



REGULAR MEETING OF CITY COUNCIL REVISED AGENDA

Monday, March 9, 2015

4:30 p.m.

Council Chambers

	Pages
1. ADOPTION OF MINUTES	11 - 20
Mover : Councillor M. Shoemaker Seconder : Councillor L. Turco	
Resolved that the Minutes of the Regular Council Meeting of 2015 02 23 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 M. Shoemaker Seconder : Councillor R. Niro	
Resolved that the Agenda for 2015 03 09 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 International Day for the Elimination of Racial Discrimination	
Danny Krmpotich, Program Co-ordinator – Local Immigration Program	
5.2 Red Cross Month	
Taylor Doss, Volunteer and Diane Lajambe, District Branch Manager – Canadian Red Cross Society, Sault Ste. Marie Branch	
5.3 Departmental Presentations	21 - 47
Sault Ste. Marie Public Library	

Fire Services

5.4 Flashing Light – Base Line and Airport Road

Kim Carter will be in attendance concerning Agenda item 7.7.1

5.5 Animating the John Rowswell Hub Trail

Dr. Gayle Broad, Research Director and Jude Ortiz, Research Co-ordinator, NORDIK Institute will be in attendance concerning Agenda item 7.8.2

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

Mover : Councillor J. Hupponen

Seconder : Councillor R. Niro

Resolved that all the items listed under date 2015 03 09 – Part One – Consent Agenda be approved as recommended.

6.1 Travel Request

48 - 49

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

Mover : Councillor M. Shoemaker

Seconder : Councillor J. Krmpotich

Resolved that the report of the Chief Administrative Officer dated 2015 03 09 concerning Staff Travel be approved as requested.

6.2 Appointment of Commissioner of Finance and Treasurer

50 - 51

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

The relevant By-law 2015-51 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.3 Finance Committee Meeting – 2015 03 03

52 - 59

A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.

Mover : Councillor J. Hupponen

Seconder : Councillor R. Niro

Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 03 09 concerning the Finance Committee Terms of Reference be approved; and Further Be It Resolved that the Finance Committee Terms of Reference dated 2004 01 26 be amended to authorize the Finance Committee to review and prioritize supplementary items referred to the budget by City Council; and Further Be It Resolved that the Finance Committee recommend a prioritized

	supplementary items list to City Council prior to budget deliberations be approved.	
6.4	Tender for Microsoft Enterprise Licensing Agreement	60 - 62
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover : Councillor M. Shoemaker Seconder : Councillor L. Turco	
	Resolved that the report of the Manager of Purchasing dated 2015 03 09 concerning Tender for Microsoft Enterprise Licensing Agreement be received and that the tender submitted by CDW Canada for three (3) years of Microsoft Enterprise Licensing to be invoiced yearly in the amount of \$144,018 plus H.S.T., subject to adjustment for the number of licenses required, for a total tendered amount of \$432,054 plus H.S.T. be approved.	
6.5	Cultural Financial Assistance Grants	63 - 65
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	Mover : Councillor J. Hupponen Seconder : Councillor R. Niro	
	Resolved that the report of the Manager of Recreation and Culture dated 2015 03 09 concerning the 2015 Cultural Financial Assistance Grants be received and the recommendation of the Cultural Advisory Board of the recipients for grants under 2015 Cultural Financial Assistance Program be approved subject to available funding in the 2015 budget.	
6.6	Reconstruction Huron Street – Purchase of Property	66 - 68
	A report of the Design and Construction Engineer is attached for the consideration of Council.	
	The relevant By-law 2015-48 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.7	Second Line Widening – Phase III – Bottom of Hill to Black Road – OCIF Contribution Agreement	69 - 70
	A report of the Director of Engineering is attached for the consideration of Council.	
	The relevant By-law 2015-47 is listed under item 11 of the Agenda and will be read with all by-laws under that by-law.	
6.8	Agreement with Electrical Safety Authority – Continuous Safety Services Program	71 - 79
	A report of the City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2015-46 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.9	New Comprehensive Signs By-law – Discussion Paper and Online Survey Results	80 - 138

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

Mover : Councillor J. Huppenen
Seconder : Councillor L. Turco

Resolved that the report of the Planner, supported by the Signs By-law Task Force, dated 2015 03 09 concerning the New Comprehensive Signs By-law Discussion Paper and Survey Results be accepted as information, and that Council authorize staff to provide notice for additional public consultation to occur in April 2015.

6.10 Streetscape Consulting Services: Queen Street Streetscape Project 139 - 147

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

Mover : Councillor M. Shoemaker
Seconder : Councillor R. Niro

Resolved that the report of the Planning Division dated 2015 03 09 concerning Streetscape Consulting Services – Queen Street Streetscape Project be received that Council authorize an agreement with The Planning Partnership to develop detailed design plans for a Queen Street streetscape project, and to develop conceptual design plans for the remainder of the Queen Street, subject to FedNor's agreement to reallocate the approved streetscape funding to the projects listed in this report.

6.11 Rental Housing Incentive Program 148 - 150

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

Mover : Councillor M. Shoemaker
Seconder : Councillor R. Niro

Resolved that the report of the Planning Director dated 2015 03 09 concerning Rental Housing Incentive Program be received as information and Council authorize an incremental tax rebate program for the two properties identified in this report subject to the following:

1. That the municipal rebate apply only to the increase in assessment resulting from new construction; and
2. After the rebate program is completed, these properties will pay the full municipal tax amount.

6.12 Port of Algoma – Letter of Engagement with Master Consultant 151 - 152

A report of the Commissioner of Engineering and Planning is attached for the consideration of Council.

The relevant By-law 2015-43 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.13 Evolution of Community Development 153 - 225

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

Mover : Councillor M. Shoemaker

Seconder : Councillor R. Niro

Resolved that report of the Planning Director dated 2015 03 09 concerning a new approach to community development be received as information and that the Destiny Sault Ste. Marie members undertake the actions identified in the report to determine the viability of the True Growth proposal with a follow-up report to City Council in May 2015.

6.14 Reallocation of Capital from Current Funds

226 - 227

A report of the Manager of Traffic and Communications is attached for the consideration of Council.

Mover : Councillor M. Shoemaker

Seconder : Councillor L. Turco

Resolved that the report of the Manager of Traffic and Communications dated 2015 03 09 concerning the Reallocation of Capital from Current funds – surplus funds from Public Works and Transportation's communication project to a new digital radio system be approved.

6.15 Mausoleum Phase XIV

228 - 229

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

Mover : Councillor J. Hupponen

Seconder : Councillor L. Turco

Resolved that the report of Manager of Cemeteries dated 2015 03 09 concerning Mausoleum Phase XIV be received and the following recommendations be approved:

1. Council approve Phase XIV of the Mausoleum Master Plan; and
2. Staff be authorized to engage the services of EPOH Inc. for the planning, registration and tendering of the construction of Phase XIV of the Municipal Mausoleum

with funding for the proposed project to come from the Cemetery Reserve.

6.16 CAO Selection Committee

230 - 231

Minutes of the February 5, 2015 Committee meeting are attached for the information of Council.

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**
- 7.7 PUBLIC WORKS AND TRANSPORTATION**
- 7.7.1 Flashing Light – Base Line and Airport Road** 232 - 256
A report of the Deputy Commissioner of Public Works and Transportation is attached for the consideration of Council.
Mover : Councillor J. Hupponen
Seconder : Councillor R. Niro
Resolved that the report of the Deputy Commissioner dated 2015 03 09 concerning the flashing light at Airport Road and Baseline Road be received as information, and that the recommendations of the CIMA report be approved with the exception of the recommendation not to install flashing lights on Airport Road; and that Council confirm its direction to install yellow flashing lights on Airport Road.
- 7.7.1.1 Additional correspondence** 257 - 265
- 7.8 BOARDS AND COMMITTEES**
- 7.8.1 Port of Algoma** 266 - 301
A report of the Chief Executive Officer, Economic Development Corporation is attached for the information of Council.
- 7.8.2 Animating the John Rowswell Hub Trail** 302 - 313
Mover : Councillor J. Hupponen
Seconder : Councillor L. Turco
Resolved that the application of the NORDIK Institute for Economic Diversification Fund funding in the amount of \$28,325 to undertake the animation of the John Rowswell Hub Trail be approved.
- 8. UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL**
- 8.1 Flashing Lights at Intersections**
Mover : Councillor M. Shoemaker
Seconder : Councillor R. Romano
Whereas the Transportation Master Plan included public responses to a survey completed by nearly 1,100 residents; and
Whereas the public response to those surveys indicated a desire from residents to have flashing red and amber lights at intersections; and

Whereas there is less traffic on the City streets between 11 p.m. and 6 a.m. relative to peak travel times; and

Whereas it would be impractical to commence using red flashing lights at a large number of controlled intersections within the City without determining the feasibility of using red flashing lights in a more limited area; and

Whereas to determine if red flashing lights at a large number of controlled intersections within the City is a feasible option, the City traffic division can commence a pilot project in a limited area of town, and report back to City Council on the results of said pilot project in 24 months;

Now Therefore Be It Resolved that the Traffic Division of the Public Works and Transportation Department be requested to advise City Council of:

1. The cost associated with implementing red and amber flashing lights, commencing at 11 p.m. and ending at 6 a.m., at the intersections of: Wellington Street West and Lyons Avenue, Lyons Avenue and Patrick Street, Korah Road and Wallace Terrace and Wallace Terrace and Goulais Avenue with the amber flashing light being given to east and westbound traffic on Wallace Terrace/Lyons Avenue/Wellington Street West, and the red flashing light being given to all intersecting streets; and
2. Whether the traffic volume of the said intersections, between 11 p.m. and 6 a.m., is below the threshold mandated by the Province of Ontario to allow for red-flashing lights, that being, 200 vehicles per hour; and
3. What the level of pedestrian traffic is at the said intersections between 11 p.m. and 6 a.m.; and
4. What other considerations Council should examine in determining whether to implement such a pilot project; and
5. What accident levels have been at these intersections in the past 24 months.

8.2 2015 Budget

Mover : Councillor F. Fata

Seconder : Councillor M. Shoemaker

Whereas the 2015 City budget will be a very challenging one; and

Whereas 4.6% increase in property taxes is unacceptable; and

Whereas the City has many homeowners who are on low and fixed incomes; and

Whereas City Council is going to have to take responsibility and find ways to bring down the tax increase; and

Whereas every group must be prepared to tighten their belts and contribute to a reduced tax increase; and

Whereas prudent financial management has to be the responsibility of every group that receives funding from the taxpayers of Sault Ste. Marie;

Therefore be it resolved that staff compile a list of all external funded agencies with the corresponding grant each receives from the City and report back to Council at the March 23 Council meeting.

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 M. Shoemaker
 Seconder : Councillor L. Turco

Resolved that all By-laws under item 11 of the Agenda under date 2015 03 09 be approved.

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

A report from the Engineering and Planning Director is on the Agenda.

11.1.1 By-law 2015-44 (Appointments) Inspectors 314 - 315

Mover : Councillor M. Shoemaker
 Seconder : Councillor L. Turco

Resolved that By-law 2015-44 being a by-law to appoint Inspectors under the *Building Code Act, 1992* and Municipal Law Enforcement Officers under the *Police Services Act* be passed in open Council this 9th day of March, 2015.

11.1.2 By-law 2015-45 (Agreement) The Planning Partnership Limited 316 - 320

A report from the Planner is on the Agenda.

Mover : Councillor M. Shoemaker
 Seconder : Councillor L. Turco

Resolved that By-law 2015-45 being a by-law to authorize the execution of an agreement between the City and The Planning Partnership Limited to develop detailed plans for a proposed streetscape implementation strategy for the block of Queen Street between Dennis Street and Bruce Street and to develop a series of conceptual plans showing how a streetscape strategy can be implemented on the remaining blocks be passed in open Council this 9th day of March, 2015.

11.1.3 By-law 2015-46 (Agreement) Electrical Safety Authority 321 - 328

A report from the City Solicitor is on the Agenda.

Mover : Councillor M. Shoemaker
 Seconder : Councillor L. Turco

Resolved that By-law 2015-46 being a by-law to authorize the execution of an agreement between the City and the Electrical Safety Authority for the period from April 1, 2015 and ending March 31, 2016 be passed in open Council this 9th day of March, 2015.

11.1.4	By-law 2015-47 (Agreement) Engineering OCIF Fund Ministry of Agriculture, Food & Rural Affairs (Second Line Widening)	329 - 375
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A report from the Director of Engineering Services is on the Agenda.

Mover : Councillor M. Shoemaker

Seconder : Councillor L. Turco

Resolved that By-law 2015-47 being a by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Ontario Community Infrastructure Fund (Application-Based Component) be passed in open Council this 9th day of March, 2015.

11.1.5	By-law 2015-48 (Property Acquisition) Part of 304 Cathcart Street	376 - 377
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A report from the Design and Construction Engineer is on the Agenda.

Mover : Councillor M. Shoemaker

Seconder : Councillor L. Turco

Resolved that By-law 2015-48 being a by-law to authorize the City's purchase of a sliver of property located at the corner of Huron Street and Cathcart Street to improve the geometry of this intersection be passed in open Council this 9th day of March, 2015.

11.1.6	By-law 2015-49 (Agreement) PWT Minister of Transportation	378 - 382
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A report from the Deputy Commissioner of Public Works and Transportation is on the Agenda.

Mover : Councillor M. Shoemaker

Seconder : Councillor L. Turco

Resolved that By-law 2015-49 being a by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (Ministry) to allow the City to enter upon Ministry lands described as Lot 10, RCP H-745, designated as Part 1 on Plan 1R10310 for the purposes of constructing, monitoring and maintaining a ditch and berm be passed in open Council this 9th day of March, 2015.

11.1.7	By-law 2015-50 (Agreement) Physician Recruitment Funding	383 - 388
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Passed by Council Resolution on February 23, 2015.

Mover : Councillor M. Shoemaker

Seconder : Councillor L. Turco

Resolved that By-law 2015-50 being a by-law to authorize the execution of an 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 this 9th day of March, 2015.

11.1.8	By-law 2015-51 (Appointments) Commissioner of Finance and Treasurer	389 - 389
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A report from the Chief Administrative Officer is on the Agenda.

Mover : Councillor M. Shoemaker

Seconder : Councillor L. Turco

Resolved that By-law 2015-51 being a by-law to appoint Shelley Schell as Commissioner of Finance and Treasurer and to repeal By-law 94-124 be passed in open Council this 9th day of March, 2015.

11.1.9	By-law 2015-43 (Agreement) Engineering Letter of Engagement Master Consultant Services for Port of Algoma	390 - 395
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A report from the Commissioner of Engineering is on the Agenda.

Mover : Councillor M. Shoemaker

Seconder : Councillor L. Turco

Resolved that By-law 2015-43 being a by-law to authorize the execution of a Letter of Engagement with Master Consultant between the City and KPMG LLP and AECOM Canada Ltd. for the Port of Algoma be passed in open Council this 9th day of March, 2015.

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 J. Hupponen

Seconder : Councillor L. Turco

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, February 23, 2015
4:30 p.m.
Council Chambers

Present: Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor T. Sheehan, Councillor J. Hupponen, Councillor M. Shoemaker, Councillor L. Turco, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor R. Romano

Absent: Councillor S. Myers

Officials: J. Fratesi, N. Apostle, J. Dolcetti, B. Freiburger, N. Kenny, M. White, S. Hamilton Beach, F. Coccimiglio, V. McLeod, D. Elliott, C. Taddo, M. Figliola, T. Reid, J. Bruzas

Mayor Provenzano requested a moment of silence in memory of the late James L. McIntryre, Mayor of Sault Ste. Marie 1960 – 1964.

1. ADOPTION OF MINUTES

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the Minutes of the Regular Council Meeting of 2015 02 09 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 L. Turco – Budget Presentations

Spouse is employed by the Police Service.

3.2. Mayor C. Provenzano – Stormwater Management Master Plan and Guidelines

Property potentially affected by the Stormwater Management Master Plan and Guidelines.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the Agenda for 2015 02 23 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1. Rogers Hometown Hockey Community Festival Weekend

Virginia McLeod, Supervisor, Community Services – Recreation and Culture Division was in attendance.

5.2. 2017 Brier

Ian McMillan, Tourism SSM was in attendance.

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Whereas the Brier, Canada's National Men's Curling Championship provides a significant economic benefit to the host community; and

Whereas Sault Ste. Marie hosted the 1990 Brier which was a huge success, along with other major curling events, including the 2010 Scotties Tournament of Hearts; and

Whereas Sault Ste. Marie is the hometown of Team Jacobs, a club that took home a gold medal in curling at the 2014 Winter Olympics and also won the 2013 Brier and a number of other major bonspiels; and

Whereas the Soo Curlers Association, City of Sault Ste. Marie and Tourism Sault Ste. Marie are now exploring the possibility of bidding on the 2017 Brier; and

Whereas any future bid of the Brier would be significantly stronger with a large number of ticket deposits from area citizens and business;

Now Therefore Be It Resolved that City Council endorse the preliminary bid process into the 2017 Brier and encourage citizens to support the process by placing a refundable deposit on tickets for the event.

Carried

5.3. Physician Recruitment and Retention Committee

Christine Pagnucco, Manager – Sault Ste. Marie Physician Recruitment and Retention was in attendance concerning item 7.8.1.

5.4. Budget Presentations

Councillor L. Turco declared a conflict on this item. (Spouse is employed by the Police Service.)

Chief R. Keetch, Chief, Sault Ste. Marie Police Service was in attendance.

5.5. Transportation Master Plan

Elizabeth Szymanski, Senior Project Manager – HDR Consulting was in attendance concerning agenda item 7.3.1.

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that all the items listed under date 2015 02 23 – Part One – Consent Agenda be approved as recommended.

Carried

6.1. Staff Travel

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that the report of the Chief Administrative Officer dated 2013 02 23 concerning Staff Travel be approved as requested.

Carried

6.2. Tender for Cisco UCS Mini Server System & Nimble SAN Storage System (2015IA01T)

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2015 02 23 be received and the recommendation that the tender submitted by CDW to supply, deliver and install a Cisco UCS

Mini Server System and Nimble SAN Storage System, as required by the Information Technology Division, at their low tendered price of \$74,682.28 plus H.S.T., be approved.

Carried

6.3. Outstanding Resolutions

The list of outstanding resolutions complete with expected reporting dates was received by Council.

6.4. Pump Track at Esposito Park

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the report of the Commissioner of Community Services dated 2015 02 23 concerning the update to the Pump Track at Esposito Park be received as information.

Carried

6.5. Donation Policy – City Parks and Recreation

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the report of the Commissioner of Community Services dated 2013 02 23 concerning Donation Policy – City Parks and Recreation be received and the recommendation to implement the policy be approved.

Carried

6.6. Municipal Environmental Initiatives Committee – Operating Increase Request

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that the report of the Environmental Initiatives Co-ordinator dated 2015 02 23 concerning Municipal Environmental Initiatives Committee Operating Increase Request be received and that the request be referred to the 2015 budget for consideration.

Carried

6.7. Stormwater Management Master Plan and Guidelines

Mayor C. Provenzano declared a conflict on this item. (Property potentially affected by the Stormwater Management Master Plan and Guidelines.)

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that the report of the Land Development and Environmental Engineer dated 2015 02 23 concerning Stormwater Management Master Plan and Guidelines be received as information, and the recommendation that the Stormwater Management Guidelines be implemented be approved.

Carried

6.8. Yellow Fish Road and Urban Stormwater Control and Management

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

The relevant By-law 2015-40 is listed under item 11 of the Minutes.

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that the report of the Environmental Initiatives Co-ordinator dated 2015 02 23 concerning Yellow Fish Road and Urban Stormwater Control and Monitoring be received and that the following recommendations be approved:

- Allocate up to \$5,000 from the Green Committee Reserve to be utilized to cover costs associated with the implementation of the Yellow Fish Road Program in 2015;
- Authorize the amendment to the Great Lakes Sustainability Fund Agreement for “Urban Stormwater Control and Monitoring”; and
- Allocate remaining funding to in-kind staff costs for both projects where feasible.

Carried

6.9. Renewal of City's Insurance Program – Jardine Lloyd Thompson Canada Inc.

The report of the City Solicitor was received by Council.

The relevant By-law 2015-33 is listed under item 11 of the Minutes.

6.10. Pointe Des Chenes – Lions Club Operating Agreement

The report of the Deputy Commissioner of Public Works and Transportation was received by Council.

The relevant By-law 2015-39 is listed under item 11 of the Minutes.

6.11. Parking Prohibition – Doncaster Road

The report from the Deputy Commissioner of Public Works and Transportation was received by Council.

The relevant By-law 2015-42 is listed under item 11 of the Minutes.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1. ADMINISTRATION

7.1.1 Asset Management Plan

The report of the Commissioner of Finance and Treasurer was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 02 23 be received and the recommendation that the Asset Management Plan as attached be approved; and

Further that the 2015 budget recommendations of allocating \$1,167,630 of retired debt charges and \$693,000 of the expired hospital levy be allocated to a building asset management plan in 2015 be referred to the 2015 Budget deliberations.

Carried

7.2. COMMUNITY SERVICES DEPARTMENT

7.3. ENGINEERING

7.3.1 Transportation Master Plan – Notice of Completion

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Engineering Services dated 2015 02 23 concerning the Transportation Master Plan – Notice of Completion be received, and that the notice be published for the requisite 30 day public comment period in order to finalize the document.

Carried

7.4. FIRE

7.5. LEGAL

7.6. PLANNING

7.7. PUBLIC WORKS AND TRANSPORTATION

7.8. BOARDS AND COMMITTEES

7.8.1 Physician Recruitment and Retention

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that the report of the Sault Ste. Marie Physician Recruitment and Retention Office dated February 2015 concerning the Sault Ste. Marie Physician Recruitment and Retention Activity Report and Proposed 2015/2016 Budget request to the City in the amount of \$100,000 for the period of April 1, 2015 to March 31, 2016 to be funded from the Hospital Reserve Fund be approved.

Carried

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

8.1. Status of City Reserves

Moved by: Councillor S. Butland

Seconded by: Councillor P. Christian

Resolved that the Finance Department prepare a report on the status of City reserves as of March 1, 2015. This report would be for the awareness, information and consideration of Council in preparation for the budget process. It is requested that the following outline be followed where practicable:

1. the reserves be separated into discretionary, non-discretionary and trust funds;
2. the present balance in each reserve;
3. the primary purpose of each reserve where not obvious;
4. the short or long term plan to access these reserves.

Carried

8.2. Communication Tower Location Policies

Moved by: Councillor P. Christian

Seconded by: Councillor S. Butland

Whereas many cities in Ontario have adopted Communication Tower location policies for their communities; and

Whereas Sault Ste. Marie does not currently have such a policy; and

Whereas such a policy is needed to establish and articulate clear objectives for the location of communications towers in Sault Ste. Marie; and

Whereas there are currently 14 communications towers in Sault Ste. Marie with additional towers likely to be placed in the future; and

Whereas Industry Canada requires a Letter of Concurrence from the municipality as part of their approval process;

Now Therefore Be It Resolved that City Council ask the Planning Advisory Committee to prepare a draft Communication Tower location policy for Council's consideration.

Carried

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date 2015 02 23 save and except 2015-39 be approved.

Carried

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

11.1.1 By-law 2015-33 (Agreement) Jardine Lloyd Thompson Canada Inc.

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that By-law 2015-33 being a by-law to authorize the execution of an Agreement between the City and Jardine Lloyd Thompson Canada Inc. for the renewal of the City's insurance program for a period of three (3) years commencing February 28, 2015 to February 28, 2018 be passed in open Council this 23rd day of February, 2015.

Carried

11.1.3 By-law 2015-40 (Agreement) Environment Canada

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that By-law 2015-40 being a by-law to authorize the execution of an Amendment to the contribution agreement between the City and Environment Canada to amend the existing Great Lakes Sustainability Fund contribution agreement for "Urban Stormwater Control and Monitoring" be passed in open Council this 23rd day of February, 2015.

Carried

11.1.4 By-law 2015-41 (Parking) Municipal Law Enforcement Officers

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that By-law 2015-41 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 23rd day of February, 2015.

Carried

11.1.5 By-law 2015-42 (Traffic) Amend Schedules A & D to By-law 77-200

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that By-law 2015-42 being a by-law to amend Schedules "A and D" of Traffic By-law 77-200 be passed in open Council this 23rd day of February, 2015.

Carried

(11.1.2)By-law 2015-39 (Agreement) Lions Club Pointe Des Chenes

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that By-law 2015-39 being a by-law to authorize the execution of an agreement between the City and The Lions Club of Sault Ste. Marie, Ontario for the operation and maintenance of Pointe Des Chenes campground for a period of five (5) years be passed in open Council this 23rd day of February, 2015.

Carried

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

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

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

13. CLOSED SESSION

14. ADJOURNMENT

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



Sault Ste. Marie Public Library

"One stop....endless possibilities"



Spring Expo



Pumpkin Weigh-in



Family Literacy Day with the Greyhounds



March Break Program



Culture Days

SAULT STE. MARIE PUBLIC Library Board

Current Composition

The Sault Ste. Marie Public Library Board is currently composed of 11 members.

Current Board Projects

- The Board Café is a three year project conceived by the Sault Ste. Marie Public Library Board to develop our own Board by engaging our members and Director with meaningful conversation to continue to nurture and grow our effectiveness as a governance body and community development leader. The Board Café consists of a series of 3 workshops over a period of 7 months. Following the conclusion of our own Library focussed Board Café the intent is to expand to other non-profit Boards and community leaders and shift the focus to their needs.
- Each workshop will consist of information components and tools to provide the context for focussed and meaningful conversations to explore the full range of governance responsibilities, build governance and leadership knowledge and skills, as well as address issues of common concern
- The Board successfully applied for a Provincial Grant of \$10,000 to develop the Board Café and have engaged Margaret Andrewes and Randee Loucks, well-known Canadian Board development consultants and Library leaders to lead our members in the creation and implementation of this Board Café.
- The Board is currently in the process of searching for a new Library Director and will soon take on the task of developing a new Strategic Plan. Input from residents will lead and guide the Library in meeting the changing needs of our community.

MISSION STATEMENT

The Sault Ste. Marie Public Library Board has adopted the following Mission Statement for the Library:

“The Sault Ste. Marie Public Library is a comfortable and welcoming environment, where young readers are created and people of all ages can stimulate their imagination, satisfy their curiosity, connect to the on-line world, and gather in appealing physical and virtual spaces.”



Family Literacy Day

VALUE STATEMENTS

The Sault Ste. Marie Public Library Board has determined the Library's values to be:

- Excellent customer service
- Open and free access for all
- Intellectual freedom and personal privacy
- Collaboration with local agencies, organizations and elected officials
- Acting with initiative, creativity and flexibility
- Effective and efficient stewardship of Library resources
- Effective communication
- Continual improvement and planning for the future

NEW SERVICE DELIVERY METHODS

Rapid Change – Format and Methods of Service Delivery

- The community wants to have Library materials in not only print but also electronically.
- Large print books, downloadable audio and eBooks, on-line databases, e-magazines as well as hardcopy magazines and newspapers are now all in high demand
- The Library is challenged to maintain an up to date collection in ever increasing variety of formats that the public is demanding.



The Hunger Games Catching Fire Teen Program

SUPPORT FOR THE COMMUNITY

The Sault Ste. Marie Public Library is financially supported by the taxpayers of Sault Ste. Marie to provide Library services to the residents of Sault Ste. Marie. The current Library budget makes up 3 percent of the municipal tax levy and 1.6 percent of the total city budget.

Surrounding townships and municipalities may contract with the Sault Ste. Marie Public Library for Library services. Residents of those communities may then use the Sault Ste. Marie Public Library free of charge. The following townships and municipalities have contracted for Library services:

Aweres

Goulais and District

Laird Township

MacDonald, Meredith & Aberdeen Township

Searchmont

Tarbutt & Tarbutt Additional

PROGRAMS IN THE COMMUNITY

The Sault Ste. Marie Public Library also assists children and families in this municipality by bringing our educational programs out into the community. These include:

- Community Corner Family Storytimes
- Station Mall Storytime
- Spring Expo
- Passport to Unity
- Festival of Trees
- Searchmont North Pole Express



North Pole Express

Library FACILITIES, COLLECTIONS AND SERVICES

The Sault Ste. Marie Public Library Board operates three physical facilities and one virtual Library through our website.

Library Branch	Location	Weekly Hours of Operation Winter	Weekly Hours of Operation Summer
Centennial	50 East Street	68	55
Churchill	301 Lake Street	40	33
Korah	556 Goulais Avenue	43	33
Virtual	www.ssmpl.ca	24/7	24/7

The Sault Ste. Marie Public Library has over 388,000 items in its collections.

A volunteer courier service delivers items from one Library branch to another three times a week giving the patrons access to these items regardless of which branch they visit.

Electronic Databases

Our community has benefitted through a 2012 provincial initiative dedicated to reduce costs of electronic resources for libraries.

Currently our Library offers 29 electronic databases, access to downloadable audio books and eBooks remotely and in-person at any branch.

SERVICES FOR ADULTS AND SENIORS

- Book Clubs
- Gardening
- Seniors Keep Driving
- Winter Driving Tips for Seniors
- Free Computer Classes
- Financial Literacy
- Civic Literacy



Centennial Tea

In total 1,467 adults and seniors attended 271 programs the library offered in 2014

Young Adult Services

The Library has developed designated areas for Teens in the Centennial and Korah Branch Libraries.



Teen Cosmo Night

These areas include materials designated of interest to young adults as well as games, computer workstations a Smart Table and comfortable areas to “hang out”.

Numerous teen programs have been developed with the help of the teens themselves. The Library is also an active partner in a variety of youth initiatives within the city.

