used then on the invoice cost actually incurred by the University. In addition, the University's housekeeping staff shall, when the Student Pub is in operation, clean the floors daily at the end of the day as well as wash all walls and windows periodically as required. The Union shall be responsible for all cleaning, including litter pick up, of the bar, sinks, dishes, glasses, cutlery, tables, chairs,
furniture, ashtrays and any other cleaning that a prudent, responsible
and conscientious hotel keeper would perform.

The University shall provide the Union with heat, light,
water and ventilation to the Student Pub.

The Union shall pay to the University the University's
cost of supplying housekeeping staff and the aforesaid utilities
which presently is calculated to be the sum of $8,500.00 The said
sum shall be adjusted annually on the first day of May in each year
of this Agreement to take into account any increase for the said
costs to the University. The sum shall be calculated in accordance
with the following formula:

\[
\text{budgeted costs of utilities and housekeeping} = \frac{3,500 \text{ square feet}}{\text{total net square feet in University}}
\]

The said sum shall be payable in twelve equal monthly instalments in
advance on the first day of each and every month of this Agreement.

(m) GENERAL COVENANTS

(i) The Union shall abide by all orders, instructions,
and regulations respecting fire, security and hygiene issued
by the University or government authority relating to the
use and occupancy of the Student Pub.

(ii) The Union shall pay all lawful taxes, rates, charges
or assessments which may be levied in respect of the Union's
use and occupancy of the Student Pub.

(iii) The Union shall comply with all applicable federal,
provincial or municipal laws, by-laws and regulations
(especially those of the Liquor Licence Act of Ontario
and regulations thereunder).

(iv) In the operation of the Student Pub the Union will
operate in a financially responsible manner and will ensure
that all obligations of the Union in relation to the pub are
paid as and when due and that it will not incur any future
obligations which have not been allowed in the annual budget.
(n) **INDEMNIFICATION**

The Union convenants and agrees that it will at all times hereinafter indemnify and save harmless the University from any and all claims, demands, suits, actions, costs, (including on a solicitor and current basis), charges, damages, expenses, claims for contribution or indemnification which may be brought against the University, or for which the University may honour, pay, perform or assume responsibility whether or not the University was under any legal liability to honour, pay, perform or assume, arising by reason of loss, damage, injury or liability caused or allowed to happen by the Union, its agents, servants, volunteers, employees, patrons, guests, contractors or workers whether from whatsoever cause relating to the construction of the Student Pub or the management and operation of the Student Pub or for nonpayment by the Union of any of its obligations or those of its agents, servants, volunteers, employees, patrons, contractors, or workers.

(o) **INSURANCE**

Without restricting the generality of the indemnification as set forth in paragraph 3(n) hereof the Union shall provide and maintain a comprehensive general liability insurance policy insuring against "all risks" with liability limits of not less than $3,000,000.00 inclusive for personal injury to one or more persons and property damage arising from any one accident or occurrence, and will supply the University with a certified copy of such insurance policy, which policy shall provide that the coverage shall not be terminated without 30 days' prior written notice to the University which shall be listed as a co-insured in the policy. In addition, the Union shall carry an insurance policy for a limit not less than the estimated replacement value of the improvement, chattels, equipment and furnishings and the Union shall supply the University with a certified copy of such insurance coverage which shall provide that such coverage shall not be terminated without 30 days' prior written notice to the University which shall be listed as a co-insured. The
insurance policies shall preclude subrogation claims by the insurer
against anyone insured thereunder. In addition thereto, the Union
shall maintain an insurance policy or policies during the construction
of the Improvement insuring the Union and the University against
"all risks" in an amount and upon terms as are stipulated from
time to time by the University.

PART FOUR

4. (a) TERMINATION

The University may, without prejudice to any other rights or
remedies that it may have, terminate this Agreement at its option
forthwith and without compensation to the Union upon the occurrence
of any of the following:

(i) The cancellation of the liquor licence by the Liquor
Licence Board of Ontario;
(ii) The failure of the Union to meet its financial obligations
relating to the operation and management of the Student Pub
as and when they generally become due;
(iii) Upon any of the occurrences as set forth in paragraph
1(f) hereof;
(iv) Upon the Union being adjudged bankrupt or making a
general assignment for the benefit of its creditors or
if a receiver is appointed on account of its insolvency;
(v) The failure of the Union to pay the maintenance,
housekeeping and utility charges of the University as set
forth in paragraph 3(i) hereof;
(vi) Upon any repeated suspension of the liquor licence
by the Liquor Licence Board of Ontario, or any persistent
breaches or numerous breaches of any of the provisions of
this Agreement by the Union after notification of the breaches
has been given to the Union and the Union has failed to
rectify them or numerous breaches continue to occur.
It is understood and agreed that in the event of such termination by the University, the University shall not be responsible for any or all of the expenditures and indebtedness of the Union for the Improvement. In addition to the right of the University to terminate for cause as set forth above either party may give written notice to the other of its desire to terminate this Agreement six months prior to a termination date specified in the notice. Provided that if the University cancels this Agreement on six months' notice then the Union shall be entitled to compensation from the University for capital expenditures on the Improvement equal to the original capital cost thereof less 1% of same for each month that the Student Pub has been constructed. For greater certainties the Union shall not be entitled to any further reimbursement by the University.

