



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

Monday, May 8, 2017

4:30 pm

Council Chambers

Civic Centre

	Pages
1. ADOPTION OF MINUTES	19 - 36
Mover Councillor M. Bruni Seconder Councillor S. Hollingsworth	
Resolved that the Minutes of the Regular Council Meeting of 2017 04 24 be approved.	
2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA	
3. DECLARATION OF PECUNIARY INTEREST	
4. APPROVE AGENDA AS PRESENTED	
Mover Councillor F. Fata Seconder Councillor S. Hollingsworth	
Resolved that the Agenda for 2017 05 08 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 Royal Purple Week	
Elsie Conley, Honoured Royal Lady	
5.2 Economic Development Corporation 2016 Activities and Results/Economic Development Week	

Tom Dodds, CEO – SSMEDC

5.2.1 *Supporting Documents* 37 - 127

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that all the items listed under date 2017 05 08 – Agenda item 6 –
Consent Agenda be approved as recommended.

6.1 Communications

6.1.1 Algoma Public Health 128 - 129

anti-contraband tobacco

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Whereas on June 25, 2012 Sault Ste. Marie City Council, upon receiving correspondence from the Ontario Convenience Stores Association, passed a resolution to support provincial budget commitments to eradicate contraband tobacco through implementation of additional regulatory, enforcement and other provisions in Bill 186 and amendments to the *Tobacco Tax Act* to increase fines, give more authority for law enforcement officials and strengthen strategies to address the manufacture and supply of contraband tobacco; and

Whereas additional information found in a 2012 slide deck from Imperial Tobacco Canada Ltd. (ITCL has recently come to light suggesting that the National Coalition Against Contraband Tobacco (NCACT) and the Ontario Convenience Store Association (OCSA) worked on behalf of ITCL to convince Ontario municipalities of the importance of the contraband tobacco problem; and

Whereas the 2012 ITCL slide deck makes clear that the anti-contraband campaign pursued by the NCACT and the OCSA in Ontario is designed in part to block tobacco excise tax increases and regulation of tobacco products generally; and

Whereas these other campaign objectives were not communicated to municipalities by either the NCACT or the OCSA during meetings with municipal staff or councilors; and

Whereas tobacco excise tax increases are proven to be an effective means of encouraging tobacco cessation; and

Whereas contrary to tobacco industry messaging, impartial research by the Ontario Tobacco Research Unit at the University of Toronto has shown that tobacco excise tax increase do not lead to large increases in contraband; and

Whereas the City of Sault Ste. Marie passed a 2015 resolution to support the 5 in 5 Algoma district strategy to reduce smoking rates by 5% in 2020; a target that requires the protection of our youth from tobacco industry products, tobacco tax increases to encourage smokers to quit and to raise revenue to offset the healthcare costs of tobacco use, which are more than double the current revenue raised from provincial tobacco taxes, to be achieved.

Now Therefore Be It Resolved that the City of Sault Ste. Marie rejects the tobacco industry anti-contraband campaign; and

Further that that the City of Sault Ste. Marie express to the Provincial Government its support of measures to encourage the cessation of smoking, thereby decreasing the significant healthcare costs associated with smoking and its support of measures to enhance enforcement activities designed to reduce the presence of contraband tobacco in Ontario communities.

6.1.2 Petition – Build a Bike Path on Second Line 130 - 149

Mover Councillor J. Hupponen
Seconder Councillor M. Shoemaker

Resolved that the petition to build a bike path on Second Line be referred to staff for review and report back to Council at the May 29, 2017 Council meeting.

6.1.3 *Correspondence from Councillor R. Romano* 150 - 150

6.1.4 *Correspondence from Councillor J. Krmpotich* 151 - 151

6.2 Why Do You Love Canada 152 - 152

6.3 Noise By-law Exemption 153 - 154

Letter of request for noise by-law exemption is attached for the consideration of Council.

Downtown Association Street Party

- Queen Street East from Pim Street to Dennis Street – Thursday, July 13, 2017 – 3 p.m. to 11:59 p.m.

Korah Relay for Life

- Korah Collegiate and Vocational School – 636 Goulais Avenue – June 2, 2017 – 7 p.m. to June 3, 2017 – 7 a.m.

The relevant By-laws 2017- 95 and 2017-97 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.4 Street Closing Requests 155 - 170

Letters of requests for temporary street closures are attached for the consideration of Council.

Downtown Association Street Party

- Queen Street East from Pim Street to Dennis Street – Thursday, July 13, 2017 – 3 p.m. to 11:59 p.m.

Car Free Saturday

- Queen Street East from Pim Street to Dennis Street – Saturday, July 29, 2017 – 8 a.m. to 1 p.m.

The relevant By-laws 2017-88 and 2017-89 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.5 Council Travel

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that Mayor Provenzano be authorized to travel to Ottawa for 2 days in May to attend the CANSEC Tradeshow 2017 at an estimated cost to the City of \$775.

6.6 Committee of Adjustment Appointment 171 - 172

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

The relevant By-law 2017-94 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.7 Tender for Asphalt (2017PWE-PWT-11-T) 173 - 175

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

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated 2017 05 08 be received and the recommendation that the tender submitted by Palmer Construction for the supply of Asphalt for the 2017 Construction Season commencing June 1, 2017 at the tendered pricing, HST extra, be approved.

6.8 Tender for Ready-Mix Concrete (2017PWE-PWT-10-T) 176 - 178

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

Mover Councillor F. Fata

Second Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated 2017 05 08 be received and the recommendation that the tender submitted by Lafarge for the supply of Ready-Mix Concrete for the 2017 Construction Season commencing June 1, 2017 at the tendered pricing, HST extra, be approved.

6.9 First Quarter Financial Report – March 31, 2017 179 - 198

A report of the Manager of Audits and Capital Planning is attached for the consideration of Council.

Mover Councillor M. Bruni
Second Councillor S. Myers

Resolved that the report of the Manager of Audits and Capital Planning dated 2017 05 08 concerning the First Quarter Financial Report to March 31, 2017 be received as information.

6.10 2018 Budget Formula Guideline 199 - 201

A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.

Mover Councillor F. Fata
Second Councillor S. Myers

Resolved that the report of the Chief Financial Officer & Treasurer date 2017 05 08 concerning 2018 Budget Formula Guideline be received as information.

6.11 2018 Budget Timeline 202 - 204

A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.

Mover Councillor F. Fata
Second Councillor S. Myers

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 05 08 concerning 2018 Budget Timeline be approved.

6.12 Carbon Monoxide Monitoring at City Facilities 205 - 209

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

Mover Councillor M. Bruni
Second Councillor S. Myers

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2017 05 08 regarding carbon monoxide monitoring within City facilities be received as information.

- 6.13 Sault Ste. Marie Slo-Pitch League Agreement 210 - 211**
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- The relevant By-law 2017-82 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.14 Request for Financial Assistance for Cultural Competitions – Sault Theatre Workshop's 212 - 213**
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover Councillor M. Bruni
Seconder Councillor S. Myers
- Resolved that the report of the Manager of Recreation and Culture dated 2017 05 08 concerning the request for financial assistance be received and that the recommendation of the Cultural Advisory Board that City Council approve a \$1,000.00 financial assistance grant for the Sault Theatre Workshops participation at Theatre Ontario Festival competition taking place May 17-21, 2017 in Ottawa, Ontario be approved.
- 6.15 Cemetery Beautification and Enhancement Program 214 - 215**
- A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.
- Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth
- Resolved that the report of the Deputy CAO, Community and Enterprise Services dated 2017 05 08 regarding the creation of a Cemetery Beautification and Enhancement Program be approved.
- 6.16 Economic Development Update Report 216 - 219**
- A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.
- Mover Councillor F. Fata
Seconder Councillor S. Myers
- Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2017 05 08 regarding economic development be received as information.
- 6.17 Community Garden – Forest Heights Park 220 - 226**
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.

The relevant By-law 2017-93 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.17.1 Correspondence 227 - 228

6.18 Sault Youth Soccer Club Agreement 229 - 230

A report of the Manager of Recreation and Culture is attached for the consideration of Council.

The relevant By-law 2017-81 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.19 Trans Canada Trail – Great Lakes Waterfront Trail – Signage Installation 231 - 235

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

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Resolved that the report of the Senior Planner dated 2017 05 08 be received and that Council authorize the re-allocation of \$41,000 of previously approved funding to implement the Trans Canada Trail/Great Lakes Waterfront Trail, as described in this report.

6.20 Active Transportation Infrastructure Implementation Strategy 236 - 261

A report of the Project Co-ordinator, Downtown Development Initiative is attached for the consideration of Council.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that the report of the Project Co-ordinator, Downtown Development Initiative dated 2017 05 08 be received as information and Council approve the proposed implementation strategy in principle.

6.21 East End Sewage Treatment Plant Primary Clarifiers and Bioreactor Engineering Services 262 - 263

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

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that the report of the Land Development and Environmental Engineer dated 2017 05 08 concerning the East End Sewage Treatment Plant primary clarifiers and bioreactor engineering services be received and that Tulloch Engineering be retained with an Engineering Agreement to be brought forward at a future Council meeting.

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|-------|--|-----------|
| 6.22 | Yates Avenue – Additional Acre – Sale to 1753495 Ontario Limited

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

The relevant By-law 2017-87 is listed under item 11 of the Agenda and will be read with all by-laws under that item. | 264 - 267 |
| 6.23 | Child Care Algoma Lease Agreement

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

The relevant By-law 2017-83 is listed under item 11 of the Agenda and will be read with all by-laws under that item. | 268 - 269 |
| 6.24 | Superior 7 Advertising Licence of Occupation for 331 Queen Street East

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

The relevant By-law 2017-84 is listed under item 11 of the Agenda and will be read with all by-laws under that item. | 270 - 271 |
| 6.25 | Ditching Program – 2017

A report of the Director of Public Works is attached for the consideration of Council.

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that the report of the Director of Public Works dated 2017 05 08 concerning Public Works 2017 ditching program be received as information. | 272 - 275 |
| 7. | REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES | |
| 7.1 | ADMINISTRATION | |
| 7.1.1 | Appointment of Additional Members - Finance Committee

Two additional members of Council may be appointed to the Finance Committee. | |
| 7.2 | COMMUNITY SERVICES DEPARTMENT | |
| 7.3 | ENGINEERING | |
| 7.4 | FIRE | |
| 7.5 | LEGAL | |

7.6 PLANNING

7.6.1 A-5-17-Z.OP – 1025 McNabb Street – Site Plan Control Designation 276 - 278

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

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that the report of the Senior Planner, dated 2017 05 08 be received and that Council designate the subject property as an area of Site Plan Control.

7.6.2 A-6-17-Z.OP – 677 MacDonald Avenue 279 - 286

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

The relevant By-laws 2017-91 and 2017-92 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

7.8.1 Immigration Action Committee 287 - 291

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that the report of Councillor R. Romano, Chair, Immigration Action Committee dated 2017 05 08 be received and that a second phase task force be struck with participation from the following organizations: City of Sault Ste. Marie, Local Immigration Partnership, SSM Economic Development Corporation, SSM Innovation Centre, Sault College, Algoma University, Chamber of Commerce, AWIC, Community Development Corporation, the Sault Ste. Marie Career Centre, the Sault Ste. Marie and District Social Services Administration Board and the private sector to execute the following deliverables:

1. Benchmark other communities and success stories; and
2. Explore a workforce development strategy engaging job seekers, employers and post-secondary institutions to affirm the skill requirements and the ability to fulfill these positions; and
3. Coordinate existing immigration attraction and support efforts that currently exist and are ongoing in the community; and
4. Apply for funding through the available programs at all three levels of government; and
5. Quantify and detail the current job opportunities and skill gap that exists in our community as well as forecast future need; and

6. Create a branding and awareness campaign to promote the opportunities and quality of life in Sault Ste. Marie, leveraging existing materials and creating new where gaps exist; and
7. Engage recruitment professionals who specialize in filling vacant positions that require specialized skills; and
8. Work with the SSMEDC to creation of an immigrant investment attraction and entrepreneurial program to remove barriers and create a support process and network; and
9. Creation of a newcomer support service which aims to connect newcomers with job openings in and business opportunities in our community.

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

8.1 2018 Budget

Mover Councillor M. Shoemaker
Seconder Councillor R. Niro

Whereas the community is facing extreme economic anxiety due to non-payment of taxes by the City's largest employer; and

Whereas the community has recently learned that continued non-payment of taxes by our largest employer could result in either a dramatic increase in taxes or significant layoffs; and

Whereas Council will need to avoid measures that would exacerbate the pain the community is already feeling; and

Whereas it is prudent to mitigate some of those measures to the greatest extent possible;

Now Therefore Be It Resolved that the five City departments, being: Public Works and Engineering, Emergency Services, Legal, Corporate Services and Community Development and Enterprise Services be directed to present to City Council 2018 preliminary budgets with a 0% increase over their 2017 approved budgets, including a list of cost saving options for Council to consider in achieving that 0% budget change; and

Further Be It Resolved that each City department provide a further list of cost saving options for Council's consideration to achieve a 1% overall reduction from their respective 2017 approved budgets.

8.2 Revenue Generating from Advertising

Mover Councillor M. Shoemaker
Seconder Councillor J. Krmpotich

Whereas the City of Sault Ste. Marie maintains park benches, garbage cans, bus stops and other permanent structures and objects throughout the City of Sault Ste. Marie; and

Whereas many municipalities in Ontario use their permanent structures and objects as advertisement revenue generators; and

Whereas the City of Sault Ste. Marie must look at every opportunity to generate new revenues to offset future municipal tax increases;

Now Therefore Be It Resolved that staff be requested to investigate using permanent objects and structures in the City of Sault Ste. Marie as revenue generating tools.

8.3 Algoma University Scholarships

Mover Councillor M. Shoemaker

Seconder Councillor F. Fata

Whereas children of employees of the City of Sault Ste. Marie are eligible for funding from scholarships with money provided to Algoma University by the City; and

Whereas all taxpayers should be eligible for scholarships funded by taxpayer dollars;

Now Therefore Be It Resolved that Council request that Algoma University change their criteria for granting the scholarships funded by the City of Sault Ste. Marie to allow all residents of the City to be eligible for said scholarships.

8.4 Red Pine Drive

Mover Councillor R. Romano

Seconder Councillor M. Bruni

Whereas building permits are no longer being issued to homeowners on Red Pine Drive given concerns over fire access and the lack of a municipally maintained roadway to service the said lots, notwithstanding that building permits have been issued in past years; and

Whereas the residents of Red Pine Drive are residents of Ward 6 and Sault Ste. Marie and contribute significantly to the City tax base and ought to enjoy the same services as all other city taxpayers

Now Therefore Be It Resolved that staff be requested to review and report back regarding all options, including those not utilized to date, to construct a City owned and maintained roadway to service the said properties that will ensure that residents in this area are afforded the same level of service as the rest of the City tax base and to ensure that building permits can once again be issued on this street.

8.5 Des Chenes Drive, Pine Shores Drive and Channelview Drive

Mover Councillor R. Romano

Seconder Councillor M. Bruni

Whereas Des Chenes Drive, Pine Shores Drive and Channelview Drive are

streets within Ward 6 and the City of Sault Ste. Marie and are made of gravel and not pavement; and

Whereas the residents of these three streets contribute to and make up a large portion of the City tax base and as such ought to be afforded the same level of service as the rest of the tax base, specifically a paved road;

Now Therefore Be It Resolved that staff be requested to review these streets and report to Council as to the cost of updating to pavement and possible funding options to complete these projects at the earliest opportunity.

8.6 Report on Community Improvement Plans and Tax Increment Equivalent Grant Programs for Commercial and Industrial Property Classes

Mover Councillor P. Christian
Seconder Councillor S. Butland

Whereas the *Planning Act, 1990* enables single-tier Ontario municipalities to enact by-laws respecting the creation of Community Improvement Project Areas and the adoption of Community Improvement Plans; and

Whereas Tax Increment Equivalent Grants are a grant available under Community Improvement Plans, and are used to return the full or partial amount of the property tax increase arising from the redevelopment or improvement of a property within a Community Improvement Project Area to the property owner, so as to encourage development and investment; and

Whereas the City of Sault Ste. Marie's Downtown Community Improvement Plan has utilized Tax Increment Equivalent Grants for several years and over the course of the plan has seen considerable new investment flow into the downtown for improvements; and

Whereas the Long Term Tax Policy report received by Council on November 21, 2016 recommended that staff be directed to investigate the feasibility of developing a Community Improvement Plan for industrial properties; and

Whereas the City of Sault Ste. Marie is conscious of the need to provide a competitive environment for all current and potential new businesses and is desirous of exploring avenues to encourage business growth and expansion in the City;

Now Therefore Be It Resolved that staff review and report on the feasibility, costs and potential benefits of implementing Community Improvement Plans for all properties in the City in the industrial and commercial classes.

8.7 Downtown Sault Ste. Marie

Mover Councillor P. Christian
Seconder Councillor S. Butland

Whereas Sault Ste. Marie has undertaken the task of redeveloping its downtown core; and

Whereas upon completion, "Downtown Sault Ste. Marie will be the geographic focal point of the City's transition from a predominately industrial economy to

one focused on knowledge and creative sectors", and will serve as a true destination for our citizens and tourists alike; and

Whereas Sault Ste. Marie has a rich and storied history, due in large part to our proximity to the St. Mary's River and the St. Mary's River Rapids which have played a significant role in Canada's history; and

Whereas the City has an opportunity to celebrate and promote this history as part of the redevelopment of its downtown;

Now Therefore Be It Resolved that Council ask the Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to investigate the possibility of incorporating our City's history into the overall theme of the downtown area;

Further Be It Resolved that Council invite the Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids.

9. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Resolved that all By-laws under item 11 of the Agenda under date 2017 05 08 be approved.

11.1 By-laws before Council TO BE PASSED which do not require more than a simple majority

11.1.1 By-law 2017-81 (Agreement) The Sault Youth Soccer Club 292 - 295

A report from the Manager of Recreation & Culture is on the Agenda.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2017-81 being a by-law to authorize the execution of the Agreement between the City and The Sault Youth Soccer Club in reference to their financial donation in the amount of \$30,000 towards the purchase of materials and labour to extend the parking lot and pathways at Strathclair Sports Comple to improve accessibility be passed in open Council this 8th day of May, 2017.

11.1.2 By-law 2017-82 (Agreement) Sault Ste. Marie Slo-Pitch League Funding 296 - 299

A report from the Manager of Recreation and Culture is on the Agenda.

Mover Councillor F. Fata
Secunder Councillor S. Myers

Resolved that By-law 2017-82 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Slo-Pitch League for the donation of funds in the amount of Twenty Thousand (\$20,000.00) Dollars to the City for the exclusive purpose of purchasing material and labour to install lights on Slo-Pitch Field 'A' at Strathclair Sports Complex be passed in open Council this 8th day of May, 2017.

11.1.3 By-law 2017-83 (Agreement) Child Care Algoma 300 - 303

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

Mover Councillor F. Fata
Secunder Councillor S. Myers

Resolved that By-law 2017-83 being a by-law to permit the execution of the Agreement between the City and Child Care Algoma to permit a play enclosure to be part of City property known as Part of Parkland Park be passed in open Council this 8th day of May, 2017.

11.1.4 By-law 2017-84 (Agreement) Superior 7 Advertising Limited 304 - 308

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

Mover Councillor F. Fata
Secunder Councillor S. Myers

Resolved that By-law 2017-84 being a by-law to authorize the execution of the Agreement between the City and Superior 7 Advertising Limited for the billboard sign located on a portion of the City's property at 331 Queen Street East be passed in open Council this 8th day of May, 2017.

11.1.5 By-law 2017-85 (Taxes) Recovery Percentage for the 2017 Taxation Year 309 - 309

Mover Councillor F. Fata
Secunder Councillor S. Myers

Resolved that By-law 2017-85 being a by-law to provide for the adoption of recovery percentage for the 2017 taxation year be passed in open Council this 8th day of May, 2017.

11.1.6 By-law 2017-86 (Agreement) Public Transit Infrastructure Fund 310 - 384

Council Report was passed by Council resolution on October 11, 2016.

Mover Councillor F. Fata
Secunder Councillor S. Myers

Resolved that By-law 2017-86 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for the Public Transit Infrastructure Fund Phase One Payment Agreement be passed in open Council this 8th day of May, 2017.

11.1.7 By-law 2017-87 (Property) Yates Avenue Sale to 1753495 Ontario Limited Additional Acre 385 - 386

A report from the City Solicitor is on the Agenda.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2017-87 being a by-law to authorize the sale to 1753495 Ontario Limited of one (1) additional acre of land on Yates Avenue abutting the four (4) acres of land which were previously purchased from the City be passed in open Council on this 8th day of May, 2017.

11.1.8 By-law 2017-88 (Temporary Street Closing) Queen Street East – Car Free Saturday 387 - 387

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2017-88 being a by-law to permit the temporary closing of Queen Street East from Pim Street to Dennis Street on July 29, 2017 to facilitate the Car Free Saturday Event be passed in open Council this 8th day of May, 2017.

11.1.9 By-law 2017-89 (Temporary Street Closing) Queen Street East – Downtown Street Party 388 - 388

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2017-89 being a by-law to permit the temporary closing of Queen Street East from Pim Street to Dennis Street on July 13, 2017 to facilitate the Downtown Association Downtown Street Party be passed in open Council this 8th day of May, 2017.

11.1.10 By-law 2017-90 (Agreement) Comprehensive Review of Conventional Transit Operation 389 - 424

Council Report was passed by Council resolution on April 24, 2017.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2017-90 being a by-law to authorize the execution of the Agreement between the City and Transit Consulting Network to provide a Comprehensive Review of the Conventional Transit Operation for Sault Ste.

Marie be passed in open Council this 8th day of May, 2017.

- 11.1.11 By-law 2017-91 (Official Plan Amendment) 677 MacDonald Avenue (677M Limited)** 425 - 427
- Council report was passed by Council resolution on April 24, 2017.
- Mover Councillor F. Fata
Secunder Councillor S. Myers
- Resolved that By-law 2017-91 being a by-law to adopt Amendment No. 219 to the Official Plan for the City of Sault Ste. Marie (677 MacDonald Avenue (677M Limited)) be passed in open Council on this 8th day of May, 2017.
- 11.1.12 By-law 2017-92 (Zoning) 677 MacDonald Avenue (677M Limited)** 428 - 430
- Council report was passed by Council resolution on April 24, 2017.
- Mover Councillor F. Fata
Secunder Councillor S. Myers
- Resolved that By-law 2017-92 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 677 MacDonald Avenue (677M Limited) be passed in open Council on this 8th day of May, 2017.
- 11.1.13 By-law 2017-93 (Agreement) Sault Ste. Marie Horticultural Society** 431 - 440
- A report from the Manager of Recreation and Culture is on the Agenda.
- Mover Councillor F. Fata
Secunder Councillor S. Myers
- Resolved that By-law 2017-93 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Horticultural Society for a license of occupation to permit the former Allard Street Community Garden to relocate to the southern portion of Forest Heights Park located at 1 Princess Crescent, behind St. Bernadette's School be passed in open Council this 8th day of May, 2017.
- 11.1.14 By-law 2017-94 (Local Boards) Committee of Adjustment Appointment** 441 - 441
- A report from the Deputy City Clerk is on the Agenda.
- Mover Councillor F. Fata
Secunder Councillor S. Myers
- Resolved that By-law 2017-94 being a by-law to appoint Sean Meades to the Committee of Adjustment be passed in open Council this 8th day of May, 2017.
- 11.1.15 By-law 2017-95 (Regulations) Exemption to Noise By-law 80-200 The** 442 - 442

Downtown Association

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2017-95 being a by-law to amend Noise Control By-law 80-200, to exempt from the By-law the street party hosted by The Downtown Association from 3:00 p.m. to 12:00 a.m. on July 13, 2017 be passed in open Council this 8th day of May, 2017.

11.1.16 By-law 2017-96 (Agreement) Wide Area Network Services Ontera 443 - 454

Council report was passed by Council resolution on April 24, 2017.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2017-96 being a by-law to authorize the execution of the Agreement between the City and Ontera for the renewal of the Wide Area Network Services contract for a period of Five (5) years commencing May 1, 2017 be passed in open Council on this 8th day of May, 2017.

11.1.17 By-law 2017-97 (Regulations) Exemption to Noise By-law 80-200 Korah Relay for Life 455 - 455

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2017-97 being a by-law to amend Noise Control By-law 80-200 dealing with the exemption from the Noise Control By-law to accommodate a fundraising event held by the Korah Relay for Life team from 7:00 p.m. on June 2, 2017 to 7:00 a.m. on June 3, 2017 be passed in open Council this 8th day of May, 2017.

11.1.18 By-law 2017-99 (Agreement) Soo Pee Wee Arena Grant 456 - 464

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2017-99 being a by-law to authorize the execution of the Agreement between the City and Soo Pee Wee Arena for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full be passed in open Council this 8th day of May, 2017.

11.1.19 By-law 2017-98 (Agreement) Operating Service Agreement - Physician Recruitment 465 - 471

Council report was passed by Council resolution October 11, 2017.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2017-98 being a by-law to authorize the execution of an Operating Service Agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine for Physician Recruitment Funding be passed in open Council on this 8th day of May, 2017.

- 11.2 **By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 11.3 **By-laws before Council for THIRD reading which do not require more than a simple majority**
- 12. **QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA**
- 13. **CLOSED SESSION**
- 14. **ADJOURNMENT**

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, April 24, 2017

4:30 pm

Council Chambers

Civic Centre

Present: Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor S. Myers, Councillor J. Hupponen, Councillor M. Shoemaker, Councillor R. Niro, Councillor M. Bruni, Councillor J. Krmpotich, Councillor R. Romano

Absent: Councillor S. Hollingsworth, Councillor L. Turco, Councillor F. Fata

Officials: A. Horsman, R. Tyczinski, T. Vair, N. Kenny, S. Schell, P. Niro, M. Figliola, D. Elliott, D. McConnell, S. Hamilton Beach, F. Coccimiglio

1. ADOPTION OF MINUTES

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the Minutes of the Regular Council Meeting of 2017 04 10 be approved.

Carried

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

3. DECLARATION OF PECUNIARY INTEREST

3.1 Councillor J. Krmpotich – CCAA Proceedings – Essar Steel Algoma Inc.

USW Co-ordinator

3.2 Councillor J. Krmpotich – Retention of Restructuring Lawyer Fee Update

USW Co-ordinator

3.3 Councillor M. Shoemaker – Retention of Restructuring Lawyer Fee Update

Law firm represents parties to the matter

3.4 Councillor M. Shoemaker – CCAA Proceedings – Essar Steel Algoma Inc.

Law firm represents parties to the matter

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the Agenda for 2017 04 24 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Community Living Awareness Month

Chris Dunn, Manager of Community and Family Services; Jason Hebert, Council Chair and Jason Pratt, Council Member were in attendance.

5.2 St. Mary's Ukrainian Catholic Church 100th Anniversary

Father Jaroslaw Lazoryk (Father Jerry) and members of the Centennial Committee were in attendance.

5.3 Motorcycle Awareness

Gerry Rhodes, Chairman, Bikers Rights Organization was in attendance.

5.4 National Day of Mourning

Michelle McCleave, President, Sault Ste. Marie District Labour Council was in attendance.

5.5 Strive Young Professionals Group

Erika Provenzano, Advocacy Officer, Strive Young Professionals Group Executive was in attendance.

5.6 Air Cadet Weekend

Captain Jim Browne, Commanding Officer, 155 Air Cadets Squadron and Ben Fisher, Warrant Officer Second Class were in attendance.

5.7 Emergency Preparedness Week

Lauren Perry, Assistant Chief, Emergency Management was in attendance.

5.8 Children's Mental Health Week

Ali Juma, CEO, Algoma Family Services was in attendance.

5.9 Huron Central Railway

Louis Gravelle, President, Genesee & Wyoming Inc. and Alison Horbatuk, General Manager, Huron Central Railway Inc. were in attendance.

Moved by: Councillor S. Butland

Seconded by: Councillor P. Christian

Whereas the Growth Plan for Northern Ontario and the municipality of Sault Ste. Marie recognize the importance of having sustainable, cost competitive multi-modal transportation infrastructure; and

Whereas Genesee & Wyoming Canada Inc. is short-line railway holding company that owns or maintains interests in nine railways throughout Canada, including the Huron Central Railway (HCR), which operates a freight service over 280 km of railway (between Sault Ste. Marie and Sudbury) leased from Canadian Pacific Railway (CPR); and

Whereas this short-line rail service lowers costs for manufacturing customers, reduces environmental impacts, decreases cost of road maintenance and provides for safer roads by reducing the level of truck traffic east of Sault Ste. Marie; and

Whereas over 64% of the railway's customer business originates from Sault Ste. Marie with its primary customer being the City's steel manufacturing plant; and

Whereas the HCR has recently advised that it has insufficient freight volumes to generate revenue necessary for sustainable capital investment to maintain and rehabilitate the rail line; and

Whereas in 2009, HCR advised the City that due to insufficient revenue to maintain and rehabilitate the railway, it would be ceasing its short-line railway operations and CPR, the railway's owner, advised it would be commencing the rail abandonment process pursuant to federal regulations; and

Whereas over the course of 2009 and 2010, HCR worked in partnership with affected municipalities and industries in the region to secure \$33 million in federal/provincial infrastructure funding and completed critical rehabilitation of the railway; and

Whereas HCR presented a request to City Council, seeking its support to secure necessary government funding to undertake additional rehabilitation and maintenance of this short-line railway infrastructure to maintain this vital transportation service;

Now Therefore Be It Resolved that Sault Ste. Marie City Council supports HCR's efforts to secure the funding necessary to enable the railway between Sault Ste. Marie and the CPR connection in Sudbury to continue to provide a short-line freight service.

Carried

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that all the items listed under date 2017 04 24 – Agenda item 6 – Consent Agenda save and except Agenda item 6.2 be approved as recommended.

Carried

6.1 Communications

6.1.1 CCAA Proceedings – Essar Steel Algoma Inc.

Councillor J. Krmpotich declared a conflict on this item. (USW Co-ordinator)

Councillor M. Shoemaker declared a conflict on this item. (Law firm represents parties to the matter)

6.1.2 Petition – Build a Bike Path on Second Line

6.3 RFP – Wide Area Network Service

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated 2017 04 24 be received and the recommendation that the proposal submitted by Ontera for the provision of Wide Area Network Services for the City of Sault Ste. Marie, be approved.

The contract will commence on May 1, 2017 and continue for a period of five (5) years. A by-law authorizing signature of the Agreement for Wide Area Network Services will appear on a future Council agenda.

Carried

6.4 RFP – Comprehensive Review of Conventional Transit Operation for Sault Ste. Marie

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated 2017 04 24 be received and the recommendation that the proposal submitted by Transit Consulting Network, to provide a Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie, be approved.

Carried

A by-law authorizing signature of the agreement for the provision of a Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie will appear on a future Council agenda.

6.5 2017 Tax Rates

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

The relevant By-laws 2017-70, 2017-71 and 2017-72 are listed under item 11 of the Minutes.

6.6 2017 Outside Agency Grant Agreements

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

The relevant By-laws 2017-66, 2017-67, 2017-68, 2017-69 are listed under item 11 of the Minutes.

6.7 Federal Gas Tax Legacy Fund Payment

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 04 24 concerning Federal Gas Tax Legacy Fund Payment be received and that the \$80,877 Federal Gas Tax Legacy Fund payment be approved to be used in the funding of the 2017 Capital Budget to allow for the Environmental Assessment for Downtown Traffic Flow.

Carried

6.8 Electronic Voting at Council Meetings

The report of the Deputy City Clerk and Manager of Quality Improvement was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2017 04 24 regarding Electronic Voting at Council Meetings be received as information and referred to 2018 Budget.

Carried

6.9 Construction Employer

The report of the Director of Human Resources was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Director of Human Resources dated 2017 04 24 concerning Construction Employer be received as information.

Carried

6.10 Job Evaluation for Senior and Executive Management Positions

The report of the Director of Human Resources was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Director of Human Resources dated 2017 04 10 regarding Job Evaluation for Senior and Executive level positions be received as information.

Carried

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that job evaluation of CAO and Deputy CAO positions be undertaken at a cost not to exceed \$10,000 funded from the unforeseen account.

Carried

6.11 Request for Financial Assistance – Sault Ringette Club-U16 Team Ontario

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Manager of Recreation and Culture dated 2017 04 24 concerning the request for financial assistance be received and that the recommendation of

the Parks and Recreation Advisory Committee that City Council approve a \$750 financial assistance grant for the Sault Ringette Club's participation at Eastern Canadian Ringette Championships being held April 13 – 16th, 2017 in Pierrefonds, Quebec be approved.

Carried

6.12 Downtown Development Initiative

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services date 2017 04 24 concerning Downtown Development Initiative be received and that Council approve the contribution of the Maycourt Daycare net proceeds of sale into the Community Development Fund reserve for the purpose of funding the Downtown Development Initiative.

Further that Council approve the utilization of the Property Purchase Reserve Fund to support the program until such time that the sale proceeds from the Jessie Irving Daycare and Steelton Seniors Centre are realized;

Further that Council approve any funding variances from the Downtown Development Initiative requirements through the Property Purchase Reserve with the total support for the grant program being \$600,000;

Further that Council approve ongoing operating levy increases for the tax increment rebate program for the term of the Downtown Development Initiative.

Carried

6.13 Ice Time Utilization Study – Funding

The report of the Manager of Community Centres was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Community Centres dated 2017 04 24 concerning a third party ice time utilization study be received and further that Council approve the allocation of up to \$30,000 from the Parks and Recreation Reserve fund to conduct a third party ice time utilization study.

Carried

6.14 Resurfacing of City Streets

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Director of Engineering dated 2017 04 24 be received and that the 2017 road resurfacing program be approved.

Carried

6.15 Fort Creek Aqueduct John Street Diversion – Cathcart Street to Edinburgh Street

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

The relevant By-laws 2017-79 and 2017-80 are listed under item 11 of the Minutes.

6.16 CTV Sponsorship Agreement

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

The relevant By-law 2017-78 is listed under item 11 of the Minutes.

6.17 Connecting Links – Update

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Director of Engineering dated 2017 04 24 concerning Connecting Links be received as information.

Carried

6.18 Municipal Law Enforcement Officers

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

The relevant By-law 2017-65 is listed under item 11 of the Minutes.

6.2 Retention of Restructuring Lawyer Fee Update

Councillor J. Krmpotich declared a conflict on this item. (USW Co-ordinator)

Councillor M. Shoemaker declared a conflict on this item. (Law firm represents parties to the matter)

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Chief Administrative Officer dated 2017 04 24 concerning the approval of an additional \$100,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve.

Carried

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

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

The report of the Senior Planner was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Senior Planner dated 2017 04 24 concerning Rezoning Application A-2-17-Z be received and that Council postpone this matter until the May 29, 2017 Council meeting.

Carried

7.6.2 A-6-17-Z.OP – 677 MacDonald Avenue

The report of the Senior Planner was received by Council.

Mark Lepore was in attendance on behalf of the applicant.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Senior Planner dated 2017 04 24 be received and that Council deny the the applicants request to amend the Official Plan and rezone the subject property from "M2.S-274" (Medium Industrial Zone with a Special Exception) to "M2.S-274" (Medium

Industrial Zone with an Amended Special Exception) to increase the allowable commercial occupancy of the existing building, from 40% gross floor area to 100% gross floor area.

Defeated

Moved by: Councillor S. Myers

Seconded by: Councillor M. Shoemaker

Resolved that Application A-6-17-Z-OP – 677 MacDonald Avenue be approved in principle and brought to May 8, 2017 Council meeting.

Carried

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

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

8.1 Quarterly Reports on Outstanding Motions

Moved by: Councillor J. Hupponen

Seconded by: Councillor M. Shoemaker

Whereas in the past, regular reports on outstanding Council resolutions were brought to Council for an update on the status of said resolutions; and

Whereas in this term of Council only one update on outstanding Council resolutions has been brought to City Council;

Now Therefore Be It Resolved that staff, commencing as soon as practicable, bring quarterly reports to Council on the status of outstanding resolutions, as well as when they are expected to be completed, and any foreseeable issues that might delay their completion.

Carried

8.2 Street Closure Procedure Review

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Whereas the Council Agenda often contains requests for street closures; and

Whereas Council has not once this term refused a request for a street closure; and

Whereas agencies must time their requests for street closures in order to meet the agenda deadline of Council;

Now Therefore Be It Resolved that staff review the street-closure procedure or policy and determine if requests for street closures can be simplified, streamlined, and expedited.

Carried

8.3 Animal Shelter Services

Moved by: Councillor J. Hupponen

Seconded by: Councillor M. Shoemaker

Whereas animal control enforcement is an important service provided to the municipality; and

Whereas on August 22, 2016 a Council report from the Chief Financial Officer/Treasurer indicated that in the last 10 years the cost has increased 64% with wages and benefits accounting for 50% of the cost; and

Whereas the 2016 fee for service to enforce animal control and shelter services was \$538,009; and

Whereas the total operating budget for the shelter for 2016 as reported on the Canada Revenue Agency website was \$850,000; and

Whereas with a substantial cost for an important service, citizens of Sault Ste. Marie have expressed interest in the day-to-day operations of the shelter and information on services provided;

Now Therefore Be It Resolved that City staff direct the management and board at the shelter to provide a presentation at a Council meeting or a written report with information on the shelter's operations by August 21, 2017.

Carried

8.4 Northern and Eastern Ontario Rail Network

Moved by: Councillor P. Christian

Seconded by: Councillor M. Bruni

Whereas Northern Ontario has approximately 6,000 kilometres of existing rail structure; and

Whereas Northern Ontario has a transportation network that is increasingly fragile due to climate change, natural, disasters, and limited government funding; and

Whereas Northern and Eastern Ontario Rail Network (NEORN) is actively attempting to demonstrate to the provincial and federal governments of the need for publicly supported investment in Northern Ontario's rail system; and

Whereas passenger rail service in Northern Ontario is an essential infrastructure component for economic investment, resource development, tourism, access to essential health care, and socio-economic connectivity;

Now Therefore Be It Resolved that City Council and the City of Sault Ste. Marie endorse the efforts of NEORN and their advocacy for the reinstatement of reliable and affordable passenger rail service in North Eastern Ontario.

Carried

8.5 Notice of Motion – 2018 Budget

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Whereas the community is facing extreme economic anxiety due to non-payment of taxes by the City's largest employer; and

Whereas the community has recently learned that continued non-payment of taxes by our largest employer could result in either a dramatic increase in taxes or significant layoffs; and

Whereas Council will need to avoid measures that would exacerbate the pain the community is already feeling; and

Whereas it is prudent to mitigate some of those measures to the greatest extent possible;

Now Therefore Be It Resolved that the five City departments, being: Public Works and Engineering, Emergency Services, Legal, Corporate Services and Community Development and Enterprise Services be directed to present to City Council 2018 preliminary budgets with a 0% increase over their 2017 approved budgets, including a list of cost saving options for Council to consider in achieving that 0% budget change; and

Further Be It Resolved that each City department provide a further list of cost saving options for Council's consideration to achieve a 1% overall reduction from their respective 2017 approved budgets.

- 9. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION**
- 10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**
- 11. CONSIDERATION AND PASSING OF BY- LAWS**

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that all By-laws under item 11 of the Agenda under date 2017 04 24 be approved save and except By-laws 2017-70, 2017-71 and 2017-72.

Carried

11.1 By-laws before Council TO BE PASSED which do not require more than a simple majority

11.1.1 By-law 2017-65 (Parking) Municipal Law Enforcement Officers

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-65 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 24th day of April, 2017.

Carried

11.1.2 By-law 2017-66 (Agreement) Algoma University Grant

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-66 being a by-law to authorize the execution of the Agreement between the City and Algoma University for a grant in the amount of Forty Thousand (\$40,000.00) Dollars to assist in the provision of library resources and financial scholarships for local students be passed in open Council this 24th day of April, 2017.

Carried

11.1.3 By-law 2017-67 (Agreement) Art Gallery of Algoma Grant

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-67 being a by-law to authorize the execution of the Agreement between the City and Art Gallery of Algoma for a grant in the amount of Two Hundred Eighty Thousand Seven Hundred Eighty-Five (\$280,785.00) Dollars to assist in the provision of art and culture to the residents of Sault Ste. Marie and other visitors be passed in open Council this 24th day of April, 2017.

Carried

11.1.4 By-law 2017-68 (Agreement) Bushplane Museum Grant

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-68 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a The Bushplane Museum for a grant in the amount of One Hundred and Ten Thousand (\$110,000.00) Dollars to assist with the collection. preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire heritage be passed in open Council this 24th day of April, 2017.

Carried

11.1.5 By-law 2017-69 (Agreement) Safe Communities Grant

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-69 being a by-law to authorize the execution of an Agreement between the City and Safe Communities Sault Ste. Marie for a grant in the amount of Forty Thousand (\$40,000.00) Dollars with the mission of making Sault Ste. Marie a safe place to live, learn, work and play by providing education and commitment to injury prevention be passed in open Council this 24th day of April, 2017.

Carried

11.1.9 By-law 2017-73 (Traffic) Amend Schedule "A"

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-73 being a by-law to amend Schedule "A" of Traffic By-law 77-200 be passed in open Council this 24th day of April, 2017.

Carried

11.1.10 By-law 2017-74 (Official Plan Amendment) 1025 McNabb Street – Dick's Garage

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-74 being a by-law to adopt Amendment No. 218 to the Official Plan for the City of Sault Ste. Marie (Dick's Garage Limited 1025 McNabb Street) be passed in open Council this 24th day of April, 2017.

Carried

11.1.11 By-law 2017-75 (Zoning) 1025 McNabb Street – Dick's Garage

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-75 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1025 McNabb Street (Dick's Garage Limited) be passed in open Council this 24th day of April, 2017.

Carried

11.1.12 By-law 2017-76 (Zoning) 100 Sixth Line East – Peter Stone Holdings

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-76 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 100 Sixth Line East (Peter Stone Holdings) be passed in open Council this 24th day of April, 2017.

Carried

11.1.13 By-law 2017-77 (Development Control) 100 Sixth Line East – Peter Stone Holdings

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-77 being a by-law to designate the lands located at 100 Sixth Line East an area of site plan control (Peter Stone Holdings) be passed in open Council this 24th day of 2017.

Carried

11.1.14 By-law 2017-78 (Agreement) CTV Sponsorship 20 Minute Makeover

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-78 being a by-law to authorize the execution of a Sponsorship Agreement between the City and CTV Television Inc. for the promotion of the 20 Minute Sault Ste. Marie Makeover be passed in open Council this 24th day of April, 2017.

Carried

11.1.11 By-law 2017-79 (Agreement) Fort Creek Aqueduct (Contract 2017-2E)

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-79 being a by-law to authorize the execution of the Contract between the City and Palmer Construction Group Inc. for the Fort Creek Aqueduct John Street Diversion from Cathcart Street to Edinburgh Street (Contract 2017-2E) be passed in Open Council this 24th day of April, 2017.

Carried

11.1.16 2017-80 (Temporary Street Closing) Fort Creek Aqueduct Project – John Street

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-80 being a by-law to permit the temporary closing of John Street from Cathcart Street to Edinburgh Street from May 1, 2017 to October 31, 2017 to facilitate the Fort Creek Aqueduct Project be passed in open Council this 24th day of April, 2017.

Carried

11.1.6 By-law 2017-70 (Taxes) Property Tax Rates for 2017

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-70 being a by-law to provide for the adoption of property tax rates for 2017 be passed in open Council this 24th day of April, 2017.

Carried

11.1.7 By-law 2017-71 (Taxes) Adoption of Tax Ratios

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-71 being a by-law to provide for the adoption of tax ratios be passed in open Council this 24th day of April, 2017.

Carried

11.1.8 By-law 2017-72 (Taxes) 2017 Final Tax Billing

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2017-72 being a by-law to provide for 2017 final tax billing be passed in open Council this 24th day of April, 2017.

Carried

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

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

11.3.1 By-law 2015-12 (Street Closing) Highland Park Subdivision (Part Wawanosh)

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2015-12 being a by-law to stop up, close and authorize the conveyance of a street in the Highland Park Subdivision, Plan 9110 be read the THIRD time and passed in open Council this 24th day of April, 2017.

Carried

11.3.2 By-law 2016-162 (Lane Closing) Patricia Park Subdivision

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-162 being a by-law to stop up, close and authorize the conveyance of a lane in the Patricia Park Subdivision, Plan 7601 be read the THIRD time and passed in open Council this 24th day of April, 2017.

Carried

11.3.3 By-law 2016-165 (Street Closing) Part McFadden Avenue Wilding Park Subdivision

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-165 being a by-law to stop up and close a part of McFadden Avenue in the Wilding Park Subdivision, Plan 6541 be read a THIRD time and passed in open Council this 24th day of April, 2017.

Carried

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

13. CLOSED SESSION

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that this Council proceed into closed session to discuss:

1. a proposed disposition of property
2. a proposed acquisition of property
3. an issue under the *Companies' Creditors Arrangement Act*.

Municipal Act R.S.O. 2002 – section 239(2)(c) – a proposed or pending acquisition or disposition of land by the municipality and section 239(2)(f) – advice that is subject to solicitor/client privilege.

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

Carried

14. ADJOURNMENT

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that this Council now adjourn.

Carried

Mayor

Deputy City Clerk

SSMEDC Update to City Council



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**

May 8, 2017



- Sault Ste. Marie Economy
- Sault Ste. Marie 2016/17 Results
- 2017+ Economic Development Priorities

SSM Economy

The Sault Ste. Marie and Area (CA – Census Agglomeration):

- \$11 billion in Total Gross (Economic) Output
- A \$2.8 billion GDP in 2015 (2007 dollars)
- Supports approximately 37,000 jobs and \$1.46 billion in wages
- Its economic activity includes \$8.8 billion in the Exports of goods and services outside of the area

SSM Economy

Manufacturing is the community's most economically important industrial sector compared to all other 20 major industrial sectors in the City. It accounts for:

- 60% of Total Gross (Economic) Output
- 70% of all exports outside of the area
- 11% of all jobs
- 17% of all wages

SSM Economy

Steel Manufacturing as a subsector of **Manufacturing**, represents:

- 7.34% of all city jobs and 64 % of all jobs in the sector
- 12.6% of all city wages and 73% of all wages in this sector
- 48.61% of City's Total Gross (Economic) Output and 80% of all sector gross output
- 68.43% of all exports outside the area and 80% of all exports for this sector

SSM Economy

Taxpayer-funded sectors together represent a secondary but dominant influence on the economy. They include:

- **Public Administration;**
- **Health and Social Services ; and**
- **Educational Services.**

SSM Economy

Together, the Manufacturing sector and these primarily publicly funded industrial sectors, (the top 4 ranked City's industrial sectors) account for the following in SSM:

- 76% of Total Gross (Economic) Output
- 76% of Exports outside the area
- 45% of all Jobs
- 37% of all Wages
- 40% of all GDP

Business Development

Highlights

- raised more than **\$19 million** in new investment towards growth projects totaling **\$34.7 million**
- over **30** new businesses startups and **20** business expansions

Results

- **233** jobs were created and **320** jobs were retained in 2016
- **232** active client files

Business Development

Projects/Programs

- **Millworks Centre for Entrepreneurship**
- **Business Retention & Expansion (BR&E)**
 - More than **60** site visits to local companies were made to assist them in growth projects > Led to **20** businesses expanding
- **Summer Company**
 - In 2016, a total of **18** youth took part
 - Between 2010 and 2016, **90** students in the region have enrolled

Business Development

Projects/Programs

- **Starter Company**
 - In 2016, a total of **10** businesses were started
 - Between 2014 and 2016, **25** businesses used the program
 - Over the past 3 years, SSMEDC facilitated program grants for **120** businesses located in Sudbury, North Bay, Timmins and Temiskaming Shores
- **Invest Sault Ste. Marie:** a targeted investment attraction and marketing project designed to:
 - draw external companies and investment to the community
 - generate wealth, and create jobs
- **Ontario Works**
 - Along with training provided to **10** individuals by SSMEDC staff, program participants received **\$5,000** micro-loans funded by Social Services.

Business Development

Projects/Programs

- **Port of Algoma**
 - Phase 1 of the infrastructure project was completed
 - signed a Reconciliation and Prosperity Accord with Garden River First Nation and a unity pact with four area First Nations
- **Airport Development**
 - SSMEDC helped secure Federal Government funding in 2016 to undertake a business case now being used to attract an airplane painting company to Sault Ste. Marie.
- **Film Sector**
 - Support City with Draft Policy and Promotion
- **Noront**

Highlights

In 2016, Tourism Sault Ste. Marie generated:

- **37,000** visitor days
- **\$5.6 million** in direct visitor spending

Between 2008 and 2016, generated:

- more than **355,000** visitor days
- **\$52.74 million** in direct visitor spending and millions more in spinoff economic activity

Development

In 2016, Tourism Sault Ste. Marie attracted or hosted:

- **25** conferences and sports tournaments
- drew **8,075** visitors
- generated more than **24,000** visitor days and **\$4.1 million** in direct visitor spending

Continuing Development

- **Attraction Packages**
 - In 2016, Tourism Sault Ste. Marie also sold **6,466** two and three-night vacation packages
 - This activity generated **13,000** visitor days and **\$1.5 million** in direct visitor spending
- **Cruise Ships**
 - 2016 record-setting year for cruise ship traffic
 - two vessels, Pearl Mist and MV Victory II, made visits to Sault Ste. Marie a total of **20** times during the summer months.
 - ships brought more than **4,000** passengers to the Sault
- **Agawa Canyon Tour Train**
 - **31,471** passengers rode the attraction in 2016
 - was a **5%** increase over the previous year.
 - **197** groups with **10,100** people made the journey to Agawa Canyon
 - This was a **21%** increase over 2015.



- Balanced Budget
- Best Practice / Freedom of Info Request
- Searchmont
- Governance & Procurement

Summary

- Entrepreneurship and small business development
- Industrial sector development strategy:
- Business Retention and Expansion
- Infrastructure development
- Place making, Trade and Investment Attraction
- Labour Force Development focused on:
 - Tourism attraction development
 - Outreach and engagement of key stakeholders external to the community



Sault Ste. Marie

**ECONOMIC
DEVELOPMENT
CORPORATION**

DRAFT

2016 Activity & Results

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Business Development

The SSMEDC's business development team assists current and aspiring entrepreneurs in their startup and expansion plans. The division also works to attract new firms and investment to the community and undertakes strategic projects. As well, its staff provides clients with business counseling and mentoring, reviewing and assisting with business plan development, and delivers seminars and other outreach activities. The ultimate goal is to create and retain jobs while building a foundation for economic growth.

The SSMEDC delivers programs geared to assist companies ranging from summer businesses to large manufacturing firms, and everything in between. Its staff provides a continuum of services for entrepreneurs and businesses of all sizes.

RESULTS

In 2016, the SSMEDC facilitated and helped its business clients raise more than \$19 million in new investment towards growth projects totaling \$34.7 million. This activity led to over 30 new businesses startups and 20 business expansions. A breakdown of company names, along with the SSMEDC program they were assisted by, is available in the following sections.

With SSMEDC clients starting or expanding their businesses, 233 jobs were created and 320 jobs were retained in 2016. The SSMEDC currently has 232 active client files – everything from external companies looking to establish an operation in Sault Ste. Marie, to existing businesses looking to expand, to current and aspiring entrepreneurs looking to start or grow small businesses.

For job creation and retention numbers, calculating small business is straightforward, as they typically only involve one to five employees. For larger companies that expand under an SSMEDC program, the jobs figures from the government funding application are used. Funding agencies like the Northern Ontario Heritage Fund Corporation have these applications vetted by professional accounting firms. As such, the SSMEDC has a solid foundation to accurately cite its clients' job creation and retention numbers.

Economic development has a cumulative effect, where results from one year have a positive impact on future years. For example, over the past decade, SSMEDC activity of assisting clients in starting businesses currently generates more than \$3 million in annual property tax revenue to the City of Sault Ste. Marie.

DEVELOPMENT

Millworks Centre for Entrepreneurship

The grand opening of the SSMEDC's Millworks Centre for Entrepreneurship took place in May 2016. Located in the Machine Shop, the site houses the organization's enterprise services staff and programs, along with a small business incubator that provides direct support to entrepreneurs. Studies show that after five years, the success rate for companies that use incubation services is over 80%, compared to around 33% for non-incubated companies. The Millworks features the resources and expertise to help businesses reach a high level of operation. To undertake this initiative, the SSMEDC secured investments from all levels of government, including FedNor, the Northern Ontario Heritage Fund Corporation and City Council's Economic Development Fund.

In 2016, a number of companies moved into the Millworks' incubation facility, with some businesses graduating or moving on to other locations in the community. Clients for 2016 included:

- BonZa Global Inc.
- NorthStar Consulting Ltd.
- Jeronamo Solutions
- Possibilities Group
- MBR Services Inc.
- Beaver & Eagle Automotive Technologies (formerly Purus Fuel Technologies)
- Dizzytree
- Swamp Woods Unlimited

In the first quarter of 2017, the SSMEDC welcomed UMG Media Corp. to the Millworks Centre for Entrepreneurship. The eSports entertainment company is delivering services in eastern Canada through its Sault Ste. Marie office.

Business Retention and Expansion (BR&E)

The SSMEDC assisted a number of manufacturing, forestry, and other large firms and organizations in their growth projects in 2016 through its BR&E program. Under the program, SSMEDC staff undertakes a consultation process to gather intelligence and develop strategies to address the needs of a business. If a client needs financial assistance to purchase new equipment, or needs to enhance infrastructure, a funding application is made to an incentive agency, such as the Northern Ontario Heritage Fund Corporation, FedNor or the Business Development Bank of Canada.

In 2016, the SSMEDC made more than 60 site visits to local companies to assist them in growth projects. This led to 20 businesses expanding. BR&E clients are typically larger firms that undertake major growth initiatives. Though not all companies wish to be named due to confidentiality concerns, and some owners don't want specific details on their project released publically, clients assisted by the SSMEDC under the program last year include:

- JD Aero
- China Steel
- Fleming's Trucking & Logging
- Meakin Contracting
- Sault Ste. Marie Airport Development Corporation
- SIS Group and its Paper Mill District redevelopment project
- Norpro Company
- Springer Aerospace
- Soo Foundry & Machine
- Tessier Logging
- Sault College
- Municipal Waste & Recycling
- Humphrey Aircraft Services
- Premier Landscaping
- Chippewa Trading Post
- Northern Superior Brewing

In 2016, the SSMEDC secured an investment from the Federal Government's Invest Canada Community Initiative to help grow the region's national defense and aerospace sectors. The SSMEDC partnered with the

Economic Development Corporations in Sudbury and North Bay, and they contracted Peter Studer, a defense consultant with CFN Consultants, to develop a formal value proposition business case highlighting the capacity that Northern Ontario has in this sector. The goal is to have primary defense contractors visit Northern Ontario companies and do business. In addition, it is expected that this business case will entice companies in the region to attain their "Controlled Goods" status, which is a requirement to provide service in the defense and aerospace sector. To date, more than 15 companies in Northern Ontario have achieved this designation.

The SSMEDC helps facilitate industrial land transactions between the Municipality and private sector. In 2016, the SSMEDC assisted in the sale of three such parcels of land on Yates Avenue, which contains 60 acres of City-owned industrial property ready to be developed. The purchases were made by a construction business, recycling company and landscaping firm, all of which are looking to expand their operations.

Summer Company

The SSMEDC administers Summer Company throughout the region. Funded by the Province of Ontario, the young entrepreneur program provides mentoring and grants for students to start and operate their own business during the summer months. In 2016, a total of 18 youth took part in the program. The businesses were:

- Secret Sip Coffee Club
- Touchdown Media
- Northern Equine Massage Therapy
- Mazzuca Basketball Academy
- Technic Computer Services
- Tristan's Hardwood Products
- PetSitter Plus
- NSMZ T
- Inspired deSIGNS
- Virgil Business Solutions
- Fresh Kicks 4 Less
- JDBR Services
- KC Firewood
- Halle Nails
- D's Lawncare and Maintenance
- Country Store Ice Cream Parlour
- Bold Noize
- Amethyst Artistry

Between 2010 and 2016, a total 90 students in the region have enrolled in Summer Company. In many cases, the summer businesses were eventually turned into full-time, year-round operations, which speak to the success of the program. Cavera Inc. and PAC Construction Group are prime examples.

Starter Company

The SSMEDC administers the Starter Company program. Funded by the Province of Ontario, it provides training, mentoring and potential access to funding for non-student youth to open or grow a business. In 2016, a total of 10 businesses were started in Sault Ste. Marie under Starter Company, including:

- Superior TreeWorks
- Bento Beauty

- Newfangled Apparel and Design
- Cas Evans Photography
- The Phone Laboratory
- Heuristext
- First Response Health and Safety
- Northern Organic Chaga
- Samantha Beauty
- Rachel's Rejuvenating Spa

Between 2014, when Starter Company was initiated, and 2016, a total of 25 businesses in Sault Ste. Marie made their way through the program. Meanwhile, with its financial and managerial expertise, the Provincial Government tasked the SSMECD to be the program's grant administrator for all of Northern Ontario. Over the past three years, the SSMECD facilitated program grants for 120 businesses located in Sudbury, North Bay, Timmins and Temiskaming Shores.

Invest Sault Ste. Marie

The SSMECD secured funding from all levels of government to deliver the Invest Sault Ste. Marie program, a targeted investment attraction and marketing project designed to draw external companies and investment to the community, generate wealth, and create jobs. In 2016, a number of initiatives were undertaken, including:

- Created an Open For Business marketing video highlighting the community's competitive industry advantages, available at www.youtube.com/watch?v=bNegZaOxy-U&t=5s;
- Participated in a KPMG Competitive Alternatives analysis that ranked Sault Ste. Marie tenth out of 111 North American and international cities, with the results now being used to market the Sault to external companies;
- Developed Enhanced Business Profiles to identify the expertise and competencies of 125 local companies, which are now being used to generate export opportunities for these firms by promoting their specialized services and capabilities to external markets;
- Developed an Invest Sault Ste. Marie website, available at www.investsaultstemarie.com, to promote the community's competitive advantages, key sectors, and help attract business and foreign-direct investment;
- Engaged McSweeney & Associates, an economic development consulting firm, to conduct a Sector-based Assessment and Strategy with the goal of identifying and analyzing key sectors with the greatest prospect of attracting investment, increasing the export of local goods and services, and building on the city's existing expertise and competitive strengths;
- Entered into a special licensing agreement with EMSI, a leading international labour data analytics and modeling firm, in partnership with the Ontario Ministry of Agriculture, Food and Rural Affairs, to access economic data that's unavailable elsewhere to assist the community in understanding the impacts, benefits and opportunities for industrial sectors where Sault Ste. Marie has a competitive advantage.

Ontario Works Partnership

In 2016, the SSMECD assisted five Ontario Works clients in starting a business. This initiative is the result of a partnership between Social Services Sault Ste. Marie District and the SSMECD. Along with training provided to 10 individuals by SSMECD staff, program participants received \$5,000 micro-loans funded by Social Services. Due to confidentiality, none of the names of the Ontario Works clients or business names can be released publicly.

Port of Algoma

The SSMEDC is a main partner in the Port of Algoma, a major transportation redevelopment initiative. Phase 1 of the infrastructure project, which includes planning and consultations, was completed in 2016. In April, the Port of Algoma signed a Reconciliation and Prosperity Accord with Garden River First Nation. Planned in the spirit of healing and reconciliation, the historic agreement speaks of the common vision between the two and highlights the importance of protecting the region's water, land and air for future generations. In July 2016, the Port signed a unity pact with four area First Nations. The pact speaks to the shared vision and highlights a common understanding of the need to protect nature while generating economic diversification to support a brighter future. The SSMEDC was involved with both signing ceremonies.

Phase 2 in the redevelopment of the Port of Algoma includes design, engineering and raising capital. This work was expected to commence in early-2017 but was put on hold due to the restructuring of Essar Steel Algoma under the Companies' Creditors Arrangement Act.

Airport Development

In 2015, the SSMEDC and Northstar Consulting formed a strategic partnership with the Sault Ste. Marie Airport Development Corporation. The goal is to develop the airport site with additional commercial and industrial components. As a main initiative under the partnership, the SSMEDC helped secure funding from the Federal Government in 2016 to undertake a business case with the goal of pinpointing the benefits an airplane painting firm would get from locating at the Sault Airport. Developed by Explorer Solutions, a leading airport development and consulting firm, the business case is now being used to attract an airplane painting company to Sault Ste. Marie.

The following activity also took place in 2016 under the airport development partnership:

- Developed a feasibility study and business case for an on-site bed and breakfast at the Sault Ste. Marie Airport
- Assisted an aircraft welding company in a project that, if realized, would see the firm relocate its business operations to the Sault Airport
- Attended the National Business Aviation Association 2016 Convention on behalf of the airport to promote opportunities and attract investment
- Worked with a British Columbia-based aircraft manufacturer regarding training opportunities that could be facilitated at the Sault Airport
- Worked with JD Aero, Sault College, and the Ontario Ministry of Natural Resources and Forestry on future development projects
- Continued to support a project that would see Avjet Fuel Holdings establish a second fuel station at the airport to accommodate growing traffic for JD Aero and other tenants
- Supported the Sault Airport in creating a promotional video to market the SSMADC investment attraction initiative

Film Sector

When a movie or television production comes to Sault Ste. Marie, the SSMEDC provides assistance to the visiting crew by guiding them through the Municipal approval process. In 2016, Pyewacket was shot in the community. The motion picture stars Laurie Holden, who appeared in four seasons of the AMC zombie apocalypse series The Walking Dead.

Over the past several years, a wide variety of movies have been filmed here, including Remember (Christopher Plummer, Martin Landau), Collaborator (David Morse, Martin Donovan), Breakout (Brendan Fraser), and Compulsion (Heather Graham, Carrie-Anne Moss).

ENGAGEMENT

Consultations

In 2016, the SSMEDC delivered more than 600 formal business consultations with current and aspiring entrepreneurs. Averaging more than one hour each, this activity represents well over 17 weeks of staff time. The goal of these sessions is to help people start businesses. For a single start-up, numerous consultations totally dozens of hours are typically required.

In 2016, the SSMEDC also handled 2,259 general business inquiries from current and aspiring entrepreneurs seeking information. This activity represents more than 10 weeks of staff time.

Outreach

In 2016, the SSMEDC delivered 40 seminars and workshops to train and educate businesses and the public. Topics for these forums included Succession Planning, Going Global/Exporting, Economic Development 101, and Lean Manufacturing. The SSMEDC also hosted or helped facilitate a number of learning and networking events, including:

- Aboriginal Business March (ABM) East
- Women in Business Breakfast
- RBC-NOA Bear Pit
- Chamber of Commerce's June Take 5
- Screening of the documentary film Generation Startup
- Algoma University Youth Enterprise Camp

Bridges to Better Business

The 2016 edition of Bridges to Better Business drew the largest crowd in the history of the local event. Facilitated by the SSMEDC, the annual forum brings together current and aspiring entrepreneurs for an evening of learning and networking. Held at the Machine Shop in October, Bridges to Better Business 2016 attracted nearly 200 people. During the event, former CBC Dragons' Den advisor Sean Wise delivered a keynote presentation on enterprise and tips on how to start a business. Earlier in the day, he delivered another speech to more than 350 local high school students.

Held during Small Business Week, both events were facilitated by the SSMEDC and Millworks Centre for Entrepreneurship, with support from the Business Development Bank of Canada (BDC), Province of Ontario, Sault Ste. Marie Chamber of Commerce, Startup Sault, Sault Ste. Marie Innovation Centre and Community Development Corporation of Sault Ste. Marie & Area. Proceeds from 2016 Bridges to Better Business were donated to the Soup Kitchen Community Centre. Following the event, the SSMEDC presented a \$1,300 cheque to the charity organization.

Trade Shows and Promotional Events

To generate leads for local companies and promote Sault Ste. Marie to businesses and organizations around the world, the SSMEDC attended 10 national and international trade shows in 2016. The Corporation receives funding from senior levels of government and the private sector to take part in these forums. These trade shows are typically geared towards specific sectors. Events attended in 2016 include:

- Prospectors & Developers Association of Canada (PDAC) International Convention

- Great Lakes Economic Forum
- MINExpo International
- National Business Aviation Association Convention
- International Economic Development Council (IEDC) Annual Conference
- Global Gaming Expo

Downtown Business Outreach

Sixty companies in the downtown core took part in a business outreach initiative in 2016. The goal was to create and retain jobs by increasing the number of firms receiving support to start or expand. This program was the result of a joint partnership between the SSMEDC, Community Development Corporation and Social Services Sault Ste. Marie District. The three agencies offer enterprise support programs. They partnered together to cross-promote their services to downtown businesses.

Under the initiative, a Marketing & Business Development Coordinator intern conducted outreach activity and referred 14 companies to a program offered by one of the three service organizations. Along with referrals, the business outreach initiative also included a survey, which was successful at generating data on things like trends, barriers and needs.

TESTIMONIALS

"For medium-sized businesses looking to export, it's important to have an organization like the SSMEDC to help make connections. It's impossible to do this type of work alone."

-Robert Cohen, president of Soo Foundry & Machine

"Breaking into new markets is tough. Having the SSMEDC on our side has been a huge help. They quickly opened doors for our company that would have taken us years to open ourselves. The SSMEDC is a key part of our team."

-Brad Gregorini, president of Norpro Company

"The SSMEDC helped guide us to the people we needed to talk with to help make this expansion happen."

-Jeff DiCorpo, partner with Northern Superior Brewing

Tourism Sault Ste. Marie

Tourism Sault Ste. Marie works to draw visitors to the community. The division does this using a number of methods. Its core techniques are securing and supporting major conferences, sports tournaments and special events, selling vacation packages online and direct to consumers around the world, marketing area attractions and festivals to strategic locations across Ontario and the U.S., developing tourism infrastructure and new products, and attracting cruise ships, motor coach tours and other group excursions.

RESULTS

In 2016, Tourism Sault Ste. Marie activity of attracting events and selling vacation packages generated a more than 37,000 visitor days and \$5.6 million in direct visitor spending. Between 2008 and 2016, this activity generated more than 355,000 visitor days, \$52.74 million in direct visitor spending and millions more in spinoff economic activity.

Note: these figures are calculated using industry and government-accepted models of \$150 per person, per day. However, direct visitor spending also generates a considerable amount of indirect and induced economic activity for the local economy.

DEVELOPMENT

Conferences & Sports Tournaments

In 2016, Tourism Sault Ste. Marie worked with community groups to attract or host 25 conferences and sports tournaments, which drew 8,075 visitors and generated more than 24,000 visitor days and \$4.1 million in direct visitor spending. Some of the events secured or supported by Tourism Sault Ste. Marie in 2016 include the:

- World Under-17 Hockey Challenge
- CAN/AM President's Cup VIP Poker Run
- Christian Congregation of Jehovah's Witnesses Convention
- The National, a Pinty's Grand Slam of Curling Event
- Canadian Nursing Students' Association National Conference
- OFSSA Men's "A" Basketball Championships
- Shingwauk Gathering and Conference
- Ontario University Athletics Wrestling Championship
- Spring Symposium of the Economic Developers Council of Ontario
- Aboriginal Tourism Ontario Business Tourism Conference
- Ontario Nurses Association Annual Conference
- Aboriginal Business Match (ABM) East
- Ministry of Natural Resources and Forestry Provincial Hockey Tournament
- ICEMAN: International Conference on Community Engaged Education for the North
- Coaches Association of Ontario's National Coaching Certification Program Super Clinic
- National Hockey League Exhibition Game: Carolina Hurricanes vs. Buffalo Sabres
- CCAA National Cross Country Championships

Working with community partners, and by attending industry trade shows, Tourism Sault Ste. Marie also secured or is supporting a number of major conferences, sports tournament and other events for 2017, including:

- North American Wildlife Enforcement Officers Association Annual Conference
- Highland Ford Can/Am Cup from the Canadian Snowcross Racing Association
- Guy Vetrie Basketball Tournament
- OFSSA Men's "AA" Basketball Championship
- Coaches Ontario Super Clinic
- Ontario Conservation Officers Conference
- Royal Purple Society Annual General Meeting
- OCAA Golf Championships
- Aboriginal Land Symposium
- Canadian Open and Youth Chess Championships
- Ontario Native Volleyball Invitational
- The National, a Pinty's Grand Slam of Curling Event
- 2nd Annual CAN/AM President's Cup VIP Poker Run
- Northern Ontario Forum for Food, Farms and Tourism
- Festivals & Events Ontario Conference
- 2nd Annual Queen Street Cruise

Attraction Packages

In 2016, Tourism Sault Ste. Marie also sold 6,466 two and three-night vacation packages, with options including the Agawa Canyon Train Tour, heritage and culture, golf and gaming, and spa and dining. This activity generated 13,000 visitor days and \$1.5 million in direct visitor spending.

A majority of these packages were sold on Tourism Sault Ste. Marie's Online Reservation System. The web portal was developed and unveiled in 2011 as the first of its kind in Northern Ontario and has grown in bookings year-over-year ever since.

Cruise Ships

It was a record-setting year for cruise ship traffic in Sault Ste. Marie. In 2016, two vessels, Pearl Mist and MV Victory II, made visits to Sault Ste. Marie a total of 20 times during the summer months. The ships brought more than 4,000 passengers to the Sault. During the day visits, traffic was noticeably high at many downtown attractions, including the Canadian Bushplane Heritage Centre and Ermatinger-Clergue National Historic Site.

Why has cruise ship traffic been increasing in recent years? Part of the reason is that Ian McMillan, Executive Director of Tourism Sault Ste. Marie, is a current Board member for the Great Lakes Cruise Coalition and former Chair of Cruise Ontario. The organizations work to attract cruise ships to the region.

Agawa Canyon Tour Train

Since 2015, Tourism Sault Ste. Marie has assumed all marketing responsibilities for the Agawa Canyon Tour Train, the region's No. 1 travel generator. With a successful promotional campaign, coupled with a high U.S. dollar, 31,471 passengers rode the attraction in 2016, which was a 5% increase over the previous year. There was also an uptick in group travel on the tour train. A total of 197 groups with 10,100 people made the journey to Agawa Canyon. This was a 21% increase over 2015

As well, Tourism Sault Ste. Marie sold 6,466 two-and-three-night vacation packages centred on the tour train in 2016, which was a 20% increase over the previous year. Meanwhile, thanks, in part, to the Agawa Canyon Tour Train, Sault Ste. Marie was ranked Canada's 33rd coziest city by Expedia in a December 2016 report.

Familiarization (FAM) Tours

In 2016, Tourism Sault Ste. Marie hosted 10 FAM tours for visiting travel writers, television shows, and other media personnel. This activity led to more than \$400,000 in unpaid marketing for the community. Following the tours, stories on local attractions and scenery were published in various outlets, including The National Post, Travel Gay Canada, Nord de l'Ontario and Chinese television programs. Tourism Sault Ste. Marie typically generates these types of opportunities by attending industry trade shows and marketplace events.

Group of Seven

In 2015, Tourism Sault Ste. Marie developed a Group of Seven product offering that includes stops at the Art Gallery of Algoma and Agawa Canyon. On the tour, visitors view original works, learn about the painters, and even take part in a tutorial by a professional artist. In 2016, the itinerary was expanded with new components, including a Group of Seven replica boxcar purchased by Tourism Sault Ste. Marie – using private sector funding – in the summer.

The product offering attracted more than 1,100 visitors – representing a total of nearly 3,000 visitor days – which was an increase of 20% over 2015. With the success, Ian McMillan, Executive Director of Tourism Sault Ste. Marie, delivered a keynote speech on the Group of Seven initiative at the Ontario Tourism Marketing Partnership Corporation's 2016 Provincial Opportunities Symposium.

Other Activity:

- By the end of 2016, the Tourism Sault Ste. Marie Facebook page reached more than 24,000 likes and was recognized by Redbrick Communications as first overall out of 321 cities in Ontario
- With private sector and industry partner funding, Tourism Sault Ste. Marie published its 2016 Visitors Guide and 2016 Festivals & Events Brochure
- Formed a partnership with Village Media to publish Sault-focused tourism content in cities across Northern Ontario
- Continued to work with Tourism Northern Ontario, Ontario Tourism Marketing Partnership Corporation and Porter Airlines on a regional initiative to drive more visitors to Sault Ste. Marie, via air.
- Filmed in Northern Ontario, Season 8 of the travel series Joseph Rosendo's Travelscope, which was supported by Tourism Sault Ste. Marie, was nominated for two Emmy Awards at the 2016 Creative Arts Emmy Awards Ceremony
- Supported the City of Sault Ste. Marie in developing a new Municipal flag
- Ian McMillan, Executive Director of Tourism Sault Ste. Marie, moderated a keynote session on growing indigenous tourism during the 2016 Ontario Tourism Summit
- Continued to be a lead organization in the development of the Lake Huron North Channel bike route, which is expected to be fully open in 2017
- During a visit from the Honourable Elizabeth Dowdeswell, the Tourism Sault Ste. Marie team guided the Lieutenant Governor of Ontario to various local attractions

- Took part in a multi-year initiative that led to the announcement of a year-round rest stop between Sault Ste. Marie and Wawa at Batchewana Bay in 2016

OUTREACH

Tourism Awards

It proved to be one of the best years in recent history for attraction visitations, cruise ship traffic and other tourism statistics. To recognize the people, businesses and organizations responsible for bolstering the community's visitor-friendly reputation, Tourism Sault Ste. Marie hosted its 14th annual Tourism Awards in November. The 2016 Tourism Sault Ste. Marie Awards winners were:

- Kim Forbes (Tourism Award of Excellence)
- Quality Inn & Suites Bay Front (Business of the Year Award)
- Tim Jin Suen- Front Desk/Reception at Algoma's Water Tower Inn & Suites (Customer Service Award) - Runner ups: Tanya Powe from Days Inn & Suites and John Doncaster from Holiday Inn Express
- Sault Ringette Club (Tourism Ambassador Award)
- Sandy Toole (Student Culinary Management Award and \$500 Scholarship)

Governance and Leadership

Tourism Sault Ste. Marie is represented on a variety of regional and provincial organizations, including:

- Travel Industry Council of Ontario
- Great Lakes Cruise Coalition
- Attractions Ontario
- Tourism Industry Association of Ontario
- Tourism Northern Ontario
- Ontario Tourism Marketing Partnership Corporation

Corporate Services & Finance

The Corporate Services team enables the activity and results from the other SSMEDC divisions. Simply put, Corporate Services supports the SSMEDC as a whole with a number of functions, including human resources, information technology, corporate communications, and freedom of information and protection of privacy. The team also provides general assistance to the CEO and administers special projects from the CEO's office. Corporate Services is additionally responsible for matters pertaining to governance of the SSMEDC's Board of Directors and administration of the City's Economic Development Fund.

ACTIVITY & PROJECTS

Human Resources

Corporate Services facilitated the human resources recruitment, interviewing and orientation of 15 individuals, including interns, summer students and new Board members. The division also coordinated staff performance evaluations, along with staff training sessions mandated by the Accessibility for Ontarians with Disabilities Act.

Board of Directors

Corporate Services facilitated dozens of Board and Committee meetings in 2016. As well, the division coordinated a strategic planning session with SSMEDC Board members and senior managers to chart the future of the organization's programs and activity. It should also be noted that SSMEDC Board and Committee members gave thousands of volunteer hours in 2016.

Information Technology

- Handled more than 1,100 staff requests for IT assistance, including issues related to computers and cellphones
- Maintained the SSMEDC website, www.saultcanada.com, which attracted 27,448 total visitors – making up 314,000 valid hits – a 6.2% increase over 2015
- Created two stand-alone websites to support SSMEDC and partner projects, including one site built for the 2016 EDCO Spring Symposium held in Sault Ste. Marie
- Assisted in the development of the Invest Sault Ste. Marie website
- Worked with the Sault Ste. Marie Chamber of Commerce to produce the 2016 Business Directory

Corporate Communications

- Produced six The Pulse newsletters, which is sent digitally to approximately 1,500 recipients, with an above-average "open" rate of 45% and "click" rate of 19%
- Generated 51 press releases, along with four news articles and columns for external publications
- Produced 52 Weekly Activity Reports, which are designed to keep citizens and partners informed of the SSMEDC's more day-to-day endeavours
- Generated 83 news stories for the SSMEDC's online news portal, which garnered more than 91,000 valid hits and made up nearly 30% of all traffic to the corporation's website
- Coordinated five press conferences and issued 10 media advisories

- Assisted in the production of four SSMEDC-focused video segments for Shaw TV and other news outlets
- With frequent activity, regular two-way communication and well over 1,000 tweets throughout the year, the @SaultEDC Twitter page grew from 1,400 to more than 2,000 followers in 2016
- Established a Corporate Facebook page in September, which grew to 250 followers by year-end

Other Activity

- Facilitated six Request for Proposals (RFPs) for various community economic development initiatives
- Supported the efforts of the Community Adjustment Committee, an independent, non-political group that's working to create a comprehensive plan to advance the city in the wake of setbacks with major local companies
- Commissioned the Conference Board of Canada to conduct a third-party analysis of the local economy
- Handled more than 4,000 public phone inquiries at reception
- Coordinated the EDCO Spring Symposium, which attracted economic development leaders from across Ontario
- Facilitated a forum involving 30 senior provincial economic officers from China, Brazil, India, United Kingdom, Mexico, France, United States and Canada
- The SSMEDC staff team received the Outstanding Employee Campaign Award (Under 100 Employees) from the United Way of Sault Ste. Marie & District for significantly increasing employee donations to the charity through payroll deduction to 94% participation
- The SSMEDC team initiated a winter clothes drive, which garnered six boxes of jackets and other gear, in support of local shelters
- Secured funding from senior levels of government through the Canada-Ontario Jobs Grant to send four staff members to Year 2 of the Economic Development program for working professionals offered at the University of Waterloo

Finance

In 2016, SSMEDC Finance undertook the following activity:

- Processed more than 6,500 financial transactions, including over 2,200 attractions packages sold through Tourism Sault Ste. Marie's Online Reservation System
- Managed over 30 funding contribution agreements and more than 100 funding claims with various programs of the Provincial and Federal Governments
- Provided financial management for two external organizations: Ontario's North Economic Development Corporation (ONEDC) and the Sault Ste. Marie Destination Marketing Fund (DMF)
- Managed 10 legal agreements for capital assets, including the E-commerce Building, Searchmont Ski Resort and specialty equipment

Economic Development Fund

Due to its expertise in economic development, the SSMEDC is charged by the City of Sault Ste. Marie with undertaking due diligence for applications made to City Council's Economic Development Fund (EDF). The SSMEDC provides administrative support to the EDF, and the Board of Directors reviews applications and

makes recommendations to City Council. In 2016, the following EDF applications were vetted by the SSMEDEC and recommended for approval:

- Sault College iE3 Initiative (\$400,000)
These funds are supporting the college in an \$18.2-million expansion project. With funding from all levels of government, Sault College is building a new Institute of Environment, Education and Entrepreneurship (iE3). Set to be complete in the spring of 2018, the facility will consist of three floors in the school's E Wing and one floor in its J Wing.
- Airport Hanger Expansion (\$250,000)
These funds were used to support a \$5.8-million expansion to the hangar facilities at the Sault Airport occupied by JD Aero, an aircraft maintenance, repair and overhaul company. With the investment, the firm is expanding its services and adding 50 staff to its workforce.
- Createch Group (\$200,000)
The firm, which provides customer and program support for Microsoft's Dynamics 365 cloud service, is establishing a \$2.9-million operation in Sault Ste. Marie. Createch, a subsidiary of Bell Canada, is seeking to hire 30 people by mid-2017. Within five years, it could employ as many as 250.
- Searchmont Ski Resort (\$100,000 loan guarantee)
To get the resort in operating condition before the winter season begins, Searchmont Ski Association uses a line of credit from its financial institution. Collateral for the credit is provided by a loan guarantee from the City's Economic Development Fund. The guarantee was renewed for another three-year term in 2016. It should be noted that the EDF funds have never been spent and are simply there to enable the resort to access a line of credit to get into operating condition each year.

Throughout 2016, the SSMEDEC also managed more than 15 claims for a number of EDF recipients from previous years.

Budget & Leveraging Municipal Investments

The SSMEDC is funded by various sources, including all levels of government and the private sector. Its 2016, it received \$1.74 million from the City of Sault Ste. Marie, which included funding for special projects financed by the Municipality's Economic Development Fund. Overall, this represents less than 1% of the City's total expenses for the year. The SSMEDC received an additional \$2.31 million from other sources in 2016.

The SSMEDC uses its Municipal investment to lever significant amounts of additional funds to undertake programs and services on behalf of the community. Being able to access such a high level of funding from senior levels of government is largely the result of the SSMEDC being an independent, non-profit organization.

Between 2010 and 2016, the Corporation received a total of \$11.4 million from the City. The SSMEDC used this funding to secure \$19.1 million from senior levels of government, the private sector and other sources. Essentially, for every dollar the Corporation receives from the City, it secures roughly two dollars from other sources.

In 2016, the SSMEDC received funding from the following sources:

- FedNor
- Northern Ontario Heritage Fund Corporation
- Ontario Ministry of Economic Development and Growth
- Ontario Ministry of Northern Development and Mines
- Ontario Ministry of Tourism, Culture and Sport
- Ontario Tourism Marketing Partnership Corporation
- Tourism Northern Ontario (RTO 13)
- Various private sector partners

Note: the Municipal investments in the SSMEDC include one-time projects financed by City Council's Economic Development Fund. These initiatives are generally outside of the normal scope of the SSMEDC's day-to-day programs and services.

Our Team

Note: a number of SSMEDC staff positions are project-specific contract roles funded by senior levels of government or partner organizations.

Tom Dodds
Chief Executive Officer

Donica Gouchie
Executive Assistant to the CEO

Business Development

Daniel Hollingsworth
Executive Director

Angela Bruni
Economic Development Officer

Nevin Buconjic
Manager, Trade, Investment & Community Marketing

John Febbraro
Manager, Industrial & Business Development

Harleen Puaar
Marketing & Communications Coordinator, Millworks Centre for Entrepreneurship

Andrew Ross
Manager, Enterprise Centre Services

Zoltan Virag
Manager, Small Business Advisory Services

Tourism Sault Ste. Marie

Ian McMillan
Executive Director

Lindsey Ackland
Coordinator, Visitor/Media Relations

Alicia Brown
Graphic Designer & Branding Coordinator

Alana Kenopic
Manager, Sports Tourism & Special Events

Jennifer King-Callon
Manager, Meetings, Conventions & Travel Trade

Tara Lucarelli
Tourism Partnership Coordinator

Megan Parlowe
Events Coordinator

Corporate Services

Debbie LaFleur
General Manager

Marc Capancioni
Communications Coordinator

Matthew Di Flumeri
Coordinator, Information & Technology

Emily Earle
Receptionist

Jessica Aceti, Michelle Lewis and Katherine Roy
Summer Students

Finance

Karen Madigan
Controller

Margaret VanLandeghem
Accounting Clerk

SSMEDC Labour Force Analysis

Summary as of May 1, 2017



Sault Ste. Marie

**ECONOMIC
DEVELOPMENT
CORPORATION**



Labour Force Status Summary (as of May 1, 2017)

Labour force status:

- ❑ The Stats Canada monthly Labour Force Survey data for April 2017 continues to show an employment situation well below the 20 year average.
- ❑ The following indices show the changes in relation to March 2017:
 - ❑ **Labour Force population** (persons >15 years): no change at 66,700
 - ❑ **Labour Force** (total employed and unemployed) increased by 200 to 35,200
 - ❑ **Number of Persons Employed** increased by 300 to 32,800
 - ❑ **Number of Persons not in the Labour Force** is up by 100 to 31,800
 - ❑ **Unemployment Rate** decreased from 7.1% to 6.8%
 - ❑ **Participation Rate** increased to 52.8%
 - ❑ The **Employment Rate** increased to 49.2%.



SSM Labour Force Data (Jan. 2016 – April 2017)

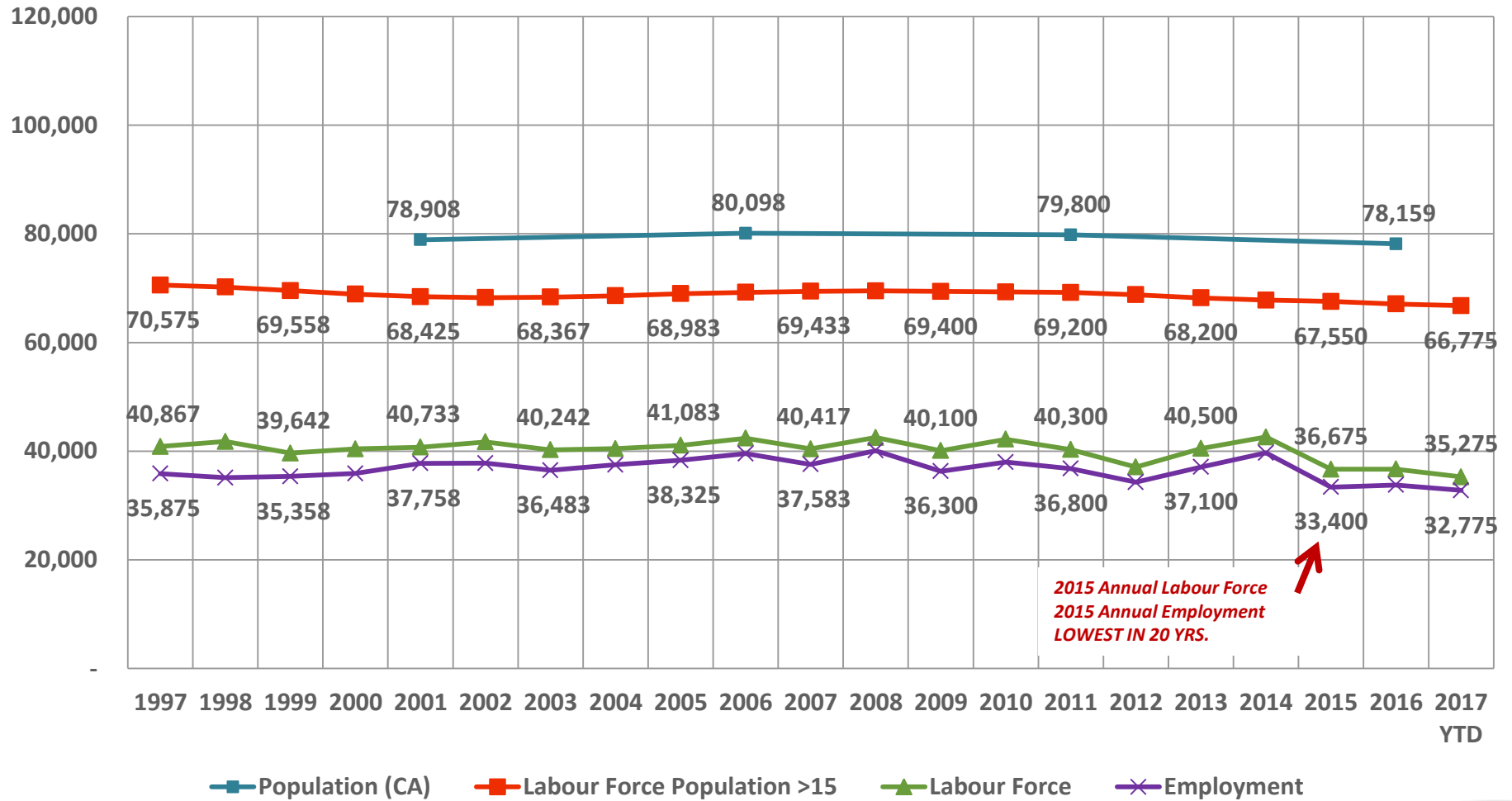
Labour Force Characteristics	Feb. 2016	March 2016	April 2016	May 2016	June 2016	July 2016	Aug. 2016	Sept. 2016	Oct. 2016	Nov. 2016	Dec. 2016	2016 Avg.	Jan. 2017	Feb. 2017	Mar. 2017	Apr. 2017
Labour Force Population >15	67,300	67,200	67,200	67,100	67,100	67,100	67,000	67,000	67,000	66,900	66,900	67,092	66,900	66,800	66,700	66,700
Labour Force	34,600	35,700	37,100	39,000	39,300	38,700	37,700	36,300	36,100	35,300	35,800	36,700	35,700	35,200	35,000	35,200
Employment	32,700	32,800	33,400	35,300	36,400	36,000	34,600	33,100	32,700	32,500	33,000	33,783	33,100	32,700	32,500	32,800
Unemployment	1,900	2,900	3,700	3,700	2,800	2,600	3,200	3,200	3,400	2,800	2,800	2,908	2,600	2,400	2,500	2,400
Not in Labour Force	32,700	31,500	30,100	28,100	27,800	28,400	29,300	30,700	30,900	31,600	31,100	30,392	32,200	31,600	31,700	31,600
Unemployment Rate	5.5	8.1	10	9.5	7.1	6.7	8.5	8.8	9.4	7.9	7.8	7.9	7.3	6.8	7.1	6.8
Participation Rate	51.4	53.1	55.2	58.1	58.6	57.7	56.3	54.2	53.9	52.8	53.3	54.7	53.4	52.7	52.5	52.8
Employment Rate	48.6	48.8	49.7	52.6	54.2	53.7	51.6	49.4	48.8	48.6	49.3	50.4	49.5	49.0	48.7	49.2

This Stats Canada Monthly Labour force Survey Data is useful in showing monthly and quarterly trends. Whether compared to the 2016 annual average or when Dec. 2016 is used as a reference, SSM continues to show negative labour trends well below the 20 yr. average.