Children's Services

Baby Picasso

Babytme

Toddler Time

Preschool Storytime

Getting Set for School

Family Storytime

Sandman Storytime

Station Mall Storytime

Drop-in Storytime

Saturday Morning Story and Craft Hour



Preschool Storytime

Branch Services

All of our Library services are administered and managed centrally through the Centennial Library however Branch staff handle the day to day operations at each branch under the direction of the Public Services Librarian. In designing the services and programs delivered through the branches; space, staffing and hours of operation along with the needs of the users who are most likely to utilize the branch are taken into account. As such the collections and programming services vary.

Sault Ste. Marie Fire Services



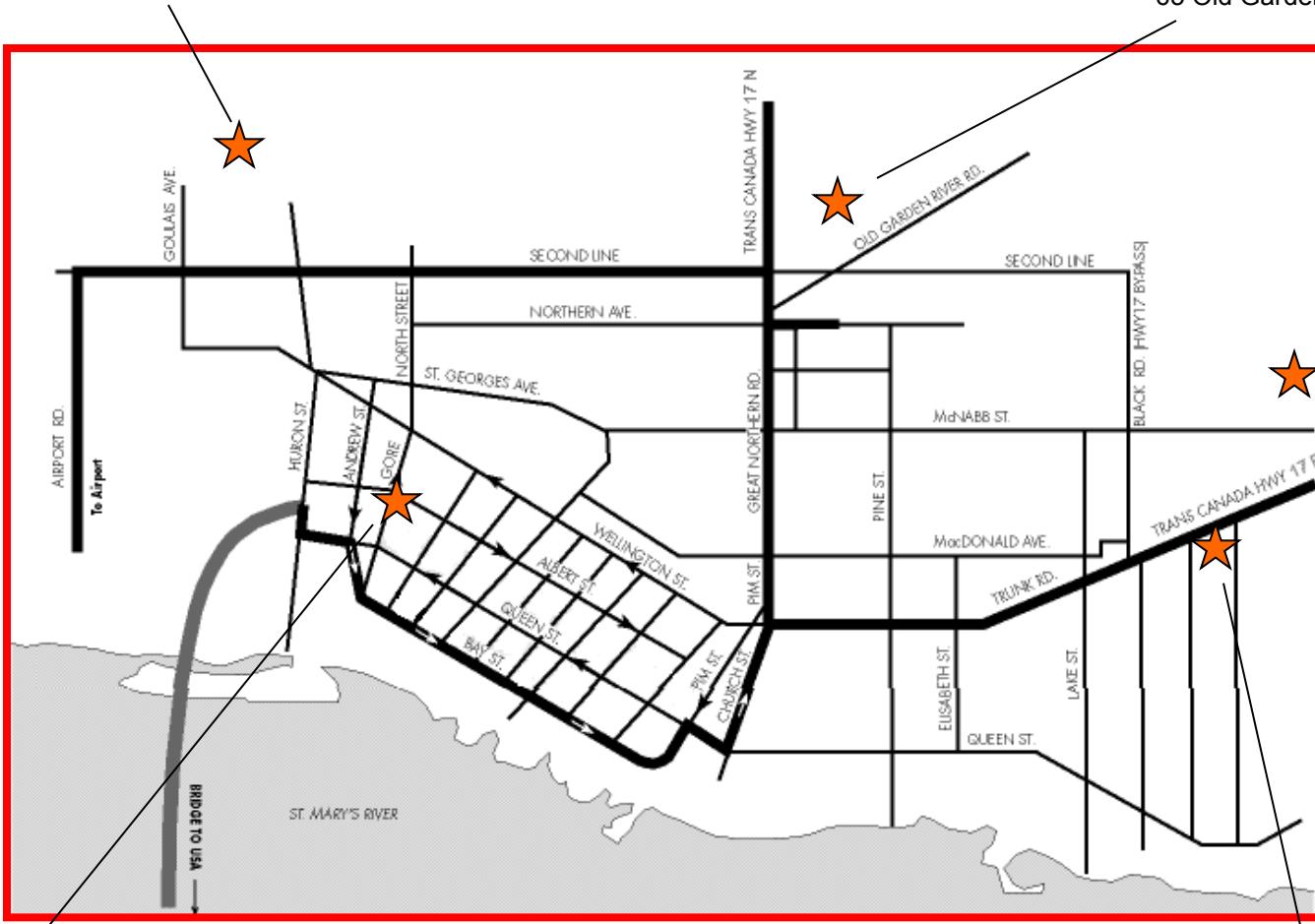
**Committed to the protection of Life, Property
and the Environment within our community
in a responsible and caring manner.**



Fire Stations

#2 STATION

363 Second Line West



#1 STATION

72 TANCRED ST.

#3 STATION

100 Bennett Blvd.

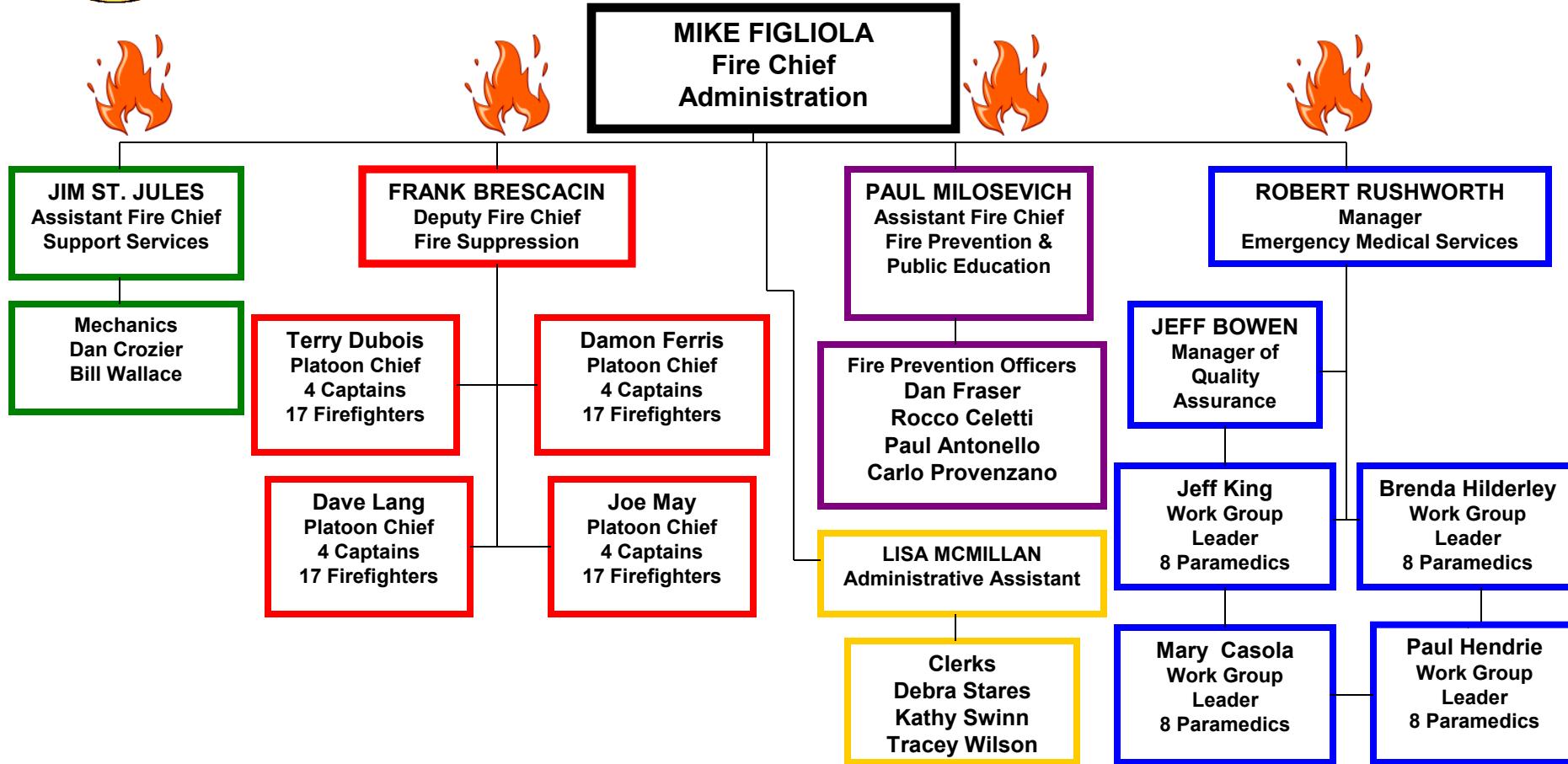
Regional Emergency Services Complex (RESC) #4 STATION

65 Old Garden River Road

GARDEN RIVER EMS Station
15 Shingwauk St
Garden River First Nation



Sault Ste. Marie Fire Services



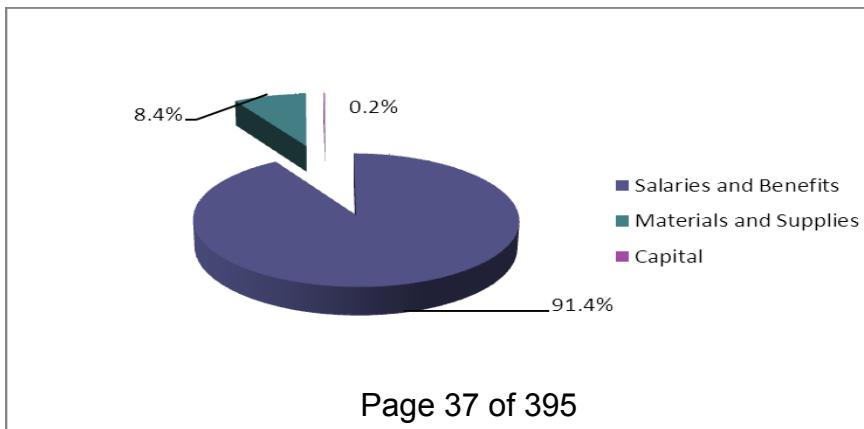
Fire Personnel = 103 Full Time

EMS Personnel = 34 Full Time
10 Part Time

FIRE SERVICES

2015 Budget

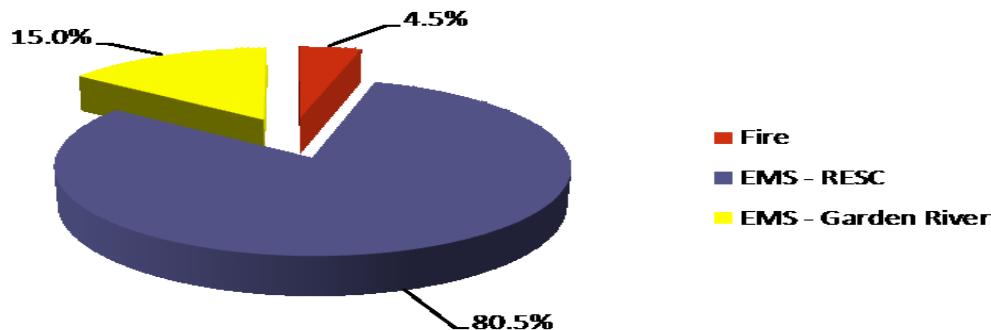
2015 Proposed Budget	Fire	EMS RESC	EMS Garden River	Total	%
Salaries and Benefits	\$12,254,370.00	\$3,471,080	\$582,295	\$16,307,745	91.4%
Materials and Supplies	\$947,123	\$449,200	\$185,300	\$1,581,623	8.4%
Capital Expense	\$27,675.00	\$0	\$1,200	\$28,875	0.2%
Total	\$13,229,168	\$3,920,280	\$768,795	\$17,878,550	100%
Percentage	73.8%	21.6%	4.0%		



FIRE SERVICES

2015 Revenue Budget

2015	Fire	EMS RESC	EMS Garden River	Total
Approved Revenue Budget	\$218,500	DSSAB Recovery \$3,920,280	DSSAB Recovery \$768,795	4,907,575
Percentage	4.5%	80.5%	15.0%	100%



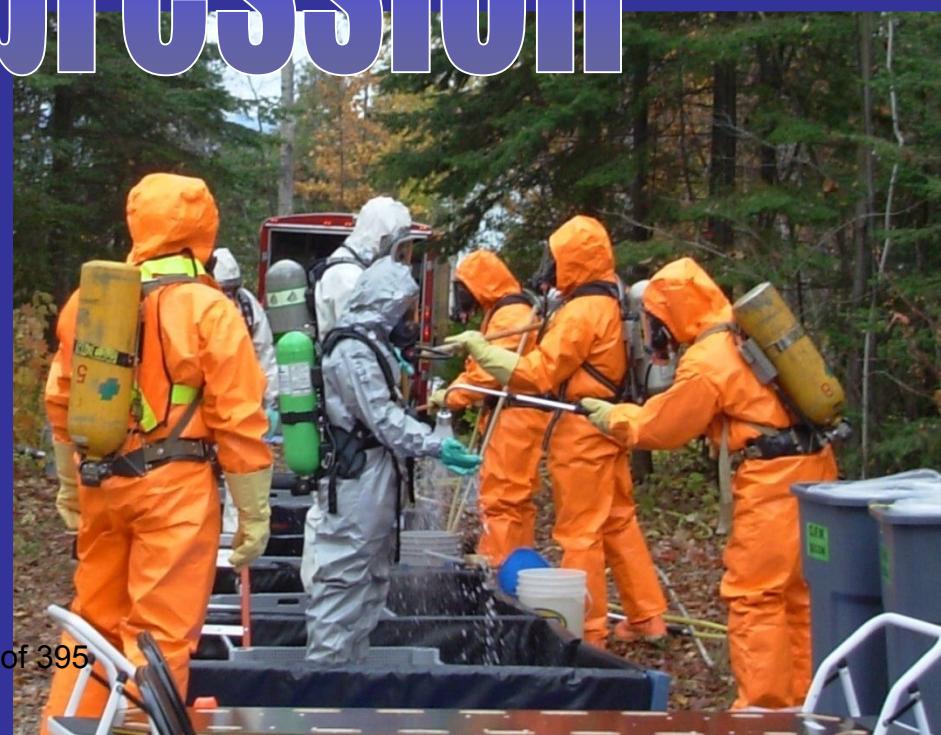
Fire Services

REVENUE

- **Ministry of Health and Long Term Care funds**
 - 50% SSM EMS Operations**
 - 100% Garden River EMS Operations**
- **Regional Emergency Services Complex-Tenants**
- **EMS and Police Vehicle Maintenance**
- **Alarm Monitoring**
- **Fire Inspection Services**
- **Fire Protection Agreement**
- **Dispatching Services**
- **Open Air Burning Permits**



Fire Suppression



Emergency Medical Services



Regional Emergency Services Complex



CALLS FOR SERVICE

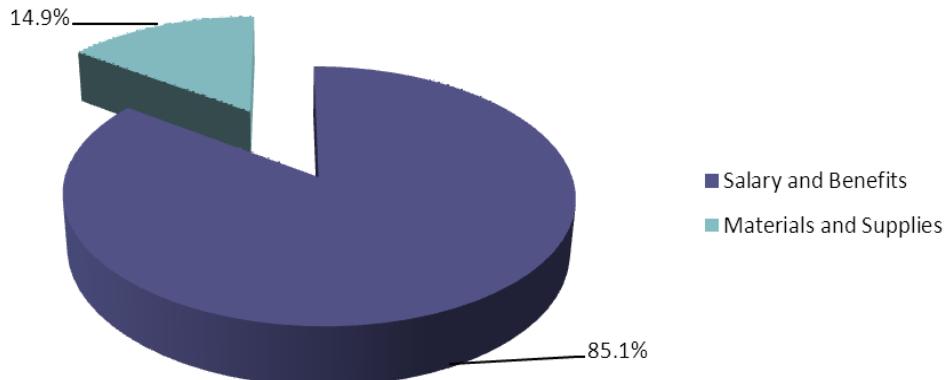
- **Total Calls** 14,500
- **Emergency Medical Services** 12,000
- **Fire Services** 2,500
(1,000 are tiered EMS)

- **WHAT DO WE REALLY DO?**
- **WHAT IS OUR CORE FUNCTION?**

COMMUNITY EMERGENCY MANAGEMENT

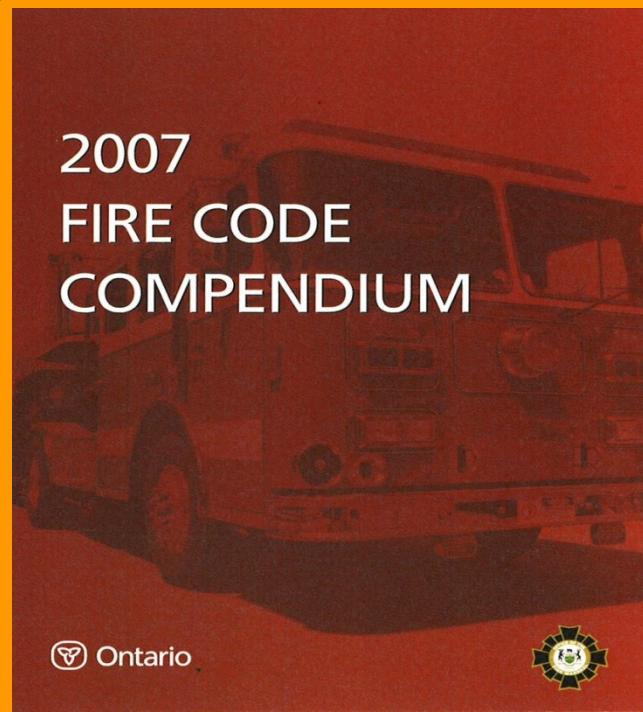
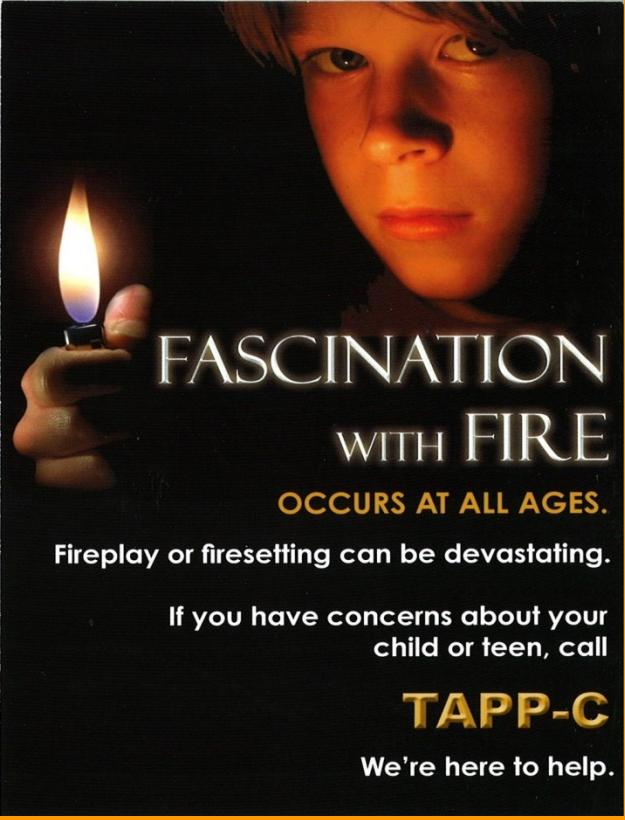
2015 Budget (*proposed*)

2015 Proposed Budget	CEMC	%
Salaries and Benefits	\$87,560	85.1%
Materials and Supplies	\$15,335	14.9%
Capital Expense	\$0	0%
Total	\$102,770	100%



Responsibilities

- Preplanning; emergency response plans, policies and strategies
- Public Education programs for schools, seniors, multi-unit dwellings, newcomers and general public
- Training for all stakeholders involved in large scale emergency response
- Designing and implementing functional exercises
- Meeting annual legislative requirements





Support Services



CHALLENGES

- Increasing costs (91% salaries)
- Culture “Why Change” , Clash of Fire-EMS
- Deploying Resources For What Our Customers Need
- How Do We Measure Performance?
- Increasing EMS Calls (83%); Decreasing Fire Calls (17%)
- Lack of Long Term Plan
- What, Why, How, When, Where - Mandate

OPPORTUNITIES

- Full Integration of Fire and EMS to Take Advantage of Synergies For a More Effective and Efficient Strategic Deployment
- Comprehensive Business Plan, as the best way to predict the future is to plan it!
- In the End, the Goal is to Identify and Manage the Risk
- Those Who Survive are not the Strongest, But the Most Adaptable

Joseph M. Fratesi, B.A., J.D. (LL.B.)
Chief Administrative Officer



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P.O. Box 580, Civic Centre
Sault Ste. Marie, Ontario
Canada P6A 5N1
(705) 759-5347
(705) 759-5952 (Fax)
E-Mail:
j.fratesi@cityssm.on.ca
b.berlingieri@cityssm.on.ca

2015 03 09

Mayor Christian Provenzano and
Members of City Council

RE: STAFF TRAVEL REQUESTS

Dear Council:

The following staff travel requests are presented to you for approval:

1. **Mike Nadeau – Social Services Department**
Expert Panel on Homelessness Meeting
March 16, 2015
Toronto, ON
Estimated total cost to the City - \$ 611.21
Estimated net cost to the City - \$ 0.00
2. **Dan Ballstadt – Public Works & Transportation – Parks Division**
Ontario Weed Inspectors Conference & Training
April 8 – 10, 2015
Guelph, ON
Estimated total cost to the City - \$ 799.34
Estimated net cost to the City - \$ 799.34
3. **Michelle Kelly – Engineering & Planning – Planning Division**
2015 OACA Conference & Technical Sessions
May 31 – June 3, 2015
Kingston, ON
Estimated total cost to the City - \$ 1,611.00
Estimated net cost to the City - \$ 1,611.00
4. **Nuala Kenny – Legal Department**
Human Rights & Accommodation Conference
March 31 – April 1, 2015
Toronto, ON
Estimated total cost to the City - \$ 2,244.00
Estimated net cost to the City - \$ 2,244.00

5. **Don Scott – Public Works & Transportation – Transit Division**
Ontario Transportation Expo
April 13 – 15, 2015
Toronto, ON
Estimated total cost to the City - \$ 1,567.27
Estimated net cost to the City - \$ 1,567.27

6. **Brad Miller – Public Works & Transportation – Transit Division**
Ontario Transportation Expo
April 13 – 15, 2015
Toronto, ON
Estimated total cost to the City - \$ 1,567.27
Estimated net cost to the City - \$ 1,567.27

7. **Bob Camirand – Public Works & Transportation – Transit Division**
Ontario Transportation Expo
April 13 – 15, 2015
Toronto, ON
Estimated total cost to the City - \$ 1,539.02
Estimated net cost to the City - \$ 1,539.02

Yours truly,



JMF: bb

Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

2015 03 09

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Joseph M. Fratesi, CAO
DEPARTMENT: Chief Administrative Officer
RE: Appointment of Commissioner of Finance and Treasurer

PURPOSE

The purpose of this report is to provide to City Council a recommendation for the appointment of Shelley Schell as the City's Commissioner of Finance and Treasurer, effective May 8, 2015 and to approve the appointment Bylaw which appears elsewhere on the agenda.

BACKGROUND

Council was advised at its February 9, 2015 meeting that Commissioner of Finance and Treasurer, Bill Freiburger, had provided to me his Notice of Intention to Retire, effective May 8, 2015. In accordance with the City's Guidelines for the Recruitment and Selection of Senior Staff, Council authorized that the vacancy created by this retirement be filled by way of an internal selection process. This included the creation of a Selection Committee comprised of myself, Peter Niro, Commissioner of Human Resources and Mayor Christian Provenzano, with Bill Freiburger acting as resource to the Committee, as necessary.

The position was posted internally and professionally designated internal candidates were personally invited to apply. Interviews were conducted and TAIS psychological testing was performed. The Selection Committee unanimously agreed that this position should be offered to Shelley Schell, currently the City's Manager of Finance and Budgets. Ms. Schell has been in our Finance Department for approximately 11 years, having first been hired as the Manager of Finance and Audits in April 2004. Ms. Schell is a graduate of Algoma University with a degree in Accounting. She received her designation as a CA in 1992 and more recently as a CPA.

Shelley has been responsible for the presentation of the City's budget for the last several years and has regularly shown to City Council, City staff and the public, her keen understanding and comfort with all facets of the City's financial matters.

Appointment of Commissioner of Finance and Treasurer
2015 03 09
Page 2.

In accordance with the City's Guidelines, the hire of the new Commissioner of Finance and Treasurer is by way of appointment Bylaw which has been prepared and which appears elsewhere on this agenda.

ANALYSIS

It is important that the senior management of all City departments consist of capable and experienced individuals. The City is indeed very fortunate to have such individuals in all departments, including our Finance Department. It is imperative that we secure the best combination of qualifications, knowledge and experience to ensure stability and confidence in our financial operations and oversight of our total organization. The appointment by Council of Shelley Schell as the new Commissioner of Finance and Treasurer, effective May 8, 2015, will ensure the continued delivery of these quality services, as well as provide for the orderly transition of responsibility in the Finance Department. This timeframe will also allow us to complete the process of reviewing the current organization within the Finance Department and to fill the vacancy which will be created as a result of Ms. Schell's promotion.

IMPACT

The Commissioner of Finance and Treasurer position is required under the Municipal Act of Ontario. There is little doubt about the importance of this position to every department throughout our organization. It is imperative that this position be filled with the best possible candidate in a timely manner. The Selection Committee's unanimous recommendation with respect to replacing Bill Freiburger is therefore brought to Council as a means of continuing to serve our City well into the future.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

In accordance with the City's Policy and Guidelines for the Recruitment and Selection of Senior Staff, it is recommended that Council authorizes the appointment of Shelley Schell as the City's Commissioner of Finance and Treasurer, effective May 8, 2015 and that the Bylaw giving effect to this appointment be approved.

Respectfully submitted,



Joseph M. Fratesi, CAO



COUNCIL REPORT

March 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: William Freiburger, Commissioner of Finance and Treasurer
DEPARTMENT: Finance Department
RE: Finance Committee Meeting – 2015 03 03

PURPOSE

The purpose of this report is to recommend changes to the Finance Committee Terms of Reference.

BACKGROUND

A Finance Committee meeting was held on 2015 03 03 to review the attached Finance Committee Terms of Reference as approved on 2004 01 26.

ANALYSIS

The Terms of Reference were discussed with the goal of creating an active role for the Finance Committee in the budget process.

The Finance Committee passed the following resolution and is requesting City Council amend the Terms of Reference as per the attached minutes.

Moved By: Councillor R. Romano
Seconded By: Councillor M. Bruni

Resolved that the Finance Committee Terms of Reference dated 2004 01 26 be amended to authorize the Finance Committee to review and prioritize supplementary items referred to the budget by City Council; and

Further Be It Resolved that the Finance Committee recommend a prioritized supplementary items list to City Council prior to budget deliberations.

CARRIED

2015 03 09

Page 2.

IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 03 09 concerning the Finance Committee Terms of Reference be approved; and

Further Be It Resolved that the Finance Committee Terms of Reference dated 2004 01 26 be amended to authorize the Finance Committee to review and prioritize supplementary items referred to the budget by City Council; and

Further Be It Resolved that the Finance Committee recommend a prioritized supplementary items list to City Council prior to budget deliberations be approved.

Respectfully submitted,



W. Freiburger, CPA, CMA
Commissioner of Finance & Treasurer

WF/kl

attachments



Minutes

Finance Committee

2015 03 03

Thompson Room, Civic Centre

Present: Mayor C. Provenzano
Councillor M. Shoemaker, Chair
Councillor M. Bruni
Councillor F. Fata
Councillor R. Romano

W. Freiburger
S. Schell
J. Bruzas

Absent: Councillor S. Myers
J. Fratesi

1. Accept minutes of the Finance Committee dated 2015 02 05.

Moved By: Councillor M. Bruni
Seconded By: Councillor R. Romano

Resolved that the Finance Committee Minutes dated 2015 02 05 be approved.
CARRIED

2. At the request of the Finance Committee Chair, the Finance Committee Terms of Reference as approved on 2004 01 26 were reviewed.

The Terms of Reference were discussed with the goal of creating an active role for the Finance Committee in the budget process.

It was determined that the Finance Committee Terms of Reference dated 2004 01 26 be amended to authorize the Finance Committee to review and prioritize supplementary items referred to the budget by City Council. The Finance Committee would then recommend a prioritized supplementary items list to City Council prior to budget deliberations.

Minutes of Finance Committee Meeting – 2015 03 03

Moved By: Councillor R. Romano
Seconded By: Councillor M. Bruni

Resolved that the Finance Committee Terms of Reference dated 2004 01 26 be amended to authorize the Finance Committee to review and prioritize supplementary items referred to the budget by City Council; and

Further Be It Resolved that the Finance Committee recommend a prioritized supplementary items list to City Council prior to budget deliberations.
CARRIED

3. No other City Business.

4. Adjournment

Moved By: Councillor M. Bruni
Seconded By: Councillor F. Fata

Resolved that the Finance Committee meeting of 2015 03 03 be adjourned.
CARRIED

Councillor M. Shoemaker
Chair



CITY COUNCIL RESOLUTION

Date: January 26, 2004

Agenda Item

5(k)

MOVED BY
SECONDED BY

Councillor
Councillor

S. Butland
J. Collins

Resolved that the report of the Commissioner of Finance and Treasurer dated 2004 01 26 concerning Terms of Reference for the Finance Committee be approved.

CARRIED
 REFERRED

DEFEATED
 OFFICIALLY READ NOT DEALT WITH

AMENDED

DEFERRED

SIGNATURE

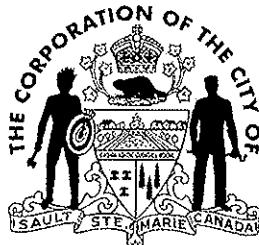
- C.A.O.
- City Solicitor
- Comm. Finance/Treasurer
- Comm. Eng. & Planning
- Comm. Human Resources

- Comm. Community Services
- Comm. P.W. & Transportation
- City Clerk
- Fire Chief
- Police Chief

- Mayor
- Dir. Libraries
- E.D.C.
- Cons. Authority
-

5(K)

WILLIAM FREIBURGER, CMA
Commissioner of Finance and Treasurer
Finance Department



January 26, 2004

Mayor John Rowswell
and Members of City Council

RE: FINANCE COMMITTEE TERMS OF REFERENCE

This report will present the Terms of Reference for the Finance Committee.