(b) TEMPORARY SUSPENSION

Without derogating from the rights of the University for breaches of this Agreement by the Union the University, in addition to the right of termination as set forth in paragraph 4(a) hereof, shall have the right, as a result of any breach of this Agreement, to immediately suspend operations of the Pub for a period not exceeding 48 hours. The Union acknowledges the University's right to post in a conspicuous place at the Student Pub the hours that the Student Pub will be closed and the reason for such closures.

(c) REPAYMENT OF INDEBTEDNESS

If at any time during this Agreement or after termination thereof, the Union is indebted to the University for any sum arising out of the construction of the Improvement, management or operation of the Student Pub, payment of maintenance, housekeeping and utility charges of the University or for indebtedness based on obligations of the Union honoured or assumed by the University whether or not the University had any legal obligation to honour or assume same which have not been paid or performed within 30 days of written demand by the University, the University shall be entitled to withhold
20% of all future Student Union activity fees collected by the University on behalf of the Union and apply each such fee against the principal indebtedness owing by the Union plus any interest costs incurred by the University until the said indebtedness and interest costs have been paid in full.

PART FIVE

MISCELLANEOUS PROVISIONS

(a) GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario and any proceedings hereunder shall be conducted in the Court of the Province of Ontario.

(b) WAIVER

No departure from or waiver of any of the terms of this Agreement by the University shall be deemed to authorize any prior or subsequent departure or waiver, and neither party shall be obliged to continue any departure or waiver or to permit any subsequent departure or waiver.

(c) TIME

Time shall be of the essence in this Agreement.

(d) SERVICE OF NOTICES

Any notice, direction or other instrument required or permitted to be given by either party if required in writing may be given by delivering same to the President or Vice-President (Administration) of the University, or the President or Business Manager of the Union or may be given by mailing same postage prepaid at the following addresses:

Lakehead University
Postal Station P
THUNDER BAY, Ontario
P7B 5E1

Lakehead University Students' Union
c/o Lakehead University
Postal Station P
THUNDER BAY, Ontario
P7B 5E1
Any notice, direction or other instrument as aforesaid if delivered shall be deemed to be given or made on the day on which it was delivered or if mailed shall be deemed to be given on the second business day following the day on which it was mailed.

(e) **ENFORCEMENT**

This Agreement shall enure to and be binding upon the parties hereto, their respective successors and assigns.

(f) **HEADINGS**

The paragraph headings in this Agreement are for convenience only, and shall not be construed to effect the meaning of the paragraph so headed.

IN WITNESS WHEREOF the parties hereto have heretounto affixed their corporate seals, duly attested by the hands of their proper officers in that behalf on the 6th day of April 1982.

BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY

Per: [Signature]
President

Per: [Signature]
Vice-President (Administration)

LAKEHEAD UNIVERSITY STUDENT UNION

Per: [Signature]
Pres.

Per: [Signature]
VP Internal
Appendix VI Stages of Construction of Lakehead University
The Drawings and Specifications (design/build) for a 4000 sq. foot structure to house the Building Maintenance Department were sent to ten contractors on July 7 with a closing date of July 21st. The result of this tender is as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay Walsh Ltd</td>
<td>263,000</td>
</tr>
<tr>
<td>Sillman Company (Construction) Limited</td>
<td>295,000</td>
</tr>
<tr>
<td>MNT Builders Ltd.</td>
<td>296,000</td>
</tr>
<tr>
<td>Sentinel Contracting Ltd.</td>
<td>309,860</td>
</tr>
<tr>
<td>Tom Jones Construction</td>
<td>347,000</td>
</tr>
<tr>
<td>Gateway Building &amp; Supply Limited</td>
<td>No Bid</td>
</tr>
<tr>
<td>Projecta Engineering &amp; Construction Inc.</td>
<td>No Bid</td>
</tr>
<tr>
<td>Rossdale Renovations Ltd.</td>
<td>No Bid</td>
</tr>
<tr>
<td>Stead &amp; Lindstrom (1977) Limited</td>
<td>No Bid</td>
</tr>
<tr>
<td>A.J. Wing &amp; Sons Construction Limited</td>
<td>No Bid</td>
</tr>
</tbody>
</table>
2. Maintenance Building

The Committee supported Administration’s proposal for the construction of a new Maintenance Building near the Townhouse Residences, provided funds are available. Such support is given on the grounds that centralizing maintenance facilities will improve supervision, productivity and worker morale. At the same time, the Committee would like to experiment with a design construction approach to this project and since this project is estimated to be approximately $250,000 it seems like an appropriate time. The Board’s Executive Committee would have the opportunity to review all bids before a contract was awarded. Accordingly, the Committee recommends:

That we invite bids from appropriate contractors to design and construct a Maintenance Building to meet our specifications.
CORRIDOR SUBMISSION

Lakehead University

20 October 1989
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<thead>
<tr>
<th></th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
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<td>Introduction</td>
<td>1</td>
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<tr>
<td>2</td>
<td>Description of the Planned Corridor Change</td>
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<td>5</td>
<td>Appendix</td>
<td>11</td>
</tr>
</tbody>
</table>
1. Introduction

Lakehead University is pleased to respond to OCUA's call for proposed corridor changes by submitting this document which includes both a flow-through component and a modest growth component in several of our undergraduate and graduate programs.