SSM CA Labour Data 1997-2017 YTD

Census Agglomeration



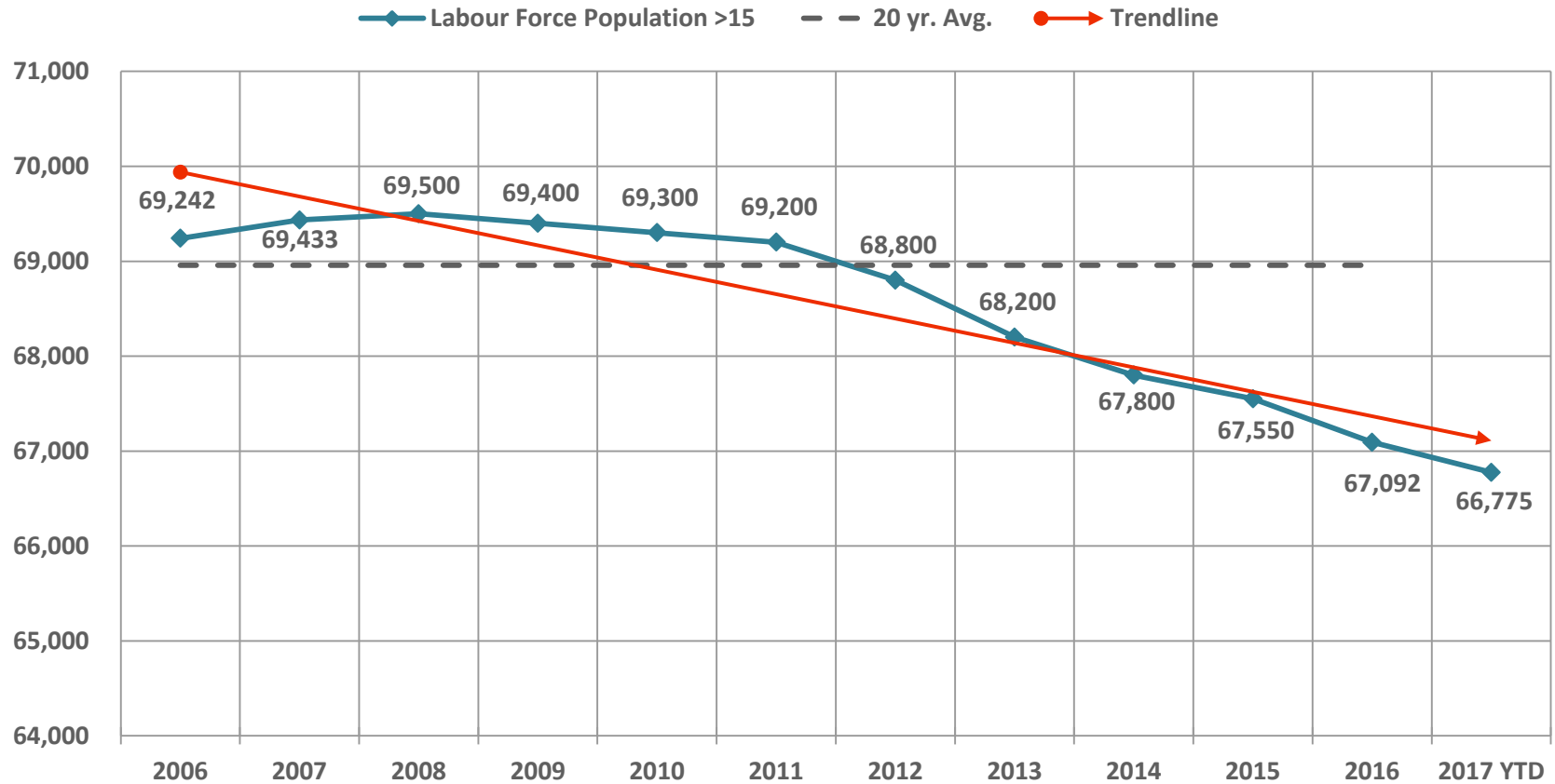


SSM Labour Force Data Summary (2006 – 2017 YTD)

Labour Force Characteristics	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017 YTD
Labour Force Population >15	69,242	69,433	69,500	69,400	69,300	69,200	68,800	68,200	67,800	67,550	67,092	66,775
Labour Force	42,400	40,417	42,500	40,100	42,200	40,300	37,100	40,500	42,600	36,675	36,700	35,275
Employment	39,550	37,583	40,100	36,300	38,000	36,800	34,300	37,100	39,700	33,400	33,783	32,775
Unemployment	2,708	2,833	2,400	3,800	4,200	3,600	2,800	3,400	2,900	3,258	2,908	2,475
Not in Labour Force	26,842	29,008	27,000	29,300	27,200	28,900	31,600	27,700	25,200	30,875	30,392	31,775
Unemployment Rate %	6.4	7.1	5.6	9.5	10	8.9	7.5	8.4	6.8	9.0	7.9	7.0
Participation Rate %	61.2	58.2	61.2	57.8	60.9	58.2	53.9	59.4	62.8	54.3	54.7	52.9
Employment Rate %	57.1	54.1	57.7	52.3	54.8	53.2	49.9	54.4	58.6	49.4	50.4	49.1

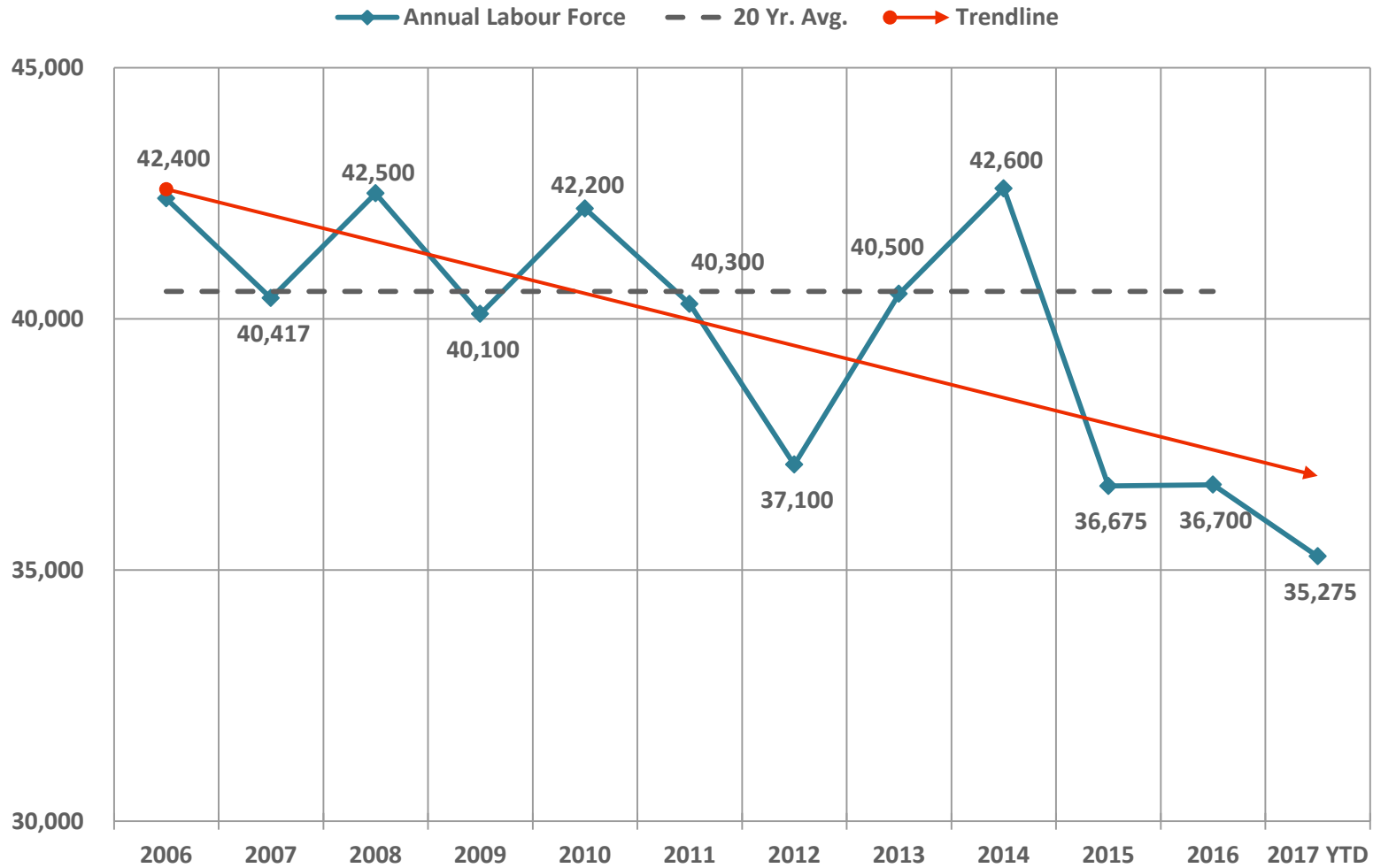


Annual Labour Force Population (Persons years of age)>15



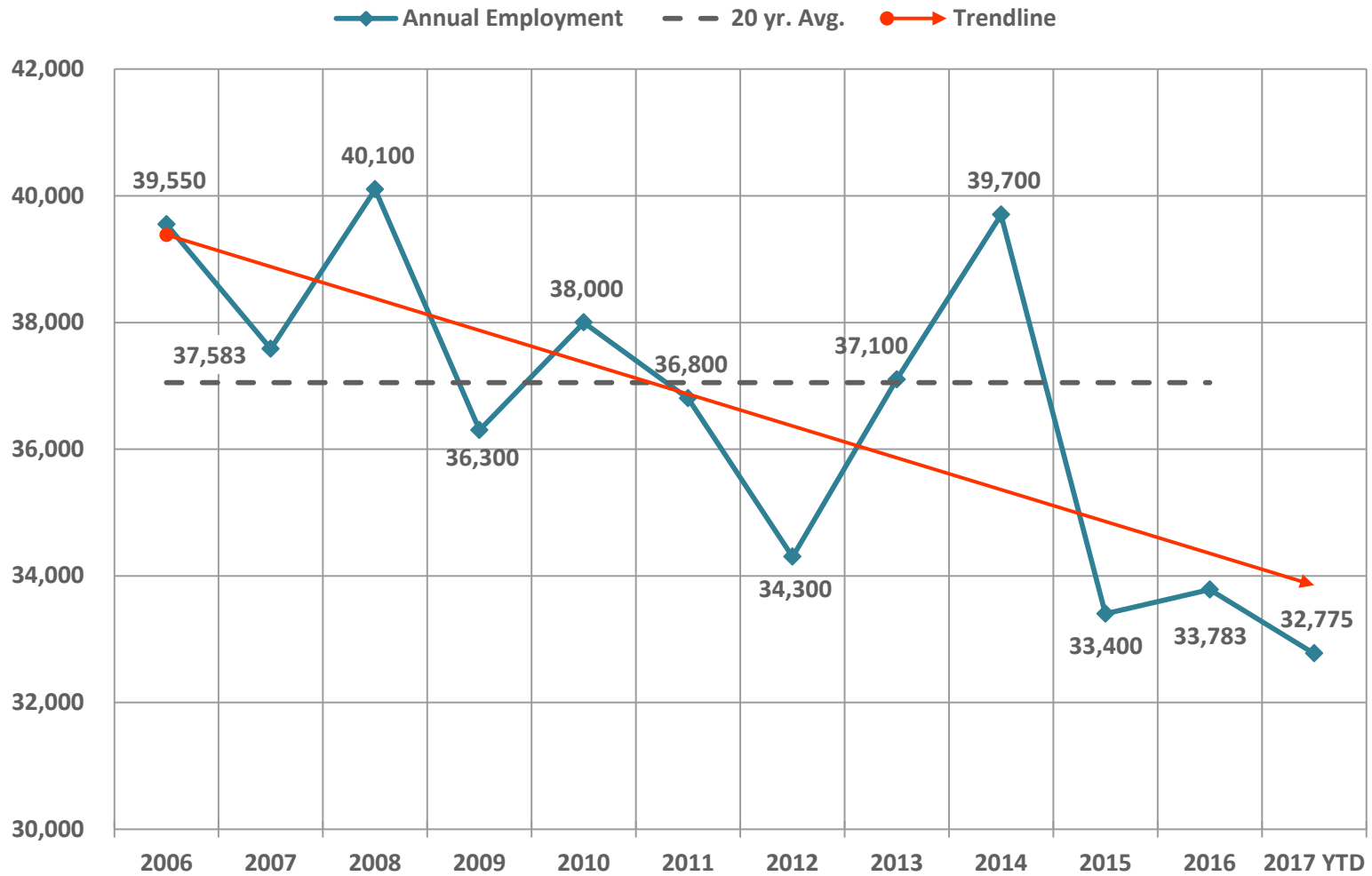


Annual Labour Force



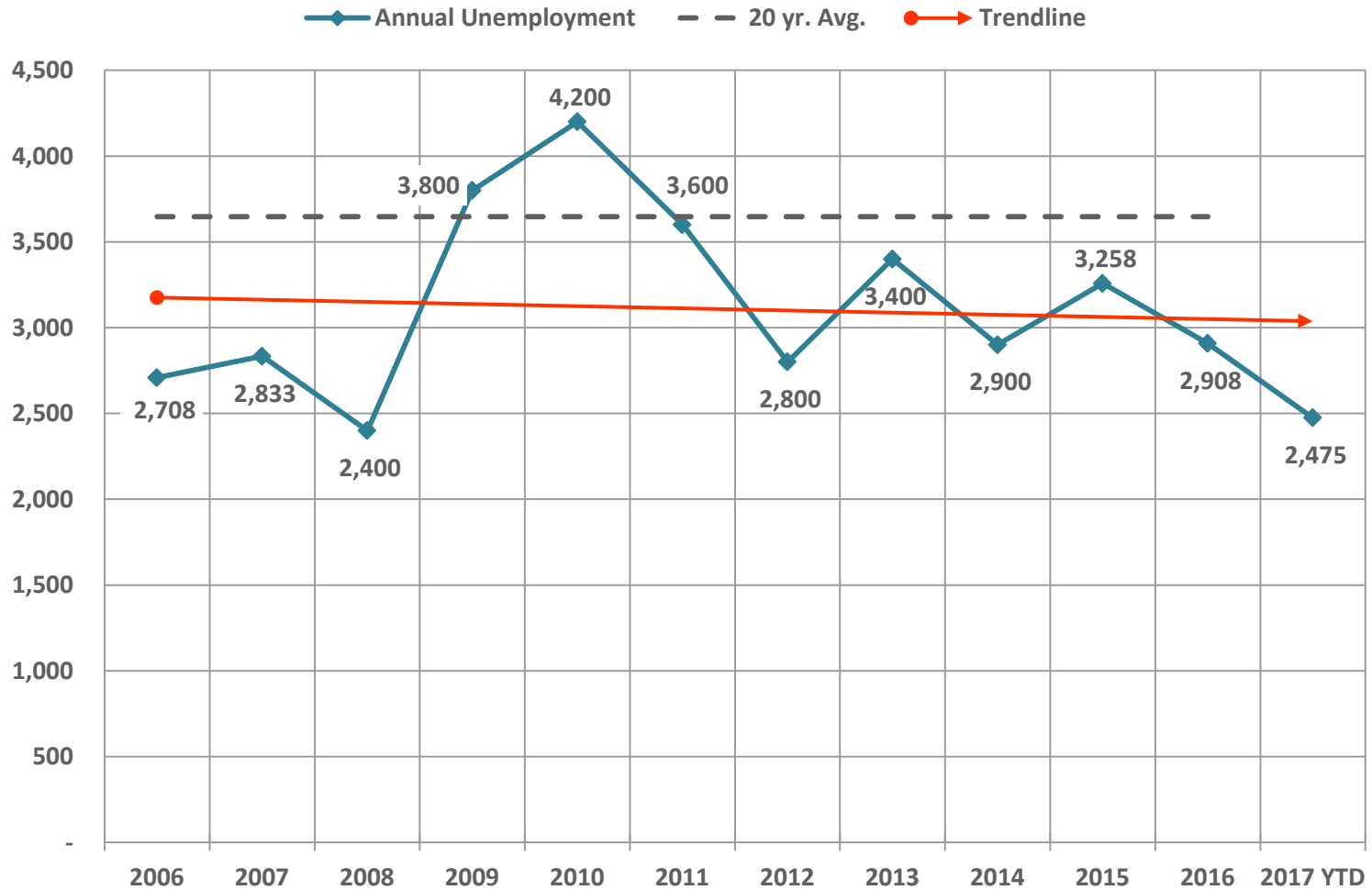


Annual Employment



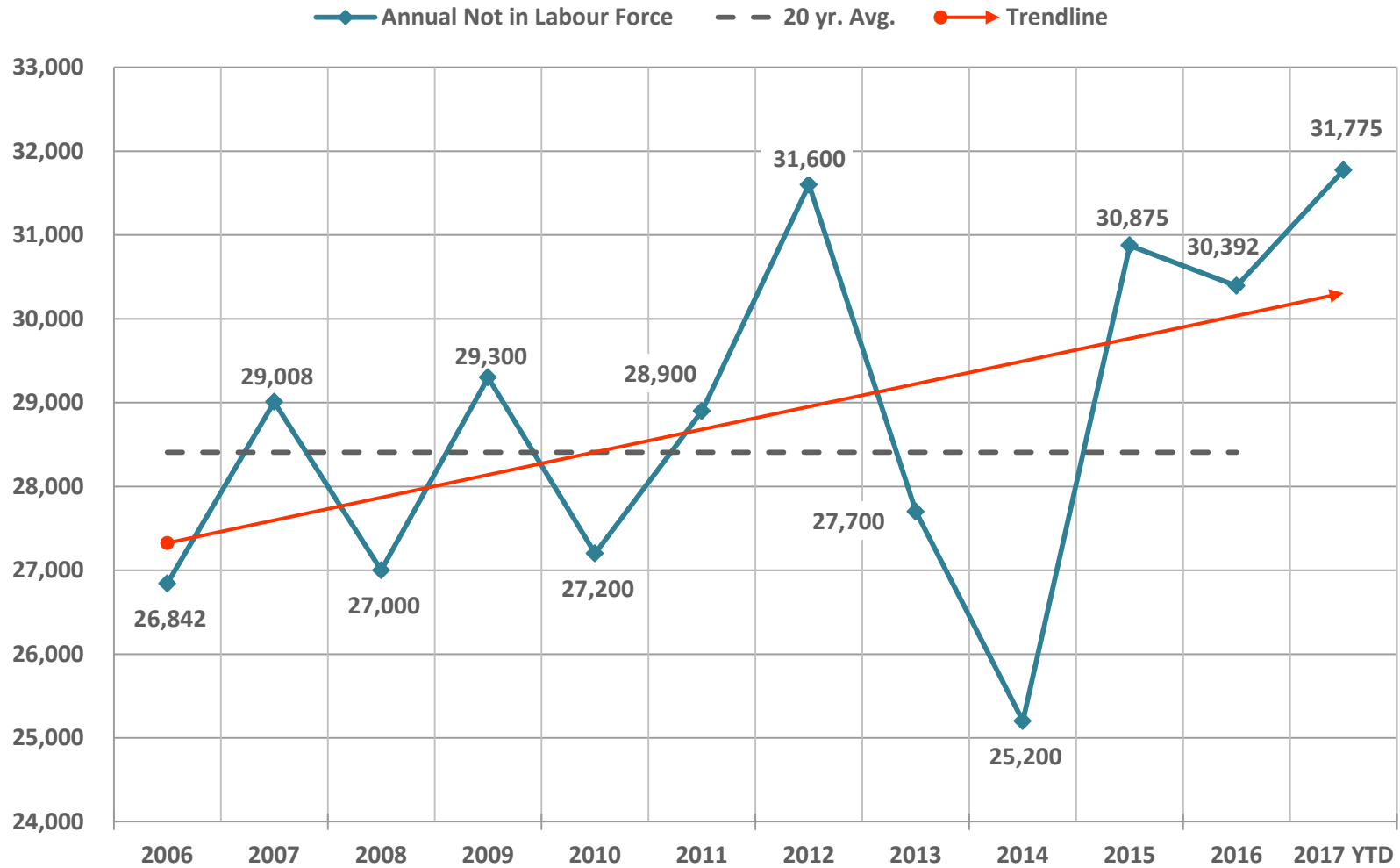


Annual Unemployment



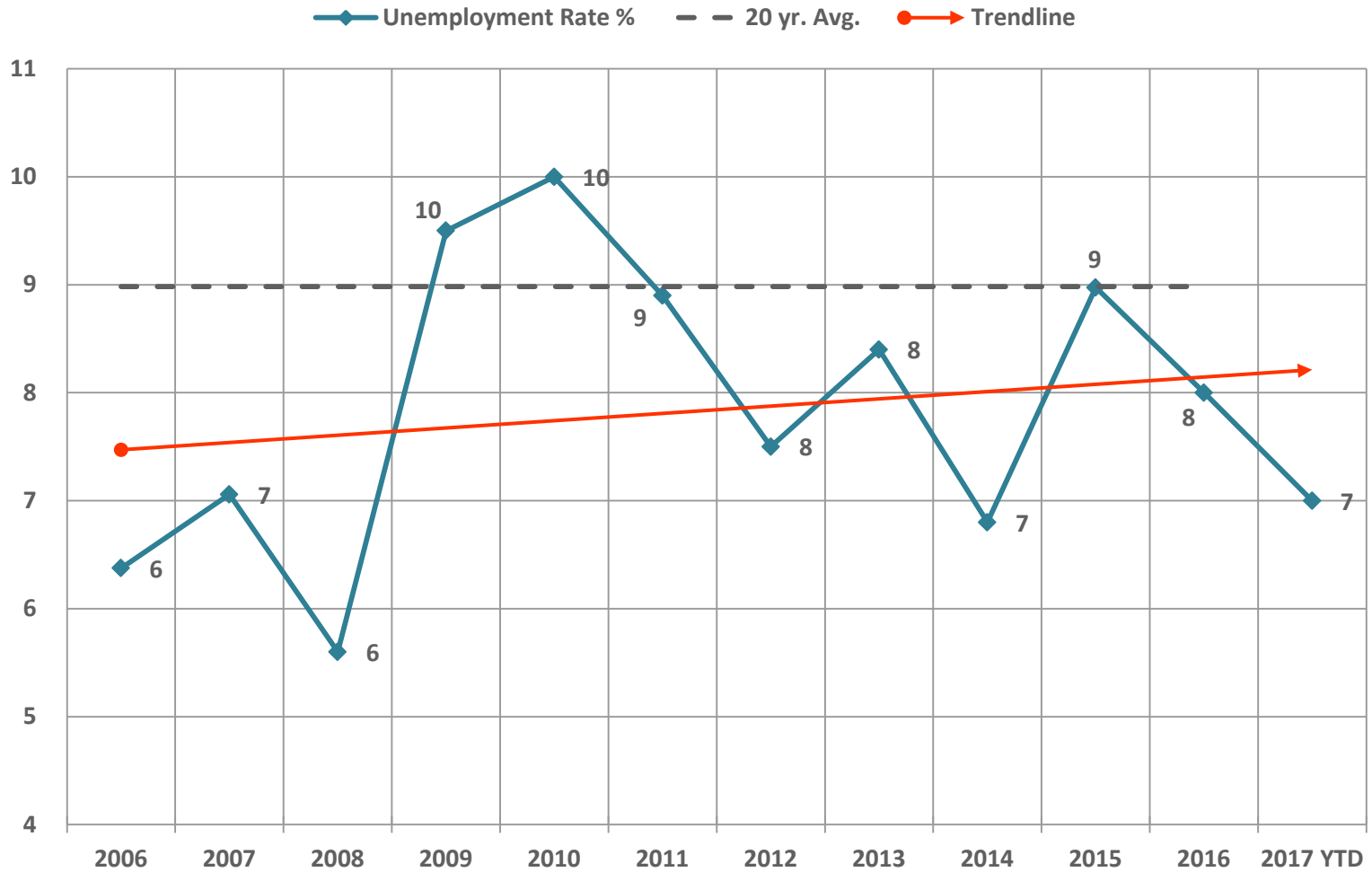


Annual Not in Labour Force



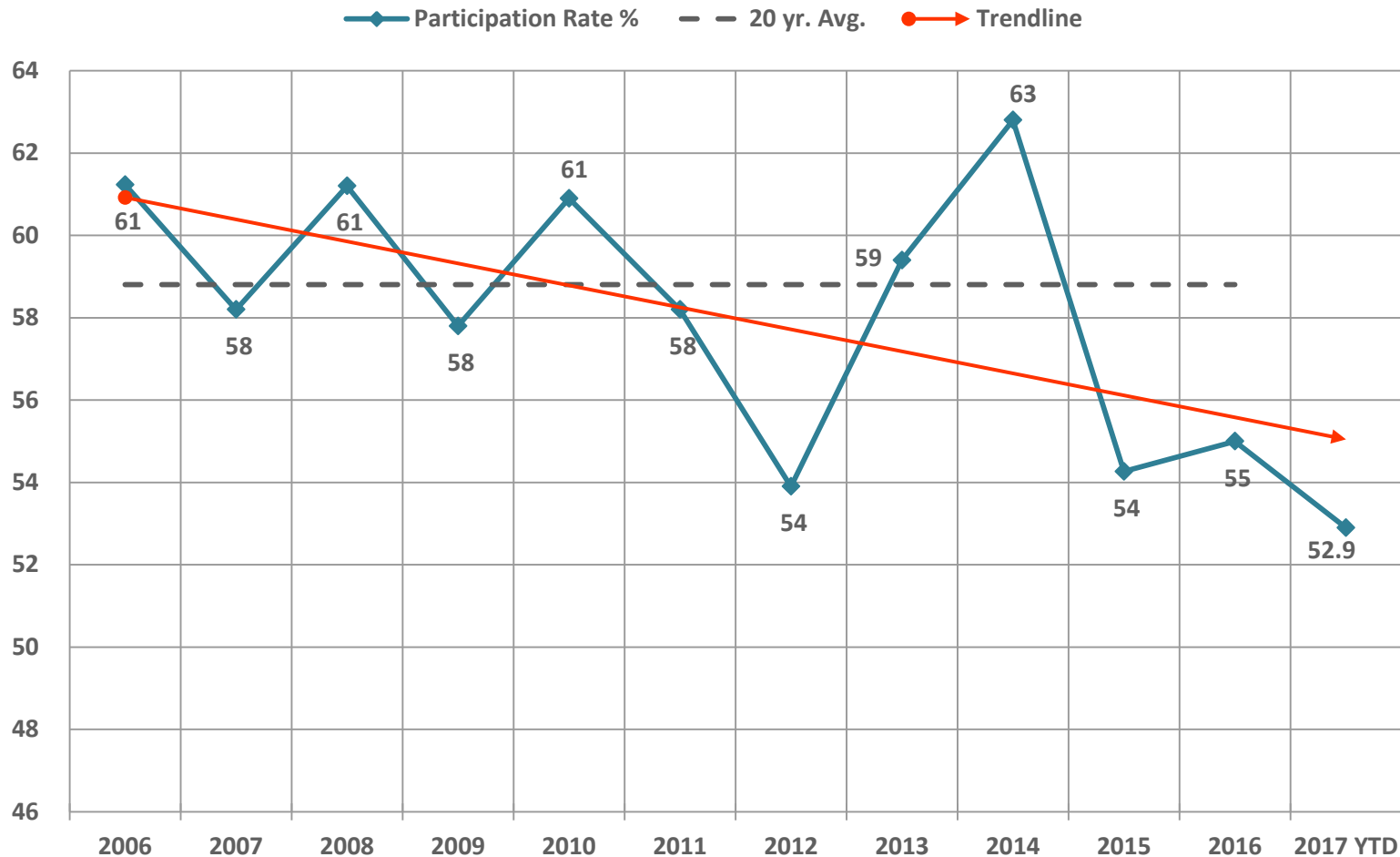


Unemployment Rate (%)



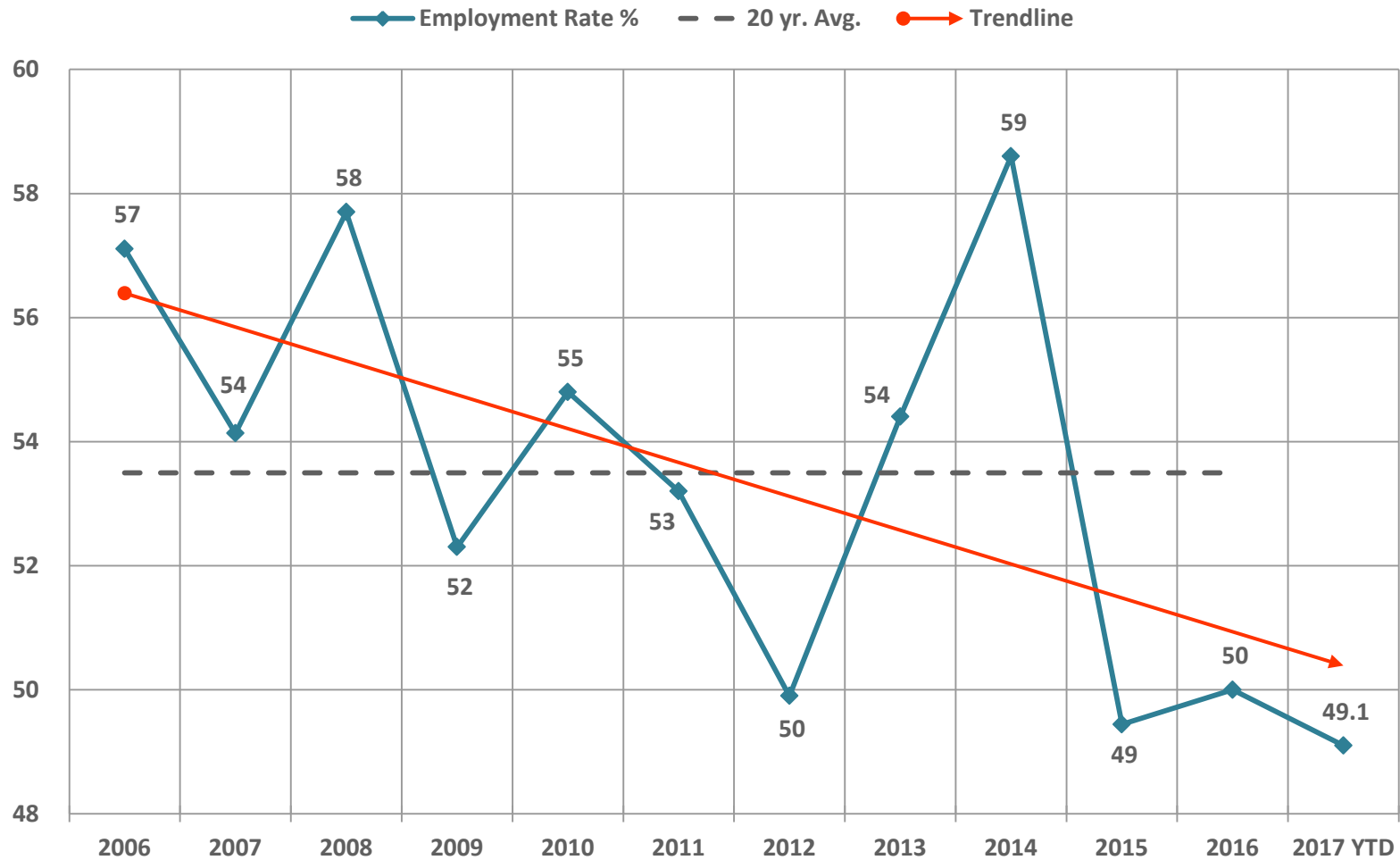


Participation Rate (%)

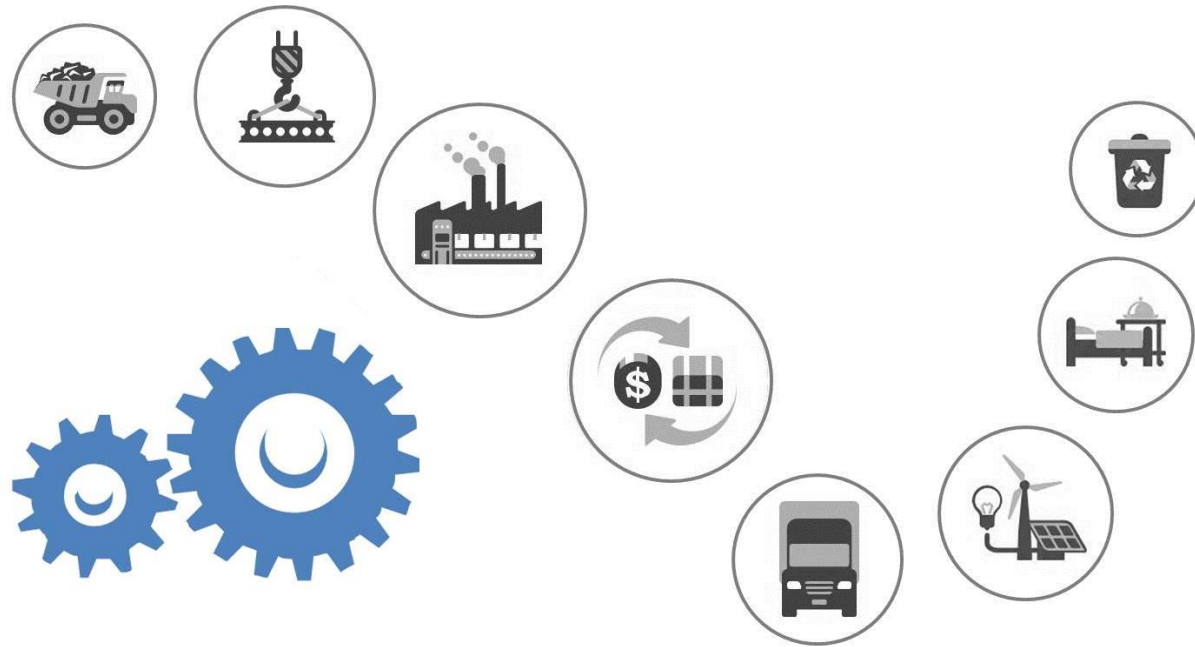




Employment Rate (%)



Monday, May 08, 2017



DRAFT

SUMMARY

GDP, Labour, Industrial Sector Analysis Report

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Summary

The SSMEDC has dedicated time and resource in preparing a comprehensive analysis of the City's economy. The result will serve as a reference to assist in future economic and community decision making. Some of the summary highlights are as follows:

The Sault Ste. Marie and Area (CA – Census Agglomeration) has an economy characterized by:

- o \$11 billion in Gross Output (sales)
- o A \$2.814 billion GDP in 2015 (2007 dollars)
- o Approximately 37,000 jobs and \$1.46 billion in wages
- o Its economic activity includes \$8.8 billion in the exports of goods and services outside of the area

Manufacturing (NAICS 31-33) is the community's most economically important industrial sector compared to all other 20 industrial sectors in the city using the North American Industrial Classification System (NAICS). It accounts for:

- o 11% of all jobs
 - o 17% of all wages
 - o 60% of Gross Output
 - o 70% of all exports outside of the area
- Steel manufacturing (NAICS 3311) as a subsector of Manufacturing, represents:
 - o 7.34% of city jobs in the area and 64 % of all jobs in the sector
 - o 12.6% of all city wages earnings in the area and 73% of all wage earnings in this sector
 - o 48.61% of city gross output and 80% of all sector gross output
 - o 68.43% of all exports outside the area and 80% of all exports in this sector
 - Taxpayer-funded sectors together represent a secondary but dominant influence on the economy. They include:
 - o Public Administration (91) (rank #2);
 - o Health and Social Services (62) (rank #3); and
 - o Educational Services (61) (rank #4).

- Together, Private Sector Manufacturing and these primarily publically funded industrial sectors, account for the following in SSM:
 - o 45% of all Jobs
 - o 37% of all Wages
 - o 40% of all GDP
 - o 76% of Gross Output
 - o 76% of Exports outside the area
- In comparison, Information and Cultural Services (51), Arts, Entertainment and Recreation (71) and Food Services (72), together account for:
 - o 11.2% of Jobs
 - o 6.83% of Wages
 - o 3.46% of Gross Output
 - o 7.2% of GDP
 - o 2.56 % of Exports outside the region.

Following, is a broad overview of the Conference Board of Canada's Review of the 2015 Economic Data and a more detailed summary of EMSI data and analysis for Sault Ste Marie.

Conference Board of Canada's 2015 SSM Industrial Sector Analysis (by NAICS Code)¹

Conference Board Categories	Employment 2015	GDP 2015 \$millions	NAICS Code for Industrial Sectors	
Totals	32,700	\$2,814M		

Primary and Utilities	1,200	\$92M	11	Agriculture, Forestry, Fishing & Hunting
			21	Mining, Quarrying, & Oil & Gas Extraction
			22	Utilities
Construction	1,600	\$146M	23	Construction
Manufacturing	3,200	\$381M	31-33	Manufacturing
Wholesale and Retail Trade	5,700	\$488M	41	Wholesale Trade
			44-45	Retail Trade
Transportation and Warehousing	900	\$77M	48-49	Transportation & Warehousing
Information and Cultural Industries	100	\$20M	51	Information & Cultural Industries
Finance, Insurance and Real Estate	1,000	\$410M	52	Finance and Insurance
			53	Real Estate & Rental & Leasing
Business Services	4,000	\$272M	54	Professional, Scientific & Technical Services
			55	Management of Companies & Enterprises
			56	Admin. Support, Waste Management & Remediation Services
Non-Commercial Services	7,500	\$465M	61	Educational Services
			62	Health Care & Social Assistance
Personal Services	5,200	\$183M	71	Arts, Entertainment & Recreation
			72	Accommodation & Food Services
			81	Other Services (except Public Administration)
Public Administration	2,300	\$280M	91	Public Administration

(1) **SOURCE:** Conference Board of Canada – Mid-sized Cities Outlook 2016

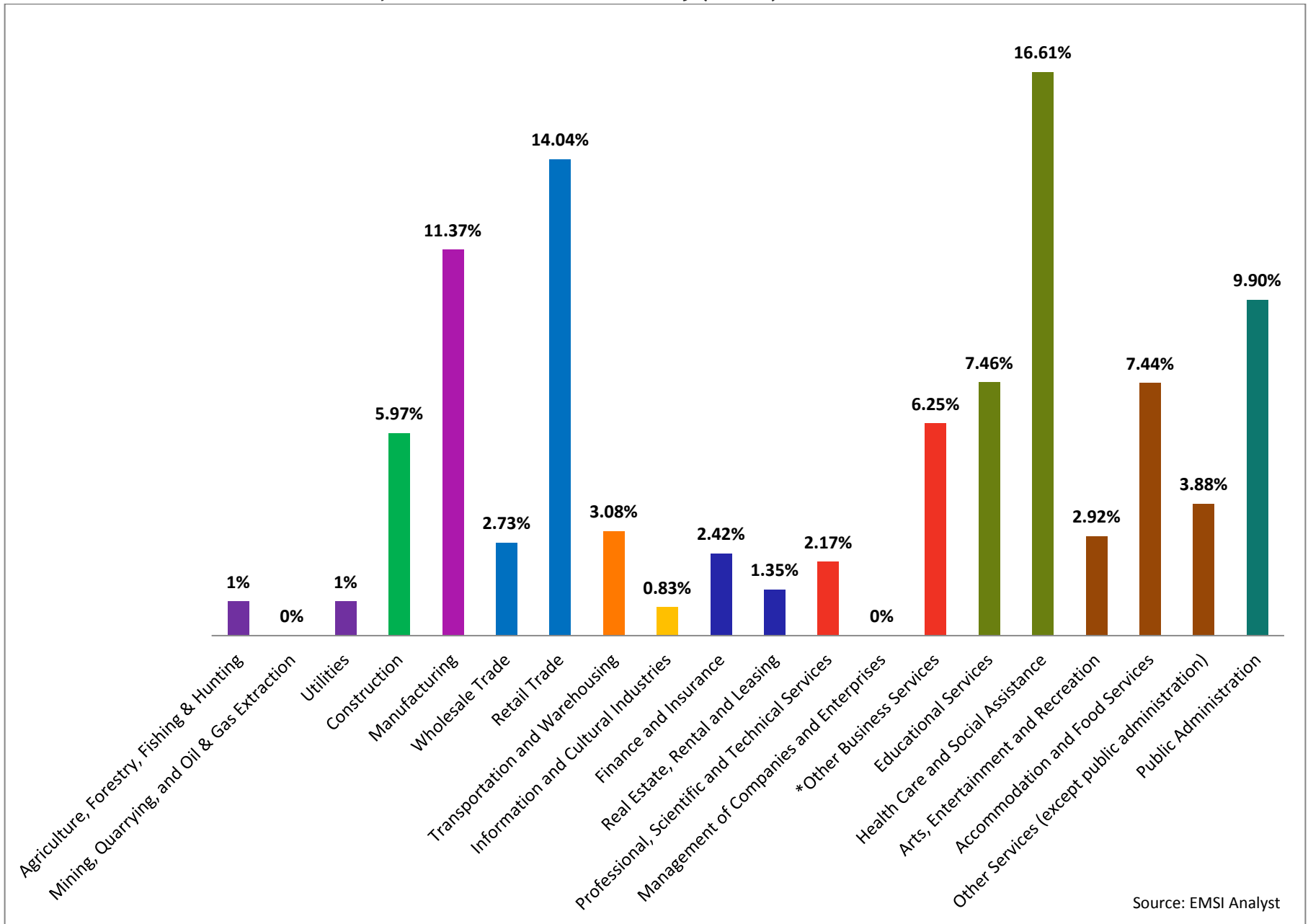
EMSI 2017 SSM Industrial Sector Analysis by NAICS Code – Jobs, Wages, Sales, Avg. Wages, Exports

NAICS	Industry	Jobs	Wages	Sales	Average Wages	Exports
PRIMARY & UTILITIES SECTOR TOTALS		593	\$33,193,091	\$205,409,105	\$54,350	\$122,539,174
11	Agriculture, Forestry, Fishing & Hunting	248	\$9,561,321	\$80,410,814	\$38,554	\$55,702,518
	Total as % of all Sectors:	1%	0.09%	0.92%		0.63%
21	Mining, Quarrying, and Oil & Gas Extraction	23	\$1,265,839	\$13,467,108	\$55,036	\$10,061,126
	Total as % of all Sectors:	0%	0%	0%		0.11%
22	Utilities	322	\$22,365,931	\$111,531,183	\$69,459	\$56,775,530
	Total as % of all Sectors:	1%	2%	1%		0.64%
CONSTRUCTION SECTOR TOTALS		2,203	\$100,159,371	\$569,277,054	\$45,465	\$172,735,205
23	Construction	2,203	\$100,159,371	\$569,277,054	\$45,465	\$172,735,205
	Total as % of all Sectors:	5.97%	6.86%	5.16%		1.95%
MANUFACTURING SECTOR TOTALS		4,195	\$245,097,110	\$6,671,370,557	\$58,426	\$6,151,681,580
31-33	Manufacturing	4,195	\$245,097,110	\$6,671,370,557	\$58,426	\$6,151,681,580
	Total as % of all Sectors:	11.37%	16.79%	60.45%		69.37%
WHOLESALE & RETAIL TRADE SECTOR TOTALS		6,187	\$162,124,550	\$474,708,452	\$34,178	\$236,841,299
41	Wholesale Trade	1,006	\$46,270,081	\$165,093,318	\$45,994	\$100,735,442
	Total as % of all Sectors:	2.73%	3.17%	1.50%		1.14%
44-45	Retail Trade	5,181	\$115,854,469	\$309,615,134	\$22,361	\$136,105,857
	Total as % of all Sectors:	14.04%	7.94%	2.81%		1.53%
TRANSPORTATION & WAREHOUSING SECTOR TOTALS		1,137	\$49,899,063	\$208,436,074	\$43,887	\$140,394,891
48-49	Transportation and Warehousing	1,137	\$49,899,063	\$208,436,074	\$43,887	\$140,394,891
	Total as % of all Sectors:	3.08%	3.42%	1.89%		1.58%
INFORMATION & CULTURAL TRADE SECTOR TOTALS		305	\$12,306,253	\$65,835,860	\$40,348	\$28,220,088
51	Information and Cultural Industries	305	\$12,306,253	\$65,835,860	\$40,348	\$28,220,088
	Total as % of all Sectors:	0.83%	0.84%	0.60%		0.32%
FINANCE, INSURANCE & REAL ESTATE SECTOR TOTALS		1390	\$52,102,366	\$421,833,387	\$37,512	\$179,889,805
52	Finance and Insurance	892	\$33,372,293	\$192,505,075	\$37,413	\$80,705,169
	Total as % of all Sectors:	2.42%	2.29%	1.74%		0.91%
53	Real Estate, Rental and Leasing	498	\$18,730,073	\$229,328,312	\$37,611	\$99,184,636
	Total as % of all Sectors:	1.35%	1.28%	2.08%		1.12%

NAICS	Industry	Jobs	Wages	Sales	Average Wages	Exports
BUSINESS SERVICES SECTOR TOTALS		3,108	\$89,234,256	\$220,138,528	\$31,842	\$129,958,501
54	<i>Professional, Scientific and Technical Services</i>	800	\$30,636,817	\$95,071,570	\$38,296	\$44,017,745
	Total as % of all Sectors:	2.17%	2.10%	0.86%		0.50%
55	<i>Management of Companies and Enterprises</i>					
	Total as % of all Sectors:					0%
56	<i>Administrative & Support, Waste Management and Remediation Services</i>	2,308	\$58,597,439	\$125,066,958	\$25,389	\$85,940,756
	Total as % of all Sectors:	6.25%	4.01%	1.13%		0.97%
NON-COMMERCIAL SERVICES SECTOR TOTALS		8,880	\$403,638,286	\$782,014,817	\$47,084	\$561,232,057
61	<i>Educational Services</i>	2,752	\$141,366,286	\$264,194,821	\$51,369	\$217,311,562
	Total as % of all Sectors:	7.46%	9.68%	2.39%		2.45%
62	<i>Health Care and Social Assistance</i>	6,128	\$262,272,000	\$517,819,996	\$42,799	\$343,920,495
	Total as % of all Sectors:	16.61%	17.96%	4.69%		3.88%
PERSONAL SERVICES SECTOR TOTALS		5,255	\$116,436,092	\$461,523,559	\$26,388	\$253,432,300
71	<i>Arts, Entertainment and Recreation</i>	1,078	\$44,201,207	\$161,797,899	\$41,003	\$138,934,581
	Total as % of all Sectors:	2.92%	3.03%	1.47%		1.57%
72	<i>Accommodation and Food Services</i>	2,745	\$36,717,414	\$150,868,357	\$13,376	\$59,377,351
	Total as % of all Sectors:	7.44%	2.51%	1.37%		0.67%
81	<i>Other Services (except public administration)</i>	1,433	\$35,517,471	\$148,857,303	\$24,785	\$55,120,368
	Total as % of all Sectors:	3.88%	2.43%	1.35%		0.62%
PUBLIC ADMINISTRATION SECTOR TOTALS		3,653	\$195,800,034	\$954,987,222	\$53,600	\$890,624,911
91	<i>Public Administration</i>	3,653	\$195,800,034	\$954,987,222	\$53,600	\$890,624,911
	Total as % of all Sectors:	9.90%	13.41%	8.65%		10.04%
ALL SECTORS		36,903	\$1,459,990,472	\$11,035,534,615	\$39,563	\$8,867,549,814

SOURCE: EMSI ANALYST 2016 INPUT/OUTPUT MODEL

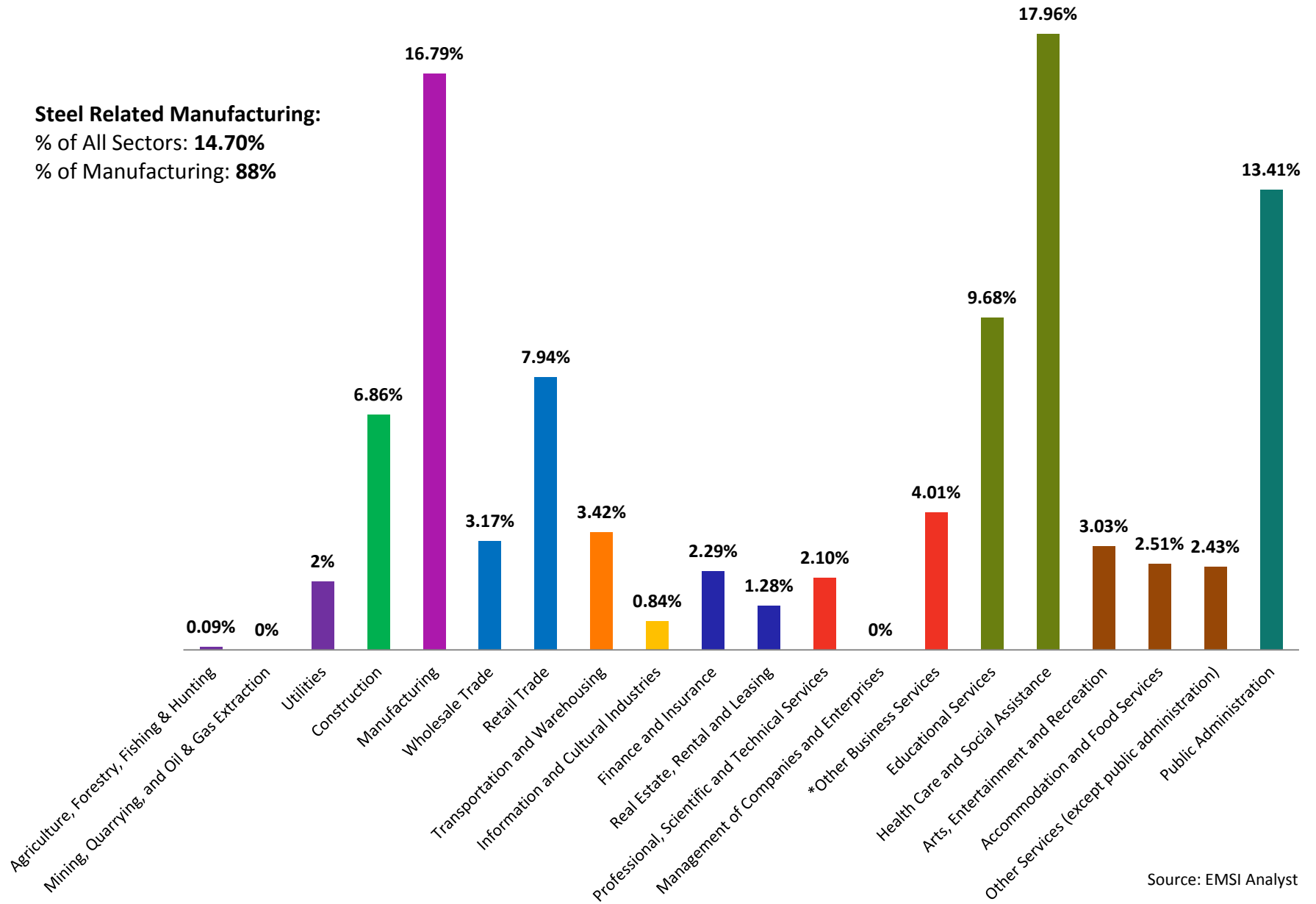
% of Total SSM Jobs in 20 Primary (NAICS) Industrial Sectors



* Administrative & Support, Waste Management and Remediation Services

% of Total SSM Wages

Steel Related Manufacturing:
 % of All Sectors: **14.70%**
 % of Manufacturing: **88%**



Source: EMSI Analyst

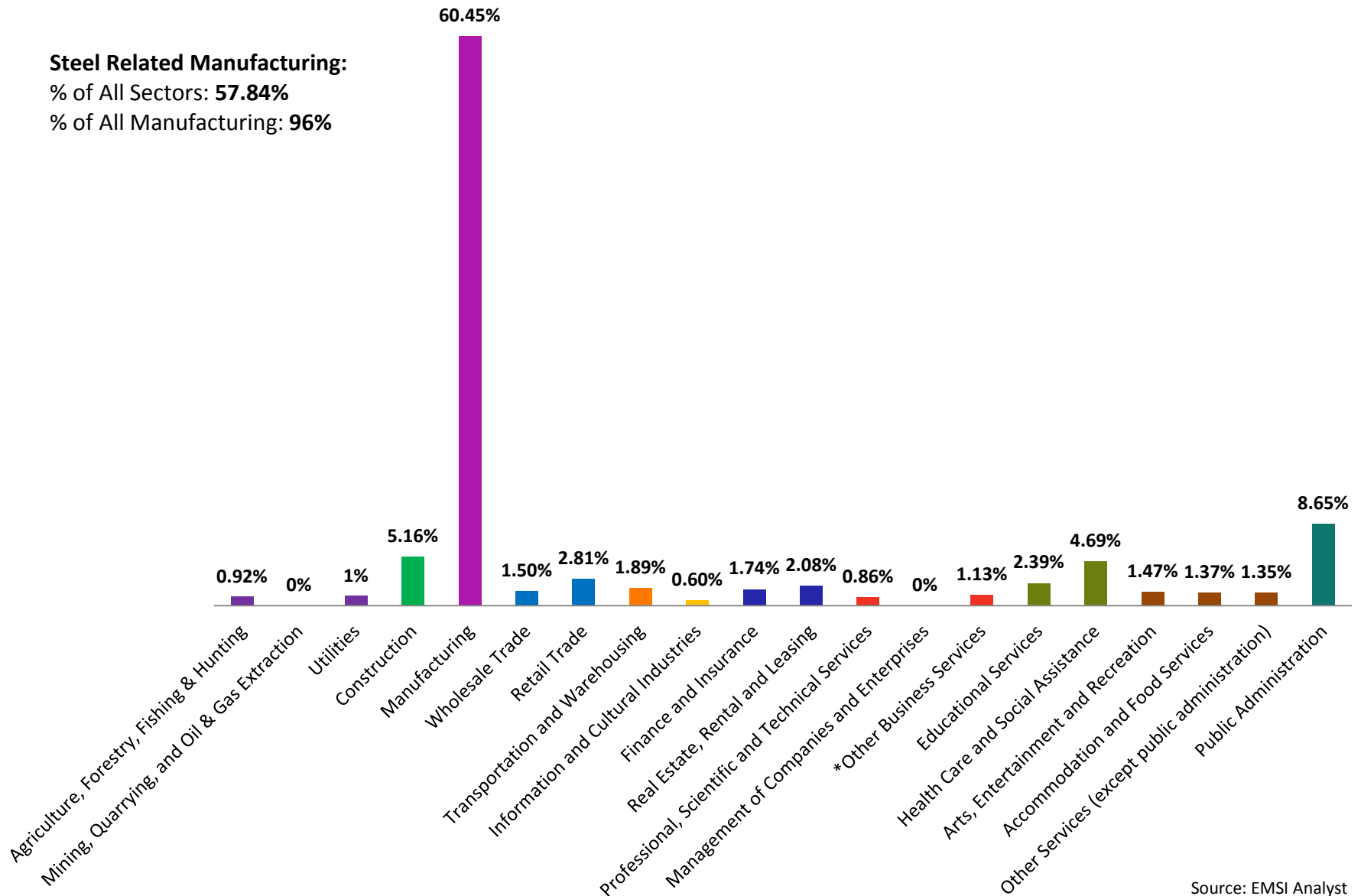
* Administrative & Support, Waste Management and Remediation Services

% of Total SSM Gross Output¹ (Sales)

Steel Related Manufacturing:

% of All Sectors: **57.84%**

% of All Manufacturing: **96%**



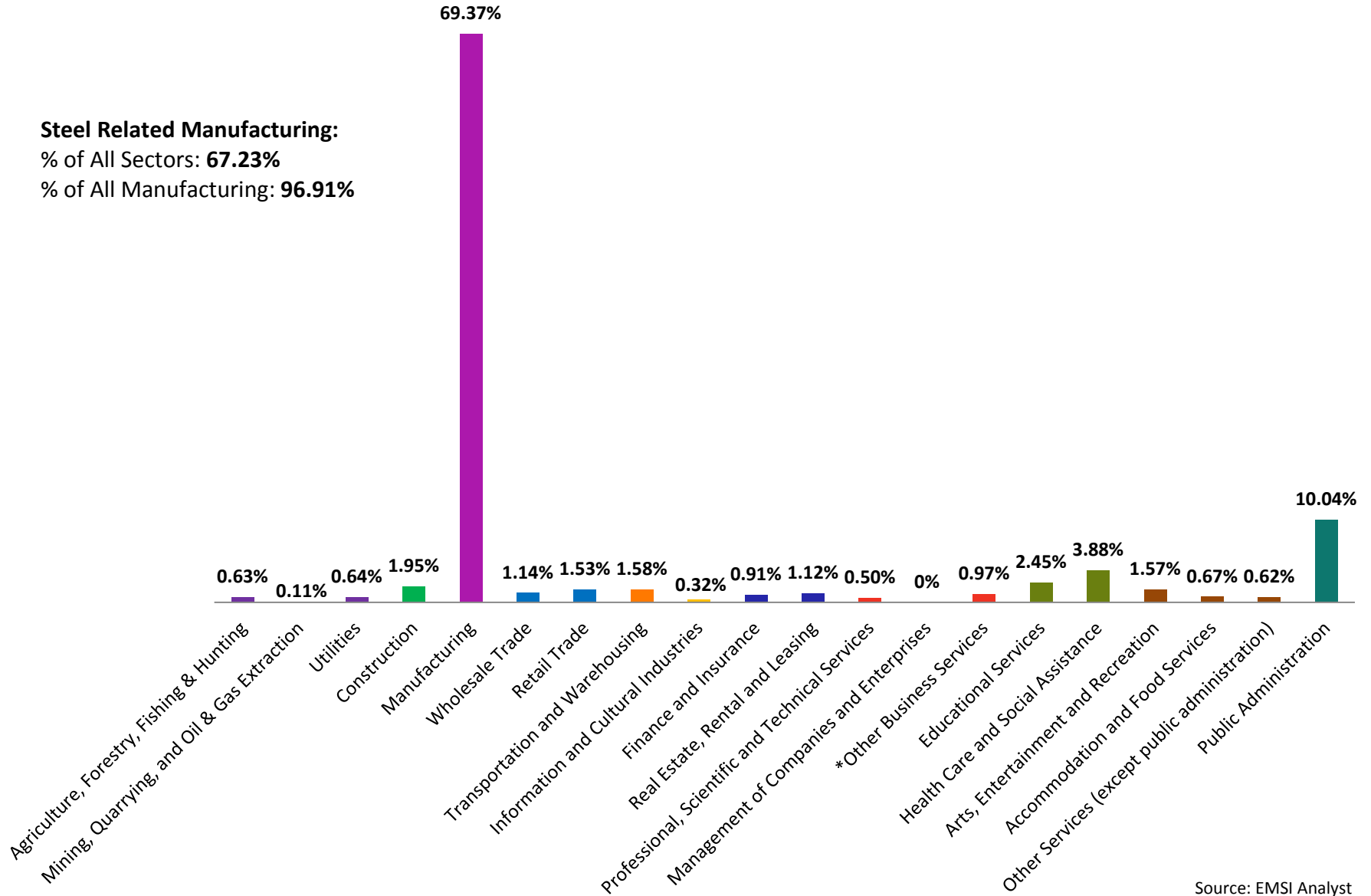
Source: EMSI Analyst

* Administrative & Support, Waste Management and Remediation Services

¹Gross output is principally a measure of an industry's sales or receipts, which can include sales to final users in the economy (GDP) or sales to other industries (intermediate inputs). Gross output can also be measured as the sum of an industry's value added and intermediate inputs.

% of Total SSM Exports

Steel Related Manufacturing:
 % of All Sectors: **67.23%**
 % of All Manufacturing: **96.91%**



Source: EMSI Analyst

* Administrative & Support, Waste Management and Remediation Services

EMSI Industrial Sector Analysis Top 10 SSM Industry Subsectors (4 digit) NAICS Code

Top 10 Industry Subsectors (4-Digit NAICS): Total Jobs in SSM (CA)

Ranking	Industry	Jobs
1	Iron and steel mills and ferro-alloy manufacturing (3311)	2,707
2	Full-service restaurants and limited-service eating places (7225)	2,130
3	General medical and surgical hospitals (6221)	2,043
4	Elementary and secondary schools (6111)	1,891
5	Local, municipal and regional public administration (9130)	1,516
6	Provincial and territorial public administration (9120)	1,349
7	Grocery stores (4451)	1,030
8	Business support services (5614)	1,016
9	Nursing care facilities (6231)	985
10	Gambling industries (7132)	758
Total		15,425
% of Total SSM Jobs		41.80%

SOURCE: EMSI ANALYST 2017

Top 10 Industry Subsectors (4-Digit NAICS): Total Wages in SSM (CA)

Ranking	Industry	Wages
1	Iron and steel mills and ferro-alloy manufacturing (3311)	\$176,122,078
2	General medical and surgical hospitals (6221)	\$114,110,993
3	Elementary and secondary schools (6111)	\$105,027,880
4	Provincial and territorial public administration (9120)	\$89,794,081
5	Local, municipal and regional public administration (9130)	\$61,270,792
6	Gambling industries (7132)	\$39,399,306
7	Other federal services (9112-9119)	\$36,756,206
8	Building equipment contractors (2382)	\$36,745,336
9	Nursing care facilities (6231)	\$32,177,809
10	Steel product manufacturing from purchased steel (3312)	\$32,133,539
Total		\$723,538,020
% of Total SSM Wages		50%

SOURCE: EMSI ANALYST 2017

Top 10 Industry Subsectors (4-Digit NAICS): Total Gross Output (Sales) in SSM (CA)

Ranking	Industry	Gross Output
1	Iron and steel mills and ferro-alloy manufacturing (3311)	\$5,364,085,977
2	Steel product manufacturing from purchased steel (3312)	\$978,679,487
3	Provincial and territorial public administration (9120)	\$617,249,007
4	Residential building construction (2361)	\$229,122,316
5	General medical and surgical hospitals (6221)	\$225,296,463
6	Local, municipal and regional public administration (9130)	\$207,516,956
7	Elementary and secondary schools (6111)	\$196,283,164
8	Lessors of real estate (5311)	\$155,188,003
9	Gambling industries (7132)	\$144,220,608
10	Building equipment contractors (2382)	\$140,880,295
Total		\$8,258,522,275
% of Total SSM Gross Output		74.84%

* Gross output is principally a measure of an industry's sales or receipts, which can include sales to final users in the economy (GDP) or sales to other industries (intermediate inputs). Gross output can also be measured as the sum of an industry's value added and intermediate inputs.

SOURCE: EMSI ANALYST 2017

Top 10 Industry Subsectors (4-Digit NAICS): Total Exports in SSM (CA)

Ranking	Industry	Exports
1	Iron and steel mills and ferro-alloy manufacturing (3311)	\$5,032,264,749
2	Steel product manufacturing from purchased steel (3312)	\$899,374,906
3	Provincial and territorial public administration (9120)	\$593,189,063
4	Local, municipal and regional public administration (9130)	\$178,931,237
5	Elementary and secondary schools (6111)	\$160,967,020
6	General medical and surgical hospitals (6221)	\$148,644,415
7	Gambling industries (7132)	\$132,631,841
8	Other federal services (9112-9119)	\$88,440,003
9	Residential building construction (2361)	\$68,877,708
10	Rail transportation (4821)	\$67,277,547
Total		\$7,370,598,490
% of Total SSM Exports		83%

* Exports are the value of all goods and services exported outside of the area (CA).

SOURCE: EMSI ANALYST 2017

Top 5 Industry Subsectors (4-DIGIT NAICS) (out of top 10) by Total Jobs, Wages, Gross Output⁽¹⁾ & Export Revenue in SSM					
Ranking	Industry	Jobs	Wages	Gross Output	Export Revenue
1	Iron and steel mills and ferro-alloy manufacturing (3311)	2707	\$176,122,078	\$5,364,085,977	\$5,032,264,749
2	General medical and surgical hospitals (6221)	2043	\$114,110,993	\$225,296,463	\$148,644,415
3	Elementary and secondary schools (6111)	1891	\$105,027,880	\$196,283,164	\$160,967,020
4	Provincial and territorial public administration (9120)	1349	\$89,794,081	\$617,249,007	\$593,189,063
5	Gambling industries (7132)	758	\$39,399,306	\$144,220,608	\$132,631,841
Totals		8,748	\$524,454,338	\$6,547,135,219	\$6,067,697,089
ALL SECTORS TOTALS IN SSM (CA) ²		36,903	\$1,459,990,472	\$11,035,534,615	\$8,867,549,814

Top 5 Subsectors (out of top 10) Compared to All Industry Subsectors					
Ranking	Industry	% of Total SSM (CA) Jobs	% of Total SSM (CA) Wages	% of Total SSM (CA) Gross Output	% of Total SSM (CA) Export Revenue
1	Iron and steel mills and ferro-alloy manufacturing (3311)	7.34%	12.06%	48.61%	57%
2	General medical and surgical hospitals (6221)	5.54%	7.82%	2.04%	2%
3	Elementary and secondary schools (6111)	5.13%	7.19%	1.78%	2%
4	Provincial and territorial public administration (9120)	3.66%	6.15%	5.59%	7%
5	Gambling industries (7132)	2.05%	2.70%	1.31%	1%
Total % of SSM (CA) ²		23.71%	35.92%	59.33%	68.43%
1) Gross output (GO) is an economic concept used to measure total economic activity in the production of new goods and services in an accounting period. It is a much broader measure of the economy than gross domestic product (GDP), which is limited mainly to final output (finished goods and services). Economists regard GO and GDP as complementary aggregate measures of the economy. Many analysts view GO as a more comprehensive way to analyze the economy and the business cycle. Gross output [GO] is the natural measure of the production sector, while net output [GDP] is appropriate as a measure of welfare. 2) CA: Census Agglomeration for Sault Ste. Marie SOURCE: EMSI ANALYST 2017					

NAICS Industry Subsectors

Source: Statistics Canada



Primary and Utilities Sector (NAICS 11, 21, 22)

(11) Agriculture, Forestry, Fishing and Hunting

This sector comprises establishments primarily engaged in growing crops, raising animals, harvesting timber, harvesting fish and other animals from their natural habitats and providing related support activities.

Breakdown within the Sector:

- 111 – Crop production
- 112 – Animal production and aquaculture
- 113 – Forestry and logging
- 114 – Fishing, hunting and trapping
- 115 – Support activities for agriculture and forestry

(21) Mining, Quarrying & Oil and Gas Extraction

This sector comprises establishments primarily engaged in extracting naturally occurring minerals. These can be solids, such as coal and ores; liquids, such as crude petroleum; and gases, such as natural gas.

The term mining is used in the broad sense to include quarrying, well operations, milling (for example, crushing, screening, washing, or flotation) and other preparation customarily done at the mine site, or as a part of mining activity. Establishments engaged in exploration for minerals, development of mineral properties and mining operations are included in this sector. Establishments performing similar activities, on a contract or fee basis, are also included.

Breakdown within the Sector:

- 211 – Oil and gas extraction
- 212 – Mining and quarrying (except oil & gas)
- 213 – Support activities for mining and oil and gas extraction

(22) Utilities

This sector comprises establishments primarily engaged in operating electric, gas and water utilities. These establishments generate, transmit, control and distribute electric power; distribute natural gas; treat and distribute water; operate sewer systems and sewage treatment facilities; and provide related services, generally through a permanent infrastructure of lines, pipes and treatment and processing facilities.

Breakdown within the Sector:

- 221 – Utilities



Construction (NAICS 23)

(23) Construction

This sector comprises establishments primarily engaged in constructing, repairing and renovating buildings and engineering works, and in subdividing and developing land. These establishments may operate on their own account or under contract to other establishments or property owners. They may produce complete projects or just parts of projects.

A construction establishment may be the only establishment of an enterprise, or one of several establishments of an integrated real estate enterprise engaged in the land assembly, development, financing, building and sale of large projects.

There are substantial differences in the types of equipment, work force skills, and other inputs required by establishments in this sector. To highlight these differences and variations in the underlying production functions, this sector is divided into three subsectors including:

- o General contractors
- o Design-builders
- o Speculative builders

Breakdown within the Sector:

- 236 – Construction of buildings
- 237 – Heavy and civil engineering
- 128 – Specialty trade contractors



Manufacturing (NAICS 31-33)

(31-33) Manufacturing

The manufacturing sector as described by the Statistics Canada includes establishments primarily engaged in the chemical, mechanical or physical transformation of materials or substances into new products. These products may be finished, or semi-finished. Other manufacturing activities may include:

- o assembly of the component parts of manufactured goods;
- o blending of materials; and
- o finishing of manufactured products by dyeing, heat-treating, plating and similar operations.

Manufacturing establishments are known by a variety of trade designations, such as plants, factories or mills. Manufacturing establishments may own the materials which they transform or they may transform materials owned by other establishments. Manufacturing may take place in factories or in workers' homes, using either machinery or hand tools.

Breakdown within the Sector:

- 311 - Food manufacturing
- 313 - Textile mills
- 315 - Clothing manufacturing
- 321 - Wood product manufacturing

- 323 - Printing and related support activities
- 325 - Chemical manufacturing
- 327 - Non-metallic mineral product manufacturing
- 332 – Fabricated metal product manufacturing
- 334 - Computer and electronic product manufacturing
- 336 - Transportation equipment manufacturing
- 339 - Miscellaneous manufacturing
- 312 - Beverage and tobacco product manufacturing
- 314 - Textile product mills
- 316 - Leather and allied product manufacturing
- 322 - Paper manufacturing
- 324 – Petroleum and coal product manufacturing
- 326 - Plastics and rubber products manufacturing
- 331 - Primary metal manufacturing
- 333 – Machinery manufacturing
- 335 - Electrical equipment, appliance and component manufacturing
- 337 - Furniture and related product manufacturing



Wholesale and Retail Trade (NAICS 41, 44-45)

(41) Wholesale Trade

This sector comprises establishments primarily engaged in wholesaling merchandise, generally without transformation, and rendering services incidental to the sale of merchandise. The wholesaling process is an intermediate step in the distribution of goods. Many wholesalers are organized to sell merchandise in large quantities to retailers, and business and institutional clients. However, some wholesalers, in particular those that supply non-consumer capital goods, sell merchandise in single units to final users.

Sales of capital goods or durable non-consumer goods used in the production of goods and services, such as farm machinery and equipment, heavy duty trucks, and industrial machinery, are always included in wholesale trade. This sector comprises two main types of wholesalers: merchant wholesalers that sell goods on own account and wholesale electronic markets, agents, and brokers that arrange sales and purchases for others generally for a commission or fee.

Breakdown within Sector:

- 411 - Farm product merchant wholesalers
- 412 - Petroleum and petroleum products merchant wholesalers
- 413 - Food, beverage and tobacco merchant wholesalers
- 414 - Personal and household goods merchant wholesalers
- 415 - Motor vehicle and motor vehicle parts and accessories merchant wholesalers
- 416 - Building material and supplies merchant wholesalers

- 417 - Machinery, equipment and supplies merchant wholesalers
- 418 - Miscellaneous merchant wholesalers
- 419 - Business-to-business electronic markets, and agents and brokers

(44-45) Retail Trade

This sector comprises establishments primarily engaged in retailing merchandise, generally without transformation, and rendering services incidental to the sale of merchandise.

The retailing process is the final step in the distribution of merchandise; retailers are therefore organized to sell merchandise in small quantities to the general public. This sector comprises two main types of retailers, store and non-store retailers.

Breakdown within Sector:

- 441 - Motor vehicle and parts dealers
- 442 - Furniture and home furnishings stores
- 443 - Electronics and appliance stores
- 444 - Building material and garden equipment and supplies dealers
- 445 - Food and beverage stores
- 446 - Health and personal care stores
- 447 - Gasoline stations
- 448 - Clothing and clothing accessories stores
- 451 - Sporting goods, hobby, book and music stores
- 452 - General merchandise stores
- 453 - Miscellaneous store retailers
- 454 - Non-store retailers



Transportation and Warehousing (NAICS 48-49)

(49-49) Transportation and Warehousing

This sector comprises establishments primarily engaged in transporting passengers and goods, warehousing and storing goods, and providing services to these establishments. The modes of transportation are road (trucking, transit and ground passenger), rail, water, air and pipeline. These are further subdivided according to the way in which businesses in each mode organize their establishments. National post office and courier establishments, which also transport goods, are included in this sector. Warehousing and storage establishments are subdivided according to the type of service and facility that is operated.

Many of the establishments in this sector are structured as networks, with activities, workers, and physical facilities distributed over an extensive geographic area.

Breakdown within the Sector:

- 481 - Air transportation
- 482 - Rail transportation
- 483 - Water transportation
- 484 - Truck transportation
- 485 - Transit and ground passenger transportation
- 486 - Pipeline transportation
- 487 - Scenic and sightseeing transportation
- 488 - Support activities for transportation
- 491 - Postal service
- 492 - Couriers and messengers
- 493 - Warehousing and storage



Information and Cultural Industries (NAICS 51)

(51) Information and Cultural Industries

This sector comprises establishments primarily engaged in producing and distributing (except by wholesale and retail methods) information and cultural products. Establishments providing the means to transmit or distribute these products or providing access to equipment and expertise for processing data are also included.

The unique characteristics of information and cultural products, and of the processes involved in their production and distribution, distinguish this sector from the goods-producing and services-producing sectors.

The value of these products lies in their information, educational, cultural or entertainment content, not in the format in which they are distributed. The intangible nature of the content of information and cultural products allows for their distribution in various forms. The inclusion in this sector of telecommunications services providers reflects the increasingly important role these establishments play in making these products accessible to the public.

The main components of this sector are the publishing industries, the motion picture and sound recording industries, the broadcasting industries, the telecommunications industries, and the data processing and hosting services industries.

Breakdown within the Sector:

- 511 - Publishing industries (except internet)
- 512 - Motion picture and sound recording industries
- 515 - Broadcasting (except internet)
- 517 – Telecommunications
- 518 - Data processing, hosting, and related services
- 519 - Other information services



Finance, Insurance and Real Estate (NAICS 52, 53)

(52) Finance and Insurance

This sector comprises establishments primarily engaged in financial transactions (that is, transactions involving the creation, liquidation, or change in ownership of financial assets) or in facilitating financial transactions. Included are:

- o Establishments that are primarily engaged in financial intermediation. They raise funds by taking deposits and/or issuing securities, and, in the process, incur liabilities, which they use to acquire financial assets by making loans and/or purchasing securities. Putting themselves at risk, they channel funds from lenders to borrowers and transform or repackage the funds with respect to maturity, scale and risk.
- o Establishments that are primarily engaged in the pooling of risk by underwriting annuities and insurance. They collect fees (insurance premiums or annuity considerations), build up reserves, invest those reserves and make contractual payments. Fees are based on the expected incidence of the insured risk and the expected return on investment.

Breakdown within the Sector:

- 521 - Monetary authorities - central bank
- 522 - Credit intermediation and related activities
- 523 - Securities, commodity contracts, and other financial investment and related activities
- 524 - Insurance carriers and related activities
- 526 - Funds and other financial vehicles

(53) Real Estate

This sector comprises establishments primarily engaged in renting, leasing or otherwise allowing the use of tangible or intangible assets. Establishments primarily engaged in managing real estate for others; selling, renting and/or buying of real estate for others; and appraising real estate, are also included.

Breakdown within the Sector:

- 531 - Real estate
- 532 – Rental and leasing services
- 533 – Lessors of non-financial intangible assets (except copyrighted works)



Business Services (NAICS 54, 55, 56)

(54) Professional, scientific and technical services

This sector comprises establishments primarily engaged in activities in which human capital is the major input. These establishments make available the knowledge and skills of their employees, often on an assignment basis. The individual industries of this sector are defined on the basis of the particular expertise and training of the service provider.

The main components of this sector are legal services; accounting, tax preparation, bookkeeping and payroll services; architectural, engineering and related services; specialized design services; computer systems design and related services; management, scientific and technical consulting services; scientific research and development services; and advertising, public relations, and related services.

The distinguishing feature of this sector is the fact that most of the industries grouped in it have production processes that are almost wholly dependent on worker skills. In most of these industries, equipment and materials are not of major importance. Thus, the establishments classified in this sector sell expertise.

Breakdown within the Sector:

- 541 - Professional, scientific and technical services

(55) Management of companies and enterprises

This sector comprises establishments primarily engaged in managing companies and enterprises and/or holding the securities or financial assets of companies and enterprises, for the purpose of owning a controlling interest in them and/or influencing their management decisions. They may undertake the function of management, or they may entrust the function of financial management to portfolio managers.

Breakdown within the Sector:

- 551 - Management of companies and enterprises

(56) Administrative and support, waste management and remediation services

This sector comprises establishments of two different types: those primarily engaged in activities that support the day-to-day operations of other organizations; and those primarily engaged in waste management activities.

Breakdown within the Sector:

- 561 - Administrative and support services
- 562 - Waste management and remediation services



Non-Commercial Services (NAICS 61, 62)

(61) Educational Services

This sector comprises establishments primarily engaged in providing instruction and training in a wide variety of subjects. This instruction and training is provided by specialized establishments, such as schools, colleges, universities and training centres. These establishments may be privately owned and operated, either for profit or not, or they may be publicly owned and operated.

Educational services are usually delivered by teachers. Instruction is imparted in diverse settings, such as educational institutions, the workplace or the home (through correspondence, television or other means). All industries in the sector share this commonality of process, namely, labour inputs of teachers with the requisite subject matter expertise and teaching ability.

Breakdown within Sector:

- 611 – Educational services

(62) Health care and social assistance

This sector comprises establishments primarily engaged in providing health care by diagnosis and treatment, providing residential care for medical and social reasons, and providing social assistance, such as counseling, welfare, child protection, community housing and food services, vocational rehabilitation and child care, to those requiring such assistance.

Breakdown within Sector:

- 621 – Ambulatory health care services
- 622 – Hospitals
- 623 - Nursing and residential care facilities
- 624 - Social assistance



Personal Services (NAICS 71, 72, 81)

(71) Arts, entertainment and recreation

This sector comprises establishments primarily engaged in operating facilities or providing services to meet the cultural, entertainment and recreational interests of their patrons. These establishments produce, promote or participate in live performances, events or exhibits intended for public viewing; provide the artistic, creative and technical skills necessary for the production of artistic products and live performances; preserve and exhibit objects and sites of historical, cultural or educational interest; and operate facilities or provide services that enable patrons to participate in sports or recreational activities or pursue amusement, hobbies and leisure-time interests.

There are establishments engaged in activities related to arts and recreation that are classified in other sectors of NAICS. The most important are listed below.

Breakdown within Sector:

- 711 – Performing arts, spectator sports and related industries
- 712 - Heritage institutions
- 713 - Amusement, gambling and recreation industries

(72) Accommodation and food services

This sector comprises establishments primarily engaged in providing short-term lodging and complementary services to travellers, vacationers and others, in facilities such as hotels, motor hotels, resorts, motels, casino hotels, bed and breakfast accommodations, housekeeping cottages and cabins, recreational vehicle parks and campgrounds, hunting and fishing camps, and

various types of recreational and adventure camps. This sector also comprises establishments primarily engaged in preparing meals, snacks and beverages, to customer orders, for immediate consumption on and off the premises.

Breakdown within Sector:

- 721 – Accommodation services
- 722 - Food services and drinking places

(81) Other services (except public administration)

This sector comprises establishments, not classified to any other sector, primarily engaged in repairing, or performing general or routine maintenance, on motor vehicles, machinery, equipment and other products to ensure that they work efficiently; providing personal care services, funeral services, laundry services and other services to individuals, such as pet care services and photo finishing services; organizing and promoting religious activities; supporting various causes through grant-making, advocating (promoting) various social and political causes, and promoting and defending the interests of their members. Private households are also included.

Breakdown within Sector:

- 811 – Repair and maintenance
- 812 - Personal and laundry services
- 813 - Religious, grant-making, civic, and professional and similar organizations
- 814 - Private households



Public Administration (NAICS 91)

(91) Public Administration

This sector comprises establishments primarily engaged in activities of a governmental nature, that is, the enactment and judicial interpretation of laws and their pursuant regulations, and the administration of programs based on them. Legislative activities, taxation, national defence, public order and safety, immigration services, foreign affairs and international assistance, and the administration of government programs are activities that are purely governmental in nature.

Ownership is not a criterion for classification. Government owned establishments engaged in activities that are not governmental in nature are classified to the same industry as privately owned establishments engaged in similar activities.

Government establishments may engage in a combination of governmental and non-governmental activities. When separate records are not available to separate the activities that are not governmental in nature from those that are, the establishment is classified to this sector.

Breakdown within Sector:

- 911- Federal government public administration
- 912 - Provincial and territorial public administration
- 913 - Local, municipal and regional public administration
- 914 - Aboriginal public administration
- 919 - International and other extra-territorial public administration

EMSI GLOSSARY OF TERMS

A

Age Demographics

A demographic breakdown, by age, of the population in the region.

Source: Sources include annual estimates by census division, birth and mortality rates, and projected population estimates by province.

Average Earnings

The total industry earnings for a region divided by number of jobs. Includes wages, salaries, and supplements (additional employee benefits).

Source: StatCan's Survey of Employment, Payrolls and Hours (SEPH)

C

Change

The net increase/decrease in regional jobs in an industry or occupation or demographic over the selected timeframe.

Choropleth

A GIS data layer style (visualization method) that fills regions with a darker or lighter color shade based on numeric data. It is generally ideal for ratios and percentages, but generally not recommended for absolute numeric values.

Class of Worker (CoW)

The two classes of data you can choose from in Analyst. They are Employees and Self-Employed. These categories provide clearer distinctions between the two different types of workers, allowing you to find exactly what you need. You can choose from either of these categories, or combine them.

Cohort

A specific age group (which may also include gender) in demographic data, e.g., "males born between 1980 and 1984." Over time, this cohort will move through various standard Census age categories such as "25 to 29 year olds" and "30 to 34 year olds."

Competitive Effect

In shift share analysis this reflects the regional growth that cannot be explained by either overall national growth or industry/occupation-specific trends. This is the growth (or decline) that is unique to your region. See also Shift Share.

Completer

A student who receives a degree, diploma, certificate, or other formal award. In order to be considered a completer, the degree/award must actually be conferred. EMSI sources completer data from PSIS. See Postsecondary Student Information System.

Completions

The number of students who completed a specific course of study in a given year. Includes all award levels. Source: StatCan, PSIS.

Concentration

See Location Quotient.

Current Year

It can be difficult to get a handle on the idea of “current year” in Analyst. Your calendar says 2011 or 2013 or 2033, but the current year you’re living in may not correspond to the current year of data in the tool. Some of our central data sources are collected and then released after a time, and therefore lag. That means that when we move from 2013 into 2014, we don’t immediately have data for 2014. For a long while the current year is a projection, based on past data. We get pieces of that year of data over time, and bring them into the set as updates allow. In fact, a year of data usually isn’t considered “confirmed” until about halfway through the following year. However, we have additional sets that allow us to make informed estimates ahead of that half-year timeline. To a great extent, this lets us have our cake and eat it too; EMSI data remains both fresh and reliable.

D

Direct Effect (I-O)

The effect of new input purchases by the initially changed industries. This is the first round of impacts (see “Indirect”). This change is due to inter-industry effects.

Source: EMSI’s model, incorporating data from Statistics Canada (StatCan).

Dot Density

A GIS data layer style (visualization method) that assigns a numeric value to a single dot and distributes dots randomly over an area to provide an indication of the “density” of that data type in the area. The exact dot locations have no meaning; only the “density” or number of total dots in an area has meaning. It is ideal for absolute numeric values.

E

Educational Programs

The programs in the region of study that may train for this occupation. EMSI uses a crosswalk to build these associations; the occupations linked to a program may be edited on its Program Overview page.

Source: PSIS

Employment

See Jobs.

End Year

In the Timeframe in the toolbar this is the second year you've chosen. If your timeframe is 2008-2013, 2013 is your "end year." See Timeframe and Start Year.

Ethnicity

See Race and Ethnicity.

Expected Change

In shift share analysis, this is the change expected due to national growth and industry/occupation mix effects. Change above this level is credited to the region's competitive effect. See also Shift Share.

Exports (I-O)

Exports are defined as money received in the region from the sale of goods and services to foreign and domestic sources. This percent of supply shows the amount of total export sales as a percent of total sales.

Source: EMSI's model, incorporating data from Statistics Canada (StatCan).