Finance Committee Terms of Reference

Committee Composition

The Finance Committee shall be comprised of 3 members of Council and 3 Senior Finance Staff. A representative of the City's external auditor will be invited to attend the initial meetings of the committee and as needed in the longer term.

The Committee Chair is Councillor B. Haynes along with Councillor J. Caicco and Councillor J. Collins.

Meetings

The Finance Committee shall meet on a regular basis at the call of the Committee Chair at least 4 times a year on the first Thursday of the month in February, April, June and October. Additional meetings may be authorized by the Chair at the request of any member of the Committee, at the request of the City's auditors, or at the request of any member of Council.

Role and Mandate

- The Finance Committee will review and advise City Council on matters relating to financial reporting and assurance that an effective control and governance framework is in place.

. . . 2/

Functions of the Finance Committee**1. Audit Planning and Preparation**

- Review with the auditors the scope of the current year's audit, including areas where the auditors have identified a risk of potential error in the financial condition and/or results of operation
- Assess whether appropriate assistance is being provided to the auditors by the organization's staff
- Review control weaknesses detected in the prior year's audit, and determine if all practical steps have been taken to overcome them
- Approve the auditor's engagement letter, including audit fees and expenses

2. Information and Control Systems

- Enquire about changes in the financial systems and control systems during the year
- Enquire into the condition of the records and the adequacy of resources committed to accounting and control
- Enquire into major financial risks found by the organization and the appropriateness of related controls to minimize their potential impact

3. Annual Financial Statements

- Receive and review the unaudited and audited financial statements of the Corporation whether interim or year-end and report to Council prior to the Council's approval thereof
- Review audited financial statements, in conjunction with the report of the external auditor, and obtain an explanation from management of all significant variances between comparative reporting periods
- Recommend approval of the financial statements to Council
- Enquire about changes in professional standards or regulatory requirements

4. Audit Results

- Review the auditor's proposed report on the financial statements
- Review the auditor's management letter documenting weaknesses in internal control systems and commenting on other matters
- Meet privately with the auditors to ascertain whether there are concerns that should be brought to the committee's attention

5. Auditor's Appointment

- Meet privately with senior management to ensure that management has no concerns about the conduct of the audit
- Enquire as to the experience and capabilities of the individuals being proposed to conduct the audit and their objectivity and independence
- Recommend to Council the auditors to be appointed and the term of the appointment

6. Duty to Report

- Prepare a report to Council describing the Finance Committee's activities during the past reporting period
- Prepare a report to Council discussing actions it has taken and the assistance the committee has had in fulfilling its duties

Additional Responsibilities Beyond the Scope of Audit

- Monitor the City's current financial performance
- Review and receive variance reports and recommend approval to Council
- Review the timetable and guidelines for the preparation of the following year's operating budget
- Establish priorities for capital projects for the following year's budget
- Review internal controls and internal audit issues
- Review treasury functions including investments and debts

Recommendation

Council approve the Terms of Reference for the Finance Committee.

Respectfully submitted,



W. Freiburger, CMA
Commissioner of
Finance and Treasurer

WF/kl



COUNCIL REPORT

March 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Tim Gowans, Manager of Purchasing
DEPARTMENT: Finance Department
RE: Tender for Microsoft Enterprise Licensing Agreement

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Microsoft Enterprise Software Licensing, required by the City's Information Technology Division, in order for the City to be legally license compliant with Microsoft. This licensing will cover a three (3) year period commencing April 1, 2015.

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 February 25, 2015 with Councillor Lou Turco representing City Council.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with Mr. Frank Coccimiglio, Manager of Information Technology, and the low tendered price, meeting specifications, has been indicated on the attached summary.

IMPACT

Funding for this Software Licensing is provided within the PC Software Support Budget.

STRATEGIC PLAN

Microsoft Enterprise Software Licensing is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2015 03 09 be received and the recommendation that the tender submitted by CDW Canada for three (3) years of Microsoft Enterprise Licensing to be invoiced yearly in the amount of \$144,018.00 plus H.S.T., subject to adjustment for the number of licenses required, for a total tendered amount of \$432,054.00 plus H.S.T., be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

Recommended for approval,



W. Freiburger, CPA, CMA
Commissioner of Finance & Treasurer

TG:nt

**FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$162,500.00**

Received: February 25, 2015
File: 2015IA02T

**SUMMARY OF TENDERS
MICROSOFT ENTERPRISE LICENSING AGREEMENT**

<u>Firm</u>	<u>Components</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total Tendered Price</u>	<u>Remarks</u>
		<u>Commencing</u> <u>Apr. 1/15</u>	<u>Commencing</u> <u>Apr. 1/16</u>	<u>Commencing</u> <u>Apr. 1/17</u>	<u>(H.S.T. extra)</u>	
CDW Canada Etobicoke, ON	Enterprise & Additional Product Licensing (600 Licenses)	\$144,018.00	\$144,018.00	\$144,018.00	\$432,054.00	Meets specifications

Note: The low tendered price, meeting specifications, is boxed above.

Although only one tender was received, it is deemed to be fair and equitable.

The total cost to the City will be \$146,552.72 annually, including the non-refundable portion of the H.S.T.; subject to increases to the number of licenses required.
It is my recommendation that the tendered price submitted by CDW Canada, be accepted.

Tim Gowans
Manager of Purchasing



COUNCIL REPORT

March 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Joseph J. Cain, Manager Recreation & Culture
DEPARTMENT: Community Services Department
RE: Cultural Financial Assistance Grants

PURPOSE

This report provides recommendations to City Council from the Cultural Advisory Board for the distribution of the Cultural Financial Assistance Grants for 2015.

BACKGROUND

Each year City Council allots \$53,900 for financial assistance grants to the cultural community. The Cultural Advisory Board on behalf of City Council evaluates the applications against the criteria in the City's Cultural Financial Assistance Policy and makes recommendations to City Council for the distribution of the grant funds.

ANALYSIS

There were eight (8) applications submitted with requests totalling \$68,799.16; down from thirteen (13) applications and requests of \$87,605 in 2014. The members of the Cultural Advisory Board met on Wednesday, February 4, 2015 and reviewed the 2015 applications for the Cultural Financial Assistance Grants. The Board passed the following resolution:

Moved by: E. Belair
Seconded by: D. Ostrowski

"Resolved that the Members of the Cultural Advisory Board endorse the list of recommended recipients of the Cultural Financial Assistance Grants for 2015 and that a report be sent to City Council for their approval subject to the finalizing of the 2015 budget." **CARRIED**

The list of applicants and recommended grants is attached to the report.

Cultural Financial Assistance Grants

March 9, 2015

Page 2.

IMPACT

An amount of \$53,900 is included in the City's core budget for the purpose of financial assistance.

STRATEGIC PLAN

This item is not related to the Corporate Strategic Plan.

RECOMMENDATION

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

That the report of the Manager of Recreation and Culture concerning the 2015 Cultural Financial Assistance Grants be received and that the recommendation of the Cultural Advisory Board of the recipients for grants under the 2015 Cultural Financial Assistance Program be approved, subject to available funding in the 2015 budget.

Respectfully submitted,



Joseph J. Cain
Recreation & Culture Manager
attachment

Recommended for approval



Nicholas J. Apostle
Commissioner Community Services

Recommended Cultural Financial Assistance Grants 2015

Organization	2011 Award	2012 Award	2013 Award	2014 Award	2015 Request	2015 Proposed
Algoma Arts Festival Association	3,000	3,000	3,000	3,000	10,000	5,500
Algoma Conservatory of Music	5,000	5,000	3,000	0	20,000	11,050
Algoma Festival Choir	2,500	2,500	2,070	4,350	4,850	4,850
Arts Council of SSM & District	15,000	16,100	16,330	19,065	20,000	19,500
Donna Carroll/ George Desgagnes					949.16	0
Oral History of SSM Project	0	5,000	2,500	3,000	None	-
Quonta	0	0	0	2,500	None	-
Rotary Club	3,000	3,000	0	2,300	3,000	3,000
Sault Community Theatre Centre	0	0	5,000	5,000	5,000	5,000
Sault Symphony	3,000	3,000	3,000	3,000	None	-
Sault Theatre Workshop	2,000	1,500	1,500	1,000	None	-
Shadows of the Mind Film Festival	5,000	5,000	5,000	5,000	5,000	5,000
St. Mary's Marine Heritage Centre	2,000	0	0	2,000	None	-
Total					68,799.16	53,900

reccult/CAB/Financial Assistance/2015/Recommended CFA Grants 2015



COUNCIL REPORT

March 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumieli, P. Eng., Design & Construction Engineer
DEPARTMENT: Engineering and Planning Department
RE: Reconstruction Huron Street – Purchase of Property

PURPOSE

The purpose of this report is to obtain Council approval to purchase a small piece of property at the corner of Huron Street and Cathcart Street required to improve the geometry of this intersection.

BACKGROUND

At the 2014 06 09 meeting, Council approved the 2015 Road Reconstruction program which included the reconstruction of Huron Street from Queen Street West to Cathcart Street. In order to improve the safety of this intersection, the City requires a sliver of property approximately 100m² from Civic 304 Cathcart Street.

ANALYSIS

Through negotiations with Mr. Orlando Tridico (property owner of Civic 304 Cathcart Street), we have agreed on a purchase price of \$6,512.53.

IMPACT

When the legal survey costs and an allowance for legal fees are added, the total impact to the budget is expected to be \$10,500. This will be covered under the approved 2015 Road Reconstruction Plan allowance of \$1,724,000 for Huron Street.

STRATEGIC PLAN

The purchase of property at intersections to improve geometric design and enhance safety is linked to the Transportation Network Improvements objective under the Developing Solid Infrastructure strategic direction.

Reconstruction of Huron Street – Purchase of Property

2015 03 09

Page 2

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Design and Construction Engineer dated 2015 03 09 be received and the recommendation that Council approve the purchase of a 100m² sliver of property from Civic 304 Cathcart as seen on the attached drawing.

By-law **2015-48** authorizing a purchase of part of 304 Cathcart Street appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



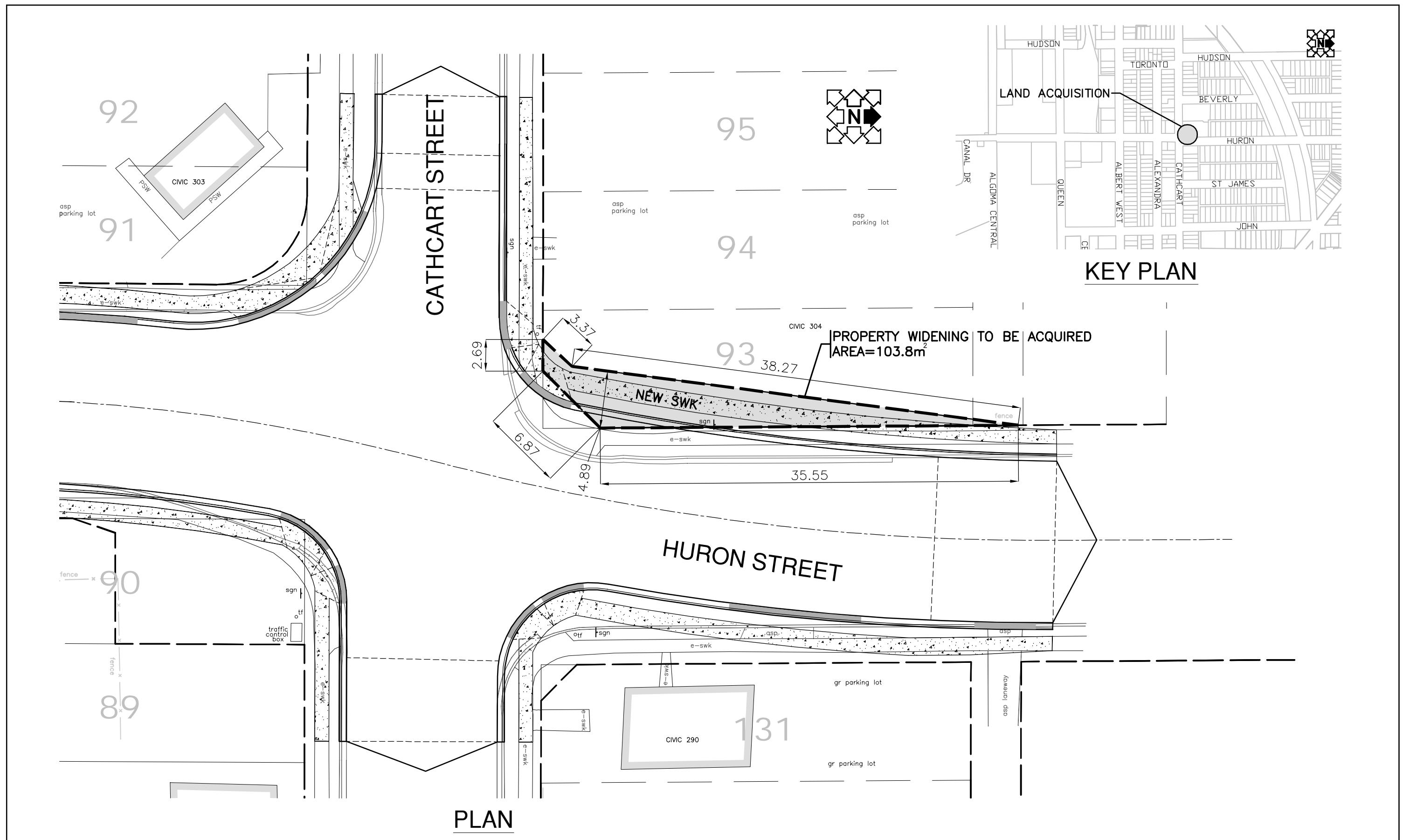
Carl Rumiell, P. Eng.
Design & Construction Engineer

Recommended for approval



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb
Attach



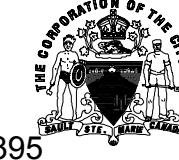
ALL DIMENSIONS AND INFORMATION SHALL BE CHECKED AND VERIFIED ON THE JOB AND
ANY DISPARANCES MUST BE REPORTED TO THE CONSULTANT BEFORE COMMENCING
THE WORK. DRAWINGS ARE NOT TO BE SCALED.

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AECOM

AECOM Canada Ltd.
523 Wellington Street East, Sault Ste. Marie Ontario, Canada
P6A 2M4 T705.942.2812 F705.942.3842

NO.	ISSUED TO CITY FOR ACQUISITION	DATE	DRW.	PAGE
1.	8.01.15	JAN 2015	JST KLY	



WORK	NTS
ITEM	
DATE	JAN 2015
DRW.	JST KLY
CHECKED	DRW PAGE
FILE	20333413 - Huron St. Reconstruction\200-Work\drw\20333413 Huron Cathcart Property-Revied Jan 2015.dwg



COUNCIL REPORT

March 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, P. Eng., Director of Engineering Services
DEPARTMENT: Engineering and Planning Department
RE: Second Line Widening – Phase III – Bottom of Hill to Black Road - OCIF Contribution Agreement

PURPOSE

The purpose of this report is to obtain approval to enter into a funding agreement with the Province for the third phase of the widening of Second Line East from Pine Street easterly to Black Road.

BACKGROUND

The City has undertaken a two phased environmental assessment approach for the widening of the Second Line/Black Road corridor between Old Garden River Road and McNabb Street. The First EA was for Second Line between Old Garden River Road and Black Road, and the preferred alternative was the widening of the road to five lanes. The City has completed two of the three phases of the widening of Second Line. The EA for Black Road is currently under way.

The cancellation of the connecting link program is a financial hardship for the City, and the MTO has been asked for the reinstatement of some form of annual funding to assist the City with roads which must carry provincial through traffic. Interim funding for the third phase of the Second Line widening was sought through the Ministry of Agriculture and Rural Affairs (OMAFRA) Ontario Community Infrastructure Fund (OCIF). An application was submitted in mid-December after our Expression of Interest was approved. We are pleased to advise Council that the project has been approved for the maximum \$2M available under the program. A contribution agreement is required in order to access the funding.

The project will include widening the remaining portion of Second Line to Black Road to a class B standard, using road side ditches for drainage, with paved shoulders. Streetlights will also be included on both the third phase, and the second phase westerly to Pine Street. A sidewalk will be constructed on the

Second Line Widening – Phase III – Contribution Agreement

2015 03 09

Page 2

south side of Second Line, and an asphalt trail will be constructed on the north side to connect the new High School and Strathclair Fields.

ANALYSIS

The Province has stated that a by-law approving the agreement must be in place prior to Friday, March 13, 2015. Engineering and Legal staff have reviewed the agreement provided by OMAFRA and it is recommended for approval.

IMPACT

After rebatable tax, the estimate for this project is \$3,870,000. The project budget is as follows:

\$1,335,000 (Approved project allowance in the 2015 capital plan)
\$2,000,000 (Application based OCIF based funding)
\$ 435,343 (Formula based OCIF funding – approved 2014 12 15)
\$3,770,343 (Total)

Available funds, including the grants are approximately \$100,000 short of the project estimate at this time, however, the pre-tender estimate, the contingency sum and the actual tender price may ensure the project is not over budget. Engineering staff will update Council in the spring as tenders are finalized for 2015 capital works projects.

STRATEGIC PLAN

The widening of the Second Line Corridor is linked to the Transportation Network Improvements objective under the Developing Solid Infrastructure Strategic Direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering Services dated 2015 03 09 be received, and that the recommendation that the City enter into a contribution agreement with the Province of Ontario for the application based component of the Ontario Community Infrastructure Fund be approved. By-Law 2015-47 authorizing the agreement can be found elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Don Elliott, P. Eng
Director of Engineering Services

Recommended for approval



Jerry Dolcetti, RPP
Commissioner of Engineering & Planning



COUNCIL REPORT

March 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Nuala Kenny, City Solicitor
DEPARTMENT: Legal Department
RE: Agreement with Electrical Safety Authority – Continuous Safety Services Program

PURPOSE

The purpose of this report is to recommend to City Council the renewal of the Agreement the City has had with the Electrical Safety Authority (ESA) for the Continuous Safety Services program (CSS).

BACKGROUND

The CSS program provides for the inspection of City buildings and facilities by the Electrical Safety Authority. These inspections highlight for the City possible electrical problems. City staff or electrical contractors can then fix those problems before they cause any injury. This program also provides inspections for other City installations such as traffic lights and electrical wiring for pumping stations. An important component of ESA service under this program is the training offered by ESA. The training teaches City employees how to deal with electricity in a safe manner. City staff has found the program worthwhile in the years that the City has been involved in the program. In 2014 the annual fee paid was Thirty-Five Thousand Two Hundred and Thirty-Five (\$35,235.00) plus HST.

ATTACHMENT

A copy of the Application to the Continuous Safety Services Program is attached hereto.

ANALYSIS

This program is an important one for the City. It is expensive but at the same time it shows the City's due diligence in protecting its employees and members of the public from harm from electrical failures.

Report to Council – Agreement with Electrical Safety Authority – Continuous

Safety Services Program

2015 03 09

Page 2.

IMPACT

On Schedule “A” of the Agreement attached to By-law 2015-46 the annual fee is set out. For the period April 1, 2015 to March 31, 2016 the fee is Twenty-Seven Thousand, Nine Hundred and Seventy (\$27,970.00) Dollars plus HST. The Application also attaches Schedule “B” Facilities, Schedule “C” Special Provisions and Schedule “D” Service Details.

STRATEGIC PLAN

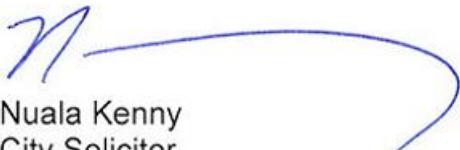
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2015-46 appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,



Nuala Kenny
City Solicitor
NK/da

Attachment

LEGAL\STAFF\COUNCIL REPORTS\2015\ELECTRICAL SAFETY AUTHORITY CONTINUOUS SAFETY SERVICES PROGRAM.DOCX C2.7



Application to the Continuous Safety Services Program

The Electrical Safety Authority ("ESA") operates as a delegated authority on behalf of the provincial government in accordance with Part VIII, section 113 of the *Electricity Act, 1998*, S.O. 1998, c.15, Sched.A, and the *Safety and Consumer Statutes Administration Act, 1996*, S.O. 1996, c.19. As part of its mandate, the ESA is responsible for inspecting electrical work performed in accordance with the Ontario Electrical Safety Code (the "Code"). Under Rule 2-006 of the Code, periodic inspection by the ESA is permitted and available to businesses that qualify to participate in the Continuous Safety Services Program ("CSS") program.

Code Rule 2-006 Periodic Inspection

- (1) An application for inspection may be made by the owner, owner's agent or occupant of any manufacturing, mercantile, or other building where electrical installation work of a routine nature in connection with the maintenance or operation of the building or the plant therein is required to be performed at frequent intervals.
- (2) Acceptance of the application by the inspection department shall authorize the commencement and carrying out of such work during the period for which the acceptance is issued and Rule 2-004 does not apply.
- (3) Upon request, an inspection shall be made at such time and in such manner as the inspection department determines.

By submitting a completed application to the ESA you acknowledge that you have read and understand the requirements of participation in the CSS program and agree to the Terms and Conditions as outlined at
<http://www.esasafe.com/assets/files/esasafe/pdf/CSS/CSS-Terms-and-Conditions-REV-June.14.pdf>

The scope of work covered by the CSS program is explained at
<http://www.esasafe.com/assets/files/esasafe/pdf/CSS/1412 CSS Scope of Work.pdf>

Applicant / Billing Information

Company (Legal) Name:	City of Sault Ste Marie	City:	Sault Ste Marie
Address:	99 Foster Drive	P.O. Box:	P6A 5N1
Contact Person:	Orsalina Naccarato	Title:	Admin Assisstant to the City Solicitor
Phone:	705 759 5401	Fax:	E-mail: o.naccarato@cityssm.on.ca
<i>The inspector should contact the following person to arrange for the inspections:</i>			
Name:	Aldo Iacoe	Phone:	705 759 5367
		Email:	a.iacoe@citysmm.on.ca

The Applicant acknowledges that ESA has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the Applicant. The ESA acknowledges that the Applicant has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the ESA.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Signature: PER: _____ Date: March 9, 2015

Mayor Christian Provenzano

Schedule A – Fee Schedule PER: _____

Malcolm White, City Clerk

The Applicant agrees to pay the following fee to ESA for the period as specified:

\$27,970.00 plus HST paid annually for the period beginning April 1 2015 and ending March 31 2016, to be invoiced Quarterly in Advance.

At the end of the term as defined above, the fee will increase by 3%.



Application to the Continuous Safety Services Program

Schedule B – Facilities

The following facilities are covered by the CSS Program:

City of Sault Ste Marie

City of Sault Ste Marie						Total # of Visits: 70	Total # of Visits: 100	
Site Information		Street Address	City	Postal Code	Inspector Contact	Phone	Email Address	# of Visits
Site Name								
City of Sault Ste Marie		99 Fosters Drive	Sault Ste Marie	P6A 5N1		705 759 5401		
CIVIC CENTRE	99 FOSTER DR		SAULT STE MARIE					4
INDUSTRIAL PARK COURT B PUMP STATION	95B INDUSTRIAL PARK NEXT TO 65 IND COURT		SAULT STE MARIE					1
PG MANZO POOL	710 YOUNG ST		SAULT STE MARIE					1
VE GRECO POOL	269 ALBERT ST E		SAULT STE MARIE					1
JOHN RHODES ARENA AND POOL	260 280 ELIZABETH ST		SAULT STE MARIE					2
MCMEEKIN ARENA	616 GOULAIS AVE		SAULT STE MARIE					2
SENIOR CITIZENS CENTRE	619 BAY STREET		SAULT STE MARIE					1
GREENHOUSES POTTING BLDG BELL PK	45 LAKE ST		SAULT STE MARIE					1
HURON ST PUMP STATION	99 101 HURON ST		SAULT STE					1



Application to the Continuous Safety Services Program

		MARIE					
ESSAR CENTRE	269 QUEEN ST E	SAULT STE MARIE					2
ROSSMORE RD PARK WAS ELLIOT PK	110 ROSSMORE RD	SAULT STE MARIE					2
TRANSIT CENTRE	111 HURON ST GLASGOW AVENUE PUMP STATION	SAULT STE MARIE	SAULT STE MARIE				2
FIRE HALL NO 3	100 BENNETT BLVD	SAULT STE MARIE	SAULT STE MARIE				1
MAIN LIBRARY	50 EAST ST	SAULT STE MARIE	SAULT STE MARIE				1
FARMERS MARKET	35 CANAL DR	SAULT STE MARIE	SAULT STE MARIE				2
MARY ST PUMP STATION	31 MARY ST	SAULT STE MARIE	SAULT STE MARIE				1
TALLACK BLVD PUMP STATION	1 TALLACK BLVD AND WEST PERTH BAY	SAULT STE MARIE	SAULT STE MARIE				1
VARSITY AV PUMP STATION	VARSITY AV	SAULT STE MARIE	SAULT STE MARIE				1
CHURCHILL PLAZA LIBRARY STORAGE AND REPAIR GARAGE AND EMS	301 LAKE ST	SAULT STE MARIE	SAULT STE MARIE				1
HOUSEHOLD WASTE DEPOT	65 OLD GARDEN RIVER RD	SAULT STE MARIE	SAULT STE MARIE				2
OFFICE BUILDING	128 SACKVILLE ROAD	SAULT STE MARIE	SAULT STE MARIE				1
OFFICE REC STORAGE	540 ALBERT ST E	SAULT STE MARIE	SAULT STE MARIE				2
MAUSOLEUM AND ROTUNDA HOLY SEP CEMETERY	316 ELIZABETH ST	SAULT STE MARIE	SAULT STE MARIE				1
	28 FOURTH LNE	SAULT STE MARIE	SAULT STE MARIE				1

For more information please contact us at 1-877-854-0079
FORM 1410008749



**Application to the
Continuous Safety Services Program**

PINE ST MARINA FUEL PUMPS AND	20 PINE STREET	SAULT STE MARIE	2
LOCK TOURS CANADA BUILDING	95 FOSTER DRIVE	SAULT STE MARIE	1
MILLWOOD PUMP STATION LANDFILL SITE OFFICE SCALE GARAGE	19 MILLWOOD 402 FIFTH LNE E	SAULT STE MARIE	1
FIRE HALL NO 2	363 SECOND LINE WEST	SAULT STE MARIE	2
MUSEUM ERMA TINGER STONE HOUSE AND OTHER	690 QUEEN ST E 831 QUEEN ST E	SAULT STE MARIE	1
MURIEL ST PUMP STATION	3 MURIEL ST	SAULT STE MARIE	1
MACGREGOR AV PUMP STATION	5 MACGREGOR AV	SAULT STE MARIE	2
LOWER LAKE PUMP STATION	25 LAKE ST	SAULT STE MARIE	1
K 9 OBEDIENCE SCHOOL PARKING LOTS CITY SSM VARIOUS LOCATIONS	76 FOURTH LINE W 99 FOSTER DR	SAULT STE MARIE	1
WELCOME SIGN SSM ROBERTA BONDAR PUMP STATION BOARD WALK LIGHTING AND DIST	HWY 17E AT CITY LIMITS 65 FOSTER DR ST MARYS RIVER DRIVE	SAULT STE MARIE	1
FORT CREEK DR PUMP STATION MAYCOURT CENTRE	39 FORT CREEK DR 13 SALISBURY ST	SAULT STE	1

For more information please contact us at 1-877-854-0079
FORM 1410QSF14



Application to the Continuous Safety Services Program

BANDSHELL CANTEEN AND WASHROOMS	1301 QUEEN ST E	MARIE	SAULT STE MARIE	2
BONDAR MARINA DOCKS	65 FOSTER DR	MARIE	SAULT STE MARIE	2
CENTRAL FIRE STATION	72 TANCRED	MARIE	SAULT STE MARIE	2
EQUIPMENT GARAGE FUEL PUMPS 3 STORAGE BL GRANDSTANDS AND CHANGEROOMS	1504 PEOPLES RD	MARIE	SAULT STE MARIE	2
CEMETARIES OFFICE CHAPEL STORAGE	427 453 NORTH ST	MARIE	SAULT STE MARIE	2
PINE ST PUMP STATION	27 FOURTH LINE E	MARIE	SAULT STE MARIE	1
ANNA MCCREA PARK RINK AND CHANGEROOMS	48 PINE ST	MARIE	SAULT STE MARIE	1
SENIOR CITIZENS CENTRE	250 MARK	MARIE	SAULT STE MARIE	1
GORE ST PUMP STATION	235 283 WELLINGTON ST W	MARIE	SAULT STE MARIE	1
BUS DEPOT	75 GORE ST	MARIE	SAULT STE MARIE	1
MERRIFIELD RINK AND CHANGEHOUSE	160 QUEEN ST E	MARIE	SAULT STE MARIE	2
UPPER LAKE ST UNDERGROUND PUMPING	331 PATRICK ST	MARIE	SAULT STE MARIE	1
QUEEN ELIZABETH PARK AND BUILDINGS	UPPER LAKE ST	MARIE	SAULT STE MARIE	1
SECOND LINE EAST PARK AND BUILDINGS	280 ELIZABETH	MARIE	SAULT STE MARIE	2
WELCOME SIGN SSM	1064 1198 SECOND LINE EAST	MARIE	SAULT STE MARIE	2
	HWY 17 N AT CITY LIMITS	MARIE	SAULT STE MARIE	1

For more information please contact us at 1-877-854-0079
FORM 141068(4)



**Application to the
Continuous Safety Services Program**

NORTHERN COMMUNITY CENTRE	556 GOULAIS AVE	SAULT STE MARIE	2
5TH LINE LANDILL PUMP STATION	402 5 LINE E RR5	SAULT STE MARIE	1
OVERFLOW STATIONS	VARIOUS LOCATIONS	SAULT STE MARIE	1
BONNEY ST PUMP STATION	765 BONNEY ST	SAULT STE MARIE	1
JESSE IRVING CENTRE	84 RUTH ST	SAULT STE MARIE	1
CITY WORKS CENTRE EQUIP STORAGE	128 SACKVILLE RD	SAULT STE MARIE	4
POINTE DES CHENES PARK AND BUILDINGS	57 POINTE DES CHENES CR	SAULT STE MARIE	2
SERVICE BLDG AND TENT STRUCT BONDAR PAV	65 FOSTER DRIVE	SAULT STE MARIE	2
POLICE HEADQUARTERS AND STORAGE BLDG	580 SECOND LINE EAST	SAULT STE MARIE	2
FRONTENAC PUMP STATION	665 FRONTENAC ST	SAULT STE MARIE	1
ESPOSITO PARK RINK AND CHANGEHOUSE	36 124 QUEEN ST W	SAULT STE MARIE	2
PINE ST MARINA DOCKS	20 PINE STREET	SAULT STE MARIE	1

Application to the Continuous Safety Services Program

Schedule C - Special Provisions

The following services are included in the CSS Program:

1. ESA will conduct an initial facility review.
2. ESA will occasionally conduct facility reviews during scheduled visits.
3. ESA will provide access to use the on-line logbook system (CSSL).
4. ESA will provide the training workshops itemized in Schedule D.