Lakehead University is proposing a new corridor mid-point of 9100 BIU's. Lakehead's current corridor mid-point is 6,598 BIU's. The new figure combines an increase over our present 7,000 BIU count of 1,065 for flow-through and 1,035 BIU's for planned growth in a number of areas in which we either have spare capacity or in which we are planning for modest growth in accordance with our academic plan and provincial priorities.

These figures have been arrived at after much thought and reflection both in the ongoing process of academic planning at Lakehead University and an open consultative process related specifically to this submission. The latter process was coordinated by the Senate Academic Committee which, after circulating a "Green Paper" on the topic, consulted each academic unit and then, after integrating the input, a detailed proposal was made to the University Senate. The Lakehead Senate approved the proposal unanimously.

Lakehead University is of the opinion that this submission not only meets provincial priorities but also our own internal planning goals which are, and have been for some time, linked with our special regional role and mandate. We are also of the opinion that what we propose is a reasonably modest combination of flow-through and planned growth. The proposed student growth at Lakehead is consistent with our long range capital development program for the institution.

In our discussions concerning this process great emphasis was placed on what could be termed the "achievability" of what we propose. In this regard we would like to indicate at the outset that we are such a relatively small element of the system and so geographically distant from the larger population centres that we are
by no means fully masters of our own fate. Our efforts in many areas could be swiftly negated if OCUA does not provide us with some degree of protection against uncontrolled growth in certain program areas at other, larger institutions. We are thinking especially of program areas such as Education, Engineering and Nursing. Therefore, we urge that in the process of corridor negotiations OCUA pay careful attention to the former Minister's remark on page 10 of her July 31st, 1989 letter to the chairman of OCUA:

I also agree that the above increase should be negotiated with due care and attention to the fact that some institutions could be vulnerable to the actions of others in some specialized program areas.

In terms of "achievability" we should also like to point out that we are well aware that we are proposing modest growth in some areas where the national trend line in terms of applicants or registrants is either downwards or somewhat volatile. Some of the reasons we do this are system related in that they are called for in the list of priorities identified by the government. Some other reasons are institution specific in that in some of these areas we have spare capacity which we believe should be filled, either because they are closely related to our regional mission, such as Forestry, or because they are cognate to other existing academic units. Clearly achieving the growth we estimate in these areas will not always be easy but we do believe the added efforts we are prepared to make are likely to be rewarded and in the best overall interest of the province.

2. Description of the Planned Corridor Change

There are several components to Lakehead University's proposal for a new corridor mid-point of 9100 BIU's. These include:

i) the flow-through of students,
ii) expanded undergraduate and graduate enrolments in areas where we have spare capacity,

iii) planned growth in undergraduate and graduate areas where incremental additional resources will be required, and

iv) new undergraduate and graduate programs that we hope to bring on stream over the next few years.

In terms of the flow-through of students we believe the OCUA estimate for Lakehead is a reasonable one. That is the flow-through of students alone, assuming an average drop out rate, would likely result in Lakehead having a BIU count of 8,065 by 1991. We have recently been expending effort upon improving our retention rates and we shall continue this emphasis. Indeed as of the date of preparing this submission our drop out rate is half what it was at this time last year.

Lakehead University has several areas in which we have what could be termed spare capacity. This is where additional students could be taken and would require few additional resources. This applies selectively to both undergraduate and graduate areas. At the undergraduate level our Forestry, some of our Engineering programs and some of our Arts and Science programs such as Sociology, Economics and Mathematics have spare capacity. Lakehead's submission is predicated on being able to utilize much of this capacity. We shall endeavour to attract students in these areas, some of which are ones which have seen a softening of demand nationally. Clearly this will involve making greater efforts to recruit and retain students in these areas. These efforts we are prepared to make and we feel that in most cases, such increases are also being sought as provincial priorities. In some we anticipate a rise in demand as the result of a cyclical pattern. This may well be the case in Forestry for example. However, as will be indicated later, we also have plans for our School of Forestry which we think will attract more students. At the graduate level we have placed some emphasis of late upon recruiting students to areas where enrolments are not what they used to be. We have had some success in this and we
anticipate more.

Lakehead University also hopes to achieve modest growth in some areas where we have experienced a trend for students to enrol in larger numbers (i.e. where demand is increasing) but where we have no spare capacity and would need to enhance faculty and other resources modestly. This applies to our submission in relation to the Departments of History, Political Studies, Psychology, Education, Music and French. One specific aspect of Lakehead's proposed growth includes additional intake of 100 additional B.Ed students in 1991-92. While the increases we have experienced in recent years are sometimes quite large in percentage terms they are often not that large in absolute numbers. However, we think we should respond to the demand experienced as most of the students in these areas come from the region and it would be an aspect of fulfilling our regional mandate.

Lakehead also wishes to continue to implement aspects of its five year academic plan by instituting new programs at both the undergraduate and the graduate level. At the undergraduate level these programs are a B.Sc in Anthropology (to add to the BA), a degree in Tourism offered via our School of Outdoor Recreation and a B.Sc in Resource Management and Environmental Studies offered via our School of Forestry. At the graduate level the new programs that we wish to proceed with are masters degrees in Social Work, Geography, Engineering, Political Studies, and Northern Studies as well as a doctorate in Psychology. We have included the BIU's attached to these in our figures in the attached tables although we are quite aware that these programs all have to receive OCUA approval and the graduate ones also have to receive OCGS approval.