F

Filter

In EMSI products, our various tables have "filter" capabilities. A filter is a set of one or more column/comparison/value criteria, used to display only specific rows of data in a table. For example, a criterion might be "Total 2007 Jobs greater than or equal to 350", where the column is "Total 2007 Jobs", the comparison method is "greater than or equal to", the value is "350". When applied as a filter, this criterion will show a table with only those rows whose "Total 2007 Jobs" field is greater than or equal to 350. Various criteria in a filter can be combined with AND and OR operators.

G

Geographic Information System (GIS)

A software package that is capable of plotting various types of data on a map.

Graduated Symbol

A GIS data layer style (visualization method) that shows a symbol, often a solid circle, whose size on the map matches the value of a data element. One symbol is shown for each of the lowest-level geographies on the map (e.g. a county or ZIP code). It is ideal for data elements that give totals or other absolute values. See also Choropleth and Dot Density.

Growth Effect

In shift share analysis this reflects the portion of regional growth that can be attributed to the overall growth of the entire national economy. See also Shift Share.

Growth Period

See Timeframe.

I

Imports (I-O)

Imports represent the amount of money that leaves the region to foreign and domestic sources. This percent shows the portion of total demand obtained from goods and services produced by foreign and domestic industries.

Indirect Effect (I-O)

The subsequent ripple effect in further supply chains resulting from the direct change. In more awkward terms, this shows the sales change in the supply chains of the supply chain, as a result of the direct change. This is the second round of impacts (see “Direct”). This change is due to inter-industry effects.

Source: EMSI’s model, incorporating data from Statistics Canada (StatCan).

Induced Effect (I-O)

This change is due to the impact of the new earnings created by the initial, direct, and indirect changes. These earnings enter the economy as employees spend their paycheques in the region on food, clothing, and other goods and services. In other words, this figure represents the income effects on inter-industry trade.

Source: EMSI’s model, incorporating data from Statistics Canada (StatCan).

Industry

A group of businesses that produce similar goods and services, and share similar production processes for creating the goods and services they sell. Industries are classified using NAICS codes. Note that in the NAICS system, what a business produces is given less importance than the process used to create it. See NAICS.

Industry Mix Effect

See Mix Effect and Shift Share.

Input-Output Model (I-O)

An Input-Output model represents the flow of money in an economy, primarily through the connection between industries; to what extent are different industries buying and selling to one another in a particular geographic region. Also accounted for in an I-O model, are things like government spending, household spending, investments, imports and exports, all of which help us gain a full picture of what is happening in an economy.

Inverse Staffing Patterns

A table of percentages that shows, on average, how regional occupations are divided up among regional industries. For example, a (simplified) inverse staffing pattern for registered nurses may show that 70% of RNs are employed by hospitals, 10% by local government (i.e., public schools), 10% by nursing homes, and 10% by offices of physicians. Inverse staffing patterns identify the industries currently employing this occupation, including those which are likely to be hiring due to growth or displacing workers due to contraction. See also Staffing Pattern.

Source: Primarily industry by occupation percentages from the Census at the provincial level.

J**Jobs**

The total number of full and part-time jobs.

Source: EMSI data based primarily on the SEPH, Canadian Business Patterns, and the Census

Jobs (I-O)

A job is defined as any position in which a worker provides labour in exchange for monetary compensation. This includes those who work as employees for businesses and proprietors who work for themselves. EMSI reports employment as annual job averages. Due to limitations of source data, both full- and part-time jobs are included and counted equally, i.e. job counts are not adjusted to full-time

equivalents. Geographically, payroll jobs are always reported by the place of work rather than the worker's place of residence. Conversely, self-employed are always reported by their place of residence. Unpaid family workers and volunteers are excluded from all EMSI data.

Jobs Multiplier

The total jobs created in a region as a result of a single new job. This number includes the yield and the initial job addition. In other words, a jobs' multiplier of 1.82 is made up of the initial job added (1.0) and the further yield (0.82).

L

Location Quotient

Location quotient (LQ) is a way of quantifying how concentrated a particular industry, cluster, occupation, or demographic group is in a region as compared to the nation. It can reveal what makes a particular region "unique." For example, if the leather products manufacturing industry accounts for 10% of jobs in your area but 1% of jobs nationally, then the area's leather-producing industry has an LQ of 10. So in your area, leather manufacturing accounts for a larger than average "share" of total jobs—the share is ten times larger than normal.

Source: EMSI's proprietary employment data.

M

Mix Effect

In shift share analysis, this reflects regional growth that can be attributed to positive trends in the specific industry or occupation at a national level. For example, nursing jobs might be growing in your region and that's great. However, looking at the national trends for nursing jobs reveals that they're growing most everywhere. In this case, your region isn't necessarily "excelling" at providing nursing jobs; they're doing well everywhere, and every region in the country will likely see some growth as a result. See this longer article on shift share and its component parts.

Multiplier (I-O)

A multiplier is a way of measuring the interconnectedness of industries and can also be used to describe how important one industry is to other industries within the region. For example, if an industry has a multiplier of 2.5, for every positive or negative change on that industry, the total effect on the regional economy will be 2.5 times the original change. EMSI's multipliers are developed in-house through our proprietary Input-Output model, which uses EMSI's final unsuppressed industry data, Flegg Regionalization Method, commuting patterns, and Statistic Canada's analytical input-output table.

N

North American Industry Classification System (NAICS)

A system of classifying North American industries to the four-digit detailed code.

See Statistics Canada.

O

Occupation Earnings

The hourly earnings for occupations. Occupations have hourly earnings for five percentiles (10th, 25th, 50th [median], 75th, and 90th) as well as the average. For example, 10th percentile earnings of \$12/hr indicate that 90% of the workers in that occupation make MORE than \$12/hr. Median earnings of \$15/hr would mean that half of workers in that occupation make more, and half make less. 10th percentile earnings are often used as a proxy for entry level wages, as they represent the lowest earnings in the occupation.

Occupation earnings do not include benefits.

See also: Average Industry Earnings

Source: Based on EMSI's industry data, regional occupation data from the Labour Force Survey (LFS), and regional staffing patterns taken from the Census.

Occupational Mix Effect

See Mix Effect and Shift Share.

P

Postsecondary Student Information System (PSIS)

A standard numerical code for a post-secondary course of study, developed and defined by the Statistics Canada. For more information see <http://www23.statcan.gc.ca/imdb/p2SV.pl?Function=getSurvey&SDDS=5017>

Province Earnings (Industry)

Like the Current Total Earnings, but uses earnings for the province rather than the region of study.

Source: EMSI's proprietary employment data.

Province Earnings (Occupation)

Earnings using the province, rather than region of study, as a backdrop.

Source: EMSI's proprietary employment data, relying heavily on occupational earnings reported in LFS.

Province Location Quotient (Industry)

Like National Location Quotient, but uses the percentage employment at the province level as the basis of comparison. See also Location Quotient.

Source: EMSI's proprietary employment data.

Province Location Quotient (Occupation)

Like National Location Quotient, but uses the percentage employment at the province level as the basis of comparison. See also Location Quotient.

Source: EMSI's proprietary employment data.

Purdue Industry Clusters

The Purdue industry clusters were created through a joint project between EMSI and the Center for Regional Development at Purdue University. These can be found by clicking Groups in the header bar and selecting Industry Groups, then Template Groups.

Clusters are groups of interconnected industries that typically purchase from one another or otherwise benefit from being nearby each other. Many different definitions exist for different clusters, and we encourage our clients to use their local knowledge when doing cluster analysis. The Purdue clusters can be used as is or you can create a new group based on a Purdue cluster and modify it to your local needs.

See this article on how to create a new group from a template group for more info.

S

Sales (I-O)

In the Input-Output Model, Sales can be looked at in two different ways because I-O modeling incorporates a double accounting structure. Sales can be seen either as the Total Gross Output (TGO) or Total Gross Input (TGI). TGO can also be referred to as total gross expenditures.

Source: EMSI's model, incorporating data from Statistics Canada (StatCan).

Sales Multiplier

The total sales created in a region as a result of a single dollar of new sales. This number includes the yield and the initial dollar addition. In other words, a sales multiplier of 1.82 is made up of the initial dollar added (1.0) and the further yield (0.82).

Shift Share

Used in both industry and occupation contexts, this is a standard method of regional economic analysis that attempts to separate either regional growth into its component causes. The three main causes identified are the “national growth effect” which is regional growth that can be attributed to the overall growth of the entire National economy; the “mix effect” which is regional growth that can be attributed to positive trends in the specific industry or occupation at a national level; and the “regional competitiveness effect” which is growth that cannot be explained by either overall or industry/occupation-specific trends. The result of the calculation and most important of the three is the “competitive effect,” which, because it’s isolating region specific growth, demonstrates a particular regional strength. Shift share analysis is practical because it provides a larger perspective on regional job growth, allowing researchers to measure the extent and source of job change in a region. See also National Growth Effect and Mix Effect and Competitive Effect and Expected Change. For a more narrative explanation of Shift Share, see this knowledge base article.

Source: EMSI’s proprietary employment data.

Staffing Pattern

Shows the percentage of total industry jobs a specific occupation makes up. For example, a (simplified) staffing pattern for the industry “Hospitals” might show that 10% of jobs in the hospitals industry are occupied by surgeons, 15% by general practitioners, 20% by nurses, 5% by information technology support staff, 5% by janitors, 1% by chief executives, and so on. See also Inverse Staffing Pattern.

Source: Primarily the industry by occupation percentages from the Census at the provincial level and EMSI’s proprietary employment data.

Start Year

In the Timeframe in the toolbar this is the first year you’ve chosen. If your timeframe is 2008-2013, 2008 is your “start year.” See Timeframe and End Year.

Suppression

A missing data point (usually an employment number) in published government databases, due to government non-disclosure policies that prevent data from being published if it can be connected to a specific business. Also called a “non-disclosable” data point. EMSI’s sophisticated algorithms replace suppressions with educated estimates.

T**Timeframe**

A timeframe defined by a start and an end year. In our reports, published data is employed for each year in the growth period it is available. For future years (and sometimes the year previous to the present) EMSI projections are used. See Start Year and End Year.

U

Unclassified Industry

In an industry table, EMSI displays a unique NAICS code X000 for “Unclassified Industry.” This is a bucket developed for businesses not reporting their NAICS to SEPH, placing them in the Unclassified Industry category.

Unclassified Occupation

In an occupation table, EMSI displays a unique NOC-S code X000 for “Unclassified Occupation.” This is a bucket developed for businesses not reporting their NAICS to SEPH, placing them in the Unclassified Industry category. The type of business which tends not to classify itself can vary from province to province, so no known staffing pattern exists for this industry. As a result, all of the jobs in the Unclassified Industry are also included in the Unclassified Occupation.

W

Wages (I-O)

Wages represent employee compensation only and do not include employee benefits or proprietor income.

Wages Multiplier (I-O)

The total wages created in a region as a result of a single dollar of new wages. This number includes the yield and the initial dollar addition. In other words, a wage multiplier of 1.82 is made up of the initial dollar added (1.0) and the further yield (0.82).

Source: EMSI’s model, incorporating data from Statistics Canada (StatCan).

EMSI's Canada Data Process Overview

EMSI's Canadian dataset incorporates and harmonizes labour market data from SEPH, LFS, CBP, Census, and PSIS, providing it in a format that is easy to understand, easy to access, and easy to use. By combining these disparate datasets into one master set, the strengths of each can compensate for the weaknesses of the others. The data reaches back to 2001 and is projected forward to 2022.

The Canada Analyst tool is updated twice a year with new data from various sources, giving our users access to the most current information. EMSI data provides information for 305 detailed industries, classified using the NAICS system; 502 detailed occupations, classified using the NOC 2011 system; and 388 educational programs within the CIP classification system. All of these classifications are provided for 5,253 detailed geographical areas.

Current Data Sources

- Canadian Business Patterns (CBP)
- Establishment Counts by Industry, CSD
- Location Counts by Industry, CSD
- Census and National Household Survey (2001, 2006, 2011)
- Workplace-based: Earnings by Class of Worker, Industry, CD
- Workplace-based: Employment by Class of Worker, Industry, CSD
- Workplace-based: Employment by Class of Worker, Industry, Occupation, Province
- Survey of Employment, Payroll, and Hours (SEPH)
- Annual Employment by Industry, Province/Territory
- Annual Weekly Earnings by Industry, Province/Territory
- Monthly Employment by Industry, Province/Territory
- Monthly Weekly Earnings by Industry, Province/Territory
- Labour Force Survey (LFS)
- Annual Employment by Occupation, Class of Worker, Economic Region
- Annual Employment by Industry, Economic Region
- Annual Employment/Earnings (two-year rolling averages), Occupation,
- Employees, Economic Region
- Canadian Occupation Projection System (COPS)
- Industry Employment Projections, Canada
- Occupation Employment Projections, Canada
- Demographics
- Cansim 00510062 Historic Age/Gender, CD
- Cansim 00510063 Historic Population Components, CD
- Cansim 00510064 Historic Births, CD
- Cansim 00520005 Projected Age/Gender, Province/Territory
- Cansim 01024505 Fertility Rates
- Cansim 01020504 Death Rates
- Postsecondary Student Information System (PSIS)
- Enrollments and Completions by Award Level, Program, Institution, CSD

Data Classification Systems

- North American Industry Classification System (NAICS) 2012
- The NAICS 2012 version is currently in use in the EMSI dataset as this aligns with the NAICS version used by the underlying datasets.
- National Occupation Classification 2011 (NOC 2011)
- The 2011 NOC version is currently in use in the EMSI dataset as this is the version being adopted by the underlying datasets.

EMSI Industry Data

- Industry Location Counts - Industry location counts are direct from Canadian Business Patterns with no modifications.
- Industry Employee Counts

There are multiple sources of employment data by industry available in Canada, but EMSI considers SEPG to be the best source of employee counts and employee earnings by industry. Therefore, although other sources are incorporated, SEPH is considered the primary source and other figures are adjusted to it. At its most detailed, SEPH provides 4-digit NAICS by Province/Territory. Because some values in the SEPH dataset are suppressed (undisclosed by the government to protect confidentiality), EMSI uses a proprietary process to unsuppress the data.

- Supplementing SEPH

SEPH does not cover all employees in Canada, nor does it provide detail to the desired level of geographical detail. Data from the Census and CBP are combined with the SEPH data to fill in details for employees in agriculture, fishing and trapping, private household services, religious organizations, and military personnel of defence services. Additionally, these datasets are used to disaggregate SEPH data down to the census subdivision for all industries.

Employee Earnings

SEPH contains employee earnings for all industries by province and territory. Industry employee earnings are further regionalized to the CMA/CA level using Census data.

Employee Projections

To create industry employment projections, EMSI builds three linear regressions using historic employee counts for each geography. The regressions utilize historic data 3, 5, and 10 years into the past. The average of these linear regressions is taken, and the results are damped to curb excessive growth and decline. All trends are then adjusted to the trends of higher geography levels (CSD adjusted to CD, CD to Province, Province to Nation). This trend is considered our base projection. After we create the base projection, we adjust our annual growth rate by industry to the projections produced by COPS. This completes our industry employee count process, creating CSD-level data for 2001-2022.

Industry Self-Employment Counts

Data for the self-employed is less readily available than employee data. SEPH and CBP contain no data on self-employed persons, so EMSI gathers this data from the Labour Force Survey (LFS) and the Census. LFS is the benchmark dataset in this case, as the Census undercounts the number of self-employed by the nature of the questions it asks.¹ EMSI only provides worker counts for the self-employed; there is no earnings data available.

EMSI projects the self-employed counts in the same way the employee data is projected, with the exception of adjustments. For self-employed data, the only adjustment that is made is to the overall projected growth rate of the economy at large. This completes EMSI's self-employment data process, which provides employee counts (not earnings) at the CSD level for 2001-2022.

¹ *LFS estimates for self-employed workers in 2011 exceed Census counts of the same by 1.3 million.*

EMSI Occupation Data

Occupation data is generally inferior to industry data. Because industry data is more easily tied to Business Registers and to businesses, which are typically more accurate in how they classify themselves industrially, employee counts by industry are generally more accurate than employee counts by occupation. Occupation data, by nature, is usually collected from individuals and is more prone to error. For these reasons, we consider industry data to be more reliable than occupation data, and adjust occupation data accordingly.

Geographic Occupation Counts

Occupation data is a combination of two processes. The first is the establishment of fixed occupation counts at the higher geography levels. The second is the formation of staffing patterns for industries at these same geographic levels. These staffing patterns, in combination with the industrial mix at lower geography levels, then determine the occupational makeup of lower-level geographies (e.g. CSDs).

EMSI begins with 4-digit NOC Labour Force Survey employment and earnings figures at the Economic Region geographical level. This dataset contains undisclosed values (suppressions), which EMSI fills in using Census data as an initial estimate. The undisclosed values for earnings are filled in using a separate process that incorporates industry earnings and occupation earnings from a higher level of geography. This process yields a full-series 4-digit NOC breakout at the economic region level. These estimates are adjusted to SEPH totals, so that occupation job counts and earnings match industry job counts and earnings.

The occupation job counts data is then projected using the same projection methodology described above in the industry employee process. After this base projection is created, its annual growth rate is adjusted by occupation to the occupation projections produced by COPS. These projections are then adjusted so that the projected occupation totals match the projected industry employment totals. The result of these processes is EMSI occupation employment and earnings data by Economic Region.

Occupation Staffing Patterns

The second part of the occupation process creates staffing patterns for each economic region. After the staffing patterns are formed, CSD-level industry data is “staffed” into occupations at the CSD level using the staffing patterns created for the higher-level geography. Average hourly earnings at the Economic Region level by occupation are then applied to CSD-level data (earnings data by occupation is problematic below the Economic Region level). This forms EMSI’s occupation employee dataset at the CSD level.

Occupation Self-Employment Process

The self-employment occupation process follows the employee occupation process very closely, with a few minor alterations. First, self-employment occupation data margins are established at the Province level rather than at the Economic Region level, as the data is highly suppressed at the Economic Region level. Second, the self-employment occupation data is not adjusted to COPS occupation projections. Third, staffing patterns are created at the Province level rather than at the Economic Region level. Finally, earnings figures are unavailable for self-employed workers by occupation.

Demographics Data

EMSI provides population counts by age and gender at the Census Division level. All historic period data is published by EMSI as delivered by StatCan. For projected years, EMSI uses a traditional cohort model, which accounts for births, deaths, in-migration and out-migration at the Census Division level. The results of the cohort model are adjusted to provincial population projection estimates published by StatCan.

Education Data

EMSI provides completions counts by institution and educational program. Completions data is produced by unsuppressing the PSIS enrollment and graduate datasets separately, and then combining them into one set.



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April 5, 2017

Mr. Malcolm White
The Corporation of the City of Sault Ste. Marie
99 Foster Dr.
Sault Ste. Marie, ON P6A 5X6

Dear Mr. White:

Let me take this opportunity to say it was a pleasure to meet you and thank you for attending the meeting (February 3rd) with Mayor Provenzano to discuss the "anti-contraband tobacco" resolution that was passed by previous council. As follow-up to the meeting, Mayor Provenzano agreed to propose a new resolution to council. Attached you will find for your reference a "draft" resolution and associated references.

Please don't hesitate to connect with me if you have any questions related to the content of the attached.

Sincerely

Dr. Marlene Spruyt BSc, MD, CCFP, FCFP, MSc-PH
Medical Officer of Health/CEO

Attachment

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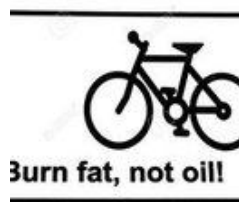
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[Andre Riopel Sault ste Marie, Canada](#)



[Andre Riopel](#)
[Sault ste Marie, Canada](#)

385

Supporters

We citizens of Sault Ste Marie respectfully petition the city to create a multi-use path on the south side of Second Line between Great Northern Road and Old Garden River Road, and to convert the sidewalk on the west side of Great Northern Road between Second Line and Soo Mill into a multi use path.

The city plans to repave Second Line between Old Garden River Road and Great Northern Road this summer and to install a sidewalk on the south side near the Water Tower Inn. This would accommodate pedestrians but not the growing number of cyclists who seek to access that part of the city and have no option but to share the roadway with vehicular traffic if no bicycle lane is constructed, to the detriment of faster motorists and slower cyclists alike.

Multi-purpose paths in this area would meet existing city policy: "The purpose of the Cycling Master Plan is two-fold. First, the updated plan provides general design considerations that should be utilized to make all roads and destinations

within the community cycling friendly."

This path would connect the existing HUB trail on Old Garden River Road with Industrial Court Drive and the lighted intersection near the Soo Mill access, routes already identified in the Cycling Master Plan.

A multi-use path is needed for:

- 1 - Safety, especially of cyclists.
- 2 - Traffic flow, since without a multi-path route slower cyclists will be required by Ontario law to appropriate an entire road lane for safety and vehicles will have to wait to pass in another lane when it is safe to do so.
- 3 - Commerce, since with it more cyclists are likely to frequent businesses in the area.
- 4 - Wise use of public funds, since construction of a paved multi-use path is less expensive than building and maintaining a concrete sidewalk for pedestrians only.
- 5 - Promotion of Sault Ste Marie as a progressive bicycle-friendly city that welcomes visitors to use its multi-purpose routes as well as enhancing the safety of citizens.

Therefore, we citizens of Sault Ste Marie respectfully petition the city to create a multi-use path on the south side of Second Line between Great Northern Road and Old Garden River Road, and to covert the sidewalk on the west side of Great Northern Road between Second Line and Soo Mill into a multi use path.

This petition will be delivered to:

- **Councillor city of Sault Ste Marie**
Judy Hupponen
- **Councillor City of Sault Ste Marie**
Matthew Shoemaker
- **City Clerk City of Sault Ste Marie**
Malcolm White

[Read the letter](#)

Letter to

Councillor city of Sault Ste Marie Judy Hupponen
Councillor City of Sault Ste Marie Matthew Shoemaker
City Clerk City of Sault Ste Marie Malcolm White

Build a bike path on Second Line

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Build a bike path on Second Line

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385 supporters

115 needed to reach 500

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Ngaire Roubal	Sault Ste. Marie		P6a6c7	Canada	03/04/2017
Ted Barbet	sault ste. marie		p6a3y1	Canada	03/04/2017
Ruth Eichinger	Sault Ste. Marie		P6B 1V6	Canada	03/04/2017
Melissa Watkins	Sault Ste. Marie		P6B 5K4	Canada	03/04/2017
Froggie Forest	Goulais River ON		P0S1E0	Canada	03/04/2017
Suzanne Charron-Greco	London		N5Y6M4	Canada	03/04/2017
danielle anstess	sault ste marie		p6a5k7	Canada	03/04/2017
David Euler	Echo Bay		P0S 1C0	Canada	03/04/2017
Michele Irwin	Sault Ste. Marie		P6a6I9	Canada	03/04/2017
Kyle Slater	Sault Ste. Marie		P6a6k4	Canada	03/04/2017
Josée Marshall	Sault Ste. Marie		P6B 1A4	Canada	03/04/2017
Sarina Thomlinson	Sault Ste. Marie		P6B 3K6	Canada	03/04/2017
Greg Hughes	Sault Ste. Marie		P6B 5V1	Canada	03/04/2017
Emily Piraino	Sault Ste. Marie		P6a6y8	Canada	03/04/2017
Jonathan Coulman	Sault Ste. Marie		P6B 5X1	Canada	03/04/2017
Martin Virta	Sault Ste. Marie		P6A6K4	Canada	03/04/2017
Julie Bradford	Sault Ste. Marie		P6a4h1	Canada	03/04/2017
David Kochanowski	Sault Ste. Marie		P6c5e3	Canada	03/04/2017
Jennifer Foote	Sault Ste. Marie		P6A 6L9	Canada	03/04/2017
Matt Tonon	Sault Ste. Marie		P6b3v1	Canada	03/04/2017
Michaela Dacey	Sault Ste. Marie		P6b5k1	Canada	03/04/2017
Mary Greenwood	Salut Ste marie		P6a3h7	Canada	03/04/2017
Peter Rowe	Sault Ste. Marie		P6A 3T6	Canada	03/04/2017
Mary Gillespie	Sault Ste. Marie		P6C 2t2	Canada	03/04/2017
Ann Paradis	Sault Ste. Marie		P6A 5R4	Canada	03/04/2017
Georgina Naccarato	Sault Ste. Marie		P6B2B7	Canada	03/04/2017
Lynda Bowyer	Sault Ste. Marie		P6A 3M1	Canada	03/04/2017
Louis Riopel	Rouyn-Noranda		J9X2W7	Canada	03/04/2017
Susan Zub	Sault Ste. Marie		P6B5H1	Canada	03/04/2017
Melanie Dorscht	richards Landing		P0R 1J0	Canada	03/04/2017
Patrick O'Gorman	Desbarats		P0R 1E0	Canada	03/04/2017
Clara Park	Sault Ste. Marie		P6b3t9	Canada	03/04/2017
Marie Hunter	Sault Ste. Marie		P6A 4L7	Canada	03/04/2017
Kerry VanDaele	sault ste marie		p6a 6g9	Canada	03/04/2017
Elaine MacDonald	Sault Ste. Marie		P6C 3X2	Canada	03/04/2017
Sarah Williamson	Sault Ste. Marie		P6a 6j8	Canada	03/04/2017
marsha nicholas	sault ste. marie		p6c5x1	Canada	03/04/2017
Barbara Wannamaker	Sault Ste. Marie		P6C2H8	Canada	03/04/2017
Hannah Barcis	Sault Ste. Marie		P6A 3G8	Canada	03/04/2017
Brian Evans	Sault Ste. Marie		P6A5K6	Canada	03/04/2017
Gerald Warkentin	Sault Ste. Marie		P6C 5A2	Canada	03/04/2017
Chelsea Ingram	Sault Ste. Marie		P6A5K6	Canada	03/04/2017
Kathryn Buchan	Sault Ste. Marie, ON		P6A 5K6	Canada	03/04/2017
Becky Galbraith	Sault Ste. Marie		P6C 2J2	Canada	03/04/2017

Amy Wheeler Reich	Sault Ste. Marie	P6A 5Y9	Canada	03/04/2017
Chanel Fall	Sault Ste. Marie	P6A 5K6	Canada	03/04/2017
Adam Cowley	Sault Ste. Marie	P6c2c3	Canada	03/04/2017
Kelly Veltri	Sault Ste. Marie	P6A 4e1	Canada	03/04/2017
David Stoddart	Sault Ste. Marie	P6A4E6	Canada	03/04/2017
Carmen Nelson	Richards Landing	POR 1J0	Canada	03/04/2017
Linda Savory Gordon	Sault Ste. Marie	P6A4H1	Canada	03/04/2017
Gil Edwards	Sault Ste. Marie	P6A 5K6	Canada	03/04/2017
Susan & Andrew Weigel	Thessalon	POR 1LO	Canada	03/04/2017
Joe Spina	Sault Ste. Marie	P6c3a2	Canada	03/04/2017
Robby Calvano	Sault Ste Marie	P6A 0B5	Canada	03/04/2017
Nadine Robinson	Sault Ste. Marie	P6A6j8	Canada	03/04/2017
David Ellis	Sault Ste. Marie	P6B 2T3	Canada	03/04/2017
Amanda Matheson	Sault Ste. Marie	P6C 4P8	Canada	03/04/2017
Susan Slabbert	Sault Ste. Marie	P6A 5Z9	Canada	03/04/2017
Robert Carricato	Sault Ste. Marie	P6B6E4	Canada	03/04/2017
Annette Welz	Cherryville	V0E 2G3	Canada	03/04/2017
John Coccimiglio	Sault Ste. Marie	P6B 6K4	Canada	03/04/2017
Lorain Barker Barker	Sault Ste. Marie	P6A 6J8	Canada	03/04/2017
Domenic Pacione	Sault Ste. Marie	P6b 5g9	Canada	03/04/2017
Susan Graham	Sault Ste. Marie	P6B 4E6	Canada	03/04/2017
Stephanie Eusebi	Sault Ste. Marie	P6a6j8	Canada	03/04/2017
Frank Magli	Sault Ste. Marie	P6C 6G3	Canada	03/04/2017
Dax D'Orazio	Edmonton	T5K1X7	Canada	03/04/2017
Tania Castellani	Sault Ste. Marie	p6a4e5	Canada	03/04/2017
Stephen Dunn	Sault Ste. Marie	P6A6K4	Canada	03/04/2017
John Parniak	Sault Ste. Marie	P6C5X9	Canada	03/04/2017
Marisa Gosselin	Sault Ste. Marie	P6B4R4	Canada	03/04/2017
Paula Thompson	Sault Ste. Marie	P6A3M6	Canada	03/04/2017
Jackson Kelly	Sault Ste. Marie	P6B 0C7	Canada	03/04/2017
Craig Lee	Sault Ste. Marie	P6C 1L9	Canada	03/04/2017
Bob McCron	Sault Ste. Marie	P6A 4X7	Canada	03/04/2017
Eric Eddy	Sault Ste. Marie	P6A 5S5	Canada	03/04/2017
Frank Calvano	Sault Ste. Marie	P6C 5K3	Canada	03/04/2017
Gregory Beith	Sault Ste. Marie	P6B5J3	Canada	03/04/2017
Madge Sanderson	Sault Ste Marie, ON	P6A 3T6	Canada	03/04/2017
Britta Wolfert	Searchmont	Pos 1J0	Canada	03/04/2017
Erin Ratelle	Sault Ste. Marie	p6c5s8	Canada	03/04/2017
Debbie Favretto	Sault Ste. Marie	p6c 5s9	Canada	03/04/2017
Jess barbet	Sault Ste. Marie	p6a3y1	Canada	03/04/2017
Gus MacIntosh	Espanola	P5E 1S1	Canada	03/04/2017
Chloe McCulloch	Sault Ste. Marie	P6A3T6	Canada	03/04/2017
Craig Matheson	Sault Ste. Marie	P6C 4P8	Canada	03/04/2017
Yoona Welling	Hobart	7019	Australia	04/04/2017
Renee Wysynski	Sault Ste Marie, Ontario	P6A 5K9	Canada	04/04/2017
Rosemary Skelton	Ajax	L1T2H5	Canada	04/04/2017
Tova Arbus	Sault Ste Marie	P6C 1J4	Canada	04/04/2017

Alan Orlando	Sault Ste. Marie	P6a6j8	Canada	04/04/2017
Amelia Dubie	Sault Ste. Marie	P6A6G4	Canada	04/04/2017
Judy Pyykonen	Sault Ste. Marie	P6A 3VE	Canada	04/04/2017
susan silver	Sault Ste. Marie	P6A 6K4	Canada	04/04/2017
Maureen Dodd	Sault Ste. Marie	P6C 5T2	Canada	04/04/2017
liz marion	sault ste marie	p6b 2b1	Canada	04/04/2017
mary moore	sault ste marie	P 6A 6K4	Canada	04/04/2017
Sarah Constable	Sault Ste. Marie	P6B0A6	Canada	04/04/2017
Sean Meades	Sault Ste. Marie	P6B 1A1	Canada	04/04/2017
David Zub	Sault Ste. Marie	P6B 5H1	Canada	04/04/2017
Myka Riopel	Sault Ste. Marie	P6A 6J8	Canada	04/04/2017
Luke Dufour	Sault Ste. Marie	P6b1x7	Canada	04/04/2017
matt beaumont	Sault Ste. Marie	p6b1a1	Canada	04/04/2017
Joseph Miskiw	Sault Ste. Marie	P6A6G4	Canada	04/04/2017
Tamarah Tyczinski	Sault Ste Marie	P6c 3j8	Canada	04/04/2017
Michele Frenette	Sault Ste. Marie	P6B 1R1	Canada	04/04/2017
Matt Bernard	Sault ste marie	P6a6l4	Canada	04/04/2017
Shannon Deluco	Sault Ste. Marie	P6c3z3	Canada	04/04/2017
Kathleen Oliver	Sault Ste. Marie	p6a 5r1	Canada	04/04/2017
Eileen Harford	Sault Ste. Marie	P6A 5y5	Canada	04/04/2017
Melanie Muncaster	Goulais River	P0S1E0	Canada	04/04/2017
Devon Sanderson	Sault Ste. Marie	P6A 2B5	Canada	04/04/2017
Victor Bossio	Sault Ste. Marie	P6B3s3	Canada	04/04/2017
jill driver	Sault ste marie ON	p6c 3y5	Canada	04/04/2017
Martina Moore	Waterloo	N2J2T6	Canada	04/04/2017
brian miron	Sault Ste. Marie	p6a6w6	Canada	04/04/2017
Mitchell Torcaso	Sault Ste. Marie	P6A5E7	Canada	04/04/2017
Darrell Payette	Sault Ste. Marie	P6C3H3	Canada	04/04/2017
Brad Lloyd	Sault Ste. Marie	P6B 5Y1	Canada	04/04/2017
Samantha Quinn	Sault Ste. Marie	P6A4K9	Canada	04/04/2017
Nick Lemieux	Sault Ste. Marie	p6a 6k2	Canada	04/04/2017
Meghan Caveen	Sault Ste Marie	P6A 2G4	Canada	04/04/2017
Dale Harrison Harrison	Sault Ste. Marie	P6B5W5	Canada	04/04/2017
Lynn Ingham	North Bay	P1B 8B9	Canada	04/04/2017
Francine Young	Sault Ste. Marie	P6B 1B7	Canada	04/04/2017
Anne Holenski-Kidd	Sundridge	P0A 1Z0	Canada	04/04/2017
John Odonnell	Sault Ste. Marie	P6B4C7	Canada	04/04/2017
Jaime Brideau	Paris	N3L3C7	Canada	04/04/2017
David Thompson	Sault Ste. Marie	P6B2P7	Canada	04/04/2017
Giordan Zin	Sault Ste. Marie	P6A 3Y6	Canada	04/04/2017
Ashley Dussault	Sault Ste. Marie	P6a6j8	Canada	04/04/2017
Faisal Alraddadi	Sault Ste. Marie	P6A3L8	Canada	04/04/2017
Stephanie morin	Sault Ste. Marie	p6a5e2	Canada	04/04/2017
Janice Kloss	Sault Ste. Marie	P6B 4R6	Canada	04/04/2017
Chantale Ladouceur	L'Orignal, Ontario	K0B1K0	Canada	04/04/2017
Amber Allen	Goulais River	P0S1E0	Canada	04/04/2017
casey d	Sault Ste. Marie	p6b3g2	Canada	04/04/2017

Carolyn O'Connor	Goulais River	P0s1E0	Canada	04/04/2017
Melody Pelletier-Cuillerier	Sault Ste. Marie, ON	P6C2G6	Canada	04/04/2017
Anton Schoahs	Batchawana Bay	P0S 1A0	Canada	04/04/2017
elizabeth golden	Sault Ste. Marie	P6C 1Y7	Canada	04/04/2017
Mark Kontulainen	Sault Ste. Marie	P6A 6A4	Canada	04/04/2017
Susan Jakomait	Sault Ste. Marie	p6b6a1	Canada	04/04/2017
Mark Gough	Sault Ste. Marie	P6A3Y1	Canada	04/04/2017
Peter McLarty	Sault Ste. Marie	P6A 6J8	Canada	04/04/2017
John Halucha	Sault Ste. Marie	P6C6E5	Canada	04/04/2017
Heather O'Brien	Sault Ste. Marie	P6A 6K4	Canada	04/04/2017
Theresa Barone	Sault Ste. Marie	P6C 1J8	Canada	04/04/2017
Liza Suhanic	Sault Ste. Marie	P6C 3C4	Canada	04/04/2017
Hélène O'Brien	Sault ste marie	P6a4x7	Canada	04/04/2017
Peter Gagnon	Sault Ste. Marie	P6A5K6	Canada	04/04/2017
Daniela Gebhart	Richards Landing	P0R 1J0	Canada	04/04/2017
Jason Glassford	Sault Ste. Marie	P6a 6t1	Canada	04/04/2017
Crystal Pozzo	Sault Ste. Marie	P6B2N6	Canada	04/04/2017
Daniel Brosemer	Sault Ste. Marie	P6A3T7	Canada	04/04/2017
Lisa Venier	Sault Ste. Marie	P6A3W4	Canada	04/04/2017
Shawn Pfister	Sault Ste. Marie	P6A 3T7	Canada	04/04/2017
Rod Morrison	Sault Ste. Marie	P6c 6b1	Canada	04/04/2017
Sunnie Robertson	sault ste. marie	Michigan 49783	United Sta	04/04/2017
Virginia MacKinnon	Sault Ste. Marie	P6B 6J8	Canada	04/04/2017
Dustin Hoogsteen	Sault Ste. Marie	P6A5W9	Canada	04/04/2017
Janet Ervin	Sault Ste. Marie	P6c5z2	Canada	04/04/2017
Bonnie Yurich	Sault Ste. Marie	P6A 6 J 8	Canada	04/04/2017
Bev Smith	Sault Ste Marie	P6B4T5	Canada	04/04/2017
Cameron Wilson	Sault Ste. Marie	P6B 4E1	Canada	04/04/2017
Laura Sanderson	Sault Ste. Marie	P6A6J8	Canada	04/04/2017
Linda Burnett	Sault Ste Marie	P6A 6H8	Canada	04/04/2017
Emilia Bialy	Sault Ste. Marie	P6C3Y2	Canada	04/04/2017
Kathleen Brosemer	Sault Ste. Marie	Michigan 49783	United Sta	04/04/2017
Joanna MacDougall	Sault Ste. Marie	P6A3W2	Canada	04/04/2017
Joe Baldock	Sault Ste. Marie	P6A 6L9	Canada	04/04/2017
Lawrence Foster	Sault Ste. Marie	p6a 6j8	Canada	04/04/2017
Dick Hetrick	Sault Ste. Marie	P6A5K6	Canada	04/04/2017
Jeff Arbus	sault ste. marie	p6c1x7	Canada	04/04/2017
Owen Andrews-Simons	Sault Ste. Marie	P6B 6G3	Canada	04/04/2017
Sheila Townsend	Vancouver	V6l 2z3	Canada	04/04/2017
K. Flannigan	Sault Ste. Marie, ON	P6A 3T7	Canada	04/04/2017
Tony Barone	Sault Ste. Marie	P6b5v7	Canada	04/04/2017
Louise Caicco Tett	Sault Ste. Marie	P6A 6J8	Canada	04/04/2017
Sarah McKenney	Sault Ste. Marie	P6C 1K2	Canada	04/04/2017
Megan Alyssa	Sault Ste. Marie	P6c1a4	Canada	04/04/2017
Shelley Geiling	Sault Ste. Marie	P6A 2R5	Canada	04/04/2017
David McAuley	Sault Ste. Marie	P6A6A8	Canada	04/04/2017
Justine Chalykoff	Sault Ste. Marie	P6B2N4	Canada	04/04/2017

Tullio Porco	Sault Ste. Marie	P6a5k8	Canada	04/04/2017
Jim Smithers	Sault Ste. Marie	P6A 2E6	Canada	04/04/2017
Marg Meincke	Sault Ste. Marie	P6C 5T6	Canada	04/04/2017
Whistler Brown	Yarker	K0k 3n0	Canada	04/04/2017
Jean-Noel Candau	Sault Ste. Marie	P6c 5y7	Canada	04/04/2017
Andrea Welz	Sault Ste. Marie	P6B 4K2	Canada	04/04/2017
Sylvie Riopel	St_pascal baylon	K0A 3N0	Canada	04/04/2017
Johnny Klim	Sault Ste. Marie	P6B 4V7	Canada	04/04/2017
philip sist	sault ste marie	p6b5x8	Canada	04/04/2017
Keri Hilton	LaSalle	N9J 3A5	Canada	04/04/2017
Aaron Watson	Sault Ste. Marie	P6a4h1	Canada	04/04/2017
Peter Uhlig	Sault Ste. Marie	P6A 4B7	Canada	04/04/2017
Brent Attwell	Sault Ste. Marie	P6A5K8	Canada	04/04/2017
Michael Muscat	Desbarats	P0R 1E0	Canada	04/04/2017
susan milne	Sault Ste. Marie	P6B 1C7	Canada	04/04/2017
Linda Hadley-Piscopo	Sault Ste. Marie	P6A 6W8	Canada	04/04/2017
Deena Eddy	Sault Ste. Marie	P6A 5S5	Canada	04/04/2017
Clayton Freeborn	Sault Ste. Marie	P6a3h5	Canada	04/04/2017
Catherine Andrews	Sault Ste. Marie	P6a5k9	Canada	04/04/2017
Leanne Cleary	Greater Sudbury	P0M 1E0	Canada	04/04/2017
Colette Michel-fall	Sault Ste. Marie	P6A 5K6	Canada	04/04/2017
Rick Fall	sault Ste. Marie	P6A 5K6	Canada	05/04/2017
Greg Prodan	Sault Ste. Marie	P6B 5A7	Canada	05/04/2017
Sharon Stevenson	Sault Ste. Marie	P6B 6G3	Canada	05/04/2017
Douglas Iles	Sault Ste. Marie	P6A 6A6	Canada	05/04/2017
Jennifer McFarling	Sault Ste. Marie	P6B 1B5	Canada	05/04/2017
Wesley Armstrong	Sault ste. marie	p6b 5t6	Canada	05/04/2017
Alba Campioni	Sault Ste. Marie	P6C 3B6	Canada	05/04/2017
Janice MacKay	Sault Ste. Marie	P6A 4R3	Canada	05/04/2017
Jennifer campbell	Sault Ste marie	p6c0a5	Canada	05/04/2017
Jean Armstrong	Sault Ste. Marie	P6c5w9	Canada	05/04/2017
GAIL LANE	Sault Ste. Marie	P6A 4A7	Canada	05/04/2017
Andrea Reibmayr	Sault Ste. Marie	P6A 2C2	Canada	05/04/2017
Angelika Luczinski	Sault Ste. Marie	P6A6J8	Canada	05/04/2017
Marc Dubreuil	Sault Ste. Marie	P6B2Z5	Canada	05/04/2017
Cathy Wood	Sault Ste. Marie	P6B 6G1	Canada	05/04/2017
Wendy Conway	Sault Ste. Marie	P6B3K8	Canada	05/04/2017
Barb Engel	Sault Ste. Marie	P6a 6k4	Canada	05/04/2017
Pamala Jeffery	Sault Ste Marie, ON	P6A0E4	Canada	05/04/2017
Jennifer Zufelt	Sault Ste. Marie	p6A6J8	Canada	05/04/2017
Lorie Pitt	Sault Ste. Marie	P6B 2Y8	Canada	05/04/2017
Jocelyne Beaulieu	Sault Ste Marie	p6b6c5	Canada	05/04/2017
roland riopel	L"original	k0b1k0	Canada	05/04/2017
Janice Cumming	Sault Ste. Marie on	P6A0B5	Canada	05/04/2017
Carla Fabbro	Sault Ste. Marie	P6B 6C8	Canada	05/04/2017
Don McGorman	Sault Ste Marie, ON	P6A 6W6	Canada	05/04/2017
Mercedes Clark	Sault Ste. Marie	P6A6K4	Canada	05/04/2017

Kate Kirkham	Sault Ste. Marie	P6A 6J8	Canada	05/04/2017
Paul Hendrie	Sault Ste. Marie	P6A5B1	Canada	05/04/2017
Sandra MacLennan	Sault Ste. Marie	P6B 6L5	Canada	05/04/2017
Stacie Truman	Sault Ste. Marie	P6A6M8	Canada	05/04/2017
Wallenius Leeann	Sault Ste. Marie	P6B 6K5	Canada	05/04/2017
richard poirier	Sault Ste. Marie	P6A5Z9	Canada	05/04/2017
Carrie Jones	Sault Ste. Marie	P6A 6K4	Canada	05/04/2017
Wendy Steele	Sault Ste. Marie	P6C 5W9	Canada	05/04/2017
Vivienne Steele	Sault Ste. Marie	H6Y7U9	Canada	05/04/2017
Delaney Bray-Stone	Guelph	N1G4G7	Canada	05/04/2017
Alexander Steele	Sault Ste. Marie	P6C5Y9	Canada	05/04/2017
Mike Murphy	Sault Ste. Marie	P6A 6J8	Canada	05/04/2017
Mathew Lajoie	Sault Ste. Marie	P6A 5K8	Canada	05/04/2017
Stephanie Graham	Sault Ste. Marie	P6A 4Y1	Canada	05/04/2017
Deane Greenwood	Sault Ste. Marie	p6a3h7	Canada	05/04/2017
Chris Alfano	Sault Ste. Marie	P6C 5X1	Canada	05/04/2017
Albert DiDonato	Sault Ste Marie	P6B 0E3	Canada	05/04/2017
Doris Welz	Sault Ste. Marie	P6A 0B5	Canada	05/04/2017
Rick Hindermeier	Goulais River	P0S 1E0	Canada	05/04/2017
Shawn Wiegand	Sault Ste. Marie	P6B5V8	Canada	05/04/2017
Joao Lima	Sault Ste. Marie	P6A 6R8	Canada	05/04/2017
Ali Greco	sault ste marie	P6B 6B5	Canada	05/04/2017
Mandy ehnes	Sault Ste. Marie	P6C 2W2	Canada	05/04/2017
Anna Pelletier-Doble	Sault Ste. Marie	P6A 2L9	Canada	05/04/2017
debbie solomon	s,s, marie	p6b2k5	Canada	06/04/2017
Micki Wilding	Sault Ste. Marie	P6A 2P2	Canada	06/04/2017
Krista Rowe	Sault Ste. Marie	P6b 1w2	Canada	06/04/2017
Frank Pugliese	Sault Ste. Marie	P6A 6C4	Canada	06/04/2017
Carie-Jean St-Pierre	Sault Ste. Marie	P6A 5K7	Canada	06/04/2017
Dustin Lessard	Sault Ste. Marie	P6B3G2	Canada	06/04/2017
Franca Liguori	Sault Ste. Marie	P6A5K8	Canada	06/04/2017
Matthew Cuddy	Sault Ste. Marie On	P6A6J8	Canada	06/04/2017
Helene MacLeod	Sault Ste. Marie	P6B 5H6	Canada	06/04/2017
Ruth Tonon	Mississauga	L5G 4N9	Canada	06/04/2017
Rose Berardelli	Sault Ste. Marie	P6C 5K5	Canada	06/04/2017
Laura Thibodeau	Sault Ste. Marie	P6A5K8	Canada	06/04/2017
Sean Maguire	Sault Ste. Marie	P6A6R8	Canada	06/04/2017
Adriana Tomie	Sault Ste. Marie	P6B 0E3	Canada	06/04/2017
Jennifer Jour	Sault Ste. Marie	P6C3X6	Canada	06/04/2017
Declan MacDougall	Sault Ste. Marie	P6A3W2	Canada	06/04/2017
Catherine McFarlane	Sault Ste. Marie	P6A 4S3	Canada	06/04/2017
Victor Wiltmann	Thunder Bay	P7A5E8	Canada	06/04/2017
RICK SUTTON	Sault Ste. Marie	P6B 5R6	Canada	06/04/2017
Valerie Dawson	Sault Ste. Marie	P6B	Canada	07/04/2017
Detlef Berndt	Richards Landing	POR1J0	Canada	07/04/2017
Ruth Galinis	Sault Ste. Marie	P6C 2G9	Canada	07/04/2017
Dawn Scobie	Sault Ste. Marie	P6A 2R9	Canada	07/04/2017

Marianne Cuglietta	Sault Ste. Marie	P6c2s6	Canada	07/04/2017
Ingrid Metzen	Sault Ste. Marie	P6C 3Z5	Canada	07/04/2017
Ted Hallin-Williamson	Sault Ste. Marie	P6A 1A7	Canada	07/04/2017
Andra Wilson	Sault Ste. Marie	P6b 4e1	Canada	07/04/2017
frank salituri	sault ste marie	96a5l3	Canada	07/04/2017
Irene Bugyra	Sault Ste. Marie	P6B 3K2	Canada	07/04/2017
Jaimee Carter	Sault Ste. Marie	P6A5K8	Canada	07/04/2017
Mike Hilderley	Sault Ste. Marie	P6B4N8	Canada	07/04/2017
Rick Moon	Sault Ste. Marie	P6c3p7	Canada	07/04/2017
Eric Atherton	Sault Ste. Marie	p6a 1b5	Canada	07/04/2017
Kathryne Glemnitz	Sault Ste. Marie	P6B4T8	Canada	07/04/2017
Fleur Nelson	Sault Ste Marie	P6A4A4	Canada	07/04/2017
Janice Reid	Sault Ste. Marie	P6C 3Z9	Canada	07/04/2017
Roger P Aubé	Sault Ste. Marie	P6A 5X1	Canada	07/04/2017
Stacey Palahnuk	Sault Ste. Marie	P6B3L2	Canada	07/04/2017
Charles Godfrey	Sault Ste. Marie	P6c 6a6	Canada	07/04/2017
Alex Trecroce	Sault Ste. Marie	P6b 5k8	Canada	08/04/2017
Laureen Wells	Sault Ste. Marie	p6a5k8	Canada	08/04/2017
Sandra Doherty	Sault Ste. Marie	P6C 2g5	Canada	08/04/2017
Greg T	Sault Ste. Marie	P6b3x6	Canada	08/04/2017
Chelsea Griswold	Sault Ste. Marie	P6A 6E1	Canada	08/04/2017
Ryan Griswold	Sault Ste. Marie	P6a6e1	Canada	08/04/2017
Kathryn Luck	Sault Ste. Marie	P6B 6H6	Canada	08/04/2017
Mike Luck	Sault Ste. Marie	P6B6H6	Canada	08/04/2017
Sandy St Germain	Sault Ste. Marie	P6A 6Y4	Canada	08/04/2017
glenna malleau	Sault Ste Marei	P6A 5K8	Canada	08/04/2017
Thomas Jolley	Sault Ste. Marie	p6c 3z8	Canada	08/04/2017
Larry Gringorten	Sault Ste. Marie	P6A 4E5	Canada	08/04/2017
Amber Williamson	Sault Ste. Marie	P6C3C4	Canada	08/04/2017
Cin Jon	Garden River	P6a7a9	Canada	08/04/2017
Lorne Jones	Sault Ste. Marie	P6A 5K9	Canada	08/04/2017
Kristyn Lypps	Sault Ste. Marie	P6B 1G8	Canada	08/04/2017
Scott McCron	Sault Ste. Marie	P6A2N9	Canada	08/04/2017
Paul McBay	Sault Ste. Marie	P6A6J8	Canada	08/04/2017
Jason Salituri	Ottawa	K1n8v5	Canada	08/04/2017
Heidi Weise	SSM	P6A 6K4	Canada	08/04/2017
Jennie Pearce	Sault Ste Marie	P6A0E1	Canada	08/04/2017
Ursula Schleen	Sault Ste Marie	P6A6L4	Canada	08/04/2017
Gayle Phillips	Sault Ste. Marie	P6B 1V9	Canada	08/04/2017
Corey Bugyra	Sault Ste. Marie	P6A4T4	Canada	08/04/2017
Cecile Gendron	Sault Ste Marie	P6B4t8	Canada	08/04/2017
Mario Sousa	Kitchener	n2m5p1	Canada	08/04/2017
Anthony Fabbricino	Sault Ste. Marie	P6C5N6	Canada	08/04/2017
Karen Patry	Sault Ste. Marie	P6c 1j6	Canada	08/04/2017
LeeAnn Gonneville	Sault Ste. Marie	P6b 3e7	Canada	08/04/2017
jane salituri	Sault Ste. Marie	p6c5t9	Canada	08/04/2017
Heather Mackay	Sault Ste Marie	P6a 0b5	Canada	09/04/2017

Samantha Morrison-Jones	Sault Ste. Marie		P6b 4n7	Canada	09/04/2017
Abner Santiago	Vero Beach	Florida	32968	United States	09/04/2017
Leanne Pold-Dellavedova	Sault Ste. Marie		P6C 6E4	Canada	09/04/2017
Raija Lappalainen	Sault Ste. Marie		P6B 2R7	Canada	09/04/2017
Wendy de	Sault Ste. Marie, ON		P6B6H6	Canada	09/04/2017
Stacey Wardlaw	Sault Ste. Marie		p6c 5z5	Canada	09/04/2017
Ian Robinson	Sault Ste. Marie		P6A 6G7	Canada	09/04/2017
Mel Jones	Sault Ste. Marie	Michigan	49783	United States	09/04/2017
Lawrence Bruneau	Sault Ste. Marie		p6C 4p5	Canada	09/04/2017
Jeffrey Luck	Sault Ste. Marie		P6B 6H6	Canada	09/04/2017
Cindy Puce	Sault Ste. Marie		P6A5S9	Canada	09/04/2017
Jennifer Floyd	Sault Ste. Marie		P6A 4Z1	Canada	09/04/2017
Scott Griswold	Sault Ste. Marie		P6A6e1	Canada	09/04/2017
Jim Steele	Sault Ste. Marie		P6A6V8	Canada	10/04/2017
Vicky Willet	Sault Ste. Marie		P6A4Z3	Canada	10/04/2017
Robin Koskela	Sault Ste. Marie		P6C 5J9	Canada	10/04/2017
Robert Bressan	Sault Ste. Marie		P6B 5W8	Canada	10/04/2017
Alanna Rocchetta	Sault Ste. Marie		P6a3m4	Canada	10/04/2017
Larry Schleen	Sault Ste. Marie		P6A 6L4	Canada	10/04/2017
Regan Stolar	Sault Ste. Marie		P6B6A5	Canada	10/04/2017
Jennifer Mealey	Sault Ste. Marie		P6B 2S3	Canada	10/04/2017
Valerie Hickey	Ontario		n8t3m3	Canada	10/04/2017
McCulloch Kenneth	Sault Ste. Marie		P6A 3T6	Canada	10/04/2017
Mandy Birch	Sault Ste. Marie		P6C 0A7	Canada	10/04/2017
Bill Johnson	Sault Ste. Marie		p6c3t2	Canada	10/04/2017
Shirley Pulkkinen	Sault Ste. Marie		P6A5K8	Canada	10/04/2017
Julie Holland	Sault Ste. Marie		P6A0B5	Canada	11/04/2017
Sonja Tondr	Sault Ste. Marie		P6C3P8	Canada	11/04/2017
Kenneth Anstice	Sault Ste. Marie		P6A3X5	Canada	11/04/2017
Trevor Page	Sault Ste. Marie		4P9	Canada	11/04/2017
Patricia Story	Sault Ste. Marie		P6A3X5	Canada	11/04/2017
Lynn Dee Eason	Wawa		P0S 1K0	Canada	11/04/2017
Jason Bradford	Sault Ste. Marie		P6A4H1	Canada	12/04/2017
Jo Sharland	Oakville		L6j1w8	Canada	12/04/2017
Ian Laws	Sault Ste. Marie		P6B2S7	Canada	12/04/2017
Anne Lee	Sault Ste. Marie		P6B 5W5	Canada	12/04/2017
Donna Hakansson	Sault Ste. Marie		P6B 2S7	Canada	13/04/2017
Kevin Slauenwhite	Sault Ste. Marie		P6B 6K7	Canada	13/04/2017
Basil Arif	Sault Ste. Marie		P6A 5C8	Canada	13/04/2017
Wendy Galey	Sault Ste. Marie		P6A4C7	Canada	13/04/2017
Cassie Shirling	Sault Ste. Marie		P6B 1K1	Canada	13/04/2017
Esther Guindon	Ottawa		K1C 1R7	Canada	13/04/2017
Dragos Predescu	Hamilton		L8S 1P7	Canada	14/04/2017
Jennifer McIntyre	Sault Ste. Marie		P6A 3W4	Canada	15/04/2017
Cheryl MacKay	Desbarats		P0R1E0	Canada	15/04/2017
Diane Mohammadi	Sault Ste. Marie		P6A 0C9	Canada	15/04/2017
John Bumbacco	Sault Ste. Marie		p6c5t9	Canada	15/04/2017

Joni Cooke	Sault Ste. Marie	P6A 2L9	Canada	15/04/2017
Victoria Mackay	Desbarats	POR1E0	Canada	16/04/2017
Asima Vezina	Sault Ste. Marie	P6B6H2	Canada	16/04/2017
Dana Lees	Sault Ste. Marie	P6A5V3	Canada	17/04/2017
Janice Belanger	Sault Ste. Marie	P6A 4K5	Canada	17/04/2017
Carla Bumbaco	Sault Ste. Marie	P6A 6M8	Canada	17/04/2017
Barbara3 D'Orazio	Sault Ste. Marie	P6A 3V2	Canada	18/04/2017
Chuck Miller	Sault Ste. Marie	P6B 3G8	Canada	18/04/2017
Rhonda Crozier 295 Bar River	Echo Bay	P0S 1C0	Canada	18/04/2017
Kirsten Frandsen	Sault Ste. Marie	P6C 3J1	Canada	19/04/2017

Comments

Name	Location	Date	Comment
Peter Henry	Sault Ste. Marie, Canada	2017-04-03	I bike and drive in that area. Creating a multi-use path will make cycling safer (encouraging more people to do it - which reduces traffic, which reduces road wear) and driving safer.
Melissa Watkins	Sault Ste. Marie, Canada	2017-04-03	The safety first cyclist
danielle anstess	sault ste marie, Canada	2017-04-03	Because i ride a bicycle and i use this section of road regularly.
Josée Marshall	Sault Ste. Marie, Canada	2017-04-03	As a cyclist I would actually use this road. Safety first!
Martin Virta	Sault Ste. Marie, Canada	2017-04-03	a multi-use path works for everybody
Julie Lauzon	Sault Ste. Marie, Canada	2017-04-03	This would be a great edition to the existing hub trail and make it more safe for families, bikers and commuters to navigate this congested road way safely!
Jennifer Foote	Sault Ste. Marie, Canada	2017-04-03	This is a busy roadway and a multi use path would be well used
terrance roode	Sault Ste. Marie, Canada	2017-04-03	I drive and cycle the area all the time. This is a great idea. Please consider it.
matthew tonon	Sault Ste. Marie, Canada	2017-04-03	More bikes and places to ride them will improve the city
Michaela Dacey	Sault Ste. Marie, Canada	2017-04-03	I am a slow biker and driver. I'm nervous as a driver going around cyclists.
Peter Rowe	Sault Ste. Marie, Canada	2017-04-03	It's a good idea
Mary Gillespie	Sault Ste. Marie, Canada	2017-04-03	I commute to work and a bike lane would make it much safer
Lynda Bowyer	Sault Ste. Marie, Canada	2017-04-03	As part of our ongoing responsibility to build a city road infrastructure that reflects our commitment to reducing carbon emissions and to ensure that safety of all roadway users, I am signing this petition. Further, it is my expectation that any time a roadway is upgraded in our city, bike paths and pedestrian routes be automatically included as part of city policy. We need to look to the future and adopt sustainable methods of transport as we are lagging well behind many other Canadian cities in this regard.
Susan Zub	Sault Ste. Marie, Canada	2017-04-03	The Hub Trail in Sault Ste Marie is a tribute to our city. The further development of bike trails in the Soo will continue to promote the city as a forward thinking municipality.
Marie Hunter	Sault Ste. Marie, Canada	2017-04-03	We need more bike paths in this city, to promote a healthier lifestyle and provide safe passage for cyclists.
kathleen andrews	sault ste. marie, Canada	2017-04-03	safy
Brian Evans	Sault Ste. Marie, Canada	2017-04-03	We need a safe environment for cycling that doesn't interfere with high traffic areas.
Gerald Warkentin	Sault Ste. Marie, Canada	2017-04-03	We need safer areas
Linda Savory Gordon	Sault Ste. Marie, Canada	2017-04-03	this is very important as a way to encourage more cyclists to ride in safety.
Gil Edwards	Sault Ste. Marie, Canada	2017-04-03	As a bicyclist we need a safer crossing with the heavy transports at that location!
Susan & Andrew Weigel	Thessalon, Canada	2017-04-03	It would be awesomeness...I would use it and so would others...
Amanda Matheson	Sault Ste. Marie, Canada	2017-04-03	I'm signing because I love biking and a bike path is much safer for the cyclist than biking on the road.

Name	Location	Date	Comment
Robert Carricato	Sault Ste. Marie, Canada	2017-04-03	The intersection of Great Northern Road and Second Line is one of the busiest intersections in Sault Ste. Marie. It is only common sense that if there is a side walk being constructed at this time, then to add a bicycle path along side of the sidewalk would make efficient use of the funds expended and keep pedestrians and cyclists safe in an area frequented by thousands of vehicles large and small.
Annette Welz	Cherryville, Canada	2017-04-03	Sault Ste Marie is my hometown and it always makes me so proud to see it improve in such meaningful ways.
Lorain Barker Barker	Sault Ste. Marie, Canada	2017-04-03	This proposal is a safe way to navigate a very busy intersection for cyclists.
Domenic Pacione	Sault Ste. Marie, Canada	2017-04-03	I use the hub trail and would love more trail
Susan Graham	Sault Ste. Marie, Canada	2017-04-03	The city has far too many under-used sidewalks, and too few cycling paths.
Dax D'Orazio	Ottawa, Canada	2017-04-03	I am a former (and perhaps future) resident of Sault Ste. Marie who is continually impressed with the development of cycling infrastructure in the city. Amending this gap would go a long way in mitigating some of the most treacherous spaces for cyclists in the city and make important spaces more accessible for multi-modal users.
stephen dunn	Sault Ste. Marie, Canada	2017-04-03	good and safe cycling trails are important to me
John Parniak	Sault Ste. Marie, Canada	2017-04-03	The bike path would contribute to both fitness and safety for bikers, pedestrians and vehicles. The path should run as a paved shoulder to Gros Cap. Also I would make a great deal of use of such a path.
Jackson Kelly	Sault Ste. Marie, Canada	2017-04-03	I use the hub trail for biking and my son also bikes across the city regularly. He finds the intersection at Second Line and Great Norther Rd. dangerous to cross.
Craig Lee	Sault Ste. Marie, Canada	2017-04-03	That intersection is going to kill someone.
Eric Eddy	Sault Ste. Marie, Canada	2017-04-03	I am a cyclist who travels through that area often and feel it to be difficult with the level of traffic and this is an area I can't utilize when cycling with my son.
Gregory Beith	Sault Ste. Marie, Canada	2017-04-03	I believe it will make traffic flow better and be safer for cyclists.
Madge Sanderson	Sault Ste Marie, ON, Canada	2017-04-03	We need to get with the program I China will be ahead of everyone soon!
Debbie Favretto	Sault Ste. Marie, Canada	2017-04-03	High Schools and busy highways are not a good combination for children.
Chloe McCulloch	St Catharines, Canada	2017-04-03	MORE BIKES!!!!
Renee Wysynski	Sault Ste Marie, Ontario, Canada	2017-04-04	The timing is right...why not do it!
Tova Arbus	Sault Ste Marie, Canada	2017-04-04	Cyclists belong on the road...and deserve a safe and recognizable place to ride! Time to share the road!!!
Amelia Dubie	Sault Ste. Marie, Canada	2017-04-04	What better way to get the people of Sault Ste Marie up and active!
susan silver	Sault Ste. Marie, Canada	2017-04-04	I want to be safe when I'm cycling. Sault Ste Marie has the potential to be bike friendly, which could support more cyclists and a healthier community.
Sarah Constable	Sault Ste. Marie, Canada	2017-04-04	As a secondary school teacher I believe it is important to make our roads safe and accessible to students who use their bike to go to school. Second Line is very busy and is in close proximity to two major high schools in Sault Ste. Marie.
Sean Meades	Sault Ste. Marie, Canada	2017-04-04	We need cycling and active transportation infrastructure along all major roads.
David Zub	Sault Ste. Marie, Canada	2017-04-04	Cycling in SSM is an absolute asset to living here.
Shannon Deluco	Sault Ste. Marie, Canada	2017-04-04	We need a safer place to travel along that busy roadway.
Eileen Harford	Sault Ste. Marie, Canada	2017-04-04	More biking lanes!!

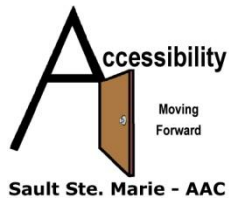
Name	Location	Date	Comment
Mitchell Torcaso	Sault Ste. Marie, Canada	2017-04-04	I bike around town all the time and second line is very dangerous so this would be a very smart idea.
Lynn Ingham	North Bay, Canada	2017-04-04	Safety for cyclists
Francine Young	Sault Ste. Marie, Canada	2017-04-04	Very busy and dangerous area .this is safer for cyclists and promotes healthier lifestyle
Anne Holenski-Kidd	Sundridge, Canada	2017-04-04	I am a cyclist and understand the importance of this
John Odonnell	Sault Ste. Marie, Canada	2017-04-04	It's a safety issue
Jaime Brideau	Paris, Canada	2017-04-04	We need this!
Janice Kloss	Sault Ste. Marie, Canada	2017-04-04	Second Line is a busy traffic area, and it can be a very unsafe location for bicyclists.
Chantale Ladouceur	L'Orignal, Ontario, Canada	2017-04-04	C'est une solution intelligente pour un développement économique éco-responsable !
Amber plastrino	Sault Ste. Marie, Canada	2017-04-04	I'm an avid cyclist and want to be safe
Melody Pelletier-Cuillierier	Sault Ste. Marie, ON, Canada	2017-04-04	Multi-use makes sense! Hub trail the city!
Mark Kontulainen	Sault Ste. Marie, Canada	2017-04-04	Multipurpose trails are the way to go promote active transport
Peter McLarty	Sault Ste. Marie, Canada	2017-04-04	I believe in the City's cycling master plan
Heather O'Brien	Sault Ste. Marie, Canada	2017-04-04	I ride my bike wherever I can for health and fitness
Gigi Suhanic	Winnipeg, Canada	2017-04-04	The Second Line and Great Northern Road intersection is much too congested. As a driver, I am always vigilant about cyclists, pedestrians and people in small motorized vehicles, including ebikes and wheelchairs. Thank you.
Peter Gagnon	Sault Ste. Marie, Canada	2017-04-04	I agree, cycling options need to be considered in all highway/street construction projects.
Daniela Gebhart	Richards Landing, Canada	2017-04-04	Making Cycling and non motorized transportation safe, enjoyable and possible is a must in this day and age, the reasons are too many to list but include mental and physical health, quality of life and just a better city
Jason Glassford	Sault Ste. Marie, Canada	2017-04-04	I believe it's the right thing...
Brian Anstess	Sault Ste. Marie, Canada	2017-04-04	A safe cycling option is needed in this area of town.
Rod Morrison	Sault Ste. Marie, Canada	2017-04-04	Riding a bike path to the bike store close by would be exceptional. Plus the extension of hub trail is an excellent idea.
Sunnie Robertson	sault ste. marie, MI	2017-04-04	It's much needed.
Virginia MacKinnon	Sault Ste. Marie, Canada	2017-04-04	My husband is a wheelchair user who uses that route frequently and never feels safe there
dustin hoogsteen	Sault Ste. Marie, Canada	2017-04-04	There are too many bicycles on the roads and it is dangerous for everyone. it is inconvenient for motorists to have to slow down and go around cyclists, skateboarders, rollerbladers etc. Bicycle lanes will encourage alternate transportation helping to alleviate traffic congestion, reduce greenhouse emissions, and encourage a healthier more active community
Janet Ervin	Sault Ste. Marie, Canada	2017-04-04	Safety concerns biking myself or with our Family. Cars drive too quickly and don't respect bicycles. Too many potholes, increase in traffic due to hospital moving on Great Northern Road.
Bonnie Yurich	Sault Ste. Marie, Canada	2017-04-04	My husband and I frequently bike in these roads.
Bev Smith	Sault Ste Marie, Canada	2017-04-04	We need a bicycle friendly city.
Laura Sanderson	Sault Ste. Marie, Canada	2017-04-04	Biking in that area feels like a death trap but that's where my house is. Anything to help make biking safer!

Name	Location	Date	Comment
Linda Burnett	Sault Ste Marie, Canada	2017-04-04	This is worth doing.
Kathleen Brosemer	Sault Ste. Marie, MI	2017-04-04	We need more infrastructure that makes it safer, more convenient, even possible to use bicycles for transportation. It's better for health, to relieve traffic congestion, and for the environment. Even for those who are not anticipating bicycling, every bike means one less car clogging traffic.
Joe Baldock	Sault Ste. Marie, Canada	2017-04-04	The area in question is unquestionably dangerous for cyclists to traverse (I have rode through many times) and a great solution is to have a physical separation of cyclists and motor vehicles through one of the busiest sections of road in our community, especially when being redeveloped. Also note it makes a perfect connection to existing multi use path (hub trail).
Lawrence Foster	Sault Ste. Marie, Canada	2017-04-04	I am a bike commuter and many of my students use this route.
Shelley Gelling	Sault Ste. Marie, Canada	2017-04-04	To promote an active community infrastructure money should be spent on making the roads safe to ride bike.
Jim Smithers	Sault Ste. Marie, Canada	2017-04-04	Other bike paths in the city have enjoyed over huge success.
Andrea Welz	Sault Ste. Marie, Canada	2017-04-04	It only makes sense; bikes off the road, traffic flows better and safer for everyone.
Johny Klim	Sault Ste. Marie, Canada	2017-04-04	I am signing this petition because I support Andre Riopel the multi-use path!!
Peter Uhlig	Sault Ste. Marie, Canada	2017-04-04	This is a critical piece of infrastructure for any sustainable city. It is a logical and achievable addition to our multi-use trail system and will improve cyclist and pedestrian safety in the northern portion of the city.
Manuel Muscat	Hamrun, Malta	2017-04-04	Safer for cycling
Clayton Freeborn	Sault Ste. Marie, Canada	2017-04-04	I have ridden this road many times. Would be nice to have a safe place.
Catherine Andrews	Sault Ste. Marie, Canada	2017-04-04	I want to be safe while biking
Colette Michel-fall	Sault Ste. Marie, Canada	2017-04-04	We need a bike path Very dangerous not to have it Bikers and walkers will share
Rick Fall	sault Ste. Marie, Canada	2017-04-05	This is a much needed shared use path. There is a very large community of people (walkers, bikers and runners) who now risk their safety by using the road the way it is.
Greg Prodan	Sault Ste. Marie, Canada	2017-04-05	We need another pedestrian path as the area is very dangerous for cyclists and walkers. It is great for the city to have these. Everyone uses them!! Greg
Jennifer McFarling	Sault Ste. Marie, Canada	2017-04-05	We need a safer bike environment in our city.
Janice MacKay	Sault Ste. Marie, Canada	2017-04-05	I run this section of road on a regular basis.
Jean Armstrong	Sault Ste. Marie, Canada	2017-04-05	I will use a multi use path but not the streets as they are
Lorie Pitt	Sault Ste. Marie, Canada	2017-04-05	I am a cyclist and we need safe access to streets as well.
Jocelyne Beaulieu	Sault Ste Marie, Canada	2017-04-05	pls do for the health of our citizens.
Janice Cumming	Sault Ste. Marie on, Canada	2017-04-05	I support cycling and cyclists
Carla Fabbro	Sault Ste. Marie, Canada	2017-04-05	I am an avid cyclist and frequent user of the hub trail which can use improving in the high trafficked intersections for the safety of both the cyclists and the motorists.
Stacie Truman	Sault Ste. Marie, Canada	2017-04-05	it is dangerous to drive the that road with no bike path .
Wallenius Leeann	Sault Ste. Marie, Canada	2017-04-05	I'm a cyclist and think we need more bike paths in this city.
richard poirier	Sault Ste. Marie, Canada	2017-04-05	I beleive in a safe cycling community

Name	Location	Date	Comment
Wendy Steele	Sault Ste. Marie, Canada	2017-04-05	I choose my bike over my car to commute in this city and know that this section of the commute is difficult on a bike - cars are accelerating away from the intersection and do not give way to a cyclist on the inside lane, vehicles pulling in/out of the many private accesses either broach the inside lane threatening cyclist safety or cut off the cyclist. A designated bike/multi-use path not only improves cycling safety but it liberates the driver - he no longer has to deal with a bike in "his" lane. Increasing cycling safety increases cycling. That is what SSM wants, isn't it?
Delaney Bray-Stone	Guelph, Canada	2017-04-05	I visited and thought this was needed.
Alexander Steele	Sault Ste. Marie, Canada	2017-04-05	Cycling safety matters.
Deane Greenwood	Sault Ste. Marie, Canada	2017-04-05	pedestrians and cyclists need safe routes to travel
Albert DiDonato	Sault Ste Marie, Canada	2017-04-05	I am in a wheel chair and would make use the multi use Trail on the south side of second line on my travels to great Northern road businesses. Currently use bumpy sidewalks on the north side and have to navigate through traffic at the busy GNR intersections.
doris welz	sault ste. marie, Canada	2017-04-05	It is very importend to me to have safe ways to bicycle around the city. Bicycling is a healthy and environmentally friendly lifestyle and should be supported by our city.
Rick Hindermeier	Goulais River, Canada	2017-04-05	I am a cyclist and if your going to spend money on a sidewalk,why not make it for both?
Carol Woroshelo	Sault Ste. Marie, Canada	2017-04-06	It's a safety issue for cyclist..do not want to see cyclist hit on road..
Ruth Tonon	Mississauga, Canada	2017-04-06	This is a very good plan. Get the Soo on track, more bike friendly, and Second Line is the perfect road to make a multi use path on.
Declan MacDougall	Sault Ste. Marie, Canada	2017-04-06	Im signing because I'd use the path often for biking, roller sking, and running
Victor Wiltmann	Thunder Bay, Canada	2017-04-06	I believe in alternative forms of transportation!
RICK SUTTON	Sault Ste. Marie, Canada	2017-04-06	Bike paths are one of the things people look for when relocating to another city for a better quality of life.
Ted Hallin-Williamson	Sault Ste. Marie, Canada	2017-04-07	This is a reasonable, urgently-needed, and long-overdue safety requirement for this city. It doesn't have to be a Cadillac-styed pathway. A simply-paved path can allow both a safer route for cyclists and allow motorists some relief from the fear of injuring a cyclist with their vehicle. Additionally, as tax-payer, I object to the liability to which the City of Sault Ste Marie is exposed by wrecklessly forcing cyclists and motorists to share the same high-traffic roadways, without providing a sensible alternative.
Laura Coccimiglio	Sault Ste. Marie, Canada	2017-04-07	Safety for pedestrians and cyclist is important.
Mike Hilderley	Sault Ste. Marie, Canada	2017-04-07	I like to ride but 2nd line and gnr are too busy to safely ride bikes there.
Rick Moon	Sault Ste. Marie, Canada	2017-04-07	more bikes less cars!!!!
Guy Beauchesne	Sault Ste. Marie, Canada	2017-04-08	It just makes sense to make the city more bike friendly. If this option is more cost effective than a side walk and connects to the already existing hub trail, it wouldn't make sense not too put it in.
Ryan Griswold	Sault Ste. Marie, Canada	2017-04-08	I like to bike in a safer community but also drive in a safer one too.
glenna malleau	Hamilton, Canada	2017-04-08	because it is good for people , their health and the environment , cuts greenhouse gases, good for the economy and promotes tourism.
Thomas Jolley	Sault Ste. Marie, Canada	2017-04-08	Biking is an important part of my life I get exercise, save money, reduce my environmental foot print, and have fun. Putting in this bicycle lane on second line and Beyond would encourage the people of this fine city to live a healthier lifestyle.

Name	Location	Date	Comment
Larry Gringorten	Sault Ste. Marie, Canada	2017-04-08	Thank you Andre for initiating this petition. I often cycle this section and it would be great not having to compete with vehicular traffic.
Lorne Jones	Sault Ste. Marie, Canada	2017-04-08	Biker
Scott McCron	Sault Ste. Marie, Canada	2017-04-08	I'm cyclist and know all the health benefits of building this path for Sault Ste. Marie. It would help improve the safety of both cyclists and motorists. Thank you
Paul McBay	Sault Ste. Marie, Canada	2017-04-08	Every road project should include multi-use non-motorized traffic options to encourage safe travel for all users and the reduction of motor vehicles to get to all parts of the city
Ursula Schleen	Sault Ste Marie, Canada	2017-04-08	Both car drivers and bikers prefer the separation of lanes. Safer for everyone. The hub trail ...joint use...along Shannon Rd works well, so why not go with it along 2nd Line.
Gayle Phillips	Sault Ste. Marie, Canada	2017-04-08	When we built the HUB Trail we PROVED that more people will use a bike path IF is removed from the roadway. It makes for a safer, more pleasant FAMILY experience when you are safely away from maniac SSM drivers!
Corey Bugyra	Sault Ste. Marie, Canada	2017-04-08	I cycle at times but it's too dangerous on the main streets for both cyclists and motorists. A bike lane or path would make it easier for both parties
Cecile Gendron	Sault Ste Marie, Canada	2017-04-08	It's needed to protect cyclists from vehicles. Let's get with program. Also it's a healthy way to get fit!
Anthony Fabbicino	Sault Ste. Marie, Canada	2017-04-08	Great Idea ...very difficult and unsafe to ride a bicycle on busy streets in the city. We need dedicated bike lanes in the city.
jane salituri	Sault Ste. Marie, Canada	2017-04-08	it should be a policy/practice that any road reconstruction must include a designated bike path !
Samantha Morrison-Jones	Sault Ste. Marie, Canada	2017-04-09	I use my bike to get around and this will make it safe for both cyclists and motorists.
Abner Santiago	Vero Beach, FL	2017-04-09	It's really needed!!
Leanne Pold-Dellavedova	Sault Ste. Marie, Canada	2017-04-09	I believe a multi use path benefit's all with mobility situations. (bike, wheelchair, stroller's pedestrians) This would connect the hub trail which is a great idea and a smart move.
Raija Lappalainen	Sault Ste. Marie, Canada	2017-04-09	To support & promote the safety of cyclists who frequently use this corridor. As a community it is imperative we support those choosing healthy lifestyles such as cycling Thank you!
Wendy de	Sault Ste. Marie, ON, Canada	2017-04-09	Please help make this city more accessible and safe for those who chose not to drive a vehicle but rather ride a bike. Thanks
lawrence bruneau	Sault Ste. Marie, Canada	2017-04-09	The multi-use lane is an amazing idea. Much safer for those that do work in that vicinity -like myself to be able to bike-rollerblade to work- handicap people to get to the business area , & avoid heavy traffic like the transports, and the "dummy" drivers.
james steele	Sault Ste. Marie, Canada	2017-04-10	Increasing active transportation infrastructure is a major factor in people choosing walking or cycling over driving. Increasing active transportation can improve individual and societal health, is better for our environment and is safer for pedestrians, cyclists and motorists.
Robert Bressan	Sault Ste. Marie, Canada	2017-04-10	For safety, better accessibility, and better/healthier lifestyle options with a cost savings.
Jennifer Mealey	Sault Ste. Marie, Canada	2017-04-10	this makes a lot of sense to me for motorists to avoid the inconvenience of lane changing around the cyclists and it is safer for all

Name	Location	Date	Comment
McCulloch Kenneth	Sault Ste. Marie, Canada	2017-04-10	I'm signing this petition in order to promote non-motorized traffic around the Soo and to promote safety to those that bike both Summer and Winter.
Shirley Pulkkinen	Sault Ste. Marie, Canada	2017-04-10	I've driven my bike on the road and at times you put yourself in danger due to the traffic congestion, general rush for people to get where they need to go. I'd be more inclined to ride my bike knowing that these routes had safer sections to drive on.
Julie Holland	Sault Ste Marie, Canada	2017-04-11	Safety
Kenneth Anstice	Sault Ste. Marie, Canada	2017-04-11	This is exactly the kind of initiative this city should be undertaking. It's about time!
Patricia Story	Sault Ste. Marie, Canada	2017-04-11	I believe that multi-use paths provide more safe opportunities for people to be active and thus improve their health.
Lynn Dee Eason	Wawa, Canada	2017-04-11	I'm signing because I am in the Sault often and would prefer to see a good multi-use path along Second Line.
Jason Bradford	Sault Ste. Marie, Canada	2017-04-12	I ride this area regularly
Ian Laws	Sault Ste. Marie, Canada	2017-04-12	I want my family to have a safe bike route to all parts of the city
Basil Arif	Sault Ste. Marie, Canada	2017-04-13	Cycling is an excellent exercise, environmentally good and helps reduce health care costs
Wendy Galey	Sault Ste. Marie, Canada	2017-04-13	I like to cycle and safety is important to me.
Cassie Shirling	Sault Ste. Marie, Canada	2017-04-13	I feel the city should have bike paths everywhere for safety sake and so that more people would use bikes for transportation.
Esther Guindon	Ottawa, Canada	2017-04-13	I visit Sault Ste Marie often and love to ride my bike. Need safe travels.
Cheryl MacKay	Desbarats, Canada	2017-04-15	My kids and myself often come into SSM to cycle with friends. Love the hub trail and know this multi use path would get used just as much.
Victoria Mackay	Desbarats, Canada	2017-04-16	Bike in SSM often
Asima Vezina	Sault Ste. Marie, Canada	2017-04-16	our family would really love to be able to travel safely in this area of the city
Chuck Miller	Sault Ste. Marie, Canada	2017-04-18	To make active transportation a reality bicycle use must be convenient and safe. To move beyond recreational use of bicycles the routes need to connect to retail and work locations. Although not in the current cycling plan - this specific idea makes a lot of sense.
Kirsten Frandsen	Sault Ste. Marie, Canada	2017-04-19	I would use this path



April 19, 2017

Mayor Provenzano and City Councillors,

The Accessibility Advisory Committee supports the petition for the installation of a Multi-Use Path in place of a sidewalk on Second Line from Great Northern Road to Old Garden River Road.

This type of path is significantly easier to navigate than a concrete sidewalk when using a mobility device. This is an area of high traffic with mobility device users and a paved path would allow for easier movement.

As the City of Sault Ste. Marie is committed and guided by the four core principles of Dignity, Independence, Integration and Equality of Opportunity. Identifying and removing barriers for persons with disabilities provides for a community to which inclusivity is a priority.

This project will greatly improve access to persons with disabilities therefore we wholeheartedly support this petition.

Respectfully,

Shannon Gowans,
Chair, Accessibility Advisory Committee
City of Sault Ste. Marie

Mayor Christian Provenzano and Council for the City of Sault Ste. Marie
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON

Your Worship;

Today Premier Kathleen Wynne made the decision to proceed with a by-election in Sault Ste. Marie and set an election date of June 1st, 2017. I am informing you of my intention to take a leave of absence without pay until that date, so that I can devote my attention to the campaign and fulfill my responsibilities as the Ontario PC candidate in this by-election. It is not a decision I make lightly, but it will be impossible for me to devote my full attentions to my constituents during this time, and as such it would be inappropriate for me to receive payment while I pursue provincial office.

Therefore, please suspend my honorarium immediately, from the date of May 3rd until June 1st, 2017. Please know that I remain dedicated to serving Ward 6 and the City of Sault Ste. Marie to the fullest of my ability.

Warmest regards,

Ross Romano
City Councillor, Ward 6

Joe Krmpotich
13 Winfield Drive
Sault Ste Marie, ON, P6C 2N2

May 4, 2017

Malcolm White
Clerk of the City of Sault Ste Marie
99 Foster Drive,
Sault Ste. Marie, ON P6A 5X6

Dear Malcolm:

Please be advised that a writ was issued yesterday for a provincial by-election to be held in Sault Ste. Marie provincial electoral district for a June 1st election day.

As I am a candidate in this by-election, I wish to forego all monetary compensation from the city effective yesterday for the duration of the provincial election campaign period.

I do however want to continue to serve constituents with queries they may have but I will be absent from the two scheduled council meetings during this period.

Sincerely,



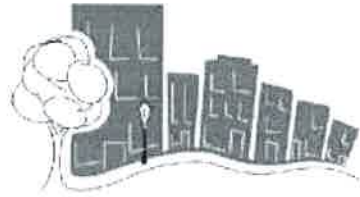
Joe Krmpotich
Councillor, Ward 6



Please use this form for your submission: 

Full Name:	Age:
School/Teacher:	Grade:
Parent/Guardian:	Phone #:
Why you LOVE Canada :	

DOWNTOWN ASSOCIATION



April 24 2017

99 Foster Drive
Sault Ste. Marie ON
P6A 5X6

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

APR 25 2017

LEGAL DEPARTMENT

ATTN: City of Sault Ste. Marie Clerk Office
City of Sault Ste. Marie Legal Department
City of Sault Ste. Marie Council
Mayor Christian Provenzano

To Whom it May Concern:

Please accept this formal letter of request for exemption from city by-law 80-200 which regulates noise within the city limits.

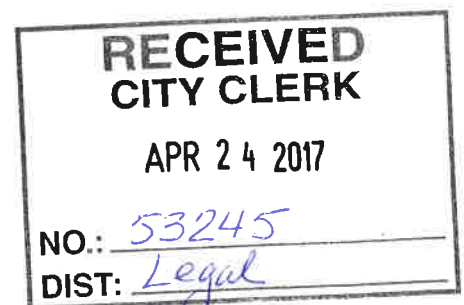
This request is to allow exemption to accommodate the street party hosted by The Downtown Association which will take place Thursday, July 13th 2017, between the hours of 3PM and 12PM.

This event takes place within the boundaries of The Downtown Association of Queen Street East Intersections of Pim Street to Dennis Street.

All residences and businesses in the immediate area will be notified 30 days prior to event date.

Please process this request at Council's earliest convenience or advise of any additional information required.

Ashlyn McMillan Administrative & Communication Coordinator
The Downtown Association



496 Queen Street East, Sault Ste Marie, ON Canada P6A 1Z8
Tel: (705) 942-2919 Fax: 942-6368 Email: info@saultdowntown.com
Website: www.saultdowntown.com



CELEBRATE

REMEMBER

FIGHT BACK

CÉLÉBRER

RENDRE HOMMAGE

LUTTER

April 25, 2017

Dear Mr. Christian:

On behalf of our Korah Relay for Life team we would like to request that City Council would give us permission to host the 6th annual all-night "Relay For Life" fundraiser at Korah Collegiate and Vocational School on the night of June 2th 2017 from 7 pm until 7 am the morning of June 3rd 2017. We will be handing out notification flyers to the nearby residents around the school property, notifying them about this event and warning them of the noise level for the evening. The money from the event will be donated to the Canadian Cancer Society which will help them find a cure to this terrible problem.

Thank you for taking the time to read this letter. Your permission will be greatly appreciated on behalf of Korah Collegiate Relay For Life Committee.

Sincerely,

Cosimo Martella

Korah Collegiate Relay For Life Committee

04/12/2017 15:49 FAX 705

Downtown Ass.