Disclaimer:

The Electrical Safety Authority (ESA) makes no representations, warranties, or conditions of any kind, express or implied, including, without limitation, implied warranties or conditions as to the work performed under Schedule C – Special Provisions. In no event shall ESA, its employees, directors, or officers, be liable for any damages caused in connection with any work done, or any direct, indirect or incidental damages, injury, loss, costs or expenses, including but not limited to, special or consequential damages, lost revenue, business interruption, or any other commercial or economic loss, howsoever caused, irrespective of whether ESA is advised of the possibility of such damages, injury, loss, cost or expense.

Schedule D - Service Details

Total # of Sites: 70

Total # of Visits: 104

Training Workshops (if applicable)

1. Customer to Select 3 Half Day Workshops

2.

3.

Code Book and Bulletin Shipping Information (if applicable)

Logbook Type**: On Line

Bulletin Type*: CD

Code Book Type*: Hardcopy

Logbook Qty: _____

Bulletin Qty: _____

Code Book Qty: 1

*Media options for Code Books and Bulletins are: 1. Paper Copy 2. CD Version 3. Online (Web based) version – license

**Media options for Logbooks are: 1. Paper Copy 2. Online (Web based) version

Contact Name: _____

Title: _____

Address: _____ P. O. Box: _____

City: _____ Postal Code: _____ Fax #: _____

Phone: _____ E-mail: _____



COUNCIL REPORT

March 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, MCIP, RPP, Planner
DEPARTMENT: Engineering and Planning Department
RE: New Comprehensive Signs By-law – Discussion Paper and Online Survey Results

PURPOSE

On behalf of the Signs By-law Task Force, Council is being requested to accept this report, the attached Signs By-law Discussion Paper and Signs By-law Survey Results report as information.

BACKGROUND

The current Signs By-law 2005-166 is an amalgamation of several by-laws relating to signage. The provisions within the By-law remain relatively unchanged since the 1970's. In 1999, new provisions were established for billboards and portable signs. In 2009, there were minor amendments to the provisions relating to portable signs, and in 2012 Council adopted a new Digital Signs By-law.

Recognizing the difficulties encountered in drafting and adopting the Digital Signs By-law, Planning Staff, with the support of the Signs By-law Task Force requested and received \$40,000 from Council to hire a Consultant to develop a new comprehensive signs by-law.

The Signs By-law Task Force, which has met regularly throughout the process, consists of the following members:

1. Councillor Paul Christian – Co Chair
2. Councillor Frank Fata – Co Chair
3. Susan Hamilton-Beach – Deputy Commissioner, PWT
4. Andy Starzomski – Manager of Traffic and Communications, PWT
5. Matt Caputo – Solicitor, Legal Division
6. Freddie Pozzebon – Chief Building Official, Building Division
7. Luca Robibaro – Planning Advisory Committee Representative
8. Don McConnell – Planning Director, Planning Division

9. Peter Tonazzo – Planner, Planning Division

In February 2014, Martin Rendl of Martin Rendl Associates was awarded the contract. Mr. Rendl has a wealth of experience in developing comprehensive sign by-laws throughout Ontario and Canada.

The first round of public consultation was conducted in early April 2014. The Consultant, along with Planning staff met with the Downtown Association, Tourism Sault Ste. Marie, the Chamber of Commerce, sign companies, portable sign companies and various city staff to gain feedback on what was believed to be the biggest issues and concerns. There was also a public open house, which was not well attended by members of the public.

During the first round of public consultation, one common theme, especially among sign company representatives, was a lack of information from which to comment upon. The first round of public consultation was intended to gain an understanding of the major issues, from which to begin drafting provisions.

Furthermore, given the poor attendance of the public open house, staff conducted an online survey, in an attempt to gain more information from the general public.

The attached Discussion Paper highlights the general regulatory framework employed for various types of signs. The discussion paper is intended to form the basis of a second round of public consultation, which will be scheduled in April. The results of the consultation will be incorporated into a draft by-law presented to Council in June of this year. Public consultation will include contacting stakeholders, placing ads, and posting the Discussion Paper and Survey Results on the City's website. Stakeholders and the public will also be provided with various avenues to provide any comments in writing.

The attached Signs By-law Survey Results Report provides an overview of the purpose, methodology and general findings of the online survey.

Based upon survey results, the top local sign issues (in order) are:

1. Digital signage and distraction/safety concerns related thereto.
2. The proliferation of portable signage and the aesthetic impacts thereto.
3. The overall aesthetics, design and/or size of local signage, not including concerns related to portable signage.
4. Safety concerns not related to digital signage, including, too close to the roadway and blocking sightlines.
5. Too many signs in general.
6. Derelict or unmaintained signage which remains in place.

New Signs By-law Discussion Paper

2015 03 09

Page 3.

IMPACT

There is no additional cost to the Municipality beyond the contract which was previously approved by Council in 2014.

STRATEGIC PLAN

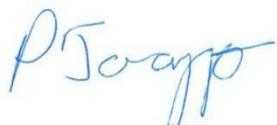
Objective 3b, Planning for the Future indicates the completion of a New Comprehensive Signs By-law.

RECOMMENDATION

Resolved that the report of the Planner, supported by the Signs By-law Task Force, dated 2015 03 09 concerning the New Comprehensive Signs By-law Discussion Paper and Survey Results be accepted as information, and that Council authorize staff to provide notice for additional public consultation, to occur in April 2015.

Respectfully submitted,

Recommended for approval



Peter Tonazzo, MCIP, RPP
Planner

Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT: ps

Attachment(s)

APPENDIX 'A'

SIGN BY-LAW OVERVIEW OF OTHER MUNICIPALITIES

HOW TO READ THIS INFORMATION

1. This Appendix provides a summary overview of the sign by-law regulations of twelve other Michigan and Ontario municipalities: Traverse City, Petoskey, North Bay, Thunder Bay, Timmins, Sudbury, Clarington, Whitby, Aurora, Kingston, Oakville and Burlington. Sault Ste. Marie's current sign regulations are included for comparison purposes.
2. The municipalities were selected to represent a cross section of Northern Ontario communities and other medium to small scale Ontario communities. Information on Traverse City and Petoskey Michigan is included because they are often cited locally as communities with good signage. They were the communities most mentioned in the public survey as having good signs.
3. The entry for each Ontario municipality includes its ranking by Money Sense magazine in the annual The Best Places to Live in Canada survey. This ranking provides an additional metric for comparing communities. The Money Sense survey measures a number of economic, demographic and quality of life measures to arrive at the ranking.
4. Not all municipalities regulate the same types of signs or use the same terms to describe signs. The regulations of other communities have been classified to follow the language of the Sault Ste. Marie sign by-law in order to be comparable. The information presented is for the types of signs used by businesses in commercial areas as these are the most prevalent kinds of signs in cities.
5. This information is intended to provide an overview of the general aspects of sign by-laws. Not all of the details and permutations of the sign regulations for each community are included in the interests of readability and understanding. The original sign by-law of each municipality should be consulted if the reader requires more detailed or accurate information.

CITY	SAULT STE. MARIE	TRVERSE CITY, MI	PETOSKEY, MI	NORTH BAY, ON	THUNDER BAY, ON
Population	75,141	14,911	5,707	53,651	126,257
Canada's Best Places to Live Ranking	#129	NA	NA	#111	#109
Date of Sign By-law	2005, 2013	2004	2004	2006, 2008	1992
WALL SIGN					
Maximum Sign Area	<ul style="list-style-type: none"> No maximum area for C1, C2, C3, C4, C5 60 m² for CT2 	<ul style="list-style-type: none"> 15% of wall area (wall, awning) 6 sq ft (canopy) 	<ul style="list-style-type: none"> 15% to 20% ground floor wall area 	<ul style="list-style-type: none"> 30% of front building face 	<ul style="list-style-type: none"> 23.2 m² maximum total area for all wall, canopy, awning, projecting signs
Maximum Height	<ul style="list-style-type: none"> 7 m above building height (C1, C2, C3, C4, C5) Building height (CT2) 	<ul style="list-style-type: none"> 5.5 m or 0.3 m below second floor window trim 	--	<ul style="list-style-type: none"> Not to extend above eaves 	--
GROUND SIGN					
Maximum Sign Area	<ul style="list-style-type: none"> No maximum (C1, C2, C3, C4, C5) 60 m² (CT2) 	<ul style="list-style-type: none"> 1.9 m² 	<ul style="list-style-type: none"> 1.1 to 3.7 m² 30% changeable message 	<ul style="list-style-type: none"> 12 m² 	<ul style="list-style-type: none"> 24 m² to 50 m²
Maximum Height	<ul style="list-style-type: none"> 12 m 	<ul style="list-style-type: none"> Lesser of 4.6 m or height of building 	<ul style="list-style-type: none"> 2.4 to 4.6 m 	<ul style="list-style-type: none"> 8 m 	<ul style="list-style-type: none"> 7.5 m
Spacing	<ul style="list-style-type: none"> 15 m 	--	--	--	--
Maximum Number of Signs Per Lot	<ul style="list-style-type: none"> No limit 	<ul style="list-style-type: none"> 1 per 60 m frontage, maximum 3 per lot Not permitted in downtown 	--	<ul style="list-style-type: none"> 1 per building, maximum 2 for plaza with more than 4 businesses 	<ul style="list-style-type: none"> No limit

CITY	SAULT STE. MARIE	TRaverse City, MI	PETOSKEY, MI	NORTH BAY, ON	THUNDER BAY, ON
ROOF SIGN	<ul style="list-style-type: none"> Same standards as Wall Sign 	<ul style="list-style-type: none"> Prohibited 	<ul style="list-style-type: none"> Prohibited 	<ul style="list-style-type: none"> By variance 	<ul style="list-style-type: none"> 10 m² maximum 1 per property
PROJECTING SIGN	<ul style="list-style-type: none"> Same standards as Wall Sign 	<ul style="list-style-type: none"> 1.1 m² 1 per business front 	<ul style="list-style-type: none"> 0.2 m² 1 per business 	--	<ul style="list-style-type: none"> Included in 23 m² maximum sign allowance per building
AWNING SIGN	<ul style="list-style-type: none"> Same standards as Wall Sign 	--	<ul style="list-style-type: none"> Subject to review 	--	<ul style="list-style-type: none"> Included in 23 m² maximum sign allowance per building
CANOPY SIGN	<ul style="list-style-type: none"> Same standards as Wall Sign 	--	<ul style="list-style-type: none"> Subject to review 	--	<ul style="list-style-type: none"> Included in 23 m² maximum sign allowance per building
MARQUEE SIGN	<ul style="list-style-type: none"> Same standards as Wall Sign 	--	--	--	<ul style="list-style-type: none"> Included in 23 m² maximum sign allowance per building
BILLBOARD SIGN		--	<ul style="list-style-type: none"> Off premise signs prohibited 	--	--
Maximum Sign Area	<ul style="list-style-type: none"> 20 m² 	--	--	<ul style="list-style-type: none"> 20.5 m² 	--
Maximum Height	<ul style="list-style-type: none"> 8 m 	--	--	<ul style="list-style-type: none"> 8 m 	--
Spacing	<ul style="list-style-type: none"> 120 m from any billboard 15 m from any advertising sign 	--	--	<ul style="list-style-type: none"> 30 m 1 per property 	--

CITY	SAULT STE. MARIE	TRAVERSE CITY, MI	PETOSKEY, MI	NORTH BAY, ON	THUNDER BAY, ON
PORTABLE SIGN		<ul style="list-style-type: none"> Prohibited 	<ul style="list-style-type: none"> Sign on trailer prohibited Fluorescent prohibited 	<ul style="list-style-type: none"> Trailer sign by variance 	<ul style="list-style-type: none"> Mobile sign
Maximum Sign Area	<ul style="list-style-type: none"> 4.5 m² 	NA	--	<ul style="list-style-type: none"> 6.5 m² 	<ul style="list-style-type: none"> 6.7 m²
Maximum Height	<ul style="list-style-type: none"> 2.8 m 	NA	--		<ul style="list-style-type: none"> 30 m
Maximum Per Lot	<ul style="list-style-type: none"> No limit 	NA	--	<ul style="list-style-type: none"> 2 per lot 	<ul style="list-style-type: none"> 1 per 50 m frontage
Spacing	<ul style="list-style-type: none"> 15 m 	NA	--	--	<ul style="list-style-type: none"> 5 m
Length of Permit	<ul style="list-style-type: none"> 2 years 30 days 	NA	--	--	--
A FRAME SIGN	<ul style="list-style-type: none"> Not addressed 				--
Maximum Sign Area	--	<ul style="list-style-type: none"> 0.6 m² 	<ul style="list-style-type: none"> 0.6 m² 	<ul style="list-style-type: none"> 1.5 m² 	--
Maximum Height	--	<ul style="list-style-type: none"> 0.9 m 	<ul style="list-style-type: none"> 1.2 m 	<ul style="list-style-type: none"> 1.5 m 	--
Maximum Per Lot	--	<ul style="list-style-type: none"> 1 per lot 	<ul style="list-style-type: none"> 1 per business downtown 	<ul style="list-style-type: none"> 1 per business 	--
ELECTRONIC MESSAGE BOARD	<ul style="list-style-type: none"> Not addressed 	<ul style="list-style-type: none"> Prohibited 	--	--	--
WINDOW SIGN	<ul style="list-style-type: none"> Not addressed 	<ul style="list-style-type: none"> 25% of window area 	<ul style="list-style-type: none"> 25% of window area 	--	--
BANNER SIGN	<ul style="list-style-type: none"> Same standards as Wall Sign 	--	--	--	--

City	SAULT STE. MARIE, ON	TIMMINS, ON	SUDBURY, ON	CLARINGTON, ON	WHITBY, ON
Population	75,141	44,683	166,817	91,473	131,539
Canada's Best Places to Live Ranking	#129	#107	#70	#58	#27
Date of Sign By-law	2005	2012	2007, 2010	2009	2005
WALL SIGN					
Maximum Sign Area	<ul style="list-style-type: none"> No maximum (C1, C2, C3, C4, C5) 60 m² (CT2) 	<ul style="list-style-type: none"> 20% of wall area 18 m² maximum 	<ul style="list-style-type: none"> 1.2 m² total sign area for property per 1.0 m of lot frontage 	<ul style="list-style-type: none"> 10% - 15% of wall area 	<ul style="list-style-type: none"> 25% of facade
Maximum Height	<ul style="list-style-type: none"> 7 m above building height (C1, C2, C3, C4, C5) Building height (CT2) 	<ul style="list-style-type: none"> 2.0 m above roof 	--	--	<ul style="list-style-type: none"> Not above second storey
GROUND SIGN					
Maximum Sign Area	<ul style="list-style-type: none"> No maximum (C1, C2, C3, C4, C5) 60 m² (CT2) 	<ul style="list-style-type: none"> 7.5 m² 	<ul style="list-style-type: none"> 2.25 m² to 15.0 m² 	<ul style="list-style-type: none"> 7.5 m² 	<ul style="list-style-type: none"> 15 m²
Maximum Height	<ul style="list-style-type: none"> 12 m 	<ul style="list-style-type: none"> 6.75 m 	<ul style="list-style-type: none"> 1.35 m to 7.5 m 	<ul style="list-style-type: none"> 7.5 m 	<ul style="list-style-type: none"> 8 m
Spacing (Ground)	<ul style="list-style-type: none"> 15 m 	--	<ul style="list-style-type: none"> 60 m 	--	
Maximum Number of Signs Per Lot	<ul style="list-style-type: none"> No limit 	--	<ul style="list-style-type: none"> 2 per lot 	<ul style="list-style-type: none"> 1 per lot 	1 per 50 m lot frontage
ROOF SIGN			<ul style="list-style-type: none"> Not permitted abutting a Residential Zone 	<ul style="list-style-type: none"> Not permitted 	<ul style="list-style-type: none"> 25 m² 6 m height

City	SAULT STE. MARIE, ON	TIMMINS, ON	SUDBURY, ON	CLARINGTON, ON	WHITBY, ON
PROJECTING SIGN	<ul style="list-style-type: none"> Same standards as Wall Sign 	<ul style="list-style-type: none"> 0.56 m² 	<ul style="list-style-type: none"> 2.0 m² 	<ul style="list-style-type: none"> 1.0 m² 	<ul style="list-style-type: none"> 1.5 m² 1 per 50 m frontage
AWNING SIGN	<ul style="list-style-type: none"> Same standards as Wall Sign 	<ul style="list-style-type: none"> Same as Wall Sign 	<ul style="list-style-type: none"> Same as Wall Sign 	<ul style="list-style-type: none"> Same as Wall Sign 	
BILLBOARD SIGN					
Maximum Sign Area	<ul style="list-style-type: none"> 20 m² 	<ul style="list-style-type: none"> 60.4 m² 	<ul style="list-style-type: none"> 6.0 m² 	<ul style="list-style-type: none"> 18 m² 	<ul style="list-style-type: none"> 25 m²
Maximum Height	<ul style="list-style-type: none"> 8 m 	<ul style="list-style-type: none"> 7.5 m 		<ul style="list-style-type: none"> 7.5 m 	<ul style="list-style-type: none"> 10 m
Spacing	<ul style="list-style-type: none"> 120 m from billboard 15 m any advertising sign 	<ul style="list-style-type: none"> 305 m 	<ul style="list-style-type: none"> 15 m from residential zone 	<ul style="list-style-type: none"> Permitted only along Highway 35/115 	--
PORTRABLE SIGN		Mobile Sign			Mobile Sign
Maximum Sign Area	<ul style="list-style-type: none"> 4.5 m² 	<ul style="list-style-type: none"> 6.7 m² 	<ul style="list-style-type: none"> 5.0 m² 	<ul style="list-style-type: none"> 3.0 m² Fluorescent colours prohibited 	<ul style="list-style-type: none"> 3.0 m²
Maximum Height	<ul style="list-style-type: none"> 2.8 m 	<ul style="list-style-type: none"> 2.4 m 	<ul style="list-style-type: none"> 2.5 m 	<ul style="list-style-type: none"> 2.0 m 	<ul style="list-style-type: none"> 2.3 m
Maximum Per Lot	No limit	<ul style="list-style-type: none"> 3 per lot frontage 	<ul style="list-style-type: none"> 1 to 6 depending on street frontage Maximum number of signs per lot in each calendar year 	<ul style="list-style-type: none"> One 	<ul style="list-style-type: none"> 2
Spacing	<ul style="list-style-type: none"> 15 m 	<ul style="list-style-type: none"> 15 m 	<ul style="list-style-type: none"> 45 m 	--	<ul style="list-style-type: none"> 60 m
Length of Permit	<ul style="list-style-type: none"> 2 years 30 days 	<ul style="list-style-type: none"> 60 days 5 display periods per year 30 days between display periods 	<ul style="list-style-type: none"> 3 months No permit within 6 months of a previous permit 	<ul style="list-style-type: none"> 60 days 3 permits per business per year 60 days between display periods 	<ul style="list-style-type: none"> 15 days 4 periods per year

City	SAULT STE. MARIE, ON	TIMMINS, ON	SUDBURY, ON	CLARINGTON, ON	WHITBY, ON
A FRAME SIGN	<ul style="list-style-type: none"> Not addressed 				
Maximum Sign Area	--	<ul style="list-style-type: none"> 1.5 m² 	<ul style="list-style-type: none"> 1.49 m² 	<ul style="list-style-type: none"> 1.0 m² 	--
Maximum Height	--	<ul style="list-style-type: none"> 1.2 m 	<ul style="list-style-type: none"> 1.2 m 	<ul style="list-style-type: none"> 1.25 m 	<ul style="list-style-type: none"> 1.2 m
Maximum Per Lot	--	--	--	<ul style="list-style-type: none"> One 	--
ELECTRONIC MESSAGE BOARD	--	<ul style="list-style-type: none"> Maximum 30% of sign area 30 seconds static display Constant level of illumination 	--	<ul style="list-style-type: none"> Maximum 50% of sign area 	--
WINDOW SIGN	<ul style="list-style-type: none"> Not addressed 	--	--	<ul style="list-style-type: none"> 50% of window area 	--
BANNER SIGN	<ul style="list-style-type: none"> Not addressed 	<ul style="list-style-type: none"> 10 m² 	<ul style="list-style-type: none"> 6.0 m² 30 days maximum No other temporary sign permitted at same time Twice in calendar year 	--	--

City	SAULT STE. MARIE, ON	AURORA, ON	KINGSTON, ON	OAKVILLE, ON	BURLINGTON, ON
Population	75,141	56,697	169,645	196,722	187,497
Canada's Best Places to Live Ranking	#129	#24	#11	#7	#5
Date of Sign By-law	2005, 2013	2007	2009	2006	2007
WALL SIGN					
Maximum Sign Area	<ul style="list-style-type: none"> No maximum (C1, C2, C3, C4, C5) 60 m² (CT2) 	<ul style="list-style-type: none"> 0.75 m² per horizontal linear metre of wall face Maximum 20% of wall area or 35 m² 	<ul style="list-style-type: none"> 20% of total wall area Maximum 27.8 m² 	<ul style="list-style-type: none"> 20% of wall area 18 m² maximum 	<ul style="list-style-type: none"> 0.75 times linear width of facade Maximum 26 m²
Maximum Height	<ul style="list-style-type: none"> 7 m above building height (C1, C2, C3, C4, C5) Building height (CT2) 	--	<ul style="list-style-type: none"> 4.78 m above grade 	<ul style="list-style-type: none"> 2.0 m above facade 	--
GROUND SIGN					
Maximum Sign Area	<ul style="list-style-type: none"> No maximum (C1, C2, C3, C4, C5) 60 m² (CT2) 	<ul style="list-style-type: none"> 10 m² to 18 m² 	<ul style="list-style-type: none"> 13.97 m² 	<ul style="list-style-type: none"> 7.5 m² 	<ul style="list-style-type: none"> 0.3 times the street frontage Maximum 28 m²
Maximum Height	<ul style="list-style-type: none"> 12 m 	<ul style="list-style-type: none"> 7.5 m to 9.0 m 	<ul style="list-style-type: none"> 10.67 m 	<ul style="list-style-type: none"> 6.75 m 	<ul style="list-style-type: none"> 10.5 m
Spacing (Ground)	<ul style="list-style-type: none"> 15 m 	<ul style="list-style-type: none"> 15 m 	--		<ul style="list-style-type: none"> 45 m
Maximum Number of Signs Per Lot	<ul style="list-style-type: none"> No limit 	<ul style="list-style-type: none"> One 	<ul style="list-style-type: none"> 1 per street frontage 	<ul style="list-style-type: none"> 1 per street frontage 	<ul style="list-style-type: none"> 2 per lot
ROOF SIGN	<ul style="list-style-type: none"> Same standards as Wall Sign 	--	<ul style="list-style-type: none"> 6.1 m above roof 18.58 m² 	<ul style="list-style-type: none"> Prohibited 	<ul style="list-style-type: none"> Prohibited
PROJECTING SIGN	<ul style="list-style-type: none"> Same standards as Wall Sign 	<ul style="list-style-type: none"> 0.5 m² to 2.0 m² 	<ul style="list-style-type: none"> 0.3 m² 	<ul style="list-style-type: none"> 0.56 m² 	

City	SAULT STE. MARIE, ON	AURORA, ON	KINGSTON, ON	OAKVILLE, ON	BURLINGTON, ON
AWNING SIGN	<ul style="list-style-type: none"> • Same standards as Wall Sign 	<ul style="list-style-type: none"> • Same as Wall Sign 	<ul style="list-style-type: none"> • Same as Wall Sign 	<ul style="list-style-type: none"> • Same as Wall Sign 	<ul style="list-style-type: none"> • Same as Wall Sign
BILLBOARD SIGN		<ul style="list-style-type: none"> • Only service groups and organizations recognized by Town may display a billboard 			<ul style="list-style-type: none"> • Maximum 50 in city
Maximum Sign Area	<ul style="list-style-type: none"> • 20 m² 	<ul style="list-style-type: none"> • Same as sign type 	<ul style="list-style-type: none"> • 23.2 m² to 65.0 m² 	<ul style="list-style-type: none"> • 7.5 m² 	<ul style="list-style-type: none"> • 7.5 m²
Maximum Height	<ul style="list-style-type: none"> • 8 m 	<ul style="list-style-type: none"> • Same as sign type 	<ul style="list-style-type: none"> • 15.2 m 	<ul style="list-style-type: none"> • 6.75 m 	<ul style="list-style-type: none"> • 8.0 m
Spacing	<ul style="list-style-type: none"> • 120 m from billboard • 15 m any advertising sign 	--	<ul style="list-style-type: none"> • 100 m • 304.8 m from another off premise sign 	--	<ul style="list-style-type: none"> • 300 m
PORTABLE SIGN		Mobile Sign		Mobile Sign	
Maximum Sign Area	<ul style="list-style-type: none"> • 4.5 m² 	--	<ul style="list-style-type: none"> • 5.57 m² 	<ul style="list-style-type: none"> • 6.7 m² • Only black and white 	<ul style="list-style-type: none"> • 3.7 m²
Maximum Height	<ul style="list-style-type: none"> • 2.8 m 	<ul style="list-style-type: none"> • 2.7 m 	<ul style="list-style-type: none"> • 2.7 m 	<ul style="list-style-type: none"> • 2.4 m 	<ul style="list-style-type: none"> • 2.4 m
Maximum Per Lot	No limit	<ul style="list-style-type: none"> • One 	<ul style="list-style-type: none"> • One up to 91.4 m frontage • Two up to 182.8 m frontage 	<ul style="list-style-type: none"> • 3 per frontage 	<ul style="list-style-type: none"> • 1 to 2
Spacing	<ul style="list-style-type: none"> • 15 m 	--	<ul style="list-style-type: none"> • 60.9 m on same property • 30.4 m between separate properties 	<ul style="list-style-type: none"> • 15 m 	<ul style="list-style-type: none"> • 60 m

CITY	SAULT STE. MARIE, ON	AURORA, ON	KINGSTON, ON	OAKVILLE, ON	BURLINGTON, ON
Length of Permit	<ul style="list-style-type: none"> • 2 years • 30 days 	<ul style="list-style-type: none"> • 8 weeks 	<ul style="list-style-type: none"> • 90 days 	<ul style="list-style-type: none"> • 30 days • 30 days hiatus • 2 permits per year 	<ul style="list-style-type: none"> • 15 days • Maximum 3 permits per year
A FRAME SIGN	<ul style="list-style-type: none"> • Not addressed 				
Maximum Sign Area	--	<ul style="list-style-type: none"> • 1.0 m² 	<ul style="list-style-type: none"> • 0.37 m² 	<ul style="list-style-type: none"> • 1.5 m² 	<ul style="list-style-type: none"> • 1.1 m²
Maximum Height	--	--	<ul style="list-style-type: none"> • 92 cm 	<ul style="list-style-type: none"> • 1.2 m 	<ul style="list-style-type: none"> • 1.2 m
Maximum Per Lot	--	<ul style="list-style-type: none"> • One 	<ul style="list-style-type: none"> • 1 per business location 	<ul style="list-style-type: none"> • 3 per frontage 	<ul style="list-style-type: none"> • One
ELECTRONIC MESSAGE BOARD	--	--	<ul style="list-style-type: none"> • 5.0 m² • 5 seconds static message display 	<ul style="list-style-type: none"> • 30% of sign area • 30 seconds static message display • Constant level of illumination 	--
WINDOW SIGN	--	--	<ul style="list-style-type: none"> • Exempt 	--	<ul style="list-style-type: none"> • Maximum 10% of window area
BANNER SIGN	<ul style="list-style-type: none"> • Same standards as Wall Sign 	<ul style="list-style-type: none"> • 36 m² • 8 weeks display 	<ul style="list-style-type: none"> • Exempt if authorized by City 	<ul style="list-style-type: none"> • Shares standards of portable signs 	<ul style="list-style-type: none"> • 6.0 m² • 45 days display

SAULT STE. MARIE

SIGN BY-LAW REVIEW PROJECT

DISCUSSION PAPER

JANUARY 2015

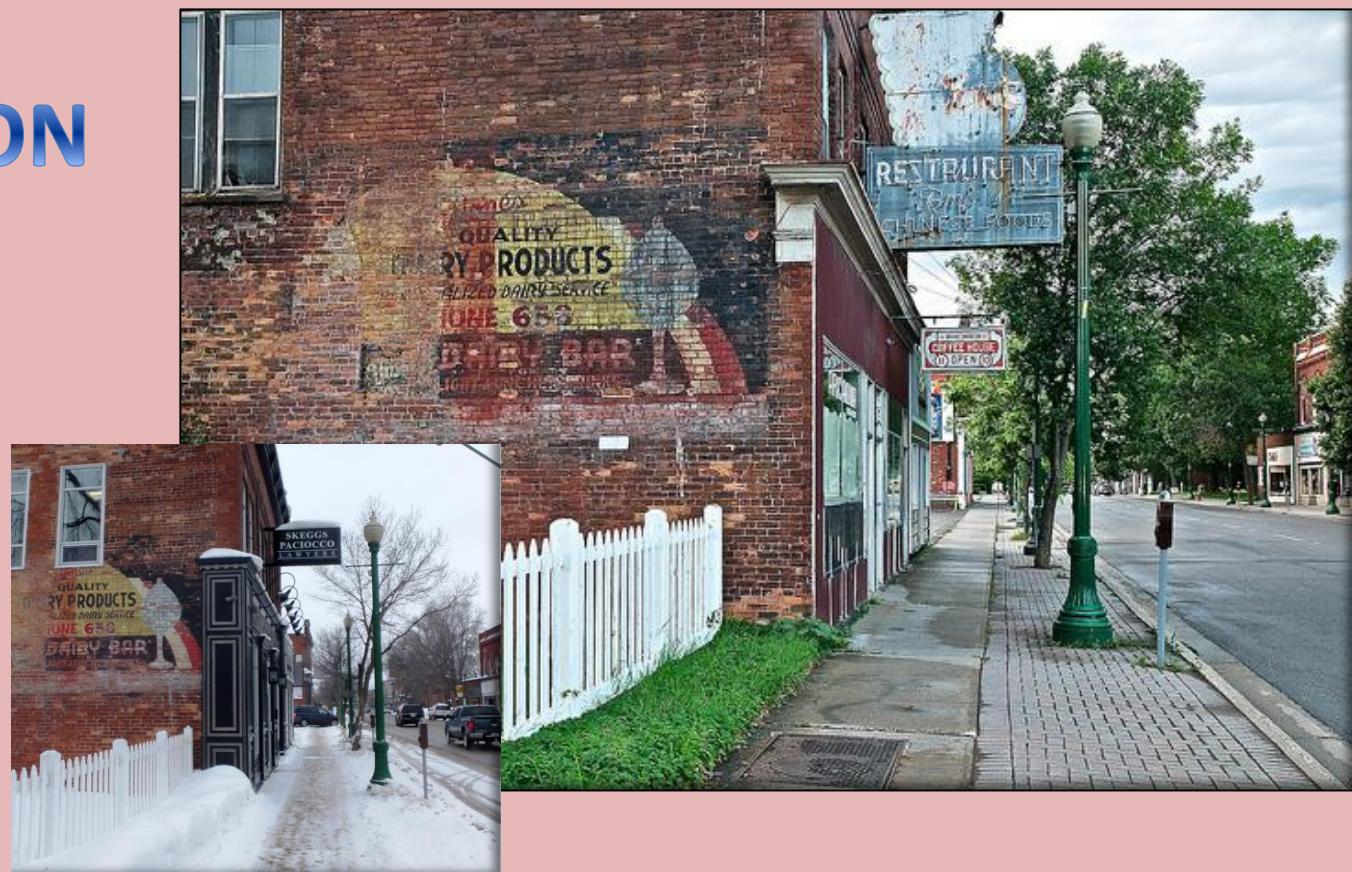


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1.0 INTRODUCTION

The purpose of the New Sign By-law Project is to review the current City of Sault Ste. Marie Sign By-law, identify its strengths, weaknesses gaps and prepare an appropriate new Sign By-law based on the findings of the review and public consultation.