As can be observed in the attached tables no one individual program, either new or expanded, adds a great number of BIU's (with the possible exception of the new program proposed in Tourism within our School of Outdoor Recreation). However, the cumulative effect is to add slightly fewer BIU's than would be expected from the flow-through of students for a combined total of 2,100 BIU's over our current level of 7,000.
3. Justification

Lakehead justifies its submission on several bases. These are accommodating provincial priorities, acting upon our five year academic plan, attempting to meet student demand, and meeting our special regional and northern mission. Each of these will be discussed in turn and related to some of our specific proposals. It should be pointed out that many of the areas in which we plan for some growth can be justified on more than one of these bases and, in fact, many of them can be justified in terms of all of them.

The single largest component of the BIU increase towards our proposed new corridor level relates to the first provincial priority identified, namely maintaining 1988/89 levels of first year admission or meeting what earlier in this submission has been termed "flow-through". Meeting this priority accounts for approximately 50% of our proposed increase in BIU's.

Other elements of our submission meet the second provincial priority identified, namely increasing science and engineering enrolment. We shall increase enrolments modestly in some undergraduate science areas such as Mathematics, Biology and Physics. We shall also increase graduate enrolments especially in those areas where we currently have spare capacity such as Biology.

Still other elements of our submission relate to the third priority indicated by the provincial government, namely increasing health science enrolment in nursing and occupational therapy/physical therapy. We plan to increase our nursing intake significantly and expand somewhat our continuing education activities in this area. The emphasis will be on Post-Basic preparation which is demonstrated to be the area of greatest societal demand. Considerable emphasis will also be upon direct marketing to college graduates which could be regarded as a type of transfer program. A new off-campus post Basic RN will be added which will have increased emphasis in rural health care delivery and primary health care where Bachelors preparation is necessary. While it does not effect our BIU count we should like to
note that we have entered into a co-operative arrangement with McMaster concerning a northern component in their new PT/OT program.

Lakehead also plans to increase its intake of education students to meet the fourth provincial priority identified, namely increasing teacher education enrolment. Our ability to do this to the extent predicted here is, however, contingent upon receiving approval for expansion and renovation of our School of Education as we have reached the limits of our current physical capacity. Lakehead currently has before the Ministry of Colleges and Universities an application for capital funding for an addition to and renovation of the Bora Laskin Building which houses the School of Education. This proposal would be put forward regardless of additional increased intake because of existing enrolment and out of date facilities. In this area we would also have to commit fairly significant new human resources. Such an expansion meets regional and other priorities and is quite important, however, we worry that the rumoured huge expansions elsewhere could detract from regionally balanced growth.

The fifth priority identified by the provincial government is an increase in graduate enrolment. Here again Lakehead University intends to help meet this priority in a modest way. We plan to increase our enrolments in existing programs that have some spare capacity or which are unnaturally low in enrolment at the moment (such as Biology). We also plan to expand our range of programs to both meet regional needs as identified in our academic plan and broaden the graduate studies and research base generally at Lakehead University. All of the proposed new discipline based graduate programs have a northern regional emphasis and are intended, in part, to dovetail with plans being developed by the newly established Centre for Northern Studies for an interdisciplinary masters degree in Northern Studies. Thus while we are expanding the base we are doing so with a clear field of focus and attempting to concentrate resources to fulfil our regional mandate. It should be noted here that the Political Studies proposal is being developed jointly with Laurentian University's department of Political Science. It should also be
noted that the Psychology Departments proposed doctoral program also meets a clear
northern regional need.

The sixth priority identified by the provincial government is to increase French language program offerings. We have recently experienced a gratifying increase in the number of first year entrants to French. Therefore we have built into our submission some modest growth in our French department.

Lakehead University also justifies its submission on grounds other than meeting provincial priorities. It justifies them also on the basis that they meet objectives identified in the Lakehead University Plan passed by Senate in February 1987. A copy of that Plan accompanies this submission. However we should like to highlight some of the areas where this submission matches the Academic Plan.

In the undergraduate area the Academic Plan called for the exploration of new program areas of regional relevance and the reorientation of some existing ones to the same end. The centre for Northern Studies has plans for some undergraduate programming. In addition, the School of Outdoor Recreation is proposing to expand into the area of Tourism in response to the size and importance of that industry in our region. Moreover, the School of Forestry plans to add a new B.Sc in Environmental Studies and a focus in its other programming on natural resource management. These proposals came as the result of the investigation of the appropriateness of these areas by Study Groups formed as a result of recommendations in the Academic Plan.

In the area of new graduate programs the Academic Plan calls for a general broadening of the number and the deepening of their scope and also initiated an examination of what was desirable and possible in several areas. What is proposed here is the result of these deliberations. The Academic Plan called for the establishment of a Centre for Northern Studies which would have associated undergraduate and graduate programming and for a general concentration of our efforts upon making our programs regionally relevant. By this means it was intended that we would more fully become both a university in and for the north. The Centre for Northern Studies has been established and faculty hired who have a strong research
focus. Plans are being prepared for an interdisciplinary masters degree in Northern Studies. Plans are even further advanced for other graduate programs also identified in the Academic Plan and which have a northern ambience. The proposed Masters in Social Work will emphasize northern practice, the Geography proposal will emphasize what that department terms hinterland studies, the Political Studies proposal has a heavy emphasis on politics and policy in the north and is likely to be mounted in conjunction with Laurentian University. The proposed Psychology doctoral program will emphasize clinical practice in northern and remote settings. Thus Lakehead is trying to gain maximum benefit from existing and new graduate programs by trying to have many of them relate thematically to one another so that maximum benefit can be gained. The theme is our region and ones like it. Thereby we hope to enhance our graduate work and research but to also do so in a manner which is of assistance to our region as called for in the Academic Plan.