0002/0007

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Josh Ingram TELEPHONE: 705-942-2919

ADDRESS: 46 Queen St E. POSTAL CODE: R1A-1Z8

The above person hereby makes application for the closing of

Queen St E

(Name of street to be closed)

from Rim St to Dennis St
(reference points - street numbers, cross streets, etc.)

on the 13 day of July, 2017 from 3 am/pm to 12 am/pm

for the purpose of Downtown Association Downtown St Party

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7800 R. Magnan #209
580 Second Line East

Signature of Official

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

Signature of Official

6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____
(date) (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Josh Ingram TELEPHONE: 705-942-2919

ADDRESS: 46 Queen St E. POSTAL CODE: M4A-1E8

The above person hereby makes application for the closing of

Queen St E
(Name of street to be closed)

from King St to Dundas St
(reference points - street numbers, cross streets, etc.)

on the 13 day of July, 20 17 from 3 am/pm to 12 am/pm

for the purpose of Downtown Association Downtown St Party

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East

Signature of Official

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

Signature of Official

6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____
(date) (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: Josh Ingram TELEPHONE: 705-942-2919ADDRESS: 46 Queen St E. POSTAL CODE: M4A-1Z8

The above person hereby makes application for the closing of

Queen St E

(Name of street to be closed)

from King St to Dundas St
(reference points - street numbers, cross streets, etc.)on the 13 day of July, 20 17 from 3 am/pm to 12 am/pmfor the purpose of Downtown Association Dundas St Party**APPROVALS SECTION:**1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street_____
Signature of Official_____
Signature of Official3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street_____
Signature of Official_____
Signature of Official5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-8883
65 Old Garden River Road6. Downtown Association
Telephone 942-2919
Fax 942-6368
486 Queen Street East
(QUEEN STREET CLOSINGS ONLY)_____
Signature of Official_____
Signature of Official**CITY CLERK SECTION:**City Council approval was received on _____
(date) (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: Josh Ingram TELEPHONE: 705-942-2919ADDRESS: 46 Queen St E. POSTAL CODE: M5H-1E9

The above person hereby makes application for the closing of

Queen St E

(Name of street to be closed)

from King St to Dundas St
(reference points - street numbers, cross streets, etc.)on the 13 day of July, 20 17 from 3 am/pm to 12 am/pmfor the purpose of DUNDAS ASSOCIATION DUNDAS ST PARTY**APPROVALS SECTION:**1. Police Services, Traffic Dept.
Telephone 949-8300 ext 348
Fax 759-7820
680 Second Line East2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street_____
Signature of Official_____
Signature of Official3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street_____
Signature of Official_____
Signature of Official5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-8883
65 Old Garden River Road6. Downtown Association
Telephone 942-2919
Fax 942-6388
486 Queen Street East
(QUEEN STREET CLOSINGS ONLY)_____
Signature of Official_____
Signature of Official**CITY CLERK SECTION:**City Council approval was received on _____
(date) (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Josh Ingram TELEPHONE: 705-942-2917

ADDRESS: 46 Queen St E. POSTAL CODE: M5A-1Z8

The above person hereby makes application for the closing of

Queen St E

(Name of street to be closed)

from Pine St to Dennis St
(reference points - street numbers, cross streets, etc.)

on the 13 day of July, 2017 from 3 am to 12 pm

for the purpose of Downtown Association Downtown St Party

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road

4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

Signature of Official

5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

D. Spoolman

Signature of Official

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____
(date) (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: Josh Ingram TELEPHONE: 705-942-2919ADDRESS: 916 Queen St E. POSTAL CODE: P6A-1Z8

The above person hereby makes application for the closing of

Queen St E

(Name of street to be closed)

from Pim St to Dunn's St
(reference points - street numbers, cross streets, etc.)on the 13 day of July, 20 17 from 3 am/pm to 12 am/pmfor the purpose of Downtown Association Downtown St Party**APPROVALS SECTION:**1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street_____
Signature of Official_____
Signature of Official3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street_____
Signature of Official_____
Signature of Official5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)_____
Signature of Official_____
Signature of Official**CITY CLERK SECTION:**City Council approval was received on _____
(date) (By-law No.)

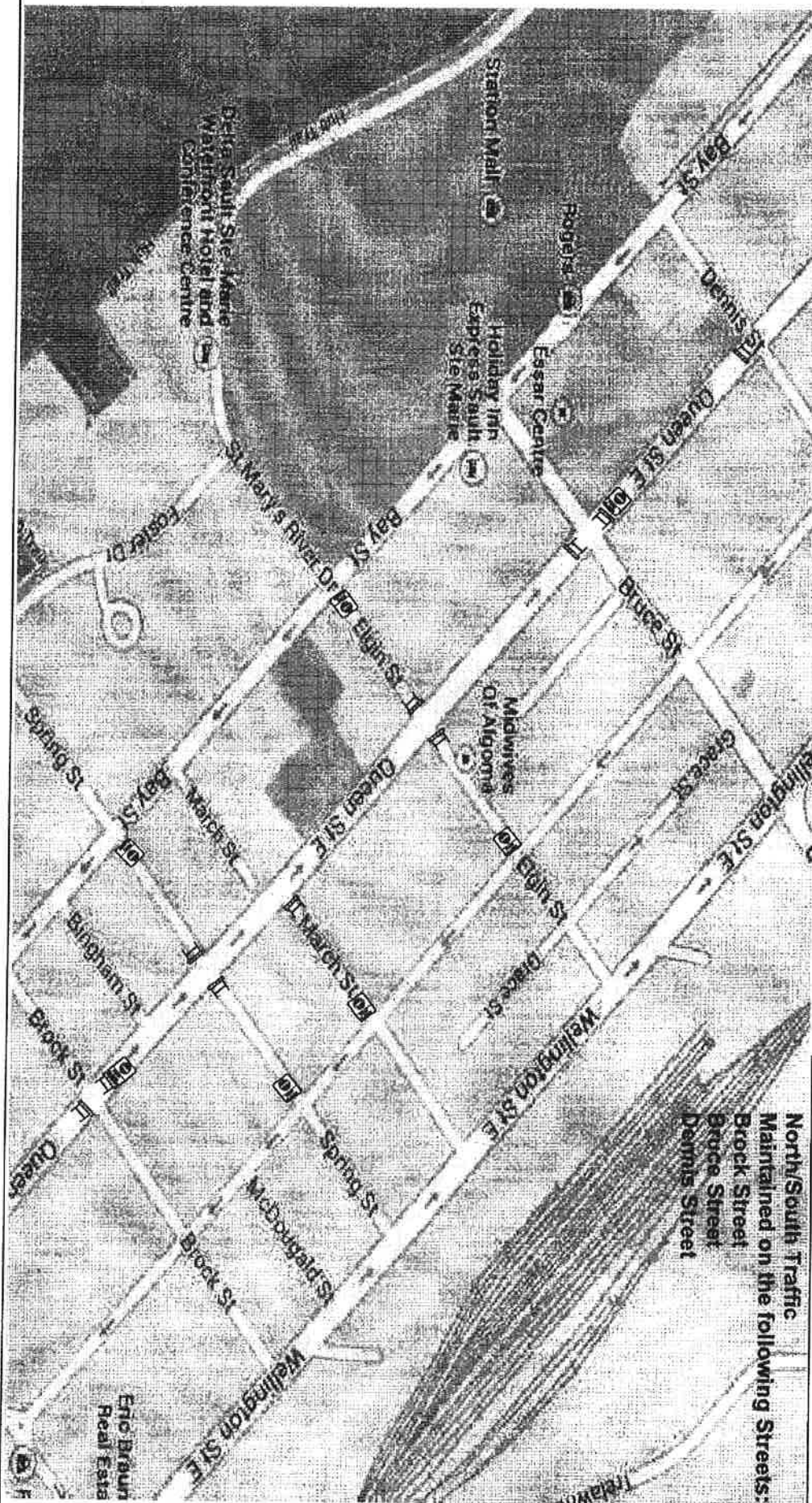
Downtown Association "Downtown Street Party"

July 13, 2017

Time: 3:00pm to 12:00am

Closure: Pim Street to Dennis Street

Drawing Size: 11x8.5 (Letter)



Date: 12/04/2017 Author: Project: Downtown Street Party
Comments:

www.munich.com
Page: 2 of 2

Downtown Association "Downtown Street Party"

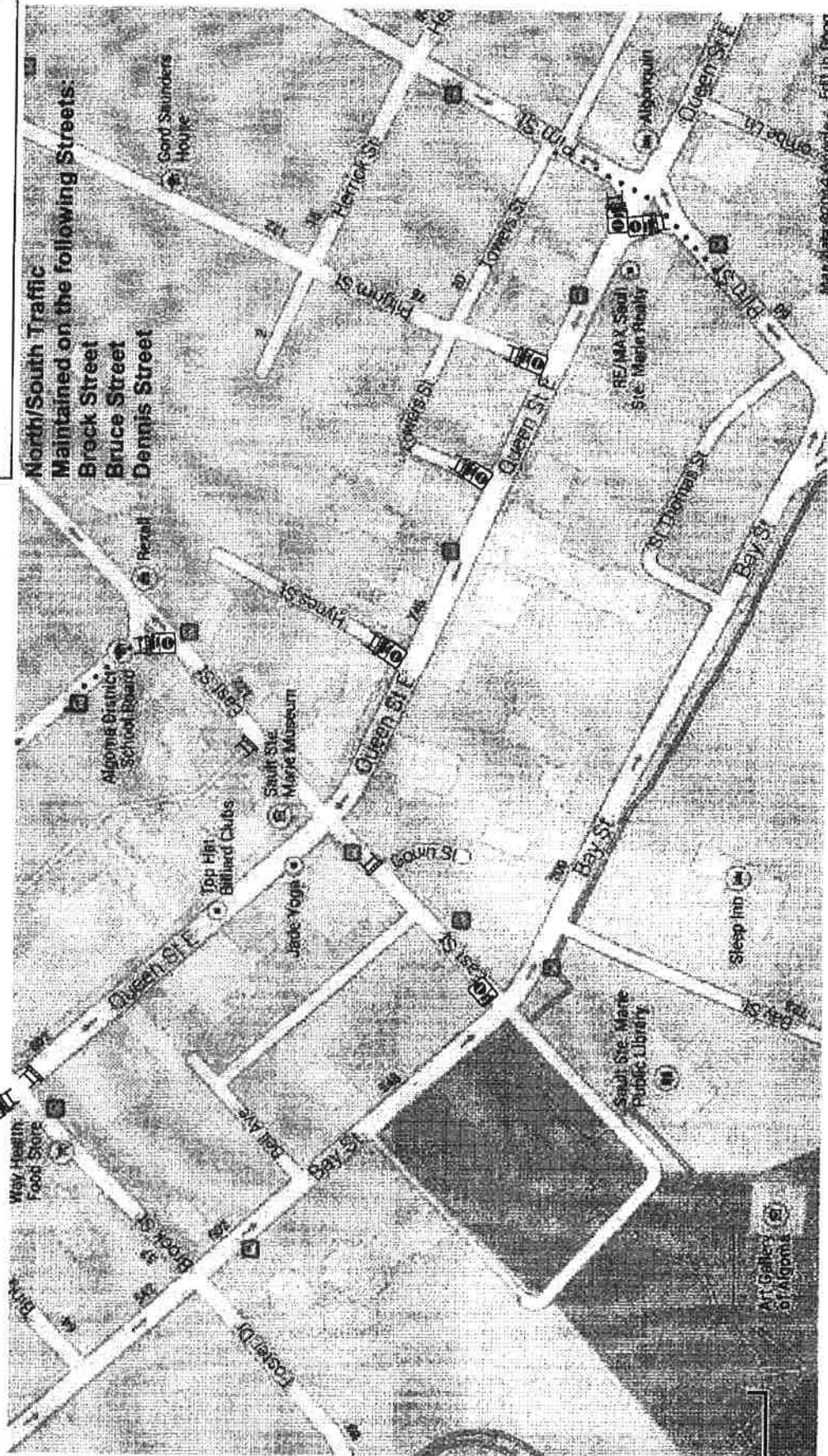
July 13, 2017

Time: 3:00pm to 12:00am

Closure: Pim Street to Dennis Street

Drawing Size: 11x8.5 (Letter)

Date: 12/04/2017 Author: Project: Downtown Street Party



0002/0007

Page 163 of 471

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: Josh Ingram TELEPHONE: 705-942-2919ADDRESS: 496 Queen St POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

Queen St E

(Name of street to be closed)

from Pine St to Dennis St
(reference points - street numbers, cross streets, etc.)on the 29 day of July, 20 17 from 8 am to 7 pmfor the purpose of Car Free Saturday**APPROVALS SECTION:**1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East_____
Signature of Official2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street_____
Signature of Official3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road_____
Signature of Official4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street_____
Signature of Official5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 948-1227
Fax 945-6883
65 Old Garden River Road_____
Signature of Official6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)_____
Signature of Official**CITY CLERK SECTION:**City Council approval was received on _____
(date) (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: Josh Ingram TELEPHONE: 705-942-2919ADDRESS: 496 Queen St POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

Queen St E

(Name of street to be closed)

from Pine St to Dennis St
(reference points - street numbers, cross streets, etc.)on the 29 day of July, 20 17 from 8 am to 7 pmfor the purpose of CAR FREE SATURDAY**APPROVALS SECTION:**1. Police Services, Traffic Dept.
Telephone 949-8300 ext 348
Fax 759-7820
580 Second Line East2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street_____
Signature of Official_____
Signature of Official3. Public Works & Transportation Dept.
Telephone 641-7000
Fax 641-7010
128 Sackville Road4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street_____
Signature of Official_____
Signature of Official5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 948-1227
Fax 945-8883
65 Old Garden River Road6. Downtown Association
Telephone 942-2919
Fax 942-8388
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)_____
Signature of Official_____
Signature of Official**CITY CLERK SECTION:**City Council approval was received on _____
(date) (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: Josh Ingram TELEPHONE: 705-942-2919ADDRESS: 496 Queen St POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

Queen St E

(Name of street to be closed)

from Rim St to Dennis St
(reference points - street numbers, cross streets, etc.)on the 29 day of July, 20 17 from 8 am to 7 pmfor the purpose of CAR FREE SUNDAY**APPROVALS SECTION:**1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street_____
Signature of Official_____
Signature of Official3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road4. Transit/Parking
Telephone 759-5320
Fax 759-6834
111 Huron Street_____
Signature of Official_____
Signature of Official5. Central Ambulance Communication
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Telephone 946-1227
Fax 945-8883
65 Old Garden River Road6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)_____
Signature of Official_____
Signature of Official**CITY CLERK SECTION:**City Council approval was received on _____
(date) (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Josh Ingram TELEPHONE: 705-942-2914

ADDRESS: 496 Queen St POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

Queen St E

(Name of street to be closed)

from Rim St to Dennis St
(reference points - street numbers, cross streets, etc.)

on the 29 day of July, 2017 from 8 am/pm to 7 am/pm

for the purpose of CAR FREE SATURDAY

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road

4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

Signature of Official

5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 948-1227
Fax 946-6883
65 Old Garden River Road

6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

[Signature]
Signature of Official

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____
(date) (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: Josh Ingram TELEPHONE: 705-942-2919ADDRESS: 496 Queen St POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

Queen St E

(Name of street to be closed)

from Pim St to Dennis St
(reference points - street numbers, cross streets, etc.)on the 29 day of July, 20 17 from 8 am/pm to 7 pm/amfor the purpose of CAR FREE SATURDAY**APPROVALS SECTION:**1. Police Services, Traffic Dept.
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Fax 759-7820
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Telephone 949-3335/949-3387
Fax 949-2341
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Telephone 541-7000
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Telephone 759-5320
Fax 759-5834
111 Huron Street_____
Signature of Official_____
Signature of Official5. Central Ambulance Communication
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65 Old Garden River Road6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)_____
Signature of Official_____
Signature of Official**CITY CLERK SECTION:**City Council approval was received on _____
(date) (By-law No.)

Downtown Association "Car Free Saturday"

July 29, 2017

Time: 8:00am to 1:00pm

Closure: Pim Street to Dennis Street

Drawing Size: 11x8.5 (Letter)

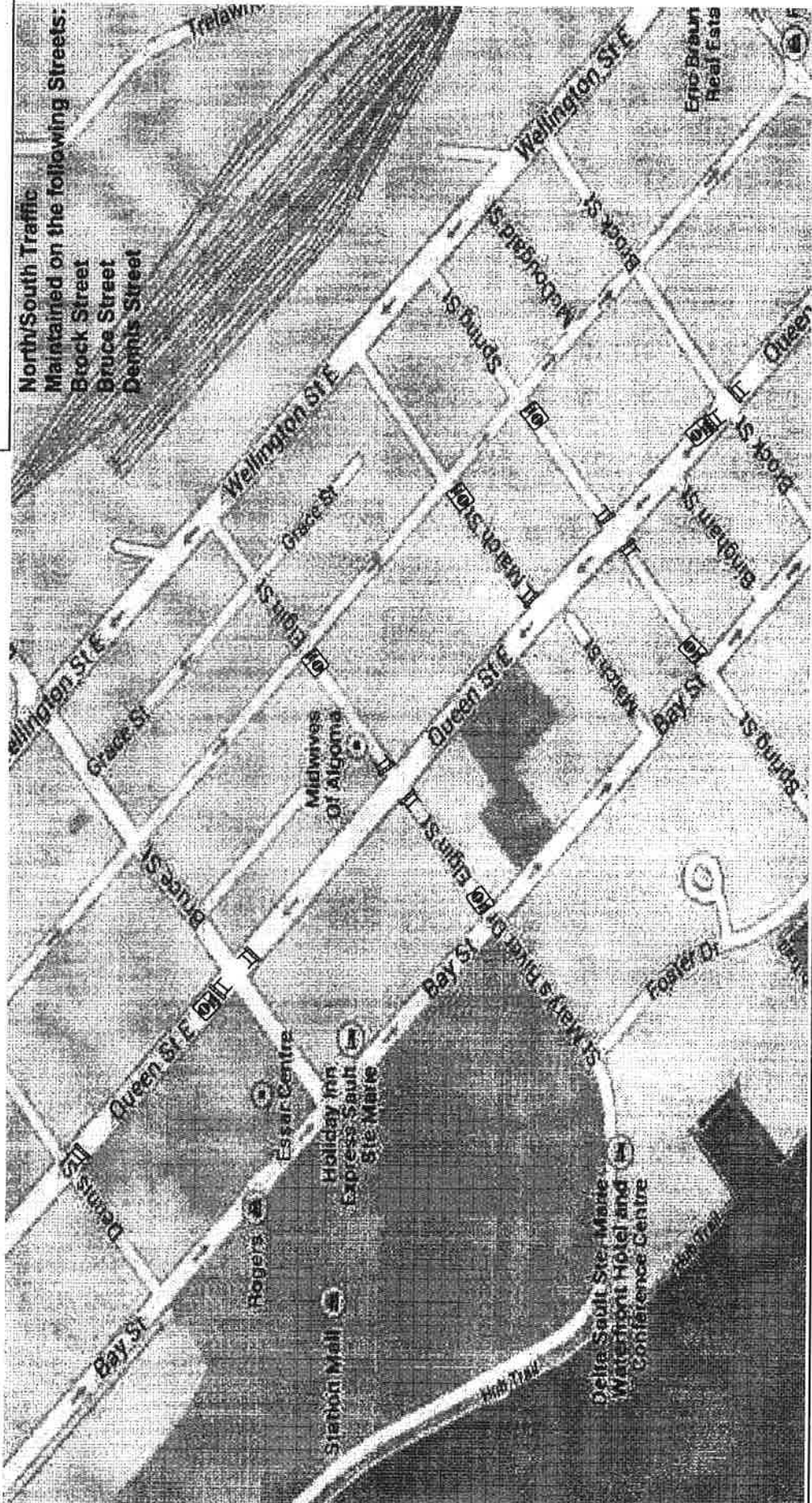
www.hvision.com

Page: 2 of 2

Date: 12/04/2017 Author:

Project: Downtown Street Party

Comments:



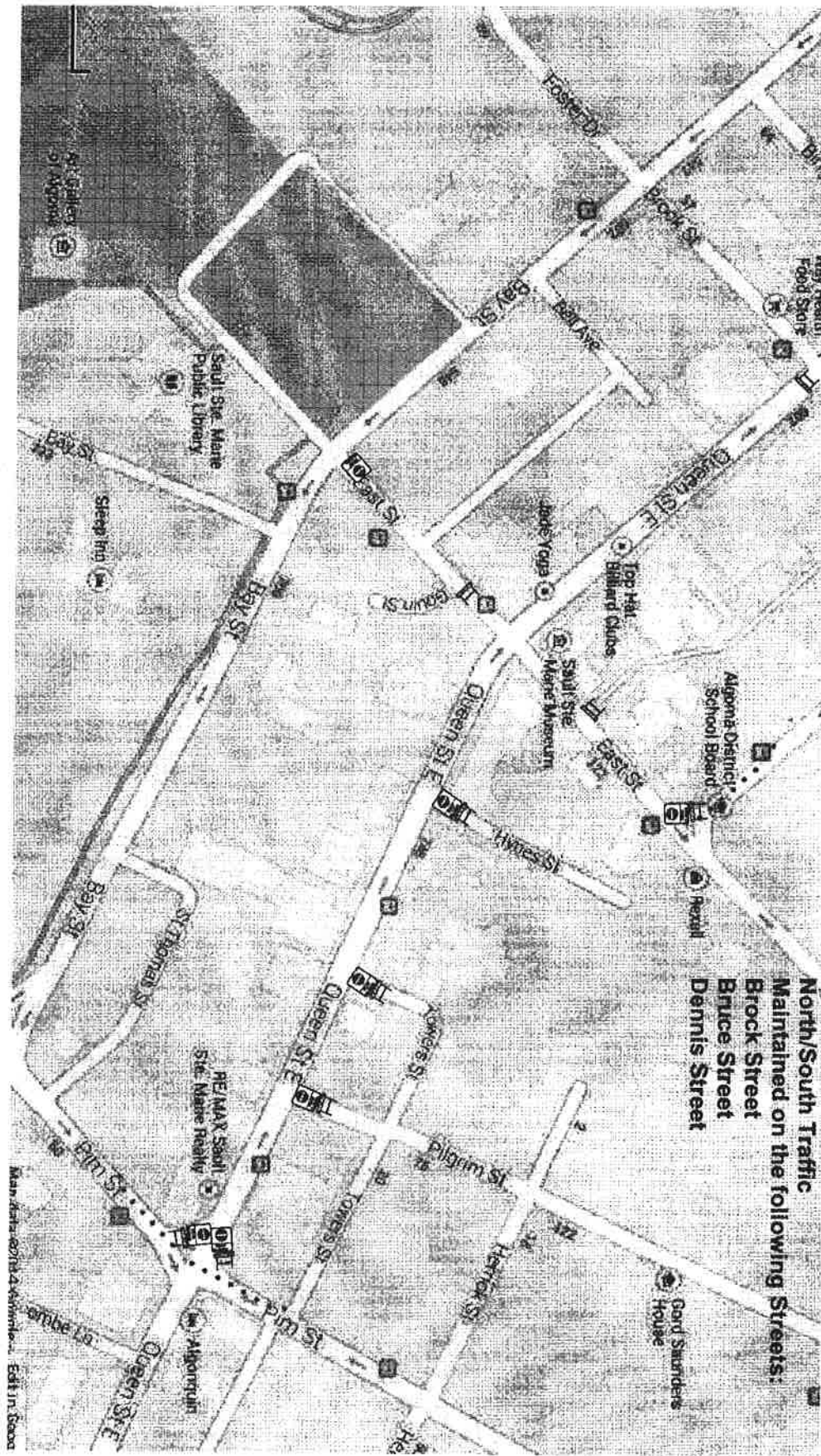
Downtown Association "Car Free Saturday"

July 29, 2017

Time: 8:00am to 1:00pm

Closure: Pim Street to Dennis Street

Drawing Size: 11x8.5 (Letter)



Date: 12/04/2017 Author: Project: Downtown Street Party



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, Deputy City Clerk

DEPARTMENT: Corporate Services

RE: Committee of Adjustment Appointment

PURPOSE

The purpose of this report is to approve the appointment of Sean Meades to the Committee of Adjustment.

BACKGROUND

Appointments to the Committee of Adjustment are for a four-year term, concurrent with the term of Council (as prescribed by the *Planning Act*). A vacancy has arisen on the Committee, and applications were requested as part of the board and committee nominating process in late 2016. No applicants with the desired skill sets applied, and the position was re-advertised in March 2017.

The Board and Committee Nominating Committee recommends the appointment of Sean Meades to the Committee of Adjustment.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

Members of the Committee of Adjustment receive an honorarium of \$989 annually, which is already captured in the operating budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-94 is listed elsewhere on the Agenda and is recommended for approval.

Committee of Adjustment Appointment
2017 05 08
Page 2.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Rachel Tyczinski', followed by a horizontal line.

Rachel Tyczinski
Deputy City Clerk
705.759.5392
r.tyczinski@cityssm.on.ca



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

C O U N C I L R E P O R T

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Asphalt (2017PWE-PWT-11-T)

PURPOSE

Attached hereto for Council's information and consideration is a summary of the tenders received for the supply of Asphalt required during the 2017 Construction Season. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held April 24, 2017 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Superintendent of Public Works and the Director of Public Works, and the low tendered prices, meeting specifications, have been identified on the attached summary.

FINANCIAL IMPLICATIONS

A maximum limit of \$925,000.00 has been established for the purchase of Asphalt under this tender. Funding for the purchase of this material will be drawn from various Public Works Street Maintenance accounts as set in the budget.

STRATEGIC PLAN / POLICY IMPACT

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

Tender for Asphalt

2017 05 08

Page 2

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2017 05 08 be received and the recommendation that the tender submitted by Palmer Construction for the supply of Asphalt for the 2017 Construction Season commencing June 1, 2017 at the tendered pricing, HST extra, be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Gowans', written in a cursive style.

Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

FINANCE DEPARTMENT
PURCHASING DIVISION

RECEIVED: April 24, 2017
FILE: #2017PWE-PWT-11-T

SUMMARY OF TENDERS
ASPHALT

Firm Prices for One Year Period (H.S.T. extra) - June 1, 2017 to May 31, 2018

Description

Ellwood Robinson
Sault Ste. Marie, ON

HL2 Asphalt	\$137.20	Per Tonne
HL3 Asphalt	\$124.20	Per Tonne
HL3A Asphalt	\$132.20	Per Tonne
HL4 Asphalt	\$119.20	Per Tonne
HL8 Asphalt	\$117.20	Per Tonne

Palmer Construction
Sault Ste. Marie, ON

\$118.00	Per Tonne
\$115.00	Per Tonne
\$115.00	Per Tonne
\$112.00	Per Tonne
\$110.00	Per Tonne

Note: The low tendered prices, meeting specifications, are boxed above.

Expenditures in 2016 were approximately \$898,574.12 including the non-rebatable portion of the H.S.T.;
a portion of which is recoverable.

It is my recommendation that the low tendered prices submitted by Palmer Construction Inc. be accepted.

Tim Gowans
Manager of Purchasing



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Ready-Mix Concrete (2017PWE-PWT-10-T)

PURPOSE

Attached hereto for Council's information and consideration is a summary of the tenders received for the supply of Ready-Mix Concrete required during the 2017 Construction Season. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held April 24, 2017 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Superintendent of Public Works and the Director of Public Works, and the low tendered prices, meeting specifications, have been identified on the attached summary.

FINANCIAL IMPLICATIONS

A maximum limit of \$180,000.00 has been established for the purchase of Ready-Mix Concrete under this tender. Funding for the purchase of this material will be drawn from various Public Works Street Maintenance accounts as set in the budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2017 05 08 be received and the recommendation that the tender submitted by Lafarge for the supply of Ready-Mix Concrete for the 2017 Construction Season commencing June 1, 2017 at the tendered pricing, HST extra, be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Gowans', with a stylized flourish at the end.

Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

SUMMARY OF TENDERS
READY-MIX CONCRETE

Firm Prices for One Year Period (H.S.T. extra) - June 1, 2017 to May 31, 2018

<u>Description</u>	<u>2016 QUANTITY</u>	<u>Caswell Concrete Sault Ste. Marie, ON</u>		<u>Fisher Wavy Inc. Sault Ste. Marie, ON</u>		<u>Lafarge Sault Ste. Marie, ON</u>	
		<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
32Mpa Ready-Mix Concrete (CSA 23.1)	649.85	\$206.00	\$ 133,869.10	\$209.00	\$ 135,818.65	\$206.00	\$133,869.10
Unshrinkable Fill	8.00	\$159.00	\$ 1,272.00	\$158.00	\$ 1,264.00	\$155.00	\$1,240.00
Additional Heating	68.00	\$30.00	\$ 2,040.00	\$30.00	\$ 2,040.00	\$30.00	\$2,040.00
Use of Truck with Conveyor	7.00	\$165.00	\$ 1,155.00	\$180.00	\$ 1,260.00	\$175.00	\$1,225.00
Loads- 2 cubic metres or less	52.00	\$100.00	\$ 5,200.00	\$115.00	\$ 5,980.00	\$110.00	\$5,720.00
Loads - under 3 cubic metres but greater than 2	131.00	\$100.00	\$ 13,100.00	\$115.00	\$ 15,065.00	\$0.00	\$0.00
Total:			\$ 156,636.10		\$ 161,427.65		\$ 144,094.10

Remarks:

Underload charge
less than 3.0 cu.m.

Underload charge
less than 3.0 cu.m.

Underload charge
less than 2.0 cu.m.

Note: The low tendered prices, meeting specifications, are boxed above.

The above quantities represent a projection of anticipated usage based on actual ordering for the 2016 season (total cost of \$146,630.16 including the non-rebatable portion of the H.S.T.)

It is my recommendation that the low tendered prices submitted by Lafarge be accepted.

Tim Gowans
Manager of Purchasing



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

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jacob Bruzas, Manager of Audits and Capital Planning

DEPARTMENT: Corporate Services

RE: First Quarter Financial Report – March 31, 2017

PURPOSE

The purpose of this report is to provide a Three Month Financial Report to March 31, 2017.

BACKGROUND

The Finance Committee reviewed the 2017 First Quarter Financial Report on April 26, 2017.

Moved by: Marchy Bruni
Seconded by: Rick Niro

Resolved that the Finance Committee receive the 2017 First Quarter Financial Report and recommend to City Council for information.

ANALYSIS

Most departments are trending on budget as of March 31, 2017.

Even with the significant snowfall the City experienced in the first quarter of the year, the Public Works and Engineering department is trending on budget for Winter Control costs. However, the spring job portion of winter control is still in its early stages, and a harsher than normal early winter season (November and December 2017) can quickly drain remaining resources.

No significant variances from budget are noted for the first quarter of 2017 and there are currently no new developments that Finance has been made aware of that would cause significant budgetary constraints for the remainder of the year.

FINANCIAL IMPLICATIONS

At this early point in the 2017 fiscal year, it is difficult to predict whether or not the City will be in a surplus or deficit position at the end of 2017.

At a future Council meeting, Staff will provide another quarterly report to the end of June 2017 where it's anticipated that more trends will be developed and reported on.

STRATEGIC PLAN / POLICY IMPACT

The Financial Report is an administrative matter and therefore not included in the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Audits and Capital Planning dated May 8, 2017 concerning the First Quarter Financial Report to March 31, 2017 be received as information.

Respectfully submitted,



Jacob Bruzas
Manager of Audits and Capital
Planning
705.759.5356
j.bruzas@cityssm.on

CITY OF SAULT STE MARIE

2017 - FIRST QUARTER ENDED MARCH 31, 2017

	YTD	Budget	Variance	Budget-Rem	2016 Actual To:	2016 Actual
FISCAL YEAR REMAINING% :	Actual	2017		75.0%	March	Year End
REVENUE						
Taxation	(\$52,322,361.66)	(\$111,333,603.66)	(\$59,011,242.00)	53.00%	(\$50,872,153.39)	(\$107,045,941.84)
Payment in Lieu of taxes	(\$471,873.56)	(\$4,371,195.00)	(\$3,899,321.44)	89.20%	(\$474,248.28)	(\$4,372,431.32)
Fees and user charges	(\$8,459,650.34)	(\$34,964,699.27)	(\$26,505,048.93)	75.81%	(\$9,459,717.87)	(\$40,847,677.25)
Government grants	(\$5,105,183.97)	(\$19,497,615.00)	(\$14,392,431.03)	73.82%	(\$4,142,158.29)	(\$20,611,412.95)
Interest and Investment income	(\$582,526.97)	(\$4,305,000.00)	(\$3,722,473.03)	86.47%	(\$1,454,378.41)	(\$5,452,124.14)
Contribution from own funds	\$37,916.07	(\$218,060.16)	(\$255,976.23)	117.39%	\$68,077.54	(\$5,062,201.61)
Other income	(\$438,278.68)	(\$1,503,320.00)	(\$1,065,041.32)	70.85%	(\$271,068.23)	(\$2,244,040.72)
Prior year surplus			\$0.00	0.00%		(\$550,000.00)
Change in future employee benefits			\$0.00	0.00%		(\$7,897.59)
	(\$67,341,959.11)	(\$176,193,493.09)	(\$108,851,533.98)	61.78%	(\$66,605,646.93)	(\$186,193,727.42)
EXPENDITURES						
Salaries	\$15,824,767.21	\$67,214,470.00	\$51,389,702.79	76.46%	\$16,693,075.93	\$72,989,556.93
Benefits	\$4,541,735.60	\$18,370,782.31	\$13,829,046.71	75.28%	\$3,007,399.63	\$19,209,698.89
TOTAL SALARIES/BENEFITS	\$20,366,502.81	\$85,585,252.31	\$65,218,749.50	76.20%	\$19,700,475.56	\$92,199,255.82
Travel and training	\$196,971.85	\$841,795.00	\$644,823.15	76.60%	\$107,260.13	\$649,217.33
Election			\$0.00	0.00%	\$808.82	\$808.82
Vehicle allowance, maintenance and repairs	\$1,387,836.11	\$3,813,150.00	\$2,425,313.89	63.60%	\$1,021,599.30	\$4,295,752.17
Utilities and Fuel	\$2,584,956.11	\$10,009,195.00	\$7,424,238.89	74.17%	\$1,953,015.57	\$9,879,855.91
Materials and supplies	\$1,299,238.72	\$6,599,665.00	\$5,300,426.28	80.31%	\$1,617,668.62	\$7,059,353.96
Maintenance and repairs	\$598,165.72	\$2,576,130.00	\$1,977,964.28	76.78%	\$557,464.93	\$2,418,691.79
Program expenses	\$30,017.86	\$121,200.00	\$91,182.14	75.23%	\$24,077.66	\$150,836.08
Goods for resale	\$143,467.23	\$619,325.00	\$475,857.77	76.83%	\$140,653.13	\$579,880.75
Rents and leases	\$64,348.76	\$302,950.00	\$238,601.24	78.76%	\$75,624.16	\$335,109.17
Taxes and licenses	\$1,429,368.16	\$2,191,290.00	\$761,921.84	34.77%	\$1,574,658.69	\$2,240,785.13
Financial expenses	\$469,716.40	\$2,736,405.00	\$2,266,688.60	82.83%	\$797,425.06	\$5,482,028.99
Purchased and contracted services	\$1,507,543.64	\$9,342,762.90	\$7,835,219.26	83.86%	\$1,772,406.58	\$9,237,531.67
Grants to others	\$6,541,354.81	\$26,571,954.48	\$20,030,599.67	75.38%	\$11,303,408.11	\$26,880,952.42
Long term debt	\$1,098,152.03	\$3,252,490.00	\$2,154,337.97	66.24%	\$1,089,530.07	\$1,971,711.52
Transfer to own funds	\$318,153.56	\$21,072,528.40	\$20,754,374.84	98.49%	\$943,787.49	\$22,190,758.22
Capital expense	\$154,995.19	\$777,530.00	\$622,534.81	80.07%	\$313,516.20	\$924,123.80
Depreciation			\$0.00	0.00%		\$16,440,624.65
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$148,161.26
Clearing accounts	(\$0.26)		\$0.26	0.00%		
Less: recoverable costs	(\$68,588.19)	(\$220,130.00)	(\$151,541.81)	68.84%	(\$78,322.09)	(\$302,926.13)
TOTAL OTHER EXPENSES	\$17,755,697.70	\$90,608,240.78	\$72,852,543.08	80.40%	\$23,214,582.43	\$110,583,257.51
	\$38,122,200.51	\$176,193,493.09	\$138,071,292.58	78.36%	\$42,915,057.99	\$202,782,513.33
NET (REVENUE)/EXPENDITURE	(\$29,219,758.60)	\$0.00	\$29,219,758.60	0.00%	(\$23,690,588.94)	\$16,588,785.91
	YTD	Budget	Variance			
	Actual	2017				
Mayor and Council	\$167,599.42	\$709,802.18	\$542,202.76			
Chief Administrative Officer	\$209,587.55	\$374,181.00	\$164,593.45			
Corporate Services	\$2,206,705.52	\$10,094,792.13	\$7,888,086.61			
Legal	\$864,017.93	\$1,422,450.94	\$558,433.01			
Fire Services	\$3,045,006.46	\$13,001,304.96	\$9,956,298.50			
Police Services	\$6,014,990.67	\$24,276,501.53	\$18,261,510.86			
Public Works and Engineering	\$8,922,358.87	\$39,519,527.53	\$30,597,168.66			
Community Development and Enterprise Serv	\$2,040,455.54	\$12,503,682.51	\$10,463,226.97			
Social Services	\$2,242.32	\$0.00	(\$2,242.32)			
Levy Board	\$5,055,476.50	\$20,567,648.48	\$15,512,171.98			
Outside Agencies	\$857,779.70	\$3,636,037.40	\$2,778,257.70			
Outside Agencies - Other	\$425,764.88	\$1,926,711.00	\$1,500,946.12			
Economic Diversification	\$708.73	\$500,000.00	\$499,291.27			
Corporate	(\$60,031,825.02)	(\$137,677,708.66)	(\$77,645,883.64)			
Capital and Debt	\$999,372.33	\$9,145,069.00	\$8,145,696.67			
	(\$29,219,758.60)	\$0.00	\$29,219,758.60			

MAYOR AND COUNCIL

2017 - FIRST QUARTER ENDED MARCH 31, 2017

	YTD	Budget	Variance	Budget-Rem	2016 Actual To:	2016 Actual
FISCAL YEAR REMAINING% :	Actual	2017		75.0%	March	Year End
REVENUE						
Government grants			\$0.00	0.00%		(\$1,577.00)
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$1,577.00)
EXPENDITURES						
Salaries	\$113,891.53	\$485,284.00	\$371,392.47	76.53%	\$111,017.90	\$486,112.85
Benefits	\$14,736.43	\$56,003.18	\$41,266.75	73.69%	\$3,871.04	\$48,784.76
TOTAL SALARIES/BENEFITS	\$128,627.96	\$541,287.18	\$412,659.22	76.24%	\$114,888.94	\$534,897.61
Travel and training	\$4,767.63	\$53,500.00	\$48,732.37	91.09%	\$3,003.21	\$19,141.52
Vehicle allowance, maintenance and repairs	\$8,891.91	\$36,030.00	\$27,138.09	75.32%	\$6,292.14	\$29,688.59
Materials and supplies	\$20,409.35	\$50,885.00	\$30,475.65	59.89%	\$20,072.38	\$52,674.40
Purchased and contracted services	\$6.53	\$3,100.00	\$3,093.47	99.79%	\$220.00	\$1,493.27
Grants to others	\$4,896.04	\$25,000.00	\$20,103.96	80.42%	(\$25,000.00)	
Transfer to own funds			\$0.00	0.00%		\$22,400.00
Depreciation			\$0.00	0.00%		\$2,910.58
TOTAL OTHER EXPENSES	\$38,971.46	\$168,515.00	\$129,543.54	76.87%	\$4,587.73	\$128,308.36
	\$167,599.42	\$709,802.18	\$542,202.76	76.39%	\$119,476.67	\$663,205.97
NET (REVENUE)/EXPENDITURE	\$167,599.42	\$709,802.18	\$542,202.76	76.39%	\$119,476.67	\$661,628.97

CAO'S OFFICE

2017 - FIRST QUARTER ENDED
MARCH 31, 2017

	YTD	Budget	Variance	Budget-Rem	2016 Actual To:	2016 Actual
FISCAL YEAR REMAINING% :	Actual	2017		75.0%	March	Year End
REVENUE						
Government grants	\$17,824.79	(\$265,700.00)	(\$283,524.79)	106.71%	\$8,041.08	(\$255,702.86)
Other income			\$0.00	0.00%	\$80.75	(\$568.25)
	<u>\$17,824.79</u>	<u>(\$265,700.00)</u>	<u>(\$283,524.79)</u>	<u>106.71%</u>	<u>\$8,121.83</u>	<u>(\$256,271.11)</u>
EXPENDITURES						
Salaries	\$116,576.37	\$459,535.00	\$342,958.63	74.63%	\$122,313.12	\$467,029.89
Benefits	\$28,530.08	\$118,808.00	\$90,277.92	75.99%	\$16,412.29	\$92,363.48
TOTAL SALARIES/BENEFITS	<u>\$145,106.45</u>	<u>\$578,343.00</u>	<u>\$433,236.55</u>	<u>74.91%</u>	<u>\$138,725.41</u>	<u>\$559,393.37</u>
Travel and training	\$546.14	\$10,715.00	\$10,168.86	94.90%	\$31.29	\$6,587.15
Vehicle allowance, maintenance and repairs	\$1,171.80	\$4,480.00	\$3,308.20	73.84%	\$1,210.86	\$4,256.14
Materials and supplies	\$2,957.30	\$25,343.00	\$22,385.70	88.33%	\$2,999.00	\$21,506.17
Maintenance and repairs		\$150.00	\$150.00	100.00%		
Purchased and contracted services	\$41,981.07	\$20,650.00	(\$21,331.07)	(103.30%)	\$4,083.01	\$21,310.00
Capital expense		\$200.00	\$200.00	100.00%		
Depreciation			\$0.00	0.00%		\$1,816.15
TOTAL OTHER EXPENSES	<u>\$46,656.31</u>	<u>\$61,538.00</u>	<u>\$14,881.69</u>	<u>24.18%</u>	<u>\$8,324.16</u>	<u>\$55,475.61</u>
	<u>\$191,762.76</u>	<u>\$639,881.00</u>	<u>\$448,118.24</u>	<u>70.03%</u>	<u>\$147,049.57</u>	<u>\$614,868.98</u>
NET (REVENUE)/EXPENDITURE	\$209,587.55	\$374,181.00	\$164,593.45	43.99%	\$155,171.40	\$358,597.87

CORPORATE SERVICES

2017 - FIRST QUARTER ENDED
MARCH 31, 2017

	YTD	Budget	Variance	Budget-Rem	2016 Actual To:	2016 Actual
FISCAL YEAR REMAINING% :	Actual	2017		75.0%	March	Year End
REVENUE						
Fees and user charges	(\$25,335.22)	(\$155,040.00)	(\$129,704.78)	83.66%	(\$152,862.70)	(\$265,722.46)
Government grants		(\$1,540.00)	(\$1,540.00)	100.00%	(\$22,440.00)	(\$508,442.69)
Contribution from own funds			\$0.00	0.00%		(\$342,669.46)
Other income	(\$14,178.68)	(\$88,100.00)	(\$73,921.32)	83.91%	(\$18,013.95)	(\$134,940.78)
	(\$39,513.90)	(\$244,680.00)	(\$205,166.10)	83.85%	(\$193,316.65)	(\$1,251,775.39)
EXPENDITURES						
Salaries	\$944,318.68	\$4,162,197.00	\$3,217,878.32	77.31%	\$996,636.61	\$4,188,745.73
Benefits	\$407,299.37	\$1,439,414.23	\$1,032,114.86	71.70%	\$154,220.69	\$1,484,675.80
TOTAL SALARIES/BENEFITS	\$1,351,618.05	\$5,601,611.23	\$4,249,993.18	75.87%	\$1,150,857.30	\$5,673,421.53
Travel and training	\$21,897.58	\$87,245.00	\$65,347.42	74.90%	\$5,981.10	\$112,299.08
Election			\$0.00	0.00%	\$808.82	\$808.82
Vehicle allowance, maintenance and repairs	\$30.74	\$1,500.00	\$1,469.26	97.95%	\$78.87	\$626.13
Materials and supplies	\$64,545.14	\$152,900.00	\$88,354.86	57.79%	\$68,095.05	\$109,007.89
Maintenance and repairs	\$133,733.15	\$616,380.00	\$482,646.85	78.30%	\$161,685.89	\$654,575.43
Goods for resale		\$19,200.00	\$19,200.00	100.00%	\$9,600.00	\$20,448.00
Rents and leases	\$3,816.00	\$7,625.00	\$3,809.00	49.95%		\$1,009.50
Financial expenses	\$455,849.19	\$2,679,845.00	\$2,223,995.81	82.99%	\$776,790.49	\$4,912,082.84
Purchased and contracted services	\$169,372.42	\$968,690.90	\$799,318.48	82.52%	\$230,717.24	\$920,724.42
Grants to others		\$2,000.00	\$2,000.00	100.00%	\$994.60	\$11,116.24
Transfer to own funds		\$60,000.00	\$60,000.00	100.00%		\$113,534.83
Capital expense	\$45,357.15	\$142,475.00	\$97,117.85	68.16%	\$7,733.39	\$94,306.85
Depreciation			\$0.00	0.00%		\$434,116.97
TOTAL OTHER EXPENSES	\$894,601.37	\$4,737,860.90	\$3,843,259.53	81.12%	\$1,262,485.45	\$7,384,657.00
	\$2,246,219.42	\$10,339,472.13	\$8,093,252.71	78.28%	\$2,413,342.75	\$13,058,078.53
NET (REVENUE)/EXPENDITURE	\$2,206,705.52	\$10,094,792.13	\$7,888,086.61	78.14%	\$2,220,026.10	\$11,806,303.14
HR	465,161.03	1,642,967.78	1,177,806.75	71.69%		
Clerks	214,264.12	1,041,005.36	826,741.24	79.42%		
Finance	1,527,280.37	7,410,818.99	5,883,538.62	79.39%		
	2,206,705.52	10,094,792.13	7,888,086.61			

LEGAL DEPARTMENT

2017 - FIRST QUARTER ENDED MARCH 31, 2017

FISCAL YEAR REMAINING% :	YTD Actual	Budget 2017	Variance	Budget-Rem 75.0%	2016 Actual To: March	2016 Actual Year End
REVENUE						
Fees and user charges	(\$797,854.11)	(\$2,234,651.00)	(\$1,436,796.89)	64.30%	(\$474,937.37)	(\$2,183,792.69)
Government grants	(\$16,405.20)		\$16,405.20	0.00%		
Interest and Investment income	(\$1,363.12)		\$1,363.12	0.00%	(\$2,382.33)	(\$7,455.53)
	(\$815,622.43)	(\$2,234,651.00)	(\$1,419,028.57)	63.50%	(\$477,319.70)	(\$2,191,248.22)
EXPENDITURES						
Salaries	\$238,344.83	\$1,025,252.00	\$786,907.17	76.75%	\$192,794.20	\$967,702.45
Benefits	\$64,723.35	\$271,274.94	\$206,551.59	76.14%	\$17,349.61	\$225,004.11
TOTAL SALARIES/BENEFITS	\$303,068.18	\$1,296,526.94	\$993,458.76	76.62%	\$210,143.81	\$1,192,706.56
Travel and training	\$2,193.87	\$18,735.00	\$16,541.13	88.29%	\$2,552.02	\$14,787.93
Vehicle allowance, maintenance and repairs		\$250.00	\$250.00	100.00%		
Materials and supplies	\$16,307.07	\$78,815.00	\$62,507.93	79.31%	\$15,405.06	\$75,658.31
Maintenance and repairs		\$4,000.00	\$4,000.00	100.00%		
Rents and leases	\$15,071.26	\$78,075.00	\$63,003.74	80.70%	\$14,783.15	\$73,636.32
Taxes and licenses	\$1,330,182.51	\$1,776,500.00	\$446,317.49	25.12%	\$1,451,491.02	\$1,827,887.88
Purchased and contracted services	\$12,817.47	\$292,000.00	\$279,182.53	95.61%	\$35,777.61	\$298,011.42
Transfer to own funds		\$102,200.00	\$102,200.00	100.00%		\$127,822.83
Capital expense		\$10,000.00	\$10,000.00	100.00%	\$321.51	\$2,203.67
Depreciation			\$0.00	0.00%		\$3,782.24
TOTAL OTHER EXPENSES	\$1,376,572.18	\$2,360,575.00	\$984,002.82	41.68%	\$1,520,330.37	\$2,423,790.60
	\$1,679,640.36	\$3,657,101.94	\$1,977,461.58	54.07%	\$1,730,474.18	\$3,616,497.16
NET (REVENUE)/EXPENDITURE	\$864,017.93	\$1,422,450.94	\$558,433.01	39.26%	\$1,253,154.48	\$1,425,248.94

FIRE SERVICES

2017 - FIRST QUARTER ENDED MARCH 31, 2017

	YTD	Budget	Variance	Budget-Rem	2016 Actual To:	2016 Actual
FISCAL YEAR REMAINING% :	Actual	2017		75.0%	March	Year End
REVENUE						
Fees and user charges	(\$1,598,187.38)	(\$6,757,347.00)	(\$5,159,159.62)	76.35%	(\$1,524,826.48)	(\$6,576,436.06)
Government grants			\$0.00	0.00%		(\$1,577.00)
Contribution from own funds			\$0.00	0.00%		(\$596,646.00)
Other income		(\$6,800.00)	(\$6,800.00)	100.00%		(\$2,083.62)
	(\$1,598,187.38)	(\$6,764,147.00)	(\$5,165,959.62)	76.37%	(\$1,524,826.48)	(\$7,176,742.68)
EXPENDITURES						
Salaries	\$3,343,694.27	\$14,276,475.00	\$10,932,780.73	76.58%	\$3,250,105.47	\$14,756,193.23
Benefits	\$951,831.50	\$3,766,292.96	\$2,814,461.46	74.73%	\$1,429,127.82	\$4,816,630.12
TOTAL SALARIES/BENEFITS	\$4,295,525.77	\$18,042,767.96	\$13,747,242.19	76.19%	\$4,679,233.29	\$19,572,823.35
Travel and training	\$13,237.03	\$103,200.00	\$89,962.97	87.17%	\$11,950.73	\$59,266.90
Vehicle allowance, maintenance and repairs	\$72,662.66	\$175,601.00	\$102,938.34	58.62%	\$36,997.13	\$204,317.33
Utilities and Fuel	\$114,782.51	\$305,030.00	\$190,247.49	62.37%	\$63,276.20	\$308,916.72
Materials and supplies	\$52,536.19	\$384,196.00	\$331,659.81	86.33%	\$30,739.21	\$271,164.79
Maintenance and repairs	\$49,688.32	\$227,160.00	\$177,471.68	78.13%	\$47,829.09	\$210,755.84
Rents and leases		\$2,000.00	\$2,000.00	100.00%		\$1,214.52
Taxes and licenses	\$23,224.00	\$62,200.00	\$38,976.00	62.66%	\$49,676.00	\$49,676.00
Financial expenses	\$404.71	\$2,500.00	\$2,095.29	83.81%	\$246.06	\$3,646.59
Purchased and contracted services	\$21,332.65	\$130,122.00	\$108,789.35	83.61%	\$22,019.28	\$105,827.21
Transfer to own funds		\$303,000.00	\$303,000.00	100.00%		\$362,853.16
Capital expense		\$27,675.00	\$27,675.00	100.00%	\$1,206.87	\$5,702.22
Depreciation			\$0.00	0.00%		\$417,058.40
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$33,193.63)
Less: recoverable costs	(\$200.00)		\$200.00	0.00%	(\$8,347.08)	
TOTAL OTHER EXPENSES	\$347,668.07	\$1,722,684.00	\$1,375,015.93	79.82%	\$255,593.49	\$1,967,206.05
	\$4,643,193.84	\$19,765,451.96	\$15,122,258.12	76.51%	\$4,934,826.78	\$21,540,029.40
NET (REVENUE)/EXPENDITURE	\$3,045,006.46	\$13,001,304.96	\$9,956,298.50	76.58%	\$3,410,000.30	\$14,363,286.72

POLICE SERVICES

2017 - FIRST QUARTER ENDED
MARCH 31, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				75.0%	March	Year End
REVENUE						
Fees and user charges	(\$109,734.24)	(\$338,805.00)	(\$229,070.76)	67.61%	(\$51,755.02)	(\$448,946.49)
Government grants	(\$360,026.81)	(\$1,833,975.00)	(\$1,473,948.19)	80.37%	(\$283,744.59)	(\$1,737,922.08)
Contribution from own funds			\$0.00	0.00%		(\$962,255.08)
Other income	(\$218,508.14)		\$218,508.14	0.00%	(\$163,952.79)	(\$303,169.65)
	(\$688,269.19)	(\$2,172,780.00)	(\$1,484,510.81)	68.32%	(\$499,452.40)	(\$3,452,293.30)
EXPENDITURES						
Salaries	\$4,533,405.85	\$17,842,303.00	\$13,308,897.15	74.59%	\$4,158,663.43	\$18,670,933.75
Benefits	\$1,308,551.63	\$4,776,518.53	\$3,467,966.90	72.60%	\$297,526.50	\$4,214,977.69
TOTAL SALARIES/BENEFITS	\$5,841,957.48	\$22,618,821.53	\$16,776,864.05	74.17%	\$4,456,189.93	\$22,885,911.44
Travel and training	\$139,617.31	\$423,490.00	\$283,872.69	67.03%	\$48,942.16	\$314,367.56
Vehicle allowance, maintenance and repairs	\$97,208.80	\$554,155.00	\$456,946.20	82.46%	\$65,488.99	\$456,582.85
Utilities and Fuel	\$98,209.18	\$380,800.00	\$282,590.82	74.21%	\$91,569.78	\$373,357.36
Materials and supplies	\$155,145.10	\$773,880.00	\$618,734.90	79.95%	\$202,740.83	\$811,481.27
Maintenance and repairs	\$122,904.31	\$278,715.00	\$155,810.69	55.90%	\$90,783.74	\$270,166.07
Rents and leases	\$43,587.45	\$120,000.00	\$76,412.55	63.68%	\$30,928.86	\$136,092.60
Taxes and licenses	\$73,848.80	\$98,825.00	\$24,976.20	25.27%	\$72,019.00	\$104,298.53
Financial expenses	\$449.05		(\$449.05)	0.00%	\$275.48	\$1,886.59
Purchased and contracted services	\$37,233.61	\$544,075.00	\$506,841.39	93.16%	\$27,366.53	\$594,751.17
Transfer to own funds		\$165,000.00	\$165,000.00	100.00%		\$165,000.00
Capital expense	\$93,098.77	\$491,520.00	\$398,421.23	81.06%	\$262,156.35	\$643,505.09
Depreciation			\$0.00	0.00%		\$641,381.43
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$1,500.00)
TOTAL OTHER EXPENSES	\$861,302.38	\$3,830,460.00	\$2,969,157.62	77.51%	\$892,271.72	\$4,511,370.52
	\$6,703,259.86	\$26,449,281.53	\$19,746,021.67	74.66%	\$5,348,461.65	\$27,397,281.96
NET (REVENUE)/EXPENDITURE	\$6,014,990.67	\$24,276,501.53	\$18,261,510.86	75.22%	\$4,849,009.25	\$23,944,988.66

PUBLIC WORKS AND ENGINEERING

2017 - FIRST QUARTER ENDED
MARCH 31, 2017

	YTD	Budget	Variance	Budget-Rem	2016 Actual To:	2016 Actual
FISCAL YEAR REMAINING% :	Actual	2017		75.0%	March	Year End
REVENUE						
Fees and user charges	(\$513,550.88)	(\$2,605,615.00)	(\$2,092,064.12)	80.29%	(\$542,085.78)	(\$2,622,620.28)
Government grants	(\$6,406.96)	(\$616,000.00)	(\$609,593.04)	98.96%	(\$14,718.47)	(\$744,554.49)
Contribution from own funds		(\$40,500.00)	(\$40,500.00)	100.00%		(\$30,000.00)
Other income	(\$49,659.76)	(\$18,500.00)	\$31,159.76	(168.43%)	(\$14,244.75)	(\$107,790.92)
	(\$569,617.60)	(\$3,280,615.00)	(\$2,710,997.40)	82.64%	(\$571,049.00)	(\$3,504,965.69)
EXPENDITURES						
Salaries	\$3,647,192.20	\$16,414,080.00	\$12,766,887.80	77.78%	\$3,604,678.24	\$15,875,050.49
Benefits	\$1,002,959.50	\$4,869,098.53	\$3,866,139.03	79.40%	\$511,636.67	\$4,210,696.24
TOTAL SALARIES/BENEFITS	\$4,650,151.70	\$21,283,178.53	\$16,633,026.83	78.15%	\$4,116,314.91	\$20,085,746.73
Travel and training	\$7,989.56	\$82,840.00	\$74,850.44	90.36%	\$16,863.63	\$55,152.71
Vehicle allowance, maintenance and repairs	\$974,160.27	\$2,386,729.00	\$1,412,568.73	59.18%	\$666,314.76	\$2,420,269.52
Utilities and Fuel	\$1,675,947.98	\$6,387,820.00	\$4,711,872.02	73.76%	\$1,229,141.50	\$6,459,155.05
Materials and supplies	\$796,825.23	\$3,666,655.00	\$2,869,829.77	78.27%	\$1,109,687.97	\$3,637,440.68
Maintenance and repairs	\$53,090.55	\$257,500.00	\$204,409.45	79.38%	\$36,124.82	\$225,587.66
Taxes and licenses	\$2,030.85	\$82,715.00	\$80,684.15	97.54%	\$2,001.67	\$84,716.28
Financial expenses	\$574.19	\$2,000.00	\$1,425.81	71.29%	\$645.74	\$4,125.05
Purchased and contracted services	\$1,113,243.40	\$6,828,832.00	\$5,715,588.60	83.70%	\$1,335,342.69	\$6,606,709.22
Transfer to own funds	\$283,707.50	\$1,992,003.00	\$1,708,295.50	85.76%	\$333,707.49	\$3,482,619.09
Capital expense	\$2,643.43	\$50,000.00	\$47,356.57	94.71%	\$3,542.16	\$47,228.63
Depreciation			\$0.00	0.00%		\$13,211,036.80
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$188,854.89
Less: recoverable costs	(\$68,388.19)	(\$220,130.00)	(\$151,741.81)	68.93%	(\$69,975.01)	(\$302,926.13)
TOTAL OTHER EXPENSES	\$4,841,824.77	\$21,516,964.00	\$16,675,139.23	77.50%	\$4,663,397.42	\$36,119,969.45
	\$9,491,976.47	\$42,800,142.53	\$33,308,166.06	77.82%	\$8,779,712.33	\$56,205,716.18
NET (REVENUE)/EXPENDITURE	\$8,922,358.87	\$39,519,527.53	\$30,597,168.66	77.42%	\$8,208,663.33	\$52,700,750.49
Public Works	6,588,935.36	27,240,310.52	20,651,375.16	75.81%		
Engineering	2,333,423.51	12,279,217.01	9,945,793.50	81.00%		
	8,922,358.87	39,519,527.53	30,597,168.66			

CITY OF SAULT STE MARIE
PUBLIC WORKS & TRANSPORTATION
For the Three Months Ending Friday, March 31, 2017

	YTD Actual	Budget	Variance	Percentage Budget-Rem	2016 Actual To: March	2016 Actual Year End
FISCAL YEAR REMAINING% :		2017		75.0%		
REVENUE						
Fees and user charges	(\$507,408.60)	(\$2,593,465.00)	(\$2,086,056.40)	80.44%	(\$540,851.22)	(\$2,616,932.58)
Government grants	(\$6,377.08)	(\$575,000.00)	(\$568,622.92)	98.89%	2016	\$2,016.00
Contribution from own funds		(\$40,500.00)	(\$40,500.00)	100.00%		(\$30,000.00)
Other income	(\$49,659.76)	(\$18,500.00)	\$31,159.76	(168.43%)	(\$13,744.75)	(\$106,990.92)
	(\$563,445.44)	(\$3,227,465.00)	(\$2,664,019.56)	82.54%	(\$569,314.44)	(\$3,457,382.24)
EXPENDITURES						
Salaries	\$3,283,487.17	\$14,313,626.00	\$11,030,138.83	77.06%	\$3,118,335.22	\$13,609,282.18
Benefits	\$896,715.89	\$4,333,310.52	\$3,436,594.63	79.31%	\$453,669.33	\$3,702,247.38
TOTAL SALARIES/BENEFITS	\$4,180,203.06	\$18,646,936.52	\$14,466,733.46	77.58%	\$3,572,004.55	\$17,311,529.56
Travel and training	\$7,715.61	\$74,040.00	\$66,324.39	89.58%	\$14,794.77	\$50,514.09
Vehicle allowance, maintenance and repairs	\$972,059.12	\$2,371,529.00	\$1,399,469.88	59.01%	\$662,450.79	\$2,414,589.63
Utilities and Fuel	\$551,476.00	\$1,354,640.00	\$803,164.00	59.29%	\$326,994.69	\$1,362,160.95
Materials and supplies	\$770,144.26	\$3,430,960.00	\$2,660,815.74	77.55%	\$1,082,228.29	\$3,513,410.23
Taxes and licenses	\$2,030.85	\$82,715.00	\$80,684.15	97.54%	\$2,001.67	\$84,716.28
Financial expenses	\$574.19	\$2,000.00	\$1,425.81	71.29%	\$645.74	\$4,125.05
Purchased and contracted services	\$452,858.40	\$3,250,082.00	\$2,797,223.60	86.07%	\$488,691.70	\$3,160,381.30
Transfer to own funds	\$283,707.50	\$1,472,003.00	\$1,188,295.50	80.73%	\$333,707.49	\$1,229,707.00
Capital expense		\$3,000.00	\$3,000.00	100.00%	\$165.84	\$7,767.63
Depreciation			\$0.00	0.00%		\$2,488,208.01
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$188,593.30
Less: recoverable costs	(\$68,388.19)	(\$220,130.00)	(\$151,741.81)	68.93%	(\$69,975.01)	(\$302,926.13)
TOTAL OTHER EXPENSES	\$2,972,177.74	\$11,820,839.00	\$8,848,661.26	74.86%	\$2,841,705.97	\$14,201,247.34
	\$7,152,380.80	\$30,467,775.52	\$23,315,394.72	76.52%	\$6,413,710.52	\$31,512,776.90
NET (REVENUE)/EXPENDITURE	\$6,588,935.36	\$27,240,310.52	\$20,651,375.16	75.81%	\$5,844,396.08	\$28,055,394.66
Operations						
Winter Control: Roadways and Sidewall	4,148,207.17	6,953,756.90	2,805,549.73	40.35%		
Sanitary Sewers	142,995.18	1,923,312.00	1,780,316.82	92.57%		
Storm Sewers	(3,034.27)	563,910.00	566,944.27	100.54%		
Roadways and Sidewalks	3,285.55	3,546,512.10	3,543,226.55	99.91%		
Supervision and Overhead	660,158.01	3,033,219.00	2,373,060.99	78.24%		
Traffic & Communications	283,579.77	1,703,338.00	1,419,758.23	83.35%		
Carpentry	153,274.01	602,518.82	449,244.81	74.56%		
Administration	338,935.91	1,725,323.31	1,386,387.40	80.36%		
Buildings & Equipment	(102,742.23)	1,992,536.39	2,095,278.62	105.16%		
Waste Management	429,073.09	2,053,726.00	1,624,652.91	79.11%		
Parks	535,203.17	3,142,158.00	2,606,954.83	82.97%		
	6,588,935.36	27,240,310.52	20,651,375.16			

CITY OF SAULT STE MARIE
ENGINEERING
For the Three Months Ending Friday, March 31, 2017

	YTD			Percentage		
	Actual	Budget	Variance	Budget-Rem	2016	2016
FISCAL YEAR REMAINING% :		2017		75.0%	Actual To:	Actual
					March	Year End
REVENUE						
Fees and user charges	(\$6,142.28)	(\$12,150.00)	(\$6,007.72)	49.45%	(\$1,234.56)	(\$5,687.70)
Government grants	(\$29.88)	(\$41,000.00)	(\$40,970.12)	99.93%	\$2,016.00	\$2,016.00
Other income			\$0.00	0.00%	(\$500.00)	(\$800.00)
	(\$6,172.16)	(\$53,150.00)	(\$46,977.84)	88.39%	(\$1,734.56)	(\$47,583.45)
EXPENDITURES						
Salaries	\$363,705.03	\$2,100,454.00	\$1,736,748.97	82.68%	\$486,343.02	\$2,265,768.31
Benefits	\$106,243.61	\$535,788.01	\$429,544.40	80.17%	\$57,967.34	\$508,448.86
TOTAL SALARIES/BENEFITS	\$469,948.64	\$2,636,242.01	\$2,166,293.37	82.17%	\$544,310.36	\$2,774,217.17
Travel and training	\$273.95	\$8,800.00	\$8,526.05	96.89%	\$2,068.86	\$4,638.62
Vehicle allowance, maintenance and repairs	\$2,101.15	\$15,200.00	\$13,098.85	86.18%	\$3,863.97	\$5,679.89
Utilities and Fuel	\$1,124,471.98	\$5,033,180.00	\$3,908,708.02	77.66%	\$902,146.81	\$5,096,994.10
Materials and supplies	\$26,680.97	\$235,695.00	\$209,014.03	88.68%	\$27,459.68	\$124,030.45
Maintenance and repairs	\$53,090.55	\$257,500.00	\$204,409.45	79.38%	\$36,124.82	\$225,587.66
Purchased and contracted services	\$660,385.00	\$3,578,750.00	\$2,918,365.00	81.55%	\$846,650.99	\$3,446,327.92
Transfer to own funds		\$520,000.00	\$520,000.00	100.00%		\$2,252,912.09
Capital expense	\$2,643.43	\$47,000.00	\$44,356.57	94.38%	\$3,376.32	\$39,461.00
Depreciation			\$0.00	0.00%		\$10,722,828.79
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$261.59
TOTAL OTHER EXPENSES	\$1,869,647.03	\$9,696,125.00	\$7,826,477.97	80.72%	\$1,821,691.45	\$21,918,722.11
	\$2,339,595.67	\$12,332,367.01	\$9,992,771.34	81.03%	\$2,366,001.81	\$24,692,939.28
NET (REVENUE)/EXPENDITURE	\$2,333,423.51	\$12,279,217.01	\$9,945,793.50	81.00%	\$2,364,267.25	\$24,645,355.83

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES

2017 - FIRST QUARTER ENDED MARCH
31, 2017

	YTD	Budget	Variance	Budget-Rem	2016 Actual To:	2016 Actual
FISCAL YEAR REMAINING% :	Actual	2017		75.0%	March	Year End
REVENUE						
Fees and user charges	(\$2,379,558.20)	(\$9,443,241.27)	(\$7,063,683.07)	74.80%	(\$2,545,265.46)	(\$10,004,428.76)
Government grants	(\$884,229.49)	(\$1,445,400.00)	(\$561,170.51)	38.82%	\$120,970.69	(\$1,687,893.13)
Contribution from own funds	\$37,916.07	(\$97,560.16)	(\$135,476.23)	138.86%		(\$329,624.82)
Other income	(\$80,071.79)	(\$39,920.00)	\$40,151.79	(100.58%)	(\$11,455.79)	(\$152,176.91)
	(\$3,305,943.41)	(\$11,026,121.43)	(\$7,720,178.02)	70.02%	(\$2,435,750.56)	(\$12,174,123.62)
EXPENDITURES						
Salaries	\$2,887,268.14	\$12,549,344.00	\$9,662,075.86	76.99%	\$2,949,343.06	\$13,152,983.78
Benefits	\$756,861.42	\$3,053,371.94	\$2,296,510.52	75.21%	\$234,840.40	\$2,887,659.07
TOTAL SALARIES/BENEFITS	\$3,644,129.56	\$15,602,715.94	\$11,958,586.38	76.64%	\$3,184,183.46	\$16,040,642.85
Travel and training	\$6,722.73	\$62,070.00	\$55,347.27	89.17%	\$11,313.74	\$46,123.39
Vehicle allowance, maintenance and repairs	\$233,709.93	\$654,405.00	\$420,695.07	64.29%	\$243,890.75	\$1,173,220.73
Utilities and Fuel	\$696,016.44	\$2,935,545.00	\$2,239,528.56	76.29%	\$563,745.75	\$2,725,036.10
Materials and supplies	\$144,354.31	\$976,696.00	\$832,341.69	85.22%	\$112,266.74	\$880,759.71
Maintenance and repairs	\$238,749.39	\$1,192,225.00	\$953,475.61	79.97%	\$220,674.03	\$1,056,181.32
Program expenses	\$30,017.86	\$121,200.00	\$91,182.14	75.23%	\$24,077.66	\$150,836.08
Goods for resale	\$143,467.23	\$600,125.00	\$456,657.77	76.09%	\$131,053.13	\$559,432.75
Rents and leases	\$1,874.05	\$95,250.00	\$93,375.95	98.03%	\$1,841.64	\$95,085.72
Taxes and licenses	\$82.00	\$171,050.00	\$170,968.00	99.95%	(\$529.00)	\$174,206.44
Financial expenses	\$12,439.26	\$52,060.00	\$39,620.74	76.11%	\$19,467.29	\$90,166.84
Purchased and contracted services	\$99,802.54	\$519,293.00	\$419,490.46	80.78%	\$87,307.70	\$573,466.00
Grants to others	\$46,691.75	\$239,000.00	\$192,308.25	80.46%	(\$3,909.53)	\$272,416.20
Transfer to own funds	\$34,446.06	\$252,509.00	\$218,062.94	86.36%		\$446,384.93
Capital expense	\$13,895.84	\$55,660.00	\$41,764.16	75.03%	\$19,519.65	\$101,076.08
Depreciation			\$0.00	0.00%		\$1,728,522.08
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$6,000.00)
TOTAL OTHER EXPENSES	\$1,702,269.39	\$7,927,088.00	\$6,224,818.61	78.53%	\$1,430,719.55	\$10,066,914.37
	\$5,346,398.95	\$23,529,803.94	\$18,183,404.99	77.28%	\$4,614,903.01	\$26,107,557.22
NET (REVENUE)/EXPENDITURE	\$2,040,455.54	\$12,503,682.51	\$10,463,226.97	83.68%	\$2,179,152.45	\$13,933,433.60
Building Permit/Inspection	171,766.75	135,881.40	(35,885.35)	(26.41%)		
Planning	(302,328.28)	633,033.18	935,361.46	147.76%		
Recreation & Culture	244,403.69	1,441,997.57	1,197,593.88	83.05%		
Community Centres						
John Rhodes Community Centre	118,562.10	1,422,054.81	1,303,492.71	91.66%		
McMeeken Centre	10,759.70	140,712.08	129,952.38	92.35%		
Essar Centre	57,963.73	589,008.15	531,044.42	90.16%		
Northern Community Centre	(23,089.24)	(69,715.63)	(46,626.39)	66.88%		
Outdoor Pools/ Misc Concessions/HKCC	(32,737.18)	148,690.94	181,428.12	122.02%		
Accessibility	29,620.09	223,794.36	194,174.27	86.76%		
Administration	217,451.07	926,714.51	709,263.44	76.54%		
Daycare	140,046.24	403,101.26	263,055.02	65.26%		
Cemetery	58,671.71	123,902.00	65,230.29	52.65%		
Transit	1,259,542.31	5,941,298.52	4,681,756.21	78.80%		
Parking	(15,317.83)	108,769.00	124,086.83	114.08%		
Administration	105,140.68	334,440.36	229,299.68	68.56%		
	2,040,455.54	12,503,682.51	10,463,226.97			

SOCIAL SERVICES

2017 - FIRST QUARTER ENDED
MARCH 31, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				75.0%	March	Year End
REVENUE						
Fees and user charges			\$0.00	0.00%	(\$1,738,308.57)	(\$5,882,957.44)
Government grants			\$0.00	0.00%	(\$65,807.00)	(\$140,144.00)
	\$0.00	\$0.00	\$0.00	0.00%	(\$1,804,115.57)	(\$6,023,101.44)
EXPENDITURES						
Salaries			\$0.00	0.00%	\$1,307,523.90	\$4,424,695.28
Benefits	\$2,242.32		(\$2,242.32)	0.00%	\$334,414.61	\$1,208,907.62
TOTAL SALARIES/BENEFITS	\$2,242.32	\$0.00	(\$2,242.32)	0.00%	\$1,641,938.51	\$5,633,602.90
Travel and training			\$0.00	0.00%	\$6,622.25	\$21,491.09
Vehicle allowance, maintenance and repairs			\$0.00	0.00%	\$1,325.80	\$6,790.88
Utilities and Fuel			\$0.00	0.00%	\$5,282.34	\$13,390.68
Materials and supplies			\$0.00	0.00%	\$18,295.27	\$120,856.70
Maintenance and repairs			\$0.00	0.00%	\$367.36	\$1,425.47
Rents and leases			\$0.00	0.00%	\$28,070.51	\$28,070.51
Purchased and contracted services			\$0.00	0.00%	\$22,697.60	\$64,046.20
Grants to others			\$0.00	0.00%	\$30,550.75	\$98,357.67
Capital expense			\$0.00	0.00%	\$19,036.27	\$30,101.26
TOTAL OTHER EXPENSES	\$0.00	\$0.00	\$0.00	0.00%	\$132,248.15	\$384,530.46
	\$2,242.32	\$0.00	(\$2,242.32)	0.00%	\$1,774,186.66	\$6,018,133.36
NET (REVENUE)/EXPENDITURE	\$2,242.32	\$0.00	(\$2,242.32)	0.00%	(\$29,928.91)	(\$4,968.08)

LEVY BOARDS

2017 - FIRST QUARTER ENDED MARCH 31, 2017

	YTD	Budget	Variance	Budget-Rem	2016 Actual To:	2016 Actual
FISCAL YEAR REMAINING% :	Actual	2017		75.0%	March	Year End
REVENUE						
Fees and user charges			\$0.00	0.00%		(\$604,019.05)
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$604,019.05)
EXPENDITURES						
Grants to others	\$5,055,476.50	\$20,567,648.48	\$15,512,171.98	75.42%	\$9,579,320.34	\$20,167,308.00
TOTAL OTHER EXPENSES	\$5,055,476.50	\$20,567,648.48	\$15,512,171.98	75.42%	\$9,579,320.34	\$20,167,308.00
	\$5,055,476.50	\$20,567,648.48	\$15,512,171.98	75.42%	\$9,579,320.34	\$20,167,308.00
NET (REVENUE)/EXPENDITURE	\$5,055,476.50	\$20,567,648.48	\$15,512,171.98	75.42%	\$9,579,320.34	\$19,563,288.95

OUTSIDE AGENCIES - MAIN

2017 - FIRST QUARTER ENDED
MARCH 31, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				75.0%	March	Year End
REVENUE						
Fees and user charges			\$0.00	0.00%		(\$2,690.00)
Government grants	(\$22,190.30)		\$22,190.30	0.00%	(\$50,710.00)	(\$198,599.70)
	(\$22,190.30)	\$0.00	\$22,190.30	0.00%	(\$50,710.00)	(\$201,289.70)
EXPENDITURES						
Grants to others	\$879,970.00	\$3,332,235.00	\$2,452,265.00	73.59%	\$963,373.40	\$3,699,474.85
Transfer to own funds		\$303,802.40	\$303,802.40	100.00%		\$80,000.00
TOTAL OTHER EXPENSES	\$879,970.00	\$3,636,037.40	\$2,756,067.40	75.80%	\$963,373.40	\$3,779,474.85
	\$879,970.00	\$3,636,037.40	\$2,756,067.40	75.80%	\$963,373.40	\$3,779,474.85
NET (REVENUE)/EXPENDITURE	\$857,779.70	\$3,636,037.40	\$2,778,257.70	76.41%	\$912,663.40	\$3,578,185.15

OUTSIDE AGENCIES - OTHER

2017 - FIRST QUARTER ENDED
MARCH 31, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				75.0%	March	Year End
REVENUE						
Fees and user charges	(\$47,937.26)	(\$120,000.00)	(\$72,062.74)	60.05%	(\$71,899.74)	(\$168,962.48)
Contribution from own funds		(\$80,000.00)	(\$80,000.00)	100.00%	\$68,077.54	(\$84,481.24)
	(\$47,937.26)	(\$200,000.00)	(\$152,062.74)	76.03%	(\$3,822.20)	(\$253,443.72)
EXPENDITURES						
Materials and supplies	\$38,996.63	\$200,000.00	\$161,003.37	80.50%	\$30,941.29	\$253,443.73
Grants to others	\$434,705.51	\$1,926,711.00	\$1,492,005.49	77.44%	\$575,552.99	\$2,093,405.70
TOTAL OTHER EXPENSES	\$473,702.14	\$2,126,711.00	\$1,653,008.86	77.73%	\$606,494.28	\$2,346,849.43
	\$473,702.14	\$2,126,711.00	\$1,653,008.86	77.73%	\$606,494.28	\$2,346,849.43
NET (REVENUE)/EXPENDITURE	\$425,764.88	\$1,926,711.00	\$1,500,946.12	77.90%	\$602,672.08	\$2,093,405.71

EDF

2017 - FIRST QUARTER ENDED
MARCH 31, 2017

	YTD	Budget	Variance	Percentage Budget-Rem	2016 Actual To:	2016 Actual
FISCAL YEAR REMAINING% :	Actual	2017		75.0%	March	Year End
REVENUE						
Contribution from own funds			\$0.00	0.00%		(\$605,608.57)
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$605,608.57)
EXPENDITURES						
Materials and supplies	\$708.73		(\$708.73)	0.00%	\$1,066.22	\$605,608.57
Transfer to own funds		\$500,000.00	\$500,000.00	100.00%		\$500,000.00
TOTAL OTHER EXPENSES	\$708.73	\$500,000.00	\$499,291.27	99.86%	\$1,066.22	\$1,105,608.57
	\$708.73	\$500,000.00	\$499,291.27	99.86%	\$1,066.22	\$1,105,608.57
NET (REVENUE)/EXPENDITURE	\$708.73	\$500,000.00	\$499,291.27	99.86%	\$1,066.22	\$500,000.00

CORPORATE FINANCIALS

2017 - FIRST QUARTER ENDED MARCH 31, 2017

FISCAL YEAR REMAINING% :	YTD Actual	Budget 2017	Variance	Budget-Rem 75.0%	2016 Actual To: March	2016 Actual Year End
REVENUE						
Taxation	(\$52,322,361.66)	(\$111,333,603.66)	(\$59,011,242.00)	53.00%	(\$50,872,153.39)	(\$107,045,941.84)
Payment in Lieu of taxes	(\$471,873.56)	(\$4,371,195.00)	(\$3,899,321.44)	89.20%	(\$474,248.28)	(\$4,372,431.32)
Fees and user charges	(\$2,888,713.35)	(\$12,960,000.00)	(\$10,071,286.65)	77.71%	(\$2,235,340.61)	(\$11,728,207.02)
Government grants	(\$3,833,750.00)	(\$15,335,000.00)	(\$11,501,250.00)	75.00%	(\$3,833,750.00)	(\$15,335,000.00)
Interest and Investment income	(\$581,163.85)	(\$4,305,000.00)	(\$3,723,836.15)	86.50%	(\$1,451,996.08)	(\$5,444,668.61)
Contribution from own funds			\$0.00	0.00%		(\$2,110,916.44)
Other income	(\$75,860.31)	(\$1,350,000.00)	(\$1,274,139.69)	94.38%	(\$63,481.70)	(\$1,543,310.59)
Prior year surplus			\$0.00	0.00%		(\$550,000.00)
Change in future employee benefits			\$0.00	0.00%		(\$7,897.59)
	<u>(\$60,173,722.73)</u>	<u>(\$149,654,798.66)</u>	<u>(\$89,481,075.93)</u>	<u>59.79%</u>	<u>(\$58,930,970.06)</u>	<u>(\$148,138,373.41)</u>
EXPENDITURES						
Salaries	\$75.34		(\$75.34)	0.00%		\$109.48
Benefits	\$4,000.00	\$20,000.00	\$16,000.00	80.00%	\$8,000.00	\$20,000.00
TOTAL SALARIES/BENEFITS	\$4,075.34	\$20,000.00	\$15,924.66	79.62%	\$8,000.00	\$20,109.48
Materials and supplies	\$6,453.67	\$290,295.00	\$283,841.33	97.78%	\$5,359.60	\$219,751.74
Financial expenses			\$0.00	0.00%		\$470,121.08
Purchased and contracted services	\$11,753.95	\$36,000.00	\$24,246.05	67.35%	\$6,874.92	\$51,192.76
Grants to others	\$119,615.01	\$479,360.00	\$359,744.99	75.05%	\$182,525.56	\$538,873.76
Transfer to own funds		\$11,151,435.00	\$11,151,435.00	100.00%	\$610,080.00	\$10,642,942.38
TOTAL OTHER EXPENSES	\$137,822.63	\$11,957,090.00	\$11,819,267.37	98.85%	\$804,840.08	\$11,922,881.72
	<u>\$141,897.97</u>	<u>\$11,977,090.00</u>	<u>\$11,835,192.03</u>	<u>98.82%</u>	<u>\$812,840.08</u>	<u>\$11,942,991.20</u>
NET (REVENUE)/EXPENDITURE	(\$60,031,824.76)	(\$137,677,708.66)	(\$77,645,883.90)	56.40%	(\$58,118,129.98)	(\$136,195,382.21)

CAPITAL LEVY & DEBT

2017 - FIRST QUARTER ENDED
MARCH 31, 2017

	YTD	Budget	Variance	Budget-Rem	2016 Actual To:	2016 Actual
FISCAL YEAR REMAINING% :	Actual	2017		75.0%	March	Year End
REVENUE						
Fees and user charges	(\$98,779.70)	(\$350,000.00)	(\$251,220.30)	71.78%	(\$122,436.14)	(\$358,894.52)
	(\$98,779.70)	(\$350,000.00)	(\$251,220.30)	71.78%	(\$122,436.14)	(\$358,894.52)
EXPENDITURES						
Long term debt	\$1,098,152.03	\$3,252,490.00	\$2,154,337.97	66.24%	\$1,089,530.07	\$1,971,711.52
Transfer to own funds		\$6,242,579.00	\$6,242,579.00	100.00%		\$6,247,201.00
TOTAL OTHER EXPENSES	\$1,098,152.03	\$9,495,069.00	\$8,396,916.97	88.43%	\$1,089,530.07	\$8,218,912.52
	\$1,098,152.03	\$9,495,069.00	\$8,396,916.97	88.43%	\$1,089,530.07	\$8,218,912.52
NET (REVENUE)/EXPENDITURE	\$999,372.33	\$9,145,069.00	\$8,145,696.67	89.07%	\$967,093.93	\$7,860,018.00



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Shelley J. Schell, CPA, CA Chief Financial Officer & Treasurer

DEPARTMENT: Corporate Services

RE: 2018 Budget Formula Guideline

PURPOSE

The purpose of this report is to advise Council of the 2018 Budget Formula Guideline.

BACKGROUND

The Finance Committee reviewed the 2018 Budget Formula Guideline on April 26, 2017.

Moved by: Rick Niro

Seconded by: Marchy Bruni

Resolved that the Finance Committee receive the 2018 Budget Formula Guideline and recommend to City Council for information.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There are no financial implications.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer & Treasurer date May 8, 2017 regarding 2018 Budget Formula Guideline be received as information.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Shelley Schell".

Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355
s.schell@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE MARI
BUDGET FORMULA GUIDELINE
2018

Table 326-0021 Consumer Price Index, annual (2002=100)(2,9)

Survey or program details:

Consumer Price Index - 2301

Geography	Products and product groups (15)	2011	2012	2013	2014	2015	2016
Ontario	All-items	120.1	121.8	123	125.9	127.4	129.7
Ontario	Food (17)	128.1	131	132.9	136.2	141.2	143.5
Ontario	Shelter (18)	123.1	125	126.9	131.5	134.5	138.1
Ontario	Household operations, furnishings and equipment	111.9	113.9	115.4	117.8	121.5	123.3
Ontario	Clothing and footwear	91.6	89.8	88.9	91.7	92.2	92
Ontario	Transportation	128.8	130.7	131.7	132.6	127.1	128.4
Ontario	Gasoline	181.9	185	186.4	187.3	153.8	145.3
Ontario	Health and personal care	117.6	118.7	118.8	120	121.9	123.4
Ontario	Recreation, education and reading	105.9	107.1	107.9	109.5	111.7	114.1
Ontario	Alcoholic beverages and tobacco products	138.6	139.3	140.8	148.7	154.7	160.1
Ontario	All-items excluding food and energy (25)	115.6	117	118	120.2	122.6	125.1
Ontario	All-items excluding energy (25)	117.7	119.4	120.5	122.9	125.6	128.1
Ontario	Energy (25)	154.9	157	160.5	169.4	155.3	153.9
Ontario	Goods (27)	112	112.5	113.2	116	116.2	117.6
Ontario	Services (28)	127.3	130	131.9	134.7	137.5	140.6

							2018	2017
	% increase							
Ontario	All-items	1.4%	1.0%	2.4%	1.2%	1.8%	1.6%	
Ontario	All-items excluding food and energy (25)	1.2%	0.9%	1.9%	2.0%	2.0%	1.6%	
Ontario	All-items excluding energy (25)	1.4%	0.9%	2.0%	2.2%	2.0%	1.7%	1.8% RECOMMENDED, removes volatility of energy and is closer to municipal basket of goods.
% year Average of Market Change								
Same as assessment growth per OPTA, which is based upon MPAC data		1.13%	1.36%	0.73%	0.90%	0.14%	0.9%	1.0% City does not currently have development charges so growth costs should be accounted for in budget increase
Investment Factor							0.30%	0.25% Minimal investment previously suggest that this be increased over next 5 years by .05% annually to target of .5%
Budget Formula City Guideline							2.86%	3.08% Levy increase - <u>not</u> average residential property
Change from previous year + / (-)							-0.22%	



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Shelley J. Schell, CPA, CA Chief Financial Officer & Treasurer

DEPARTMENT: Corporate Services

RE: 2018 Budget Timeline

PURPOSE

The purpose of this report is to seek Council approval of the 2018 Budget Timeline.

BACKGROUND

The Finance Committee reviewed the 2018 Budget Timeline on April 26, 2017.

Moved by: Marchy Bruni

Seconded by: Rick Niro

Resolved that the Finance Committee receive the 2018 Budget Timeline as presented and recommend to City Council for approval.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There are no financial implications.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer & Treasurer date May 8, 2017 regarding 2018 Budget Timeline be approved.

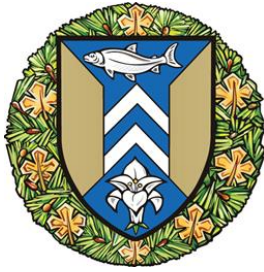
Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Shelley Schell".

Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355
s.schell@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE MARIE
2018 BUDGET SCHEDULE

- Confirm employee complement/Job Class with HR June 15/17
 - Budget input sheets to departments August 1/17
 - User Fee schedule for update to departments
 - Deadline for department submissions Sept 1/17
 - Operating Increase Requests (service level and contractual)
 - Submission of User Fees
 - Deadline for outside agency grant applications Sept 1/17
 - Capital Budget preliminary October 23/17
 - O/S Agency presentations November /17
 - Deadline to publish preliminary budget November 1/17
 - Preliminary Budget to Council November 20/17
 - User Fees
 - Budget deliberation December 4/5, 2017
- Post Budget Approval
- Tax Policy Analysis and Options April, 2018
 - Rate and Levy Setting, including capping options April, 2018



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

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Carbon Monoxide Monitoring at City Facilities

PURPOSE

The purpose of this report is to outline the current equipment in place to monitor carbon monoxide (CO) levels in City facilities.