This Discussion Paper presents background on signs in general, outlines some preliminary findings with respect to the current Sign By-law, and provides a proposed framework for a new Sign By-law.

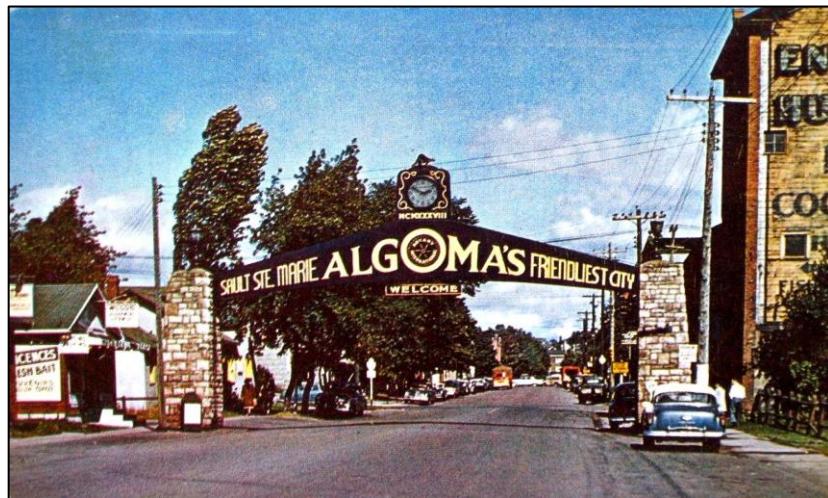
The purpose of the Discussion Paper is to further inform the public consultation process as part of preparing a new Sign By-law.

1.2 What Does a Sign By-law Do?

By-laws are the chief tools municipalities use to shape development in a community and over time help maintain things like community quality and character.

All municipalities control and have rules for the signs erected by individuals and businesses on private and public property. This power to regulate signs is found in the Municipal Act and other legislation.

A sign by-law is a basic tool in the municipal toolbox municipal councils rely on to advance the public interest in their community. Sign regulations are principally concerned with aesthetics and traffic safety. The details and specifics of sign by-laws vary across different municipalities, reflecting the differences in local circumstances, values and priorities.



While the rules of a sign by-law for a given type of sign may differ from one municipality to another, there is nevertheless a consistency among the municipal approaches to signage and the rules for signs that result in either good or bad signage in a community. One objective of this review is to arrive at a new Sign By-law for Sault Ste. Marie that incorporates the best practices of other municipalities thereby improving the overall quality of signage in Sault Ste. Marie.



Sedona



Petoskey



Chicago

Although the rules for signs can vary dramatically between municipalities for the same type of use, businesses generally comply with the sign by-laws of their municipality and prosper. Moreover, national and international businesses must abide by varying sign by-laws in the many markets they operate in but nevertheless are successful in the communities where they operate.

Municipal sign by-laws typically achieve their objectives through rules governing the following matters:

- Where signs can be located;
- The types of signs permitted;
- The number, size, and height of signs;
- Other characteristics of signs considered important to control in the public interest;
- Administrative and enforcement provisions.

The municipality issues a sign permit to an applicant when the proposed sign complies with the Sign By-law. Signs that are erected but not in compliance with the Sign By-law are subject to enforcement by the municipality.

Signs serve a range of purposes and users. Values and perspectives on what is appropriate signage can vary widely. This variety in viewpoints is visible in the signs found across the community.

Some businesses seem to make their signage decisions on the premise that signage is the paramount factor in a business' success. This view tends to equate business success as being primarily driven by the number and size of signs the business has. Bigger and more signs on a building or property are assumed to be best for realizing business success.



This over simplified view of what makes business successful risks ignoring the more fundamental factors contributing to a business' success.

Other businesses in contrast, base their success less on the size or number of signs and instead focus on the non-signage aspects of their business to attract and retain customers.

This orientation better corresponds with the realities of consumer demand and choice. In this business model, a focus on customer service, the quality and range of merchandise offered, hours of operation, convenience, pricing, store look and feel, and the reputation of the business or brand are the factors on which business success is based.

Surveys have found a connection between good signs and positive consumer action. Consumers judge a business by its signs and view a business' signage to be reflective of the quality of the products and service it offers to consumers.

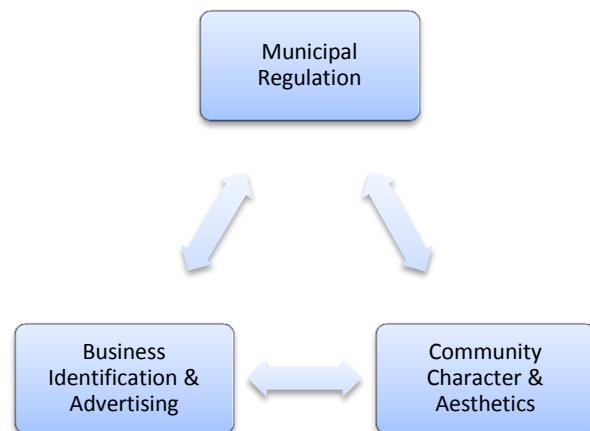


Poor signage was found to deter consumers from entering a business. Consumers associate too much and poorly designed or garish signage with cheapness and an indicator of poor quality. Consumer perceptions of value and their patronage of a business are heavily influenced by a store's look and feel, which defined in large part by its exterior signage.

Visual noise results when there are too many signs on a building, property or in an area. This visual overload often leads to the public and customers tuning out and ignoring the signs. The signs are regarded as a nuisance and of no interest. This negative effect on the customer is the opposite response the business hopes for with the signage.

A municipality's sign by-law attempts to balance the needs of businesses to use signs for identification and advertising with the broader interests of the community for safety, design quality and aesthetics which seek to support an attractive appearance and image for the community.

Municipal economic development programs usually acknowledge this balance. They consider quality of life and community character as important and positive factors contributing to the economic health of a community.



Signs in a community need to be attractive and useful to residents, businesses and visitors. This shared purpose is recognized by successful communities where sign by-laws are seen as an important factor contributing both to the visual character and image of the city. They are also important for businesses and a contributor to the city's economic development.



Clearwater Florida: Before & After Sign Regulations

1.2 Sault Ste. Marie Sign By-law

By-law 2005-166 is Sault Ste. Marie's current Sign By-law. It regulates most types of signs located on private property and generally prohibits the location of signs on the public road allowance.

The current Sign By-law has evolved over several decades. Its origins are in past regulations from various Zoning and Building By-laws, dating back many years.

Council enacted the core parts of the current Sign By-law in 1976 and passed other amendments in 1976. Provisions for portable signs were passed in 2005 and amendments for digital signs were passed in 2012.

The Sign By-law's current structure and content is the product of an amalgam of these earlier by-laws.

Unfortunately, the core aspects of the Sign By-law remain largely unchanged from its predecessor and parent by-laws. These somewhat outdated rules for signs do not reflect the current prevailing approaches and municipal best practices signs. As a result, Sault Ste. Marie is at a relative disadvantage to other municipalities when it comes to fully achieving its goals regarding community development and improvement particularly with respect to community appearance and the visual quality of the public realm.

Responses received from the public in a survey of their opinions about signs in Sault Ste. Marie suggest the City's current sign regulations are not resulting in signs the public views positively. Such negative perceptions by the public of the signs erected by businesses locally do not benefit the businesses with poor signs and should be a concern.



Sault Ste. Marie's current Sign By-law has several weaknesses and shortcomings.

- Lacks a unified vision for signs in the community with no explicit objectives for a desired visual character related to signage in Sault Ste. Marie;
- Poor structure and organization making it hard to understand and use;
- Inconsistent terms and definitions create unnecessary uncertainty and the ad hoc need for interpretation of the by-law's intent;
- Outdated approach to the regulation of most types of signs, for example:
 - Minimal distinction between sign types;
 - Minimal or no restriction on sign size, number, degree of animation and visual effects;
 - Provisions that result in what are intended to be temporary signs becoming in practice permanent signs;
- Confusing array of discretionary approvals for relief from Sign By-law;
- Superfluous and redundant rules that duplicate or overlap with the controls found in other by-laws or codes.



The shortcomings of the City's current Sign By-law increases the likelihood that signs in Sault Ste. Marie will be too big, too many and inappropriately located due to the absence of suitable and necessary regulations.

The current review of the Sign By-law is the opportunity to comprehensively review the By-law in order to improve performance and achieve a better match with current needs and community expectations.

2.0 SIGN TYPES

This section presents an overview of the typical sign types found in Sault Ste. Marie and municipalities in general. It is intended to provide a common understanding and language for dealing with signs.

Signs can be categorized based on the main physical characteristics that distinguish them from one another with respect to:

- The length of time or duration the sign will be used to display its message, i.e., permanent or temporary;
- The party to which the message on the sign refers, i.e., first or third party;
- Whether the message on the sign or sign copy is permanent or changeable.

The foregoing attributes along with sign function are the core parameters municipalities use for the structure and content of their sign by-laws.

2.1 Permanent Signs

A permanent sign is intended to remain in place and unchanged indefinitely. It is usually anchored in the ground on a property or attached to a building, generally to the wall of the building.

The main types of permanent signs include ground, wall, canopy and awning, projecting and roof.

Ground Signs

Ground signs are permanently anchored in the ground by a base or foundation.



Ground signs are usually placed perpendicular to the street to be visible to vehicular and pedestrian traffic.

They can display signs for one or more businesses located on the property.

Wall Signs

Wall or fascia signs are attached to the wall of a building and generally face the street.



Wall signs can be in the form of a sign box or individual letters often referred to as channel letters.

Awning and Canopy Signs

Awning and canopy signs usually are mounted on the main facade of a building often in above a main entrance to the building.



Sometimes the awning or canopy provides weather protection for pedestrians.

Projecting Signs

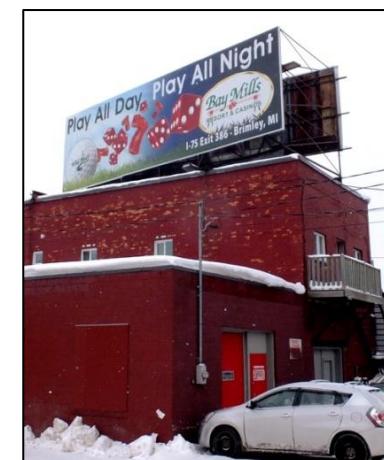
Projecting signs extend beyond the building facade and may overhang a public sidewalk.



Projecting signs supplement and are secondary to wall signs on a building. They are usually human in scale and can enhance the pedestrian realm. This is especially true in urban contexts such as traditional downtowns or shopping streets where building facades line the public realm.

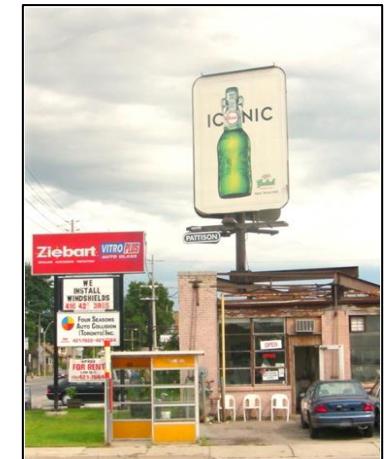
Roof Signs

Roof signs are located on the roof of a building. They rely on height and sometimes size for visibility.



Roof signs depend on the building below them to rise above the height of nearby buildings and the signs located below on the ground or building.

By their nature, roof signs are rarely able to be integrated with the design or architecture of the building below them.



2.2 Temporary Signs

A temporary sign is intended to be displayed for a limited period of time, i.e., it is not permanently on display. Temporary signs are intended to supplement not substitute for or replace permanent signs.

Temporary signs are generally used to give notice of a special event like a grand opening, a special sale, or provide other time sensitive information.

Temporary signs are typically some type of portable sign because most of these signs are intended to be easily removed at the end of the display period.

The main kinds of temporary and portable signs include banners, A-Frame signs or sandwich boards, and mobile signs.



Mobile or Portable Sign



Temporary Sign



A-Frame or
Sandwich Board Sign



Banner Sign

2.3 First and Third Party Signs

A first party sign is a sign whose copy refers to the use or activities located on the site or property where the sign is located. These signs generally are used by a business to identify itself to the public.



First Party Signs

A third party sign is a sign whose copy or message refers to a use or activity not located on the site or property where the sign is located.



Third Party Signs

The most common third party signs take the form of advertising signs commonly referred to as billboards. These outdoor advertising signs usually advertise a business not located where the billboard is located.

Billboards are usually ground signs but can also be found attached to the wall of a building or mounted on the roof.

2.4 Changeable Copy Signs

Most signs contain copy that does not change. For example, the copy on a ground or wall sign usually identifies the business and does not change unless a different or new business occupies the premises

Signs can be designed to be capable of having the copy and messages change. The portion of a sign with changeable copy is sometimes referred to as a readograph or message board.

The copy change is done by physically changing the letters and words in one part of the sign or in some cases, across the entire sign.



Message Board in Ground Sign

Portable signs often consist of 100% changeable copy. Signs commonly referred to as mobile signs are one example of this kind of changeable copy sign.



Portable or Mobile Sign

Changes in the text of a message can also be done electronically when the sign contains an electronic display. In some cases, the entire sign is an electronic display allowing the entire sign face to change its copy. The sign's display is controlled by computer software and can be managed remotely.



Electronic Message Boards in Ground Signs

The pictures above show how an electronic message board when incorporated into a permanent sign can serve the function of a temporary sign and display changeable copy thereby removing the need for a temporary or portable sign on the site. This sign consolidation reduces the sign clutter on a property.

2.5 Digital Electronic Signs

In recent years, the electronic displays in signs have become capable of displaying more than the traditional monochrome letters and numbers. These new electronic displays can now display full colour images in high resolution.

This electronic copy can be static, i.e., a series of slides displayed for a fixed time interval or it can be fully animated as in a video.

These electronic signs are often referred to as digital signs. They are simply large outdoor video screens and can display anything that can be viewed on a television or computer monitor.

In many communities, the most common digital signs take the form of large outdoor advertising billboards. These digital billboards are third party advertising signs. They tend to located along high traffic corridors to take advantage of their exposure and visibility to large numbers of potential viewers.



Digital signs have also begun to appear in first party signs.

In these applications, the digital sign is used to display changeable copy as in a readograph or message board. However, in this case the electronic screen allows the changeable copy on the sign to include full colour images or videos.



3.0 FEATURES OF GOOD SIGNS

This section describes generally accepted factors and sign characteristics that create a good sign and an effective signage program.

Visual character, physical appropriateness, and quality of the sign are factors that work together to create good signage for a business and by extension for the overall community.

These factors can also act as criteria for assessing the relative quality of signs. They also provide an organizing framework for developing the content of the new Sault Ste. Marie sign by-law.

3.1 Visual Character

A good sign respects and reinforces the prevailing physical character of its surroundings. Accordingly, a good sign should:

- Look like it fits its surroundings;
- Be appropriate to the associated use and immediate context;
- Contribute to rather than detract from its surroundings;
- Help define the character of a place in a positive manner.



The importance of good signs that respect their surroundings is evident in the corporate signage programs of many multinational companies. They generally are sensitive to their local community and in tune with their surroundings.



For example, these companies install non-standard signage in locations where it is warranted. This adjustment to smaller scale and more discreet signs on historic buildings or in heritage areas shows they understand that “one size fits all” is not an appropriate approach for dealing with the diverse settings and that exist in cities.

In other cases, the context may warrant over the top signage where it suits the location or municipal objectives. Times Square shown below, is an example of where large, bright, and animated signs are a defining characteristic of the area’s intentionally desired sense of place; however, such signage would be out of place in other settings.



Yonge-Dundas Square in Toronto is another example of a public space deliberately planned to have its character defined by large signs.

3.2 Appropriate and Suitable

People generally judge signage to be bad or inappropriate because of one or more the following:

- Too many signs on a property, building or in the area;
- The sign is poorly designed, fabricated or maintained;
- The sign is out of scale with the property, building or its surroundings;
- The sign is located in the wrong or an unexpected place;
- The sign detracts from public safety.



People generally describe signage as good and attractive when:

- The sign looks suitable in its location;
- The sign fits the immediate context of the area, the property, and the building;
- A wall sign is integrated with a building's design and architecture;
- The size, height, scale, setback, lighting, location and type of sign are appropriate;
- The sign complements rather than overwhelms its surroundings and context.



3.3 Quality

Signs are highly visible parts of the public realm in a community. The public realm includes exterior places and those elements of a community's built form that are physically or visually accessible to the public. In a city this includes streets, walkways, waterfronts, view corridors, landmarks and the exterior of buildings.

The visual quality of signs in a city is therefore an important factor defining the overall quality of a community and its public spaces. In turn, the visual reality of the signs an individual sees in a place creates that person's memory and qualitative impression of a place. These can be good or bad, depending on the quality of the signs encountered.



In this regard, a good sign should achieve the following:

- Through its design and materials, contribute positively to the public realm;
- Not create or contribute to a confusing or unattractive streetscape and public realm;
- Be consistent with the municipality's planning and community design



Petoskey MI

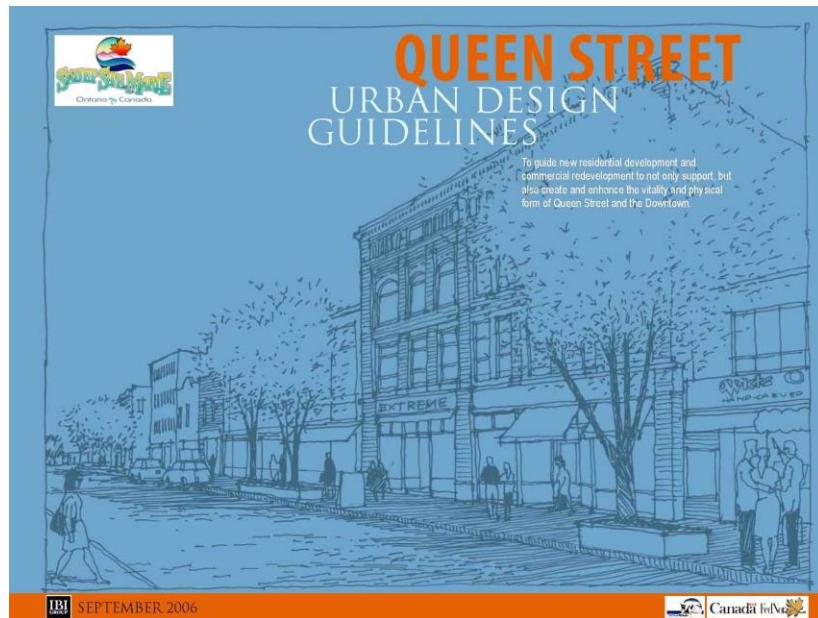
Communities that seek to create and maintain quality in the visual character of their city's public realm, generally acknowledge the foregoing features as characteristics of good signs. They are also the signage outcomes these communities expect from their local sign regulations.

As described later in Section 4.3, a public survey about signs was completed as part of this review. Many of the responses received from the public in Sault Ste. Marie confirm the importance of these factors in their assessment of what constitutes good signage and by extension appropriate sign regulations.



3.4 Existing Sign Guidelines in Sault Ste. Marie

City Council in February 2014 approved a Community Improvement Plan as part of a Downtown revitalization strategy. One objective of this strategy is to cultivate a sense of place Downtown that is supported in part by streetscape and public realm amenities. To this end, the City initiated a Facade Improvement Grant. This financial support is for aesthetic improvements to the exterior of buildings.



These facade improvements are to be consistent with the design guidelines prepared for the Community Improvement Plan and specifically the guidelines for signs Downtown on Queen Street.

The urban design and sign guidelines for Queen Street echo several of the factors mentioned earlier as characteristic of good signs. They include:

- Signage controls should encourage individuality and creative expression within a graphic framework appropriate to the character of the Downtown District;
- Sign placement should complement Downtown's character and scale;
- Signs should be designed as an integral yet noticeable part of a building's overall design;
- Signs should be designed to be a good neighbour on their block;
- Signs should not obscure important architectural details;
- Signs should be compatible with the architectural design of a building's facade;
- Prolonged use of temporary signs is discouraged;
- The location and scale of new billboard's Downtown should be considered.

These guidelines for signs in Downtown Sault Ste. Marie are consistent with and reflect the best practices implemented by other cities in their sign regulations.

4.0 PUBLIC CONSULTATION

To date, three opportunities for public input on the review of the Sault Ste. Marie Sign By-law have been completed.

4.1 Stakeholder Meetings

At the start of the review, a series of meetings were held with stakeholders that have a specific interest in signs. This included the owners of local sign companies, the Chamber of Commerce, Tourism Sault Ste. Marie, and the Downtown BIA.

The meetings gave stakeholders an opportunity to become familiar with the Sign By-law review, comment on what they saw as matters requiring attention, and have their questions answered.

Input received included:

- The need for sign regulations that achieve better quality signs and improve the appearance of commercial areas and streets in Sault Ste. Marie;
- A request for information on the sign regulations of other cities to help decide what would be appropriate for Sault Ste. Marie; and,
- Consensus among sign companies that the current sign by-law's regulations do not require change.



4.2 Public Open House

In April 2014, a public open house was held. The purpose was to provide the public with background on the review, present options for regulating signs in Sault Ste. Marie, and obtain comments and feedback.

Attendance at the open house was limited to the owner of a local sign company who suggested the current Sign By-law did not require any change.

4.3 Public Survey

In response to the low attendance at the April public open house, an online public survey was initiated to provide a further opportunity for public input.

The purpose of the public survey was to identify:

- The top sign issues in Sault Ste. Marie;
- The public's opinion of the aesthetics associated with different types of signs;
- Suggestions for improvements to the current Sign By-law.



The survey was advertised in the Sault Star, Sootoday and on the City's website. A public terminal to complete the survey was available at the John Rhodes Centre.

The survey was also sent to stakeholders including the Chamber of Commerce, local sign companies, Tourism Sault Ste. Marie, City staff, and local community groups.

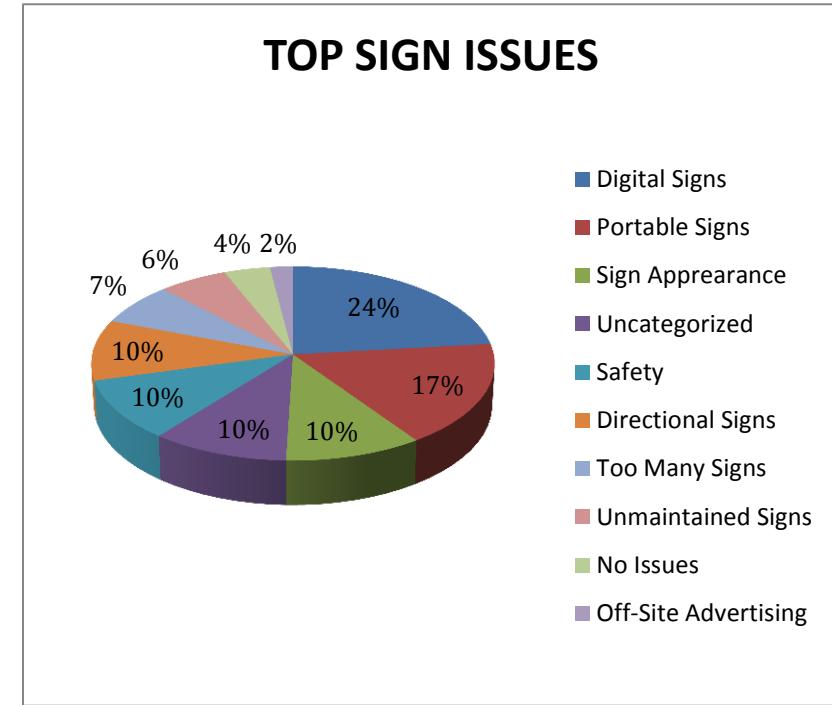
A total of 149 complete responses to the survey were received. Based on survey responses, the top local sign issues in Sault Ste. Marie are, in order:

1. Digital signage and associated concerns about distraction and safety.
2. The proliferation of portable signs and the impact on community appearance.
3. The overall aesthetics, design and/or size of signs, separate from the concern about portable signs.
4. Safety concerns unrelated to digital signs but with regard to signs being too close to the roadway and blocking sightlines for drivers and pedestrians.
5. Too many signs in general in Sault Ste. Marie.
6. Concern about signs that are unmaintained or abandoned.

The survey also asked respondents to name the municipalities they felt had good signage. Petoskey and Traverse City Michigan were the top municipalities from the USA. Toronto and London were the top Ontario municipalities mentioned.

The municipalities that respondents identified with good signage differ from Sault Ste. Marie in two ways:

- These municipalities have more restrictive sign by-laws than Sault Ste. Marie;
- They prohibit many of the types of signs currently permitted in Sault Ste. Marie;



- Their sign by-laws are not as old as the Sault Ste. Marie sign by-law suggesting they have been regularly reviewed and contain more contemporary standards.

The survey provides useful opinion information about the priority issues of the public in Sault Ste. Marie with respect to signage. The survey responses also provide an indication of the kinds of municipal sign regulations that respondents consider will result in good signage in Sault Ste. Marie based on their experiences of the type and quality of signs they have observed in other cities.

Appendix 'A' contains a comparative overview of the sign regulations of other Ontario and Michigan cities. It illustrates how Sault Ste. Marie's current sign regulations compare with those of other cities, including cities named in the survey as having good signage.

4.4 Addressing the Sign Issues Identified in the Public Survey

The survey identified several issues that can be addressed in a new sign by-law. The kinds of sign regulations that can deal with these issues are further described in the following sections. All of these kinds of sign regulations are in use by North American cities.

Digital Signage

The majority of digital signs in Sault Ste. Marie have been installed in the Downtown with a few located in other parts of the City. Digital signs received the most comments of all sign types in the public survey.



The most frequently mentioned concern about digital signs was the risk to safety they might represent. Digital signs were described as being distracting, too bright, or displaying too much movement.

The concerns expressed by the public relate directly to the characteristics of digital signs that differ from the characteristics of traditional signs. These differences are technology related and correspond to the use of electronic display screens to function as the sign itself.

Generally, it is the manner in which the electronic display is used that creates concerns. Since digital signs rely on brightness and movement to capture attention, these create the most concerns for the public.

Municipal sign by-laws address these digital sign characteristics with regulations intended to limit the negative impacts created by the inappropriate or poor use of electronic display screens in digital signs. Such municipal regulations for digital signs address the following:

- Prohibiting or limiting movement and animation in digital signs;
- Setting maximum brightness levels for digital signs;
- Regulating the location of digital signs in relation to traffic corridors and sensitive land uses like residential or open space areas.