Lakehead University also justifies this submission on the grounds that it should attempt to meet student demand in those areas where it is felt. We have seen significant increases in students in programs such as History, Political Studies, Psychology, Education, Music and French. It seems to us that it is likely that this trend will continue. Most of the students entering these programs come from the region and expansion of such programs could also be justified in terms of meeting regional access needs.

Lakehead University also justifies its submission on the basis of attempting to fulfill our special northern and regional mission. Lakehead University is one of the opinion that it has a role that is significantly different from most other universities in the Ontario system in that it exists in a region with a markedly different economy and society and with a lower standard of living. Thus we believe we have to be not only a regional access point but also a university that is oriented towards actively assisting in regional economic, social and political development. We tend to look to other universities with a similar role in similar regions in other nations and we tend to conclude that we still have a long way to go before we are able
to perform a similar service. The universities we refer to are Oulu in Finland, Umea in Sweden and Tromso in Norway. These have a wider range and greater depth of programming and perform more regionally relevant research than we are able to. This is, of course, a consequence of them being more consciously established by government with those purposes in mind than was the case with ourselves. It is because of our keen sense of having to meet some serious and immediate regional needs that much of what is proposed here in terms of growth above flow-through is regionally related. This is true of many of our undergraduate program plans and of many of our graduate program plans.

4. Concluding Remarks

Lakehead University wishes to be able to grow for reasons that are additional to those already cited. Lakehead University prides itself on the high quality of its offerings and takes very seriously the various provincial and national accreditation and appraisal processes. As a small institution Lakehead wishes to attain what could be termed a more viable size. Smaller universities, such as Lakehead, would have to continue to struggle to maintain teaching, research and scholarly standards as well as competitive employee benefits if they were to have the relatively stagnant financial resources that little or no growth means.

Lakehead University also wishes to grow beyond the flow-through number because we do not believe any university can allow itself to become frozen into relatively fixed set of undergraduate and graduate programs when it does not have a wide range of either. In addition the evolving needs of the society and our region also require that there is a constant process of program adaptation and change. In event if ossification occurs, dullness and irrelevancy are likely to follow.
Further development and enhancement of Lakehead University is in itself a further specific component of northern economic diversification and as such a reinforcement of the government's commitment to northern Ontario.
LAKEHEAD UNIVERSITY
BOARD OF GOVERNORS

ANNUAL REPORT OF THE CAMPUS DEVELOPMENT COMMITTEE
SEPTEMBER 26, 1990

Once again this Committee has been very active with six meetings to review, consider, and recommend where necessary in connection with the several projects that for the most part are quite visible on campus, either completed or in the process of construction.

1. TOWNHOUSE RESIDENCES

The project which provided 142 additional beds was essentially completed in time for occupancy on September 1, 1989. The project was completed within the total budget of $3,600,000.

2. NORTHERN FOREST BIOLOGY BUILDING

Construction is very near completion, after being delayed somewhat due to the construction strike. It may be possible for occupancy in October. It appears that costs will be contained within the available budget.

3. REGIONAL EDUCATION CENTRE/STUDENT CENTRE

This project which involved a partnership between Lakehead University and the Student Union was the major focus of the Committee's attention throughout the year. It was a difficult project coordinating the design development for two separate buildings but to be joined and constructed as one project. Numerous delays occurred which saw the tender award date moved from November as originally contemplated, to July when it actually occurred.

During the design stage, it became apparent that the projected cost of the Student Centre would far exceed the Student Union's budget, and the University found that the Regional Education Centre was not large enough to accommodate its needs. With agreement of both parties, the University took over space below the Student Centre which alleviated the problem for each party. The tender price of $7,566,093 submitted by Tom Jones Construction Inc. was accepted and allowed both parties to stay within their original budgets.

Completion is expected in December, 1991.
MAINTENANCE BUILDING

A new maintenance building was constructed on a site adjacent to the Townhouse Residences. This location allows most maintenance personnel to work out of an area closer to the main buildings whereas formerly they were situated across Oliver Road. The building was constructed by Bay-Walsh Construction Limited at a cost of $264,775 and was completed in January 1990.

MAJOR RENOVATIONS

The Board was confronted this past year with several major breakdowns in our electrical and mechanical system. The annual submission to the Ministry for Renovation funds was centred around the replacement or repair of the most serious conditions. In this regard, since annual funding is limited to approximately $420,000, we submitted a request for $893,000, being about two years' funding. It is expected we will receive about 85% of the total request.

HEALTH EDUCATION RESOURCE CENTRE

In June, the Province announced the allocation of $9,000,000 from the Northern Ontario Heritage Fund for the development of health resource centres in Sudbury and Thunder Bay. Based upon this announcement the Committee has considered the construction of a Health Education Resource Centre to serve as the base for joint health education programs developed by Lakehead University, McMaster University, and the Northwestern Ontario Medical Program.