BACKGROUND

On March 6, 2017, City Council passed a resolution requesting staff report as to how carbon monoxide is monitored at all city-owned buildings and if the cause of the February 28, 2017 CO leak has been determined and rectified.

A previous report provided information on the February 28th, 2017 CO incident and subsequent 3rd party engineering reports outlining the suspected causes of elevated CO levels and the actions undertaken to rectify this situation.

This report addresses the question of how CO is monitored at all city-owned buildings.

ANALYSIS

City staff has compiled the following information related to the monitoring of CO within City facilities:

Site	Notes
Civic Centre	There are no carbon monoxide detectors on-site at the Civic Centre as we have no source of combustion (Electric heat only). Vehicles are not left running in the garage and the door is left open when the tractor is in use during the winter months.
Recreation and Culture	
Bellevue Marina	Electric Heat Source – Not Applicable

Bondar Marina	Electric Heat Source – Not Applicable
Bondar Tent (Kitchen, mechanical and Change rooms)	CO monitors installed in Mechanical Room, Kitchen and Both Change rooms
Bondar Tent –Washrooms and Ice Cream Shop	Electric Heat Source – Not Applicable
Steelton Seniors Centre	There are 5 - CO monitors located throughout the Seniors Centre: main hall, second floor of main hall, main floor program room, second floor and basement). CO monitors are not hooked up to alarm system.
Seniors Drop In Centre	There are 7 – CO monitors located throughout the seniors centres; Main hall, kitchen, snooker room, basement, upstairs program rooms (2), main floor program room. CO monitors are not hooked up to alarm system.
Heritage Discovery Centre	CO monitors in the new HDC, during construction as it was not required by code. Next Step: 1) Put in a monitor in the HDC – mechanical room connected to the alarm system.
Old Stone House	One in the basement & natural gas monitor, and then the same two kinds in the attic. Both of these are hooked up to the security alarm system, as they were originally direct to the fire station. Next Step: 1) Quotes are being obtained to have a CO monitor installed in the summer kitchen and connected to alarm. 2) Test existing alarms to ensure they are working effectively.
Clergue Block House	Electric Heat Source – Not Applicable
Arenas/Community Centres	
Essar Centre	Currently have two separate systems: 1) Zamboni garage has two sensors CO, and NOX. These sensors are visual, audible, and interlinked with the fresh air louver, and the exhaust fan in that room. 2) Arena bowl area has ten sensors throughout building, five are CO, and the remainder NOX. They are visual, audible, and interlinked with the building purge exhaust fans which open the back freight door for their makeup air.
John Rhodes Community Centre	Portions of this building are monitored. Rink #2, and Zamboni garage. These are two separate systems.

	1) Zamboni area has two sensors one CO, the other propane as most arenas were operating propane Zamboni's at the time of construction. This system is interlinked with louvers, and exhaust fan. 2) Rink #2 has four CO sensors interlinked with a louver, and exhaust fan system. We have plug in units, in the front mechanical room, and pool boiler room. The remainder of the building is not currently monitored.
Northern Community Centre	No Current Monitoring
Daycare	
Jessie Irving Children's Centre	One CO monitor installed in main area of building
Cemeteries	
Cemetery	Two detectors in each area (carbon monoxide & smoke) are being installed: garage; parking garage; cremator room; front Office; chapel; viewing Room; lunch room.
Transit	
Transit	CO monitoring devise located in the garage area. The shop and bus storage area is continuously monitored by the Hydrocarbons detector. In 2013-2014 the Ministry of Labour completed CO testing in the garage area to test for exposure levels, there were no concerns found at the time. There are no monitoring devices used in the office area or the Transit Terminal.
Public Works	
Public Works Building "A"	Administration: Plug in CO Sensors • Women's Washroom/Change Room • Administration Lunchroom • Switchboard/Dispatch
	Mechanic Shop/Weld Shop – Automated Ventilation System • 8 Sensors
	Equipment Storage Garage – Automated Ventilation System • 6 Sensors
Public Works Building "G"	Equipment Storage Garage – Automated Ventilation System • 4 Sensors • NOTE: Capital from Current funding now available in 2017 to upgrade this ventilation

	system to bring it to current building standards.
Public Works Building “B”	Carpenter Shop: Plug in CO Sensor • 1 Sensor in Lunch Room
Public Works Building “O”	Equipment Storage Garage – Automated Ventilation System • 6 Sensors
Public Works Building “K”	Equipment Storage Garage – Automated Ventilation System • 4 Sensors • NOTE: Funding available from 2016 Public Works New Equipment Budget. This system is currently being installed by Public Works Electricians, but has not been verified.
Public Works Building “H”	Sewer Cameras Truck Storage Garage – Automated Ventilation System • 1 Sensor
Note: Public Works - All ventilation systems and sensors are tested and recorded annually by a contractor. Any repairs necessary are completed and documented by the contractor and the Public Works Chief of Building Maintenance.	

The City is working towards compliance with all current building code standards in relation to monitoring CO within its facilities. A number of our facilities were constructed before building code changes were made and are not required to be altered. The City will, however, continue to modernize facilities and seek to implement best practices. The recent event at the McMeeken Centre has raised awareness of the importance of CO monitoring within City facilities. Since the incident at the McMeeken Centre, steps have already been taken within certain City facilities and staff is evaluating further options and costs to expand CO monitoring equipment within its facilities.

FINANCIAL IMPLICATIONS

At this point there are no financial implications to this report. Staff do anticipate coming back in future Council meetings and/or budget discussions to implement CO monitoring equipment.

STRATEGIC PLAN / POLICY IMPACT

There is no strategic plan or policy impact at this point related to this information report on CO monitoring within City facilities.

RECOMMENDATION

It is therefore recommended that Council take the following action:

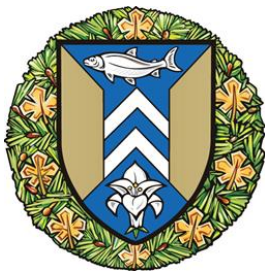
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2017 05 08 regarding CO monitoring within City facilities be received as information.

Subject of Report
2017 05 08
Page 5.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Vair". The signature is stylized with a long horizontal stroke at the beginning and a small loop at the end.

Tom Vair
Deputy CAO
705.759.5264
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**The Corporation of the
City of Sault Ste. Marie**

C O U N C I L R E P O R T

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Sault Ste. Marie Slo-Pitch League Agreement

PURPOSE

The purpose of this report is to request Council's approval to enter into an agreement with the Sault Ste. Marie Slo-Pitch League in reference to their financial contribution in the amount of \$20,000 towards the purchase of materials and labour to install LED lighting at Strathclair Sports Complex, slo-pitch field 'A'.

BACKGROUND

This project was initiated in order to deal with two issues concerning Slo-pitch. The first issue is the growing enrolment in adult slo-pitch. Over the past seven to ten years Slo-pitch numbers have been increasing. Having at least one field that has lights increases the opportunities available to host major Slo-pitch tournaments.

On Feb 6, 2016 City Council passed the following resolution:

"Resolved that the report of the Manager of Recreation and Culture dated 2017 02 06 concerning Strathclair Park – Lighting for Slo-pitch Field A - CIP 150 Funding agreement be received and Council authorize staff to enter into an agreement with the Industry Canada for CIP 150 funding in the amount of \$100,000 for the Strathclair Lighting project."

ANALYSIS

Staff is recommending that Council authorize entering into an agreement with Sault Ste. Marie Slo-Pitch League regarding their contribution the purchase of materials and labour to install LED lighting at Strathclair Sports Complex, slo-pitch field 'A'.

FINANCIAL IMPLICATIONS

The \$20,000 contribution by the Sault Ste. Marie Slo-Pitch League helped support the Community Infrastructure Program grant application which allowed the City to leverage \$100,000 in funding for the installation of LED lighting on slo-pitch field 'A' located at Strathclair.

STRATEGIC PLAN / POLICY IMPACT

This item is not specifically identified in the Corporate Strategic Plan but was identified in the Parks and Recreation Master Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

"Resolved that the report of the Manager of Recreation and Culture dated 2017 05 08 concerning Sault Ste. Marie Slo-Pitch League Agreement be received and Council authorize staff to enter into an agreement with Sault Ste. Marie Slo-Pitch League in reference to their financial contribution in the amount of \$20,000 towards the purchase of materials and labour to install LED lighting at Strathclair Sports Complex, slo-pitch field 'A'."

"The relevant By-law 2017-82 appears elsewhere on the agenda and is recommended for approval."

Respectfully submitted,



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

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Request for Financial Assistance for Cultural Competitions- Sault Theatre Workshop

PURPOSE

This report is to seek City Council's approval of an application under the Cultural Advisory Board's Financial Assistance Program for Provincial/National/International Cultural Competitions.

BACKGROUND

The Cultural Advisory Board's Financial Assistance Program for Provincial/National/International Cultural Competitions is a program endorsed by City Council to support individuals or non-profit cultural groups who excel in the arts as defined by the cultural policy. The program has a set of criteria by which applications are assessed. Grants may be provided to applicants to assist in the direct cost of attending and includes registration fees, transportation, accommodation and meal expenses. City Council gives final approval of all applications.

ANALYSIS

The attached application was received from Sault Theatre Workshop for a financial assistance grant to attend the Theatre Ontario Festival competition taking place May 17-21, 2017 in Ottawa, Ontario. The 12 member troupe won the Quonta Drama Festival and will be representing Northern Ontario. The Cultural Advisory Board reviewed the application from Sault Theatre Workshop at their meeting on April 19, 2017 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Moved by: E. Belair

Seconded by: W. Greco

"Resolved that the Cultural Advisory Board endorse the application by Sault Theatre Workshop for financial assistance for participation in the Theatre Ontario

Festival competition taking place May 17-21, 2017 in Ottawa, Ontario in the amount of \$1,000.00 and that a report be sent to City Council for their approval.”

CARRIED.

FINANCIAL IMPLICATIONS

Core funding for various financial assistance programs is provided in the City's budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

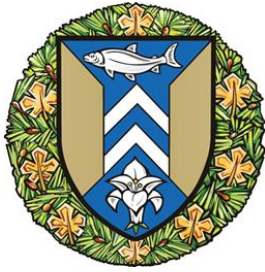
It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2017 05 08 concerning the request for financial assistance be received and that the recommendation of the Cultural Advisory Board that City Council approve a \$1,000.00 financial assistance grant for the Sault Theatre Workshops participation at Theatre Ontario Festival competition taking place May 17-21, 2017 in Ottawa, Ontario be approved.

Respectfully submitted,



Virginia McLeod
Manager of Recreation and Culture
705.759-5311
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Cemetery Beautification and Enhancement Program

PURPOSE

The purpose of the report is to establish a program for Cemeteries Beautification and Enhancement which would enable the City to receive donations towards this purpose.

BACKGROUND

The recent Donation Policy approved by City Council ensured that donations are accepted in accordance with Canada Revenue Agency regulations and that donations received are aligned to strategic goals of the City of Sault Ste. Marie.

The City has been approached by a group of citizens that would like to install a bench that would serve as a place of reflection and memorial for those who have experienced the painful loss of children or grandchildren. They would like to make donations to the City to support this effort.

ANALYSIS

In order to accommodate this request and future requests for the cemeteries and comply with the City donation policy, a project or program must be approved by City Council.

The Cemeteries Beautification and Enhancement program will be an ongoing program to improve the aesthetics and visitor features at City cemeteries. The program is in the interest of the City, will operate under the City's authority and the City will exercise ongoing direction and control over the use of the receipted funds.

The City will determine on an individual basis which projects qualify under the Donation Policy.

FINANCIAL IMPLICATIONS

There are no direct financial implications to implementing the program.

STRATEGIC PLAN / POLICY IMPACT

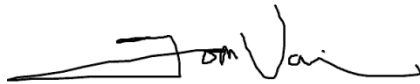
This is an administrative item not articulated in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community and Enterprise Services dated 2017 05 08 regarding the creation of a Cemetery Beautification and Enhancement Program be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tom Vair', with a stylized flourish at the end.

Tom Vair

Deputy CAO, Community Development and Enterprise Services

705.759.5264

t.vair@cityssm.on.ca



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

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Economic Development Update Report

PURPOSE

The purpose of this report is to provide an update on discussions between the City, Sault Ste. Marie Economic Development Corporation (SSMEDC) and Sault Ste. Marie Innovation Centre (SSMIC) following the receipt of the 3rd party review conducted by MDB Insight.

BACKGROUND

On March 7, 2016, City Council passed a resolution requesting staff undertake an assessment of the City's economic development and provide a report to Council. The review was conducted by MDB Insight, an economic development consultancy, and the report was presented Dec. 12, 2016 to City Council. Recommendations made by the consultants included the consolidation of the SSMEDC and SSMIC into one economic development entity and the development of a revised MOU that captures the newly incorporated structure and its roles and responsibilities.

Council received the MDB Insight report as information and directed staff to provide notice to the SSMEDC and the SSMIC that the City intends to re-negotiate the terms of their respective Memorandums of Understanding (MOU) which includes funding allocations. City staff was further requested to report back to City Council with an implementation plan in January.

On Feb. 21, 2016, staff provided an update to City Council which was received as information. The report highlighted that members of the Board Executive teams from both SSMEDC and SSMIC engaged in a series of positive discussions on the topic of enhancing economic development activities in Sault Ste. Marie and region. A Collaborative Framework was agreed upon and an Economic Development Steering Committee was formed along with a Working Group to investigate options to optimize the performance of economic

development activities in the region and maximize return on investment from economic development funding by the City of Sault Ste. Marie.

The Steering Committee recognized it must proceed in a thorough and thoughtful manner but agreed to move forward as quickly as possible both to improve economic development outcomes and to minimize ongoing uncertainty among staff.

ANALYSIS

A significant effort was undertaken to examine the economic development efforts of SSMEDC and SSMIC. The Working Group assembled information on each organization, undertook analysis of different options and met fourteen times as they developed an options analysis document. The Steering Committee met seven times to provide direction and feedback to the ongoing analysis. The Steering Committee examined in detail a full range of options including the concept to merge SSMEDC and SSMIC as suggested by the third party consultant.

The analysis conducted by the working group provided valuable information for consideration:

- In evaluating a single, merged entity, valuable dialogue took place to identify the roles that were required to deliver effective economic development and opportunities were discovered to minimize overlap and create more efficient operations.
- The SSMEDC and SSMIC expressed uncertainty about the role of the City and how the Community Development and Enterprise Services division will be structured in support of achieving economic development goals. It was felt that before organizational options can be fully considered their needs to be greater clarity on the role the City sees for itself in this arena.
- Merging the two organizations would bring significant additional costs given the different pay and benefit structures between the two organizations (the SSMEDC salary and benefits costs are generally higher than SSMIC and SSMEDC staff participate in the OMERS pension plan).

The Board representatives from SSMEDC and SSMIC jointly recognize that benefits exist from a more cooperative approach to economic development. Opportunities that were identified include: removing duplication between the three corporations (i.e. City, SSMEDC and SSMIC), sharing services (e.g. IT and HR), creating synergies between the organizations (e.g. incubators) and improved communication over respective roles and responsibilities.

The option to merge has been tabled as neither SSMECD nor SSMIC was in favour of a merger at this time. It was decided that the best course of action would instead be to pursue the following actions:

- The City to clarify its vision for economic development and the roles for economic development going forward
- The City develop an MOU framework for economic development
- Stakeholders to review the report from the Community Adjustment Committee (expected to be released soon) and take into consideration its recommendations in planning ongoing economic development efforts.

Based on these discussions, City staff will develop options and expectations for economic development roles for 2018 and beyond. We will present these to SSMECD and SSMIC to obtain their feedback and report back to Council in the near term (June/July timeframe).

Recognizing the City's upcoming budget considerations for 2018, the Committee will continue to meet and work together to create the best economic development environment for the City of Sault Ste. Marie.

There are a number of positive activities underway by SSMIC and SSMECD and these activities must continue. The Steering Committee remains committed to maximizing the impact of economic development investment, establishing a high performance economic development platform and building prosperity in Sault Ste. Marie and region.

FINANCIAL IMPLICATIONS

At this point there are no financial implications to this report. Financial implications of the report will be determined based on the outcome of discussions with SSMECD and SSMIC, final recommendation from City staff and direction from City Council.

STRATEGIC PLAN / POLICY IMPACT

This item directly aligns with the Corporate Strategic Plan in the focus area of Community Development and Partnerships. Specifically, the plan states "We foster an environment where economic development dollars are maximized so that existing and new business can flourish. Citizens expect true value for their tax dollars. We are committed to maintaining financial viability by strategically embracing our future with careful consideration and calculated risk in all undertakings."

From a policy perspective, once outcomes of the discussions have been determined, revisions will take place to re-define the MOU with the appropriate economic development entity or entities.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2017 05 08 regarding economic development be received as information.

Respectfully submitted,

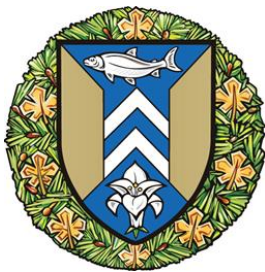
A handwritten signature in black ink, appearing to read "Tom Vair". The signature is stylized with a long horizontal line extending to the left and a small loop at the end.

Tom Vair

Deputy CAO, Community Development and Enterprise Services

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

C O U N C I L R E P O R T

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Community Garden – Forest Heights Park

PURPOSE

This report recommends that Council approve a license of occupation to permit the former Allard Street Community Garden to relocate to the southern portion of Forest Heights Park located at 1 Princess Crescent, behind St. Bernadette's School.

BACKGROUND

Since 2003, The Allard Street Community Garden occupied a portion of the former 'Red Cross' property at 105 Allard Street. In 2016 the property was sold and the new owner requested that the garden vacate the property.

In the fall of 2016, Suzanne Hanna, Coordinator of the Allard Street Community Garden approached City Staff, through the Green Committee, to see if the garden could be accommodated at a city owned location.

ANALYSIS

City Staff, including Planning, Parks and Public Works reviewed a number of possible city owned locations. An important condition was that the new location be in close proximity to the former Allard Street location. According to the Garden Coordinator, the majority of current members live in the area. Furthermore, the area is centrally located, with easy public transit and pedestrian access. Finally, the Coordinator wanted to ensure the new location did not impact 3 other local community gardens.

After a review of alternatives, the preferred location is a portion of Forest Heights Park, located at 1 Princess Crescent, behind St. Bernadette's School.

A 2-page Factsheet about the Allard Street Community Garden, authored by the Community Garden Coordinator, including background, benefits and potential issues is attached for information.

The Allard Street Community Garden consists of 65 individual 4'x10' raised garden beds and planter boxes that can be rented annually for a nominal fee. Plots are awarded on a first come, first serve basis. The garden is organic and the use of synthetic pesticides, fertilizers or other harmful chemicals is prohibited. The garden is open 7 days a week, 8am to 8pm, from April to October.

The garden area would be enclosed by a 1.2m to 1.5m (4'-5') chain link fence, similar to the existing fence surrounding Forest heights Park. A small tool shed, approximately 3.65m by 3.65m (12'x12') would also be constructed, to store all tools. The shed would be constructed in a manner that it could be dismantled and/or relocated if necessary.

The Huron Superior Catholic District School Board has agreed to provide a temporary water supply from a hose bib located behind St. Bernadette's School. Having said this, in the near future the school will be offered for sale and future owners are not obligated to honour this arrangement. Consequently, an alternative water supply may be required in the future. A number of options are available, such as trucking water to storage containers or connecting to municipal water service.

The attached map depicting the proposed location within Forest Heights Park is conceptual at this time. The former 'Red Cross' location was approximately 30.5m by 36.5m totaling 1,113m² (100'x120' totaling 12,000ft²). The area shown on the attached map is somewhat larger to grant flexibility when determining the specific garden layout, however it is anticipated the final footprint will be smaller. It is worth noting that the garden was originally proposed to be located within the southwestern portion of the park. Upon further review, it has been determined that the currently proposed location along the southern portion of the park is more appropriate.

In discussions with Public Works Staff, 3 recently planted white pine trees will need to be relocated elsewhere in the park. There is also a baseball backstop, which was slated to be removed, prior to this area being identified as a preferred location for the Community Garden.

Parks and Recreation Advisory Committee

At it's regular meeting on April 4, 2017, the Parks and Recreation Advisory Committee (PRAC) reviewed this proposal and passed the following resolution:

"Resolved that the Parks and Recreation Advisory Committee endorse the relocation of the Allard Street Community Garden to Forest Heights Park; and further that a community information open house be held prior to this recommendation being forwarded to City Council for approval."

Public Open House

A come-and-go public open house was held from 4-7pm on May 26th, at Ben R. McMullin Public School. Notices were mailed to all property owners within 400' of Forest Heights Park. The Manager of Recreation and Culture, Senior Planner and Coordinator of the Allard Street Community Garden were available to answer questions. Five people attended the open house, including Ward 3 Councilor Judy Hupponen. One neighbour who resides on Princess Street, directly across from the Park was concerned with increased traffic and parking associated with the garden, and the potential safety concerns thereof. The neighbour indicated that given the nearby apartment buildings, this portion of Princess Street is quite busy.

The Garden Coordinator notes that most members live nearby and will walk to the garden, while others take public transit. It is anticipated that approximately 6 vehicles would visit the site during the course of the 12-hours in which the garden is open. On rare occasions, such as during garden set up or an annual open house, traffic/parking demands may be higher. Generally speaking, the increase in vehicular traffic to the area will be minimal and parking can be easily accommodated along Princess Street. Having said this, staff has approached Huron Superior Catholic District School Board about the possibility of utilizing the nearby 'bus queue' located on the corner of Palace Drive and Placid Avenue. If granted, it is recognized that such an arrangement may be short term and only available outside the school's operational hours. If parking problems persist, there is also an option to restrict parking to one side of Princess Crescent, which would help to address the neighbours concern about traffic and parking increasing.

As a result of the public notice, one Email was received by a resident on Palace Drive. While not opposed to the Community Garden, this resident was concerned with increased traffic and parking. For safety reasons, it was recommended that 'kids at play' sign(s) be erected to remind motorists to slow down. This can be reviewed with public works staff; however, as previously mentioned, the overall increase in traffic and parking resulting from the community garden is anticipated to be minimal.

This neighbour's biggest concern was that of rodents/rats, which might be attracted by compost piles. Based upon online research, composting can be a food and heat source for rats. The previous Allard Street location included composting piles. In recognizing this concern, the Community Garden Coordinator has agreed there will be no composting at the proposed Forest Heights Park location.

Care must also be taken to appropriately manage garbage. There is a garbage can at the north entrance to the park, and is regularly emptied by City Staff. In discussions with public works, it may be appropriate to include a second garbage at the southeastern entrance of the park, which can accommodate additional garbage from the Community Garden.

The proposed Community Garden will not impact the overall usage of the park. Ample space will remain for people to continue to enjoy the playground equipment and basketball court, as well as unstructured active and passive play in the remaining open space. To this end, there is plenty of room for the park and community garden to coexist.

The overall benefits of community gardens are well documented, as described in the factsheet attached. From a land use perspective, a community garden fits into the overall concept of a neighbourhood park. In fact, community gardens in neighbourhood parks are quite common elsewhere. Apart from increasing the overall utilization of this park, the community garden could also become an important part of this well established, mixed residential neighbourhood.

FINANCIAL IMPLICATIONS

The overall financial impact of accommodating the Community Garden at Forest Heights Park will be minimal. All costs associated with fencing, tool shed and planter box construction will be paid for by the Garden. Furthermore, the Garden will be responsible for maintaining the area within its fence. As previously mentioned, PWT staff will be required to relocate 3 recently planted white pine trees at a minimal resource cost. Removal of the baseball backstop, which will help to accommodate the garden at this location, was already scheduled prior to this proposal.

STRATEGIC PLAN / POLICY IMPACT

Approval of this request aligns with the Focus Area 'Community Development and Partnerships' within the Corporate Strategic Plan. The community garden creates opportunities for social interaction and the continued revitalization of this public space. Furthermore, it fosters a partnership with a key non-profit group that is providing a valuable service to members of the community.

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the Report of the Manager of Recreation and Culture, dated 2017 05 08 be received, and that Council approve a License of Occupation to allow Allard Street Community Garden to relocate to a portion of Forest Heights Park.

By-law 2017-93 appears elsewhere on Council’s Agenda.”

Respectfully submitted,



Virginia McLeod
Manager of Recreation and Culture
705.759-5311
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PROPOSED COMMUNITY GARDEN LOCATION

St. Bernadette's Location

Page 224 of 471

The Corporation of the City of Sault Ste. Marie
Engineering & Planning Department
Planning Division
April 27, 2017

This map is for general reference only.
For official mapping, see the
Engineering and Planning Department.
Orthophoto: Spring 2016 20cm

Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983

Garden Size

0 5 10 20 Meters
1:1,500



FOREST HEIGHTS COMMUNITY GARDEN



Proposal: The former 'Allard Street Community Garden' is seeking the City's approval to relocate the community garden from Allard Street to a portion of Forest Heights Park.

Background: In 2003 the Sault Ste. Marie Horticultural Society (acting as Lead) and six partnering organizations received Trillium funding to establish a community garden on land adjacent to the Canadian Red Cross. The garden operated for 13 seasons until the property was sold in 2016.

The garden offered 65 individual 4' x 10' raised garden beds and planter boxes for easier accessibility that could be rented annually for a nominal fee. Plots were awarded on a first come, first served basis to people of all ages, incomes and abilities and our membership extended to individuals, families and community organizations. A waiting list currently exists.

Members made a commitment to garden organically without the use of synthetic pesticides and fertilizers or any harmful chemicals. To support their commitment to sustainable environmental practices, gardeners received educational resources and support to promote water conservation, natural pest control strategies and healthy soil practices. They signed an agreement to abide by the rules of the garden that addressed safety issues, provided a process for resolving disputes and prevented disturbances to neighbouring property owners and residents.

Members completed 8 hours of volunteer service at various work bees and social events during the garden season to help with garden maintenance. The garden was open seven days a week, between the hours of 8 am and 8 pm. (light permitting), April thru October.

The garden served as the 'gold standard' for the creation of 3 other community gardens that currently exist in Sault Ste. Marie as well as many other community gardens in the Algoma District. It has been the recipient of the Ontario Horticultural Association's Community Improvement and Environment Awards, numerous City Beautification Awards for Best Vegetable Garden, the Mayor's Award as well as the Sault Community Career Centre's Diversity Award in recent years.

Benefits: Community gardens improve food access and play an important role in promoting both physical and mental well-being in people living in cities. They provide educational and volunteer opportunities and work actively to create partnerships with community members, schools, and social service organizations. There is evidence that links community gardens to improved neighbourhood safety and engaged citizenry. Community gardens celebrate and maintain cultural traditions and assist new immigrants and refugees to integrate more easily into their new communities. They are perceived as safe places where new friendships and connections can be forged and resiliency strengthened.

Potential Issues: All community gardens experience problems from time to time. The key is to plan proactively to prevent issues from arising and to work together to solve those issues when they appear in a timely manner.

- 1. Vandalism and Security:** Occasional vandalism—the pulling out or theft of garden produce—happens. Members are encouraged to replant when this occurs. Physical deterrents like raspberries are often planted along chain link fencing. The garden shed is always kept locked when not in use and the garden gate is locked at night to deter trespassers. Garden signage provides contact information for reporting suspicious visitors, etc. The Sault Ste. Marie Horticultural Society would provide liability insurance via Co-operator's for the community garden.

Low, chain link fencing can exclude dogs and wildlife and signal that the garden is a special place with specific rules. It can allow the neighbourhood to see in and act as an informal Neighbourhood Watch Program. A garden sign would be erected near the community garden to indicate its purpose.

2. **Communication:** Clear and well-enforced rules are included in the gardener's agreement and handbook. The garden Steering Committee and Garden Coordinator meet with the membership at biweekly work bees and socials to discuss and resolve any arising issues and notices and information are posted in the weatherproof garden message board attached to the garden shed.
3. **Garbage:** Gardeners are taught how to sort trash and recyclables properly and garbage is put out in appropriate containers for weekly garbage collection. Labeled trash cans are placed in accessible areas to keep the area neat and tidy. Members are responsible for taking their own food waste home.
4. **Rodents:** According to an October 11, 2016 Sault Star article on the City's Rat Abatement Program, "rat sightings tend to be more highly reported during major construction programs or when buildings are demolished. Other sightings occur near bird feeders or when trash is not contained or grass is not cut regularly". As well, animal waste can provide nourishment for rats. The community garden participates in a rat reduction plan that includes the following practices;
 - Members are responsible for taking their own food waste home.
 - Ripe garden produce is harvested promptly
 - Trash is kept in rodent-resistant containers with tight-fitting lids
 - Standing water is eliminated whenever possible as a water source for rodents
 - Grass and weeds inside the garden area and clutter are removed regularly
 - Community gardens often compost garden waste which is transformed into usable garden soil and reapplied to the raised garden beds and planters to conserve resources and keep costs low. A compost pile with only garden waste (plant material cut into small pieces, grass clippings) will not sustain a rat colony. To eliminate a food source for rodents, no food waste is added to the compost pile and the compost is turned on a regular basis to promote rapid decompositionHowever, this is a flexible practice. It is possible to transport garden waste to a nearby resident's compost pile or to Lemieux Composting.
- 6 **Weeds:** The membership maintains the garden area and keeps weeds in check. Mulch is applied between the garden beds and planters to discourage weeds from growing.
7. **Water:** The garden has been notified that it will receive its water from a hose bib located at St. Bernadette's School. To conserve water, rain barrels known as water butts will hold surplus water.
8. **Maintenance:** A locked garden shed will hold all tools and supplies required to maintain the garden. The membership owns a weed trimmer and lawn mower and keeps its equipment in good repair. P
9. **Parking:** Members will be encouraged to park on Palace Drive and Princess Crescent, where feasible. Most will walk to the site, bike or use City Transit and a few will use cars. The majority of current gardeners live in the surrounding area. The garden maintains its own heavy-duty bicycle stand for cyclists. In its former location at 105 Allard St, the garden was surrounded by multiple high-density apartment buildings, an active elementary French Immersion school that dealt with bussing and a busy Red Cross parking lot. Parking was not an issue as members visit the garden over a 12 hour period and are not all present at the same time

For more information, contact Suzanne Hanna, Garden Coordinator at 705-943-2207.

Malcolm White

From: Peter Tonazzo
Sent: Monday, May 08, 2017 8:32 AM
To: Malcolm White; Rachel Tyczinski
Subject: FW: Community Garden

From: Jodi [mailto:jodi@northstartravelssm.ca]
Sent: Friday, May 05, 2017 5:21 PM
To: Peter Tonazzo
Subject: RE: Community Garden

Okay thanks Peter. I would like you to submit my email for Council. I will be there on Monday. I have added and changed a few things.

From Jodi Wickstrom, 18 Princess Cres, Sault Ste. Marie, Ontario:

I have heard from a couple of my neighbors that they heard that now you are considering moving the Garden to more in the Middle of the park rather than up against the existing fence where the Apartments are. This will go more into the field where the kids play and it may go over the path that everyone walks on to get through the park. (I also heard there was a bit of a "rat" issue at the old garden, that's all we need is rats in the park!)

I still don't understand why this Garden has to be in our park. All of my neighbors are wondering why it can't be around Rosedale. If you have to ask the Separate School Board to use their property for parking, why can't you ask the Public School Board for space on some of their vast lot at the Rosedale property to use for the Garden? If St. Bernadette gets sold, I am sure the new owners will not want the Garden so close to the property so you will just have to move it again. That seems like a lot of work if you don't know what is happening with that school. The Garden should be in a spot that does not have any issues.....completed owned by City, or you rent a spot somewhere like you did on Allard.

Also my neighbors on the other side of Princess, like around #99 did NOT get the notice to come to the meeting at Ben R. I asked 3 of them. And I heard that the people in the apartment building where the Garden will be did not receive a notice and I understand that is because they are renters and only the owner got the notice. I can see that I guess, but I think that they would have still liked to have been informed. The Manager of that building did not get a notice either and he is the one who lives there and would be affected by it.

One other thing, I have an old neighbor who lives on Chapple now (he is a senior) and he said that all the seniors he knows in the Chapple and Allard area that used the old Garden on Allard said they would not walk all the way to Forest Heights Park to do their gardening. It is too far. Did Suzanne check with these people to see if they are okay with the new site? I know it is not up to them, but maybe she could have got their input as well. They would have to walk through Food Basics Parking Lot, across busy Pine Street (where there is no crosswalk), down a walkway, down Princess and across the park. That is a long way for seniors.

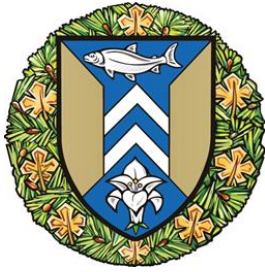
You mention that that the Garden would not compost and therefore need another garbage can. Another little garbage can like we have at the North end of the Park will not hold all garbage

from this Garden. It is your basic Garbage can, very small. And a big dumpster would not be a nice sight either.

Hope that's okay
Jodi

Jodi Wickstrom, CTC
NORTH STAR TRAVEL & TOURS
794 Queen St. E.
Sault Ste. Marie, ON P6A 2B1
(705) 942-7153
jodi@northstartravelssm.ca





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

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Sault Youth Soccer Club Agreement

PURPOSE

The purpose of this report is to request Council's approval to enter into an agreement with the Sault Youth Soccer Club (SYSC) in reference to their financial contribution in the amount of \$30,000 towards the purchase of materials and labour to expand the parking lot and pathways at Strathclair Sports Complex to improve accessibility.

BACKGROUND

During the week of July 4, 2016 a meeting was held with the Sault Youth Soccer Club at which time the Club committed \$30,000 in funding to support the Enabling Accessibility Grant application.

The Enabling Accessibility Fund is a federal Grants and Contributions program that supports capital costs of construction and renovations related to improving physical accessibility and safety for people with disabilities in Canadian communities and workplaces. The program requires contributions, equal to or greater than 35% of total eligible costs of the project, to be provided through sources other than the Federal Government either through cash donations or in-kind service contributions.

On July 18, 2016 City Council authorized staff to proceed with a grant application to the Enabling Accessibility Fund. The City was successful in the application and on Feb 21, 2017 City Council passed the following resolution:

"Resolved that the report of the Manager of Recreation and Culture dated 2017 02 21 concerning Enabling Accessibility Fund Agreement be received and Council authorize staff to enter into an agreement with Ministry of Employment and Social Development Canada for funding in the amount of \$46,450 for the Strathclair Pathways to Accessibility Project."

ANALYSIS

The proposed parking lot expansion would create an additional parking area 110m x 52m. The parking lot expansion would create additional accessible parking spaces, improve safety and decrease the distance patrons would be required to walk to access fields. The total project which includes the parking lot expansion and the network of paved pathways would be \$132,000 including HST.

Staff is recommending that Council authorize entering into an agreement with Sault Youth Soccer Club regarding their contribution for the purchase of materials and labour to improve accessibility at the Strathclair Sports Complex

FINANCIAL IMPLICATIONS

The \$30,000 contribution by the Sault Youth Soccer Club supported the Enabling Accessibility Grant application which allowed the City to leverage \$46,500 in funding towards the expansion of the parking lot and pathways at Strathclair.

Public Works and Engineering Services will provide in-kind service of approximately \$25,000 for site preparation and installation of the equipment. The cost of this work will be accommodated within their existing budget and was approved at the July 18, 2016 City Council meeting.

STRATEGIC PLAN / POLICY IMPACT

This item is not specifically identified in the Corporate Strategic Plan. The City of Sault Ste. Marie Multi Year Accessibility Plan identified barrier removal at the Strathclair Sports Complex.

RECOMMENDATION

It is therefore recommended that Council take the following action:

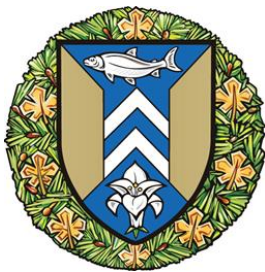
“Resolved that the report of the Manager of Recreation and Culture dated 2017 05 08 concerning Sault Youth Soccer Club Agreement be received and Council authorize staff to enter into an agreement with Sault Youth Soccer Club in reference to their financial contribution in the amount of \$30,000 towards the purchase of materials and labour to expand the parking lot and pathways at Strathclair Sports Complex to improve accessibility.”

“The relevant By-law 2017-81 appears elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



Virginia McLeod
Manager of Recreation and Culture
705.759-5311
v.mcleod@cityssm.on.ca



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

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Stephen Turco, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: Trans Canada Trail – Great Lakes Waterfront Trail – Signage Installation

PURPOSE

The purpose of this report is to seek Council's approval to utilize existing Hub Trail funding to install signage along a series of routes that form part of the City's portion of the Trans Canada/Great Lakes Waterfront Trail.

BACKGROUND

In November 2013, City Council endorsed that the John Rowswell Hub Trail, as well as the recommended east, north and west cycling routes be recognized as forming part of the Trans Canada Trail (TCT). This endorsement establishes a Sault Ste. Marie linkage along this national trail system, and facilitates funding opportunities for trail implementation locally.

Subsequent to the 2013 endorsement, staff submitted an application to the Trans Canada Trail, to formally recognize these routes as part of the national trail system. In 2014, The John Rowswell Hub Trail, as well as extensions to the east and west City limits were formally adopted by Trans Canada Trail as being part of the national system. The north route will be considered in the future, because at present, there is no proposed trail system north of the City.

Concurrent to the Sault Ste. Marie TCT designation, work commenced to investigate the feasibility of a cycling route between Sault Ste. Marie and Sudbury. The concept of the Sault to Sudbury cycling route was envisioned by a number of local cycling enthusiasts, and started to garner interest across the communities along the Lake Huron north shore.

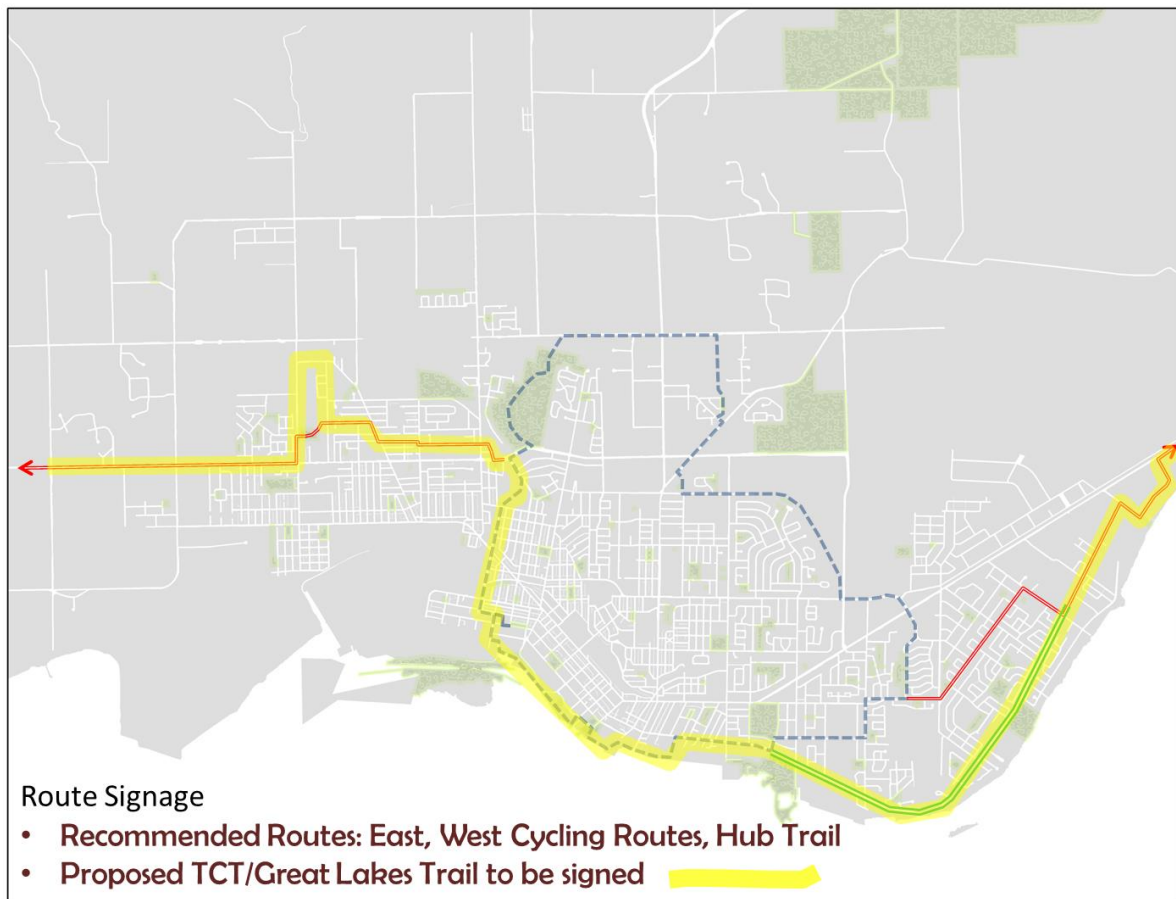
In 2011, Tourism Sault Ste. Marie established a volunteer working group to determine next steps and in 2012, a study was commenced by the working group investigating route options, feasibility and economic impacts. The study was released in 2013.

During the course of the study, the working group reached out to the Waterfront Regeneration Trust (WRT) to help facilitate engagement and local buy-in from the communities and First Nations along the north shore route. WRT is a registered charity with 20 years' experience working with community partners to regenerate waterfronts across the province through trail development, in an effort to link communities by-way of regional and provincial trail networks.

Upon conclusion of the study, WRT was asked to serve as a co-ordinating agency and assume responsibility for partnership development and implementation of the trail network from Sault Ste. Marie and Sudbury. This trail will serve both as a provincial trail, now being referred to as the Great Lakes Waterfront Trail (GWLT), and a national trail, forming part of the Trans Canada Trail.

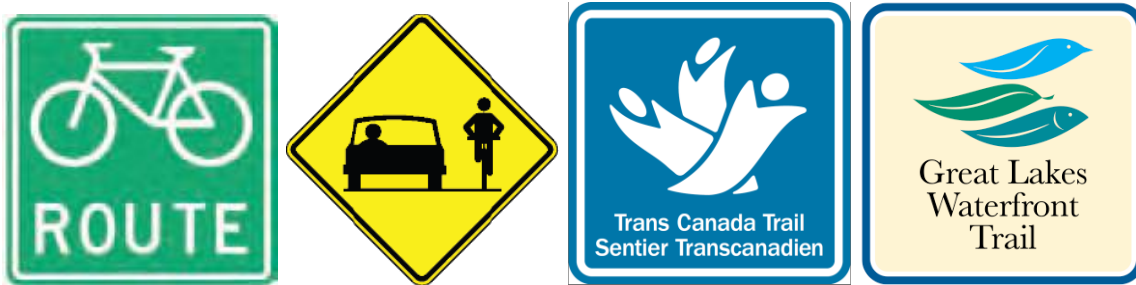
ANALYSIS

In Sault Ste. Marie, the city's portion of the Great Lakes Waterfront Trail aligns, by and large, with the previously recommended Trans Canada Trail (east and west routes), as well as the southern and western legs of the Hub Trail network (see map below).



Portions of the proposed GLWT deviate from the recommended Trans Canada Trail routes because of the WRT's mandate to locate trails within close proximity to the waterfront, and because in some areas, there is missing infrastructure to establish the recommended route.

To implement the City's section of the TCT/Great Lakes Waterfront Trail, WRT has requested that TCT/GLWT branding signs be installed along this route. Previous route studies, completed by City staff, also recommends bike route identifications signs, share the road signs, and directional signs.



Signage is recommended at approximately 81 locations along the route. WRT has requested that the signage be installed by June 9th, 2017, which corresponds with a “grand opening” event planned by WRT. Attendees for the event will include the Minister of Tourism, Culture and Sport, as well as representatives from the other partner municipalities from along the route.

To facilitate the installation, signage will be sourced from a local sign fabricator, and installed by the City's PWT staff. Staff has indicated that they can install the signs this summer, however, it will be difficult to install all 81 signs by the June 9th grand opening.

In an effort have signage installed for the grand opening, staff will coordinate with WRT to identify key locations that will be used during the event, and ensure signage is installed at those locations. The remaining signs will be installed as PWT workload permits.

FINANCIAL IMPLICATIONS

The estimated cost to install the recommended signage is approximately \$37,500. This cost includes the cost to fabricate the signs, installation, as well as a 12% contingency allowance.

WRT has provided a commitment of \$5,000 to be used for signage production for the Sault Ste. Marie TCT/GLWT (see attached).

Staff is recommending funding the remaining costs of the project from previously approved funds. In 2011, Council approved the use of \$65,000 from the Hub Trail Reserve for signage along the Hub Trail. At present, there remains \$31,000

unspent from this project. In addition, in 2014, City Council approved a further request of \$10,000 from the Hub Trail Reserve, to be used for cycling signage.

STRATEGIC PLAN / POLICY IMPACT

The implementation of the City's Active Transportation network contributes to the Corporate Strategic Plan's goal of enhancing quality of life.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2017 05 08 be received, and that Council authorize the re-allocation of \$41,000 of previously approved funding to implement the Trans Canada Trail/Great Lakes Waterfront Trail, as described in this report.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Stephen Turco', is positioned above the printed name.

Stephen Turco, RPP

Senior Planner

705.759.5279

s.turco@cityssm.on.ca

ST/ps

Attachment(s)

Steve Turco

From: David Meyer <projects@wrtrust.com>
Sent: Tuesday, February 14, 2017 11:59 AM
To: Steve Turco
Cc: Marlaine Koehler
Subject: LHNC Signage in Sault Ste Marie

Hi Steve,

WRT is willing to contribute \$5000 towards sign production in Sault Ste Marie for the LHNC route project, which approximately reflects the budgeted cost for Laird Signs to produce the same. We will need to be included in the design process via a shared right to approve final designs for signage to ensure that the GLWT and TCT markings are appropriately represented. Signage guidelines including the pantone colours for the GLWT blazes, and GLWT and TCT sign artwork have been provided previously. I've also included the pantones for the TCT blazes in the originating e-mail of this chain. Please let me know if you require this information again to expedite the process.

Laird Signs already has signage production for most of the communities along the LHNC route well under way (inventory for some communities is ready to be delivered). Timing on this has become urgent if signs are to be installed in advance of the launch on June 9th.

Please let me know if there is another time in advance of Thursday where we can briefly discuss this to ensure we're on the same page, and please advise us regarding the results of the meeting on Thursday to keep us looped in so we can be aware of next steps.

Thanks very much for the message.

Have a great day,

Dave

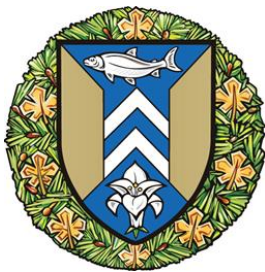
David Meyer
Project Coordinator
projects@wrtrust.com
www.waterfronttrail.org
(416) 943-8080



Waterfront Regeneration Trust

Like us on [Facebook](#)
Follow us on [Twitter](#)

On Feb 13, 2017, at 4:32 PM, Steve Turco <s.turco@cityssm.on.ca> wrote:



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Victoria Prouse, Project Coordinator, Downtown Development Initiative

DEPARTMENT: Community Development and Enterprise Services

RE: Active Transportation Infrastructure Implementation Strategy

PURPOSE

This report summarizes recent additions to the City's cycling network and recommends a strategy for implementing identified priorities from the Transportation Master Plan, Cycling Master Plan, and John Rowswell Hub Trail Spoke Study over the next four years. The proposed strategy identifies approximately 70 km of cycling infrastructure – including signage, cycling lanes, road diets, and multiuse paths – which would bring the City's total active transportation infrastructure network to over 90 km. If fully implemented, approximately 94% of the city's population would be within 800 m (a five minute walk) of an active transportation facility.

BACKGROUND

Construction of the John Rowswell Hub Trail began in 2006. Since its completion in 2009, it has become a source of considerable community pride and helped to shift the city's culture towards increased active living. The JRHT has created significant momentum in cycling in our city and has demonstrated support and enthusiasm for implementing additional active transportation infrastructure throughout the community.

Policy Context

The **Cycling Master Plan** (CMP) and **Transportation Master Plan** (TMP) are the primary guiding policies guiding active transportation (AT) infrastructure planning and development in Sault Ste. Marie. The CMP was approved by Council in 2007. It built on the success of the JRHT to broaden the scope of cycling infrastructure and increase the uptake of cycling for both recreation and utilitarian travel for new and experienced users.

The proposed network incorporates multiuse trails and signed on-street facilities including paved shoulders and cycle lanes. The TMP proposed a “Complete Streets” lens for road reconstructions with specific recommendations for road diets throughout the city. The Complete Streets design approach considers the needs and experience of pedestrians – the most vulnerable road users – and commits to accommodating all modes of travel within the right of way.

In January 2015, Council approved the **John Rowswell Hub Trail Priority Routes Study** as a basis for future cycling and Hub Trail improvements. The priority routes were developed based on community support for expanding the city’s cycling network beyond the existing Hub Trail circuit, identifying east, north, and westerly routes. An additional spoke was identified in the **Canal District Neighbourhood Plan**, which establishes pedestrian and cycling linkages between the James Street neighbourhood, Kina Awiiya Secondary School (formerly Etienne Brule School), the Machine Shop, Mill Market, and the waterfront boardwalk.

These priorities establish a strong framework and direction for implementing a robust cycling network in Sault Ste. Marie.

Existing Cycling Network



Figure 1 Existing Active Transportation Network

Overall, the city has 35 km of dedicated cycling facilities (27 km of multiuse trails and 8 km of cycle lanes). The following multiuse trails have recently been completed:

- Kina Awiiya (Etienne Brule) School (285 m)
- Strathclair Spoke (1.75 km)
- Queen Street Cycle Lanes (8 km)
- International Bridge Plaza (580 m) (Albert Street + Huron Street)

Municipal investment in AT infrastructure has sparked a renewed interest in cycling. Approximately 230 cyclists utilized the Queen Street bicycle lanes daily in August 2015 and over 57,500 individuals utilized the Bay Street Hub Trail corridor in summer 2016.

ANALYSIS

Cities across North America are adopting a more holistic approach to transportation, called “Integrated Mobility”. Instead of thinking about making travel most efficient for vehicles, the issue becomes refocused on how to move people from place to place in the most enjoyable, efficient, and sustainable manner. This concept acknowledges that every journey involves at least two modes of transportation. For example, an individual may drive downtown, park their vehicle and then walk to a specific store. Ensuring individuals have real choice in how they travel and providing clear linked networks between modes of transportation are primary objectives of integrated mobility strategies. Figure 2 shows the different components that contribute to an integrated mobility network, which is consistent with the key objectives identified in the Transportation Master Plan. This report deals specifically with active transportation as an essential pillar of achieving integrated mobility in Sault Ste. Marie.

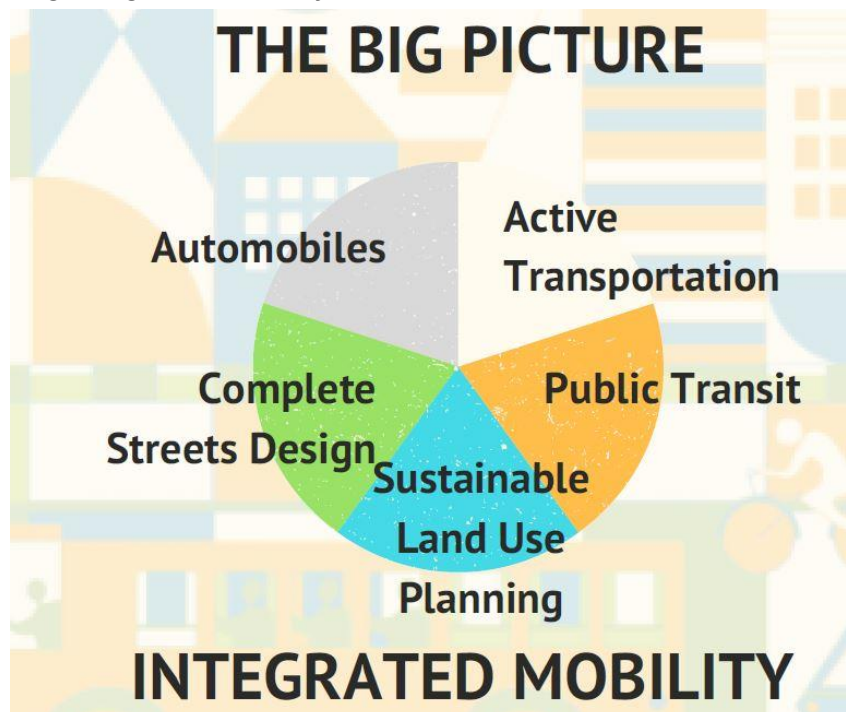


Figure 2: Integrated Mobility

Active transportation has multiple benefits, and municipal stakeholders and citizens are enthusiastic about prioritizing active transportation through infrastructure investments. Stakeholders identify continual improvement to the AT network as fundamental for retaining and attracting youth and increasing mobility for individuals lacking access to a vehicle. Active transportation also decreases our city's carbon footprint and fosters community cohesion and vibrancy, specifically in our downtown areas.

AT is being prioritized in municipal budgets and programming across Canada. Both Sudbury and Thunder Bay have dedicated funding for active transportation infrastructure (\$800,000 and \$250,000 respectively) and their Councils have committed to increasing the existing AT network on an annual basis. Sudbury and Thunder Bay provide additional funding for AT infrastructure through the Capital Works budget when a road is being reconstructed.

Though there has been significant progress in the development of cycling infrastructure over the past ten years, cycling continues to be a predominantly recreational activity, rather than a substitute for vehicular trips. Developing a base network will help to connect the east, west, and northern neighbourhoods in the city, and make it safer for individuals to commute via bicycle. The following sections identify infrastructure gaps and priority action items identified in Sault Ste. Marie's cycling policies. The following sections identify implementation priorities by type of AT facility.

a) Trans Canada Trail (21.8 km)

The Trans Canada Trail has partnered with the Waterfront Regeneration Trust to implement the Lake Huron North Shore Bike Route. This route aligns with East and West routes identified in the JRHT Priority Routes Study. Signage (as identified below) is required to formalize this route. These organizations can provide a small contribution to signage implementation, but they have requested the City contribute to this effort through a signage implementation program for the routes that would form part of the Lake Huron-North Shore section of the route. Public Works and Engineering will begin placing these signs this summer. A supplementary report on this agenda deals exclusively with this initiative.



Figure 3 Bicycle route signage

b) Potential New On-Road Cycle Lanes (21.3 km [42.6 km bi-directional])

The CMP identified a comprehensive network across the city that link key points of interest, employment, recreation, and residential areas by bicycle. The CMP identified a number of streets that would be easily retrofitted for bike lanes and the following routes were selected based on the objective of maximizing the number of users. The proposed cycling routes will help to implement the CMP's base network – a starting point for retrofitting our road network to be inclusive for cyclists:

Segment	Start	End	Street Type	Distance
Pine Street	Queen Street East	Northern Avenue	Arterial	3.3km
North Street	Wellington Street West	Mary Avenue	Collector	2.9km
MacDonald Avenue	Black Road	Pine Street	Collector	2.6km
Queen Street East	Sault Course Golf	Dacey Road	Collector	3.5km
Willow Avenue	McNabb Street	Northern Avenue	Collector	1.4km
Lake Street	Queen Street East	Village Court	Collector	2.3km
Korah Road	Wallace Terrace	Henry Street	Arterial/ Collector	2.3km
Willoughby Street/Wawanosh Avenue	Pine Street	Grandmont Crescent	Collector	1.6km
Goulais Avenue	Bonney Street	Second Line West	Collector	1.4km

Figure 4 Proposed Cycle Lanes

A design review of these eight roads is currently being completed in-house by Engineering Services. If recommended for approval, implementation will involve line painting and markings and possibly the removal of some on-street parking spaces, similar to what was done on Queen Street East.

c) Potential Road Diets (6.4 km)

The Transportation Master Plan identified several locations for further study that may benefit from a road diet. A 'road diet' involves reducing the number of under-

utilized vehicular travel lanes and reallocating space to other uses including on road cycling lanes. Road diets are effective at increasing the safety of cyclists.

The TMP identified potential road diets. The following road diet candidates have been identified as especially beneficial for cultivating the city's cycling network.

- Wellington Street East (Trunk Road to Texas Avenue)
- Wallace Terrace (Korah Road to Brookfield Avenue)
- Goulais Avenue (Second Line West to Korah Road)
- Bennett Boulevard (Texas Avenue to Boundary Road)

Road diets require an environmental assessment (EA) study to mitigate potential impacts of the proposed change. The EA for Bay Street has already been completed and recommended a multiuse path facility for implementation. The Northern Avenue EA is not yet complete, but the study is considering the feasibility of including a cycling facility in the final design.

d) Downtown Traffic Analysis

The TMP also recommended further investigation into the feasibility of converting the downtown street network from a one-way to two-way system. This project is also identified in the Downtown Strategy. An Environmental Assessment will be conducted to investigate the feasibility of this conversion based on how downtown streets can be configured to best accommodate cyclists and pedestrians and calm traffic.

e) Potential Multiuse Off-Road Paths (2.4 km)

Multiuse paths provide the highest level of safety and comfort for cyclists and pedestrians of all ages and abilities. The following potential multiuse paths are being recommended for study and conceptual design.

Huron Street Link: (approximately 400 m)

A multiuse path is required to facilitate safe travel along Huron Street, crossing Queen Street and Bay Street to meet the current trail terminus at Canal Drive. Staff will identify potential options for implementation.

James Street Link: (approximately 1.0 km)

The Canal District Neighbourhood Plan proposed a multiuse trail to address mobility and safety issues linking James Street with the rest of the Hub Trail network. Staff will identify an appropriate route for this connection and pursue the conceptual design of the trail.

Northern Community Centre/Korah Collegiate Link: (multiuse path approximately 700 m, total route is approximately 3.1 km)

Traffic on Second Line West is difficult for cyclists to navigate. An alternative route beginning at Peoples Road would reroute cyclists along Churchill Avenue to Sussex Road and Henry Street, providing a safer option. Design options to link Henry Street to the Northern Community Centre will be investigated. The Northern Community Centre is becoming an increasingly popular recreation destination. Combined with the McMeeken Centre and Korah Collegiate and Vocational School, there is an opportunity to significantly increase the number of people using active transportation to travel to this area.

Second Line Link: (approximately 100 m)

As part of the Second Line resurfacing project, Engineering staff are investigating the feasibility of adding a multiuse path between the Fort Creek terminus and Carmen's Way.

Carmen's Way Link: (approximately 180 m)

There is a gap in the Hub Trail network from Second Line West to White Oak Drive. The feasibility of replacing the sidewalk with a multiuse path will be investigated.

f) Cycling Amenities

Cycling amenities – specifically bicycle racks and public washrooms – are critical supplements to an expanded cycling network. These amenities increase user safety, comfort, and accessibility for both beginner and advanced riders. Secure and sheltered bicycle racks should be located at all community facilities and rest areas along the route. Public washroom facilities should be available for users at key locations along the Hub Trail.

Potential amenities should be reviewed and locations should be identified. As part of the Downtown Strategy, bike racks will be installed in the downtown core this summer. As part of the Black Road widening project, services will be extended into the Finn Hill parking area to facilitate a possible washroom facility. Staff will also work with the Conservation Authority to investigate best options for a washroom facility at Fort Creek Conservation Area.

g) Programming

Education, outreach, and programming are critical to successfully achieve modal shift and increase comfort and safety of all road users. These 'soft' initiatives complement the building of physical infrastructure; they help to normalize walking and cycling as transportation for people of all skill levels and for all types of trips and overcome perceived barriers to active transportation.

It is important for the City to lead AT outreach and programming initiatives. Current best practices in AT link programming and infrastructure development to

facilitating vibrant communities. Last summer's inaugural "Car Free Sunday" demonstrates how an event promoting active transportation can help achieve additional goals for the city, including bringing people downtown, encouraging the use of public space, encouraging healthy active living, and educating children and adults about safe cycling. The Sault Trails Advocacy Committee will also continue to provide opportunities to help cultivate a cycling culture in Sault Ste. Marie and advocate for sharing the road. The City will work with STAC to develop a "Bike Friendly Business" initiative which will encourage the private sector to promote active transportation in their organizations.

In particular, STAC is working with community organizations to deliver programming throughout the summer months that focus on increasing participation in cycling. These include the John Rowsell Hub Trail Festival, car free days, and guided rides. Information on future car free events will be forthcoming.

Cities across Canada are prioritizing active transportation by assigning a dedicated staff person to coordinate implementation, strategic planning, and programming related to active transportation and mobility. Both Sudbury and Thunder Bay have a dedicated active transportation coordinator.

IMPLEMENTATION

The following action items are recommended for implementation in the next 4 years. They address existing opportunities and challenges concerning the city's road network, cost efficiencies, user skill level, and user perception of comfort. In sum, they will transform our city's transportation network to be cyclist-friendly, and assist with shifting perceptions and attitudes towards cycling as a feasible substitute for vehicular travel. Figure 5 summarizes these initiatives and identifies a proposed implementation timeline and Figure 6 provides a visual.

Year	Project
2017	Commence installation of Trans Canada Trail signage
	Evaluate the viability of bike lanes on identified streets
	Complete Northern Avenue Environmental Assessment
	Install bike racks downtown
	Commence Downtown Traffic Environmental Assessment (potential two-way conversion)
	Second Line link study and implementation
2018	Environmental assessments for selected road diet projects
	Conceptual design of Huron Street, James Street, and Carmen's Way links
	Conceptual design of Northern Community Centre/Korah Collegiate link
	Complete Bay Street Reconstruction Project
	Create on-road cycling lanes based on 2017 evaluation
2019	Create cycling lanes as part of road diets as determined

Figure 5 Proposed Implementation Schedule

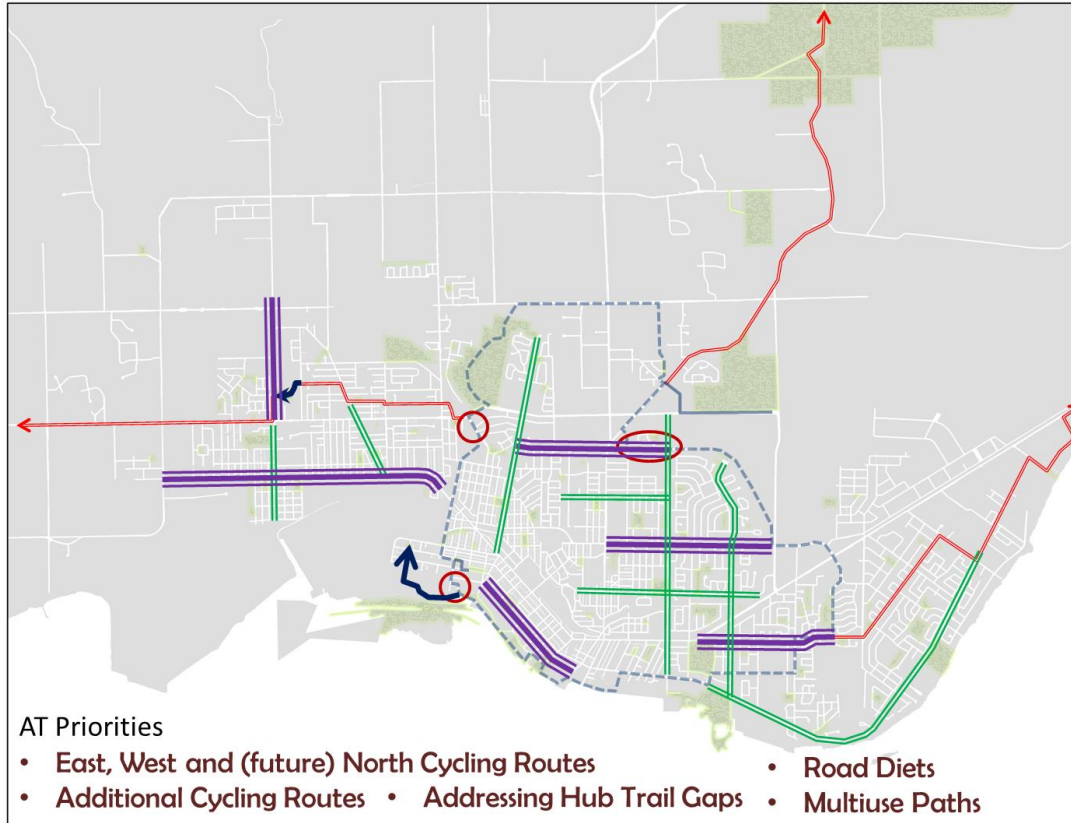


Figure 6 Active Transportation Implementation Plan

FINANCIAL IMPLICATIONS

Funding for projects in future years will be determined as part of future budget deliberations. All proposed projects are eligible for funding under the Federal Gas Tax Program.

Algoma Public Health has also provided approximately \$9,000 for installing bicycle racks and supporting programming efforts.

Designated cycling routes require a higher standard of maintenance than regular roads. All future budget requests will identify maintenance costs. It should be noted, however, that there is significant demand for additional human resources in Public Works and Engineering to ensure these facilities are maintained at a sufficient standard.

STRATEGIC PLAN / POLICY IMPACT

A robust active transportation network contributes to enhancing quality of life, a priority identified in the Corporate Strategic Plan. It reduces traffic congestion, improves air quality, and provides residents with opportunities for physical activity. It also increases accessibility to community destinations for individuals

lacking access to a vehicle. The recommendations in this report are also consistent with the goals and objectives identified in the Official Plan, Transportation Master Plan, and Downtown Strategy.

SUMMARY

This report identifies a four year active transportation infrastructure implementation plan that would yield the development of approximately 70 km of AT travel lanes. This incorporates signage, interior spoke routes, priority routes, Hub Trail enhancements, and cycling amenities. These projects will help make Sault Ste. Marie competitive among Ontario municipalities that have embraced active transportation to retain and draw people to the community. Cycling exhibits significant individual and community-wide benefits. Implementing these projects will be accompanied with opportunities for the community to provide input. This report is part of a larger effort to promote an 'integrated mobility' network in Sault Ste. Marie.

This report was prepared with the assistance of Public Works and Engineering Services.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Project Coordinator, Downtown Development Initiative dated 2017 05 08 be received as information and Council approve the proposed implementation strategy in principle.

Respectfully submitted,



Victoria Prouse, MPI, MSc
Project Coordinator
Downtown Development Initiative
705.759.5373
v.prouse@cityssm.on.ca

VP/ps

A group of people, including children and adults, are gathered on a paved path. Several bicycles are parked or lying on the ground. In the background, there is a wooden building with a sign that reads 'Prouse' and 'KINISWELL HUB TRAIL'. The sky is blue with some clouds.

Active Transportation Implementation Plan



John Rowswell Hub Trail

Sault Ste. Marie, Ontario, Canada

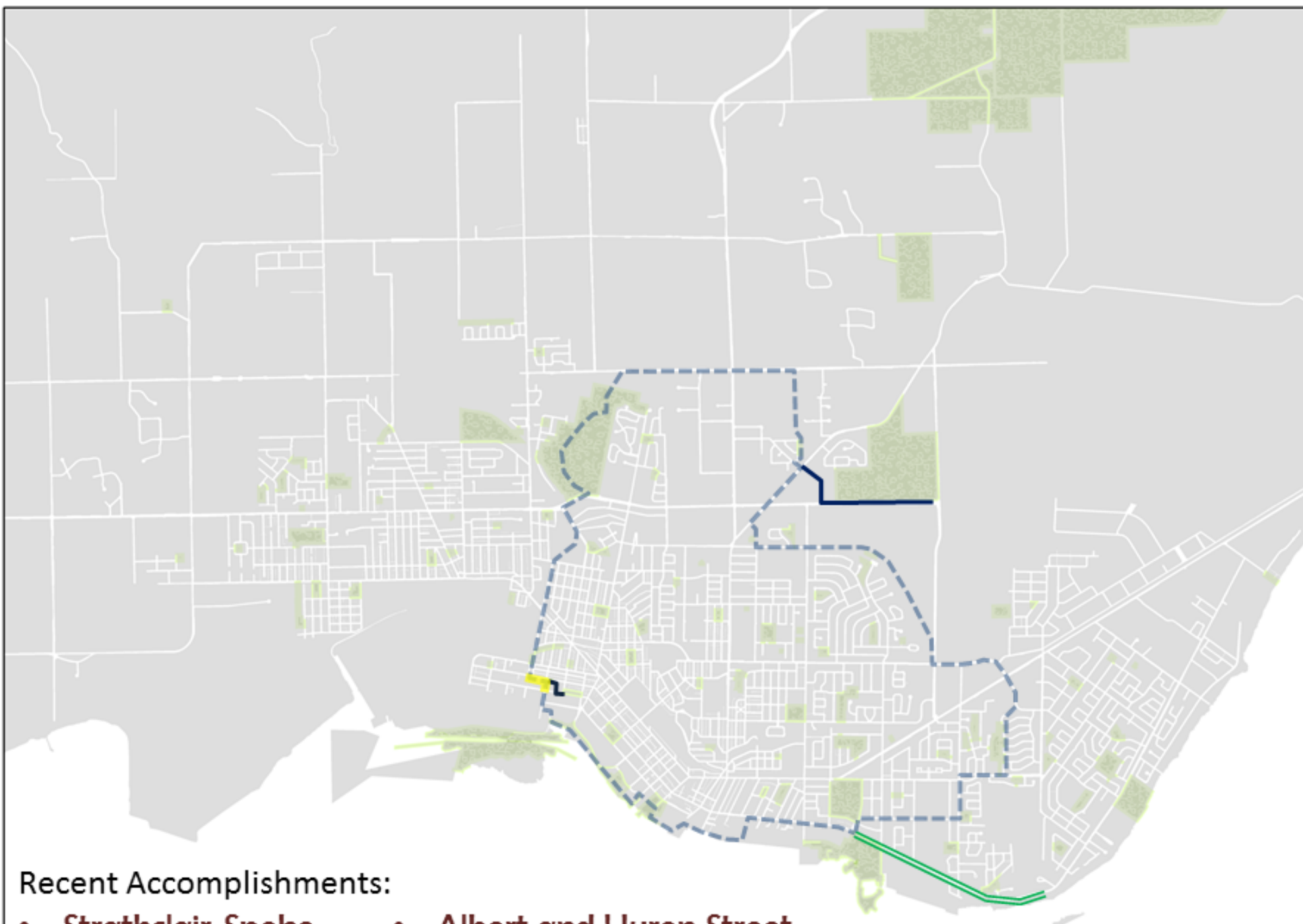


A 22.5km, multi-use, non-motorized trail offering you an interactive experience around one of Canada's oldest settlements.



GOAL: Make cycling a real alternative for utilitarian trips

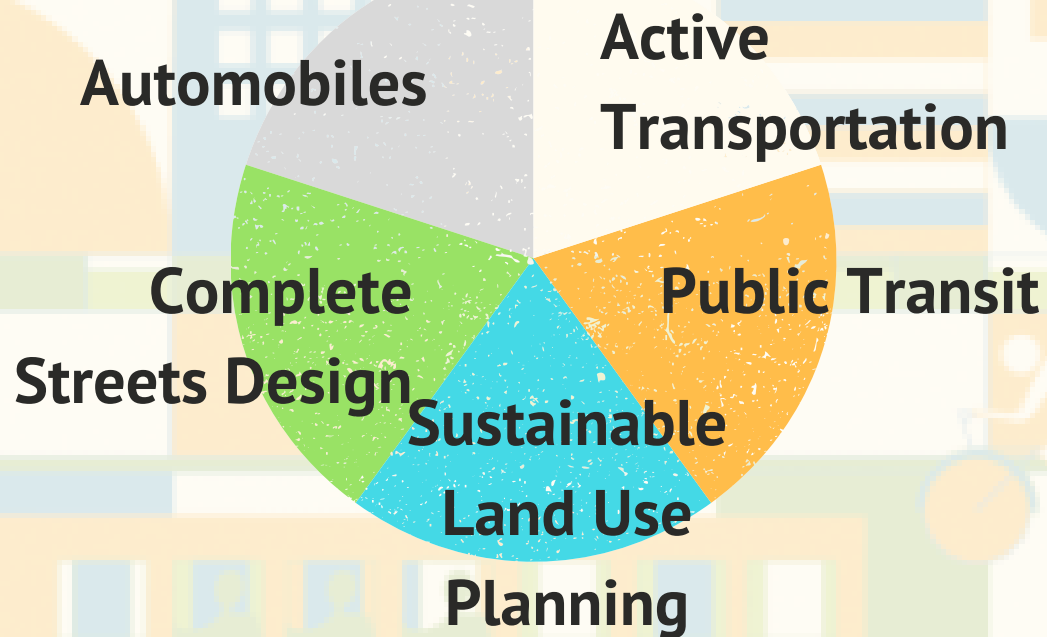




Recent Accomplishments:

- | | |
|------------------------------|----------------------------------|
| • Strathclair Spoke | • Albert and Huron Street |
| • Etienne Brule Spoke | • Queen Street Bike Lanes |

THE BIG PICTURE



INTEGRATED MOBILITY

Integrated Mobility and Community Vitality



Integrated Mobility and Public Health



Integrated Mobility and Social Equity

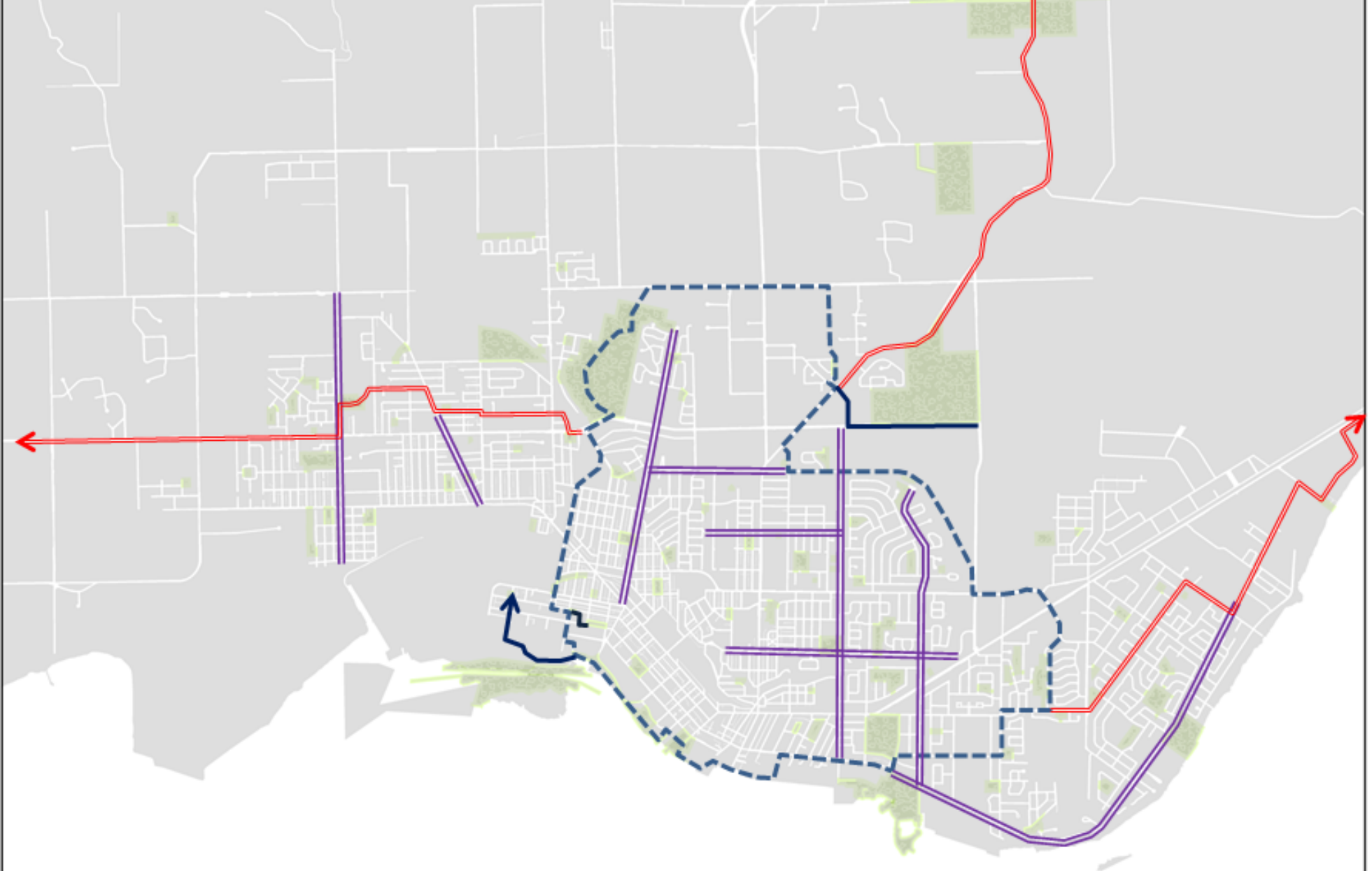


Implementation Plan

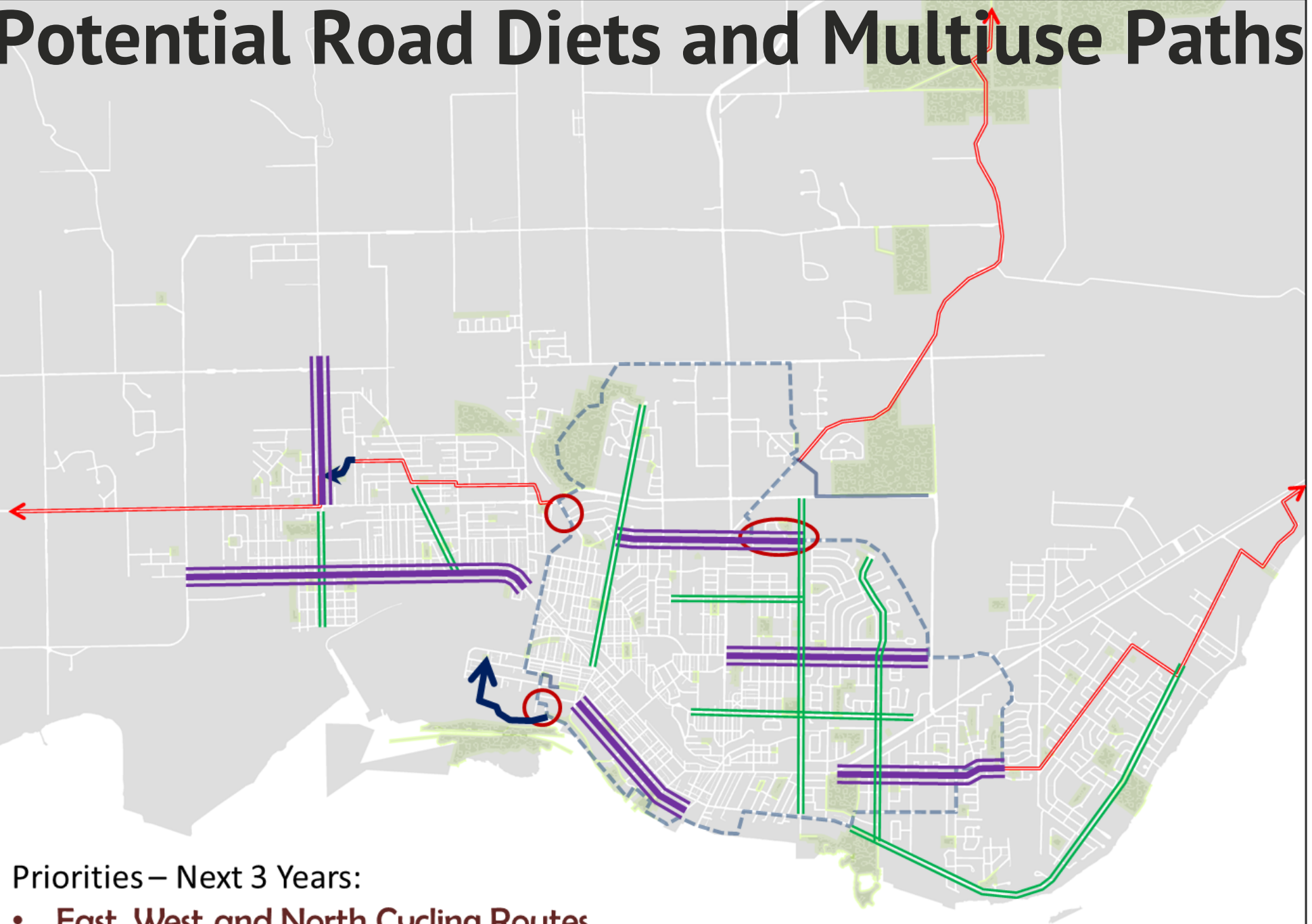
Trans Canada Trail - Lake Huron North Shore Bike Route



Potential New On-Road Cycle Lanes



Potential Road Diets and Multiuse Paths



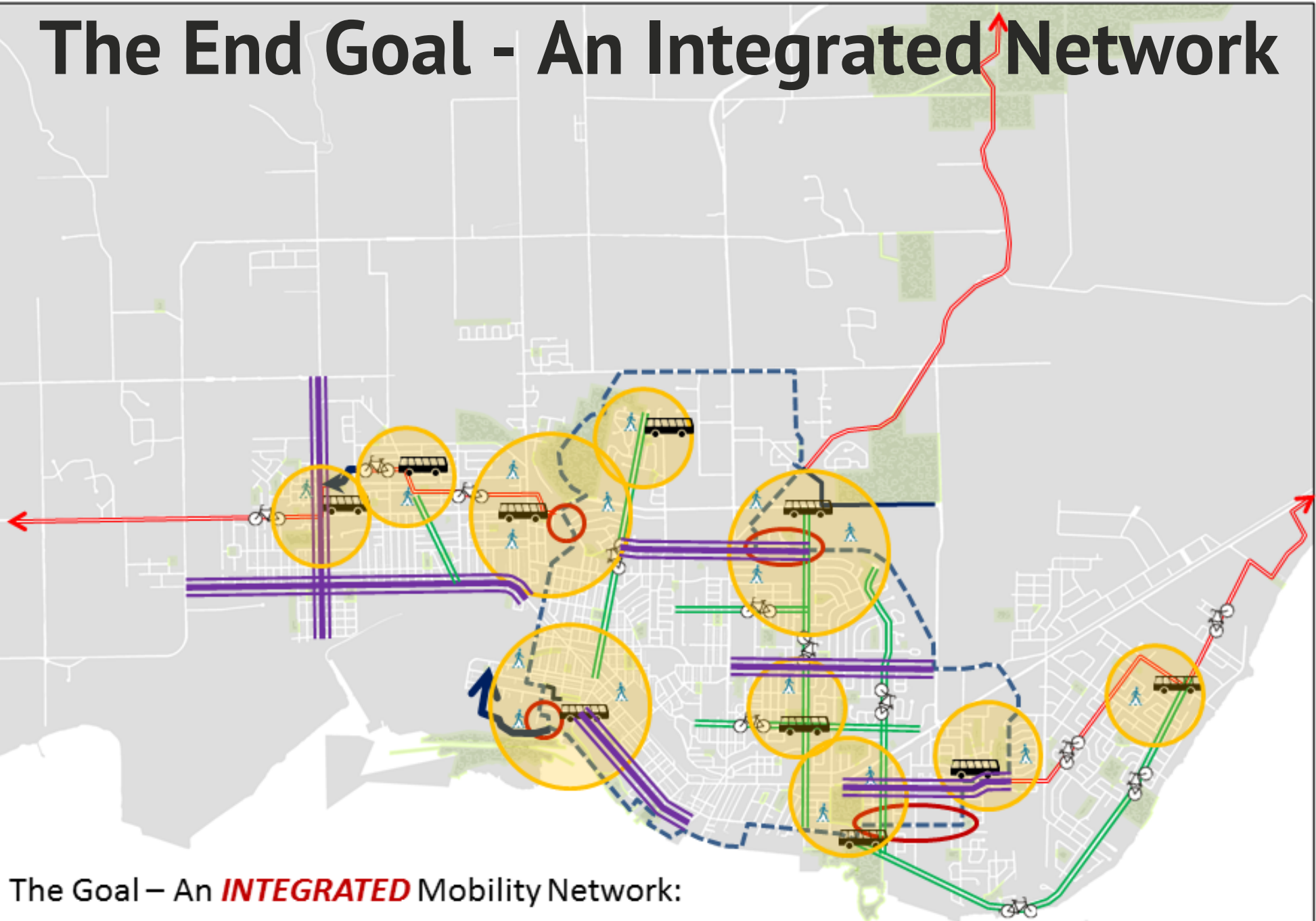
Priorities – Next 3 Years:

- East, West and North Cycling Routes
- Additional Cycling Routes • Addressing Hub Trail Gaps

Cycling Amenities



The End Goal - An Integrated Network



The Goal – An **INTEGRATED** Mobility Network:

- Where all parts of the City are linked through an interconnected system of walking, cycling and public transit

Programming Initiatives





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

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Catherine Taddo, P. Eng., Land Development and Environmental Engineer

DEPARTMENT: Public Works and Engineering Services

RE: East End Sewage Treatment Plant Primary Clarifiers and Bioreactor Engineering Services

PURPOSE

The purpose of the report is to request approval to retain Tulloch Engineering for completion of a settlement review at the primary clarifier and bioreactor at the East End Sewage Treatment Plant, and associated monitoring and investigations.

BACKGROUND

Council approved issuance of a Request for Proposal for the settlement review at the March 6, 2017 meeting. The scope includes Phase I surveys and investigations, Phase II geotechnical analysis, and Phase III recommendations of engineered solutions.

ANALYSIS

Three Consultants were requested by invitation to participate in the process. All three Consultants submitted proposals that were evaluated by City Engineering staff. Based on the proposal evaluation, it is recommended that the team of Tulloch Engineering, Golder Associates, and CIMA be retained at an upset fee limit of \$275,000 excluding HST.

FINANCIAL IMPLICATIONS / POLICY IMPACT

A budget allowance of \$250,000 excluding HST was originally estimated for the investigation to be funded from the sanitary sewer account. The recommended consultant's \$275,000 fee for the project can be accommodated within the annual emergency fund budget allowance.

It should be noted that the Consultant fee includes Phase I through Phase III tasks. These do not include provisions for contractor fees for items such as cleaning tanks, which will be better defined as the investigation proceeds.

Subsequent to the investigation, further engineering and potential construction may be required.

STRATEGIC PLAN / POLICY IMPACT

This report links to the Strategic Plan focus area or infrastructure, and specifically maintaining existing infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2017 05 08 concerning the East End Sewage Treatment Plant primary clarifiers and bioreactor engineering services be received, and that Tulloch Engineering be retained with an Engineering Agreement to be brought forward at a future Council meeting.