Sault Ste. Marie Council in 2012 amended the sign by-law to introduce regulations for digital signs. Digital signs must display only static copy for a minimum 15 seconds, i.e., no movement or animation. The by-law sets a maximum brightness for the sign and applies setbacks from other signs and traffic intersections. These regulations are appropriate for digital signage.

Portable Signs

Portable signs were ranked as the top signage issue in Sault Ste. Marie and received the second highest amount of comments from the public.

Two comments were made most frequently:

- There are too many portable signs and portable signs are not attractive in appearance.
- Portable signs are “cheap looking”, “unappealing” and “a major eyesore.”

Related to these comments, many respondents objected to the widespread use of multi-coloured lettering on the black background of portable signs.

Regulations that would address these concerns of the public include:

- Limiting the number of portable signs on a property;
- Setting a minimum spacing between portable signs and other signs;
- Limiting the amount of time a portable sign can be displayed and the number of portable signs a business can display over the course of a calendar year;



- Permitting only one colour for the lettering on a portable sign.

Sign Design and Aesthetics

Respondents expressed general concerns with the design and size of signs they see in Sault Ste. Marie. Signs were found to appear to be poorly constructed and generally unattractive.

Appropriate sign regulations related the location, size, and number of signs can go a long way toward creating a framework that improves sign design and overall community aesthetics. This is complemented by sign owners and businesses that place a priority on appropriate sign design as a positive factor in the image and success of the business.

Safety

Concerns related to safety dealt with signs located too close to the roadway and distracting. Another concern was signs that block the sightlines for motorists and pedestrians at driveways and other locations.

The new sign by-law can address these safety concerns with regulations that:

- Prohibiting the location of signs within sight triangles at street intersections and driveway entrances (as per zoning by-law sections 4.8.1, 7.3.2.1 and Table 14);
- Setting a minimum setback from the street line for signs.

Too Many Signs

Some respondents felt there were too many signs in Sault Ste. Marie overall or on properties, e.g., "signage is cluttered, makes our entrances into the city look shabby", "too much and too busy", "why do businesses require so many different signs on the same lot?"

These comments describe the visual clutter created when too many signs are installed on a property or in an area. As the comments demonstrate, this sign clutter creates visual blight and is considered to have a negative impact on the city.

The visual clutter from too many signs is controlled through regulations that:

- Limit the number of signs on a property;
- Set minimum separation distances between signs.

Sign Maintenance

Respondents commented negatively on derelict signs that have not been removed from a building or lot. Other comments were made about run down signs that are poorly maintained or need repair.

Sault Ste. Marie has standards for the maintenance of buildings and properties. This ensures that minimum standards of upkeep and repair are maintained by the owners in the interest of community appearance. It is appropriate to treat signs in the same manner and include regulations in the new sign by-law that address the proper upkeep and maintenance of signs.



5.0 SIGN BY-LAW FRAMEWORK

This section of the discussion paper sets out a framework for a new Sault Ste. Marie sign by-law. The framework describes approaches to regulating signs in Sault Ste. Marie based on the findings of this review and community input received.

5.1 Vision Statement for Sign By-law

A vision statement for the new Sault Ste. Marie sign by-law is proposed. The vision statement declares Sault Ste. Marie's goals for signs in the community and the outcomes the city would like to achieve through the new sign by-law.

Sault Ste. Marie already recognizes the importance of good community aesthetics and how the visual quality of its physical setting and surroundings play a role in the city's identity and economic development.

This intent is found in Sault Ste. Marie's slogan "Naturally Gifted" which the city uses to promote itself.

The following vision statement is considered to be consistent with this core message and provides an appropriate basis for a new sign by-law for the city:



Sault Ste. Marie Council regulates signs to:

- *Protect and enhance the aesthetic qualities and visual character of the City;*
- *Create signs whose characteristics are appropriate to their use and context;*
- *Prevent signs that impact the safety of pedestrians or motorists;*
- *Balance opportunities for business expression with the interests of the public and community.*

5.2 Sign By-law Priorities

Sault Ste. Marie contains thousands of signs erected by the City or other public body and signs erected by persons and businesses. Flowing from the Vision Statement, a priority ranking for this collection of signs helps establish the relative importance of different types of signs by function for purpose of the sign by-law.

Priority 1: Signs for Government Purposes

- Traffic Management & Control
- Safety Warnings
- Street and Directional Signage
- Official Signs

Priority 2: Identification Signs for Business

- Sign identifies business at its location

Priority 3: Third Party Advertising Signs

- Sign advertises a business, product or service located elsewhere

Section 102 of the Municipal Act directs municipal councils to “pass such by-laws and make such regulations for the health, safety, morality and welfare of the inhabitants of the municipality.” Based on this power, municipalities across Ontario enact by-laws to advance the general public interest of their communities.

The signage priorities presented for Sault Ste. Marie serve to frame how municipal sign regulations and their operation should be ranked in importance with respect to the broad and general public interest of the Sault Ste. Marie community.

5.3 Sign By-law Proposals

This section of the discussion paper presents approaches for regulating different types of signs in Sault Ste. Marie. These include:

- Permanent signs;
- Temporary signs;
- Changeable copy signs;
- Prohibited signs.

Each sign type is described with respect to intended outcomes and the associated regulations consistent with achieving that outcome.

5.3.1 Permanent Signs

The following section deals with six types of permanent signs: wall sign, canopy and awning sign, projecting sign, window sign, ground sign, and billboard sign.

5.3.1.1 Wall Sign

Outcomes for Wall Sign

- Primary identification for a building or premises;
- Pedestrian oriented in size and location;
- Compatible in scale and proportion with the building and its facade;
- Enhances the visual quality of a building's facade;
- Does not dominate a building's design or facade;
- Integrates with its context with respect to size, shape, colour and lighting;
- Achieves a unified appearance with adjoining buildings;
- Visually coordinates with other signs on the building or property.



Standards for Wall Sign

- Maximum sign area: 25% of the first storey facade;
- Maximum height: Lesser of 4.5 metres or the base of windows on the any storey above the ground floor;
- Wall sign cannot project above the roofline of a building.



The key factors determining an appropriate wall sign are its size and location in relation to the building facade on which it is located. Since a wall sign is a component of the facade, its design and

physical characteristics are key factors for identifying the premises in a manner that is visually compatible with the building's facade.

It is proposed that the sign area of a wall sign be in proportion to the size of the wall on which it is located. Wall signs generally are located at the level of the ground floor of a building to correspond with the location of the business or activity in the building associated with the sign.

The following diagrams illustrate three alternatives for setting the maximum area of a wall sign in proportion to the building facade.



15% of Building Facade



20% of Building Facade



25% of Building Facade

5.3.1.2 Canopy & Awning Sign

Outcomes for Canopy & Awning Sign

- May provide weather protection for pedestrians;
- May visually embellish the wall, windows and entrances of a building;
- Does not impede the safe passage of pedestrians beneath the sign;
- Is suited to its purpose and function.



Standards for Canopy & Awning Sign

- Treat canopy sign like a wall sign for purposes of sign area;
- Do not permit a wall sign in association with a canopy sign;
- Maximum awning sign area: 50% of the area of the awning;
- Minimum 2.75 metres vertical clearance above grade.

5.3.1.3 Projecting Sign

Outcomes for Projecting Sign

- Pedestrian oriented in size and location;
- Generally a secondary sign to a wall sign;
- Pedestrian in scale and character;
- Complements other signs attached to the building when present;



- Generally placed perpendicular to the wall to be visible to passing pedestrians.

Standards for Projecting Sign

- Maximum one projecting sign per premises on a facade facing a street or lane;
- Limited to occupancy located on the ground floor;
- Maximum sign area: 1.0 m²;
- Minimum 2.75 metres vertical clearance above grade.

5.3.1.4 Window Sign

Outcomes for Window Sign

- Complements but does not replace a wall sign;
- Is secondary signage on a building facade;
- Does not obscure the building's front facade;
- Covers a small portion of the glazing in a building's facade;
- Maintains an appropriate degree of visibility and views between the public realm and the building interior.



Standards for Window Sign

- Maximum window sign area: 20% of glass surface within a frame.

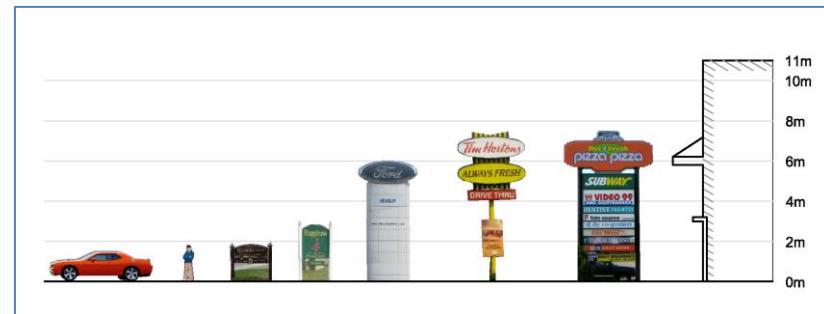
5.3.1.5 Ground Sign

Outcomes for Ground Sign

- Primary identification sign for a lot or property;
- Integrates with its context on the lot with respect to size, shape, location, colour and lighting;
- Size, scale and height are in proportion to the size of the property and the lot frontage on a street;
- Visually coordinates with other signs on the property and buildings;
- Does not impede the safe passage of pedestrians or vehicles;
- Does not block views related to safe pedestrian or vehicular access;
- Does not contribute to the excessive proliferation of signs along a street;
- Is located an appropriate distance from lot lines, other ground signs, buildings, and trees in order to be visible and not block other signs.



The following diagram illustrates the relative heights of ground signs ranging from about 1.5 m to 7.5 m in height.



5.3.1.6 Billboard Sign

Outcomes for Billboard Sign

- Provides advertising for products, services or activities not available on the property or premises where the billboard is located;
- Integrates with its context with respect to size, shape, and lighting;
- Maintains appropriate spacing from other billboards to avoid clustering and the concentration of billboards along a street or in an area;
- Maintains visual quality in the public realm;
- Does not interfere with public safety or traffic operations.



Standards for Ground Sign

- Maximum sign area: 0.3 m² for each 1.0 m of lot frontage;
- 15 m² maximum sign area
- 1 ground sign for each 200 m of a lot's frontage on a street;
- Maximum height of 1.5 metres to 8.0 metres depending on land use and zoning.

Standards for Billboard Sign

- Maximum sign area 20 m²;
- Maximum height: 8.0 metres;
- 75 m minimum separation from any other billboard;
- Not permitted within 75 metres of lands zoned residential
- Permitted on lands zoned commercial or industrial.

5.3.2 Temporary Signs

The following section deals with temporary signs. These are signs not permanently erected on a property or building. They are easily removed when their display period has ended.

Four classes of temporary sign are proposed, reflecting the different uses and purposes these signs serve as well as the range of temporary signs sold and leased by sign companies.

1. Sandwich Board Sign: A sign constructed in the shape of an "A" or triangle and intended to be relocated daily by one person.
2. Banner Sign: Composed of lightweight flexible material attached to a building or structure.
3. Mobile Sign: A sign not designed to be affixed to any land or building with any degree of permanence and consisting of a supporting device designed to be transported from one property to another.
4. Special Purpose Signs: Temporary signs with a particular time limited purpose, e.g., election sign, real estate sign, contractor sign.

Outcomes for Temporary Sign

- The sign is temporary and not intended to substitute for a permanent sign;

- The temporary sign is secondary to other permanent signs on the premises;
- Located entirely on private property and not on any part of the public road allowance or the municipal street right-of-way;
- Is not located so as to interfere with the safe operation of vehicular traffic or with the safety of pedestrians;
- Not illuminated and contains no animation;
- Not located on vacant land;
- Does not display third party advertising.

Standards for Sandwich Board Sign

- Maximum one sandwich board sign per property;
- Located on the property or premises where the business is conducted;
- Removed at the close of business daily and stored indoors;
- Maximum sign area: 1.0 square metre per sign face;
- Maximum two sign faces;
- Not erected on a property if the same business holds a valid permit for a mobile sign;
- Does not obstruct pedestrian movement or impede a pedestrian's or driver's view of any vehicular access point or traffic control sign or device.



SAULT STE. MARIE NEW SIGN BY-LAW PROJECT

Standards for Banner Sign

- One banner sign per premises;
- Only located on the front wall or facade of a building;
- Maximum sign area: 6.0 square metres;
- Maximum display period: banner sign permit valid for 21 consecutive days.



Standards for Mobile Sign

- Maximum sign area: 5 square metres;
- Maximum two sign faces;
- Maximum height: 2.5 metres above ground level;
- Maximum width: 3.0 metres;
- White, black or yellow characters on a solid black or white background;
- Minimum 1.0 metre setback from the street line;



- Minimum 25 metres separation distance between any mobile sign located on the same lot or an adjoining lot;

- Maximum display period: mobile sign permit valid for 30 consecutive days;
- Maximum three mobile sign permits issued for a business location in a calendar year;
- Minimum 21 day hiatus period before a subsequent mobile sign permit can be issued for the same business location.

Standards for Election Sign

- Located only on private property;
- Erected with the consent of the owner of the property
- Maximum sign area: 1.5 square metres;
- Maximum height: 2.0 metres above ground level;
- Not displayed for a federal or provincial election until the date the writ of election is issued;
- Not displayed for a municipal election or referendum until 25 days before voting day;



- Removed within 72 hours after the completion of voting on voting day;
- Does not apply to election signs at a candidate's campaign office.

Standards for Real Estate Sign

- Only display content advertising the sale, rent or lease of a property or premises where the sign is located;
- Maximum sign area: 1.0 square metre for a residential property and 4.0 square metres for a non-residential property;
- No more than one real estate sign facing each public street bordering the property.



Standards for Contractor Sign

- Located only on the property where the contractor is conducting construction, renovation or maintenance;
- Maximum sign area: 1.5 square metres;
- Removed within 7 days following completion of the construction, renovation or maintenance project.



5.3.3 Changeable Copy Signs

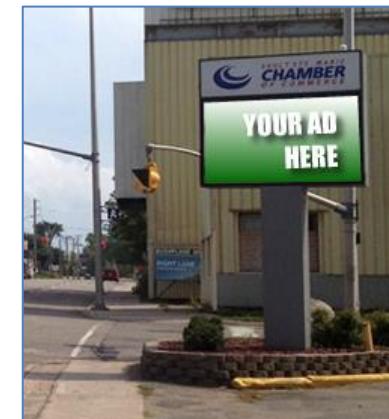
The following section describes an approach to signs that display changeable copy. These types of signs change their copy mechanically or electronically.

Standards for Changeable Copy Sign (Non-Electronic)

- Maximum 30% of the permitted sign area of a ground or wall sign;
- No portable sign may be located on a lot with a changeable copy sign.
- No third party advertising.

Standards for Changeable Copy Sign (Electronic Message Board)

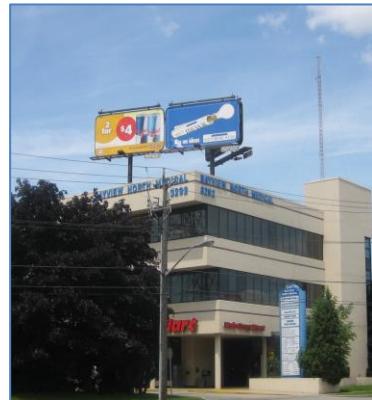
- Maximum 30% of the permitted sign area of a ground or wall sign;
- Minimum 75 metres spacing from another Electronic Message Board
- No animation or visible effects;
- Minimum 15 second display of copy;
- Subject to sign brightness regulations for digital signs;
- No third party advertising.



5.3.4 Prohibited Signs

Several types of signs are proposed to be prohibited because they undermine the intent of the sign by-law to promote an attractive community without visual clutter or they affect public safety. Types of signs proposed to be prohibited in the future include:

- Roof sign;
- Vehicle or trailer parked solely for the purpose of advertising;



- Abandoned sign;
- Sign attached to a tree;
- Sign which obstructs the utilization of a parking space required to comply with a zoning by-law;
- Sign located within a visibility triangle;
- Sign located within a public road allowance unless otherwise permitted by a city by-law;

Existing signs legally erected but prohibited by the new sign by-law may remain provided they were originally erected legally.

5.3.5 Posters

Posters are placards, notices, handbills, leaflets and similar types of signs displayed for a temporary period of time. They are frequently affixed to utility poles, traffic signs, utility boxes and other objects within the public road allowance. High traffic pedestrian areas and traffic intersections generally attract the most posterizing.

Indiscriminate posterizing on streets can contribute to the appearance of clutter in the public realm.



The Supreme Court of Canada in 1993 unanimously struck down a municipal by-law that prohibited posterizing on public property such as hydro poles (*Ramsden v. Peterborough (City)*). The Court held such a prohibition was overly broad and violated the Canadian Charter of Rights and Freedoms. Municipalities could regulate but not prohibit posterizing.

Municipalities that regulate where posters may be placed, generally limit their location to locations on utility poles with poster collars or on community poster panels. This approach provides opportunities for posterizing in a manner that allows the municipality to prevent the creation of unsightly streetscapes.



The municipality is responsible for the installation and maintenance of the approved postering locations. This includes regularly clearing the posters from the authorized postering surface.

Options for Posters

1. Do not regulate posters;
2. Declare public spaces as inappropriate locations for advertising and provide options:
 - a) Limit posters to utility poles with collar sleeves;
 - b) Permit posters on public message boards or kiosks.

Options 2 (b) and (c) are sometimes both used by cities. Some cities implement community message boards through their street furniture and transit shelter contracts.



By regulating where persons can place posters, municipalities are able to prohibit them from defacing other objects in the public realm such as traffic signs, utility boxes, mailboxes, etc. This promotes a more attractive public realm without infringing on protected rights of expression.

Standards for Posters

- Posted on an municipal public message board;
- Maximum size: 25 cm by 28 cm (8.5" by 11");
- Must show date of posting and contact information;
- Maximum one poster conveying the same information;
- Cannot be displayed more than 30 days before the advertised event;
- Must be removed 5 days after the event or the date of posting;
- Municipality can remove any poster that does not comply.

5.3.6 Existing Non-Complying Signs

A lawful sign is one that has been erected in compliance with the applicable regulations. For example, a sign that has been erected without a required permit or a sign that exceeds the maximum permitted height is not lawful.

There are existing signs in Sault Ste. Marie that were erected many years ago that may not comply with the regulations of the new sign by-law. Any new sign regulations cannot apply retroactively to a legally erected existing sign.

Consistent with this principle, the new sign by-law will contain provisions addressing the status of existing signs that may not comply with the new sign by-law in the future.

Regulations for Existing Signs

An existing sign that does not comply with the new sign by-law may continue to be displayed provided:

- The sign was lawfully erected;
- The sign continues to comply with the sign by-law regulations in effect at the time of its erection;
- Changes to the sign are limited to normal maintenance.
- The sign is not removed or materially altered.



6.0 CONCLUSION

This discussion paper presents a framework for a new Sault Ste. Marie Sign By-law. Approaches to new sign regulations for Sault Ste. Marie are described. They are intended to address the signage issues identified in the public survey as well as the gaps in the City's current sign by-law.

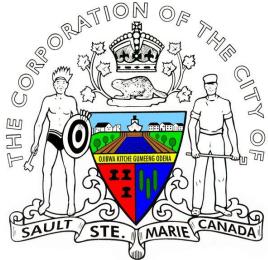
Further information and comments on the proposals for a new Sign By-law should be submitted to:

Peter Tonazzo, MCIP, RPP
Planner
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

705.759.2780
p.tonazzo@cityssm.ca

Following the receipt of comments and public information sessions, a draft of the new sign by-law will be prepared for the consideration of City Council.





DRAFT City of Sault Ste. Marie Sign By-law Survey Results

PURPOSE

The purpose of the survey is to identify:

- The top sign issues in Sault Ste. Marie
- The public's opinion of the aesthetics of various types of signage.
- What ideas the public may have to improve the way signs are currently regulated.

The data gained from the survey will be utilized to determine the general regulatory framework for the new signs by-law.

METHODOLOGY

- The online survey was designed utilizing 'Survey Monkey' and advertised in the Sault Star, Sootoday and on the City's website. A public terminal to fill out the survey was also available at the John Rhodes Centre.
- The survey was sent out to various stakeholders including, the Chamber of Commerce, local sign company owners and employees, Tourism Sault Ste. Marie, city staff and other local groups.
- The key questions asked respondents to identify what they felt were the top local sign issues. These questions were purposely designed to be open ended. Although this format is more difficult to analyse and more cumbersome for respondents to complete, the open ended format helps to ensure a 'true result' in that the questions are not 'leading' in any way.

GENERAL FINDINGS

Based upon survey results, the top local sign issues (in order) are:

1. Digital signage and distraction/safety concerns related thereto.
2. The proliferation of portable signage and the aesthetic impacts thereto.
3. The overall aesthetics, design and/or size of local signage, not including concerns related to portable signage.
4. Safety concerns not related to digital signage, for example, too close to the roadway and blocking sightlines
5. Too many signs in general
6. Derelict or unmaintained signage which remains in place.

Top Sign Issues

Total Combined Responses			Top Sign Issue		Another Important Sign Issue	
Category	Responses		Responses		Responses	
1. Digital Signage	60	23%	38	26%	22	20%
2. Portable Signage	45	17%	41	28%	4	4%
3. Aesthetics/Design/Size	27	10%	6	4%	21	19%
4. Uncategorized	26	10%	12	9%	14	15%
5. Safety Concerns	26	10%	10	7%	16	15%
6. Directional Signage	26	10%	17	11%	9	8%
7. Too Many Signs	17	7%	10	7%	7	6%
8. Unmainted Signage	16	6%	8	5%	8	7%
9. No Issues	10	3%	6	3%	4	4%
10. Off-site Advertising	6	2%	1	0.7%	5	5%
Total Responses	259		149		110	

1. Digital Signage

The survey results indicate that digital signage was the greatest concern among respondents. In nearly half of all cases, safety was cited as the main concern related to digital signage. Common concerns included 'distracting', 'too bright' and 'too much movement'.

2. Portable Signage

Portable signage was the second greatest concern among respondents. In almost all cases, respondents noted that there were too many and that they did not like the appearance of portable signs. Comments included 'cheap looking', 'unappealing' and 'a major eyesore'. In addition, there were numerous comments noting appearance concerns related to portable signs with 'multi-coloured lettering on a black background'.

3. Aesthetics/Design/Size

Overall aesthetics, design and size of local signage was also cited by respondents as an important issue. Such concerns do not include those in relation to portable signage, where aesthetics was cited in almost all cases. Common non-portable related aesthetic concerns included 'too many homemade signs' and 'too many poorly constructed signs'.

4. Uncategorized/Miscellaneous

Given the open ended nature of the first portion of the survey, the results included a number of uncategorized or miscellaneous responses. Such responses were often vague, and could likely be attributed to a certain category, however where staff were not certain, comments were maintained as 'uncategorized'. There was also more than one comment noting that the city should change it's 'population sign'. Other comments simply referenced particular issues with particular signs within the city.

5. Safety

Safety was also a main concern. The responses shown in the table above does not include safety concerns in relation to digital signs. Those who cited safety as a top sign issue felt that many signs were 'too close to the roadway' and 'distracting'. In some cases respondents also felt that signage was placed too close to access points blocking sightlines.

6. Directional Signage

Concerns related to directional signage were related to public realm signage, such as street signs, traffic safety signs, and road signs to help tourists navigate through the city. Local 'tourism directional signage' was also cited as a concern, noting that the signs have faded and need to be replaced.

7. Too Many Signs

Some respondents felt that there were too many signs in general. Comments included, 'signage is cluttered, makes our entrances into the city look shabby', 'too much and too busy', 'why do businesses require so many different signs on the same lot'

8. Unmainted

This category dealt with comments related to derelict signs that have not been removed, or in some cases run down signage that continues to be utilized. Comments include 'faded signs falling apart', 'many are poorly constructed, over-sided and in need of repair'.

9. No Issues

A few respondents felt that there were not local sign issues.

10. Off-site Advertising

A few respondents felt that off-site or third party advertising, that being advertising of a good or service that is not available on the same site as the sign, was an issue.

Why do you consider certain areas to have GOOD or APPROPRIATE signage?

Category	Response	
Aesthetics/Design/Size	30	27%
Safety	21	19%
Uncategorized	16	14%
Appropriate Amount	15	13%
No Portables	11	10%
Directional Signage	8	7%
Digital Signage	7	6%
Maintenance Issues	5	4%
Total Responses	113	

Why do you consider certain areas to have GOOD or APPROPRIATE signage?**Comments from Respondents**

"Located outside the storefront, not excessive"

"Because the area is limited to how many can be there –lack of space- hence, it doesn't look cluttered"

"The size and scale of signage accurately reflects the scope and volume of businesses located on this stretch. Signs are well-maintained and look modern"

Why do you consider certain areas to have BAD or INAPPROPRIATE Signage?

Categories	Responses	
Digital Signage	24	21%
Portable Signage	20	17%
Aesthetics/Design/Size	19	16%
Too Many Signs	14	12%
Unmaintained Signage	12	10%
Uncategorized	11	9%
Safety Issues	11	9%
Directional Signage	5	4%
Off-site Advertising	1	0.8%
Total Responses	117	

Why do you consider certain areas to have BAD or INAPPROPRIATE Signage?**Comments from Respondents**

"it seems anybody can put up a sign anywhere."

"portable signs, gaudy, tasteless"

"Closed businesses, run down properties and unmaintained signs make an empty building look even worse"

"too close to road"

What other city do you think has GOOD signs?

City	Responses	
Petoskey	11	16%
Traverse City	10	15%
Toronto	9	13%
London	5	7%
Guelph	5	7%
Kitchener/Waterloo	5	7%
Sudbury	3	4%
Total Responses	67	

Why do you feel this particular city has good signs?

Category	Responses	
Aesthetics/Design/Size	22	41%
By-law Regulations/Design Guidelines	17	31%
Appropriate Amount of Signage	11	20%
Uncategorized	9	17%
Safety	7	13%
Total Responses	54	

What other city do you think has GOOD signs?

Why do you feel this particular city has good signs?

Comments from respondents:

“Most signs seem to be well setback from the roadways and do not impede sight lines for motorists”

“Look organized, all signs should have a base with green space around that is properly maintained”

“Signage is subtle, better regulated, more consideration on how signs compliment the buildings as opposed to becoming a dominating feature”

“Well spaced, suits buildings, often has attractive landscaping around it”

“Majority of signs seem to be mobile and wall mounted. Mobile signs where present, posted further away from the roadways.”

“Tasteful-signs are uniquely designed and blend into the environment nicely.”

“They are modern, well-maintained, in-line with the aesthetics of the area, the design of the business and storefronts. They create quaint, charming little areas that become tourist attractions.”

How can the City of Sault Ste. Marie improve the way signs are regulated and approved?

Category	Responses	
Better Regulation/Enforcement	22	21%
Limits on Portable Signage	21	20%
Safety Concerns	14	14%
Better Digital Sign Regulations	14	14%
Size Limits	13	13%
More Aesthetically Pleasing Signage	12	12%
More Public Consultation	8	8%
Creation of Design Guidelines	8	8%
Limit the Amount of Signage per Business	6	6%
Less Regulations/Red Tape	4	4%
Total Responses	103	

**How can the City of Sault Ste. Marie improve the way signs are regulated and approved?
Comments from Respondents**

“Establish a MINIMUM setback, with provisions for increasing the setback to maintain adequate sight lines for motorists”

“Ban animated signs and ban/restrict the placement of portable signs so that they're away from the roadside”

“Take a look at certain areas and adapt signage to traffic flow in the area. It is also helpful to the community as well. It should be about safety more than anything.”

“Most people are unaware of the current regulations or approval processes so it's hard to comment”

“Have a by-law and enforce it.”

What ONE recommendation would you make to improve signage in Sault Ste. Marie?

Category	Responses	
Better Regulations/Enforcement	22	21%
Limit/Prohibit Portable Signs	21	20%
Create Design Guidelines	20	19%
Safety	14	13%
Size Limits	13	12%
Limit/Prohibit Digital Signs	12	11%
More Public Consultation	8	7%
Uncategorized	8	7%
Reduce the Amount of Signs Permitted	6	6%
Off-site Advertising	5	5%
Fewer Regulations/Red Tape	4	4%
Allow More Digital Signs	2	2%
Total Responses	107	

SIGN PREFERENCE SURVEY

How would you rate the appearance of the signage pictured?



Very Good	5%	Very Good	26%	Very Good	34%
Good	43%	Good	51%	Good	34%
Bad	42%	Bad	18%	Bad	18%
Very Bad	10%	Very Bad	5%	Very Bad	13%
Total Responses	159	Total Responses	160	Total Responses	158



Very Good	17%	Very Good	39%
Good	47%	Good	49%
Bad	25%	Bad	8%
Very Bad	11%	Very Bad	5%
Total Responses	159	Total Responses	158

How would you rate the appearance of the signage pictured?



Very Good	58%	Very Good	47%	Very Good	26%
Good	35%	Good	45%	Good	58%
Bad	6%	Bad	8%	Bad	14%
Very Bad	2%	Very Bad	0.6%	Very Bad	3%
Total Responses	158	Total Responses	156	Total Responses	157



Very Good	3%	Very Good	16%
Good	16%	Good	42%
Bad	37%	Bad	26%
Very Bad	44%	Very Bad	16%
Total Responses	159	Total Responses	159

How would you rate the appearance of the signage pictured?