Based upon the need to have this facility ready to meet the first students by mid-1991, a construction management approach has been undertaken. Subsequent to an invitation for proposals to design and building such a facility, the firm of A.J. Wing & Sons Construction Ltd. in association with Peterson & Habit Architects were chosen.

The first phase which the Committee will review on September 18th, includes a conceptual design, but with sufficient specifications to allow Wing to declare a guaranteed maximum cost. If the Committee is satisfied it will recommend to the Executive Committee that the project move into Phase 2 which includes detailed drawings and specifications.

Respectfully,

L. Gallagher, Chairman
Campus Development Committee

Members:

M. Boone
T. Christiansen
J. O'Brien
R. Rosehart
T. Seuret
5. Naming of New Residences

Moved by Dr. Rosehart, seconded by Dr. Bloom that the six new townhouse residences be named: Nakina House, Ignace House, Keewatin House, Beardmore House, Wabigoon House, and White River House.

Carried unanimously.
(8 members voting, excluding the Chairman)
LAKEHEAD UNIVERSITY
MEMORANDUM

TO: Board of Governors' Campus Development Committee

FROM: Mr. F. L. Poulter
Vice-President (Administration)

DATE: 12 October 1990

SUBJECT: Additional Townhouse Residences

Since the construction of the existing townhouse residences with 142 beds including two handicap units, we have been aware that if we had built more beds initially, we could have filled them. The significant enrollment increase this year created a large waiting list of students looking for residence accommodation, prior to registration. Obviously many students found accommodation off-campus, or decided not to come. We believe that additional residency accommodation will allow the University to attract first year students who otherwise may not come due to a lack of accommodation on-campus.

In a small way we wish to propose the construction of additional townhouse units to accommodate 96 additional students. Any such accommodation may provide for some capability to look after handicapped students although at this time we have only two handicapped students in a townhouse.

We have approached MNT Builders Limited (see attached) to obtain budget pricing for construction of new townhouses, similar to our existing ones. Their report is attached and indicates that one building containing 24 beds would cost approximately $446,000, based on the noted assumptions. This is a cost of $18,583 per bed. We must build in costs for furniture, furnishings and equipment of an estimated $4,000. There will be other costs but we do not anticipate significant costs for service connections, professional fees, site development, etc. The total cost per bed of 142 beds in our initial construction phase was $25,000. We believe that a budget of $25,000 per bed for a second phase is still possible.

The funding implications for a multi-sized project are set out below.

<table>
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<tr>
<th></th>
<th>96 Beds</th>
<th>72 Beds</th>
<th>48 Beds</th>
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<tbody>
<tr>
<td>Cost at $25,000 per bed</td>
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<td>$1,800,000</td>
<td>$1,200,000</td>
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<tr>
<td>Funding:</td>
<td></td>
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<tr>
<td>Draw from Residence Revenue Fund</td>
<td>450,000</td>
<td>450,000</td>
<td>450,000</td>
</tr>
<tr>
<td>Draw from Health Centre Project</td>
<td>450,000</td>
<td>450,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Bank Financing (see attached)</td>
<td>900,000</td>
<td>900,000</td>
<td>600,000</td>
</tr>
<tr>
<td></td>
<td>$2,400,000</td>
<td>$1,800,000</td>
<td>$1,200,000</td>
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</tbody>
</table>
Financing cost per bed per month for an 8-month academic year

<table>
<thead>
<tr>
<th></th>
<th>96 Beds</th>
<th>72 Beds</th>
<th>48 Beds</th>
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<tbody>
<tr>
<td>Estimated monthly rental September, 1991</td>
<td>254</td>
<td>204</td>
<td>204</td>
</tr>
<tr>
<td>Available for Other Operating</td>
<td>307</td>
<td>307</td>
<td>307</td>
</tr>
</tbody>
</table>

The balance available for operating is sufficient for 48 and 72 beds but not for 96 beds at this time. We should consider that the financing cost is relatively fixed, but the monthly rental and other operating costs will increase annually. If we assume a 5% rental increase annually, we will have a break-even on costs in 1995 and thereafter there should be excess revenue for unforeseen situations. Our rental rates for other residency accommodation is near the low end of rates in the Province for similar accommodation. This would indicate that there is a margin for future annual increases to meet any borrowing from the University, and other unforeseen costs.

Our ability to draw $450,000 from the Health Care Project is not confirmed. If such funds were not available, then a 72-bed project could be considered with the draw from the Residence Reserve Fund of $450,000 and bank borrowing of $1,350,000. The monthly cost to repay this loan will approximate $305, and thus in the initial years there would be a deficit in the operation. However, with projected rental increases we estimate that in 1999 the revenue will be sufficient to finance the operating and financing costs. Thereafter there will be an annual surplus while the loan is being paid off. Another possibility would be income from the next major fund-raising campaign to start later this year.

There are several possible site locations identified on the attached sketches. Each has its own uniqueness and site development costs could vary significantly. If we could provide for a quick start to such construction this fall before freeze-up at least to the foundation stage, it is possible to have the units ready for occupancy on September 1, 1991. In order to facilitate this construction we propose the retention of the architectural firm of Graham, Bacon and Welter as project architects and who were the architects for the original townhouse construction, and the construction firm of MNT Builders who were the contractors. We should endeavour to arrange a project management approach with an outside cost limit for project management and construction but excluding costs the University would normally incur.