Respectfully submitted,



Catherine Taddo, P. Eng.
Land Development and Environmental Engineer
705.759.5380
c.taddo@cityssm.on.ca



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

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Yates Avenue – Additional Acre – Sale to 1753495 Ontario Limited

PURPOSE

The purpose of this report is to recommend to Council the sale to 1753495 Ontario Limited for one (1) additional acre of land on Yates Avenue in the Industrial Park abutting the four (4) acres of land which were previously purchased from the City.

ATTACHMENT

Attached as Schedule “A” is an aerial photograph of the subject site. Attached as Schedule “B” is a letter from Mr. Wayne St. Michael, potential purchaser.

BACKGROUND

Since 2000 the City has made available serviced industrial lands at a price of Twenty-Five Thousand (\$25,000.00) Dollars per acre. The intent was to market these lands to encourage industrial development. The City has delegated the marketing of these lands to the Economic Development Corporation. A precondition exists on the purchase of lands in the Industrial Park. Specifically, purchasers must undertake to construct a building of a minimum of 2,000 square feet within one year of purchase of the property. If the purchaser fails to build the building within the one year time period, the City may take back the sold property. Currently, the City holds approximately 60 acres of lands on Yates Avenue, available for sale. While the purchase price of Twenty-Five Thousand (\$25,000.00) Dollars per acre is relatively low, it should be noted that since 2000 very few purchasers have expressed interest in the same.

ANALYSIS

1753495 Ontario Limited from Blind River is expanding its operations in Sault Ste. Marie and purchased four (4) acres with the construction of a 3,600 square foot building on site. Once the deposit is received the City will be in a position to proceed with having the land surveyed and prepared for sale along with the sale of one (1) additional acre of land.

FINANCIAL IMPLICATIONS

If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. There would also be a tax benefit to the City.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the Legal Department will be directed to proceed with the sale of the subject property to 1753495 Ontario Limited and that By-law 2017-87 which authorizes the said sale to 1753495 Ontario will be found elsewhere on the Agenda.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/sp

Attachment

\\citydata\LegalDept\Legal\Staff\COUNCIL REPORTS\2017\Yates Avenue - Additional Acre - Sale to 1753495 Ontario Limited.docx





**1188163 ONTARIO LTD.
O/A MUNICIPAL WASTE & RECYCLING CONSULTANTS
Box 968 – 9 East Industrial Road
BLIND RIVER, Ontario
P0R 1B0
Phone (705) 356-4118
Fax (705) 356-0315**

January 16 2017

Attention: John Febbraro

We would like to purchase an additional acre of land on Yates Ave.

We are finding it extremely difficult to meet the requirements of the OBC in regards to reg. 9.10.7.1 (protection of structural steel members) in a cost effective manner.

When we original did site plan we opted for 5m from east property line which required 2 hr. fire rating on east wall. We never anticipated that steel structural columns would need to be fire rated as well.

So the east wall between steel columns is constructed to the 2 hr. fire rating but columns are not.

I never imaged it would be so difficult and costly to treat steel columns.

So if we were permitted to purchase an additional acre it would eliminate need for fire rating.

Senior Plans Examiner: Gary Schryer aggress that an additional 65' of frontage (1acre) would solve fire rating problem.

In addition to solving our fire rating problem the extra area behind building would give use sufficient space to put proper drainage ditch in.

When rain came in the fall back part of lot became very wet, unusable if not drained, with extra land to east of build we would be able to maintain drainage ditch that would benefit several properties on the street.

Thank You

Wayne St.Michel



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Child Care Algoma Lease Agreement

PURPOSE

The purpose of this report is to request Council's approval of a Lease Agreement (the "Agreement") between the City and Child Care Algoma (the "Tenant") to permit a play enclosure to be part of City property known as Part of Parkland Park.

BACKGROUND

On August 28, 2006 the City entered into a lease agreement with the Tenant for use of part of Parkland Park. The agreement has since expired and the Tenant still requires use of the space to carry out its operations.

ANALYSIS

In order for the Tenant to continue to use City property at Parkland Park, a lease agreement is necessary.

The Agreement fully indemnifies the City from and against all claims arising out of the Tenant's use of subject lands, and requires that the Tenant carry a minimum of Five Million (\$5,000,000.00) Dollars insurance in a form that is satisfactory to the City's Risk Manager.

FINANCIAL IMPLICATIONS

There is no significant financial impact. The Agreement provides for consideration in a nominal amount of One (\$1.00) Dollar.

STRATEGIC PLAN / POLICY IMPACT

This Agreement supports the Community Development element of the City's Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Child Care Algoma Lease Agreement

2017 05 08

Page 2.

By-law 2017-83 authorizing the execution of a Lease Agreement between the City and Child Care Algoma appears elsewhere on the Agenda and is recommended for approval.

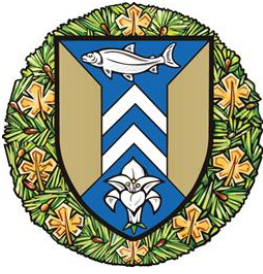
Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/md

\\citydata\\legal\\Staff\\COUNCIL REPORTS\\2017\\Child Care Algoma Lease Agreement.docx



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Superior 7 Advertising Licence of Occupation for 331 Queen Street East

PURPOSE

The purpose of this report is to seek City Council's approval for a new lease agreement (the "Agreement") between the City and Superior 7 Advertising Limited ("Superior 7") for the billboard sign located on a portion of the City's property at 331 Queen Street East.

BACKGROUND

The City entered into a lease agreement with Superior 7 on January 1, 2009 regarding use of part of 331 Queen Street East for advertising purposes. That lease was renewed on January 1, 2014. The new Agreement is required to account for changes in property taxation, the City's insurance practices, as well as for consistency.

ANALYSIS

The property is currently being used for a billboard sign.

Recent changes to the *Assessment Act*, R.S.O. 1990, c. A. 31 resulted in this property being taxed. In addition, the City has changed its requirements for insurance. The Agreement addresses both of these changes, including a Five Million (\$5,000,000.00) Dollar insurance requirement.

The Agreement can be cancelled at any time given six (6) months' notice.

FINANCIAL IMPLICATIONS

The Agreement provides that Superior 7 pay the City the sum of Nine Hundred (\$900.00) Dollars per year, plus H.S.T.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-84 authorizing the execution of a Licence of Occupation between the City and Superior 7 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/md

\\citydata\\legal\\Staff\\COUNCIL REPORTS\\2017\\Superior 7 Advertising Licence of Occupation.docx



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

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Susan Hamilton Beach, P. Eng. Director, PW

DEPARTMENT: Public Works and Engineering Services

RE: Ditching Program - 2017

PURPOSE

The purpose of this report is to inform Council of the proposed 2017 ditching program.

BACKGROUND

Each year the ditching program is reported to Council, for their information. This year it is proposed that the program include the re-ditching of approximately 10,656 metres of ditches to improve drainage along municipal roadways. Attached is the listing of the 2017 locations. The program represents approximately 2.08% of the total 512,000 meters of ditches maintained by the City. The budget for this program is \$180,000.

ANALYSIS

Typically, each year the program has been compiled from requests from Councillors, residents and staff. Budgetary constraints allow for a limited amount of work to be undertaken each year. It is necessary to prioritize the requests and normally not all requests can be accommodated. Prioritization of the list considers flooding issues as a much higher priority than cosmetic concerns. Some of the ditching requests may not be included on the final list due to physical constraints (lack of grade) in an area. The solution may require that a storm sewer be installed to address the drainage issues.

It is proposed that the ditching program commence May of this year with a completion date in October, 2017.

FINANCIAL IMPLICATIONS

The proposed program maximizes the assigned operational budget for ditching.

STRATEGIC PLAN / POLICY IMPACT

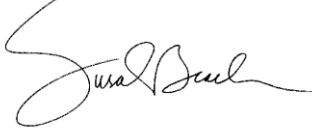
The ditching program is linked to the asset management, maintaining existing infrastructure component of the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated 2017 05 08 concerning Public Works 2017 ditching program be received as information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Susan Beach", written over a faint horizontal line.

Susan Hamilton Beach, P. Eng.

Director, Public Works

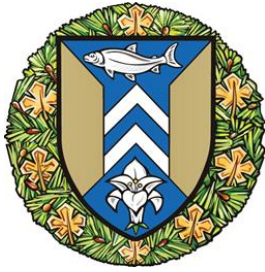
705.759.5207

s.hamiltonbeach@cityssm.on.ca

DITCHING PROGRAM - 2017

STREET	FROM	TO	METERS	DESCRIPTION
SUNNYSIDE BEACH RD.	CIVIC 757	OFFTAKE DITCH	120	SOUTH SIDE
SUNNYSIDE BEACH RD.	PUC POST 17105	PUC POST 17100	400	BOTH SIDES
AIRPORT RD	PUC POST 17225	PUC POST 17234	400	WEST SIDE
PARKELANE CRT	OFFTAKE DITCH	BACK OF CIVIC 24	150	NORTH SIDE
PARKEWOOD DR	CIVIC 77	CROSS CULVERT	180	WEST SIDE
PARKEWOOD DR	CROSS CULVERT 28	CIVIC 58	380	NORTH SIDE
BASE LINE	PARKEWOOD DR WESTERLY	113 PARKEWOOD DR	100	BOTH SIDES
AIRPORT RD	CIVIC 768	OFFTAKE,NORTH CIVIC 800	230	EAST SIDE
TOWN LINE RD	BRIDGE	CIVIC 656	300	EAST SIDE
TOWN LINE RD	TOWN LINE EAST	CIVIC 1661	250	SOUTH SIDE
TOWN LINE RD	CIVIC 424	CIVIC 382	250	EAST SIDE
LEIGH'S BAY RD	CIVIC 689	CIVIC 787	350	WEST SIDE
THIRD LINE W	LEIGHS BAY EAST	CIVIC 1390	190	NORTH SIDE
BROOS RD	SECOND LINE WEST	WILKS RD	130	WEST SIDE
ANDERSON RD	OFF TAKE DITCH	BACK OF CIVIC 76	100	NORTH SIDE
ANDERSON RD	SECOND LINE WEST	WILKS RD	200	WEST SIDE
THIRD LINE W	MOSS RD	CIVIC 462	200	NORTH SIDE
SECOND LINE WEST	BUS SHELTER	GRATE	125	SOUTH SIDE
ADMIRAL DR	CIVIC 5	GRATE CIVIC 3	30	WEST SIDE
GOULAIS AVE.	FOURTH LINE WEST	CIVIC 1013	940	WEST SIDE
BROADVIEW DR	CIVIC 108	CHIPPEWA ST	125	EAST SIDE
COOPER ST	KORAH RD	CENTRL CREEK DR	170	WEST SIDE
COOPER ST	CIVIC 661	CENTRAL CREEK DR	260	WEST SIDE
ROSSMORE RD	MOSS RD	ROSSMORE RD	190	WEST SIDE
LANGDON RD	CIVIC 212	CIVIC 212	10	NORTH SIDE
HILLSIDE DR	CIVIC 77	GRATE	75	NORTH SIDE
EAST DUNROBIN BAY	EAST DUNROBIN BAY	WEST DUNROBIN BAY	75	NORTH SIDE
GREENFIELD DR	FROM GRATE	REAR OF PROPERTY	60	EAST SIDE
PEOPLES RD	CIVIC 1574	CIVIC 1540	470	EAST SIDE
GLENGARY GATE CRES.	CIVIC 136	CROSS CULVERT	205	NORTH SIDE

OLD GARDEN RIVER RD	CIVIC 69	6M PAST CROSS CULVERT CIVIC 1364	134	WEST SIDE
BLACK RD	CIVIC 722	CIVIC 686 DRIVEWAY	100	EAST SIDE
GREAT NORTHERN RD	OVERPASS RAILWAY	FIFTH LINE	320	EAST SIDE
OLD HWY 17 N	OLD HWY 17 N	UNDERPASS GREAT NORTHERN RD	240	EAST SIDE
FIFTH LINE E	BRIDGE	WEST OF CIVIC 523	115	SOUTH SIDE
FOURTH LINE E	OLD GOULAIS BAY RD	CROSS CULVERT CIVIC 143	250	NORTH SIDE
FOURTH LINE E	CIVIC 235	CIVIC 311	324	SOUTH SIDE
DRIVE IN RD	GREAT NORTHERN RD	INDUSTRIAL PARK CRES	357	NORTH SIDE
INDUSTRIAL CRT B	CIVIC 165	OFFTAKE WHERE NEEDED	150	NORTH SIDE
PANORAMIC DR	CIVIC 43	CIVIC 63	65	WEST SIDE
PELICAN DR	CIVIC 34	CIVIC 72	120	NORTH SIDE
TERRANCE AVE	CIVIC 213	CROSS CULVERT	20	SOUTH SIDE
LAURENTIAN DR	CIVIC 56	GREAT NORTHERN RD	205	NORTH SIDE
LESLIE ST	MARWAYNE AVE	WILLOUGHBY AVE	200	WEST SIDE
ALBION ST	MARWAYNE AVE	WILLOUGHBY AVE	200	WEST SIDE
CALEDON ST	MARWAYNE AVE	WILLOUGHBY AVE	200	WEST SIDE
BOEHMER BLVD	MARWAYNE AVE	WILLOUGHBY AVE	200	EAST SIDE
MARWAYNE AVE	BOEHMER BLVD	CALEDON ST	76	NORTH SIDE
MARWAYNE AVE	LESLIE ST	ALBION ST	75	NORTH SIDE
ANNA ST	CIVIC 151	ADELINE AVE	240	EAST SIDE
WILLIAMS ST	CIVIC 93	GRATE	60	NORTH SIDE
GIBBS ST	CIVIC 158	ROBIN ST	30	NORTH SIDE
EASTERN AVE	CIVIC 90	GRATE AT SOUTH MARKET ST	90	WEST SIDE
ROYAL YORK BLVD	CIVIC 96	CIVIC 42	220	NORTH SIDE
		TOTAL	10656	



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

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Stephen Turco, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-5-17-Z.OP – 1025 McNabb Street – Site Plan Control Designation

PURPOSE

The purpose of this report is to request Council's approval to designate the subject property as an area of Site Plan Control

Subject Property:

- Location – Located on the south side of McNabb Street, at the intersection of McNabb Street and South Market Street. Civic Number 1025 McNabb Street.
- Size – Irregular shape; Frontage (South Market Street): approximately 116m (380'); Depth: 243m (797'); Area: 3.14ha (7.75 acres).
- Present Use – Easterly portion – Propane Depot, remainder of property - Vacant
- Owner – Dick's Garage Limited

BACKGROUND

At the April 10, 2017 Meeting, the applicant, Dick's Garage Limited, requested Council approve re-designating and rezoning the subject property to permit a combination of commercial and industrial uses. The purpose of the April 10, 2017 application was to facilitate a stand-alone Hyundai dealership, and to allow for future commercial and industrial development.

In support of this application, Planning staff recommended, as a condition of approval, that the property be designated as an area of Site Plan Control (SPC). SPC is used to regulate the physical development of the site, including the layout of the buildings, the location of access points, the provision of landscaping, and stormwater management. This process is used for most large scale developments throughout the community.

Although described in the body of the report, the condition to approve the application subject to designating the property as an area of Site Plan Control, was not included in the recommendation. This report is being presented to rectify that omission.

ANALYSIS

Consultation

Planning staff has contacted the agent for the applicant to discuss this report. The agent has indicated that there are no concerns with designating the property as an area of Site Plan Control, as this condition was discussed during pre-application consultations with the agent and the applicant.

FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality as a result of this request.

STRATEGIC PLAN / POLICY IMPACT

This development proposal is not directly linked to the goals and objectives identified in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated May 8, 2017, be received, and that Council designate the subject property as an area of Site Plan Control.

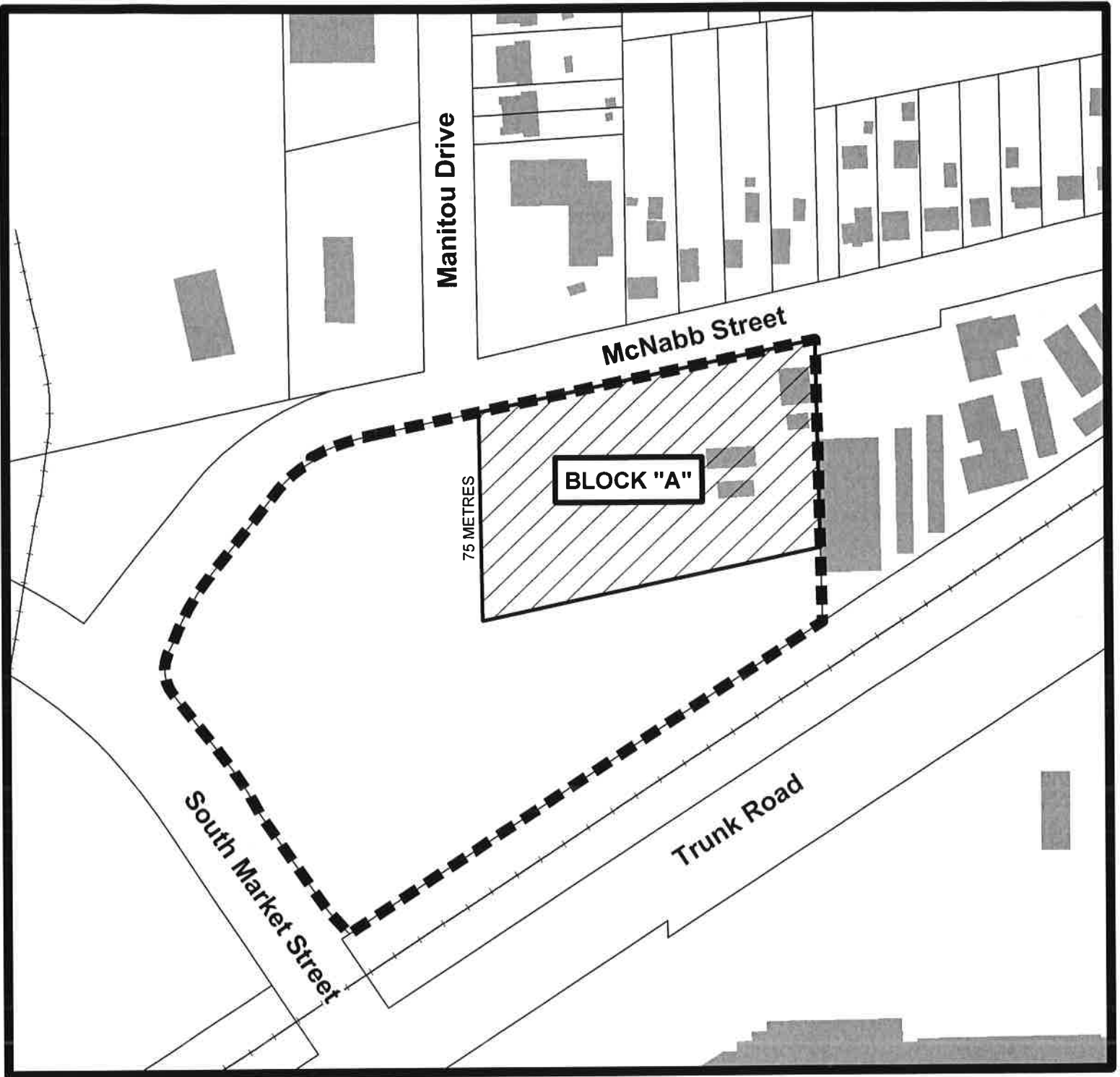
Respectfully submitted,



Stephen Turco, RPP
Senior Planner
705.759.5279
sturco@cityssm.on.ca

ST/ps

Attachment(s)



SUBJECT PROPERTY

PLANNING APPLICATION A-5-17-Z-OP
1025 MCNABB STREET

Legend



Subject Property = 1025 McNabb Street



Building Opening Restriction Area



METRIC SCALE
1 : 3700

ROLL NUMBER
030-005-009-00

MAP NUMBERS
31 & 1-34

MAIL LABEL
A-5-17-Z



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

COUNCIL REPORT

May 8, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-6-17-Z.OP – 677 MacDonald Avenue (2)

PURPOSE

The applicant is seeking Council's approval to permit a full range of commercial and light/medium industrial uses within the existing building on the subject property.

PROPOSED CHANGE

The applicant 677M Limited, is seeking Council's approval of an Official Plan Amendment to re-designate the subject property by way of a notwithstanding clause to the industrial policies, to permit the entire building to be occupied by commercial and/or industrial uses. Furthermore, the applicant is seeking to rezone the subject property from "M2.S-274" (Medium Industrial Zone with a Special Exception) to "M2.S-274" (Medium Industrial Zone with an Amended Special Exception) to increase the allowable commercial occupancy of the existing building, from 40% gross floor area to 100% gross floor area.

Subject Property:

- Location – Located on the south side of MacDonald Avenue, approximately 60m (197') west of its intersection with Black Road.
- Size – The rectangular shaped property has approximately 217m (712') frontage on MacDonald Avenue, with 57m (187') depth, totalling 1.08ha (2.69 acres)
- Present Use – Industrial Plaza/Commercial/Office
- Owner – 677M Limited

BACKGROUND

On April 24, 2017, Planning staff provided Council with a recommendation to deny the rezoning and Official Plan Amendment request. Council approved the application with the following Resolution:

A-6-17-Z.OP – 677 MacDonald Avenue (2)

2017 05 08

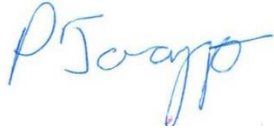
Page 2.

'Resolved that Application A-6-17-Z-OP – 677 MacDonald Avenue be approved in principle and brought to May 8, 2017 Council meeting.'

Official Plan Amendment By-law 2017- 91 and Zoning By-law 2017-92 appear elsewhere on Council's Agenda for approval.

No further actions are necessary to complete this approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'PTonazzo'.

Peter Tonazzo, RPP

Senior Planner

705.759.2780

p.tonazzo@cityssm.on.ca

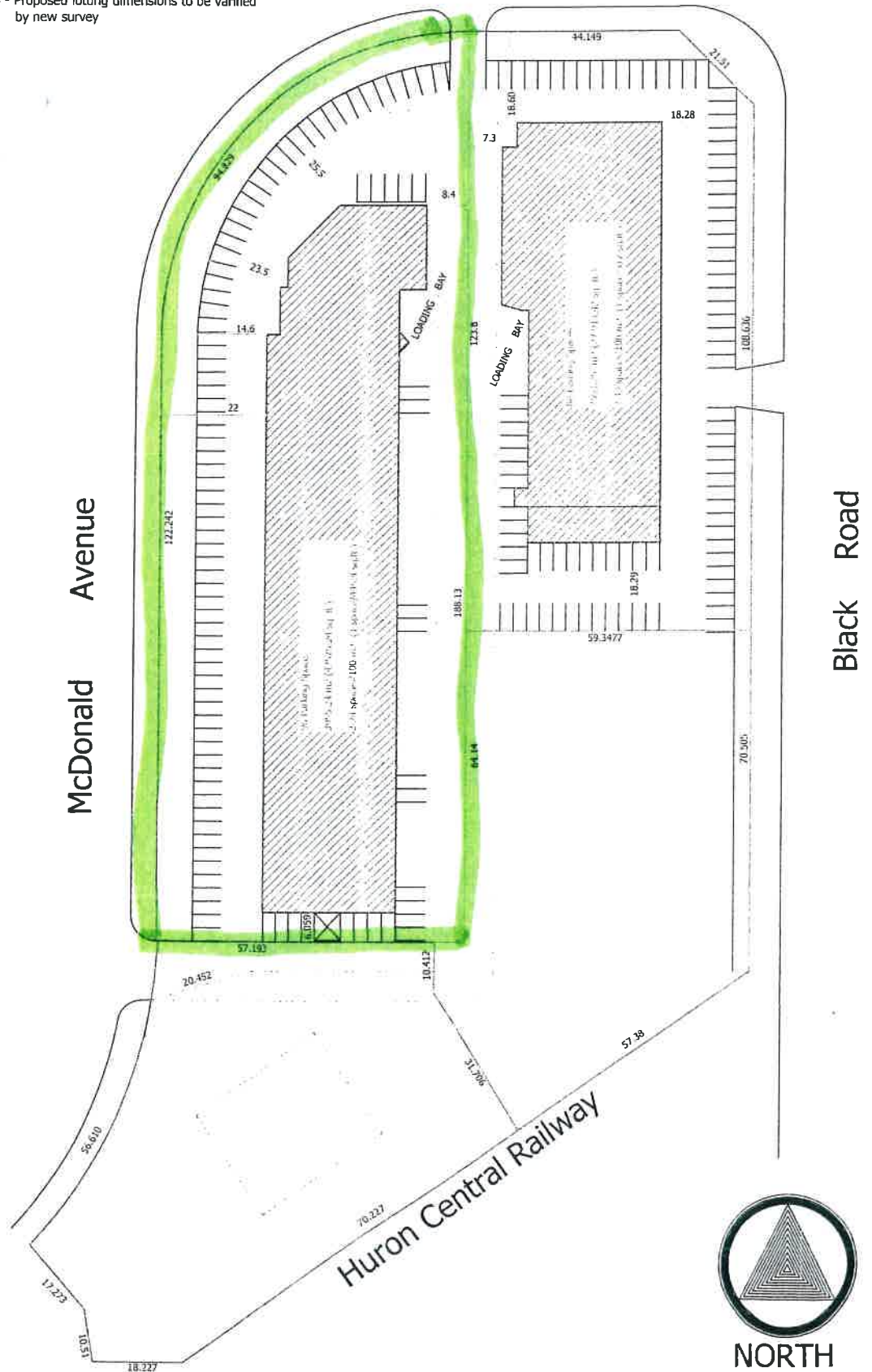
PT/ps

Attachment(s)

Planning Advisory Services

NOTE

- 1 - Dimensions taken from 1R8098 & 1R11097
- 2 - All dimensions to be verified by new survey
- 3 - Proposed lotting dimensions to be verified by new survey



**AMENDMENT NO. 219
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

This Amendment is an amendment to the text of the Official Plan as it relates to the Industrial Land Use Designation.

LOCATION:

PT LT 2 CON 3 St. Mary's PTS 3,4 & 13 1R11574. Civic no. 677 Macdonald Avenue.

BASIS:

This Amendment is necessary in view of the request to permit the up to 100% commercial occupancy within the existing building, whereas the subject property is currently designated 'Industrial' on Land Use Schedule 'C' of the Official Plan.

The proposal does not conform to the existing Industrial policies as they relate the to the subject property.

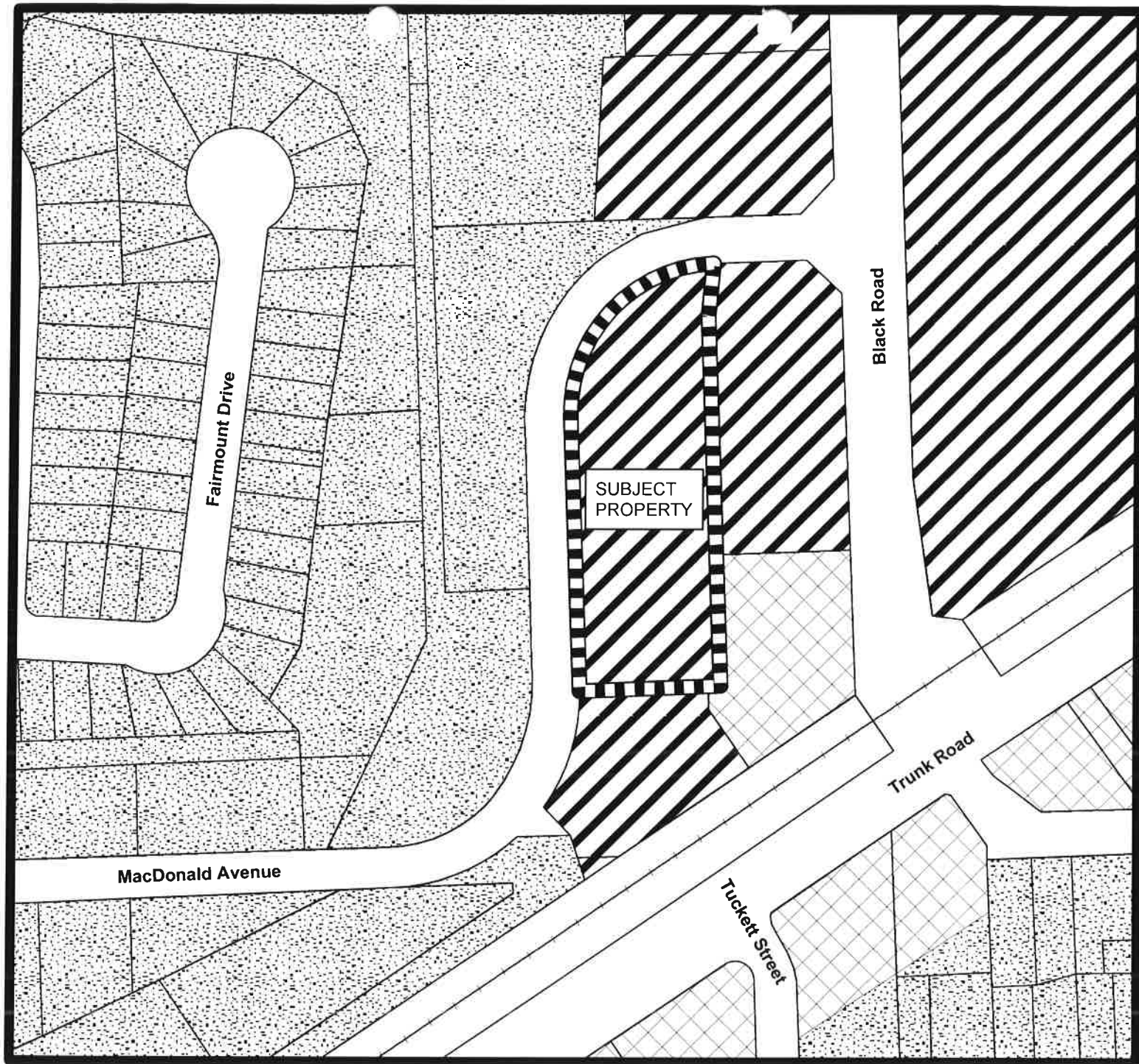
Council now considers it desirable to amend the Official Plan, by way of a notwithstanding clause to the Industrial Policies.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

147. Notwithstanding the Industrial Policies of the Official Plan, the lands described as PT LT 2 CON 3 St. Mary's PTS 3, 4 & 13 1R11574, civic no. 677 Macdonald Avenue, may include up to 100% commercial occupancy within the existing building.

INTERPRETATION

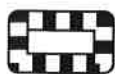
The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN LAND USE MAP

PLANNING APPLICATION A-6-17-Z-OP

677 MACDONALD AVENUE



Subject Property = 677 MacDonald Avenue

OP LAND USE DESIGNATION

LAND USE DESIGNATION



Residential



Commercial



Industrial

OFFICIAL PLAN
Schedule "C"
Amendment Number

219



METRIC SCALE
1 : 2700

ROLL NUMBER
030-011-025-02

MAP NUMBERS
30 & 1-33

MAIL LABEL
A-6-17-Z



2016 ORTHO PHOTO

PLANNING APPLICATION A-6-17-Z-OP
677 MACDONALD AVENUE



METRIC SCALE
1 : 2700

ROLL NUMBER
030-011-025-02

MAP NUMBERS
30 & 1-33

MAIL LABEL
A-6-17-Z

Legend



Subject Property = 677 MacDonald Avenue



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-6-17-Z-OP

677 MACDONALD AVENUE

Legend



Subject Property = 677 MacDonald Avenue



METRIC SCALE
1 : 2700

ROLL NUMBER
030-011-025-02

MAP NUMBERS
30 & 1-33

MAIL LABEL
A-6-17-Z



EXISTING ZONING MAP

PLANNING APPLICATION A-6-17-Z-OP

677 MACDONALD AVENUE



METRIC SCALE
1 : 2700

ROLL NUMBER
030-011-025-02

MAP NUMBERS
30 & 1-33

MAIL LABEL
A-6-17-Z

- | | | | |
|--|---|---|------------------------------------|
|  | Subject Property = 677 MacDonald Avenue |  | C4 - General Commercial Zone; C4hp |
|  | R2 - Single Detached Residential Zone; R2hp |  | M2 - Medium Industrial Zone; M2hp |
|  | R3 - Low Density Residential Zone |  | PR - Parks and Recreation Zone |
|  | R4 - Medium Density Residential Zone |  | S.# - Special Exception Zoning |

Ross Romano



Councillor, Ward 6

2017 05 08

TO: Mayor Christian Provenzano and Members of City Council

FROM: Councillor Ross Romano, Chair, Immigration Action Committee

Background

According to a 2016 Ontario Chamber of Commerce (OCC) membership survey, Ontario's costly skills gap is worsening. The survey found that 39 percent of employers were experiencing difficulty filling newly opened positions because they could not find a candidate with appropriate qualifications. Sault Ste. Marie is likewise experiencing a skills gap in many areas of its economy. Local employers are beginning to experience challenges in finding employees with the skills needed to sustain and grow their businesses. Recent demographics strengthen this anecdotal evidence; they reveal that Sault Ste. Marie is currently experiencing a declining labor force, primarily due to an aging population. In other words, the city's population growth is not keeping pace with the number of skilled workers that are expected to retire in the very near future. The skills gap is projected to worsen if action is not taken immediately to address this issue. Immigration of a skilled labour force is one way to remedy the situation and is a significant variable in the city's workforce development strategy. It should be noted that investment attraction potential is much greater in areas where a highly skilled and competent workforce exists.

Committee Process

The Immigration Action Committee (IAC) was formed in the fall of 2015 in order to examine the issue outlined above. The IAC is made up of the following individuals:

The Corporation of the City of Sault Ste. Marie
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5392 ~ Fax: (705) 759-2310
www.cityssm.on.ca ~ r.tyczinski@cityssm.on.ca

Name	Organization
Ross Romano (Chair)	City of Sault Ste. Marie
Jason Naccarato (Vice Chair)	Chamber of Commerce
Anshumali Dwivedi	Port of Algoma
Craig Chamberlin	Algoma University
Dan Hollingsworth	Sault Ste Maire Economic Development Corporation
Danny Krmpotich	City of Sault Ste. Marie
Karol Rains	Sault Community Career Centre
Malcolm White	City of Sault Ste. Marie
Mike Nadeau	DSSAB
Peter Tonazzo	City of Sault Ste. Marie
Ron Common	Sault College
Sean Haliday	City of Sault Ste. Marie
Sharon Mosker	Sault Community Career Centre
Steve Butland	City of Sault Ste. Marie
Tom Vair	City of Sault Ste. Marie

A series of meetings were held by the IAC to look at the best practices that were employed by other communities; whether Sault Ste. Marie had any shortfalls and if so, how we could remedy those. An environmental scan of the city was also conducted, a labour force analysis was initiated and the results were evaluated. According to statistics compiled by the Sault Ste. Marie Economic Development Corporation, the IAC made a startling discovery - it became apparent to the committee that Sault Ste. Marie will experience a labor force deficit of more than 3000 people within the next 5 years. The IAC conducted research into what was being done in the community today and flagged the lack of succession plans for current business owners as concerning.

Common Themes and Findings

Significant discussions were had by the IAC around the target of an immigration effort. The IAC researched campaigns employed by other communities to spur immigration, such as the “I (heart) Regina” marketing campaign that was initiated by the Mayor’s Office of that city in order to change people’s attitudes and improve the city’s self-image. It is said that the campaign had a tremendous positive effect on the city’s economic, cultural, social and environmental landscape. The IAC also considered how to appropriately and effectively attract immigration to Sault Ste. Marie. Its findings revealed that a combination of several factors were necessary such as economic opportunity, quality of life, and a warm and welcoming environment. Of these socioeconomic factors, acceptance and tolerance were key. The IAC acknowledges that there are some ongoing initiatives in the city to address the issue, however, there does not appear to be a coordinated effort. The IAC recognizes the support and hard work of the Local Immigration Partnership and organizations that are involved with the committee. However, it is the IAC’s recommendation that a common community team be appointed that works together to move this initiative forward.

The IAC identified several of the mechanisms and key players needed to execute this strategy. Professions North is seen as a key player in bringing landed immigrants to Sault Ste. Marie. However, the IAC noted a gap in legal services in the area of Immigration Law. Legal support is needed to remove barriers to entry and to streamline the immigration process. A strategy should be developed and implemented in order to create a “soft landing” for newcomers to the city.

An immigrant entrepreneurial program is also being considered for development by the SSMEDC linked to the Business Start-up Visa program for immigrants. However, an investment and entrepreneur concierge service is needed as most newcomers are unfamiliar with the common practices and procedures needed to move an idea or investment forward. Additionally, our post secondary institutions have a key role to play attracting international students to our community and have seen some success. This initiative should be supported to see further growth and expansion of international students studying in our community.

Barriers and Challenges

The IAC has identified several existing barriers and challenges. For example, there is a lack of legal professionals who specialize in immigration law in Sault Ste. Marie; a mechanism to help newly landed immigrants navigate the process and settle within the city is needed. Related to this, an absent support mechanism for newcomers was also identified by the IAC; Northern Ontario, in general, is not seen as desirable as the GTA, which can provide a cultural support system as a result of its multi-cultural cityscape. Unlike the GTA, Sault Ste. Marie is sometimes viewed as not providing a welcoming environment to international students and professionals who have immigrated to the city. The community needs to improve if we are to take steps in attracting newcomers and ensuring a positive experience.

The IAC also discovered during the course of its research that there are several initiatives related to the issue being developed by a variety of stakeholders within the community; however, they appear to be administered independently from one another. As a result, the IAC believes there may be some duplication of effort. Communications between stakeholders on the specific skills gaps and job opportunities have also not been clearly defined and contained within one common database; a mechanism to link newcomers to job opportunities locally does not currently exist. Lastly, perhaps one of the most important questions we need to ask is whether or not we have, or can put in place, the resources needed to execute this plan efficiently. If these resources are lacking, where and how does the community advance an immigration plan?

The IAC further examined current federal and provincial legislation/immigration programs and noted certain impediments created by each.

Recently the Federal government made changes to our national immigration policy via the Express Entry Program. While the said program provides for a more streamlined process to bring immigrants into Canada, the IAC highlighted a glaring problem with the program, via the Labour Market Impact Assessment (LMIA). The LMIA creates a barrier for employers to recruit skilled immigrant workers into our community. The IAC believes it is imperative that Council lobby the federal government to improve the LMIA by creating an employer friendly process that would simplify and remove the cost barriers associated with recruiting skilled immigrant workers to join local businesses.

The IAC further noted that the Ontario immigration model is largely Toronto/GTA centric and as such does not encourage immigrants accepted into Canada to look to our Northern communities as a destination to live, work and play. The IAC believes that a more regional based provincial immigration policy, like that employed in the Province of Manitoba, would help highlight the employment opportunities and quality of life benefits of relocating to Sault Ste. Marie.

Strategy Recommendations and Next Steps

The IAC recommends that resources need to be invested in solving this issue because ignoring it has widespread consequences for our community. A funding plan involving all three levels of government needs to be created and applications should be submitted via the Economic Development Fund (EDF), Northern Ontario Heritage Fund Committee (NOHFC), Ontario Trillium Foundation (OTF), and the Federal Economic Development Initiative for Northern Ontario (FedNor).

A recent success story highlights what is working in other regions. In the Region of Peel, a Rural Employment Initiative was launched to highlight job opportunities in rural Ontario. This program is a partnership of the Ontario Association of Community Futures Development Corporations with the Region of Peel and supported through the Trillium Foundation. It is intended to attract newcomers to job opportunities or entrepreneurship. Further analysis needs to be conducted for a comprehensive study of the skills gap including an inventory of both positions currently unfilled by skilled labour and those in jeopardy of being unfilled needs to be compiled.

In order to attract skilled newcomers to the city, a Sault Ste. Marie-related marketing campaign needs to be formulated and a “soft landing” or “concierge service” for newly arrived immigrants must be adopted. Resources will be required to hire professional immigration recruiters to attract newcomers to fill open positions within local businesses. A common task force will be required, that will outline a framework for which to move forward, work together, share resources, leverages skill sets, and reduce the occurrence of duplicate efforts. Further research and benchmarking must be done and best practices adopted locally. The IAC believes that strong buy-in from city leadership is needed; we must gain Council support for this initiative.

Execution Task Force Recommendations

The IAC recommends that a second phase task force be struck with participation from the organizations listed below to execute the deliverables identified:

City of SSM	Chamber of Commerce
Local Immigration Partnership	AWIC
EDC	CDC
SSMIC	Private Sector
Sault College	Sault Community Career Center
Algoma University	DSSAB

The following high level goals have been identified for the work in phase two:

1. Benchmark other communities and success stories; and
2. Explore a workforce development strategy engaging job seekers, employers and post-secondary institutions to affirm the skill requirements and the ability to fulfill these positions; and
3. Coordinate existing immigration attraction and support efforts that currently exist and are ongoing in the community; and
4. Apply for funding through the available programs at all three levels of government; and
5. Quantify and detail the current job opportunities and skill gap that exists in our community as well as forecast future need; and
6. Create a branding and awareness campaign to promote the opportunities and quality of life in Sault Ste. Marie, leveraging existing materials and creating new where gaps exist; and
7. Engage recruitment professionals who specialize in filling vacant positions that require specialized skills; and
8. Work with the SSMEDC to creation of an immigrant investment attraction and entrepreneurial program to remove barriers and create a support process and network; and
9. Creation of a newcomer support service which aims to connect newcomers with job openings in and business opportunities in our community.

Conclusion

To summarize, it is the belief of the IAC that in order to resolve the significant demographic challenges we as a community face, which have and will continue to deplete our skilled labour force and which have and will continue to affect our economy in Sault Ste. Marie; it is imperative that this Council adopt a policy combining lobbying efforts of the federal and provincial governments; and that we develop an immigration taskforce; and that we establish and promote a strong community effort to ensure that we not only attract immigrants/migrants to Sault Ste. Marie but that these persons will want to stay here, once they have arrived.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-81

AGREEMENT: (C3.17(3)) A by-law to authorize the execution of the Agreement between the City and The Sault Youth Soccer Club in reference to their financial donation in the amount of \$30,000 towards the purchase of materials and labour to extend the parking lot and pathways at Strathclair Sports Complex to improve accessibility.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated March 15, 2017 between the City and The Sault Youth Soccer Club, a copy of which is attached as Schedule "A" hereto. This Agreement is for improvements at Strathclair Sports Complex.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Schedule "A"

AGREEMENT

This Agreement made this 15th day of March, 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

THE SAULT YOUTH SOCCER CLUB

(hereinafter referred to as the "Sault Youth Soccer Club")

WHEREAS the City is the registered owner of parkland in the City of Sault Ste. Marie known as Strathclair Sports Complex, 639 Black Road (PLAN H735 LOTS 17A & 21), Sault Ste. Marie, ON hereinafter referred to as "Strathclair Sports Complex";

AND WHEREAS the City wishes to expand the parking lot and pathways at the Strathclair Sports Complex to improve accessibility;

AND WHEREAS the Sault Youth Soccer Club is a volunteer organization with a commitment to community service;

AND WHEREAS the Sault Youth Soccer Club has agreed to assist the City in the acquisition of materials by donating funds to the City for that purpose.

NOW THEREFORE the parties hereto agree as follows:

1. DONATION

The Sault Youth Soccer Club agrees to donate funds in the amount of Thirty Thousand (\$30,000.00) Dollars (the "Funds") to the City for the exclusive purpose of purchasing material and labour to expand the parking lot and pathways at Strathclair Sports Complex to improve accessibility (the "Improvements").

The City acknowledges having received the said Funds from the Sault Youth Soccer Club and will purchase the materials and labour required with said funds.

2. USE OF DONATION FUNDS

The City covenants and agrees to use the Funds solely towards the purchase of materials and labour for the Improvements at Strathclair Sports Complex and for no other purpose.

The City agrees warrants that the Improvements at the Strathclair Sports Complex will be completed no later than August 1, 2017.

The City acknowledges that the Sault Youth Soccer Club donated the funds for the purchase of materials and labour required to complete the Improvements and the Sault Youth Soccer Club does not make any representations or warranties as to the safety of the Improvements or its appropriateness for use by any members of the public.

3. INSTALLATION & MAINTENANCE

The City acknowledges and agrees that the purchase of materials and labour to complete the Improvements shall be the sole responsibility of the City.

The City acknowledges and agrees that all necessary maintenance of the Improvements shall be the sole responsibility of the City.

The City shall indemnify and save harmless the Sault Youth Soccer Club from and against all claims, however caused, or costs incurred from defending an action arising out of the installation, maintenance or the use of the Improvements by any person or persons who may take claim against the Sault Youth Soccer Club.

The parties hereto acknowledge and agree that if at any point in the future the Improvements becomes unfit for use, the City may remove and/or replace it at its sole discretion and expense.

4. APPRECIATION

The City agrees to purchase, install and maintain a plaque at the Strathclair Sports Complex of which material, design and word composition is agreeable to the Sault Youth Soccer Club acknowledging the generous donation of the Funds to the City.

5. DEFAULT

In the event of default by the City, the Sault Youth Soccer Club at its sole discretion and choosing can elect to meet with the City to discuss ramifications.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this 15th day of March, 2017.

THE SAULT YOUTH SOCCER CLUB

Per: Steve Mazucca
PRESIDENT – STEVE MAZUCCA

John Trevisan
TREASURER – JOHN TREVISAN

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

Per: _____
MAYOR – CHRISTIAN PROVENZANO

Per: _____
CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-82

AGREEMENT: (C3.17(3)) A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Slo-Pitch League for the donation of funds in the amount of Twenty Thousand (\$20,000.00) Dollars to the City for the exclusive purpose of purchasing material and labour to install lights on Slo-Pitch Field 'A' at the Strathclair Sports Complex.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 20, 2017 between the City and Sault Ste. Marie Slo-Pitch League, a copy of which is attached as Schedule "A" hereto. This Agreement is for the donation of funds in the amount of Twenty Thousand (\$20,000.00) Dollars to the City for the exclusive purpose of purchasing material and labour to install lights on Slo-Pitch Field 'A' at the Strathclair Sports Complex.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

AGREEMENT

This Agreement made this 20th day of April, 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

SAULT STE. MARIE SLO- PITCH LEAGUE

(hereinafter referred to as the "Sault Slo-Pitch League")

WHEREAS the City is the registered owner of parkland in the City of Sault Ste. Marie known as Strathclair Sports Complex, 639 Black Road (PLAN H735 LOTS 17A & 21), Sault Ste. Marie, ON hereinafter referred to as "Strathclair Sports Complex";

AND WHEREAS the City wishes to install lights on Slo-Pitch Field 'A' at the Strathclair Sports Complex;

AND WHEREAS the Sault Slo-Pitch League is a volunteer organization with a commitment to community service;

AND WHEREAS the Sault Slo-Pitch League has agreed to assist the City in the acquisition of materials by donating funds to the City for that purpose.

NOW THEREFORE the parties hereto agree as follows:

1. DONATION

The Sault Slo-Pitch League agrees to donate funds in the amount of Twenty Thousand (\$20,000.00) Dollars (the "Funds") to the City for the exclusive purpose of purchasing material and labour to install lights on Slo-Pitch Field 'A' at the Strathclair Sports Complex (the "Improvements").

The City acknowledges having received the said Funds from the Sault Slo-Pitch League and will purchase the materials and labour required with said funds.

2. USE OF DONATION FUNDS

The City covenants and agrees to use the Funds solely towards the purchase of materials and labour for the Improvements at Strathclair Sports Complex and for no other purpose.

The City warrants that the Improvements at the Strathclair Sports Complex will be completed no later than December 31, 2017.

The City acknowledges that the Sault Slo-Pitch League donated the funds for the purchase of materials and labour required to complete the Improvements and the Sault Slo-Pitch League does not make any representations or warranties as to the safety of the Improvements or its appropriateness for use by any members of the public.

3. INSTALLATION & MAINTENANCE

The City acknowledges and agrees that the purchase of materials and labour to complete the Improvements shall be the sole responsibility of the City.

The City acknowledges and agrees that all necessary maintenance of the Improvements shall be the sole responsibility of the City.

The City shall indemnify and save harmless the Sault Slo-Pitch League from and against all claims, however caused, or costs incurred from defending an action arising out of the installation, maintenance or the use of the Improvements by any person or persons who may take claim against the Sault Slo-Pitch League.

The parties hereto acknowledge and agree that if at any point in the future the Improvements becomes unfit for use, the City may remove and/or replace it at its sole discretion and expense.

4. APPRECIATION

The City agrees to purchase, install and maintain a plaque at the Strathclair Sports Complex of which material, design and word composition is agreeable to the Sault Slo-Pitch League acknowledging the generous donation of the Funds to the City.

5. DEFAULT

In the event of default by the City, the Sault Slo-Pitch League at its sole discretion and choosing can elect to meet with the City to discuss ramifications.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this 20th day of April, 2017.

THE SAULT YOUTH SOCCER CLUB

Per: _____
PRESIDENT – STEVE McEWEN

VICE-PRESIDENT – BEVERLEY BARBER

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

Per: _____
MAYOR – CHRISTIAN PROVENZANO

Per: _____
CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-83

AGREEMENT: (AG 61) A by-law to authorize the execution of the Agreement between the City and Child Care Algoma to permit a play enclosure to be part of City property known as Part of Parkland Park.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 25, 2017 between the City and Child Care Algoma, a copy of which is attached as Schedule "A" hereto. This Agreement is to permit a play enclosure to be part of City property known as Part of Parkland Park.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THIS LEASE made in duplicate this ²⁵ day of April, 2017 in pursuance of the *Short Form of Leases Act*.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "Landlord")

OF THE FIRST PART

- and -

CHILD CARE ALGOMA

(hereinafter called the "Tenant")

OF THE SECOND PART

WITNESSETH that in consideration of the covenants and agreements hereinafter reserved and contained, the parties agree each with the other as follows:

1. The Landlord hereby leases to the Tenant the land known as Part of Parkland Park being more particularly described as Part of Block 140, Plan M-402 and outlined in black on Schedule "A" attached hereto (the "Subject Lands").

To hold the Subject Lands commencing on the 1st day of May, 2017 and terminating on the 30th day of April, 2022 (the "Term").

To pay to the Landlord during the term, the sum of ONE (\$1.00) DOLLAR.

2. The Landlord hereby covenants and agrees with the Tenant for quiet enjoyment.
3. The Tenant hereby covenants and agrees with the Landlord as follows:
 - (a) to truly observe and fulfill the lawful provisions and requirements on all Statutes, Regulations, By-laws, Rules and Orders relating to the Subject Lands;
 - (b) not to assign, sublet or part with the possession of the Subject Lands or any part thereof without the written consent of the Landlord;
 - (c) to indemnify and save harmless the Landlord from and against any and all claims arising out of the Tenant's use of the Subject Lands including claims by the Tenant and including without limiting the generality of the foregoing, all claims for personal injury or property damages regardless of the cause and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon;

- (d) to cause the City to be added as an Additional Insured to its general liability insurance policies, insuring all claims for damage to property, personal injury, death, molestation, abuse, or any other losses or damages, both direct and indirect including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with this agreement in an amount not less than five million (\$5,000,000) dollars. Written proof of said insurance shall be provided to the City's Legal Department before the commencement of the Term. The Insurance Certificate shall be the CSIO Form and satisfactory to the City Risk Manager;
- (e) to use the Subject Lands only for the purpose of locating an enclosed play area.

4. It is hereby mutually agreed between the Landlord and Tenant as follows:

- (a) Either party may terminate this agreement upon six (6) months' written notice to the other party;
- (b) at the termination of this lease the Tenant may remove all the fixtures installed by it on the Subject Lands, all of which are hereby deemed to be its property and, in the event that any property belonging to the Landland is damaged as a result of any such removal, the Tenant shall pay to the Landlord such compensation as represents the fair actual cost of repairing the damaged property of the Landlord.

IN WITNESS WHEREOF the parties hereto have executed this lease as of the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

CHILD CARE ALGOMA



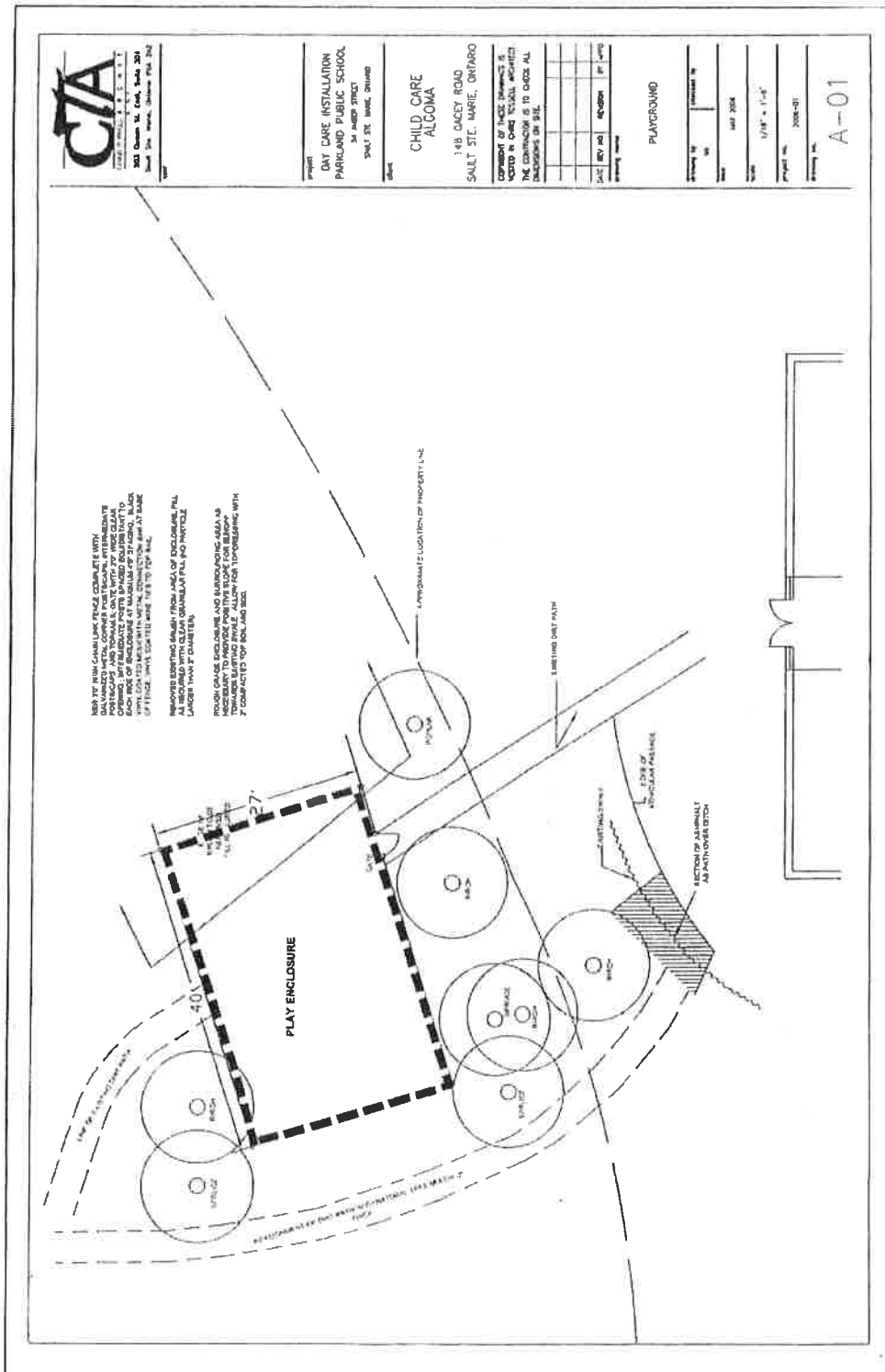
**CLAIRE LAFRENIERE – EXECUTIVE
DIRECTOR**

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-84

AGREEMENT: (AG65) A by-law to authorize the execution of the Agreement between the City and Superior 7 Advertising Limited for the billboard sign located on a portion of the City's property at 331 Queen Street East.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 27, 2017 between the City and Superior 7 Advertising Limited, a copy of which is attached as Schedule "A" hereto. This Agreement is for the billboard sign located on a portion of the City's property at 331 Queen Street East.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

LICENCE TO OCCUPY MUNICIPAL PROPERTY

THIS LICENCE made this 27 day of February, 2017.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(herein referred to as the "City")

- and -

SUPERIOR 7 ADVERTISING LIMITED
(herein referred to as the "Licencee")

The City grants to the Licencee the right to occupy the property of the City identified as follows: a portion of the road allowance next to 331 Queen Street East, City of Sault Ste. Marie, District of Algoma.

For the annual sum of Nine Hundred (\$900.00) Dollars plus applicable H.S.T. due January 1st of each year until cancelled. The Licencee agrees that failure to pay the amount authorizes the City to remove the sign at the Licencee's expense.

This agreement is granted for the purpose of locating one (1) advertising sign at the aforementioned location.

AND subject to the conditions set out in Schedule "A" attached hereto (which to the extent each condition is or becomes applicable the Licencee covenants to observe) for the annual period aforementioned until terminated as provided in Schedule "A" hereto attached.

In this Licence "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)

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SUPERIOR 7 ADVERTISING LIMITED

Per:

Name:

Position:

**I have authority to bind the
Corporation**

)
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)

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

Per:

MAYOR – CHRISTIAN PROVENZANO

CLERK – MALCOLM WHITE

ATTACHED TO AND FORMING PART OF A LICENCE TO OCCUPY MUNICIPAL PROPERTY AGREEMENT DATED FEBRUARY 27, 2017 AND MADE BETWEEN THE CORPORATION OF THE CITY OF SAULT STE. MARIE AND SUPERIOR 7 ADVERTISING LIMITED.

SCHEDULE "A"

This Licence is subject to the following conditions:

1. The City has no obligation to make any improvements or provide any maintenance to the property described in this Licence Agreement.
2. The City or the Licencee may cancel this agreement on giving six (6) months written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified.

CITY

City Solicitor
The Corporation of the
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

LICENCEE

Matt Patreau
Superior 7 Advertising Limited
1695 Trunk Road, R.R. #4
Sault Ste. Marie ON P6A 6X9

3. This Licence may not be assigned without the prior written permission of the City.
4. The Licencee will indemnify and save harmless the City from and against all claims including claims by the Licencee and including, without limiting the generality of the foregoing, all claims for personal injury or property damages regardless of the cause and from all costs, counsel fees, expenses, and liabilities incurred in or about such claim or any action or proceeding brought thereon.
5. Should any of the subject properties become taxable as a result of the City granting this Licence, the Licencee will be responsible for the payment of all taxes assessed.
6. The Licencee will not use or permit the use of the said land for any purpose other than the purpose herein set out.

7. Any increase in the annual sum payable by the Licencee shall be as agreed to by the parties. If no agreement is reached, the City is entitled to cancel this agreement in accordance with Clause 2 above.
8. The Licencee shall keep in force during the term hereof, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the subject lands in an amount not less than Five Million (\$5,000,000.00) Dollars and the Licencee shall have the City listed as an "Additional Insured". Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie.
9. Any predecessor to this Licence, specifically the Ground Rent Agreement dated January 1, 2014, is hereby void and replaced in its entirety by this Licence.

\\citydata\\legal\\Staff\\AGREEMENTS\\Superior 7 Licence\\331 QUEEN ST E AG-65\\Agreement, Feb 2017.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-85

TAXES: (T1.2) A by-law to provide for the adoption of recovery percentage for the 2017 taxation year.

WHEREAS Section 330 of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended provides that the Council of a local municipality may pass a by-law to establish recovery percentages for the 2017 Taxation Year;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie pursuant to the *Municipal Act*, as amended **ENACTS** as follows:

1. **RECOVERY PERCENTAGES**

The Municipal recovery percentages set out below are hereby adopted.

<u>Property Tax Class</u> <u>Retained</u>	<u>Tax Recovery</u> <u>Percentage</u>	<u>Retained</u> <u>Percentage</u>
Commercial	47.9400%	52.0600%
Industrial	65.3021%	34.6979%
Multi-Residential	57.1056%	42.8944%

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-86

AGREEMENT: (P3.4) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for the Public Transit Infrastructure Fund Phase One Transfer Payment Agreement.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated May 8, 2017 between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Public Transit Infrastructure Fund Phase One Transfer Payment Agreement.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

**PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT**

THIS TRANSFER PAYMENT AGREEMENT for the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) (the "Agreement"), made in quadruplicate, is effective as of the Effective Date (both "Agreement" and "Effective Date" as defined in section A.1.2 (Definitions)).

B E T W E E N:

Her Majesty the Queen in right of Ontario

as represented by the Minister of Transportation for the Province of Ontario

(the "Province")

- and -

The Corporation of the City of Sault Ste. Marie

(the "Recipient")

BACKGROUND

The Government of Canada announced in its Budget 2016 an investment of \$120 billion in infrastructure over 10 years, including \$60 billion in new funding for public transit, green infrastructure, and social infrastructure, to better meet the needs of Canadians and better position Canada's economy for the future.

The 2016 Federal Budget proposes to provide \$11.9 billion in transit infrastructure over five years, which includes funding under a new federal program entitled Public Transit Infrastructure Fund ("PTIF", as defined in section A.1.2 (Definitions)), to upgrade and improve public transit systems. Phase One of the PTIF commits approximately \$3.4 billion across Canada, to be distributed on the basis of transit ridership.

Canada (as defined in section A.1.2 (Definitions)) has agreed, under the PTIF and corresponding Bilateral Agreement (as defined in section A.1.2 (Definitions)) between Canada and Ontario, to provide up to \$1,486,680,000 for projects to help accelerate short term investments while supporting the rehabilitation of transit systems and fund studies to support longer term transit expansion plans in Ontario.

Under the Bilateral Agreement, the Province has agreed to identify projects, municipal and provincial, and be responsible for the transfer of PTIF funds to eligible municipalities pursuant to transfer payment agreements.

The Recipient has been allocated Maximum Funds (as defined in section A.1.2 (Definitions)).

The Recipient has applied to the Province for PTIF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions) and further described in Schedule “C” (Project Description, Budget and Timelines)), a public transit infrastructure project.

The Province has submitted, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project to Canada for approval.

Canada has approved the Project and agreed to provide PTIF funds for the Project.

The Agreement sets out the terms and conditions upon which PTIF funds, up to the Maximum Funds, will be provided to the Recipient for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties (as defined in section A.1.2 (Definitions)) agree as follows:

1.0 ENTIRE AGREEMENT

- 1.1 The Agreement, comprising of:
- Schedule “A” - General Terms and Conditions
 - Schedule “B” - Project Specific Information
 - Schedule “C” - Project Description, Budget and Timelines
 - Sub-schedule “C.1” - Program Funding Request
 - Schedule “D” - Reporting
 - Schedule “E” - Eligible Expenditures and Ineligible Expenditures
 - Schedule “F” - Evaluation
 - Schedule “G” - Communications Protocol
 - Schedule “H” - Disposal of and Revenues from Assets
 - Schedule “I” - Aboriginal Consultation Protocol
 - Schedule “J” - Requests for Payment and Payment Procedures
 - Sub-schedule “J.1” - Form of Request for Payment Form
 - Sub-schedule “J.2” - Form of Certificate from Recipient
 - Sub-schedule “J.3” - Form of Declaration of Sub-project Completion
 - Sub-schedule “J.4” - Form of Certificate from Professional Engineer
 - Schedule “K” - Committee
 - Schedule “L” - Public Transit Infrastructure Fund (PTIF) Attestation Form, and any amending agreement entered into as provided for in Article 3.0 (Amending the Agreement),

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

2.0 COUNTERPARTS

- 2.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING THE AGREEMENT

- 3.1 Subject to sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed below.

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges that:
- (a) by receiving Funds (as defined in section A.1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996* (Ontario) and the *Auditor General Act* (Ontario);
 - (b) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada; and
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
 - (c) although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities and benefits (together referred to as "Rights") undertaken or given to Canada in the Agreement, a third-party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement; and
 - (d) the Province and Canada, respectively, are not responsible for carrying out the Project.

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Transportation for the
Province of Ontario

Date

Name: Steven Del Duca
Title: Minister

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

Date

Name: Christian Provenzano
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Malcolm White
Title: City Clerk

I have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) in the event of a conflict or inconsistency between any of the requirements of:
 - (i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
 - (ii) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail; or
 - (iii) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

A.1.2 Definitions. In the Agreement, the following terms have the following meanings:

"Aboriginal Community" as the meaning ascribed to it in section I.1.1 (Definitions).

"Aboriginal Consultation Record" as the meaning ascribed to it in section I.1.1 (Definitions).

"Agreement" means this Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.0 (Entire Agreement).

"Asset" means any real or personal property or immovable or movable asset, acquired, contracted, rehabilitated or improved, in whole or in part, with Funds.

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the Project, or both.

“Bilateral Agreement” means the Canada-Ontario Bilateral Agreement “Public Transit Infrastructure Fund” entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on July 29, 2016.

“Budget” means the budget described in Sub-schedule “C.1” (Program Funding Request).

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

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Committee” has the meaning ascribed to it in section A.32.1 (Establishment of Committee).

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

“Declaration of Sub-project Completion” means the Declaration of Sub-project Completion attached as Sub-schedule “J.3” (Form of Declaration of Sub-project Completion).

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs of the Project incurred by the Recipient and eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada),

Canadian Environmental Assessment Act, 2012 (Canada), Fisheries Act (Canada) and Navigation Protection Act (Canada).

“Event of Default” has the meaning ascribed to it in section A.14.1 (Event of Default).

“Expiry Date” means the date on which the Agreement will expire and is the date provided for in Schedule “B” (Project Specific Information).

“Final Progress Report” means the Final Progress Report described in Article D.3.0 (Progress Reports and Final Progress Report).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

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

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.14 (Retention of Contribution) and Article J.7.0 (Holdback).

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Canada, respectively, their respective ministers, officers, servants, agents, appointees and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B” (Project Specific Information).

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.14.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.14.4 (Recipient Not Remedying).

“Outcomes Progress Reports” means the Outcomes Progress Reports described in Article D.4.0 (Outcomes Progress Reports).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” means the program established by the Province to identify projects under the PTIF and enter into agreements, including the Agreement, with recipients of PTIF funds.

“Progress Reports” means the Progress Reports described in Article D.3.0 (Progress Reports and Final Progress Report).

“Project” means the undertaking described in Sub-schedule “C.1” (Program Funding Request).

“Project Evaluation” means the project evaluation described in Article F.1.0 (Project Evaluation).

“Project Incrementality” means that the Funds are added to the funding already planned by the Government of Ontario through its 2016 Budget or municipalities in the Province of Ontario as part of provincial and municipal infrastructure plans, to allow Ontario and municipalities to carry out more infrastructure projects or to accelerate those that they had already planned.

“PTIF” means the Public Transit Infrastructure Fund established by Canada to help accelerate short term investments while supporting the rehabilitation of transit systems and funding studies to support longer term transit expansion plans.

“Reports” means the reports described in Schedule “D” (Reporting).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Sub-project” means a project described in Sub-schedule “C.1” (Program Funding Request).

“Sub-project Completion” means when a Sub-project can be used for the purpose for which it is intended, and all required Reports and other reports and documents, including declarations and certificates, in respect of the Sub-project have been submitted to the Province.

“Sub-project Completion Date” means the Sub-project completion date indicated on the Declaration of Sub-project Completion.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

“Timelines” means the Project schedule described in Sub-schedule “C.1” (Program Funding Request).

“Total Financial Assistance” means the total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that:

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

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

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

A.2.3 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;

- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties and Covenants).

A.3.0 TERM OF THE AGREEMENT

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation or Funds from Canada), or Article A.14.0 (Event of Default, Corrective Action and Termination for Default).

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds, which will be no greater than 50% of the total Eligible Expenditures, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:

- (i) resides at a Canadian financial institution; and
- (ii) is in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to the other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide:
 - (i) any Funds to the Recipient unless the Recipient fulfils all of the special conditions listed in section A.34.1 (Special Conditions); and
 - (ii) instalments of Funds unless the Province and Canada are satisfied with the progress of the Project;
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.1 (Preparation and Submission); and
- (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature or, under the Bilateral Agreement, funds from Canada for any payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project or Budget, or both; or
 - (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada).

A.4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, any ministry, department, agency, or organization of the Government of Ontario or the Government of Canada.

- A.4.4 **Province's and Canada's Roles Limited to Providing Funds.** The Parties acknowledge that the Province's role in a Project is limited to providing PTIF funds it receives from Canada to the Recipient for the Project, and that the Province and Canada will have no involvement in the implementation of the Project or its operation. The Province and Canada are neither decision-makers nor administrators of the Project.
- A.4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- A.4.6 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Recipient the repayment of an amount equal to the interest.
- A.4.7 **Maximum Funds.** The Recipient acknowledges that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
 - (b) if Canada's total contribution from all federal sources, including the Funds, towards the Project exceeds 50% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and
 - (c) if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% of the total Project costs, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.
- A.4.8 **Disclosure of Other Financial Assistance and Adjustments.** The Recipient will inform the Province promptly of all financial assistance received for the Project.
- A.4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- A.4.10 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will assume full responsibility for the Project including, without limitation:

- (a) complete, diligent and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all the costs of the Project including, without limitation, unapproved expenditures and overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project; and
- (d) the responsibility for undertaking, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

A.4.11 Increase in Project Costs. If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

A.4.12 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.13 Project Incrementality. The Recipient acknowledges, as attested in the Public Transit Infrastructure Fund (PTIF) Attestation Form attached as Schedule “L” (Public Transit Infrastructure Fund (PTIF) Attestation Form), that funding for the Project is conditional upon the Project meeting the definition of Project Incrementality.

A.4.14 Retention of Contribution. The Province will retain a minimum of 10% of the funding for the Project (“Holdback”). The Province will release the amount retained when:

- (a) the Recipient fulfils all of its obligations under the Agreement; and
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances.

A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply to the extent applicable with:
 - (i) its policies and procedures; and
 - (ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

A.5.2 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.2(a);
- (b) compliance with all applicable Requirements of Law including, without limitation, labour and human rights legislation; and
- (c) the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to inspect and audit the terms of any Contract, record and account respecting the Project and have free and timely access to the Project sites, facilities and any documentation, as contemplated pursuant to section A.7.3 (Inspection), are secured.

A.5.3 Disposal. The Recipient agrees that any disposal of Asset including, without limitation, the sale, lease, encumbrance or any other disposition of any Asset, will be in accordance with the terms and conditions provided for in Schedule "H" (Disposal of and Revenues from Assets).

A.6.0 CONFLICT OF INTEREST

A.6.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A.6.2 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

A.6.3 Disclosure to Province. The Recipient will:

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

A.7.0 REPORTING, ACCOUNTING AND REVIEW

A.7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reporting), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized representative of the Recipient.

A.7.2 Record Maintenance and Audit.

- (a) The Recipient will keep and maintain:

- (i) proper, accurate, and in a manner consistent with generally accepted accounting principles financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Funds or otherwise to the Project;
- (ii) all non-financial documents and records relating to the Funds or otherwise to the Project; and
- (iii) the accounts, records and other documents described in paragraphs A.7.2(a)(i) and (ii) for at least seven years after the expiry or termination of the Agreement.

A.7.3 Inspection. The Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may, at the Province's or Canada's respective expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);
- (b) remove any copies made pursuant to paragraph A.7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A.7.4 Disclosure. To assist in respect of the rights provided for in section A.7.3 (Inspection), the Recipient will disclose any information requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, and will do so in the form requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, as the case may be.

A.7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.

A.7.6 Auditor General (Ontario/Canada). For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.1 of the *Auditor General Act* (Ontario) and the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

- A.7.7 **Third Parties.** The Recipient shall coordinate access with any Third Party for the purpose of the inspections and audits described in section A.7.3 (Inspection).
- A.7.8 **Project Evaluation.** The Recipient agrees to conduct and submit to the Province or Canada, as applicable, Project-related information following the evaluation procedures provided for in Article F.1.0 (Project Evaluation).
- A.7.9 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.10 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware and that will compromise wholly, or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support for the Project as provided for in Schedule "G" (Communications Protocol).

A.9.0 FIPPA, MFIPPA, AIA AND INFORMATION SHARING WITH CANADA

- A.9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.3 **AIA.** The Recipient acknowledges that Canada is bound by the *Access to Information Act* (Canada) and that any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.4 Information Sharing with Province and Canada. The Recipient acknowledges that:

- (a) the Province or Canada may request additional information from the Recipient including, without limitation, information for the purpose of any determination under Article A.30.0 (Environmental Assessment) and Article A.31.0 (Aboriginal Consultation); and
- (b) the Province may share any information it receives from the Recipient pursuant to the Agreement with Canada.

A.10.0 INDEMNITY

A.10.1 Indemnification of the Province and Canada. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions (whether in contract, tort, or otherwise), claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in any way arising out of (whether directly or indirectly) or in connection with the Project, the Recipient or the Agreement (collectively, "Action"), unless such Action is solely caused by the negligence or wilful misconduct of an Indemnified Party in the performance of his or her duty.

A.10.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A.10.3 Province's Election. The Province or Canada, or both, may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement or Canada under the Bilateral Agreement, at law or in equity. The Province, Canada or the Recipient, as applicable, participating in the defence will do so by actively participating with the other's counsel.

A.10.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the Province's or Canada's, as applicable, prior written approval or waiver for this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any proceeding, the Province or Canada, as applicable, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A.10.5 Recipient's Co-operation. If the Province or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province or Canada, as applicable, to the fullest extent possible in the proceedings and any related settlement negotiations.

A.10.6 Province and Canada Limitation of Liability. The Province and Canada, respectively, will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction or termination of funding in response to the reduction of any appropriation or departmental funding levels in respect of transfer payments, PTIF or otherwise, as evidenced by any appropriation act or the provincial or federal Crown's main or supplementary estimates expenditures.

A.11.0 INSURANCE

A.11.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence and policy aggregate. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A.11.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided in section A.11.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and

- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A.12.0 TERMINATION ON NOTICE

A.12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.12.2(b); and
 - (ii) subject to section A.4.7 (Maximum Funds), provide Funds to the Recipient to cover such costs.

A.13.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS FROM CANADA

A.13.1 Termination Where No Appropriation or Funds from Canada. If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds from Canada, as applicable, for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A.13.2 Consequences of Termination Where No Appropriation or Funds from Canada. If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;

- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A.13.2(b).

A.13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to paragraph A.13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.14.1 Event of Default. If, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Project;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b),

this event will constitute an Event of Default.

A.14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;

- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A.14.3 Opportunity to Remedy. If, in accordance with paragraph A.14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

A.14.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.14.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A.14.2(a), (c), (d), (e), (f), (g), (h), and (i).

A.14.5 When Termination Effective. Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as provided for in the Notice.

A.15.0 FUNDS AT THE END OF A FUNDING YEAR

A.15.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A.14.0 (Event of Default, Corrective Action and Termination for Default),

Sault Ste. Marie and Ontario PTIF TPA

if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A.16.0 FUNDS UPON EXPIRY

A.16.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

A.17.0 REPAYMENT

A.17.1 Repayment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A.17.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A.17.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.17.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address provided for in Schedule "B" (Project Specific Information) for the contact information for the purposes of Notice to the Province.

A.17.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.18.0 NOTICE

A.18.1 **Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B" (Project Specific Information), or as either Party later designates to the other by Notice.

A.18.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

A.18.3 **Postal Disruption.** Despite paragraph A.18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A.19.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A.20.0 SEVERABILITY OF PROVISIONS

A.20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any

other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A.21.0 WAIVER

- A.21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.22.0 INDEPENDENT PARTIES

- A.22.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A.23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

A.24.0 GOVERNING LAW

- A.24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.25.0 FURTHER ASSURANCES

- A.25.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things

necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.26.0 JOINT AND SEVERAL LIABILITY

A.26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, the Recipient agrees that, and will require the same of each entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.27.0 RIGHTS AND REMEDIES CUMULATIVE

A.27.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.28.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A.29.0 SURVIVAL

A.29.1 **Survival.** The Parties’ rights and obligations, which by their nature, extend beyond the termination of the Agreement including, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will survive any expiry or termination of the Agreement and continue in full force and effect: Articles 1.0 (Entire Agreement), 3.0 (Amending the Agreement), A.1.0 (Interpretation and Definitions) and any other

applicable definitions, paragraph A.4.2(c), sections A.4.6 (Interest), A.5.3 (Disposal), A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General (Ontario/Canada), A.7.7 (Third Parties), A.7.8 (Project Evaluation), A.7.9 (Calculations), Articles A.8.0 (Communications Requirements), A.10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation or Funds from Canada), A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d), (e), (f), (g) and (h), Articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), and Articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), A.28.0 (Failure to Comply with Other Agreements), and A.29.0 (Survival).

A.30.0 ENVIRONMENTAL ASSESSMENT

- A.30.1 **Responsibility of Federal/Responsible Authority.** Without limitation to the Recipient's obligations for compliance with Environmental Laws and for greater clarity, the Recipient agrees to ensure that the responsibility of the federal authority or responsible authority, or both, under the *Canadian Environmental Assessment Act, 2012* and applicable agreements between Canada and Aboriginal groups are met and continues to be met to Canada's satisfaction.
- A.30.2 **Funding Conditional upon Meeting Environmental Assessment Requirements.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada or both, as applicable, being satisfied that the requirements under this Article (Environmental Assessment) have been met.

A.31.0 ABORIGINAL CONSULTATION

- A.31.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).
- A.31.2 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada, or both, being satisfied that their respective obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

A.32.0 COMMITTEE

- A.32.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").
- A.32.2 **Notice of Establishment of Committee.** Upon Notice from the Province, at the Province's sole discretion, the Parties agree to hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.32.1 (Establishment of Committee).

A.33.0 DISPUTE RESOLUTION

- A.33.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.33.2 **Examination by the Committee and Parties.** The Parties agree, if a contentious issue arises and a Committee has been established under section A.32.1 (Establishment of Committee), to refer the contentious issue to the Committee for examination. In the absence of a Committee, the Parties agree to examine the contentious issue.
- A.33.3 **Potential Dispute Resolution by Committee.** The Parties agree that the Committee or the Parties will, as applicable and in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within, if the Committee, 30 Business Days, or, if the Parties, 90 Business Days of receipt of a Notice of a contentious issue.
- A.33.4 **Potential Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.33.5 **Exploration of Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.33.6 **Suspension of Payments.** Any payments related to any contentious issue or dispute raised by either Party may be suspended by the Province, together with the obligations related to such issue, pending resolution.

A.34.0 SPECIAL CONDITIONS

- A.34.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient providing the Province with:

- (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement and naming the authorized representatives of the Recipient for the Agreement;
 - (ii) the certificate of insurance or other proof as the Province may request pursuant to section A.11.2 (Proof of Insurance); and
 - (iii) the necessary information, including a void cheque or a bank letter, to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution.
- (b) prior to submitting a request for payment under the Agreement, the Recipient providing the Province with written confirmation that the Recipient,
- (i) is in compliance with the Environmental Laws, including the Recipient's obligation under Article A.30.0 (Environmental Assessment), and obtained all necessary approvals and permits;
 - (ii) has, if applicable, met the requirements under Article A.31.0 (Aboriginal Consultation); and
 - (iii) has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with, if the Recipient does not own the land on which the Project is carried out, each of the land-owners upon which the Project is carried out.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.34.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION

Maximum Funds	\$299,000.00
Expiry Date	March 31, 2020
Contact information for the purposes of Notice to the Province	Address: Public Transit Infrastructure Fund Phase One Municipal Transit Policy Office Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8 Phone: 416-585-6312 Fax: 416-585-7343 Email: PTIF@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Deputy Chief Administrative Officer of Community Development and Enterprise Services Address: 99 Foster Drive Sault Ste. Marie, ON P6A 5X6 Phone: 705-759-5264 Fax: 705-759-6605 Email: t.vair@cityssm.on.ca
Authorized Representative of the Province for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting)	Position: Manager, Municipal Transit Policy Office

Authorized Representative designated by the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting)	Position: Deputy Chief Administrative Officer of Community Development and Enterprise Services
Contact Information for the authorized representative of the Recipient to respond to requests from the Province related to the Agreement	Position: Deputy Chief Administrative Officer of Community Development and Enterprise Services Address: 99 Foster Drive Sault Ste. Marie, ON P6A 5X6 Phone: 705-759-5264 Fax: 705-759-6605 Email: t.vair@cityssm.on.ca

**SCHEDULE “C”
PROJECT DESCRIPTION, BUDGET AND TIMELINES**

C.1.0 PROJECT DESCRIPTION, BUDGET AND TIMELINES

C.1.1 Project Description. The Recipient will carry out the Project described in Sub-schedule “C.1” (Program Funding Request).

C.1.2 Budget and Timelines. The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule “C.1” (Program Funding Request).

C.2.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET AND TIMELINES

C.2.1 Minor Changes to the Project Description, Budget and Timelines. Subject to section C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines), the Parties agree that minor changes, as determined by the Province at its sole discretion, may be made to the Project description, Budget and Timelines.

C.2.2 Amending Agreement for Minor Changes to the Project Description, Budget and Timelines. Any change made to the Project description, Budget and Timelines, pursuant to section C.2.1 (Minor Changes to the Project Description, Budget and Timelines), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

SUB-SCHEDULE "C.1" PROGRAM FUNDING REQUEST

Project Information													Financial Information										Project Milestones		
Project ID	Project Name	Project Location	Project Title	Project Description	Eligible Investments Category	Project Status	Forecasted Start Date (YYYY-MM-DD)	Forecasted End Date (YYYY-MM-DD)	Project Total Value (\$)	Total Project Cost (\$)	Total Eligible Cost (\$)	Project Contribution (Eligible Expenditures)	Other Federal Contributions (Expenditures)	Project Contribution (Eligible Expenditures)	Matched Contribution (Eligible Expenditures)	Other Expenditures (Eligible Expenditures)	Project Total Value (\$)	Project Status	Project Status	Project Status	Project Status				
SSM-001	Sault Ste. Marie, MN, City of	111 Huron, Sault Ste. Marie, MN, P6A 5P9	Replace Existing (4) Parabuses	The purchase of (4) new Parabuses will allow Sault Transit to retire 4 buses that are well beyond normal operating years in service. This will allow the City to maintain a fleet of specialized vehicles capable of meeting the transportation needs of the community.	1 Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guideway, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations).	Rehabilitation	2017/01/02	2019/03/31	N	\$ 380,000.00	\$ 380,000.00	\$ 190,000.00	-	-	\$ 190,000.00	-	-	Y	Y	Y	Y				
SSM-002	Sault Ste. Marie, MN, City of	111 Huron, Sault Ste. Marie, MN, P6A 5P9	Purchase and installation of Surveillance Cameras on Parabuses Fleet	The purchase and installation of surveillance cameras on the Parabuses fleet will provide the ability to properly manage, incident management, ultimately enhancing passenger and employee safety.	1 Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guideway, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations).	New	2017/01/02	2019/03/31	N	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	-	-	\$ 25,000.00	-	-	Y	Y	N	Y				
SSM-003	Sault Ste. Marie, MN, City of	111 Huron, Sault Ste. Marie, MN, P6A 5P9	Replace Existing Radio System on Buses and Transit Vehicles	Replacement of existing two-way radio systems on transit buses and vehicles from Very High Frequency (VHF) to digital will provide improved communication between transit vehicles and supervisors. This includes 44 vehicles in total.	1 Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guideway, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations).	Rehabilitation	2017/01/02	2019/03/31	N	\$ 38,000.00	\$ 38,000.00	\$ 19,000.00	-	-	\$ 19,000.00	-	-	Y	Y	N	Y				
Council Approval																									

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SUB-SCHEDULE "C.1" PROGRAM FUNDING REQUEST

Urban Project Request ID	Project Location	Actual Project Address or Site Coordinates	Project Title	Project Description	Eligible Investment Category	Project Status	Forecasted Start Date (FY/Calendar)	Forecasted End Date (FY/Calendar)	Project Priority (1-5)	Funding Information							Project Eligibility			Data Assessment	
										Total Project Cost (FY/Calendar)	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contributions (Eligible Expenditures)	Municipal Contributions (Eligible Expenditures)	Other Contributions (Eligible Expenditures)	Financial Viability (FY)	Eligible Expenditures (FY)	Approved Expenditures (FY)		Eligible at Completion (FY)
SSM-004	Sault Ste. Marie, City of	111 Huron, Sault Ste. Marie, ON, P6A 5P9	Review of Conventional Transit System to Identify Opportunities for Route Redesign	Significant quantities of businesses and organizations have moved to the north end of the community, making the downtown core no longer a central hub. Sault Transit will study the possibility of redesigning routes to better meet passenger needs.	III Expenditures to support the design and planning for the future expansion and improvements to public transit systems, including transportation demand studies and pilot projects related to innovative and transformative technologies	New Study	2017/01/02	2019/03/31	N	\$ 110,000.00	\$ 110,000.00	\$ 55,000.00	-	-	\$ 55,000.00	-	Y	Y	Y	Y	Council Approval, Time to Complete Project
SSM-005	Sault Ste. Marie, City of	111 Huron, Sault Ste. Marie, ON, P6A 5P9	Restoration of Four (4) Sault Transit Pedestrian Shelters	Sault Ste. Marie has 75 pedestrian transit shelters. Many are over 30 years in age. Four Shelters require replacement.	III Expenditures to support the design and planning for the future expansion and improvements to public transit systems, including transportation demand studies and pilot projects related to innovative and transformative technologies	Rehabilitation	2017/01/02	2019/03/31	N	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	-	-	\$ 10,000.00	-	Y	Y	Y	Y	Delivery of Product
										\$ 590,000.00	\$ 590,000.00	\$ 290,000.00	\$ -	\$ -	\$ 290,000.00	\$ -					

SCHEDULE “D” REPORTING

D.1.0 DEFINITION

D.1.1 Definition. For the purposes of this Schedule “D” (Reporting):

“Reporting Guidelines” means the reporting provided by the Province that provides direction to the Recipient on completing Reports.

D.2.0 REPORTING

D.2.1 Types of and Timelines for Reports. The Recipient will submit Progress Reports, Outcomes Progress Reports and a Final Progress Report to the Province for each Sub-project as required and within the timelines in Schedule “J” (Requests for Payment and Payment Procedures).

D.2.2 Description of Reports. The Progress Reports and Final Progress Report are described in Article D.3.0 (Progress Reports and Final Progress Report) and the Outcomes Progress Reports are described in Article D.4.0 (Outcomes Progress Reports).