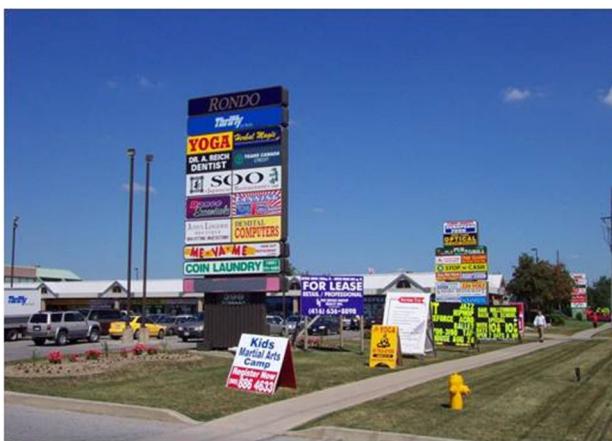


Very Good	43%	Very Good	17%	Very Good	5%
Good	52%	Good	40%	Good	12%
Bad	4%	Bad	33%	Bad	43%
Very Bad	2%	Very Bad	10%	Very Bad	39%
Total Responses	159	Total Responses	157	Total Responses	157



Very Good	42%	Very Good	56%
Good	55%	Good	41%
Bad	2%	Bad	2%
Very Bad	0.6%	Very Bad	0%
Total Responses	158	Total Responses	158

How would you rate the appearance of the signage pictured?



Very Good	53%	Very Good	3%
Good	45%	Good	4%
Bad	1%	Bad	30%
Very Bad	0%	Very Bad	62%
Total Responses	159	Total Responses	158



COUNCIL REPORT

March 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, MCIP, RPP
DEPARTMENT: Engineering and Planning Department
RE: Streetscape Consulting Services: Queen Street Streetscape Project

PURPOSE

The purpose of this report is to authorize an agreement with The Planning Partnership to develop detailed plans for a proposed streetscape implementation strategy for the block of Queen Street between Dennis and Bruce Streets. In addition, a series of conceptual plans will be developed showing how a streetscape strategy can be implemented on the remaining blocks, once funding becomes available.

BACKGROUND

As part of the original Downtown Community Improvement Plan (DCIP), a number of streetscape projects were identified to foster a sense of place throughout this area. In November, 2014, City Council authorized an agreement with The Planning Partnership to develop a streetscape manual and tree replacement strategy. The purpose of this manual was to identify a series of streetscape improvements that could be implemented throughout the downtown, and to identify appropriate tree replacement strategies to address the imminent loss of ash trees along Queen Street.

In the City's agreement with both FedNor and NOHFC, \$1,250,000 was allocated for streetscape improvements along Gore Street. This streetscape project was to upgrade the existing boulevards (i.e. from back of curb to the building faces).

However, as part of staff's review of this project, an assessment of the existing underground services along Gore Street has revealed that these services need to be replaced. As such, the entire road will likely be reconstructed.

The City's Engineering Division is tentatively scheduling the full reconstruction of Gore Street for the summer of 2016. As a result of this project evolving to a full reconstruction project, there are a number of design, construction and contract

administration efficiencies that can be shared between the streetscape initiative and the full road re-build. In addition, the existing streetlights will most likely be retained, resulting in significant cost savings.

It is recommended that the City utilize the funding allocation for Gore Street and re-distribute the funding between Gore Street and two additional streetscape projects. The two other projects are Huron Street and the block of Queen Street between Dennis and Bruce Street.

Huron Street is scheduled to be reconstructed this summer. As part of this project, the City would like to incorporate a streetscape strategy on the east side of Huron Street between Queen Street West and Albert Street. It is also envisioned that a “welcome” feature be incorporated into the streetscape strategy. City staff estimate that the streetscape strategy can be achieved for approximately \$350,000, and will be implemented as part of the Huron Street reconstruction project.

With respect to Queen Street, as Council is aware, the majority of trees along this corridor are ash trees and are impacted by the Emerald Ash Borer. City staff estimates that in the next 2 years, the majority of these ash trees will be removed. This will be a huge impact to the character of Queen Street, as the mature trees have created a pleasant streetscape environment.

The Planning Partnership has been retained by the City in the past to undertake a comprehensive Canal District urban design study. Given the context knowledge, as well as the technical expertise in urban and landscape design, it is recommended that The Planning Partnership coordinate the detailed streetscape design work for the projects outlined in this report. For Huron Street, The Planning Partnership has been retained by the local engineering consultant responsible for the civil works. However, for the Queen Street streetscape project and conceptual design work, it is recommended that a separate agreement with The Planning Partnership be authorized.

ANALYSIS

Due to the devastation brought on by the Emerald Ash Borer, City staff would like to undertake a streetscape improvement project for the section of Queen Street between Dennis and Bruce Street. The goal would be to implement a series of streetscape furnishings as well as a tree replacement strategy involving root trenching. Trenching allows the tree roots to expand without encumbering underground servicing, while at the same time, provides a beneficial medium for the trees to grow and thrive. A variety of tree species will be planted to mitigate the risks of future invasive species. It is estimated that this project can be implemented for approximately \$280,000.

To proceed with this, Planning staff is recommending that detail design work commence. Once design work is underway, staff will also initiate a public input

strategy involving stakeholders from the Downtown Association, as well as the public. Once design is complete, the streetscape strategy can be incorporated in the 2015 Miscellaneous Capital Works contract, which should provide more competitive pricing than tendering the project independently. It should also be noted that the streetscape works will be done in conjunction with the planned lay-by expansion in front of the ESSAR Centre.

In addition to this, Planning staff is also recommending that conceptual design work be initiated, demonstrating how the streetscape improvement strategy can be applied to the remaining blocks along Queen Street, from Gore Street to Pim Street. The remaining blocks will be completed once future funding opportunities are available.

IMPACT

The funding to implement the Downtown Community Improvement Plan has been approved by Council, FedNor and NOHFC. As part of the overall budget for implementation, \$1,250,000 was allotted for streetscape improvements. The total cost of these three projects outlined in this report will still total \$1,250,000.

The design work associated with the Queen Street streetscape project and the conceptual design work for the remainder of Queen Street will be taken from this funding source.

However, prior to proceeding with the redistribution of the streetscape funding to the three projects outlined above, an amendment to the City's agreement with FedNor will need to be processed. An amendment to the City's NOHFC agreement is not required as staff from NOHFC have indicated that the streetscape funding can be applied to any downtown road project.

STRATEGIC PLAN

The implementation of the Downtown Development Initiative (DCIP) is identified in the Corporate Strategic Plan under Strategic Direction 1: Developing Solid Infrastructure – Objective 1C – Property Management and Development.

SUMMARY

Planning staff is recommending that the \$1,250,000 funding allocation for proposed downtown streetscaping be distributed between Gore Street, Huron Street and Queen Street.

Given the condition of the underground services, a full reconstruction of Gore Street is required, and is tentatively scheduled for summer 2016. As part of the overall design for this reconstruction project, The Planning Partnership will be retained to develop detailed streetscape plans that can be incorporated into the reconstruction project.

Huron Street is scheduled to be reconstructed this summer, and as part of that project, a streetscaping will be implemented. The Planning Partnership will be retained by Aecom, the local engineering consultant coordinating that project.

At this time, staff is recommending to proceed on detail and conceptual streetscape design for Queen Street. The detail design is intended for the streetscape strategy along Queen Street between Dennis and Bruce Streets.

The conceptual design is intended to formulate a streetscape strategy that can be applied to the remaining blocks along Queen Street, from Gore Street to Pim Street. The boulevards within the remaining blocks will be reconstructed as future budgets permit.

Once the Queen Street design is complete, a public input process will take place. It is anticipated that the Queen Street streetscape initiative can then be incorporated into the 2015 Miscellaneous Construction program.

The detail and conceptual design for Queen Street is estimated at \$24,550 (exclusive of HST). An agreement for Council's authorization is attached to this report.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Division, dated March 9, 2015, be submitted, and that Council authorize an agreement with The Planning Partnership to develop detailed design plans for a Queen Street streetscape project, and to develop conceptual design plans for the remainder of the Queen Street, subject to FedNor's agreement to reallocate the approved streetscape funding to the projects listed in this report.

Respectfully submitted,



Stephen Turco, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Streetscape Consulting Services

2015 03 09

Page 5.

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST:ps

Attachment(s)

The Planning Partnership

Urban Design . Landscape Architecture . Planning . Communications

February 25th, 2015

Donald McConnell
Planning Director
Level V - Civic Centre
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Dear Don,

Re: Landscape Architecture Consulting Services for Public Realm Improvements in Downtown Sault Ste. Marie

Thank you for the opportunity to provide professional consulting services to the City of Sault Ste. Marie with respect to advancing the concepts illustrated in the Canal District Neighbourhood Plan, specifically those with respect to streetscape improvements on Queen Street. The following is our understanding of the specific improvements, their associated tasks and expected deliverables:

1. Queen Street Pilot Project

To demonstrate the updated furnishings palette outlined in the Streetscape Manual, a pilot project will be rolled out along Queen Street between Dennis Street and Bruce Street on both sides of the street. The pilot project will be aimed at gaining support and feedback on the strategy prior to extending the treatment along the rest of Queen Street and other priority streets.

Tasks - Conceptual Design, Detailed Design, Layout Drawings

Deliverables – Conceptual design streetscape plan and supporting sections and illustrations, Layout Drawing Package, and other diagrams/reports as needed, (digital PDF or hard copy as needed).

2. Queen Street Concept Plan

In order to implement the updated furnishings strategy along the rest of Queen Street, a concept plan will be generated to demonstrate how the streetscaping strategy is applied to all blocks between Queen Street and Pim Street.

t 416.975.1556
www.planpart.ca

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Toronto, Ontario, M5R 2A9

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Tasks - Conceptual Design, Layout Plan

Deliverables – Concept Plan for Queen Street, (digital PDF or hard copy as needed).

The following is a more detailed account of what each individual task includes:

Task 1: Data Collection and Base Mapping

- Coordination and collection of all available background information.

Task 2: Conceptual Design

- Review background information in great detail;
- Informed by our consultation and site assessment, we will assess the opportunities and challenges identified, and develop preliminary concept plans.
- Assess opportunities for sustainable and innovative design approaches;
- Develop preliminary order of magnitude costing;
- Prepare presentation materials;
- Attend presentations and meetings as required.

Task 3: Detailed Design

- Prepare a detailed design package that includes a final road alignment and cross sections, and specifications for streetscape elements;
- Coordinate with Utilities and Site Servicing;
- Prepare order of magnitude costing;
- Coordinate with Engineering Co-Consultant on weekly basis;
- Attend presentations and meetings as required.

Deliverables - 50% Drawing Package, and other diagrams/reports as needed, (digital PDF or hard copy as needed).

Task 4: Tender, Construction and Post Construction Services

- Make final revisions to design based on feedback from consultant team and client;
- Prepare Tender Package, including drawing set and specifications, furnishing selections and provide detailed installation drawings and instructions;
- Finalize order of magnitude costing;
- Prepare and issue “Issued for Construction” documents;
- Perform scheduled site reviews during relevant construction period;
- Conduct warranty inspection within one year of completion and notify contractor in writing of any issues.

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Queen Street Pilot Project	\$16,750.00
Queen Street Concept Plan	\$7,800.00
Subtotal	\$24,550.00
HST	\$3,191.50
Total	\$27,741.50

Assumptions

Our invoices are issued monthly for professional time expended and costs incurred in the preceding calendar month. Invoices are due upon receipt, and we reserve the right to charge interest on accounts that are outstanding after 30 days from the date of invoicing.

Disbursements include printing, courier, long distance telephone, data/ cell phone charges, travel expenses, graphic and computer supplies are included in the above fee.

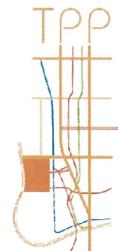
We will notify you of additional tasks beyond the anticipated scope, such as additional meetings that may result in an exceeding of the estimated fees. With your authorization, any additional tasks undertaken will be billed as per our hourly rates.

- Partners: \$210/hr
- Associates: \$125/hr
- Senior Designers: \$85/hr
- Designers: \$75/hr
- Support: \$50/hr

Thank you for inviting us to prepare a proposal. We are thrilled at the opportunity to carry on working with your team on this exciting transition period in Sault Ste. Marie. Please contact me if you have any questions or require additional information.

Sincerely,

David Leinster
Partner, The Planning Partnership



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www.planpart.ca

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Toronto, Ontario, M5R 2A9

Agreement

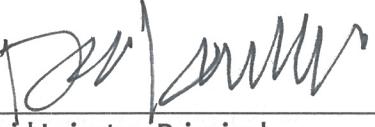
If the foregoing meets your approval, kindly return a signed copy of this proposal to The Planning Partnership Ltd.

Signature:

**Christian Provenzano, Mayor
The City of Sault Ste. Marie**

Date

Signature:


**David Leinster, Principal
The Planning Partnership Limited**

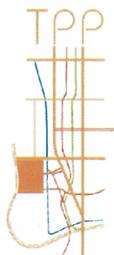
Date

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COUNCIL REPORT

March 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Donald B. McConnell, MCIP, RPP, Planning Director
DEPARTMENT: Engineering and Planning Department
RE: Rental Housing Incentive Program

PURPOSE

This report recommends two projects for a municipal tax increment rebate under the City's Rental Housing Community Improvement Plan to create a total of 86 new rental units.

BACKGROUND

In 2013, City Council approved a Rental Housing Community Improvement Plan under Section 28 of the Planning Act and Section 365.1 of the Municipal Act. This legislation allows municipalities to provide property tax assistance for qualified projects.

The Rental Housing Community Improvement Plan has been designed to increase the city's inventory of rental accommodation. Between 2010 and 2014, the average vacancy rate in Sault Ste. Marie was 1.45% whereas a 3% vacancy rate is considered indicative of a healthy market.

The development of additional rental units is important to provide for a range of housing types to match residents' needs; to ensure that the overall supply of affordable housing is maintained; and to provide good short-term housing options for persons wishing to move to Sault Ste. Marie.

The rental housing community improvement plan provides for tax rebates on a declining basis over a three-year period (75%, 50%, 25%) with an additional incentive for facilities which support assisted-living programs and where additional barrier free units are constructed.

Last year, City Council approved five projects to create a total of 90 new rental units under this program.

Rental Housing Incentive Program

2015 03 09

Page 2.

ANALYSIS

Applications for the following two projects have been received:

Ontario Finnish Resthome Association (705 North Street) – The Ontario Finnish Resthome Association intends to construct an 82 unit seniors' apartment building in the northwest portion of the property. Included in the building will be approximately 53 m² or 570 ft.² of additional space to provide for various care staff. This space includes facilities for clinical treatment, muscle therapy and a therapeutic tub room which will be used by registered nurses, physiotherapists and personal support workers. These facilities will assist seniors in receiving treatment to enable them to remain in their independent living units. In addition, a minimum of 15% of the units will meet the "barrier free" requirements of the Ontario Building Code. As additional facilities to support assisted-living programs are being constructed, approval of a four-year tax rebate (75%, 75%, 50%, 25%) is recommended.

Joe and Robin Genua (199 Breton Road) – This application was received shortly after City Council considered five other projects last year. Staff did not bring the application forward as there were outstanding charges associated with patching the roadway in front of the building. All fees have been paid and the request for a three-year tax rebate (75%, 50%, 25%) is recommended.

Both applications had been reviewed by a City staff committee with representation from Building, Finance, Planning and Social Services Departments.

The total building permit value of these two projects is estimated to exceed \$15 million.

IMPACT

There is no direct cost to the municipality associated with this approval aside from the deferral of taxes during the first three or four years after project completion. The City will benefit from the increased assessment in future years.

STRATEGIC PLAN

This recommendation is not linked to any specific policies contained within the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated 2015 03 09 be accepted as information and that City Council authorize an incremental tax rebate program for the two properties identified in this report subject to:

- 1) That the municipal rebate apply only to the increase in assessment resulting from new construction and

Rental Housing Incentive Program

2015 03 09

Page 3.

- 2) After the rebate program is completed, these properties will pay the full municipal tax amount.

Recommended for Approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for Approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

DBM:ps



COUNCIL REPORT

March 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jerry Dolcetti, Commissioner
DEPARTMENT: Engineering and Planning Department
RE: Port of Algoma – Letter of Engagement with Master Consultant

PURPOSE

The purpose of this report is to ask for Council's approval to execute the Letter of Engagement between the City and the Master Consultant for the Port of Algoma (KPMG/AECOM).

BACKGROUND

On February 9, 2015 Council passed a resolution approving the hiring of KPMG and AECOM to carry out Phase 1 and Phase 2 of the Port of Algoma project, subject to specific conditions.

Given the tight timeframes in accomplishing the tasks for the project, it was necessary to prepare a Letter of Engagement to allow the consultants to begin their assignment effective February 11, 2015. A formalized agreement will be brought to Council at the April 13, 2015 meeting.

Currently there are some minor items that require further clarification on the Letter of Engagement, but we anticipate this to be finalized and circulated as part of the Addendum on March 9th.

ANALYSIS

Bylaw 2015-43 approving the Letter of Engagement will be found elsewhere on the Agenda.

IMPACT

All funding contributions for this project have previously been approved.

STRATEGIC PLAN

This report is directly linked to Developing Solid Infrastructure, and Strategic Direction – Transportation Network Improvements

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Engineering dated March 9, 2015 be accepted and further, that By-law 2015-43, which authorizes the Letter of Engagement between the City and KPMG/AECOM, be approved.

Respectfully submitted,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb



COUNCIL REPORT

March 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Donald B. McConnell, MCIP, RPP, Planning Director
DEPARTMENT: Engineering and Planning Department
RE: Evolution of Community Development

PURPOSE

This report has been prepared on behalf of Destiny Sault Ste. Marie and its partner organizations. The purpose is to summarize recent initiatives undertaken by Destiny and to recommend a new approach to development in our community.

BACKGROUND

Destiny Sault Ste. Marie was established with Federal funding in 2002 as a partnership with representation from the various agencies involved in economic development in Sault Ste. Marie. The original task was to serve as a coordinating body to prepare an Economic Diversification Strategy for the community, identify priority projects for funding and help to facilitate their implementation. Subsequently both the Federal and Provincial governments provided additional funding, however in recent years City Council has been the sole funding provider of the Destiny Steering Committee's efforts.

In 2014, Destiny SSM completed two major projects – a report on local economic conditions and a community forum to determine the best approach to moving forward. Both initiatives were undertaken to provide the basis for a third major project – a new community development strategy. At the community forum it was agreed to investigate the possibility of a new approach to development which would significantly increase both the scope and number of partners involved. The results of these efforts are summarized below.

1. LOCAL ECONOMIC REPORT 2014

This report was commissioned by Destiny SSM to determine current economic conditions in Sault Ste. Marie using 32 economic indicators grouped in seven economic themes or clusters. The indicators were analyzed to determine how the

economy of Sault Ste. Marie has performed since the 2008 recession using 2008 to 2013 data.

In summary, the city's Gross Domestic Product (GDP) measures all individual economic activities occurring in Sault Ste. Marie and is the best measure of the size of the local economy. The city's GDP in 2013 was estimated to be \$2.785 billion or 2.1% below the 2008 pre-recession peak of \$2.845 billion. By comparison the Ontario economy experienced a more severe decline but has since recovered from the recession and in 2013 was 3.6% above its 2008 level.

Other key findings are:

- Sault Ste. Marie's goods producing sector has lost 40% of its employment since 2008 which is a much more severe reduction than the Ontario average. However Sault Ste. Marie's goods producing sector is leading the local economy in improving its levels of productivity and its performance compares favourably with the provincial economy.
- The wholesale and retail trade sector has provided a stable employment base for both Sault Ste. Marie and the provincial economy.
- Sault Ste. Marie's 2013 unemployment rate was below its long-term average and is similar to the northeastern Ontario average.
- Local personal income per capita has been increasing at a rate above inflation since 2008.
- Commercial, institutional and residential building permits values have been above their long term average in recent years. The value of industrial building permits has been stable when compared to its long-term average over the last few years which is consistent with provincial trends.

This report provides accurate baseline data from which future activities can be measured.

A copy of the executive summary is attached.

2. GREATER COMMUNITY FORUM

On November 18, 2014, more than 130 community leaders came together to discuss community development issues and opportunities. Representatives from the education, financial, First Nations, health, media, manufacturing, non-profit, postsecondary, research, sports, and tourism sectors all attended along with senior government officials.

The agenda included a keynote address by Dr. David Ivan of Michigan State University; and presentations by Oscar Poloni (KPMG), Stuart Baker (CISCO) and Kevin MacIntyre (Greater Halifax Partnership). Updates were also provided on the Port of Algoma project, Social Innovation Hub, OLG's gaming and modernization plans, the Canal District Neighbourhood, community outreach and

promotion strategies, community health initiatives, talent growth and development.

Desired outcomes and activities were identified for the following eight sectors:

- Community Attraction – Pride of Place Campaign
- Healthy Lifestyle Community
- Downtown Vibrancy – the “heart” of the City
- Empower Youth and Entrepreneurs
- ESSAR Port Algoma Development and Opportunities
- OLG Gaming and Modernization Opportunities
- Social Innovation
- Create and Formalize a True Growth Approach to Development

There was broad support among the Greater Community Forum attendees that all sectors should be pursued immediately.

A copy of the report is attached.

3. NEW ECONOMIC DIVERSIFICATION PLAN

The Sault Ste. Marie Economic Development Corporation (SSMEDC) is the lead agency on the development of the third initiative – a new community growth and development initiative that is being prepared which will seek to incorporate and further develop the findings of the Economic Report 2014 and Greater Community Forum.

On December 15, 2014, City Council received a presentation from SSMEDC on a proposed Sustainable Growth and Development Stewardship Strategy. The recommended approach to developing this action plan recognizes that a continuum of activities, commitments and undertakings are required by all key stakeholders in the city to fully realize the success of any growth and development strategy. These stakeholders are public and private, community based organizations with a mission, resources and capacity to support economic and social growth and development activities.

City Council has approved \$50,000 for this project and additional funds are being sought from FedNor and the Northern Ontario Heritage Fund.

4. THE EVOLUTION OF COMMUNITY DEVELOPMENT

Traditionally, governments at all levels have been involved with encouraging, promoting and funding specific economic development projects and programs. While these roles are important and need to be maintained, this long-standing approach suffers from three major limitations.

The first limitation is that economic development agencies tend to focus on their mandate - private sector economic development. Other community development opportunities relating to education, health, quality-of-life or non-profit initiatives are not always considered within the realm of traditional economic development. Recently, the private, non-profit and public sectors have all begun to be recognized for their contributions to community development, whether individually or in partnership with each other.

The second limitation is the lack of a discussion forum for the creation of new ideas and initiatives. Generally, clients of local economic development agencies have already developed an idea for a new service or product when they approach an agency for assistance. This does not address the concerns of companies, organizations or individuals that see an opportunity or problem and wish to speak with other like-minded persons to develop and undertake actions to create a community benefit.

The third limitation is simply the amount of resources available to local economic development agencies. By expanding the opportunity for everyone to participate in community development initiatives, the available resources are increased tremendously through contributions from new partnerships, private sector contributions and volunteer efforts.

Halifax, Moncton, Saint John, Windsor and Winnipeg are communities that are all pursuing a new approach which is being referred to as "True Growth". These communities report that the True Growth approach helps to accelerates community development efforts by engaging more community members while providing transparency and support for priority projects.

This approach favours "strategic doing" over strategic planning and creates a focused approach in terms of resources and efficiencies while expanding the traditional definition of economic development.

In summary, persons interested in undertaking a specific initiative work together to develop the concept, create a realistic implementation plan, contribute or seek funding and take responsibility for completing the project. In particular, this approach works to engage, support and encourage young people with good ideas by introducing them to the knowledge, funding and stability of institutions and private investors.

Staff or "curators" work with volunteer led committees to provide facilitation, research and project management assistance. Locally this approach has already begun.

On February 18, Algoma University and Sault College sponsored a community attraction and promotion collaboration café to discuss various approaches to attracting and retaining professional talent to our community. Four projects evolved, some of which are already underway such as The Positive Project

designed to create compelling promotional content that shows our city in a positive way and a Professionals Returning (PR) project to promote opportunities and reasons for choosing Sault Ste. Marie. Other work includes a market research project on both arriving and departing students and a Junior Youth Project (JR) based on engaging persons between seven and 13 years of age to build a community they wish to reside in.

On February 20, a second collaboration café was hosted by two local residents to discuss the creation of a Social Innovation Hub which is a collaborative workspace designed for a variety of persons or groups with an interest in social, economic or environmental enterprises or innovations.

Two additional events dealing with arts & culture, and downtown development will be held in the upcoming months.

The True Growth approach does not require the creation of a new organization, but will require financial support from a number of partners. Administrative support can be provided under contract with an existing organization. The existing Destiny Sault Ste. Marie organization will assist with this transformation.

If City Council agrees to consider this approach further, the Destiny Sault Ste. Marie members will undertake the following tasks:

- Confirm potential partners for this initiative
- Identify a preferred governance model and accountability standards.
- Identify budget and staffing requirements
- Develop goals, objectives and an action plan
- Determine a preferred administrative partner and location
- Investigate funding opportunities from government, non-profit and private sector sources.

A follow-up report on these activities will be provided to City Council in May. It will describe how the True Growth approach will complement and align with the proposed Sustainable Growth and Development Stewardship Strategy.

IMPACT

City Council currently provides \$30,000 annually to support Destiny Sault Ste. Marie. It is recommended that this funding be considered for transfer to a new initiative which provides an opportunity for interested partners to participate in community development initiatives including the True Growth model.

STRATEGIC PLAN

While not specifically referenced in the City's Corporate Strategic Plan, continued community development initiatives are fundamental to and consistent with the "Planning for the Future" Strategic Direction. Where community development initiatives require staff and/or financial support from the City, they will be evaluated using the corporate strategic planning process.

SUMMARY

This report summarizes recent initiatives undertaken by Destiny Sault Ste. Marie and recommends a new approach to economic development which should significantly expand the number and range of community development activities in our city.

In summary, the True Growth model fosters collaboration and innovation by bringing together like-minded individuals, organizations and companies with a common interest in improving a particular aspect of our community. This approach embraces “strategic doing” over strategic planning and creates a focused, accelerated approach in terms of resources and efficiencies. Guidance and support is available from other Canadian True Growth communities.

A number of letters from organizations supporting this approach are attached for the information of Council.

RECOMMENDATION

It is therefore recommended that City Council accept the report of the Planning Director dated 2015 03 09 concerning a new approach to community development as information and request that the Destiny Sault Ste. Marie members undertake the actions identified in the report to determine the viability of the True Growth proposal with a follow-up report to City Council in May 2015.

Respectfully submitted,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

EXECUTIVE SUMMARY

Destiny Sault Ste. Marie (Destiny SSM) initiated the development of this Indicator Report. Destiny SSM was established in 2003 and is a partnership of public and private sectors, providing economic leadership to create a prosperous, diversified, growing and sustainable economy in Sault Ste. Marie (see Acknowledgements). The goal of this report is to "enhance community economic decision-making and communication efforts of local economic development initiatives" supported with "well-sourced, accurate, consistent and widely accepted economic-related data for the local area."

This report documents the Baseline against which future development and indicators can be measured. A Baseline is necessary to establish the marker to measure future performance against the past. It enables us to illustrate the direction of change – better or worse or stationary – and it allows us to measure speed of change. In the absence of a Baseline, there is no knowledge of past performance and the current economic state. Economies are dynamic, reacting to economic developments at the local, national and international levels, all of which will impact many indicators, therefore the Baselines are the best paths forward. The indicators must be regularly reviewed for trends and relevance, but the Baseline they establish is a strategic milestone for local economic development pathways.

Thirty-two primary economic indicators and further secondary supporting indicators were analyzed and each was clustered into one of seven themes. The most current value will be interpreted relative to its previous year's performance, against its recent trend and, if the information is available, compared to a similar jurisdiction.

Findings

Gross Domestic Product (GDP) is the headline statistic of the size of the economy. It is not an indicator; it is the measure of the size of the economy and is the macroeconomic outcome of all the individual economic activities occurring at the local, provincial, and international levels as they impact Sault Ste. Marie. The GDP in Sault Ste. Marie has still not recovered to pre 2008 recession levels.

Five indicators were included in the Building Permit Cluster. Short-term indicators of private business investment are down while indicators associated with resident and the non-profit sector is up. Examining the long-term indicators, industrial building permits are down considerably



while resident indicators on the supply-side are at average levels, and Institutional investment is very strong.

Three indicators were included in the Funding Awarded cluster. This included research institutions, financed through the provincial and federal governments: the Great Lakes Forestry Centre, Algoma University, Sault College of Applied Arts & Technology and the Ontario Forest Research Institute. Their intellectual legacy in Sault Ste. Marie is lengthy, but poorly documented and quantified.

The Economic Sector Growth Cluster has the largest number of primary and secondary indicators. Two of the indicators, the number of new business starts and a measure of entrepreneurship, provided insufficient information for this exercise. Entrepreneurs are responsible for the production of goods and services that are measured in the GDP, but entrepreneurship itself is not measured. Entrepreneurs are a critical ingredient to a dynamic marketplace. It includes those who succeed and those who don't equally. This is a gap in the data.

Much of the balance of this cluster focuses on economic potential; that is the amount of labour in the workforce, by economic sector and their productivity. It also discusses how much money residents have to spend and save for future spending; a measure of local demand potential, and the volume of retail spending today.

The Labour Force Thematic Cluster included five primary indicators which changed in a positive direction. The attributes of the existing labour force, size, participation rate and the employment rate all improved in all dimensions. The three primary indicators focusing on the quantity of labour force, which was readily available and the investment in the future quality of labour, with its direct impact on increased economic productivity, was not as readily available. This is an important gap in our information. It is possible to foster a growing economy without investing in productivity growth, but to foster a growing economy with rising GDP per capita, it is necessary to increase productivity. Education is an element in fostering higher productivity, and it is a statistic as of yet not readily available for a local analysis.

The Population Growth Cluster has three primary indicators. Trends in the Sault are typical of northeastern Ontario: an older population and a population that is not growing. International net migration was not significant for northern Ontario locations.

The Resilience/Real Estate Thematic Cluster has five indicators, three of which had limited supporting data, but the

available data was positive. Two indicators each of which could affect the quality of life and the ability of students and persons facing difficult circumstances to remain in Sault Ste. Marie to remain in the city were unavailable.