Therefore we ask the Campus Development Committee to consider:

1. The retention of Graham, Bacon and Welter Architects and MNT Builders Limited as a project team to quickly consider the feasibility of the project and include project cost but excluding furnishings, at a cost not to exceed $5,000, and

2. If a project can be built for a total finished cost of $25,000 per bed, that they proceed with construction immediately of a townhouse project to contain 96 beds with a guaranteed completion and ready for occupancy by September 1, 1991.

Respectfully submitted,

F. L. POULTER
Vice-President (Administration)
LAKEHEAD UNIVERSITY

MEMORANDUM

TO: Board of Governors' Executive Committee

FROM: Mr. F. L. Poulter
Vice-President (Administration)

DATE: February 13, 1992

SUBJECT: PROPOSED TOWNHOUSE RESIDENCE

At the December meeting of the Executive Committee, the Committee approved a recommendation from the Campus Development Committee, as follows.

A contract be awarded to MNT Builders Ltd. in the amount of $1,435,663 including G.S.T. for the construction of a 48-bed residence, a laundry room, and the site services subject to completion by August 7, 1992 and Heritage Fund funding being in place and that additional residence beds be considered when full funding is known.

The report submitted at that time in support of the recommendation outlined the comparative costs of a new residence based on 48 beds, 72 beds and 92 beds. Although the 48-bed residence would have had the lowest overall cost, the cost per bed was exceedingly high as described in the supporting schedule. As in all of our Residence projects, the operating revenue and costs create an annual deficit for about 6 years and after 10 years the accumulated deficit is retired and an operating surplus exists thereafter. Thus, the Northern Heritage Fund's assistance was essential to the feasibility of the project and the reason for the qualified recommendation noted above.

In late January, we received word that the $500,000 funding assistance was approved but it would support soft costs of the project only as they relate to a 24-bed residence which is the number of beds to meet the needs of medical students. We have been able to demonstrate that a 24-bed residence has soft costs including an operating deficit to warrant the $500,000 funding assistance. Thus we have satisfied the Heritage Fund funding requirement.

We next approached the contractor, MNT Builders Ltd., with the view to reduce the cost of the contract, and in particular a 96-bed residence since it was a more feasible project. The contractor suggested to us that he would like to prepare a price for a 144-bed residence as well as reduce the costs of the 96-bed alternative. The supporting schedule illustrates the reduced cost of a 96-bed residence but also shows the reduced costs per bed with respect to a 144-bed residence.

We have also had negotiations with the Health Sciences Resource Centre with respect to financial assistance towards the furniture cost of 24 beds which will be available to medical students. This has resulted in a commitment for $80,000 and is shown on the supporting schedule. The cost reduction from this source effectively reduces our total cost per bed to $25,216. This bottom-line cost is less than our cost on a per-bed basis for Phase II.
Respectfully,

By August 7, 1992, construction of a 144-bed residence, laundry room and site services subject to completion contract between MNT Builders Ltd., in an amount not to exceed $3,391,928 including GST, for the Project. The proposed Townhouse Residence be awarded and that a contract be awarded to respect to the Executive Committee, the initial resolution with respect to recognizing the Executive Committee's original resolution with and costs directly to the Executive Committee.

Accordingly, we are bringing this revised project extended the original 60-day time limit. Accordingly, we are bringing this revised project investigating some possible soft cost reductions. There is urgency since the contract date this is urgent, since the contract date is 96-bed residence, which we broke even on an annual basis one year earlier. With a 144-bed residence, we expect to break even on an annual basis one year earlier. We are still unable to conclude a meeting of the Campus Development Committee. Since we were only able to complete all negotiations last yesterday, we were unable to complete the final negotiations.

Since the original project concept, the capital cost per bed and increased revenue from more beds actually makes a better project. The lower year earlier and any accumulated deficit is similarly retired one year later. Thus, the lower 96-bed residence brings us to an annual operating surplus in 1998 and the accumulation.

When we calculate our operating position, we find that the lower cost for a 96-bed residence brings us to an annual operating surplus in 1998 and the accumulation.

The Board of Governors, Executive Committee, Page 2
February 13, 1992
II Townhouse Residences, but subject to further negotiation as to the precise form of collateral with the Royal Bank of Canada.

Carried unanimously.
(6 members voting, excluding Chair)

[Dr. Colquhoun joined the meeting]

8. Proposed Townhouse Residence Construction

Mr. Poulter summarized his memorandum of 13 February 1992 which was circulated at the beginning of the meeting. He indicated that meetings with the contractor had just ended the previous day so this proposal had not gone to the Campus Development Committee and the Financial Planning Committee. He added that time was of importance because the tender deadline had passed. The contractor had verbally agreed to extend the deadline a few days. The Health Science Resource Centre has agreed to provide $80,000 toward the cost of furnishing the 24 bed portion designated for use by medical students.

[Dr. Bloom joined the meeting]

Questions arose regarding the contractor’s guarantee of finishing by August 7, 1992. Committee members were assured the contractor can meet this obligation. Other questions concerned the possible eventuality of these residence beds not being filled. It was suggested that enrolment projections were positive for next year and there were no indicators that it would change in the near future. In the long-term, if the residence space was not required by the University, it would be in an ideal location for other uses, for example, opening for rental to the community. Another question concerned the decision to go from a planned 96 bed residence to that of 144 beds. Committee members attention was brought to the price list attached to Mr. Poulter’s memorandum. It indicates a substantial decrease in the per unit price of the project.