D.3.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT

D.3.1 Format and Information for Progress Reports and Final Progress Report. The Recipient will submit to the Province each Progress Report and Final Progress Report in a format acceptable to the Province. The Recipient will use the Reporting Guidelines provided by the Province in submitting each Progress Report and Final Progress Report. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to “Project” in the template refer to “Sub-project” as defined in the Agreement. The use of the term “Project” is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

Project Information			
Unique Project ID	Ultimate Recipient Legal Name	Project Title	Project Description

Financial Information						
Total Project Cost	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)

Claim Information		
Total Incurred Eligible Cost	Total Claimed To Date (including This claim)	Amount Claimed

Progress Information				
Federal Signage Installed (Y/N)	Forecasted Start Date (Updated from Project List) (YYYY/MM/DD)	Forecasted End Date (Updated from Project List) (YYYY/MM/DD)	Actual Start Date (YYYY/MM/DD)	Actual End Date (YYYY/MM/DD)

Progress Information			Risk Assessment	
Progress Towards Completion (%)	Project Complete? (Y/N)	Progress Note	Risk Factors (Updated from Project List)	Mitigation Measures

D.4.0 OUTCOMES PROGRESS REPORTS

D.4.1 Format and Information for Outcomes Progress Reports. The Recipient will submit to the Province each Outcomes Progress Report in a format acceptable to the Province. The Recipient will use the Reporting Guidelines provided by the Province in submitting each Outcomes Progress Report. Also, each Outcomes Progress Report will include the information described in the template below in paragraph D.4.1 (a) (Baseline Data and Results on Progress on Outcomes Template).

(a) Baseline Data and Results on Progress on Outcomes Template

The Recipient will provide the baseline data for the performance indicators identified below to the Province for the first Outcomes Progress Report.

Except for the first Outcomes Progress Report, the Recipient will provide the results on outcomes based on the performance indicators identified below for all Outcomes Progress Reports.

For greater clarity and for consistency with tables Ontario has received from Canada pursuant to the Bilateral Agreement, references to:

- “Project/project” in the table below refer to “Sub-project” as defined in the Agreement;
- “funded investments”, “funded” and “funding” in the table below refer to “Funds” as defined in the Agreement; and
- “PTIF recipient” in the table below refer to “Recipient” as defined in the Agreement.

PTIF Outcome		PTIF Indicator	Baseline data	This section to be updated at each reporting cycle	
				Result	# of Projects Affected
				Provide cumulative results on completed projects from start of Program	
1	Projects that support modernization	Number of funded transit system projects that have incorporated modern, innovative technology	Not applicable, baseline is zero		
2	Funded plans are being implemented	Number of funded plans or studies that led to informed decisions on investments	Not applicable, baseline is zero		

3	Improved rehabilitation	Average number of years of useful life remaining on applicable transit assets, extended as a result of funded investments			
4		Percentage of assets that have improved their physical condition rating as a result of funding			
5		Average percentage decrease in unplanned service interruptions per month (not related to weather) that can be attributed to funded investments			
6	Increased safety	Number of funded transit system projects that have added safety features or equipment	Not applicable, baseline is zero		
7		Estimated percentage decrease in incidents (collision and non-collision) that can be attributed to funded investments			
8	Increased accessibility	Average increase in the percentage of transit system fleets that are low-floor accessible, as a result of funding			
9	Improved efficiency	Average life cycle cost of applicable transit system assets after completion of funded investments			
10		Average litres of fuel per passenger-kilometre after completion of funded investments			

11		Total estimated cubic-meters of natural gas saved as a result of funded investments			
12		Total estimated kilowatt-hours saved as a result of funded investments			
13	Transit systems are expanding	Total of new passenger-kilometres travelled as a result of funded system expansion projects			
14		Number of early works projects that lay the foundation for future transit system expansion (additional indicator)	Not applicable, baseline is zero		
15		Number of funded projects that support active transportation (additional indicator)	Not applicable, baseline is zero		
16	Projects are Incremental	Total value of capital expenditures for transit projects by PTIF recipient			

D.5.0 ABORIGINAL CONSULTATION RECORD

D.5.1 Inclusion of Aboriginal Consultation Record. The Recipient agrees to include, if consultation with Aboriginal Communities is required, in its Progress Reports any Aboriginal Consultation Record.

D.6.0 RISK ASSESSMENT

D.6.1 Further Details on Risk Assessment. Upon the Province's written request and at the sole discretion of the Province, the Recipient will provide further details on the risk assessment it provides in any of its Sub-project Progress Reports.

D.7.0 CHANGES TO SCHEDULE “D” (REPORTING)

- D.7.1 Minor changes to the Reporting.** Subject to section D.7.2 (Amending Agreement for Minor Changes to the Reporting), the Parties agree that minor changes to this Schedule “D” (Reporting), as determined by the Province at its sole discretion, may be made.
- D.7.2 Amending Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reporting), pursuant to section D.7.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

SCHEDULE “E” ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 DEFINITIONS

E.1.1 Definitions. For the purposes of this Schedule “E” (Eligible Expenditures and Ineligible Expenditures):

“**Eligible Investments**” means the Eligible Investments described in section E.2.2 (Eligible Investments).

“**Ineligible Expenditures**” means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in this Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

E.2.0 ELIGIBLE EXPENDITURES AND ELIGIBLE INVESTMENTS

E.2.1 Eligible Expenditures Date of Effect. Eligible Expenditures can begin to accrue as of April 1, 2016.

E.2.2 Eligible Investments. The following are Eligible Investments:

- (a) capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility or safety, or both, of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, transit stations or other public transit capital assets, refurbishment or replacement of existing rolling stock, intelligent transportation systems and replacement or enhancement of transit stations);
- (b) expenditures to support the asset management capacity of a public transit system;
- (c) expenditures to support the design and planning for the expansion and improvements to public transit systems, including transportation demand management measures and studies and pilot projects related to innovative and transformative technologies; and
- (d) projects for system expansion, which may include active transportation, if they can be completed within the PTIF timeframe.

E.2.3 Scope of Eligible Expenditures. Eligible Expenditures are the direct costs which are, in the Province’s opinion, properly and reasonably incurred by the Recipient for the Project between April 1, 2016 and March 31, 2019 and Eligible Investments. Eligible Expenditures incurred between the period of April 1, 2018 and March 31, 2019 will be subject to the prior written approval of Canada and the Province and limited to a maximum of 25% of the Maximum Funds. Eligible Expenditures include only the following:

- (a) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project, excluding the costs identified under Article E.3.0 (Ineligible Expenditures);
- (b) costs of Aboriginal consultation and, where appropriate, accommodation;
- (c) costs of construction carried out in-house by the Recipient; and
- (d) other costs that, in the opinion of the Province, are considered to be necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

E.3.0 INELIGIBLE EXPENDITURES

E.3.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.2.3 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.3.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.3.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Expenditures:

- (a) costs incurred prior to April 1, 2016 and costs incurred after March 31, 2019, unless otherwise approved pursuant to paragraph E.2.3(d);
- (b) except as otherwise specified in the Agreement and at the Province's sole discretion, costs incurred for cancelled Projects;
- (c) land acquisition;
- (d) leasing land, buildings and other facilities;
- (e) leasing equipment other than equipment directly related to the construction of the Project;
- (f) real estate fees and related costs;
- (g) financing charges;
- (h) legal fees and loan interest payments, including those related to easements (e.g., surveys);
- (i) any goods and services costs which are received through donations or in kind;
- (j) taxes for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- (k) costs associated with operating expenses and regularly scheduled maintenance work;
- (l) costs incurred by the Recipient for the purpose of the Project Evaluation; and
- (m) other costs which are not specifically listed as Eligible Expenditures under Article E.2.0 (Eligible Expenditures and Eligible Investments) and which, in the opinion of the Province, are considered to be ineligible.

E.3.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;

- (b) costs related to Project evaluation, including the Project Evaluation, and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (d) costs associated with general planning studies, including the Recipient's Official Plan and Transportation Master Plan;
- (e) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (f) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
- (g) carrying costs incurred on the funding share of any funding partner other than the Province;
- (h) costs associated with municipal staff travel and any Third Party;
- (i) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (j) legal costs incurred by the Recipient; and
- (k) Recipient's upgrades not expressly approved by the Province;

E.3.3 Costs Over and Above Project Scope. Activities undertaken as part of the Project that are over and above the scope of the Project will not be funded under the Agreement. These costs include, but are not limited to:

- (a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project;
- (b) upgrades to materials and design beyond existing municipal standards; and
- (c) corridor and urban design enhancements over and above those that are described for the Project.

SCHEDULE “F” EVALUATION

F.1.0 PROJECT EVALUATION

- F.1.1 Recipient’s Participation in Project Evaluation.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in an evaluation of the Program or PTIF, or both, during and after the Term. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for the purpose of the evaluation.
- F.1.2 Results of Project Evaluation(s).** The result of the Project evaluation(s) carried under section F.1.1 (Recipient’s Participation in Project Evaluation) will be made available to the public.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 Definitions. For the purposes of this Schedule “G” (Communications Protocol):

“**Communications Activities**” include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

“**Joint Communications**” are events, news releases, and signage that relate to the promotion of the Program, PTIF or Project and are collaboratively developed and approved by Canada, Ontario and the Recipient, and are not operational in nature.

G.2.0 PURPOSE

G.2.1 Purpose. This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement with respect to Communications Activities related to the Project.

G.2.2 Guidance. This communications protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.

G.2.3 Application to Communications Activities. The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 Information to Canadians. Communications Activities undertaken through this communications protocol should ensure that Canadians are informed that the Project helps improve their quality of life and about its benefits.

G.3.2 Factors to Consider. The Communications Activities undertaken to recognize funding under the Agreement will take into account the financial value and duration of the Project and the feasibility of Joint Communications for Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada will have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications related to the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of Canada's Contribution.** All Joint Communications material will be approved by the Province and Canada, and will recognize Canada's contribution under Schedule "A" (General Terms and Conditions) or the Total Financial Assistance, or both, received for the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 20 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada has the right to communicate information to Canadians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through its own Communications Activities.

G.5.2 **Restrictions.** Each Party may include general PTIF messaging and an overview of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and if web- or social-media based, from linking to it. Canada has also agreed, in the Bilateral Agreement, to the above.

G.5.3 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

G.6.0 OPERATIONAL COMMUNICATIONS

G.6.1 **Responsibility of Recipient.** The Province and the Recipient are solely responsible for operational communications with respect to the Project, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada should significant media inquiries be received or emerging media or stakeholder issues arise in respect of a Project or the PTIF.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Project.

- G.8.2 **Federal Funding Recognition.** Unless otherwise agreed by Canada, the Province or the Recipient will produce and install a sign to recognize Canada's funding at the Project site in accordance with current federal signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize Canada's contribution and will be approved by Canada.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G.8.6 **Size of Sign.** If erected, signage recognizing Canada's contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
- G.8.8 **Canada's Recognition in Documents.** In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's financial contribution received for the Project.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the sponsoring Party or Canada will inform the other Party or Canada of its intention no less than 21 Business Days prior to the campaign launch.

SCHEDULE “H”

DISPOSAL OF AND REVENUES FROM ASSETS

H.1.0 DEFINITIONS

H.1.1 Definitions. For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

“**Fiscal Year**” means the period beginning April 1 of a year and ending March 31 of the following year.

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

H.2.0 DISPOSAL OF ASSETS

H.2.1 Gas Tax Funds Implications. Despite section H.2.2 (Repayment) and unless the Province otherwise requires in writing, the Recipient agrees that the terms and conditions under the Ministry of Transportation Dedicated Gas Tax Funds for Public Transportation Program (the “Dedicated Gas Tax Program”) will apply to any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with funds from the Dedicated Gas Tax Program, in addition to the Funds, if the Recipient proposes to sell, lease, encumber or use in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any such Asset.

H.2.2 Repayment. Subject to sections H.2.1 (Gas Tax Funds Implications) and H.2.3 (Reinvestment), the Recipient undertakes to notify the Province in writing, 180 days in advance if, at any time during a period of five years from the Expiry Date, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with Funds, other than to Canada, the Province, a Crown agent of the Province or Canada, or a Local Government or, with the Province’s written consent, any other entity. Upon disposition, unless the Province otherwise consents in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province’s contribution, in the proportion set out below:

Where Asset sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within:	Return of Funds (in current dollars)
Up to five years after the Expiry Date	100%
More than five years after the Expiry Date	0%

H.2.3 Reinvestment. Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five year period noted in section H.2.2 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the repayment provided for in section H.2.2 (Repayment) and with the Province's prior written consent, reinvest the proceeds from the disposal into the replacement asset.

H.3.0 REVENUES FROM ASSETS

H.3.1 Revenues. The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any Asset is used in a way that, in the Fiscal Year, revenues generated from the Asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the Asset. This obligation will apply only to the first five complete Fiscal Years following the Expiry Date.

H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE

H.4.1 Deduction by Province. The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

SCHEDULE "I" ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

"Aboriginal Community" includes First Nation, Métis and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

"Aboriginal Consultation Record" means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient to, in consultation with the Province or Canada, or both, develop and comply with an Aboriginal consultation plan (**"Aboriginal Consultation Plan"**).

I.2.2 **Procedural Aspects of Consultation.** If consultation with an Aboriginal Community is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, provide the Recipient with an initial list of the communities the Recipient may consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the Province's or Canada's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

- I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.4.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

- I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

- I.4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

SCHEDULE “J”

REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient for each Sub-project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The Recipient agrees that the procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient agrees to submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient agrees to submit each Sub-project request for payment for Eligible Expenditures to the Province semi-annually and on a date to be specified by the Province at its sole discretion, and, subject to paragraph K.4.1 (f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form, using the form provided in Sub-schedule “J.1” (Form of Request for Payment Form), fully and accurately completed by an authorized representative of the Recipient;
- (b) for each request for payment, except for the Final Payment, a Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (c) for each request for payment, except for the Final Payment, a certification, using the form of certificate provided in Sub-schedule “J.2” (Form of Certificate from Recipient), by an authorized representative of the Recipient;

- (d) for each request for Final Payment, a Declaration of Sub-project Completion, using the form provided in Sub-schedule "J.3" (Form of Declaration of Sub-project Completion), by an authorized representative of the Recipient;
- (e) for each request for Final Payment, the Final Progress Report and last Outcomes Report, acceptable to the Province, for the period to which the request for payment relates;
- (f) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province and in addition to the Declaration of Sub-project Completion, a certification, using the form of certificate provided in Sub-schedule "J.4" (Form of Certificate from Professional Engineer), by a professional engineer;
- (g) if the Province so requests, a copy of all documentation provided to the Recipient by the authorized representative of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (c), (d) and (f); and
- (h) such other information as the Province may request.

J.4.0 PAYMENTS

J.4.1 Payment by the Province. Subject to the terms and conditions of the Agreement, including the Province receiving the necessary annual appropriation from the Ontario Legislature or funds from Canada, or both, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 Timing. The Recipient will submit all requests for payment prior to September 1, 2019.

J.5.2 No Obligation for Payment. The Province will have no obligation to make any payment for a request for payment submitted after September 1, 2019.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. For each Sub-project, following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, the Final Progress Report and last Outcomes Progress

Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of the Sub-project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

- J.7.1 **Holdback.** For each Sub-project, the Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments). Subject to Paragraph A.4.1 (a), the Province will pay the Holdback when the final reconciliation and all adjustments are made in accordance with Article J.6.0 (Final Reconciliation and Adjustments), and in accordance with Article J.8.0 (Final Payment).

J.8.0 FINAL PAYMENT

- J.8.1 **Final Payment.** Upon completion of the final reconciliation and all adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement and paragraph A.4.2(c), to pay the Recipient the remainder of its contribution for the Sub-project together with the Holdback contemplated pursuant to Article J.7.0 (Holdback).

SUB-SCHEDULE "J.1"
FORM OF REQUEST FOR PAYMENT FORM
PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT

REQUEST FOR PAYMENT FORM

PART 1: RECIPIENT INFORMATION

Recipient Name:	_____	Date:	_____
Recipient Contact and Phone Number:	_____		
Project Title:	_____		
Unique Project ID:	_____		
Total Project Cost:	_____		
Total Eligible Cost:	_____		
Period Covered by Claim:	_____		
Project Claim #:	_____		

[illegible]

PART 3: SUMMARY OF COSTS INCURRED	
Amount Claimed (\$)	
Total Incurred Eligible Cost	
Total Claimed To Date	

Recommended for payment request:

Date

[insert/print the name and title of the Recipient's authorized representative]

I have authority to bind the Recipient.

Recommended for payment:

Date

[insert/print the name of the Director]
Director, Transit Policy Branch

SUB-SCHEDULE "J.2"
FORM OF CERTIFICATE FROM RECIPIENT

PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM RECIPIENT

TO: Public Transit Infrastructure Fund Program
Municipal Transit Policy Office
Ontario Ministry of Transportation
777 Bay St., 30th Floor
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office
Email: PTIF@ontario.ca
Telephone No.: 416-585-6312
Facsimile No.: 416-585-7343

FROM: **[insert address of the Recipient's authorized representative]**

Attention: **[insert the name and title of the Recipient's authorized representative]**
Email: **[insert email address of the Recipient's authorized representative]**
Telephone No.: **[insert telephone number of the Recipient's authorized representative]**
Facsimile No.: **[insert facsimile number of the Recipient's authorized representative]**

RE: **Public Transit Infrastructure Fund (PTIF) Phase One (Ontario)**
Transfer Payment Agreement - Sub-project [insert the Sub-
project unique ID and title]

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
 - b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.34.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
 - c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the cost and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement; and
 - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act.
2. The information in respect of the Sub-project **[insert the Sub-project unique ID and title]** that is contained in the attached Request for Payment Form, Progress Report and Outcomes Progress Report is true and accurate.
3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.

The Recipient hereby requests a payment in the amount of \$ _____ on account of the Province's contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Title:

[insert name and title of the Recipient's authorized representative]

Witness Name:

Title:

I have authority to bind the Recipient.

SUB-SCHEDULE "J.3"
FORM OF DECLARATION OF SUB-PROJECT COMPLETION
PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT

DECLARATION OF SUB-PROJECT COMPLETION

TO: Public Transit Infrastructure Fund Program
Municipal Transit Policy Office
Ontario Ministry of Transportation
777 Bay St., 30th Floor
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office
Email: PTIF@ontario.ca
Telephone No.: 416-585-6312
Facsimile No.: 416-585-7343

FROM: [insert address of the Recipient's authorized representative]

Attention: [insert the name and title of the Recipient's authorized representative]
Email: [insert email address of the Recipient's authorized representative]
Telephone No.: [insert telephone number of the Recipient's authorized representative]
Facsimile No.: [insert facsimile number of the Recipient's authorized representative]

RE: Public Transit Infrastructure Fund (PTIF) Phase One (Ontario)
Transfer Payment Agreement - Sub-project [insert the Sub-project unique ID and title]

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:

- a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
- b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.34.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
- c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the cost and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
- d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
- e. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
 - i. has reached Sub-project Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the "**Sub-project Completion Date**");
 - ii. was carried out by _____ **[insert the name of the prime contractor]**, between _____ **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - iii. was supervised and inspected by qualified staff;
 - iv. conforms with the plans, specifications and other documentation for the work;
 - v. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;

- vi. conforms with Schedule "C" (Project Description, Budget and Timelines) to the Agreement, except as the Province has otherwise approved in advance and in writing; and
- vii. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule "A" (General Terms and Conditions) to the Agreement to comply with industry standards.

- 2. The information in respect of the Sub-project **[insert the Sub-project unique ID and title]** that is contained in the attached Request for Payment Form, Final Progress Report and last Outcomes Progress Report is true and accurate.
- 3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
- 4. The value of completed work on the Sub-project is \$ _____ **[insert the amount in Canadian dollars]**.

The Recipient hereby requests a payment in the amount of \$ _____ on account of the Province's contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Title:

[insert name and title of the Recipient's authorized representative]

I have authority to bind the Recipient.

Witness Name:

Title:

**SUB-SCHEDULE “J.4”
FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER
PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT**

CERTIFICATE FROM PROFESSIONAL ENGINEER

TO: Public Transit Infrastructure Fund Program
Municipal Transit Policy Office
Ontario Ministry of Transportation
777 Bay St., 30th Floor
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office
Email: PTIF@ontario.ca
Telephone No.: 416-585-6312
Facsimile No.: 416-585-7343

FROM: [insert the address of the professional engineer]

Attention: [insert the name and title of the professional engineer]
Email: [insert the email address of the professional engineer]
Telephone No.: [insert the telephone number of the professional engineer]
Facsimile: [insert the facsimile number of professional engineer]

RE: Public Transit Infrastructure Fund (PTIF) Phase One (Ontario)
Transfer Payment Agreement - Sub-project [insert the Sub-project unique ID and title]

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[insert the name and title of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. the work for the new or expansion Sub-project **[insert the Sub-project unique ID and title]**:
 - a. has reached Sub-project Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the “**Sub-project Completion Date**”);
 - b. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - c. was supervised and inspected by qualified staff;
 - d. conforms with the plans, specifications and other documentation for the work;
 - e. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
 - f. conforms with Schedule “C” (Project Description, Budget and Timelines) to the Agreement, except as the Province has otherwise approved in advance and in writing;
 - g. conforms with the requirements provided for in paragraph A.4(10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards; and

h. can be completed by **[insert either March 31, 2018 or, if Canada and the Province have provided their prior written approval, the approved date]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day
of _____, 20_____.

(Signatures)

Name:

Title:

**[insert name and title of
the professional engineer]**

Witness Name:

Title:

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

- K.1.1 Establishment and Term of Committee.** If the Province establishes a Committee, pursuant to section A.32.1 (Establishment of Committee), within 60 days of the Effective Date, at the Province’s sole discretion, the Parties will hold an initial meeting to establish a committee to oversee the Agreement (the “Committee”). The Committee’s mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS AND OBSERVERS

- K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.
- K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as member of the Committee.
- K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, to replace him or her will act as co-chair in his or her place.
- K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

- K.3.1 Rules of Committee.** The Committee will:
- (a) within 30 days of its initial meeting, establish rules and procedures with respect to its meetings and those of any of its sub-committees, including and consistent with those in this Schedule “K” (Committee);

- (b) meet at least two times a year, and at other times at the request of a co-chair; and
- (c) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 **Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring compliance of the implementation of the Agreement including, without limitation, the implementation of Schedule "G" (Communications Protocol), with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues/disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, review requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, agendas and minutes of meetings of the Committee and its subcommittees, and contracts;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes to the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information and outcomes data related to Schedule “D” (Reporting).

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BLANK**

SCHEDULE "L"

PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PROGRAM

PHASE ONE – GUIDE

12. APPENDIX D: PTIF ATTESTATION FORM

I AL Horsman attest that:

1. Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.
2. Project Incrementality has been met when one of the following conditions has been met:
 - i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
 - ii) The project would not have been undertaken without federal funding.

This would include projects included in Ontario's 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

Dated, this October 11, 2016


Signature

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-87

PROPERTY SALE: (PR1.81) A by-law to authorize the sale to 1753495 Ontario Limited of one (1) additional acre of land on Yates Avenue abutting the four (4) acres of land which were previously purchased from the City.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to 1753495 Ontario Limited or as otherwise directed at the consideration shown and upon the conditions set out in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

5. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

sp\\citydata\\LegalDept\\Legal\\Staff\\BYLAWS\\2017\\2017-87 Yates Avenue - Additional Acre - Sale to 175348 OntarioLimited.doc

SCHEDULE "A" TO BY-LAW 2017-87

PURCHASER: 1753495 ONTARIO LIMITED

LEGAL DESCRIPTION: 1 ACRE OF LAND ADJACENT TO
PIN: 31609-0368 (LT)
PT SEC 34 KORAH PT 3 1R13242; SAULT STE.
MARIE

CONSIDERATION: TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-88

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Queen Street East from Pim Street to Dennis Street on July 29, 2017 to facilitate the Car Free Saturday Event.

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

1. **TEMPORARY STREET CLOSING OF QUEEN STREET EAST**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Queen Street East from Pim Street to Dennis Street from 8 a.m. to 7 p.m. on July 29, 2017 to facilitate the Car Free Saturday Event.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

\\citydata\\LegalDept\\Legal\\Staff\\BYLAWS\\2017\\2017-88 Temporary Street Closure Queen Street E - Pim to Dennis - Car Free Saturday.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-89

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Queen Street East from Pim Street to Dennis Street on July 13, 2017 to facilitate the Downtown Association Downtown Street Party.

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

1. **TEMPORARY STREET CLOSING OF QUEEN STREET EAST**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Queen Street East from Pim Street to Dennis Street on July 13, 2017 from 3 p.m. to 12 a.m. to facilitate the Downtown Association Downtown Street Party.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-90

AGREEMENT: (P3.4) A by-law to authorize the execution of the Agreement between the City and Transit Consulting Network to provide a Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 27, 2017 between the City and Transit Consulting Network, a copy of which is attached as Schedule "A" hereto. This Agreement is to undertake a Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

Transit Consulting Network

283 Golf Road
Keswick, ON L4P 3C8
Tel: (647) 268-9301

April 27, 2017

Tim Gowans
Manager of Purchasing – Finance Department
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Dear Mr. Gowans:

Re: Agreement between Transit Consulting Network and City of Sault Ste. Marie to undertake a Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie in response to RFP# 2017CDE-CS-TR-02-P

This agreement confirms that Transit Consulting Network and the Corporation of the City of Sault Ste. Marie agree to the terms and conditions and work plan as described in the attached proposal dated March 3, 2017 and entitled Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie RFP# 2017CDE-CS-TR-02-P.

Dated ____ April 27, 2017 ____

Dated _____



Wally Beck, President on behalf of

Transit Consulting Network



The Corporation of the City of Sault Ste. Marie
RFP# 2017CDE-CS-TR-02-P
Comprehensive Review of the Conventional Transit
Operation for Sault Ste. Marie

March 3, 2017

Contact: Wally Beck, President, Transit Consulting Network
283 Golf Road, Keswick. Ontario L4P 3C8
Phone: 647-268-9301

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1. INTRODUCTION

Transit Consulting Network (TCN) is pleased to submit this proposal to conduct a Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie. We have assembled a senior level team with all the required skillsets needed to undertake a detailed transit operational review that will provide the blueprint and action plan needed for the City of Sault Ste. Marie to refer to when going forward. TCN will be the prime Transit consulting firm supported by sub-consultants Vince Mauceri (Transforward Consulting Group, Inc.), Pat McAuley, (Tulloch Engineering), Charles Fitzsimmons (TechKnowledge Consulting); and David Kriger (David Kriger Consultants, Inc.).

Our proposal is presented in the following sequence:

- Corporate Background
- Project Team Member Experience
- Project References
- Understanding and Study Approach
- Work Plan
- Budget and Schedule

1.1 Corporate Background

Transit Consulting Network (TCN) is a Canadian transit consulting firm that focuses on public transportation planning, transit operations and service reviews with a focus on small- to medium-sized municipalities. Since it was founded in 2012 by Wally Beck, TCN has successfully completed numerous transit assignments in Ontario for the City of Sault Ste. Marie, County of Simcoe, City of Barrie, Town of Bradford West Gwillimbury, Town of Penetanguishene, and City of Burlington; three transit studies in Nova Scotia that involved working with several municipalities from Yarmouth in the South Shore to Port Hawkesbury and Inverness on Cape Breton Island to the north; one assignment in Nipawin, Saskatchewan; the City of Moncton, City of Dieppe and Town of Riverview in New Brunswick; and a comprehensive Transit Feasibility Study and Implementation Plan for the island of Saipan, Northern Mariana Islands (population: 50,000 and part of the US Commonwealth).

"Congratulations, Wally! I just know you will be successful. You are probably the best consultant I have worked with – no guff! You always deliver what you say you will (usually more), and your reports are so concise and to the point. It is a pleasure. Best of luck in your new endeavour" Debbie Korolnek, P. Eng.,
Director of Engineering Services, Town of Bradford West Gwillimbury

The Transit Consulting Network business model is based on providing clients with key senior level consultants with a minimum 20 years' experience in transit consulting. This maximizes client confidence in TCN's ability to minimize the learning curve, quickly overcome challenges identify opportunities when undertaking transit service reviews, and being able to translate recommendations into realistic actionable items. A key attribute of TCN is our ability to communicate effectively with staff in all municipal departments, Council members, and the wide range of community stakeholders.

1.2 Key Project Team Members

All Transit Consulting Network project team members have extensive experience in working together with the City of Sault Ste. Marie. Each member's years of experience and roles are summarized as follows:

Team Member	Company	Years of Experience	Project Team Role
Wally Beck	Transit Consulting Network (TCN)	42 years	Project Manager and Senior Public Transportation Specialist
Vincent Mauceri	Transforward Consulting Group, Inc.	35 years	Senior Technical Support
Charles Fitzsimmons	TechKnowledge Consulting	35 years	AODA Compliance of Conventional Transit Operations – Advisor
Pat McAuley	Tulloch Engineering Inc.	35 years	Senior Advisor
David Kriger	David Kriger Consultants Inc.	35 years	Greenhouse Gas and Emissions Specialist
Kim Laursen	Ladybug Administration	20 years	Technical and Administrative Support

Wally Beck, C.E.T., President, Transit Consulting Network

Role: Project Manager and Route Network Design

With over 40 years of experience in the transit industry, Wally possesses both high-level and hands-on experience in many transit disciplines, including strategic planning, route and network design, marketing, scheduling and operations, specialized transit strategies, mobility hub and corridor studies, transit terminal location and functional design, commuter parking strategies, transit service reviews, establishing performance goals, ridership growth strategies, fare pricing policies and strategies, smart card functional design, CAD/ AVL, business intelligence (BI) solutions, business case assessments and financial planning, transit-friendly development design, alternative service strategies, organization reviews, transit business models and governance, and stakeholder consultations at all levels.

Relevant to the Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie requirements, Wally has extensive experience with:

- Route and route network design strategies
- Transit scheduling and operations
- 'Smart Bus': CAD/ AVL: passenger counting, vehicle monitoring technology and implementation
- Integrated smart card technology functional design and implementation
- Design and Implementation of Timed Transfer Systems
- Location and functional design of transit mobility hubs
- Transit land use design and service design policies that have formed the basis for many transit systems across Ontario and Canada
- Development and implementation of alternative forms of low-cost service delivery
- Development and implementation of specialized transit integration with conventional transit
- Developing strategic fare pricing and smart card technology policies to increase transit use
- Transit ridership growth strategies

A key attribute of Wally Beck's experience is fully understanding how recommendations translate to on-the-street performance, customer service and municipal budgets.

Proposal for the Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

Mr. Patrick McAuley, MBA, P.Eng. – Tulloch Engineering Inc.

Role: Senior Advisor

Mr. McAuley will be a Senior Advisor on this assignment. Mr. McAuley has over forty years of work experience with thirty of those years spent working with the Corporation of the City of Sault Ste. Marie. During his time at the City, Pat held positions including the Commissioner of Public Works and Transportation, the Deputy Commissioner of Public Works and Transportation and the Acting Commissioner of the Engineering and Planning Department. Pat has extensive experience in project management, engineering design, and the completion of Class Environmental Assessments and is leading the Feasibility Study looking at the potential integration of the City's transit operations at the Public Works and Transportation site. He brings extensive knowledge of the City's operations to the assignment, including the City's transit system, and will provide specialist, local knowledge to the project team with a focus on potential satellite terminal/ mobility hub locations and the existing downtown terminal.

Vince Mauceri, MCIP, RPP, BES

Role: Senior Technical Support, Transit Operations

Vince is a strategic and operational transportation professional offering more than 35 years of experience and success in both the *public and private sectors* in public transit (conventional & paratransit). Vince worked in municipal transit operations, planning, marketing and management for nearly 18 years at municipalities and agencies (Burlington, Mississauga, Hamilton, Kitchener-Waterloo, and TTC), including 7 years as the City of Burlington's Director of Transit & Traffic. Vince Mauceri and Wally Beck have collaborated since 1983 when Vince and more recently on several assignments including: Orillia Transit Operations Review (current); current Sault Ste. Marie Transit Relocation Feasibility Study (traffic impact advisor), Town of Fort Erie 5-Year Service and Route Redesign, County of Simcoe Reinvestment of Social Assistance Program Savings study, which addressed expansion of the municipal bus pass programs in the County; and a confidential study review of state-of-art transit smart card applications around the world.

David Kriger, P.Eng. MCIP, RPP

Team Role: Quantification of GHG and Air Pollutant Impacts

David Kriger will quantify the GHG and air pollutant impacts that arise from recommended service improvements, such as those that yield increased ridership (fewer auto trips) or more efficient transit operations. These quantifications will serve as inputs to the assessments of the benefits and costs associated with recommended improvements. They also can demonstrate tangibly to the public, Council and senior governments how the improvements will help sustainability goals and Climate Change measures. David has developed practical methods that are individually tailored to each operator's unique conditions, in order to yield transparent and credible results. Working with Wally, David has estimated GHG and air pollutant benefits for transit operators of all sizes throughout Canada, including most recently in the *Sault Transit Relocation Feasibility Study*, for which David adapted the methods to work with Sault Transit's data.

David has also incorporated methods for estimating GHG and air pollutant in transit business case guides for Transport Canada and for the BC Ministry of Transportation, which transit operators have used as the basis for securing transit capital funds. David also led the most recent (fifth) *TAC Urban Transportation Indicators Survey*, which examined several trends in GHGs and air pollutant emissions in Canada's largest municipalities. David has 34 years of national and international experience, and is recognized as an authority for his promotion of methods to develop transparent, credible and reliable forecasts of the impacts of transit and other transportation improvements. Prior to establishing David Kriger Consultants Inc. in 2011, David was an executive, with Wally, in a multi-national engineering firm.

Charles Fitzsimmons, BA, CAE

Team Role: AODA Compliance of Conventional Transit

Charles is one of Canada's most experienced community transportation consultants. His 75 projects include working with Wally Beck on approximately 10 transit studies across Canada including the 2012-2016 Sault Transit/ ParaBus Master Plan. His client list includes Transport Canada, the governments of Nova Scotia, Alberta, British Columbia, Ontario, Quebec, and two dozen municipalities large and small.

Kim Laursen

Team Role: Technical Support and Administration

Kim Laursen has worked with TCN since its inception in 2012, assisting with peer reviews, on-line survey design and analysis, research, and administration. She provided administrative and lower-level technical support on 14 assignments undertaken by Transit Consulting Network across Canada and internationally.

Summary

Our Transit Consulting Network team is unique, consisting of key team members that are senior independent professionals with a long-term history of working together within the transit industry. This combination will provide the City of Sault Ste. Marie with a seasoned team that understands both the technical aspects of transit and the political and financial realities of investing in transit services.

1.3 Sault Ste. Marie Experience

(Current) 2016-2017 Tulloch Engineering – Feasibility Study - Transit Operations and Garage Potential to Integrate with Public Works and Transportation Site. Transit Consulting Network assessed the operational, financial and environmental impact to help the City to determine whether or not to remain at the existing Sault Transit maintenance facility at 111 Huron Street or relocate to the Public Works and Transportation Centre at 128 Sackville Road. The interim findings pointed to the need to conduct a comprehensive operational review of the Sault Transit conventional bus service in 2017.

2012-2016 Sault Transit and ParaBus Master Plan. Wally Beck was the project manager and principal contact for this strategic study based on the successful implementation of their previous 2006-2010 Transit Ridership Growth and Asset Management Plan. The study was unique since it involved a new vision with respect to accessibility, a new route network and mobility hub strategy, terminal design concepts, and clearly identifying the need for a new maintenance facility, fare pricing strategies (U-Pass program and Smart-cards), transit technology assessment and update, and a transit and ParaBus organization plan. The study approach treated conventional and specialized transit as one given the integration of specialized transit customers with conventional transit customers. It is interesting to note that the 2015 total direct operating costs estimated by Wally Beck for the 2012-2016 financial plan was estimated at \$8,138,270 while the actual costs reported by Sault Transit was \$8,225,607 (within 1%).

2006-2010 Sault Ste. Marie Transit Ridership Growth and Asset Management Plan. The study required a detailed review and an unprecedented public consultation process in developing a strategic plan and meeting the requirements of the Ridership Growth and Asset Management Plans for both conventional and specialized transit. There were a number of innovations and target markets identified to enhance ridership growth in a fiscally responsible manner, which was successfully implemented by the City.

2005 Sault Ste. Marie Smart Card Feasibility Study. Developed a business case to support the purchase and implementation of an 'e-purse contactless farecard' (smart card) technology, which could replace costly electronic registering fareboxes. The business case methodology mirrored that of what is known as the Presto Card now in place in the Greater Toronto Hamilton Area. The methodology used still applies today.

1.4 Similar Projects, Special Skills and Knowledge

The following lists Ontario municipalities that Wally Beck has worked in and the applicable skills and knowledge required that would be brought to the Operational Review of Sault Transit:

Transit Studies (Ontario Only)	Planning and Scheduling	Route Network Design	Transit Operations	Transit Maintenance	Alternative Vehicles	Data Collection and Analysis	Transit Land Use Guidelines	Bus Terminal Location & Design	Transit Performance Measures	Transit Peer Reviews	Operating and Capital Budgets	Ridership Growth Strategies	Transit Fare Policies	Organization Reviews	Technology & Implementation	Community Outreach
Kitchener-Waterloo	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Town of Midland	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Town of Penetanguishene	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Town of Hunstville	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Town of Bradford-West Gwillimbury	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Sault Ste. Marie	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Town of Owen Sound	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Burlington	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Mississauga	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Brampton	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Durham Region	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
York Region Transit	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Town of Port Hope	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Town of Cobourg	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Municipality of Prince Edward County	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

1.5 Project Descriptions and References

The projects referenced below were managed by Wally Beck. A summary of the projects and their relevancy to the Sault Transit service review are provided as follows:

REFERENCE #1: City of Moncton, City of Dieppe, Town of Riverview, New Brunswick (2014) Regional Sustainable Transportation MP
Transit Consulting Network was retained by HDR as the transit lead consultant to develop a short- and long-term transit strategy in the RSTMP. He addressed innovative route network designs, a fleet plan, and the relocation of the downtown bus terminal, transit priorities, and bus rapid transit options. Wally confirmed that the timed transfer system (TTS) route network design initiated prior to study commencement was sound. He also recommended the combining of some routes that would result in higher service levels to increase transit ridership without increasing costs or fleet size. Mr. Beck has since been retained by the City of Dieppe (pop. 27,000) to review the route network design, vehicles schedules, and service delivery options recommended by Mr. Beck in the original RSTMP.

*"... Your review of our current service provides confirmation to maintain...and to plan new transit designs within the principles of the report for optimal outcomes. You provided the transit staff a voice in this (RSTMP) process, addressed the concerns staff brought forward on transit planning issues and operations challenges and recommended solutions in the report...I look forward to working with you again in the future."
Angela Allain, General Manager,
Dept. of Public Transportation*

For more information, please contact:

Angela Allain, General Manager, Department of Transportation, City of Moncton
(506) 853-3559 angela.allain@moncton.ca

REFERENCE 2: Town of Fort Erie – 5-Year Service and Route Redesign and Bus Stop Infrastructure Plan

A complete redesign of the Town of Fort Erie transit service was undertaken to guide Fort Erie over the next 5 years with the first three years resulting in a proposed doubling of the service. The study addressed the linking up of outlying communities not served by transit, downplaying the existing terminal location and building a more central facility based on the new route designs approved. We also developed an implementation plan to transition Fort Erie Transit from a 'flag stop' practice to a fixed and flag stop combination.

*"... Council passed the 3 year phased in approach to include the extra bus, new North route, am/pm hours expanded and Sundays!...I cannot thank you enough for your work.
Carla Stout, Administrative Supervisor - Infrastructure Services & Transit Program Manager*

For more information, please contact: Carla Stout, Administrative Supervisor - Infrastructure Services & Transit Program Manager, Corporation of the Town of Fort Erie, 1 Municipal Centre Drive, Fort Erie, ON, L2A 2S6; (905) 871-1600 ext. 2401; cstout@forterie.ca

REFERENCE 3: Town of Penetanguishene Transit Feasibility Study and Implementation Plan

Extensive consultation process led to the development of transit service concepts that involved either a stand-alone service linked to Midland Transit or a fully integrated and seamless service with Midland Transit. The integrated service concept also provided enhanced service within Midland that would reduce Midland costs. The study also addressed a recommended business model and cost-effective partnerships with other agencies such as Social Services.

"...your in-depth experience was evident and provided us with confidence in you and your team... able to translate technical findings and present them in easy to follow real-life situations....well received by Council". Stacey Cooper, Deputy Clerk, Town of Penetanguishene

For more information, please contact: Stacey Cooper, Corporate Service Executive Assistant/ Deputy Clerk, Accessibility Coordinator, Town of Penetanguishene; (705) 549-7453 x211; scooper@penetanguishene.ca

Additional references and letters of recommendation can be supplied upon request.

1.6 The Value of Transit Consulting Network

The value services of the Transit Consulting Network are summarized as follows:

- In-depth understanding of Sault Transit and ParaBus route network design, issues and opportunities due to consulting assignments since 2005
- A company whose primary focus is on transit planning, operations, maintenance, transit service reviews, and implementation plans for small to medium-sized transit systems
- Senior consultant team members that have direct municipal experience as municipal transit officials that also bring Canada-wide and international consulting expertise from similar studies
- A Project manager that has developed and implemented a timed transfer system that involved operations planning, scheduling, locating mobility hub transfer locations (satellite terminals), alternative forms of low-cost service delivery to feed into outlying transit terminals, and the integration of specialized transit and conventional transit
- A project manager that has municipal experience and is able to work constructively with bus operators and unions, transit support staff and management, senior City officials and councillors
- One of the most experienced Transit consultant project managers in the industry today will lead and be the primary point of contact throughout the study
- The ability to answer virtually all questions in a timely manner to maximize public confidence
- Ability to bring in lessons learned from numerous transit studies and implementation plans with similar-sized communities
- A project manager that has the ability to communicate with the hearing impaired

2. BACKGROUND AND UNDERSTANDING

2.1 Background

The City of Sault Ste. Marie is well known as a desirable and affordable place to live that also serves surrounding communities, complemented by the presence of Sault College and Algoma University. The population has decreased by 2.4 per cent since the last census in 2011 attributed mainly to challenges in the local steel industry, which was historically the core of the City's economy. To offset the impact of the steel industry's uncertainty in the past and present, the City has been successful in diversifying its employment base by attracting call centres, information technology firms, alternative energy companies, and forming partnerships such as the Sault Ste. Marie Innovation Centre. In this regard, Sault Ste. Marie Transit (Sault Transit) plays an integral role by enabling residents that do not own or have access to an automobile to access jobs, schools, goods and services that are accessible to non-transit customers.

Transit Ridership has been on the decline recently. Over the 2011-2015 five-year period, Sault Transit ridership dropped by 102,994 annual revenue passengers - a nominal 5.2% reduction from 1,990,583 passengers in 2011 to 1,887,639 passengers in 2015.

Year	Annual Revenue Passengers	Revenue Vehicle Hours	Municipal Operating Contribution per Capita	Average Passenger Fare	Cost Efficiency	Reg Service Passengers per Capita	Regular Service Passengers per Vehicle Hour	Revenue Vehicle Hours per Capita
Sault Ste Marie 2011	1 990 583	82 594	\$61 57	\$1 14	\$92 41	28 48	24 10	1 18
Sault Ste Marie 2015	1 887 639	84 153	\$71 78	\$1 22	\$97 04	26 86	22 31	1 20
Change 2015 Vs 2011	-102,944	1,559	\$10.21	\$0.08	\$4.63	-1.62	-1.79	0.02
% Change 2015 Vs 2011	-5.2%	1.9%	16.6%	7.0%	5.0%	-5.7%	-7.4%	1.7%

This is not considered a large decline over 5 years; however, there was a significant recent drop of almost 10% (183,358 passengers) in just one year (from 2015 to 2016) to 1,694,358 passengers. This translates to a drop in transit system revenues, which must be absorbed either through higher taxes, increased bus fares, reduced service or a combination of all three. This creates challenges, which are to be addressed head-on in the Comprehensive Review of the Conventional Transit Operation.

2.2 Understanding

Since the 2006-2012 Sault Transit Service Review, the Sault Ste. Marie environment has evolved as has the transit industry in general. The study will need to recognize and address the following:

A different approach to previous transit service reviews is needed. In meeting the challenge, the study will need to have a focus different from the one taken during the 2006-2011 and 2012-2016 transit service reviews, which focussed on transit service expansion, updated service standards, etc. for the current network. Given the recent drop in transit ridership, it will be important to have transit service standards in place that adapts to lower transit use but is sufficiently flexible to adapt to potential growth in transit ridership. For example, if demand is not warranted based on established criteria, service should be adjusted accordingly to adapt; however, the service standards should also be sufficiently flexible to increase service should it be required if the downward trend reverses. This study needs to assume that service should be limited to 80,000 hours per year as stated in the Request for Proposal.

The Province will be doubling the dedicated gas tax from 2 cents to 4 cents. The recent announcement to gradually double the gas tax from 2 cents to 2.5 cents in 2019-2020 to 4 cents by 2021-2022 can be a game changer. The study team will; however, still need to address solutions until then (2018-2019) and work within the 80,000 hours of service and determine how the additional funds can be used thereafter.

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Although downtown-oriented transit route networks work well, there is a downside. Sault Transit operates a radial route network whereby all routes terminate in one location - the downtown terminal – to accommodate transfers. Given the city's growth north of Second Line, and long east-west routes in place, an increasing number of transit customers are reported by staff to take over an hour to travel from home to their destination simply because they have to travel out-of-direction via the downtown terminal. By looking at alternatives that can reduce the average travel time taken to get from point A to point B, the City has the potential to work within given resources while improving service to the public.

New routing and route end points will impact deadheading costs, greenhouse gases and emissions.

The study should address how deadheading costs and emissions can be impacted if the start and end points of transit routes change if new mobility hub/ transfer points change. We will provide a separate worksheet information needed to help the City quantify the impact of where buses pull-out and pull-in (i.e. calculating deadhead impact). This metric is in line with the current garage location feasibility study.

Untapped target markets should be explored within and outside the City of Sault Ste. Marie. The City offers goods and services that need to be accessed by residents not sufficiently served within the city as well as beyond the City such as Garden River First Nation (i.e. Pawating Place, Bingo Hall, church, new subdivisions) east of the City, currently served closest by Route 4 Riverside and Route 5 MacNabb. The student market represents the future of transit and as such, route and service design can play an important part in reversing the recent ridership decline.

Integrated fare collection with 'smart bus' technologies are changing the transit business landscape.

With the aging GFI registering fareboxes currently in place at Sault Transit, Wally Beck, Project Manager, can update his Sault Transit 2005 smart card business case assessment, recognizing the advances made in the integration with smart card data and CAD/ AVL. He will bring his current experience with several low-cost integrated systems that have successfully been implemented at several Ontario municipalities within the last 3 years.

Buses are expensive to buy. Given the large capital outlay needed to purchase 12.2 metre transit buses, many Ontario transit systems have moved from a 12-year to a 15 to 18-year life cycle by undertaking full refurbishments after 9 or 10 years of service. The business case for bus refurbishments will need to be fully explored with Sault Transit maintenance staff when developing the 10-year fleet replacement plan.

Availability of several accurate passenger load and transit travel time data samples will be needed to provide for realistic solutions and confidence in the data obtained. Significantly improving upon past single weekday on-board manual data collection surveys can go a long way to redesigning routes and being assured they will be realistic. Transit Consulting Network will supply 2 automatic passenger counters (APCs) to install on buses to be rotated throughout the transit system by Sault Transit up to seven days per week over a 6-month period, providing data never obtained in the past.

Partnering with the Community Geomatics Centre is a positive. With the proposed installation of APCs, the extensive data can be analyzed through the availability of GIS bus stop data to better understand the transit market (i.e. demographics and socio-economic status) in proximity to bus stops.

The study consultant needs to understand the Sault Ste. Marie environment. One important thing that Transit Consulting Network team has learned from past assignments in Sault Ste. Marie is to recognize that the City of Sault Ste. Marie is a close-knit welcoming community with a stable population rather than a high growth municipality bordering large urban centres in southern Ontario such as the Greater Toronto and Hamilton Area (GTHA); solutions that work there will not necessarily work in Sault Ste. Marie.

Proposal for the Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

Other considerations. The review will need to address existing and future services relative to an updated policy framework and action plan customized for the City of Sault Ste. Marie that will:

- Focus on transit operations and the unique Sault Ste. Marie environment and roadway network
- Update route and service design principles based on what both transit customers and non-transit customers are saying to make transit more convenient and a mode of choice
- Potentially reduce the role of the existing downtown terminal
- Build on the Transit Consulting Network findings of the current feasibility study: City Sault Ste. Marie Transit Operations and Garage Potential to Integrate with Public Works & Transportation Site
- Understand growing expectations of seniors who are making up a larger portion of the population
- Appreciate the expectations of the millennial generation and new Canadians who, unlike previous generations, are more supportive of sustainability and the environment and as such, tend to defer auto ownership while some may choose to not own a car at all
- Maximize transit efficiency (how well our given resources are being allocated)
- Maximize transit effectiveness (the degree that transit meets resident needs)

Ultimately, the Operational Review must reflect the input of a diverse group of stakeholders – transit customers, non-transit customers, front-line Sault Transit staff, businesses, and Council. Recognizing that transit cannot be all things to all people, it will be of paramount importance that the top priorities are met and that consensus is reached among all stakeholder groups.

2.3 Study Approach

The Transit Consulting Network study approach will build on the success and best practices of similar Transit service reviews and implementation plans that incorporated the following elements that proved successful:

- Transparent and inclusive community engagement process
- Build on the previous successful on-line survey conducted for the 2012-2016 Public Transit Operations Review and compare the change in attitudes and priorities since then
- Confirming consensus throughout the study
- All major tasks conducted personally by experienced senior consultants
- Bringing first hand medium-sized transit operations and budgeting expertise to the study
- Recognizing that transit operating environments vary from one municipality to another, regardless of population size
- Recognizing the sense of fiscal responsibility
- Properly articulating information to people who are not familiar with public transit
- Ongoing liaison with the City's Study Project Manager
- Responsiveness to all inquiries in a timely manner
- Earning the City's confidence through a logical, dynamic and effective work plan

The ultimate goal and challenge are to make adjustments to Sault Transit that will maintain the ability to meet community needs while operating effectively within available resources and 80,000 annual transit revenue hours of service. The study must find solid evidence on which to base recommendations that will lower the unit cost and/or improve the quality of conventional transit and community bus service, while ensuring full and timely compliance with AODA IASR requirements.

2.4 Work Plan Summary

Phase and Task	Key Activities	Milestones
Phase I: Critical Evaluation of Existing Transit Services		
Task 1 : Project Initiation	- Project Initiation meeting and site visits - Review of past and relevant Sault Ste. Marie Transit and planning reports, including current Transit Relocation Feasibility Study	
Task 2: Transit Report Card and Peer Review	Transit Report Card and Transit Peer Review to ascertain what the data tells us	
Task 3: Stakeholder Outreach Program	- Inclusive stakeholder (focus group) engagement process - On-the-street transit customer interviews - Web-based community survey (transit and non-transit users) and compare with 2012 to 2016 on-line survey results - Up to three public open houses	
Task 4: Data Collection and Analysis	- Review available Sault Transit data and reports - Installation of two Automatic Passenger Studies to collect and analyze passenger load and schedule adherence data.	Milestone 1 Evaluation Existing Transit Services Report
Phase II: Transit Service Plan		
Task 5: Update Transit Policy Framework	- Update goals and objectives, service standards, fare policies, walk distances, and route design principles - Update previous transit ridership growth strategies to support the Policy Framework	
Task 6: Finalize Routes, Mobility Hub Locations and 5-year Transit Service Plan	- Finalize mobility hub locations - Draft route and network plan - Transit service and implementation plan - Sault Transit staff and Bus Operator Open House	
Task 7: 10-year Asset Management Plan	- Fleet replacement and expansion plan - Smart Bus (APCs, CAD/ AVL, etc.) - Smart Card business case assessment - Other transit infrastructure requirements	Milestone 2 Draft Transit Service and Asset Management Plan
Phase III: Final Transit Service Plan and Report		
Task 8: Draft Transit Service and Financial Plan	- Draft 2018-2022 Transit Service Plan and Budget - Draft 10-year Transit Asset Management Plan and Budget - Present to Project Steering Committee; amend, as required - Public Open House #2	
Task 9: Final Draft Report and Council Presentations	- Amend report based on Task 7 input and review with City Project Manager - Prepare Final Report, Executive Summary and PowerPoint presentation - Present to Council	Milestone 3 Final Report

Our work plan consists of the following:

3 Milestones with 11 Deliverables 5 Project Steering Committee meetings 5 Transit Focus Groups 2 separate agency meetings	- Up to 4 Public Open Houses - Bus Operator Open House 2 meetings with Council (includes informal focus group format)
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3. PHASE I: CRITICAL EVALUATION OF EXISTING TRANSIT SERVICES

3.1 Task 1: Project Initiation

Objective:

- To ensure satisfaction with, and confidence in, the study work plan and approach.
- To build on previous studies, policy documents and lessons learned

3.1.1 Project Initiation Meeting

Activities:

- Review the work plan (schedule, meetings and deliverables), and update as required
- Review and discuss the study's high-level goals and objectives and identify sensitive items that need to be understood and/or addressed
- Site assessment of existing downtown terminal and transit service areas
- Confirm data collection and survey effort to be undertaken
- Discuss potential role of Community Geomatics Centre
- Confirm stakeholders to be invited to the forthcoming stakeholder outreach program
- Prepare content for Public Newsletter to be posted on the City's website and social channels

3.1.2 Review of Background Information

Activities:

- Review documentation to be supplied by the City as identified on Page 7 of the RFP
- Review of pertinent information of the transit garage relocation feasibility study
- Review of Sault Ste. Marie Transit Smart Card Feasibility Study

Task 1 Meetings:

- Project Steering Committee meeting #1

Task 1 Deliverables:

- #1: Minutes plus updated work plan, schedule and budget, if required
- #2: Newsletter #1 to be posted on City website.

3.2 Task 2: Transit Report Card and Peer Review

In the Report Card and Peer Review task, TCN will undertake an assessment of Sault Transit operations and performances over the previous five-year period to identify trends. We will then use key Canadian Urban Transit Association (CUTA) statistics and compare Sault Transit to similar transit systems across Ontario in a high-level peer review.

Objectives:

- To help establish reasonable expectations in the provision of public transit at the outset of the study by benchmarking Orillia against itself and with its peers
- To help assess strengths and weaknesses over recent five-year performance period

TRANSIT SYSTEM	TOTAL MUNICIPAL POPULATION	SERVICE AREA POPULATION	RATES PER 1,000 POPULATION	ANNUAL SERVICE HOURS PER CAPITA	ANNUAL PASSENGERS PER CAPITA	AVERAGE FARE	TOTAL COST PER HOUR	COST PER PASSENGER	NET INVESTMENT FPPA CUTA
Sault Ste. Marie	74,000	85,500	4.1	1.3	27.3	\$1.15	\$88.35	\$2.45	\$69.12
Leithridge	85,492	85,492	4.4	1.3	25.9	\$0.64	\$77.47	\$2.99	\$69.79
North Bay	53,000	49,000	4.7	1.2	38.5	\$1.50	\$85.20	\$1.21	\$43.04
Essex-Brimley	102,000	68,000	2.4	0.4	4.6	\$2.00	\$94.20	\$5.11	\$16.20
Midland	100,525	100,525	3.6	0.5	22.4	\$1.00	\$85.63	\$2.36	\$52.76
Thunder Bay	110,000	109,000	4.5	1.2	32.8	\$1.33	\$82.11	\$2.46	\$79.94
Barrie	52,000	52,000	4.4	1.2	21.3	\$0.95	\$63.78	\$2.53	\$54.01
Brampton	93,399	93,399	3.1	0.8	11.5	\$1.33	\$122.84	\$5.56	\$63.68
Peterborough	80,000	80,000	6.1	1.3	52.1	\$1.39	\$79.15	\$1.00	\$52.05
Niagara Falls	85,000	80,000	3.5	0.8	18.2	\$1.18	\$104.05	\$2.79	\$47.65
Sarnia	71,413	71,413	3.2	N/A	14.9	\$1.13	N/A	\$2.09	\$46.03
ALL CUTA (excluding Sault)	601,240	601,240	4.0	1.3	23.9	\$1.36	\$94.20	\$2.45	\$54.43

Proposal for the Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

Activities:

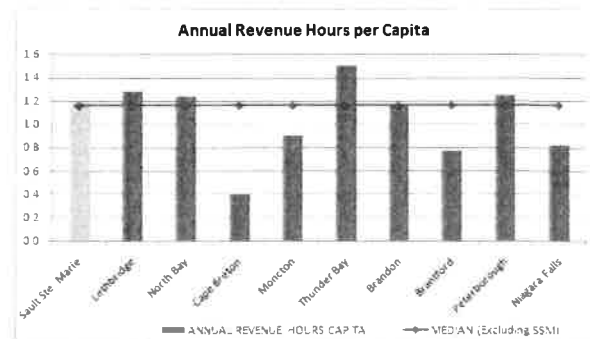
- Review five-year (2011-2015) Sault Transit performance using available CUTA statistics and present in technical memorandum; and compare 2015 with 2016 results
- Most current Peer Review (2015) of up to eight similar Ontario transit systems plus average of Ontario municipalities in the 50,000 to 150,000 population group.

Summary of Meetings:

- Sault Ste. Marie Project Manager

Deliverables:

- #3: Sault Transit Report Card and Peer Review



3.3 Task 3: Stakeholder Outreach Program

The review of background information, the Sault Transit report card and peer review will provide the background information needed to move forward to a critical part of the study – the stakeholder outreach program. The stakeholder outreach needs to be more inclusive than in previous reviews. Should significant changes be needed, maximizing consensus among transit customers and other stakeholders must be a priority.

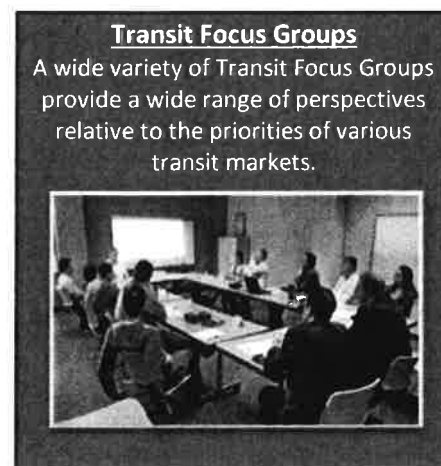
We propose to be in Sault Ste. Marie for up to up to four (4) consecutive days to conduct a series of public consultations. We will present the study's objectives, Report Card, Peer Review highlights, and preliminary stakeholder input to members of staff and Municipal Councillors.

Objectives:

- Due diligence to ensure all community stakeholders have an opportunity for input and able to identify priorities
- To ensure Council is comfortable with the study process and objectives when communicating with constituents

3.3.1 Transit Focus Group Activities

- Prepare Transit Focus Group (TFG) agendas and moderate five (5) TFG meetings (60 to 90 minutes each). It is recommended that 6-10 representatives from the following stakeholder groups would be available:
 1. **Sault Transit Staff (TFG Meeting #1):** Supervisors, management, information staff, and dispatching
 2. **Transit Operations Staff (TFG #2):** Bus operators, supervisors
 3. **Sault College and Algoma University (TFG Meeting #4):** Student council representatives
 4. **Garden River First Nation (TFG Meeting #3)**



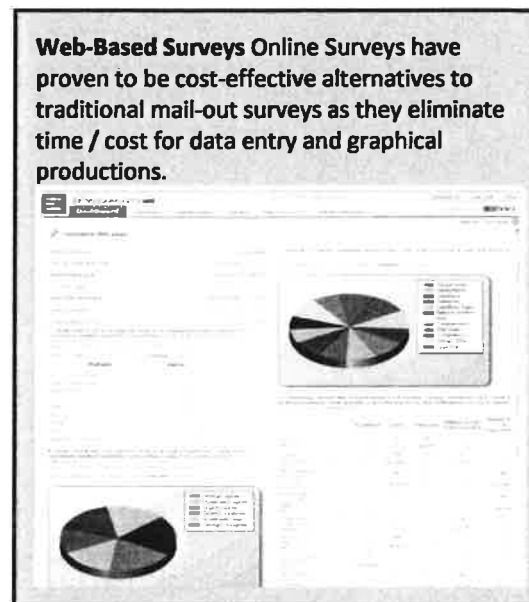
5. **Councillors' TFG (TFG Meeting #5):** To provide verbal presentation of TFG input to date and solicit input from councillors

- **Facilitate up to 3 Public Open Houses:** The Consultant will facilitate a public open houses at venues to be determined in consultation with the City.
- **Community Geomatics Centre:** Meet with representatives to identify opportunities for co-operation
- **Social Services:** Meet with Ontario Works/ Ontario Disability Support Program representatives
- **On-street transit customer interviews:** One on one personal interviews with up to 50 transit customers while using transit or waiting for their bus (e.g. terminal, hospital, etc.)
- Summarize TFG and Public Open House key messages, opportunities, and challenges.

3.3.2 On-line Community-wide and Employer Surveys

- Develop on-line community survey + separate employer survey and review with City Project Manager for approval prior to posting over a 3-week period by the City
- The on-line community survey will be posted by the City as a link on the City's web site/ social media, while survey notifications will be in viewed on transit buses and posted at the City's public facilities.
- Hard copies accessible to residents who do not have access to the Internet can also be made available (e.g. seniors centres)
- Summarize findings, compare with 2012 on-line survey results and review with City Project Manager followed by Project Steering Committee

Web-Based Surveys Online Surveys have proven to be cost-effective alternatives to traditional mail-out surveys as they eliminate time / cost for data entry and graphical productions.



Summary of Meetings and Consultations:

- Up to 5 TFG meetings
- Meet separately with Social Services and Geomatics Centre
- Up to 50 on-street face to face interviews with transit customers
- Up to three (3) Public Open Houses
- Project Steering Committee Meeting #2

Summary of Deliverables:

- **#4:** Summary of stakeholder outreach findings to be included in Interim Report #1: Evaluation of Existing Transit Services

3.4 Task 4: Data Collection and Analysis

Transit Consulting Network proposes to provide and install, at its expense, automatic passenger counters (APCs) on two conventional transit buses to be rotated through all routes for a period of up to 6 months. This approach would greatly improve upon a single weekday on-off/ travel time surveys, which were undertaken in the past; a 'typical' one-day data sample can be skewed by weather and many other factors. In fact, the data we propose to be collected will be the largest and most comprehensive data ever obtained for Sault Transit for all days of the week.

Proposal for the Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

The APCs will provide extensive and accurate data at the bus stop level for ons and offs and schedule adherence information; this will be complemented by a separate transfer trace survey similar to that undertaken for the 2006-2010 Transit Ridership Growth and Asset Management Plan.

The bus loading and schedule adherence analysis for each route by time of day and day of week is critical to the design of future service or modifying existing routes. Given the transit boarding data at the bus stop level, this provides an opportunity to partner with the **Community Geomatics Centre** to determine the relationship between bus stop volumes and defined service areas to better understand the transit market (e.g. demographics and socio-economic status) in proximity to bus stops.

As the APC data is collected, Sault Transit staff will have the ability to access the automatically generated reports throughout the study, providing staff first-hand staff experience with enhanced 'smart bus' applications and reports.

A 'transfer trace' survey at the downtown terminal will help the study team better understand and quantify the current out-of-direction travel taking place by transit customers. This would involve bus operators collecting transfers by trip at the downtown terminal where the vast majority of transfers are made. This transfer trace data can also act as origin-destination information that will help determine the potential for future route inter-lining, route redesign and alternative transfer locations to reduce customer travel times.

Objectives:

- To identify opportunities to improve efficiencies and effectiveness
- To provide direction relative to update transit service standards and performance criteria when developing an updated Transit Policy Framework (Task 6)

Activities:

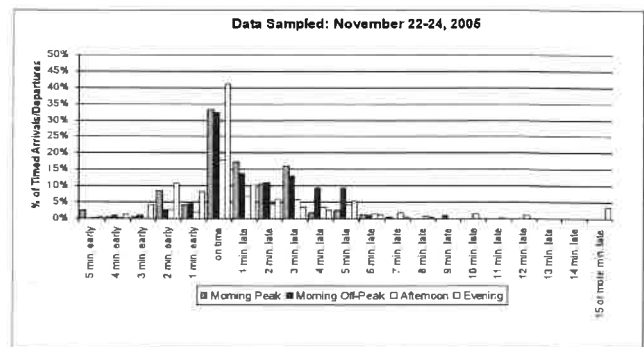
- Install two APCs and back-end software
- Review farebox reports to be provided by Sault Transit to calculate:
 - Revenue passengers and total boardings by route and day of week
 - Average fare
- Undertake transfer trace survey with assistance of transit staff
- Analyze route operating statistics:
 - Bus stop activities (ons and offs) by bus stop
 - Route load profiles by day and time of day
 - Schedule adherence analysis
 - Origin-destinations (route to route)
- Identify problem areas and opportunities during the study (through inherent APC analysis)
- Technical memorandum to be included in Interim Report #1: Evaluation of Existing Transit Services

Meetings:

- Project Steering Committee Meeting #3

Deliverables:

- **#5:** Technical memorandum that summarizes on-board data collection to be included in the Phase I report Evaluation of Existing Services.



Sault Transit Schedule Adherence Performance

Milestone 1: Evaluation of Existing Transit Services Report

4. PHASE II: TRANSIT SERVICE PLAN

The stakeholder consultations, complemented by the APC data analysis, and industry best practices will provide Transit Consulting Network with the information needed to update the 2012-2016 transit policy framework. In turn, the service standards of the transit policy framework will then guide the development of preliminary transit service concepts that can be short-listed then carried forward to Phase III: Final Report and Recommendations.

4.1 Task 5: Update Transit Policy Framework

Sault Transit's current policy framework developed for the 2012-2016 Public Transportation Operations Review provides a good starting point to update the Sault Transit vision, goals and objectives and service standards need to support them.

Objective:

- To assist in determining where service will be provided, when service will be provided and how service will be provided

Activities:

- Update policy framework developed for the 2012-2016 Public Transportation Operations Review
 - Vision and Mission statement to be in-line with City's strategic direction
 - Goals and Objectives to adapt to changing market conditions
 - Service standards to reflect the changing market and establish reasonable expectations for the transit customer to adapt to the changing market conditions
- Identify transit ridership growth strategies to meet the needs of various target markets
- Update Transit route design principles (directness of travel, walk distance, transfer rules)
- Review/ update fare pricing strategy to address various target markets
- Review and update existing Sault Transit accessibility policies to meet AODA requirements

Deliverable:

- #5: Transit Policy Framework technical memorandum to be reviewed with City Project Manager

Deliverable:

- Project Steering Committee #4

4.2 Task 6: Finalize Routes, Transit Mobility Hub Locations and 5-year Transit Service Plan

The detailed APC data, complemented by the transfer trace analysis, will provide the study team with the reliable data needed to identify alternative mobility hub locations where transfers can take place in lieu of the existing downtown terminal. The stakeholder outreach program results will also be used to identify other specific target markets not served today (e.g. Garden River First Nation) that could potentially link up with existing Sault Transit services at alternative transfer/ mobility hub locations. Consideration will be given to both on-street and off-street transfer locations or combinations of both.

Objective:

- To reduce transit passenger travel times and attract target markets not served today
- To reduce the reliance on the existing downtown terminal
- To improve the level of transit service within 80,000 hours of revenue service per year

4.2.1 Draft Route and Network Design

Activities:

- In a high-level matrix format, compare various network design concepts to be considered for Sault Transit: radial route (existing); modified radial route, timed transfer system (TTS), grid network, community bus service, feeder services, and express routes
- Based APC data analysis, identify potential alternative mobility hub/ transfer locations where timed transfers can take place; confirm final locations with City Project Manager
- Redesign routes and travel times and confirm with Sault Transit operations and scheduling staff
- Obtain feedback at bus operator open house during shift changes at Sault Transit for input. Modify, if required, route and network plan based on bus operator input

4.2.2 Draft Transit Service and Implementation Plan

Based on all the findings, policy framework and conclusions reached to this point in the study, TCN will develop the 2018-2022 Service Plan for conventional and community bus services.

Activities:

- Develop draft 5-year service and implementation plan that outlines each year (2018 – 2022) the following: summary of route service changes, vehicle requirements, frequency of service by time of day, day of week, and season/ time of year

Deliverable:

- #7: Draft 5-year transit service and implementation plan.

Meetings:

- Sault Transit Bus Operator Open House

4.3 Task 7: 10-year Transit Asset Management Plan

To support the 2018-2022 proposed transit service plan, Transit Consulting Network will assess the infrastructure, rolling stock and technology that will be needed over the ten year period (2018-2027).

Objective:

- To support successful implementation of the 5-year transit service plan and beyond

Activities:

- Identify infrastructure requirements to support additional mobility hubs and route modifications
- Assess need for existing off-street downtown terminal. Will a scaled down facility or on-street bus transfer facility with heated shelter(s) be adequate? If the current building is not required, what is needed? Or should the terminal building be enhanced?
- Assess existing technology and potential to expand and integrate 'smart bus' (CAD/ AVL) capabilities such as real time 'next bus' transit alerts and other mobile applications
- Update 2005 Sault Transit business case assessment for smart card technology
- Develop a fleet replacement, expansion and, if applicable, bus refurbishment program
- Identify other capital requirements based on recommended transit service plan and public input, such as bike racks on buses, security cameras, real time schedule monitors, etc.
- Review with City Project Manager, amend as required and present to Project Steering Committee

Deliverable: #8: 2018-2027 Draft Transit Asset Management Plan and Budget

Meetings: Project Steering Committee Meeting #5

Milestone 2: Draft Transit Service and Asset Management Plan

5. PHASE III: TRANSIT SERVICE AND FINANCIAL PLAN

5.1 Task 8: Draft Transit Service and Financial Plan

The preliminary service plan developed in Phase II will guide the development of the Final Report

Objective:

- To maximize community support of the Transit Service Plan and Asset Management Plan
- To provide a blueprint for the City of Sault Ste. Marie to follow

Activities:

- Confirm fixed operating costs (costs incurred regardless of level of service) and variable operating costs per hour (direct costs related to quantity of service hours) with City Project Manager
- Confirm fare pricing policies and average fare to be used
- Confirm ridership growth estimates and revenues with City, using best practices methodology
- Review non-passenger revenue opportunities (advertising, partnerships)
- Identify quick wins (improvements that can be implemented in 2016 without increases to budget)
- **Develop the draft 5-year (2018-2022) service plan, 10-year (2018-2027), asset management plan and financial plans** that will include a breakdown of specific service changes (implementation) for each year (2018-2022):
 - Total revenue hours of service
 - Hours of service and fleet requirements
 - Projected impact on ridership and revenue (methodology used to be confirmed with City)
 - Impact on efficiency and effectiveness performance measures

Revenue Hours and Passengers	Base Year					
	2011	2012	2013	2014	2015	2016
Population	75,500	75,964	76,431	76,901	77,374	77,850
Revenue Hours	83,853	84,369	84,887	85,409	85,935	86,463
Cost per Revenue Hour	\$ 94.61	\$ 94.61	\$ 94.61	\$ 94.61	\$ 94.61	\$ 94.61
Additional TransCab Service	\$ -	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
Total Cost	\$ 7,933,332	\$ 7,990,115	\$ 8,039,198	\$ 8,088,582	\$ 8,138,270	\$ 8,188,264
Revenue Passengers	1,962,881	2,012,333	2,063,030	2,115,005	2,168,289	2,222,915
Average Fare	\$1.10	\$1.14	\$1.17	\$1.21	\$1.25	\$1.29
Passenger Revenues	\$ 2,159,169	\$ 2,284,974	\$ 2,418,109	\$ 2,559,002	\$ 2,708,103	\$ 2,865,892
Net Investment (Subsidy)	\$ 5,774,163	\$ 5,705,141	\$ 5,621,088	\$ 5,529,580	\$ 5,430,167	\$ 5,322,372

Sault Transit 2012-2016 Public Transportation Operations Review Financial Plan

- **Facilitate Public Open House:** TCN will prepare a PowerPoint presentation, up to 10 open house boards and present to the general public at a venue to be determined by the City. To maximize attendance, participants of the Transit Customer TFG will be encouraged to attend. City to publicize.
- Summarize Public Open House input and amend final draft report, as required.

Meetings:

- Project Steering Committee Meeting #6
- Public Open House #4

Deliverable:

- **#9:** Transit Service Plan and Financial Plan Draft Report
- **#10:** Newsletter #2 content to be posted on City website

Proposal for the Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

Budget

Budget	Transit Consulting Network Team						TOTAL HOURS	TOTAL COST
	Wally Beck	Vince Mauceri	Pat McAuley	David Kreiger	Charles Fitzsimmons	Kim Laursen		
	Project Manager	Sr. Tech.	Advisor	Specialist	AODA	Admin and Tech. Support		
Per hour rate	\$155	\$95	\$150	\$160	\$135	\$68		
Phase I: Critical Evaluation of Existing Transit Services								
Task 1: Project Initiation								
Task 1.1: Project Initiation Meeting	6	2	4		2	4	18	\$2,262
Task 1.1: Review of Background Information	8	12			2		22	\$2,650
Task 2: Transit Report Card and Peer Review	24	10	2			2	38	\$5,106
Task 3: Stakeholder Outreach Program								
Task 3.1: Transit Focus Groups (incl. customer interviews)	48					36	84	\$9,888
Task 3.2: On-line Community and Employer Surveys	36	16				30	82	\$9,140
Task 4: Data Collection and Analysis	40	48				20	108	\$12,120
Sub-total Fees	162	88	6	0	4	92	352	\$41,166
Disbursements Phase I:								
Travel expenses (2 person trips, 5 days)								\$2,600
APC Installation, testing, calibration (includes supplier travel)								\$4,800
Printing and graphics								\$1,200
Total Disbursements Phase I								\$8,600
Total Cost Phase Phase I								\$49,766
Phase II: Transit Service Plan								
Task 5: Update Transit Policy Framework	18				4	4	26	\$3,602
Task 6: Finalize Routes, Mobility Hubs, 5-year Service Plan								
Task 6.1: Draft Route and Network Design	60	40	6	12	4	18	140	\$17,684
Task 6.2: Draft Service and Implementation Plan (incl. report)	30	8		6	6	16	66	\$8,268
Task 7: 10-year Transit Asset Management Plan	10		2			8	20	\$2,394
Sub-total Fees	118	48	8	18	14	46	86	\$31,948
Disbursements Phase II								
Travel expenses (2 one-person trips)								\$2,600
Printing, route maps and graphics								\$2,600
Total Disbursements Phase II								\$5,200
Total Cost Phase Phase II								\$37,148
Phase III: Final Transit Service and Financial Plan								
Task 8: Draft Transit Service, Financial Plan (incl. open house)	40	24	4	2		8	78	\$9,944
Task 9: Final Draft Report and Council Presentation	24	8	6		2	12	52	\$6,466
Sub-total Fees	64	32	10	2	2	20	52	\$16,410
Disbursements Phase III								
Travel expenses (up to two one-person trips)								\$2,800
Printing and graphics								\$1,800
Total Disbursements Phase III								\$4,600
Total Cost Phase Phase III								\$21,010
TOTAL HOURS	344	168	24	20	20	158	734	
FEES BY PERSON	\$53,320	\$15,960	\$3,600	\$3,200	\$2,700	\$10,744		\$107,924
TOTAL								\$107,924
13% HST								\$14,030
TOTAL with HST								\$121,954

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



*Corporate Services
Finance Department
Purchasing Division*

*Tim Gowans
Manager of Purchasing*

Request for Proposal

Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

SECTION 1

INFORMATION TO PROPONENTS

1.1 Introduction

The City of Sault Ste. Marie is requesting proposals to conduct a comprehensive review and analysis of the conventional transit operation in Sault Ste. Marie; examining the effectiveness and efficiency of the existing bus routes; and providing recommendations to optimize service while remaining within the existing 80,000 annual revenue hours of service.

1.2 Date and Place for Receiving Proposals

All proposals must be sealed in an envelope properly marked as to contents ("**Proposal for Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie – File 2017CDE-CS-TR-02-P**") and delivered to:

**The City of Sault Ste. Marie
Attn: Manager of Purchasing
99 Foster Drive – Level 2
Sault Ste. Marie, Ontario, P6A 5X6**

By the following date and time:

Date: Friday, March 3, 2017

Time: 4:00 p.m., local (Eastern) time

Late Proposals will not be accepted and will be returned unopened.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

Request for Proposal (cont'd)

Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

The Contact Person for this RFP is Mr. Don Scott; Manager of Transit & Parking; telephone 705-759-5848; email d.scott@cityssm.on.ca.

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

1.3 Errors, Omissions, Clarifications

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed **by email** to Mr. Don Scott; Manager of Transit & Parking; telephone 705-759-5848; email d.scott@cityssm.on.ca.

General bidding process inquiries should be directed (by email preferred) to Mr. Tim Gowans; Manager of Purchasing; telephone 705-759-5298; email t.gowans@cityssm.on.ca.

Proposals should be limited to twenty (20) pages, single sided including appendices; excluding the Letter of Introduction.

1.4 Withdrawal of Proposal

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

1.5 Informal Proposals

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

1.6 Proposal Evaluation

The successful Proponent will be selected based on evaluation of the proposal utilizing our rating system which considers the requirements mentioned below. An evaluation committee will be used in the selection process.

Request for Proposal (cont'd)

Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

Requirements:

- 1) Proponent's Key Personnel and Roles/Estimated Time Commitments. Proposals should include the names and brief Curriculum Vitae for the Proponent's key personnel, their roles, and estimated time commitments for the Project;
- 2) Proponent's relevant past experience on similar projects. Proposals should include details and provide relevant references (minimum of 3) including Contact Names;
- 3) Proposal must include a detailed work program methodology – include processes and analyses to be undertaken;
- 4) Proposal must include a detailed schedule recognizing critical deliverables, progress meetings and timelines – demonstrating commitment to completion of the entire project prior to the end of 2017 including presentation of a draft report in September 2017;
- 5) Proposal must include a fee schedule for the required scope of services as outlined in Paragraph 2.4 of Section 2 – Terms of Reference of the RFP;
- 6) Five (5) copies of the complete proposal submission must be received;
- 7) Proponents are required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.

The above list of requirements and criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the requirements and criteria are listed does not indicate the weighting of the evaluation.

To assist in evaluation of the Proposals submitted, the City may elect to conduct interviews with one or more Proponents at its sole discretion. Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required.

Request for Proposal (cont'd)

Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

IMPORTANT: The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

1.7 Conditions and Requirements of Work

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to a.iacoe@cityssm.on.ca.

1.8 Proposal Left Open

The Proponent shall keep their Proposal open for acceptance for sixty (60) days after the closing date.

1.9 Schedule

- (A) Release of RFP: February 2, 2017
- (B) Submission of Proposal: March 3, 2017
- (C) Recommendation of Award: March, 2017
- (D) Signing of Agreement: April, 2017
- (E) Commencement of Services: April, 2017
- (F) Presentation of Draft Report: no later than September, 2017
- (G) Presentation of Final Report (Project Completion): no later than Nov./Dec. 2017

The City reserves the right to alter the scheduling of items "C" to "G". Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated.

1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

Request for Proposal (cont'd)

Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the Municipal Freedom of Information and Protection of Privacy Act.

Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

1.13 Municipal Freedom of Information & Protection of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the Act. The Act gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the Act.

1.14 Indemnification

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

Request for Proposal (cont'd)

Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

The rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

1.15 Agreement for Services

The successful Proponent will be required to enter into an agreement for professional services with a fee limit established at the outset of the agreement. Additional fees for unforeseen work which may be required must be approved in writing by the City prior to expenditure.

SECTION 2

TERMS OF REFERENCE

2.1 Background

The City of Sault Ste. Marie is a border town in Northern Ontario. To the south of Sault Ste. Marie is the United States and the City of Sault Ste. Marie, Michigan. The two cities are joined by the International Bridge, which connects Interstate 75 on the Michigan side, and Huron Street (formerly Ontario Secondary Highway 550B) on the Ontario side. To the east, the City neighbors with the Rankin and Garden River First Nations; to the west – Prince Township; and to the north, an unincorporated portion of Algoma District or “Sault North.”

The city has approximately 75,000 residents and covers approximately 223 square kilometres of land. The steel industry has been the core of the City's economy for much of its history; however, diversification has been a focus for several decades. Additionally, call centres, information technology and alternative energy have been significant employers in the community in recent years.

City Transit Services currently provides 80,000 annual revenue vehicle hours for the delivery of conventional transit service in Sault Ste. Marie. The conventional transit service is organized into 8 major bus routes, which are complimented by 2 community bus routes – all operating on a fixed route schedule that carried 1,694,358 passenger trips within the urban limits of Sault Ste. Marie in 2016. The major bus routes are serviced by 40' Transit buses and the Community Bus Routes by 19 passenger (including 2 wheelchair positions) cutaway chassis buses – fleet composition available in files listed in Paragraph 2.2 – Documentation).

Request for Proposal (cont'd)

Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

The major bus routes are operated on Mondays to Fridays from 5:45 am to 12:15 am (1/2 hour service, hourly after 7:15 pm), on Saturdays from 6:15 am to 12:15 am (hourly service), and on Sundays from 7:15 am to 7:15 pm (hourly service). The community bus routes are operated on Mondays to Fridays from 8:45 am to 5:15 pm (8 circuits). There are minor variances within the frequencies listed which can be confirmed by contacting Don Scott (Contact Details elsewhere in the RFP).

2.2 Documentation

The following documentation is available to the successful Proponent to analyze during completion of the Project.

1. 2012 – 2016 Public Transit Operations Review – Sault Ste. Marie, December 2011, HDR
2. Comprehensive Transit Operational Review of Existing Services with Ridership Growth Plan and asset Management Plan – March 2006; iTRANS Consulting Inc
3. Service Plan 1992-96, Sault Ste. Marie Transit – December 1991, IBI Group
4. Route Maps for major bus and community bus routes
5. Fleet Composition for Conventional Transit Operation

To aid in preparation of Proposals, Proponents may reference these reports at this URL:

<http://saultstemarie.ca/transitopreview>

2.3 Additional Available Resources

City Staff will provide additional information as requested by the successful Proponent throughout the study process. Details of anticipated requirements should be included in the Proposal.

Sault Ste. Marie has a unique resource; the Community Geomatics Centre which is part of the Sault Ste. Marie Innovation Centre. This group maintains an award-winning geographic information system (G.I.S.) for the Corporation of the City of Sault Ste. Marie and a host of community partners. The data set includes demographic information, socio-economic status and important community services and locations that will provide an invaluable resource for the consultant. The City will enable up to 10 hours of service time to be provided towards this Project free of charge to the successful Proponent.

Request for Proposal (cont'd)

Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

2.4 Budget and Fee Structure

The City has allocated a budget of \$ 108,000 plus H.S.T. for this Project.

A comprehensive fee schedule in Canadian Dollars detailing the costs associated with conducting the study must be included within the Proposal submitted. Disbursements and Expenses must be listed. HST is extra.

2.5 Required Scope of Services

The successful Proponent shall exercise their expertise and engage appropriate resources to conduct a comprehensive analysis of the conventional transit operation in Sault Ste. Marie. Specifically, the study will analyze the effectiveness and efficiency of the existing bus routes provided by the City, and related elements of the transit operation.

The review and analysis, at a minimum, will include the following elements. If a Proponent feels that additional tasks are warranted, they must be clearly identified in the Proposal.

1. Examine existing conventional transit services and schedules and recommend changes necessary for more effective delivery of service;

Review schedule and route structure and provide recommendations for restructuring existing conventional transit routes to improve the system and lessen travel time where possible;

Review current revenue hours of operation and provide recommendations for adjustments if required. Recommendations may include potential service changes to the transit schedule by time of day, day of week, week or month of year, or other criteria as deemed appropriate;
2. Explore optional route and network design concepts, including options such as establishment of transfer terminals to supplement or replace the existing single downtown bus terminal. The current location of the bus terminal is in the south central portion of the community, which is no longer central to key destinations (i.e. hospital, medical office buildings, high schools, etc.) as the community has developed in a northerly direction, resulting in additional travel times for our conventional bus routes;
3. Analyze passenger travel including trip origin and destinations. Examine current neighborhoods with limited transit service and make recommendations as to whether service levels should be altered;

Request for Proposal (cont'd)

Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

4. Explore options for the expansion of service areas not presently serviced by Transit. Discuss options to link to connect the Garden River First Nation with existing or new transit routes in the east end of Sault Ste. Marie;
5. Explore options to provide optimized service to specific locations to meet specific needs (i.e., Pawating Place, Garden River Bingo Hall, Sunday Evening Church Services, servicing of new subdivisions);
6. Consider that recommendations for service design improvements should not exceed the existing 80,000 annual revenue hours of service. Recognize that service must be in compliance with AODA requirements;
7. Review current fare structure and fare policies. Provide recommendations for future fare increases over the period of 2018 to 2022;
8. Review existing operational service for conventional transit, and recommend improvements and methodology to guide transit service planning through the establishment of minimum standards such as walking distance to transit stops, hours and frequency of service and minimum demand requirements necessary to establish new or improved service;
9. Review and evaluate transit vehicle needs, and provide recommendations in relation to transit service and vehicle replacement;
10. Analyze the decline in ridership and economic performance of the Transit system and provide recommendations to reverse this trend.
11. Report on other matters that come to the successful Proponent's attention in the course of the analysis that, in the Proponent's professional opinion, the City should consider.

2.6 Project Kick-Off

Upon award of the Project, the successful Proponent shall confirm the details of the Project with Mr. Don Scott, Manager of Transit & Parking – the City of Sault Ste. Marie; and the Transit Steering Committee. This will be in the form of a conference call (web meeting) at a mutually agreed time. These details will include confirmation of Project methodology, schedule & timetable, expected outcomes, and other pertinent areas of discussion.

Request for Proposal (cont'd)

Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

2.7 Community Engagement

The successful Proponent shall engage the public (riders and non-riders), stakeholders, City Council & Staff to obtain comments concerning existing and future Transit services for use in completion of the Project. It is anticipated that surveys, focus groups and public information meetings shall be used during this engagement. Survey and engagement methodology to be used shall be addressed within the Proposal.

The City shall provide suitable venues for public sessions, and provide agreed upon advertising to promote the sessions. The consultant will be responsible for the planning, staffing and execution of all consultation engagement activities; the cost of which is included in the proposed Fee Structure.

2.8 Project Deliverables

The successful Proponent shall deliver a formal Report addressing the elements stated in the Scope of Work for the Project (Paragraph 2.5 above). Suggested Recommendations and Best Practices to ensure an optimized conventional transit operation shall be included. This Report will be multi-faceted in nature and include, as a minimum; a five year (2018 – 2022) Route Optimization Plan; a five year Transit Service and Implementation Plan and High Level Budget; and a ten year High Level Transit Asset Management Plan (fleet plan, technology, bus shelters, and terminal infrastructure). Proposals submitted may include additional areas (topics) to be addressed within the Report. Topics addressed in the Report shall include a recommended preferred option plus other option(s) for consideration.

The delivery of the Draft Report will be made to Mr. Don Scott, Manager of Transit & Parking – the City of Sault Ste. Marie; the Transit Steering Committee and other parties. This will be in form of a conference call (web meeting) at a mutually agreed time in September of 2017 (or sooner).

The successful Proponent will also be required to present the final Report to City Council in person either at a regular meeting or a special meeting called for this purpose in November/December of 2017 (or sooner); the cost which is included in the Proposed Fee Structure.