Moved by Dr. Colquhoun, seconded by Mr. Beckford that the Board of Governors’ Executive Committee, on behalf of the Board of Governors, award a contract to MNT Builders, Ltd. in an amount not to exceed $3,341,928 including G.S.T. for the construction of a 144 bed residence, laundry room and site services subject to completion by August 7, 1992.

Carried unanimously.
(8 members voting, excluding Chair)
(9) Voting members, excluding the Chair

Carried unanimously.

All costs included, with a total budget of $24,900,000. The working budget at this time be $30,000 per bed, and placed out for tender, and working drawings and specifications be developed and reviewed and, if feasible, estimated. That the financial feasibility of the project be estimated and when a schematic drawing is available with a cost when a schematic drawing is available with a cost. The Committee

80 additional residence beds to the Campus Development to make a proposal for the construction of approximately 80 additional residence beds to the Campus Development. We invite the firm of Graham, Bacon & Webster, Architects.

1.1

We invite the firm of Graham, Bacon & Webster, Architects.

1.1

Occupancy by September 1, 1992, subject to the completion of the project to guarantee student

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Committee for consideration. Proposed purchase would be brought back to the Board of Governors’ Executive Committee for its present appraisal value. There have been several inquiries and any program has moved to the new building on campus. He suggested that it be sold.

considerations. Cornwall School would be closed once the Music and Visual Arts buildings are completed. Dr. Rosenthal informed the Executive Committee that due to budgetary

Cornwall School.

Field. Trees damaged when the space in which they were planted was used as a playing

They have this year. After further discussion, a suggestion was made that small

removal of trees. A suggestion is that a tree-planting program be instituted.

The President has received some negative comment from students about the

July, and site clearing has already commenced.

the Townhouse Residence, Phase II. The estimated date of completion is mid-

The construction firm with a negotiated price being about $1,000,000 less than

The contract has been signed with firm #8 in the Minutes of 13 February 1992. The contract has been signed with

The Board of Governors’ Executive Committee, at its Meeting of 13 February

Townhouse Residence Construction
expected that occupancy will take place by September 1st.

The residences are essentially completed and at the time of writing this report it is

expected that occupancy will take place by September 1st.

The residences are essentially completed and at the time of writing this report it is

expected that occupancy will take place by September 1st.

The residences are essentially completed and at the time of writing this report it is
A short time ago we opened a short discussion with this Committee on the feasibility of constructing a new Maintenance Building on our site adjacent to the new Residence Townhouses.

At the present time our building maintenance personnel are located in the warehouse building on the north side of Oliver Road. Some staff are located from time to time in trailers on site near the Resident Townhouses. Our mechanical maintenance personnel are located in basement quarters in the University Centre and such area is multi-level.

For the following reasons we would like to construct a new maintenance building on a site adjacent to the Residence Townhouses:

1. There is additional loss of real work time with maintenance personnel being located across Oliver Road, when most of their productive time is taken with buildings on the south side of Oliver Road. A permanent location on the south side will reduce lost time.

2. Relocation of building maintenance personnel to the south side where electrical and mechanical maintenance personnel are located will allow easier and more effective supervision.

3. We are attempting to improve worker morale and we believe that all maintenance personnel being centred in close proximity will facilitate management/worker interaction and support.

4. The relocation of mechanical maintenance to UC-0033 (a room in the University Centre on one level and with easier entry and egress for materials), will create a safer area and also one which should support better morale and productivity.

5. The construction of a new Maintenance Building and removal of old trailers adjacent to the residence Townhouses will enhance the total area.
$31,000

May 1990 - Sidewalk, Paving & Landscaping

$7,000

December - Equipment Reinstallation and Hook-up

$8,000

Building Contract (320)

$3,000

Preparation of site

August

Building Maintenance Department. These are other costs associated with the reinstallation of the system.

My recommendation is to allow for a 200% increase. This increase and other related changes result in a total cost of $31,000.

The recommendation increases the cost by $31,000 and covers the costs of all the labor, materials, and overhead associated with the building maintenance structure.

The maintenance building to be $31,000.

This increase is the result of the building changes. The building cost for the building includes labor, materials, and overhead.

The requirement increases the building cost by $31,000.

The voltage is to the building and transformer for a 400 amp.

The voltage is to the building and transformer for a 400 amp.

The requirement increases the building cost by $31,000.

The building capacity for the building is 200 amp. 3 phases, 200 volt service, but because of the limited capacity on the existing transformer, we were not able to service the building. All 3 phase, 200 volt service was because of the limited capacity on the existing transformer. The supply of electrical power only supports the existing transformer, as intended. The theoretical interpretation of the supply of electrical power was intended.
through allocation of accessibility funds to this project.

We are therefore recommending the construction of a new

additional cost $10,000.00.

square feet cost $25,000.00, and alterations to UC-0033.

We are estimating a building of approximately 4000

whereby contractors would be asked to submit their design and construction approaches.

We are considering a design construction approach to this project.

That site will allow us to center all grounds operation and equipment storage at.

The increased area available at the existing building across Oliver Road.

CAMPUS DEVELOPMENT COMMITTEE

May 18, 1989