Ten (10) bound printed copies, and one (1) copy in electronic format of the Report shall be provided to the City a minimum of ten days in advance of the presentation of the final Report; the cost which is included in the Proposed Fee Structure. Copies shall be complete and include all Appendices and Exhibits.

Request for Proposal (cont'd)

Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie

Upon delivery, the final Report becomes the property of the City. The City shall have the right of use of all materials, documents, information, appendices and photographs, drawings, and spreadsheets in the Report as submitted. No further fees or royalties shall be payable and no infringement of copyright shall occur by virtue of any use or modification of the data by the City; or by any use it may make of the data provided; by other consultants or in other fashion.

The Corporation of the
City of Sault Ste. Marie



Corporate Services
Finance Department
Purchasing Division

Tim Gowans
Manager of Purchasing

Request for Proposal

Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie (File # 2017CDE-CS-TR-02-P)

Addendum 1 - Clarifications

February 10, 2017

Questions posed by Proponent. The City's Responses (*in red*) follows:

"Is SSM able to provide clarification of how proposals will be evaluated? i.e. the percentage weighting of each criterion (methodology, experience, price, etc.) "

"No. See Page 3 of the RFP."

"Does SSM have trip origin-destination data to provide, or is it the intention that firsthand data will need to be collected as part of the scope of this assignment?"

"It is the intention that first hand data will need to be collected."

"Could SSM clarify the timing for the new combined public works/transit facility it is contemplating and whether it will "go-live" during the time period this project contemplates? A change in location of the garage may have a resulting impact to transit operations and routing which will need to be considered."

"The public works/transit facility is not likely to go live during the time period this project contemplates - the final report for the public works /transit facility will be complete (March 2017), well before the route optimization study begins."

"Is it the intention that the 10 hours of service time from the Community Geomatics Centre will be spent compiling datasets, or is the relevant data already prepared and ready to transmit, and the 10 hours can be spent on other activities such as preparing maps and running GIS analyses?"

"No data has been prepared by the CGC for this Project. The 10 hours is to be used however the consultant wishes or requires."

Proponents are requested to govern themselves accordingly.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Tim Gowans'.

Tim Gowans
Manager of Purchasing

Additional clarifications to questions of general interest may be addressed by Monday February 27, 2017 via Addendum. Questions will not be addressed unless posed by 12:00 noon local time (Eastern) Thursday February 22, 2017.

The Corporation of the
City of Sault Ste. Marie



Corporate Services
Finance Department
Purchasing Division

Tim Gowans
Manager of Purchasing

Request for Proposal

Comprehensive Review of the Conventional Transit Operation for Sault Ste. Marie (File # 2017CDE-CS-TR-02-P)

Addendum 2 - Clarifications

February 16, 2017

Questions posed by Proponent. The City's Responses (*in red*) follows:

"Do you have ridership (boarding and alighting) information by route and stop available? If so, what form does this information take (paper reports, electronic reports, electronic documents capable of being manipulated (such as a spreadsheet))?"

"Information is available by route but not by stop. It is available in paper report, electronic report and spreadsheet format"

"Is the consultant expected to obtain new ridership and/or origin/destination information as part of this project?"

"The successful Proponent will need to collect whatever data is deemed pertinent in order to undertake the review and prepare the report"

Proponents are requested to govern themselves accordingly.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'T. Gowans'.

Tim Gowans
Manager of Purchasing

Additional clarifications to questions of general interest may be addressed by Monday February 27, 2017 via Addendum. Questions will not be addressed unless posed by 12:00 noon local time (Eastern) Thursday February 23, 2017.

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2017-91

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 219 to the Official Plan for the City of Sault Ste. Marie (677 MacDonald Avenue (677M Limited)).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 219 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 8th day of May, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

**AMENDMENT NO. 219
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

This Amendment is an amendment to the text of the Official Plan as it relates to the Industrial Land Use Designation.

LOCATION:

PT LT 2 CON 3 St. Mary's PTS 3,4 & 13 1R11574. Civic no. 677 Macdonald Avenue.

BASIS:

This Amendment is necessary in view of the request to permit the up to 100% commercial occupancy within the existing building, whereas the subject property is currently designated 'Industrial' on Land Use Schedule 'C' of the Official Plan.

The proposal does not conform to the existing Industrial policies as they relate the to the subject property.

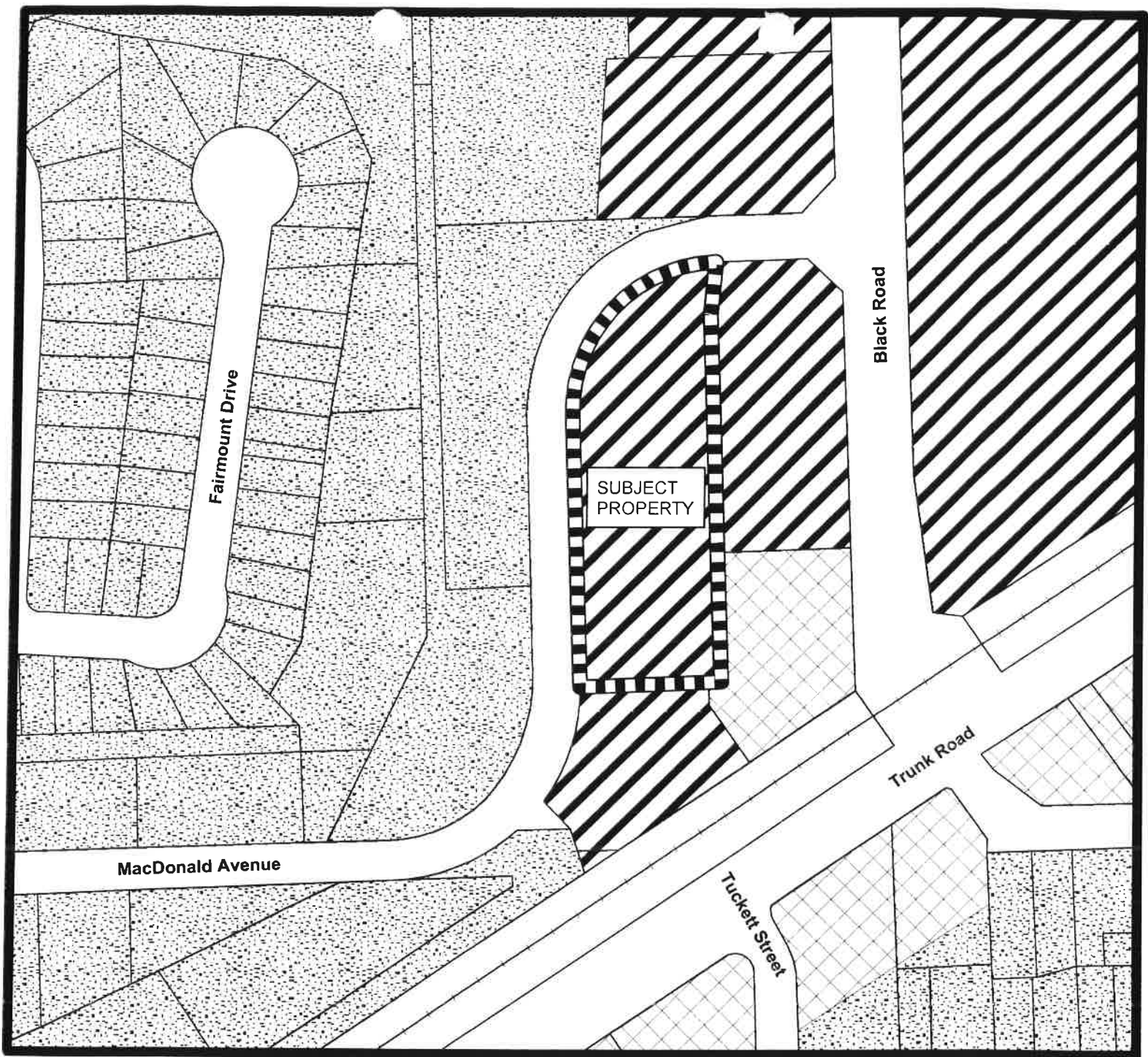
Council now considers it desirable to amend the Official Plan, by way of a notwithstanding clause to the Industrial Policies.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

147. Notwithstanding the Industrial Policies of the Official Plan, the lands described as PT LT 2 CON 3 St. Mary's PTS 3, 4 & 13 1R11574, civic no. 677 Macdonald Avenue, may include up to 100% commercial occupancy within the existing building.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN LAND USE MAP

PLANNING APPLICATION A-6-17-Z-OP

677 MACDONALD AVENUE



METRIC SCALE
1 : 2700

ROLL NUMBER
030-011-025-02

MAP NUMBERS
30 & 1-33

MAIL LABEL
A-6-17-Z

 Subject Property = 677 MacDonald Avenue

OP LAND USE DESIGNATION

LANDUSEDESIGNATION

 Residential

 Commercial

 Industrial

OFFICIAL PLAN
Schedule "C"
Amendment Number

219

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-92

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 677 MacDonald Avenue (677M Limited).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **677 MACDONALD AVENUE; LOCATED ON THE SOUTH SIDE OF MACDONALD AVENUE, APPROXIMATELY 60M WEST OF ITS INTERSECTION WITH BLACK ROAD**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 30 & 1-33 of Schedule "A" to By-law 2005-150, is changed from M2.S-274 (Medium Industrial) zone with a "Special Exception" to M2.S-274 (Medium Industrial) zone with an amended "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by repealing section 2(274) and adding the following subsection 2(274) and heading as follows:

"2(274) 677 MacDonald Avenue

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south side of MacDonald Avenue, approximately 60m west of its intersection with Black Road and having civic number 677 MacDonald Avenue and outlined and marked "Subject Property" on the map attached as Schedule 274 hereto is changed from M2.S-274 (Medium Industrial) zone with a "Special Exception" to M2.S-274 (Medium Industrial) zone with an amended "Special Exception", subject to the following special conditions:

1. Commercial uses are permitted to occupy 100% of the gross floor area of the existing building located upon the subject property; and
2. General office uses are permitted to occupy 100% of the gross floor area of any building located on the subject property.

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

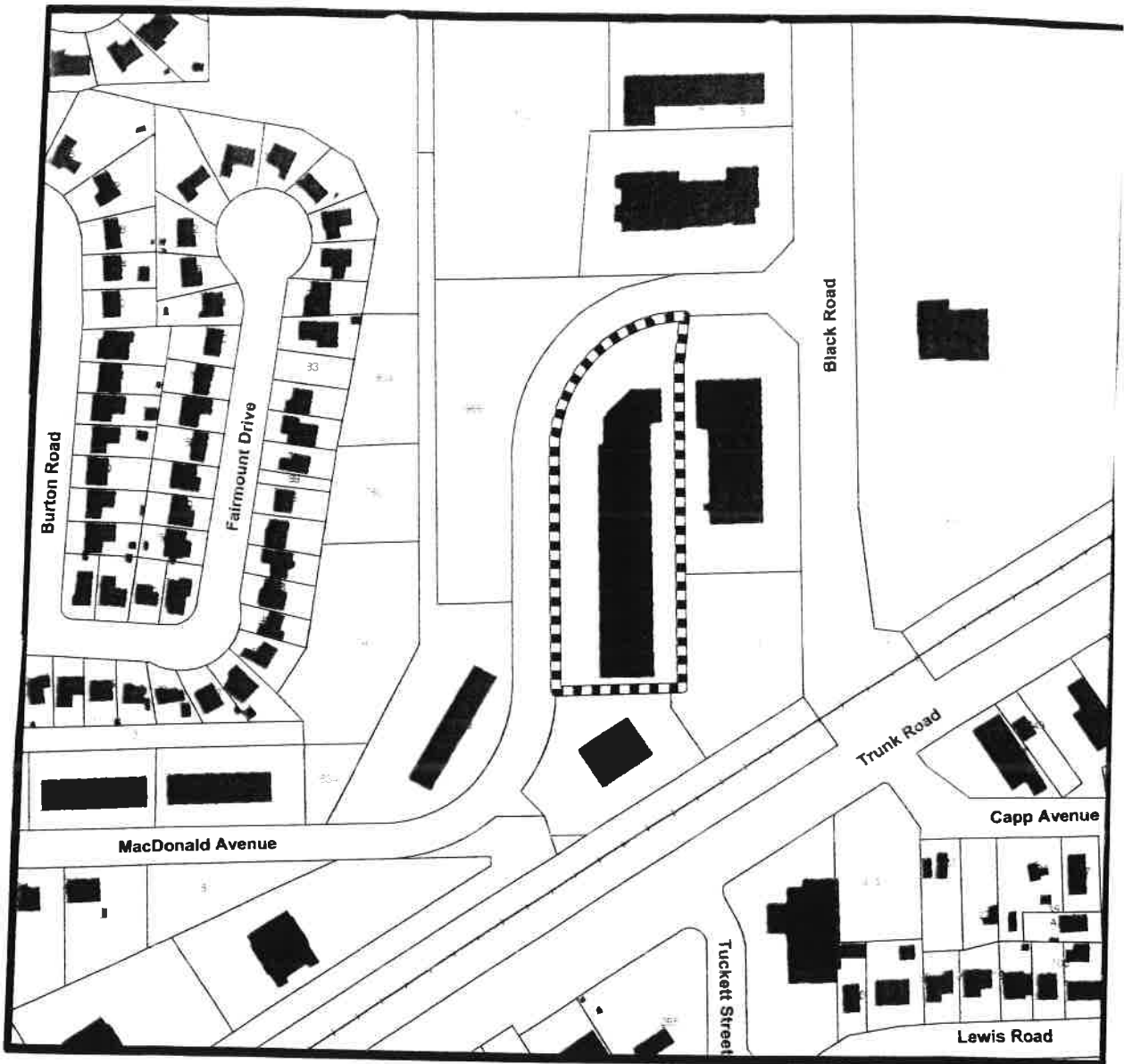
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 219.

PASSED in Open Council this 8th day of May, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2017-92
AND SCHEDULE 274 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-6-17-Z-OP
677 MACDONALD AVENUE

Legend



Subject Property = 677 MacDonald Avenue



METRIC SCALE
1 : 2700

ROLL NUMBER
030-011-025-02

MAP NUMBERS
30 & 1-33

MAIL LABEL
A-6-17-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-93

AGREEMENT: (AG163) A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Horticultural Society for a license of occupation to permit the former Allard Street Community Garden to relocate to the southern portion of Forest Heights Park located at 1 Princess Crescent, behind St. Bernadette's School.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated May 8, 2017 between the City and Sault Ste. Marie Horticultural Society, a copy of which is attached as Schedule "A" hereto. This Agreement is for a license of occupation to permit the former Allard Street Community Garden to relocate to the southern portion of Forest Heights Park located at 1 Princess Crescent, behind St. Bernadette's School.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE AGREEMENT made this day of May, 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

SAULT STE. MARIE HORTICULTURAL SOCIETY

(hereinafter referred to as the "Licencee")

WHEREAS the City is the registered owner of the lands and premises municipally known as Forest Heights Park and located at civic address 1 Princess Crescent (the "City Property");

AND WHEREAS the Licencee has approval from the City to operate a community garden on a portion of the City Property (the "Community Garden") within the dimensions and at the locations as marked and identified in Schedule "A" to this Licence Agreement (the "Licenced Area");

AND WHEREAS the City is prepared to grant the Licencee the right to occupy the Licenced Area for the Community Garden, subject to the terms and conditions set out herein;

NOW THEREFORE in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged by the City and the mutual covenants, agreements and promises hereinafter set forth, the parties for themselves and their respective permitted assigns to hereby covenant and agree with one another as follows:

1. The City grants to the Licencee the right to occupy the Licenced Area for a period of five (5) years commencing May 9, 2017 and ending on May 8, 2022 (the "Term"). This Licence Agreement shall automatically renew on a yearly basis thereafter on the same terms and conditions at both parties' consent (the "Renewal Term(s)").
2. The Licenced Area shall only be used for the construction and operation of the Community Garden, which shall operate from 8:00am to 8:00pm every day during the months of April to October, and uses ancillary thereto, and the Community Garden shall be constructed within the dimensions and at the locations as marked and identified in Scheduled "A" to this Licence Agreement. The Licencee shall not use or permit the Licenced Area to be used for any other purpose other than the purpose set out herein.
3. The Licencee acknowledges and agrees that this Licence Agreement is subject to the conditions set out in Schedule "B" to this Licence Agreement.
4. The Licencee shall not assign, transfer or make any other disposition of this Licence Agreement or of the rights conferred thereby, without the prior written consent of the City.
5. Any notice pursuant to any of the provisions of this Licence Agreement shall be deemed to have been properly given if delivered in person or sent electronically as follows:

In the case of notice to the City, to:

Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel
Legal Department
The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie ON P6A 5X6

In the case of notice to the Licencee, to:

Suzanne Hanna

Vice President/Garden Coordinator
Sault Ste. Marie Horticultural Society
200 McNabb Street, PO Box 22043
Sault Ste. Marie ON, P6B 6H4

6. This Licence Agreement together with the recitals and Schedules appended hereto constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be amended only by written instrument signed by both parties.
7. The provisions of this Licence Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and, where applicable, permitted assigns.
8. The parties hereto acknowledge and agree that the recitals and Schedules "A" and "B" appended hereto shall and do form part of this Licence Agreement.
9. This Licence Agreement shall be exclusively governed by, and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.
10. The parties hereto agree that paragraphs 1 to 4 inclusive, 6 to 11 inclusive of this Licence Agreement, the recitals herein, and Schedules "A" and "B" to this Licence Agreement shall survive the termination of this Licence Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Agreement this day of May, 2017.

SAULT STE. MARIE HORTICULTURAL SOCIETY

Name:

Position:

I have the authority to bind the corporation.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A" TO LICENCE AGREEMENT

The Community Garden shall be enclosed by a 1.2 metre to 1.5 metre (4 to 5 feet) chain link fence, similar in nature to the existing fence surrounding Forest Heights Park.

A small tool shed, approximately 3.65 metres by 3.65 metres (12 feet by 12 feet) will also be constructed, to store all tools, with a wooden ramp for wheelchair accessibility. The shed will be constructed in a manner that it could be dismantled and/or relocated if necessary.

The Community Garden consists of approximately 65 individual 4 foot by 10 foot raised garden beds and planter boxes, separated by walkways, the aforementioned tool shed and fence, and picnic tables of a construction and configuration satisfactory to the City, within the Licenced Area which is represented on the diagram.



SCHEDULE "B" TO LICENCE AGREEMENT

The parties hereto acknowledge and agree that this Licence Agreement is subject to the terms and conditions contained herein.

Permitted Use

1. The Licencee shall be permitted to use the Licenced Area for the Community Garden, which may consist of the construction, maintenance, landscaping, gardening, harvesting and enjoyment of the Community Garden and construction and maintenance of walkways and enclosures in and around the Community Garden, within the dimensions and at the locations as set out in Schedule "A" to this Licence Agreement and for any uses ancillary thereto (the "Permitted Use"). Subject to the terms of this Agreement, the Licencee shall not install or permit to be installed any structure, fixture or walkway not indicated on Schedule "A" as of the date of this Agreement without prior written consent of the City.

Covenants

2. Subject to the proper construction of structures listed in Schedule "A", the Licencee agrees to not excavate or permit to be excavated any part of the Licenced Area for planting seeds, fertilization, irrigation, or for any other purpose, and covenants that the portion(s) of the Licenced Area designated on Schedule "A" for the actual cultivating of plants shall be raised in height in accordance with the dimensions set out in Schedule "A".
3. The Licencee agrees to take reasonable steps to prevent the attraction of vermin to the Community Garden, which shall include without limitation not composting and not allowing for the accumulation of waste, compostable or otherwise, on the City Property, making arrangements for the prompt removal of waste from the City Property, promptly harvesting ripe garden produce, removing standing water whenever possible, and not willfully feeding or permitting to be fed any wild animals.
4. The Licencee covenants that it has entered into an arrangement with the Huron-Superior Catholic District School Board (the "Board") for its water supply. The Licencee further covenants to notify the City of any changes to this arrangement with the Board as soon as they are contemplated, and the Licencee acknowledges that alternative water supply arrangements shall be subject to approval of the City.
5. Each party covenants and agrees to do and cause all things to be done and execute and deliver all such documents as may be required in order to carry out the provisions of this Agreement.
6. Except as otherwise set out herein, so long as the Licencee performs and observes the Licencee's covenants hereunder, the Licencee may peaceably possess and enjoy the Licenced Area for the Term and Renewal Term(s), as applicable, without interruption or disturbance by the City or any other person claiming by, from or under the City.

Indemnity

7. At no time shall the City be responsible for constructing, setting up, operating, inspecting, maintaining, or otherwise dealing with the Community Garden or any other

- matters related directly or indirectly thereto. The Licencee shall be responsible for all costs, expenses and liabilities related to the construction, set up, operation, inspection, maintenance and enjoyment of the Community Garden and any other matters related directly or indirectly thereto. The Licencee shall indemnify and save harmless the City from any costs, liabilities and expenses incurred by the City that may result from the Community Garden and any matters related directly or indirectly thereto.
8. Except for the relocation of three (3) white pine trees from the Licenced Area, the Licencee confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the Licenced Area, City Property or any part thereof, for use by the Licencee. The Licencee acknowledges that it has satisfied itself concerning the suitability of the City Property for the Permitted Use and further, that it is using the Licenced Area on an "as is" basis.
 9. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Community Garden, the intent being that the City shall be at no risk or expense to which it would not have been put had the Community Garden not been established on the City Property.
 10. The Licencee agrees to defend, indemnify and save harmless the City and their respective councilors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them, from and against any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings made or brought against or suffered by or imposed upon all or any of them or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of the Licencee, its directors, officers, employees, consultants, subcontractors, agents, users, customers, invitees or other persons for which it is responsible in law or any of them including but not limited to the design, construction, set up, operation, inspection, maintenance and enjoyment of the Community Garden, or any other activities related directly or indirectly to the Community Garden or otherwise arising out of or connected with this Agreement.

Insurance

11. The Licencee shall keep in force during the Term of this Licence Agreement, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the Licenced Area in an amount not less than Five Million (\$5,000,00.00) Dollars and name the City as "Additional Insured" to same. Written proof of said insurance shall be provided to the City's Legal Department before the commencement of the Term and each year thereafter. The Insurance Certificate shall be the CSIO Form and satisfactory to the City Risk Manager.

Compliance with Laws

12. The Licencee shall have full responsibility, at its own expense, to ensure that it has obtained all necessary approvals and secured and/or completed all such permits, plans,

assessments, proposals and studies that are necessary, if any, for the Community Garden. The Licencee shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee of such approvals, permits, plans, assessments, proposals, and studies.

13. The Licencee, its directors, officers, employees, consultants, subcontractors, agents, users, customers, and invitees shall comply with all Laws, By-laws, Rules and Regulations or any governing body respecting the Community Garden and all matters related to this Licence Agreement and shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee, its directors, officers, employees, consultants, subcontractors, agents, users, customers, or invitees with such Laws, By-laws, Rules and Regulations.

Access

14. The City covenants to permit at all reasonable times the Licencee, its employees, servants, agents or invitees, ingress and egress into and through the Licenced Area.
15. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of the Licenced Area, such that removal of any portion or the entirety of the Community Garden is required, the Licencee shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Community Garden to its condition prior to such access by the City and/or emergency personnel.

Maintenance and Repair

16. During the Term, the Licencee shall be responsible, at its sole liability and expense, to complete all necessary inspections, maintenance and upkeep of the Licenced Area. The Licencee agrees to regularly inspect and maintain the Licenced Area in a manner that is consistent with the remainder of the City Property. The Licencee further agrees not to cause or permit to be caused damage to the City Property through the transport of materials or equipment and that if such damage is caused to restore the City Property to the condition it was in prior to the damage occurring. In the event that the Licencee fails to maintain the Licenced Area in a manner satisfactory to the City in the City's sole discretion, the City may terminate this Licence Agreement on ten (10) days' written notice to the Licencee. The Licencee further acknowledges and agrees that its use and operation of the Community Garden shall not interfere with the use, enjoyment and maintenance of the remainder of the City Property.
17. The Licencee covenants to take all reasonable precautions to protect the Licenced Area against fire and other hazards. The Licencee further covenants to not cause or permit to be caused any damage to the Licenced Area or City Property through the operation of the Community Garden or by any other means, including but not limited to flooding, contamination of the soil, or other damage to the ground in the Licenced Area or City Property. The Licencee represents and warrants that the Community Garden is organic,

and that the use of synthetic pesticides, fertilizers and other harmful chemicals shall not be used.

18. The Licencee covenants to repair, maintain and keep the Licenced Area and all improvements, appurtenances and equipment therein and thereon with respect to the Community Garden, in good repair and in a reasonable state of cleanliness, which shall include the Licencee taking reasonable steps to prevent vandalism of the Community Garden. The Licencee shall make all necessary and consequential repairs to the Licenced Area including the structures thereon and, further, shall make all necessary and consequential repairs to the Licenced Area to the extent that same are required as a result of any act or neglect of the Licencee or any breach by the Licencee of its obligations under this Agreement.
19. The City covenants with the Licencee to repair any damage to the Licenced Area if the damage, in the discretion of the City, interferes with the Permitted Use and is attributable to negligence or willful conduct on the part of or caused by the City, its agents or employees.
20. The Licencee shall not make any alternations or improvements of any nature to the Licenced area that are not directly related to the Permitted Use and approved by the City. At the end of the Term or Renewal Term(s) or upon early termination of this Agreement the Licencee shall remove all improvements from the Licenced Area and restore the Licenced Area to a condition that is satisfactory to the City.

Termination

21. Unless terminated in accordance with Section 16 of this Schedule, either party hereto may terminate this Agreement upon thirty (30) days' written notice to the other party.
22. At the conclusion of the Term or Renewal Term(s), or upon early termination of this Licence Agreement, the Licencee shall within fifteen (15) days of same, promptly remove all property belonging to the Licencee, complete all necessary cleanup activities including leveling the ground and restoring the Licenced Area to a condition that is satisfactory to the City in its sole discretion. In the event that the required cleanup activities and restoration of the Licenced Area is not completed by the Licencee by fifteen (15) days after the conclusion of the Term or Renewal Term(s), or upon early termination of this Licence Agreement, the City may complete such cleanup, removal of the items and restore the Licenced Area as it deems necessary at the expense, liability and risk of the Licencee and the City shall have the right to sell all or part of the goods or materials removed by public or private sale without giving notice to the Licencee, all notices required by statute or otherwise (if any) being expressly waived.

Proprietary Rights

23. The Licencee hereby acknowledges and agrees that the Licencee has no proprietary right, title or interest in the Licenced Area, and that same is and shall remain the property, title and right of the City.
24. The Licencee shall not allow to attach to the City Property any encumbrance, including without limitation any lien for work, labour, services or materials ordered by the Licencee or for the cost of which the Licencee may in any way be obligated.

Taxes

25. Should any of the City Property become taxable as a result of the City granting this Licence, the Licencee will be responsible for the payment of all taxes assessed.

Default

26. If and whenever the Licencee fails to perform or observe its covenants contained herein, the City shall have the option of proceeding pursuant to either of the following:
- (a) The City, without limiting any other remedy which it may have, shall have the right to do all things necessary to remedy any such default and for such purpose may at any time enter upon the Licenced Area. The Licencee shall reimburse the City forthwith upon demand for the aggregate of all costs, charges and expenses incurred by the City in remedying any such default plus ten (10%) percent of same; or
 - (b) The City shall elect to terminate this Agreement and provide the Licencee with written notice of same.

Severability

27. In the event that any provision of this Agreement is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Agreement.

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-94

LOCAL BOARDS: (L5.11) A by-law to appoint Sean Meades to the Committee of Adjustment.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 44 of the *Planning Act*, R.S.O. 1990, c.P.13, **ENACTS** as follows:

1. **APPOINTMENT TO THE COMMITTEE OF ADJUSTMENT**

Sean Meades is hereby appointed to the Committee of Adjustment of the City of Sault Ste. Marie.

2. **EFFECTIVE DATE**

This By-law becomes effective on the day of its final passing.

PASSED in Open Council this 8th day of May, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-95

REGULATIONS: (R1.1) A by-law to amend Noise Control By-law 80-200, to exempt from the By-law the street party hosted by The Downtown Association from 3:00 p.m. to 12:00 a.m. on July 13, 2017.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with the street party hosted by The Downtown Association from 3:00 p.m. to 12:00 a.m. on July 13, 2017 is deemed not to be in violation of By-law 80-200.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

sp\\citydata\\LegalDept\\Legal\\Staff\\BYLAWS\\2017\\2017-95 Noise Exemption By-law - Street Party - Downtown Association.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-96

AGREEMENT: (I3) A by-law to authorize the execution of the Agreement between the City and Ontera for the renewal of the Wide Area Network Services contract for a period of Five (5) years commencing May 1, 2017.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated May 8, 2017 between the City and Ontera, a copy of which is attached as Schedule "A" hereto. This Agreement is for Wide Area Network Services for a period of Five (5) years commencing May 1, 2017.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

CUSTOMER AGREEMENT – NON-REGULATED / FORBORNE SERVICES

NorthernTel Limited Partnership
(doing business as Ontera*)

Contract ID# 513781

Customer BP# 152984

A. SOLUTION DETAILS

Customer Information					
Legal Name ("Customer"): City of Sault Ste. Marie					
Contact Name: Frank Coccimiglio			Billing Address:		
Title: Manager, Information Technology			PO Box: 580		
Phone: 705-759-5303			Suite &/or Street: 99 Foster Drive		
Fax: 705-759-4790			City, Province: Sault Ste. Marie, ON		
Email: f.coccimiglio@cityssm.on.ca			Postal Code: P6A 5N1		
Service Description and Charges					
Service Name or Description	Schedule Attached	Service Address (where service is being deployed)	Contract Term (Months)	One-Time Charges	Monthly Recurring Charges
1. 100Mbps Ethernet Access including VLANs	B,G,H	Civic Centre 99 Foster Drive, Sault Ste. Marie	60	\$0	\$500
2. 100M Dedicated Internet	B,C	Civic Centre 99 Foster Drive, Sault Ste. Marie	60	\$0	\$500
3. 100Mbps EA including VLANs	B,G,H	PWT 128 Sackville Rd, Sault Ste. Marie	60	\$0	\$500
4. 10Mbps Ethernet Access	B,G,H	John Rhodes 280 Elizabeth Street, Sault Ste. Marie	60	\$0	\$365
5. 10Mbps Ethernet Access	B,G,H	Main FireHall 72 Tancred Street, Sault Ste. Marie	60	\$0	\$365
6. 3Mbps Ethernet Access	B,G,H	Senior Centre 619 Bay Street, Sault Ste. Marie	60	\$0	\$210
7. 10Mbps Ethernet Access	B,G,H	Transit 111 Huron Street, Sault Ste. Marie	60	\$0	\$365
8. 3Mbps Ethernet Access	B,G,H	FireHall#2 Second Line, Sault Ste. Marie	60	\$0	\$210
9. 3Mbps Ethernet Access	B,G,H	Heritage Centre 831 Queen Street East, Sault Ste. Marie	60	\$0	\$210
10. 3Mbps Ethernet Access	B,G,H	FireHall#3 Bennett Street, Sault Ste. Marie	60	\$0	\$210
11. 10Mbps Ethernet Access	B,G,H	Essar Centre 269 Queen Street, Sault Ste. Marie	60	\$0	\$365
12. 10Mbps Ethernet Access	B,G,H	FireHall - RESC 65 Old Garden River Rd, Sault Ste. Marie	60	\$0	\$365
13. 10Mbps Ethernet Access	B,G,H	Cemetery 27 Fourth Line, Sault Ste. Marie	60	\$0	\$365
14. 2M ADSL Data Circuit	B,C	Landfill 402 Fifth Line, Sault Ste. Marie	60	\$0	\$210
15. 100Mbps Ethernet Access	B,G,H	SSMIC 1520 Queen St. East, Sault Ste. Marie	60	\$0	\$500
16. 2M ADSL Data Circuit	B,C	Bondar Pavilion 65 Foster Drive, Sault Ste. Marie	60	\$0	\$210
17. 10Mbps Ethernet Access	B,G,H	Northern Community Centre 556 Goulais Ave, Sault Ste. Marie	60	\$0	\$365
18. 10Mbps Ethernet Access	B,G,H	Centennial Library 50 East St, Sault Ste. Marie	60	\$0	\$365
Notes: 60 month agreement beginning approx. May 2017 with an option for a thirty six (36) month extension					

* Ontera is a registered business name of NorthernTel Limited Partnership

Contract # 513781

January 27, 2017
Page 1 of 11

Authorization			
This Agreement is between NorthernTel Limited Partnership ("Ontera") and the Customer and consists of the section titled "SOLUTIONS DETAILS", the sections titled "GENERAL TERMS AND CONDITIONS" and "SERVICE TERMS AND CONDITIONS", and any documents and web pages referred to in any of these sections. If there is any conflict between these sections, the "SERVICE TERMS AND CONDITIONS" will take precedence. The Customer acknowledges that it has read and understands this Agreement, and that it includes limitations of liability. The Customer and Ontera agree to be bound by the terms and conditions in this Agreement. The "Authorized Customer Representative" by providing his/her/their signature's below, is confirming his/her/their authority to bind the corporation.			
Signature of Authorized Customer Representative		Ontera Representative/Authorized Dealer	
		Name: Tammy Villeneuve	
		Title: Team Lead- Customer Care	
	Date	Phone: 705.490.3568	Fax: 705.495.2025
		Email: tammy.villeneuve@ontera.ca	
Printed Name	Title		
		Signature of Authorized Ontera Representative	
	Date		Date
Printed Name	Title	Printed Name	Title

B. GENERAL TERMS AND CONDITIONS

1. Services

Ontera agrees to provide the Customer with the services specified in the Solution Details ("Services").

2. Term

This Agreement comes into effect when signed by both the Customer and Ontera. The Minimum Term for each Service is specified in the Solution Details and begins on the date all of those Services have been installed by Ontera as confirmed by e-mail from the Ontera* Representative/Authorized Dealer and/or by Ontera's Project Manager. Unless otherwise specified in the Service Terms and Conditions, this Agreement, as it applies to each Service will automatically extend after the Minimum Term from month to month, on the same terms and conditions, except that after the Minimum Term for that Service either Ontera or the Customer may terminate this Agreement as it applies to that Service, and Ontera may change the charges or any other terms and conditions of this Agreement applicable to that Service, by giving 30 days advance notice to the other. This Agreement as it applies to each Service, remains in effect until the end of the Minimum Term, unless terminated earlier or extended.

3. Charges and Payment

Ontera will bill the Customer for, and the Customer shall pay, all charges specified in the Solution Details or elsewhere in this Agreement and all applicable taxes, assessments or government charges relating to the Services. Recurring charges will be billed monthly upon installation of any Services. Payment in full, without deduction or set off, of the amounts in each bill is due on the due date shown on the bill or, if no due date is shown on the bill, within 30 days of the date of the bill. The Customer shall pay interest on all overdue amounts at the rate shown on Ontera's billing statements from time to time.

4. Dispute Resolution

The Parties shall attempt amicably to adjust and resolve any disagreement or dispute which may arise between them regarding the interpretation, the performance of or the failure to perform under this Agreement. In the event that any dispute, controversy, claim or alleged breach respecting this Agreement (each a "Dispute") continues for a period greater than thirty (30) days, the Dispute shall be referred to the Account Manager and his or her counterpart at the Customer. Should the Dispute not be resolved within 15 days of its referral, the Dispute will be escalated to the office of the vice-presidents of sales of Ontera and his or her counterpart at the Customer. Should the Dispute not be resolved by the vice-presidents within 30 days of its escalation, the Dispute shall be submitted to arbitration. The arbitration shall be held in Toronto, Ontario and shall be conducted in accordance with the Arbitration Act of Ontario except that the arbitration shall be conducted by either (a) an arbitrator selected by agreement of both parties or (b) if the parties are unable to agree on the choice of an arbitrator, by an arbitrator appointed by a Justice of the Ontario Court (General Division). The decision of the arbitrator shall be final and binding upon the parties and the expense of the arbitration shall be paid as the arbitrator determines.

5. Ontera Property Rights

Title to, ownership of, and all intellectual property rights in any facilities, equipment, software, systems, processes and documentation used to provide the Services ("Service Components") shall be and remain with Ontera or its suppliers and licensors. Unless expressly stated elsewhere in this Agreement, this Agreement does not grant to the Customer any intellectual property or other rights or licenses in or to any Service Components.

6. Customer's Responsibilities

The Customer shall comply with any restrictions on use of the Services in this Agreement, and with any use policies or instructions communicated to the Customer by Ontera and the Customer shall not:

- a) tamper with or change the Services or any Service Components;
- b) abuse the Services or use them in a manner that interferes with any Service Components, Ontera's network or the use of Ontera services by other persons, or in a manner that avoids the payment of any charges; or
- c) use the Services in violation of any law.

The Customer is responsible and shall indemnify Ontera and its suppliers for, and save Ontera and its suppliers harmless from and against, all charges, losses, costs, liabilities and damages ("Liabilities") of any kind whatsoever related to the use of the Services by the Customer or any person other than Ontera, including the manner in which the Services are used and the Customer's data, equipment and software (if any) used with the Services, but not including any Liabilities caused by Ontera's negligence.

The Customer is responsible for the selection, supply, installation and maintenance of all data, equipment, software and services necessary for use or used in conjunction with the Services.

7. Exclusion of Warranties

Ontera does not guarantee error-free or uninterrupted operation of the Services, and the Services are provided on an "as is" and "as available" basis. Ontera makes no warranties, representations, or conditions of any nature whatsoever either express or implied, and all warranties, representations and conditions are, to the extent permitted by applicable law, excluded.

8. Limitation of Liability

Except for the obligations of indemnity in this Agreement, neither party (nor its suppliers or customers) shall be liable to the other party for any damages for loss of profits or business, loss or damage to data or failure to realize expected savings, or for any punitive, consequential, incidental or indirect damages, related to the use of or inability to use the Services, even if the party could reasonably foresee or has been advised of the possibility of such damages.

The aggregate liability of Ontera to the Customer relating to or arising out of this Agreement, whether in contract, tort or otherwise, shall not exceed the total charges paid by the Customer for the Services in question during the one-year period immediately preceding the event which gave rise to the claims.

9. Suspension and Termination

Ontera may restrict, suspend or terminate some or all of the Services or terminate this Agreement if the Customer fails to pay any amounts due under this Agreement, or if Ontera determines, in its sole discretion, that the Customer is an unacceptable credit risk, provided that Ontera gives 5 days advance notice to the Customer, and, despite any other provision in this Agreement, Ontera may immediately restrict, suspend or terminate some or all of the Services without notice to the Customer:

- a) to prevent damage or degradation to Ontera's network or any Service Components that may be caused by the Customer or any person using the Services;
- b) to comply with any law, regulation, court order or other governmental request or order;
- c) for a violation (as deemed by Ontera in its sole discretion) of any provisions of this Agreement relating to the use or misuse of the Services by the Customer, including any policies or instructions communicated to the Customer by Ontera; or
- d) to protect Ontera from legal liability or from other acts or omissions of the Customer that may be deemed, in Ontera's sole discretion, to be illegal.

In addition to Ontera's rights above, either Ontera or the Customer may terminate this Agreement and the Services by giving notice to the other if the other:

- a) is in material default of any provision of this Agreement, and does not remedy that default within 30 days after receiving notice of the material default;
- b) becomes insolvent or bankrupt;
- c) appoints, or has appointed for it, a receiver or trustee in bankruptcy;
- d) makes an assignment or takes any other action for the benefit of its creditors; has instituted against it any proceeding in bankruptcy, receivership or liquidation, and such proceedings continue for 30 days without being dismissed; or
- e) is wound up or dissolved.

The Customer may terminate some or all of the Services, or this Agreement, at any time by giving at least 30 days advance notice to Ontera, and provided that it pays the required termination charges.

...continued

B. GENERAL TERMS AND CONDITIONS (continued)

9. Suspension and Termination (continued)

If any Services, or this Agreement, are terminated prior to the end of the Minimum Term by either the Customer or Ontera, for any reason, the Customer shall pay Ontera all unpaid charges and, except for termination because of the material default of Ontera, the Customer shall also pay the termination charges specified in the Service Terms and Conditions, as liquidated damages. The Customer acknowledges that the termination charges are a pre-estimate of the damages suffered by Ontera as a result of the early termination of the Services, or this Agreement and are not a penalty.

10. Regulatory Compliance

No Bundling. Ontera and the Customer acknowledge and agree that: (a) the charges for, and availability of, the Services are in no way contingent or conditional on the Customer subscribing for the provision of any tariffed or tariffable service from Ontera or an Ontera Affiliate; and (b) non-forborne telecommunications services, and bundled services that include non-forborne telecommunications services, are required to be provided, and shall only be provided, in accordance with the tariffs approved by the Canadian Radio-television and Telecommunications Commission.

Tariffs Applicable to the Services include the following: None. The Services are either non-regulated or forborne.

Customer Information. In relation to all telecommunications services provided by NorthernTel Limited Partnership ("Ontera"), unless the Customer provides express consent or disclosure is pursuant to a legal power, all information kept by Ontera regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by Ontera to anyone other than: the Customer; a person who, in the reasonable judgment of Ontera is seeking the information as an agent of the Customer; another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose; a company involved in supplying the Customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; an agent retained by Ontera to evaluate the Customer's creditworthiness or collect the Customer's account, provided the information is required for and is to be used only for that purpose; or to a public authority or agent of a public authority, if in the reasonable judgment of Ontera it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information. Express consent may be taken to be given by the Customer where the Customer provides written consent, oral confirmation verified by an independent third party, electronic confirmation through the use of a toll-free number, or electronic confirmation via the Internet.

Consent. The Customer consents to the disclosure of and sharing by Ontera and their agents of information that they have about the Customer in order to assess the Customer's creditworthiness and to market or provide products and services of Ontera and third parties who provide products and services in association with Ontera.

11. Facsimile or PDF Signatures

Transmission – This agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of facsimile or scanned PDF document in which case signatures shall be deemed to be original. The transmission of this Agreement by either party by means of facsimile or scanned PDF document shall be deemed to confirm that the party has retained a true copy of the Agreement. The parties undertake to provide the other party with a copy of this Agreement bearing original signatures forthwith upon demand.

Counterpart – This agreement may be executed by the parties in separate counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same agreement. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

12. Other

Interpretation. The headings in this Agreement shall not affect the interpretation of any provision of this Agreement. The words "including" and "includes" mean "including without limitation" and "includes without limitation". An "Affiliate" means an affiliated body corporate as defined in the Canada Business Corporations Act and, in the case of an Ontera Affiliate, means an affiliated body corporate (as so defined) of Ontera and any partnership or other unincorporated association in which Ontera or any of its affiliated bodies corporate has a controlling interest.

Ontera. "Ontera" means each Ontera Affiliate that provides a Service. As it relates to each Service, this Agreement is deemed to be solely between the Customer and the Ontera Affiliate specified as the Service provider in the Service Terms and Conditions, with the Ontera representative having signed this Agreement on behalf of each such Ontera Affiliate.

Assignment. The Customer shall not assign all or any part of this Agreement without the prior written consent of Ontera. Ontera may withhold its consent to a proposed assignment by the Customer to a person who is in the business of providing telecommunications or telecommunications-related products or services. Ontera may assign or subcontract all or any part of its rights and obligations under this Agreement or the Services without notice to or consent of the Customer.

Relationship. This Agreement does not create or imply any agency, partnership or other joint relationship between the parties, and does not authorize either party to bind or obligate the other in any way.

Force Majeure. Ontera is not responsible for performance of, or in default of, any obligation or provision of this Agreement where delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, legislation, regulation, judicial order, acts of civil or military authorities, accidents, fires, natural disasters or other catastrophes or events beyond Ontera's reasonable control.

Severability. If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be construed as if such part had never been part of this Agreement.

No Waiver. The failure of the Customer or Ontera to exercise any right under this Agreement, or to insist upon strict or full performance of the obligations under this Agreement, shall not constitute a waiver or relinquishment of any provision of this Agreement. In order to be binding upon a party, any such waiver must be express and in writing signed by that party. The rights of the parties under this Agreement are cumulative and not alternative.

Survival. Any provisions of this Agreement which, expressly or by their nature, extend beyond the termination of this Agreement, shall survive any termination of this Agreement.

Law. Ontera and the Customer shall comply with all laws applicable to the exercise of their rights and performance of their obligations under this Agreement. The laws in effect in Ontario shall apply to this contract. The parties agree that jurisdiction and venue in the courts of Ontario is appropriate and the Customer agrees that it will bring legal proceedings only in Ontario.

Notices. All notices necessary under this Agreement shall be given in writing, and either personally delivered, or sent by registered mail or facsimile to the Customer at its billing address in the Solution Details and to Ontera at 555 Oak Street East, North Bay, Ontario, P1B 8L3. Fax: 1-705-472-6765. Notices, if personally delivered or sent by facsimile, will be deemed to have been received the same day, or, if sent by registered mail, will be deemed to have been received 4 days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing.

Entire Agreement. Any terms and conditions in a purchase order or other similar document issued by the Customer in relation to any Services that are different from or in addition to those in this Agreement are not binding on and are rejected by Ontera. This Agreement forms the entire Agreement between the parties, and supersedes all prior written and oral communications and Agreements between the parties, concerning the Services. All changes to this Agreement must be agreed to in writing and signed by both parties. This agreement has been drawn up in English at the request of the parties. Les parties ont convenu que la présente entente soit rédigée en anglais.

C. SERVICE TERMS AND CONDITIONS: BUSINESS INTERNET SERVICES

1. Business Internet Services

The Service Terms and Conditions in this sub-section apply to all Business Internet Services specified in the Solution Details. The "Customer Site" is at the Service Address specified in the Solution Details.

1.1 Customer Responsibilities

Ontera² (or its authorized subcontractor) will install and maintain the Service Components required to provide Business Internet Services to the legal boundary of the Customer Site. The Customer shall be responsible for obtaining at its sole cost all rights-of-way, permissions and/or third party consents required to permit Ontera to install and maintain the Service Components from the legal boundary of each Customer Site to the Service Demarcation (defined below), including the consent of the Customer's landlord or building owner. The Customer shall be responsible for satisfying all requirements imposed by a building's design or by building management as it applies to Business Internet Services installation or the Service Components, including the payment of any additional fees, conduit installation, design submissions, and installation approvals.

The Customer shall, at its cost, prepare the Customer Site for the installation of the Business Internet Services, including any Service Components, in accordance with Ontera's reasonable instructions. The Customer is responsible for any additional installation costs incurred by Ontera as a result of the Customer's failure to comply with such instructions. Changes in the environment or location of any Service Components at the Customer Site will require the prior written consent of Ontera.

The Customer grants Ontera and its authorized subcontractors access to the Customer Site to install and maintain the Business Internet Services and the Service Components. Ontera shall not be responsible for any delays, interruptions in the Business Internet Services, damages or costs that may result if Ontera is unable to obtain access to the Customer Site. The Customer is responsible for the care and protection of any Service Components installed on the Customer Site, and is liable to Ontera for all loss or damage, other than ordinary wear and tear, to such Service Components.

1.2 Termination Charge

The termination charge payable by the Customer for termination of any Business Internet Services prior to the end of the Minimum Term is calculated as follows:

- a) all of the total fixed monthly charges that would have been payable after the date of termination until the end of the Minimum Term (the "Total Remaining Charges") if the Internetworking Service is terminated prior to the installation of the last Customer Site on the Solution Details for which the Internetworking Service was to be installed; or
- b) all Total Remaining Charges if the Internetworking Service is terminated during the first 12 months; or
- c) 75% percent of the Total Remaining Charges if the Internetworking Service is terminated between the 13th to 24th month; or
- d) 50% percent of the Total Remaining Charges if the Internetworking Service is terminated between the 25th to 36th month; or

- e) 25% percent of the Total Remaining Charges if the Internetworking Service is terminated on or after the 37th month.

The Customer may adopt new technologies, pricing and services offered by Ontera during the Minimum Term, and if doing so results in the termination of any Business Internet Services, the termination charge shall be waived, if: (a) the Customer adopts the new technologies, pricing or services for a period of time that is equal to or longer than the remainder of the Minimum Term; and, (b) the fixed monthly charges for the new technologies, pricing or services are equal to or greater than those payable for the terminated Business Internet Services.

1.3 Relocation

Business Internet Services may be moved from the Customer Site to another location. To relocate the Network Services, the Customer must provide Ontera with 60 days notice in writing and pay the applicable installation charges. The contract Service Details will be updated with the new Customer Site information.

1.4 Changes

The Customer may make additions or changes to the Business Internet Services through an Amendment Schedule section prepared by Ontera. Each Amendment Schedule must be signed by Ontera and the Customer before it is effective and when effective, will form part of this Agreement.

The Minimum Term and charges that will apply to any additional Business Internet Services will be specified in the Amendment Schedule, and will begin on the date the additional Business Internet Services have been installed by Ontera.

1.5 Restrictions and Service Limitation

The Customer shall comply with Ontera's acceptable use policy, published at http://www.ontera.ca/en/legal_aup.html ("AUP") and Ontera's IP addressing practices. Ontera may change the AUP at any time, in its sole discretion, and publishing the changed AUP at <http://www.ontera.ca> will be sufficient notice of the changes to the Customer. Ontera may change its IP addressing practices from time to time, in its sole discretion, without notice to the Customer.

Unless expressly permitted by Ontera, the Customer shall not resell the Business Internet Services, or access to the Business Internet Services, directly or indirectly to third parties. If Ontera permits such resale to or access by third parties the Customer shall be responsible for all such third party use or access and shall indemnify Ontera against all damages, costs and legal fees incurred by Ontera from any claim arising from third party use of or access to the Business Internet Services.

Ontera does not provide any guarantees for security of the Customer's network connected to the Internet. Customers are responsible to implement their own security policies, which may include Ontera firewall implementation.

....continued

² Ontera is a registered trademark of NorthernTel Limited Partnership Inc.

C. SERVICE TERMS AND CONDITIONS: BUSINESS INTERNET SERVICES (continued)

1.6 Maintenance and Service Availability

Ontera shall be responsible for the installation and maintenance of the Network Services up to and including the Service Demarcation.

Ontera may perform maintenance at predetermined times scheduled by Ontera, or at other times advised by Ontera (such advice may be given orally and without any written notice). Ontera may set or change its maintenance schedule at any time without notice to the Customer.

An out-of-service condition commences when identified by either Ontera or by the Customer and ends when all faults are rectified and the Service is returned to the Customer in normal working condition.

2. Additional Service Terms and Conditions: Ontera Business High Speed Internet Access (HSIA) Services

The Service Terms and Conditions in this subsection apply only to Business High Speed Internet Access Service ("HSIA Service") specified in the Solution Details. Each HSIA Service is an Internetworking Service provided by Ontera.

2.1 Service Description and Demarcation

HSIA Services are unmanaged network services used for Personal Computer ("PC") and LAN interconnection to the Internet using the Internet Protocol ("IP").

In the case of ADSL-based services, HSIA Services require a working business telephone line from the Customer's local telephone company at the Customer Site. The line shall be terminated on an Ontera-provided Customer Interface Package* ("CIP") located in the master telephone room at the Customer Site. The CIP will be equipped with a LAN interface port (the "Service Demarcation") which is to be used by the Customer to connect the Customer's network to the CIP. Optionally, the CIP may be located elsewhere within the building using Customer-provided in-building Service Components (e.g. inside wiring).

Some ADSL-based HSIA Services may be delivered on a dedicated copper loop instead of a working business telephone line. The loop will be terminated on an Ontera-provided CIP located in the master telephone room at the Customer Site. The CIP will be equipped with a Service Demarcation which is to be used by the Customer to connect the Customer's network to the CIP. Optionally, the CIP may be located elsewhere within the building using Customer-provided in-building Service Components.

In the case of Cable-based services, HSIA Services require a Cable access from the Cable Television company ("Cableco") at the Customer Site. The line will be terminated on an Ontera-provided CIP, supplied by the Cableco, and located in the master telephone room at the Customer Site. The CIP will be equipped with a Service Demarcation which is to be used by the Customer to connect the Customer's network to the CIP. Optionally, the CIP may be located elsewhere within the building using Customer-provided in-building Service Components.

* The CIP may consist of one or more Ontera-supplied devices (e.g. Modem, Router and/or Firewall)--depending on the HSIA Services specified in the Solution Details.

2.2 Charges

In addition to the fixed monthly charges, variable Internet usage charges may apply. All usage charges will be billed monthly and are based on the total gigabytes of traffic sent and received per individual Customer access as described in the following table.

Usage Option 1	DSL Is flat rate usage. No separate usage charges apply.
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2.3 Availability and Degradation

For ADSL-based Services, Ontera will furnish a CIP and associated data over voice service for each of the HSIA Services. If Ontera determines during installation at the Customer Site that the telephone line loop is unsuitable for any HSIA Services, those HSIA Services will be terminated, the termination charge waived and any installation fees returned to the Customer. If the Customer experiences service degradation subsequent to installation, even where the telephone line has been qualified, Ontera will investigate the cause of the degradation and will attempt to provide a suitable workaround. If a suitable workaround cannot be found or reasonably implemented then the Customer may terminate the affected HSIA Services without incurring the termination charge.

For Cable-based Services, Ontera will furnish a CIP and associated data over Cable service for each of the HSIA Services. If Ontera determines during installation at the Customer Site that Cable access is unsuitable for any HSIA Services, those HSIA Services will be terminated, the termination charge waived and any installation fees returned to the Customer. If the Customer experiences service degradation subsequent to installation, even where the Cable access has been qualified, Ontera will investigate the cause of the degradation and will attempt to provide a suitable workaround. If a suitable workaround cannot be found or reasonably implemented then the Customer may terminate the affected HSIA Services without incurring the termination charge.

2.4 Customer Responsibilities

HSIA Services will be provisioned in accordance with IP addressing and routing standards, and the Customer must ensure non-conflicting LAN address practices are maintained within the network plan. If Ontera provides the IP addresses to the Customer these addresses shall be governed by the Ontera IP addressing practices. If the Customer provides the IP addresses, the Customer must assign one IP address for use as the IP address of the CIP, and must also set that IP address as the default gateway for every device at that Site. The Customer is responsible for any equipment or facilities required to complete the connection between the Service Demarcation and the Customer's LAN, and to adapt or connect HSIA Service to the Customer's LAN media, or to extend the Service Demarcation beyond the master telephone room.

G. SERVICE TERMS AND CONDITIONS: ETHERNET SERVICES

1. Ethernet Services

The Service Terms and Conditions in this sub-section apply to all Ethernet Services specified in the Solution Details. The "Customer Site" is at the Service Address(es) specified in the Solution Details.

1.1 Service Description

Ethernet Services are a managed layer 2 data networking service for the interconnection of Local, Metropolitan and Wide Area Networks ("LAN", "MAN" and "WAN", respectively) across Ontera's core network using Ethernet Virtual Circuits ("EVC").

Ontera's Ethernet Services are broken down into two components: Ethernet Access ("EA") and Ethernet Networking ("EN").

EA Services are provisioned using a fibre, copper or wireless service facility from an Ontera point of presence ("POP") to a Customer Site, terminating on an Ontera-provided demarcation device.

EN Services provide the network path between two Ontera POP's. Subject to technical availability and additional charges identified in Service Orders, the Customer may select one or more of the following EN options for each Ethernet Service: "Standard" is a best effort service; "Priority Data" - a higher-priority service with better frame delivery performance than Standard; "Near Real Time – Video" - an even higher priority service designed for packet video traffic requiring minimal levels of frame delay and "Near Real Time – Voice" - the highest priority service designed for packet voice traffic requiring minimal levels of frame delay, jitter and highest levels of frame delivery.

1.2 Service Demarcation

Unless otherwise specified in the applicable Service Order the "Service Demarcation" for an Ethernet Service shall be at the customer-facing interface of Ontera-supplied demarcation device ("Demarcation Device") located within the master telephone room at the applicable Customer Site. Ontera shall, at its sole cost and expense, be responsible for installing and maintaining the Service Components required to provide Services to the Service Demarcation. The Demarcation Device and Service Demarcation may be provisioned in a location other than the master telephone room at an applicable Customer Site, provided that the Customer either: (a) supplies all inside cabling and cross-connection equipment required to facilitate the relocation of the Demarcation Device and Service Demarcation in a location other than the master telephone room; or (b) (i) notifies Ontera, in advance, that it wishes to contract Ontera to supply all inside cabling and cross-connection equipment required to facilitate the relocation of the Demarcation Device and Service Demarcation in a location other than the master telephone room, and (ii) the Customer agrees to pay Ontera all charges as quoted by Ontera for such work ("Inside Wiring Costs"). Notwithstanding the foregoing, the Customer is responsible for securing all rights-of-way and/or providing conduit access from the Ontera access point at the property line of each Customer Site to the master telephone room located within the Customer Site. In-building service facilities required to install the Service at the Customer Site are to be provided by the Customer.

1.3 Customer Responsibilities

Ontera (or its authorized subcontractor) will install and maintain fibre patch panels, in-building cabling, wireless distribution equipment, switches, routers or other equipment required (the "Service Components") to provide Ethernet Services to the legal boundary of the Customer Site. The Customer shall be responsible for obtaining at its sole cost all rights-of-way, permissions and/or third party consents required to permit Ontera to install and maintain the Service Components from the legal boundary of each Customer Site to the Service Demarcation (defined below), including the consent of the Customer's landlord or building owner. The Customer shall be responsible for satisfying all requirements imposed by a building's design or by building management as it applies to Ethernet Services installation or the Service Components, including the payment of any additional fees, conduit installation, design submissions, and installation approvals.

The Customer shall, at its cost, prepare the Customer Site for the installation of the Ethernet Services, including any Service Components, in accordance with Ontera's reasonable instructions. The Customer is

responsible for any additional installation costs incurred by Ontera as a result of the Customer's failure to comply with such instructions. Changes in the environment or location of any Service Components at the Customer Site will require the prior written consent of Ontera. The Customer is responsible for any costs incurred by Ontera or its third party suppliers as the result of such changes or delays in preparation of the Customer Site for any reason.

The Customer grants Ontera and its authorized subcontractors access to the Customer Site to install and maintain the Ethernet Services and the Service Components. Ontera shall not be responsible for any delays, interruptions in the Ethernet Services, damages or costs that may result if Ontera is unable to obtain access to the Customer Site. The Customer is responsible for the care and protection of any Service Components installed on the Customer Site, and is liable to Ontera for all loss or damage, other than ordinary wear and tear, to such Service Components.

1.4 Termination Charge

The termination charge payable by the Customer for termination of any Ethernet Services prior to the end of the Minimum Term is calculated as follows:

- f) all of the total fixed monthly charges that would have been payable after the date of termination until the end of the Minimum Term (the "Total Remaining Charges") if the Ethernet Service is terminated prior to the installation of the last Customer Site on the Solution Details for which the Ethernet Service was to be installed; or
- g) all Total Remaining Charges if the Ethernet Service is terminated during the first 12 months; or
- h) 75% percent of the Total Remaining Charges if the Ethernet Service is terminated between the 13th to 24th month for contracts 24 months or longer in duration; or
- i) 50% percent of the Total Remaining Charges if the Ethernet Service is terminated between the 25th to 36th month for contracts 36 months or longer in duration; or
- j) 25% percent of the Total Remaining Charges if the Ethernet Service is terminated on or after the 37th month for contracts 48 months or longer in duration.

The Customer may adopt new technologies, pricing and services offered by Ontera during the Minimum Term, and if doing so results in the termination of any Ethernet Services, the termination charge shall be waived, if: (a) the Customer adopts the new technologies, pricing or services for a period of time that is equal to or longer than the remainder of the Minimum Term; and, (b) the fixed monthly charges for the new technologies, pricing or services are equal to or greater than those payable for the terminated Ethernet Services.

1.5 Relocation

The Ethernet Services may be moved from the Customer Site to another location. To relocate the Ethernet Services, the Customer must provide Ontera with 60 days notice in writing and pay the applicable installation charges. The contract Service Details will be updated with the new Customer Site information.

1.6 Changes

The Customer may make additions or changes to the Ethernet Services through an additional Solution Details (Schedule A) section prepared by Ontera. Each additional Solution Details section must be signed by Ontera and the Customer before it is effective and when effective, will form part of this Agreement.

The Minimum Term and charges that will apply to any additional Ethernet Services will be specified in the additional Solution Details section (Schedule A), and will begin on the date the additional Ethernet Services have been installed by Ontera.

...continued

G. SERVICE TERMS AND CONDITIONS: ETHERNET SERVICES (continued)

1.7 Restrictions and Service Limitation

The Customer shall comply with Ontera's Acceptable Use Policy, published at <http://www.ontera.ca/index.php/en/about-ontera/legal/acceptable-use-policy> ("AUP") and Ontera's IP addressing practices. Ontera may change the AUP at any time, in its sole discretion, and publishing the changed AUP at www.ontera.ca will be sufficient notice of the changes to the Customer. Ontera may change its IP addressing practices from time to time, in its sole discretion, without notice to the Customer.

Unless expressly permitted by Ontera, the Customer shall not resell the Ethernet Services, or access to the Ethernet Services, directly or indirectly to third parties. If Ontera permits such resale to or access by third parties, the Customer shall be responsible for all such third party use or access and shall indemnify Ontera against all damages, costs and legal fees incurred by Ontera from any claim arising from third party use of or access to the Ethernet Services.

Ontera does not provide any guarantees for security of the Customer's network connected to the Internet. Customers are responsible to implement their own security policies, which may include an Ontera firewall implementation.

2. Maintenance and Service Availability

Ontera shall be responsible for the installation and maintenance of the Ethernet Services up to and including the Service Demarcation.

Refer to Schedule H: Maintenance and Service Level Objectives – Ethernet Services for a detailed description of Maintenance and Service Availability.

2.1 Service Specifics

The following section contains more specific information related to the Solutions Details (Schedule A) and is included as necessary for clarification purposes only.

(Insert solution details as required or NOT APPLICABLE if further details are not needed)

H. MAINTENANCE AND SERVICE LEVEL AGREEMENTS/OBJECTIVES: ETHERNET SERVICES

1.0 Incident Management

1.1 Incident Reporting

The Customer shall report all service issues to Ontera by calling or emailing Ontera's Network Operations Control Centre ("NOCC") at **877.566.2029** or **705.267.2029**, and nocc@ontera.ca, respectively. Ontera will open an incident ticket for each reported issue and provide the customer with a reference number for each ticket. The following information must be provided when opening an incident ticket with Ontera, escalations will only be accepted if an incident ticket has been opened.

- Ontera circuit id
- Nature and severity of incident (including out of service versus degraded service condition)
- Customer contact name and number
- Customer ticket number if applicable

Upon opening an incident ticket, Ontera will provide the customer with the following information:

- Ontera ticket number
- Severity assigned

Ontera will provide the Customer with status information upon request after an incident has been reported and Ontera ticket number has been provided.

The parties agree to assist each other in isolating incidents, including cooperative testing and open sharing of test results.

1.2 Hours of Operation

Service hours for the Ontera NOCC are 7 days per week x 24 hours per day x 365 days per year. "Standard Business Hours" are 8:00 AM to 4:00 PM Eastern Time Zone, Monday to Friday, excluding statutory holidays. Any other times are considered "After Hours".

1.3 Classification of Incidents

Ontera will assign one of the following severity levels to each service-related issue based on the nature of the service impact:

- **Emergency Priority 1** : An incident that results in a community isolation, an Out of Service condition affecting more than one service or significant service degradation affecting more than one service as defined by the applicable Service Performance Objectives.
- **Emergency Priority 2**: An Incident that results in an Out of Service condition or significant service degradation of a single service as defined by the applicable Service Level Objective, for which the Customer is prepared to work with Ontera on a 24 hour basis.
- **Non-Emergency Priority 3**: An Incident that results in a Out of Service condition or significant service degradation of a single service as defined by the applicable Service Level Objective, for which the Customer is prepared to work with Ontera only during Standard Business Hours.
- **Non-Emergency Priority 4**: An incident that results in service degradation but not an Out of Service condition for which the Customer is prepared to work with Ontera during Standard Business Hours.
- **Non-Emergency Priority 5**: An Incident that results in a minor or no service degradation.

1.4 Escalation Guidelines

The following guidelines apply to all Customer incident escalations:

- Escalations must be undertaken on a person-to-person basis only. No voicemail escalation requests are permitted.
- Escalations can only be processed if an incident ticket has been opened and Ontera has had an opportunity to investigate the issue

- Escalations should be undertaken on a peer-to-peer basis. Individuals representing a higher level within their organization must so identify themselves.
- Escalation requests must be submitted to the Ontera NOCC for coordination with the appropriate Ontera escalation contact
- If a level of escalation is not available, the next higher level may be engaged.

Table 1 identifies the Ontera escalation process and timelines for each Incident severity level

Table 1 – Escalation Guidelines

Time Elapsed since Incident Report	Emergency		Non-Emergency		
	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5
	Community Isolation, or more than 1 SLA/SLO business circuit affected or seriously threatened	SLA/SLO Business Outage, and customer prepared to work with ONTERA day or night	Outage and customer prepared to work with ONTERA during regular business hours	Customer business functional, but degraded, and customer prepared to work with Ontera during regular business hours.	Non-service affecting
Immediately	Call NOCC Manager or Duty Manager if during off-hours + Major Event Notification to Management				
1 Hour	Update NOCC/ Duty Manager by M.E.N.email	or Duty Manager if during off-hours + Major Event Notification to Management			
2 Hours	Update NOCC/ Duty Manager by M.E.N.email	Update NOCC/ Duty Manager by M.E.N.email			
4 Hours	Update NOCC/ Duty Manager by M.E.N.email	Update NOCC/ Duty Manager by M.E.N.email	Call NOCC Manager OR Duty Manager if during off hours		
5 Hours	M.E.N.sent every hour until problem is solved				
48 Hours				NOCC Manager OR Duty Manager if during off hours	
72 Hours					NOCC Manager OR Duty Manager if during off hours

1.5 Post Mortem Process

A Post Mortem is a formal report providing a detailed explanation, including the root cause and the fixes put in place to mitigate against a reoccurrence of an incident.

A Post Mortem may be requested by the Customer in relation to an unplanned outage or Emergency severity incident on a Priority Data or Near Real Time service. Ontera does not provide post mortem reports for incidents related to Standard services.

H. MAINTENANCE AND SERVICE LEVEL AGREEMENTS/OBJECTIVES: ETHERNET SERVICES (continued)

A Post Mortem request must include the following information:

- the Ontera ticket number
- the date and time the incident was reported to Ontera
- the impact to the Customer

Ontera will provide a Post Mortem report with 5 business days of receiving a Post Mortem request. The Post Mortem report will include:

- the date and time the ticket was opened and closed
- a chronological summary of the event
- an explanation of the problem found
- the root cause of the problem
- an explanation of the steps taken to resolve the problem
- an action plan (when applicable) to ensure the problem will not reoccur

1.6 Billable Tickets

If Ontera responds to a service call initiated by the Customer, and Ontera and the Customer mutually agree that the cause of the problem is not due to Ontera's Network or Equipment, but is due to the Customer's or End User's equipment or facilities, the Customer must compensate Ontera for the service call on a time and materials basis at the rates listed below; Ontera may change these rates in this Schedule from time to time upon 60 days advance notice:

Standard Business Hours: \$100 per hour (minimum 1 hour)
After Hours: \$150 per hour (minimum 1 hour)

2.0 Change Management

2.1 Threats and Releases Definition

A Threat is defined as performing planned network maintenance that is not expected to create a service impacting outage, or does not pose a significant risk to create a service impacting outage. Threats are also required when redundancy is being removed from a network service. A service impact is created if there is a disruption that has a duration of 100ms or greater

A Release activity is defined as performing a planned network maintenance activity that is expected to create a service outage of 100ms or greater. Release activities are scheduled in a maintenance window and are implemented in the earliest part of the window whenever possible to permit the longest possible time for recovery before the end of the window, should an unexpected event arise.

2.2 Threat Notification

No notification will be provided for performance of Threat activity.

2.3 Release Notification

Ontera shall provide four (4) business days' notice for changes in the form of a maintenance release request, which will be sent to an email address specified by the Customer. Maintenance releases will be scheduled during low service usage times between 24:00 and 06:00 local time on any day of the week.

The following information will be provided at the time of the maintenance release request:

- date and time frame (duration) being requested
- reason for the release
- estimated network impact (e.g., service affecting or non-service affecting)

Approval of the maintenance release request will be the responsibility of the Customer. The Customer will make all reasonable efforts to accommodate a maintenance release request

2.4 Emergency Releases

When outages occur within the Ontera network, Ontera may need to perform emergency maintenance on equipment or facilities that may potentially cause a service interruption or alarm. In such cases, Ontera will notify the Customer of the occurrence and provide details for the Emergency Release.

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3.0 Service Performance Objectives

The performance objectives between the A-End Service Demarcation and the Z-End Service Demarcation are based on the definitions in section 6.0 and are listed below in Table 2.

Table 2 – Ethernet Service Performance Objectives

Performance Attribute	Standard Service	Priority Data Service	Near Real Time Service
Availability	≥ 99.95 %	≥ 99.95 %	≥ 99.95 %
Latency – MAN	≤ 37 ms	≤ 10 ms	≤ 5 ms
Latency - WAN	≤ 125 ms	≤ 30 ms	≤ 20 ms
Frame Loss Ratio	≤ 0.1 %	≤ 0.01 %	≤ 0.01 %
Jitter – MAN	n/a	≤ 8 ms	≤ 3 ms
Jitter – WAN	n/a	≤ 20 ms	≤ 8 ms
MeanTime to Repair (MTTR)	≤ 4 hours	≤ 4 hours	≤ 4 hours
Service Credit Eligibility	No	Yes	Yes

4.0 Performance Validation

Each performance attribute is measured based in the definition in Section 6.0. If a Customer identifies a potential performance issue with Latency, Frame Loss, or Jitter, the Customer may contact the Ontera NOCC and provide the test results, clearly identifying the areas of concern. The Ontera NOCC will provide the Customer with an incident tracking number. The Ontera NOCC will schedule a work window with the Customer prior to performing any intrusive testing on the service. The Customer must agree to release the service to Ontera for testing, and subsequently if deemed necessary, for repair. If Ontera determines that the service performance does not meet the objective outlined above in Table 2 and is directly resulting from an Ontera network issue, confirmation of the results will be provided to the Customer's NOCC for submitting a Credit claim.

At the Customer's request, Ontera will calculate the Customer's Service Unavailability in a calendar month as defined in Section 6.1.

5.0 Service Credits

If a performance objective is not met for a Priority Data or Near Real Time service, the Customer may issue a claim for a credit based on the Ontera incident tracking number and report provided by the Ontera NOC. Credits will not be issued for Standard priority services. All credit claims and reports are subject to review, verification, and acceptance by Ontera and pursuant to Sections 5.1 and 5.2 below. If approved, the Customer shall be credited as outlined in Section 5.3 of this document for the applicable service. The total of all credits issued within a month shall not exceed the then current monthly service fee for the applicable service.

5.1 Credit Application Process

A credit shall be allowed when Ontera receives a request from the Customer within a period of thirty (30) days after a performance issue or an Out of Service condition occurs as outlined in this document.

- The then current Service Fees shall be used to determine any credit allowed
- Calculation of credits shall be based upon Ontera's incident ticket log maintained in the NOC
- All start and end times for Out of Service conditions or performance issues shall be based upon Ontera's incident tracking log maintained in the NOC
- In no event shall any credit be allowed in this SLA in excess of the then current service fees for the applicable service
- Credits will be applied only if the Customer's service fees to date have been paid

5.2 Credit and Exemptions

If the credit request is approved, the credit is limited to one credit per incident. In addition to the terms set out in the GENERAL TERMS AND CONDITIONS section of this agreement, including but not limited to

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Force Majeure, Ontera shall be exempt from the terms and provisions of this Schedule H in the following circumstances and a Credit will not be granted for Out of Service conditions or performance issues caused by:

- Scheduled service interruption for the purpose of allowing Ontera to upgrade, change, implement an order, maintain, or repair the circuit for which the Customer has received reasonable advanced notice
- Acts or omissions, direct or indirect, of the Customer which affects service performance
- No credit shall be granted with respect to any period during which the Customer fails to afford access to any facilities provided by Ontera for the purpose of investigating and correcting a Service issue
- An event of force majeure as described in the GENERAL TERMS AND CONDITIONS section of this agreement
- In the event Ontera determines it necessary to interrupt a service for maintenance, credits will not be granted if the Customer elects not to release the service for testing or repair
- Troubles resolved as No Trouble Found
- Outages less than 60 seconds in duration

5.3 Credit Schedule

The credit schedule in Table 3 below applies for the service performance objectives outlined in this document and is based on the definitions provided in Section 6.0

Table 3 – Service Credit Schedule

Condition	Extent of Missed Objective			Outage Credit
	Standard Service	Priority Service	Near Real Time Service	
Availability (A)	No Credit	99.95% > A > 99.9%	99.95% > A > 99.9%	5% of monthly fee
		99.9% > A > 99.5%	99.9% > A > 99.5%	10% of monthly fee
		A < 99.5%	A < 99.5%	20% of monthly fee
Frame Loss Ratio (FLR)	No Credit	0.01% < FLR < 0.02%	0.01% < FLR < 0.02%	5% of monthly fee
		FLR > 0.02%	FLR > 0.02%	10% of monthly fee
Latency(L) (MAN)	No Credit	10 ms < L < 20 ms	5 ms < L < 10 ms	5% of monthly fee
		L > 20 ms	L > 10 ms	10% of monthly fee
Latency (L) (WAN)	No Credit	30 ms < L < 60 ms	20 ms < L < 40 ms	5% of monthly fee
		L > 60 ms	L > 40 ms	10% of monthly fee
Jitter (J) (MAN)	No Credit	8 ms < J < 16 ms	3 ms < J < 6 ms	5% of monthly fee
		J > 16 ms	J > 6 ms	10% of monthly fee
Jitter (J) (WAN)	No Credit	20ms < J < 40 ms	8 ms < J < 16 ms	5% of monthly fee
		J > 40 ms	J > 16 ms	10% of monthly fee
Mean Time to Repair (MTTR)	No Credit	4 < MTTR < 8 hours	4 < MTTR < 8 hours	10% of monthly fee
		MTTR > 8 hours	MTTR > 8 hours	20% of monthly fee

5.1 Chronic SLA Misses

In the event that Ontera does not meet the SLA parameters defined herein on no less than three (3) occasions within a period of ninety (90) consecutive days for the affected Service, and the problem is not the fault of the Customer, or not as a result of a Force Majeure event, and the Customer has advised Ontera of the Service disruption in accordance with the procedure set forth herein, the Customer may, but only within thirty (30) days of the third such occurrence, terminate the affected Service(s) without penalty, upon written notice to Ontera without liability for termination fees of any kind except for accrued and unpaid charges as of the termination date.

6.0 Definitions

Ontera's service level agreements/objectives are based upon the following definitions:

6.1 Availability – means the percentage of time in a given month that a specific Service was available to pass traffic. Availability metrics are based solely on Service Outage Time statistics collected by the Ontera incident tracking log maintained by the Ontera NOC. Availability is calculated as follows: Total amount of time in a specific calendar month (in minutes), minus the total amount of validated Service Outage Time (in minutes) during the specific month as measured by Ontera and Ontera incident tracking log (not including scheduled maintenance and planned outages), divided by the total amount of time in a specific calendar month (in minutes), and expressed as a percentage.

6.2 CPE – means Customer Premise Equipment and is defined as routers, switches, or media converters deployed at the Customer Site by Ontera or its partners.

6.3 EVC – means Ethernet Virtual Circuit which is a logical point to point connection delivered across the Ontera network and which may also

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traverse the network(s) of Ontera's partners as a means of delivery to the Customer Site.

6.4 Service Outage Time – means the total time during a specific calendar month that a Customer's service is unable to receive or transmit data frames. Service Outage Time is the total of all recorded Out of Service conditions for a particular service during a specific month. Out of Service conditions are subject to the exclusions detailed in Section 4.0 of this document.

6.5 Out of Service – means when a specific Customer Service is unable to transmit or receive data. Such a condition will be recorded for the specific Customer Service in the Ontera incident tracking log. Out of Service conditions can either be declared automatically by the Ontera NOCC monitoring system, manually by Ontera NOCC personnel, or by the Customer. Following Customer notification, Ontera NOCC personnel will validate the outage and will manually declare an Out of Service condition in the Ontera incident tracking log. All Out of Service start and end times are based on the Ontera NOCC incident tracking log.

6.6 Mean Time to Repair (MTTR) – means the average length of time it took to repair a particular Customer Service during a specific month. MTTR metrics are based solely on Service Outage Time statistics collected by the Ontera incident tracking log maintained by the Ontera NOC. MTTR is calculated as follows: Total amount of validated Service Outage Time (in minutes) during a specific calendar month as measured by Ontera and Ontera incident tracking log (not including maintenance and planned outages), divided by the total number of outage incidents on a particular Customer Service during a specific calendar month, and expressed in hours.

6.7 Latency – means the mean amount of time it takes for data frames to make a one-way trip across the Service, over a specific period of time as defined by Ontera at a standard frame size of 1,522 bytes (802.1q), and measured in milliseconds (ms). Service Latency is based upon the testing performed during the installation process of the Service or during a scheduled outage.

6.8 Jitter – means the variation in the mean amount of time it takes successive data frames to make a one way trip across the Service, measured in milliseconds (ms). Jitter is based upon the testing performed during the installation process of the Service or during a scheduled outage. An individual jitter calculation is the absolute value of the one-way latency of a successfully received test frame, less the one-way latency of the second, successive, successfully received test frame. For example, if the first successfully received test frame takes twenty (20) ms to traverse the Service, and the second, successive, successfully received test frame takes twenty-two (22) ms to traverse the Service, then the jitter is calculated as two (2) ms.

6.9 Frame Loss Ratio – means the mean percentage of test frames that were lost across the Service, at a standard frame size of 1,522 bytes (802.1q).

6.10 No Trouble Found – means Ontera's customer reports a problem that cannot be duplicated by Ontera after reasonable efforts to do so. For example, the customer reports an Out of Service condition, but Ontera sees its service up and active with no evidence of a recent outage.

6.11 MAN – means Metropolitan Area Network, as defined in Schedule G: Service Terms and Conditions – Ethernet Services.

6.12 WAN – means Wide Area Network, as defined in Schedule G: Service Terms and Conditions – Ethernet Services.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-97

REGULATIONS: (R1.1) A by-law to amend Noise Control By-law 80-200 dealing with the exemption from the Noise Control By-law to accommodate a fundraising event held by the Korah Relay for Life team from 7:00 p.m. on June 2, 2017 to 7:00 a.m. on June 3, 2017.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with the Korah Relay for Life fundraiser at Korah Collegiate and Vocational School from 7:00 p.m. on June 2, 2017 to 7:00 a.m. on June 3, 2017 is deemed not to be in violation of By-law 80-200.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-99

AGREEMENT: (F1) A by-law to authorize the execution of the Agreement between the City and Soo Pee Wee Arena for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2017 between the City and Soo Pee Wee Arena, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

Soo Pee Wee Arena

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient on an annual basis equal to the total municipal and education property tax,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2017 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient a grant equal to the annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization.

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient represents, warrants, and covenants that it has and will maintain at its own cost and expense, all the necessary and appropriate insurance that a prudent person carrying out a project similar to that associated with the expenditures listed in Schedule "A" would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million (\$2,000,000.00) dollars per occurrence and policy aggregate. The Recipient shall provide the City certificates of insurance that confirm the insurance coverage as provided in this Section.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

Facility Manager, Soo Arena Assoc.
285 Northern Ave. East
Sault Ste. Marie, ON
P6B 4H9

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE
OF

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Soo Pee Wee Arena

NAME

(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

The Soo Pee Wee Arena was opened in 1967 and has assisted the City since then in providing additional ice time for hockey and skating. An annual grant equal to the municipal and education property taxes for the year is provided to assist in operating expenses for the facility.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Municipal Property Tax Bill-estimate only-maximum grant	\$12,750
Total:	\$12,750

3. MAXIMUM FUNDS \$ 12,750

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

October 2, 2017 or subsequent if property taxes not paid in full by September installment date

* we pay taxes monthly. Our last instalment is paid in October of every year.

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Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2017

SCHEDULE "B"

REPORTING

The following documents shall be filed with the Finance Department of the City by February 1 of the year following each year funding was received:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available;
- 2) Written summary of Eligible Expenses, in the form provided in Schedule "C".

SCHEDULE "C"

SUMMARY OF ELIGIBLE EXPENSES

[illegible]

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

Signature/Title

Date _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-98

AGREEMENT: (H4.2) A by-law to authorize the execution of an Operating Service Agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine for Physician Recruitment Funding.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine, dated April 1, 2017, a copy of which is attached as Schedule "A" and Schedule "B" hereto. This agreement authorizes a funding agreement for the recruitment and retention of physicians.

2. **SCHEDULE "A" AND SCHEDULE "B"**

Schedule "A" and Schedule "B" form part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of May, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

OPERATING SERVICE AGREEMENT

This Agreement made this 1st day of April 2017.

B E T W E E N:

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

- and -

GROUP HEALTH ASSOCIATION
hereinafter referred to as "GHA"

- and -

SAULT AREA HOSPITAL
hereinafter referred to as "SAH"

- and -

ALGOMA WEST ACADEMY OF MEDICINE
hereinafter referred to as "AWAM"

WHEREAS the above parties agree that the recruitment of physicians is vital to the citizens of Sault Ste. Marie and district;

AND WHEREAS a program is required to attract such physicians to the area;

AND WHEREAS the parties hereto recognize and support the initiative to attract physicians to the area;

NOW THEREFORE the parties hereto agree as follows:

1. This Agreement shall be for a term of one (1) year commencing April 1, 2017 and terminating March 31, 2018.
2. The parties hereto agree that they have the authority to act independently on matters of physician recruitment & retention.
3. The parties hereto shall prepare annually a budget relating to physician recruitment & retention activities for the year.

4. The parties hereto shall forward the City's portion of the budgeted share to City Council at the end of October annually for review, with reference to the Finance Committee, if desired by City Council.
5. The parties hereto shall administer the program for the recruitment & retention of physicians.
6. Payment of expenses related to the program shall be made by SAH upon approved instructions from the Chair, Delegate of the Committee, or Manager of the Physician Recruitment & Retention Program. SAH will ensure all payments are made with due expedience and recorded in an accurate, complete and timely fashion in accordance with generally accepted accounting principles (GAAP).
7. Copies of all original invoices, requests for payment and other instructions documenting financial transactions shall be retained in the Physician Recruitment & Retention office.
8. Original documentation shall be provided by SAH and will be retained in accordance with all privacy legislation including the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Personal Information Protection and Electronic Documents Act* (PIPEDA).
9. Upon request of any of the parties hereto, the Physician Recruitment & Retention office shall provide financial documentation. Provision of documentation shall be in accordance with the principles of privacy legislation including MFIPPA and PIPEDA.
10. SAH shall maintain financial records sufficient to produce a monthly statement of income and expenses and any other report that may be reasonably requested by any of the parties hereto, including a list of committed expenses.

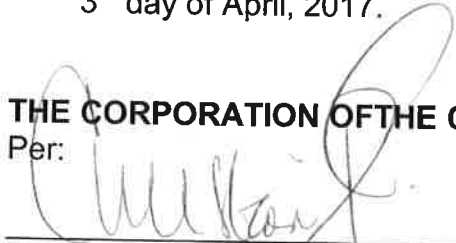
11. SAH shall prepare monthly financial reports for the parties hereto as outlined in clause 10 of this Agreement and shall invoice the City for reimbursement monthly. In addition, SAH shall prepare a financial report for the period April 1st to March 31st annually.
12. Upon review and approval, the City shall reimburse SAH for all expenses on the basis of the monthly invoice provided by SAH. Approved expenses include but are not limited to those outlined in Schedule "A" attached hereto.
13. The parties hereto shall inform the City of any commitments for future expenditures negotiated during the operating year but to be paid in future years. The City shall ensure that sufficient funds are retained to fund these future commitments. Contracts for physicians which extend for several years shall be treated as future expenses as outlined in this clause.
14. The City agrees to make an annual contribution of \$80,000 and SAH and GHA agree to make an annual contribution of \$60,000 each on June 1st of each year. The City, SAH and GHA contributions shall be used for the physician recruitment & retention program. AWAM agrees to make satisfactory annual in-kind contributions.
15. Any costs or liabilities incurred by SAH in the administration of this program arising out of decisions made by the parties hereto will be the sole responsibility of the parties hereto.
16. Any of the parties to this Agreement or their agents shall have the right to review any documents or records relating to this program at any time upon reasonable written request directed to the Chair or Manager of the Physician Recruitment & Retention Program.
17. This Agreement shall not be assigned without prior written consent of all parties hereto.

18. The terms and provisions of this Agreement shall extend to and be binding upon and ensure to the benefit of the parties hereto, their successors and, where permitted, assigns under this contract.

IN WITNESS HEREOF the parties hereto have set their hands and seals this
3rd day of April, 2017.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:


Christian Provenzano, Mayor


Al Horsman, CEO

GROUP HEALTH ASSOCIATION

Per:


Alex Lambert, President / CEO

ALGOMA DISTRICT MEDICAL GROUP

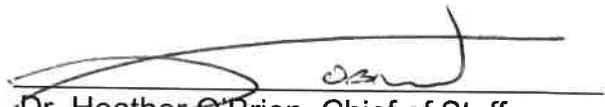
Per:


Dr. David Fera, Chair/CEO

SAULT AREA HOSPITAL

Per:


Dr. Andrew Webb, VP Medical Affairs


Dr. Heather O'Brien, Chief of Staff

ALGOMA WEST ACADEMY OF MEDICINE

Per:


Dr. Tim Best, Interim President

SCHEDULE "A"**A. COSTS ELIGIBLE FOR REIMBURSEMENT WILL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:**

1. Salaries, wages and benefits including any future amounts due as payment for severance or in lieu of notice. In the event of severance, the City shall be responsible only for that portion of the severance payment that relates to the employee's service with the parties hereto. Prior employment will not be calculated for the City's severance payment.
2. Expenses related to the administration of the program including office costs, minor equipment and professional fees.
3. Costs for advertising and promotion including marketing displays, conferences and meetings and receptions.
4. Recruiting costs including professional recruitment services, travel, site visits and recruitment events.
5. Travel expenses for physicians including transportation, lodging and meals.

B. COSTS INELIGIBLE FOR REIMBURSEMENT WILL INCLUDE:

1. No amount will be charged for rent for office space provided by SAH.
2. No amounts will be charged for utilities or office maintenance provided by SAH.
3. No amounts will be paid for locum costs reimbursable by the Ministry of Health and Long Term Care.
4. No amounts will be paid as the principal of loans.
5. Any costs incurred by physicians other than travel expenses (transportation costs, lodging and meals).

SCHEDULE "B" TO BY-LAW 2017-98

Passed in open Council this 8th day of May, 2017.

Mayor – Christian Provenzano

City Clerk – Malcolm White