The Tourism Thematic Cluster has two indicators which conveyed only marginal information about future economic developments in the sector. A third indicator was added, namely the volume of U.S. licence plated non-truck vehicles entering Canada through Sault Ste. Marie. This was interpreted as an indicator for tourism in the economic region serviced by suppliers located in Sault Ste. Marie as well as visits to the Sault. Passport laws and the recession created a collapse in American border crossings into Canada that was evident, and the levelling off of the collapse in recent years is also evident.

Observations

In summary, Sault Ste. Marie perceives itself as a goods-producing, steel manufacturing community. This sector was severely affected in the last recession, although it is attempting to adapt to the new circumstances. If steel/manufacturing is settling to a lower "new normal", what sector is emerging to "fill the gap"? In other words, the legacy effects of the last recession will last for some time unless Sault Ste. Marie develops a new economic base to support future growth and this may mean that Sault Ste. Marie may have to embrace a new vision for itself.

The impact of the recession was somewhat mitigated by the timely upswing in public investment. This could not have been better timed, but the effect will be a more one-off type of impact unless steps are taken to ensure that these investments can grow (i.e., regional or provincial centres of education/research excellence, health services, a dynamic entrepreneurial environment to perceive and pursue new opportunities, etc.).

The residents in Sault Ste. Marie continued to spend, mitigating the impact on the service sector and the housing sector. The question is how did they finance the spending? Increased consumer debt is in a sense borrowing from tomorrow to get through today and is only sustainable if the future economy is strong. There was not enough information to determine future growth and the impact of resident spending.

In short, the economy of Sault Ste. Marie may not have been as severely hurt by the recession as some may have thought; but the impacts of the recession will linger through its impact on consumer spending for some time.

Conclusion

Destiny SSM published extensive "Progress Reports" in the past to illustrate and communicate the economic conditions in the Sault and area. This Indicator Report was initiated by Destiny SSM to give leaders in the community the necessary information required to make effective decisions, to communicate more effectively and to initiate positive changes in our community. With a focus on outcome measures, the Destiny SSM partners worked together to investigate, evaluate and select indicators to be collected for this initial report. Indicators were chosen based on their importance, not on the basis that information was available and/or accessible.

Moving forward it is strongly recommended that Destiny SSM review and evaluate indicators to determine the state economy on an annual basis with a strong mandate to facilitate the growth of the Sault Ste. Marie economy. It is anticipated that Destiny SSM will continue to improve this report, to enhance indicators, to provide and analyze community economic indicators, and to determine the state of the Sault Ste. Marie economy on an annual basis.

Note: The information contained in this report is reflective of data that ranges from the years 1990 up to 2013.

Greater **COMMUNITY!**

DRAFT FORUM REPORT 2014

FORUM HELD:
Algoma Watertower Inn & Suites
November 20, 2014

By Jody Rebek, VIVE

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EXECUTIVE SUMMARY

This will be complete once the draft is reviewed by participants.

INTRODUCTION

The forum was a project launched by DESTINY SSM members in partnership with CISCO True Growth.

“Destiny SSM is a strategic organization—a think tank that looks forward. Defining Sault Ste. Marie’s economic direction, Destiny provides a co-ordinated, meaningful approach to development that builds the Sault’s “character” to attract investment, professionals and skilled labour. Part of the Destiny process is engaging public and private-sector champions in the implementation of projects, which follows the development of the Economic Diversification Strategy”
Cavera, Inc.

Destiny SSM is directed and guided by a non-political group of proactive community economic development leaders. The Steering Committee includes the following partners:

- Rick Myers, President, Algoma University;
- Jonathan Coulman, Executive Director, Algoma Workforce Investment Corporation (AWIC);
- Don McConnell, City Planner, City of Sault Ste. Marie;
- Brian Irwin, Executive Director, Community Development Corporation of Sault Ste. Marie & Area;
- Mike Marinovich, KPMG, Community Member at Large (Chair);
- Leo Tiberi, Vice-President, Sault College;
- Linda Ryan, Executive Director, Sault College Employment Solutions;
- TBA, Sault Ste. Marie Chamber of Commerce;
- Mike Pratt, Strive Young Professionals;
- Tom Dodds, Chief Executive Officer, Sault Ste. Marie Economic Development Corporation (SSMEDC); and
- Tom Vair, Executive Director, Sault Ste. Marie Innovation Centre (SSMIC).

The Destiny SSM resource members organizations are:

- Lisa McHugh, FedNor - Industry Canada;
- Christine Kucher, Ontario Ministry of Northern Development and Mines; and
- Judy Montague, Ontario Ministry of Training, Colleges and Universities.

A sub-committee of Destiny SSM was formed to plan and deliver the forum, along with the engagement of several in-kind resources:

- Linda Ryan, Destiny SSM
- Jonathan Coulman, Destiny SSM
- Silvia Alves, AWIC
- Marc Capancioni, SSMEDC
- Diana Medaglia, SSMIC
- Rob Running
- Jody Rebek, Leadership Management Consultant, VIVE Inc.

Stuart Baker, CISCO True Growth also provided input and direction during the forum development as did Kevin MacIntyre from Halifax Greater Partnership – he is one of the members of the pan-Canadian network of True Growth communities that Destiny is a part of.

Cavera Inc. (<https://cavera.ca/our-work/2014-greater-community/>) a digital marketing and web development agency based in Sault Ste. Marie completed the branding for this event including: logo design, event communications, agenda and event invitation design and printing as an in-kind contribution to the project.

PURPOSE

The Community Economic Summit gathered community leaders together to create a transparent process and focus for Sault Ste. Marie's community economic development. The summit aligned community members and leaders to share ideas and develop actions for Sault Ste. Marie and area, leading to a prosperous and sustainable community and forming the basis for a strategic plan.

It has been four years since the community developed an economic diversification strategy for the community and on November 20, 2014 at Algoma's Watertower Inn from 8 a.m. to 3 p.m. the Greater Community Forum provided for that opportunity (see Appendix A for the Agenda). Ideas were presented, discussed and collected to help frame the development of our next community economic strategic plan and to launch the CISCO True Growth process.

CISCO True Growth is a true collaborative model where information is shared openly between individuals in diverging sectors ultimately for the common goal of growing an innovative and sustainable community. This supportive, collaborative network and process are necessary for the community to effectively achieve sustainable growth as it will form the relationships and resources required, leading to real action (see True Growth in Appendix B). Sault Ste. Marie is fortunate to have the assistance of Stuart Baker from CISCO True Growth who has worked with Destiny SSM for the past six months.

EXPECTED OUTCOMES

The following outcomes were developed for this event:

1. To promote an understanding of the current economic state of the Sault Ste. Marie (SSM) through the:
 - a. SSM's Economic Report 2014, published by Destiny SSM,
 - b. Overview of the Economic Report by Oscar Poloni, KPMG, and
 - c. Community champion ignite presentations for each table topic area.
2. To gain ideas for potential project enhancements or new community developments to assist and impact future efforts and frame a new strategic plan and direction for the community.
3. To promote an understanding and support for the CISCO True Growth model, in hopes to strengthen the ecosystem in Sault Ste. Marie. This includes strengthening or building relationships between diverging sectors to establish innovative ideas and practices.

METHODOLOGY

A cross-section of community organizations was initially listed to serve as a guide for invitation mailings (see Appendix D). Several community members, youth, First Nations and champions were invited through online email linking to Eventbrite (greatercommunityforum.eventbrite.ca). Destiny SSM and sub-committee members also provided hand-delivered invitations to almost 150 individuals. Approximately 110 registrants out of the 150 that registered attended the forum.

The forum started with two keynote presentations:

1. Economic Overview of SSM (Based on the SSM Economic Report 2014)
Oscar Poloni, KPMG
2. Community Success in the New Economy: A Best Practice
David J. Ivan, Ph.D., Director, Greening Michigan Institute
State Program Leader, Michigan State University Extension

The next segment involved community champions who provided brief five-minute “ignite” presentations to excite and engage participants. They each introduced table topic discussions that focused on a wide variety of local areas for community development (with the exception of “new ideas” which was the focus of two table discussions). This outlines the presenters and topics:

Name	Role and Organization	Topic
Anshumali Dwivedi	Head Business Development and Investor Relations, Essar Ports	Port of Algoma
Katie Elliot Robin Sutherland	Project Coordinator, NORDIK Founder and Artistic Director, Thinking Rock Community Arts	Social Innovation Hub
Lisa Bell-Murray	Vice-President, Controller, Ontario Lottery and Gaming Corporation	Gaming and Modernization
Justus Veldman	Riversedge Developments	Urban Core Development
Susan Hunter Kevin Hemsworth	Director, External Relations, Sault College Director of Marketing and Communications, Algoma University	Community Attraction, Promotion and Retention
Dr. Kim Barker	Medical Officer of Health at Algoma Public Health	Why Health Matters!
Tom Vair	Executive Director, Sault Ste. Marie Innovation Centre	Talent Growth and Development

Following these brief “ignite” presentations, Stuart Baker from CISCO provided an overview of the components, processes and benefits for establishing a True Growth framework within communities to accelerate development. Kevin MacIntyre from the Greater Halifax Partnership shared another presentation that illustrated the outcomes, challenges and benefits of this True Growth ecosystem in the Halifax region.

Moving into table discussions, all participants contributed to facilitated dialogues around topic areas, while volunteer recorders captured the information shared into templates provided on laptop computers. Several facilitators assisted in guiding balanced and positive table topic discussions (see Appendix E for a list of facilitators). Participants were asked to share openly and positively about their ideas and actions relating to the specific topic area they were exploring with the following questions:

1. IDEAS – What is possible?
2. ACTIONS – What can we do?

Below is a summary of these ideas and actions shared, while Appendix C contains the Table Reports for each topic area. A qualitative approach was used to determine the themes across table discussions and the numbering reflects those themes that participants stated most often across table topic conversations.

COLLABORATION AREAS IDENTIFIED



A summary of the themes that emerged from the forum can be found on the following pages and a more elaborate summary can be found in Appendix G (note: common goals are in *italics* and not all groups had time to create one).

1. Community Attraction – Pride of Place Campaign

- *To attract and retain professional talent to the City of Sault Ste. Marie and Upper Peninsula of Michigan through collaboration, partnerships and communication strategies. To create a place that is beautiful, vibrant, accepting of diversity, proud with a brand that reflects the latter and embodies it (we need to live it, too).*
- Beautification: all year round.
- Modernize or rebrand “Naturally Gifted”: with authentic warm welcomes/maps
- Market our location: external and internal outreach (Algoma and Chippewa) with bi-national portal to connect “two nations, one city”.
- Improve attitude - improve cultural competencies (start in elementary school), merge generational gaps and change language to positive and challenge negativity - start believing one another.

2. Healthy Lifestyle Community (Quality of Life)

- Decrease Smoking: 5% reduction over 5 years for smoking use.
- Walkability: 10 year goal - every street has at least one lighted, and ramp access to, sidewalk; increased plowing and snow removal for better access to sidewalks all-year; incentives to change attitudes for public transit, “walk challenges” etc.
- Activities: 10% increase in active transportation or car pool use, indoor warm playgrounds/year round multi-use facility, create wellness attraction/destination, bike trail to Echo Bay, Hub-trail/boardwalk spin-offs, Community Event Curator, citizen ceremonies for new Canadians, etc.

- Park Revitalization and Growth: *1 park per 1 km in Sault Ste. Marie* and revitalize Bellevue and Clergue.

3. Downtown Vibrancy – The “heart” of the City

To bring the community into the downtown area

- Planning: define the “down town”, reduce size, take an active role/aggressive approach for people and businesses to locate and remain there (e.g., young entrepreneurs, post-secondary classes - satellites, etc.).
- Amenities: Change the direction and structure of roads, move to two-way traffic, businesses open past 5 p.m. and relax parking fees on Queen St.
- Developments: many suggestions, including: develop rooftops, regulations for aesthetics, condo's on queen, Boardwalk vendors, Group of Seven railway car exhibit, trolley, commercial space for start-ups on monthly basis, shared service centres, waterfront/water area for community use, float planes rides, “Nathan Phillips” type skating rink and chess board.
- Beautification: Change with Seasons and regulate signage.
- Walkability: (“Healthy Lifestyle Community” connection) Use market on the west and condos at Plummer on the east as anchors to build walking/hub trail, better washrooms, Queen St a walking mall, use geo cashing, etc.
- Make it fun: Ignite the social aspect and change culture of city - better use of pavilion, week-long music festivals, invest in larger entertainers, etc.

4. Social Innovation

- Social Innovation Hub: *Improve our city – focus on long term sustainable employment ... start a hub! Create a healthy workforce*. Inclusive venue, promote social enterprise, share space and financial sustainability, promote success, establish pilots and solicit private investors, angel investors and champion ex-pats.
- Disabled Contributions: *Increase access to allow people with disabilities to contribute*.

5. Empower Youth and Entrepreneurs

- More links between employment and education to foster youth development: labor market info to schools, youth counselors, provide *internships*, co-op, scholarships, job shadowing, *mentorship*, private investors to champion education sector, collaboration between college.
- Innovative programming: shorter programs, Sault-wide accredited degrees online and a regional education system with curriculums to include entrepreneurship and risk-taking.
- Educate employers: wages, subsidy, incentives, grants, internships, Strive etc. and to express HR needs to develop pipeline of human resources.
- Celebrate and Support Positive Youth Relations: youth strategy, youth survey (that is acted on), parental and youth activities in one, inter-generational and diverse, creation attractions and social centres for kids, safe places, youth incubator and recreational spaces (e.g., rentals, Youth Korah Recreation Centre, indoor climbing and satellites a within the city).
- Create a hub of entrepreneurial activities: resourcefulness among people on social assistance, crowd sourcing, promote from within, cost effective space to work, distribution channels with neighbouring communities.

- Note: strong links between this and Social Innovation (see #6).

6. Create and Formalize Ecosystem Approach to Development

- Make it happen private/public partnerships: transform ideas into action, support from community leadership, follow Halifax example, share ideas and resources and connect to Aboriginal communities.
- Citizen-led development: Direct taxes to community needs – people decide and VOTE on what needs to be done, empower citizens, “Banff ideas bank”, United Way-Action for community change, etc.
- NOTE: Strong links between this and Social Innovation (see #6).

7. Active Essar Port

- Think Big. Look down the road. Long-term planning is crucial.
- Issue: area companies having a tough time exporting. Community port can fix that. Increase value-added manufacturing opportunities. Can capitalize on steel and other clusters (forestry, warehousing, etc.). Port can become an enabler for opportunity (e.g., chromite, stainless steel, etc.).
- Access to other transportation channels (major rail CN, CP), require warehousing – need to stage cargo, packaging and container traffic.
- Free Trade Zone (FTZ) with value-added.
- Other success stories – Antwerp. Get port and the rest follows (assembly, advanced manufacturing, storage, etc.).
- Invest Sault Ste. Marie (I-SSM) – link to port development.
- Work with Municipality to provide any road upgrades that are required and evacuation infrastructure (roads, rail) and do it in a local way.
- Work with other potential partners (First Nations, etc.) to develop ideas.

8. Gaming and Modernization

- Education and social – increase First Nation presence in organizations, including OLG and gaming employers.
- Identify the positives that come out of the OLG (i.e tax revenues, support the hospital) and the career opportunities.
- Approach the high schools about the career potentials in gaming and associated careers in gaming i.e. IT, HR, Finance, and teaching gaming and technical skills to fix equipment and attract business.
- Chamber of Commerce to be linked with the gaming task force.

Marginalized are mentioned often, as are First Nations, in most if not all of the above, and stronger efforts to involve them will be required in the future.

In addition, participants were invited to document their ideas for improving our community throughout proceedings. The following suggestions were provided in our “Idea Lantern” that was found on each table.

- Invite people to join a consortium to do things and allow them to do so
- Consider Mayor engagement of the junior youth sector (10-14 years old). They have been identified as having the greatest level of altruism than any other group. Once they have moved into the youth sector (15-18 yrs.)

- they can take on the role of mentors. Focus right now is on youth, move one level lower and see a whole community of Malala's emerge.
- Take pride in our community and embody what it is we do and preach.
 - Let's make our cafes and coffee houses look as beautiful as our lawyers' offices!
 - Create an art project with all the grade four – six children in the community focused on community positives/negatives. Before the project goes up (words, pictures, drawings) have cityssm or NORDIK researcher extract the data. Could be an AFF/AGA/ECNHS project though schools as part of AFF.
 - Reinventing how we run our municipality. Mindset shift to embrace it. Familiar way no longer enough/acceptable. Making sure people are part of process to making it happen (today) – make youth lead.
 - SSM needs entrepreneurial strategy. Start-up Sault exists to promote entrepreneurship and create more entrepreneurial community. Startup Sault needs more support for our small biz organizations. More active participation SSMIC, SSMEDC, CDC, SSMCOC, etc.
 - Engage the disenfranchised through dreamscaping. If those typically on the outside can be engaged to help discuss and solve community issues it can bring a whole new perspective to our "usual" way of viewing our community. This brings diversity to the table.
 - Do something with it (feedback) not just lip service.
 - Quarterly meetings where services are invited to share what they have to offer. Too many agencies talking, not enough listening! Share, share, share.
 - Both keynotes: Entrepreneurship
 - Use the already existing vast network of expat English as Second Language teachers to identify potential star students as possible immigrants or grad students to SSM.
 - Have vacant downtown space available for monthly lease use for the social innovators, SME's, or others – which will create vibrancy and constant diversity.
 - Can we make sure STRIVE is heard?
 - We need to call out and challenge those who are leading SSM and call the downtown area "the toilet" – not allowed!

CONCLUSION

The Greater Community forum engaged community leaders, entrepreneurs, youth, innovators and nurturers in determining future possibilities and actions for Sault Ste. Marie's prosperity and sustainability. Eleven table discussions took place to identify ideas and several themes emerged.

For real action to take place, "Collaboration Café's" along with paralleled online forums could take place to shape these further. The purpose of this follow-up

would be to develop project plans along with identifying actions, tasks, resources and timeframe targeted to complete them and to ensure all interested individuals are engaged. Collaborative cafes are inclusive and exist for community members to contribute towards solid action plans for change. This is where milestones are determined, tasks are delegated and progress is pursued and celebrated.

To formalize the ecosystem the following suggestions are provided:

1. Gain Mayor and City Council Involvement.
2. Explore private / public funding partners to support the formalization of the ecosystem (through funds and participation).
3. Initiate and investigate potential champions for Collaborative Cafes.
4. Create a new platform and identify the resources required (i.e., select Curator) to develop and sustain a formalized True Growth ecosystem.
5. Distribute media release to communicate Collaborative Cafes and provide the forum report to general public.
6. Continue to engage with the pan-Canadian network of curators to share and gain information – accelerating learning and growth.
7. Engage citizens through online platforms (combined with in-person cafes) to identify new opportunities and support collaboration.

Together, with these processes, framework and the positive attitude, enthusiasm, talent and collaboration of many citizens, True Growth will become a reality and a success in the Sault Ste. Marie area.

APPENDIX B – CISCO True Growth Articles

Introducing True Growth to Canada's Municipalities

Posted on October 6, 2014 by Cisco Canada By Stuart Baker, True Growth Specialist, Cisco Canada

On October 7th municipalities from across Canada will meet in Toronto at the Cisco Canada headquarters for the inaugural True Growth Summit. Attending municipalities include Winnipeg, Sault Ste. Marie, Windsor, Waterloo, Toronto, Newmarket, Kingston, Saint John, Moncton and Halifax.

Each of these municipalities is currently in the process of using the True Growth framework to develop human networks or ecosystems. The goal is to get more ‘stuff’ done faster through citizen engagement and collaboration.

They will share their experiences and hopefully begin to create a national ecosystem of municipal collaboration. Specific topics to be discussed include: the role of the True Growth Curator and how best to communicate that role to the community, the latest in collaborative technology, and how to measure the vitality of a human ecosystem.

But what is True Growth and the True Growth Summit?

It is a collaboration accelerator.

True Growth is an action-based framework that accelerates collaboration within and between organizations through common goals and projects. The process creates a collaborative ecosystem that identifies opportunities, provides solutions and gets things done.

How is True Growth unique?

True Growth has a unique model designed to streamline collaboration and accelerate projects. Two of the key elements of this model are the Network Mapping process and the Curation role:

1. The **Purpose Map** identifies the roles of each organization – their core purpose for the ecosystem. This creates the framework for effective collaboration where each participant understands the purpose of the whole Network, their role within the Network and the roles of others.
2. The **Curator of the Network** is a new entity – its purpose is to create the conditions for success. It does this by leading the True Growth process, stewarding the ecosystem framework and promoting collaboration.

Why does it work?

True Growth's success is based on its founding principles:

1. **Transparency** – The partner roles within the ecosystem are clear and information flows freely and quickly.
2. **Common Goals and Projects** – True Growth is about action, doing things together more effectively than on our own.
3. **Collaboration** – This is both a culture of collaboration (not cooperation) and the implementation of collaborative technologies.
4. **Celebrate Success** – Networks feed off momentum. Generating short-term success and feeding it back into the Network leads to exponential growth.

True Growth, Strong and Free, in Canadian Municipalities

Posted on November 6, 2014 by Cisco Canada

The first True Growth Summit, held on October 6th in our Toronto office, was a great success. As I mentioned in my previous blog post, curators from the communities of Winnipeg, Sault Ste. Marie, Windsor, Waterloo, Newmarket, Toronto, Kingston, Saint John, Moncton and Halifax took part in a day-long discussion about their experiences implementing True Growth and the power of collaboration.

I'm proud to announce it was agreed during the session, we all could accomplish our goals more quickly and effectively by establishing a National True Growth Ecosystem – one that is true to its founding principles of transparency, common projects, collaboration and celebration.

Before I share more about the outcomes of the first True Growth Summit, let me explain True Growth in more detail. All of the communities present at our Toronto Summit are currently implementing True Growth, which is defined by a six-step process:

1. Map the Network – using the True Growth Map
2. Identify Key Sectors – both economic and social
3. Do a Gap Analysis – who else needs to be part of the Network
4. Develop Sector Working Groups – identify a common goal and projects that will result in reaching the goal
5. Develop Project Teams – set priorities and build a project plan
6. Curate the Network – promote collaboration within and among the project teams.

True Growth is a framework to accelerate collaboration and get things done (I explained this in my first post last month). The Curators from participating cities build a community ecosystem using this framework and focus on creating the conditions for success. It's a framework we believe in at Cisco.

With that in mind, here are the three key learnings from our Toronto Summit:

Collaboration is not a natural state

- Do not assume that because collaboration makes sense, it will happen on its own – for now at least, it's not a natural state. It takes work, but the rewards are more than worth it.
- For most people over the age of 25, collaboration is difficult. They grew up in a culture that was very hierarchical and linear in its approach to solving problems. To them, the world is a place of zero-sum opportunity; you can only get ahead if someone else falls behind. This culture goes back to grade school and the use of the “bell curve”.
- The first goal of Curators is to foster a culture of true collaboration for the community ecosystem.
- The first goal of Curators is to foster a culture of true collaboration for the community ecosystem.

Cooperation and Competition kill Collaboration

- Most people currently view the world's reality as being a spectrum with competition on one end, cooperation on the other and coopetition somewhere near the middle. Here, you either win by beating someone else or you “don't lose” by compromising your wants.
- Collaboration does not live on this spectrum – it lives above it. This is not a world of the zero-sum, it is a world of limitless opportunity. A world centered in creativity and innovation with a belief that all parties can win if we work together towards common goals.
- The Curator can develop the conditions for success when it raises the Ecosystem conversation from the Competition/Cooperation spectrum to the Collaboration spectrum.

The Power is in Doing Stuff Now

- The saying “culture eats strategy for lunch” is common these days, and for good reason. The days when organizations spend months developing complex multi-year strategies before they do anything are numbered. It's too slow, cumbersome and ineffective compared to the power of real-time action.
- Yes, clear goals need to be established and potential success needs to be defined – but everything is in flow. Reality changes every second – and the ability of an ecosystem to adapt and leverage the current reality is its greatest power.

- At the center of this is reaching your goals by doing stuff now – in the present. Short-, medium- and long-term goals all require current action. No matter how small, the curator can ask what can be done to achieve the goal.

The new National True Growth Ecosystem has agreed to continue our conversation. In future meetings, we plan to discuss: how to measure the vitality and success of an Ecosystem, the role of an Ecosystem brand, the importance of Municipal political involvement and the latest tools that foster collaboration. We have also agreed to the ongoing sharing of best practices.

APPENDIX C – Table Reports

TABLE TOPIC: Gaming Modernization

IDEAS - What is possible?

- *Better communication on long term OLG locations decision should be better communicated to community*
- *Uncertainty of current OLG employees moving to potential service providers. Provide clarity on future and prospective employees.*
- *Media campaign on communicating success stories*
- Blog
- Education component – teaching gaming and technical skills to fix equipment and attract businesses
- Shared services centres. Finance, HR, Communications and other requirements.
- Media campaign – community value proposition. Focus on the “Naturally Gifted” and careful how we market the community. Tribal knowledge in this community that is not familiar to new residents (i.e. identifiers like “old Canadian Tire”). Make the community truly inviting to a newcomer and be honest and sincere (i.e. weather).
- Be more inviting to newcomers (i.e. updated maps, directions). We need to plan on how to welcome newcomers.
- Get past the taboo and go to approach the high schools about the career potentials in gaming and associated careers in gaming i.e. IT, HR, Finance.
- Better education around gaming being and perceptions that it is a taboo sector. Explain the opportunities that exist within the sector.
- Educate youth on gaming and gaming career opportunities.
- Identify the positives that come out of the OLG (i.e tax revenues, support the hospital) and then the career opportunities. It's not about gaming and gambling it's about....trickle down effect. OLG supported businesses will support other businesses in the community...multiplier effect. Starting point is from OLG (i.e. spin off business growth that starts with OLG).
- Giving back to the community. Difficult process to become charity (i.e. paperwork) so they don't benefit from receiving money from the OLG.
- 50/50 draw requires license and paperwork that is done with organization, not with OLG. Simply process of charitable donations/and registration for charities.
- Need to highlight the positives and impact of the OLG revenues have on the community
- Consider map to highlight how funds from gaming/lottery are distributed in the community
- Developing talent – how to attract people from down south.

- Ignite the social aspect in the community to attract talent and their families. Develop the downtown. Make it fun and exciting to attract and retain talent.
 - Living in SSM is a challenge to make it interesting and fun for people. Have fun interesting places for people.
 - Riversedge and Canal District has opportunity
 - Need WestJet or other airlines to be attracted here to provide to Western Canada for travel.
 - Need to add the people side to the economic impact in the community will make a personal connection. Map the economic development (i.e. salaries, goods and services) and what does the map look like for the true company impacts in the community. Show how far the OLG dollar goes. The economic impact. Map the economic ripple effect of the lottery and gaming dollar in the community.
 - Link with media plan on how the gaming dollars trickle down into the community.
 - Provide internships, co-op, scholarship opportunities for Northern Michigan institutes as well as Sault College/Algoma University, southern Ontario colleges/universities and recent graduates.
-

ACTIONS – What can we do?

SHORT-TERM (RUN)

- Media campaign – sell SSM on what has been done (Canadian Banknote, Pollard Banknote, OLG). Myth busters (i.e. OLG has long-term presence). Focus on success stories and showcase that gaming is a growing sector.
- Communicate that SSM has a central hub of gaming and lottery knowledge.
- OLG management needs to identify HR needs. Map out the opportunities and development plan.
- Need organizations to speak to university, college and high school classes to speak about employment opportunities
- Develop co-op and intern opportunities at OLG, as well as other employers with similar succession planning needs (i.e. SAH, PUC).
- Reach out to local people to identify local HR requirements
- Modernize “Naturally Gifted” community campaign (focus on tourism). Need to tap into what people from other regions and countries to attract people. Piggy-back on campaign developed by Tourism SSM.
- More than “Naturally Gifted” – we offer more (services, amenities, night life, excitement). Our community sales job is weak.
- EDC to develop maps on the economic benefits of OLG
- Maximize current employment programs available to employers in the gaming sector.

- Share information on Strive Young Professional organization into the organizations (i.e. OLG and others).
- Need support from community leadership (i.e City Council, Mayor, Chamber of Commerce)

MEDIUM-TERM (GROW)

- Media campaign on attracting young talent (i.e. 25 year olds). Build youth campaign.
- Identify job opportunities that are coming in next 5 year in gaming as well as other careers in similar dynamics. Partner with local educational institutions (i.e. Sault College, AU, Lake Superior State University).
- Partnerships with First Nations (FN) and OLG re: jurisdictional difference and find linkages to identify opportunities. Better collaboration with FN communities.
- Education and social – Increase native presence in organizations, including OLG and gaming employers.
- Increase aboriginal work placement opportunities (i.e. develop Native gaming program).
- Identify ways to increase FN employment at Casinos in Ontario.
- Identify what lessons have been learned from Casino Rama and other Casinos regarding FN employment.
- Develop current welcome maps.
- Replace old land markets with new indicators (i.e. reference points) to identify community areas (i.e. Canal District).

LONG-TERM (TRANSFORM)

- EDC to work to attract WestJet to the airport
- Chamber of Commerce needs to have greater presence in achieving the goals. Chamber of Commerce to be linked with the gaming task force.

TABLE TOPIC: Social Innovation

IDEAS - What is possible?

General:

- Create positive space for youth
- Youth Activities
- Accessibility and Services
- Clean air and water
- Accommodations for elderly
- Neighbourhood community development
- Affordable housing
- Investment in social capital
- More women in management positions at the City
- More employment opportunities – starting at a reasonable age!
- Matching labour research with education and training at an earlier age.
- Transportation
- Understanding of disabilities
- Cultural knowledge, promotion and understanding
- Engagement of newcomers
- Support for healthy lifestyles (e.g. bike lanes, walking paths etc.)
- Community engagement

Employment:

- educating employers on wages, subsidy, incentives, grants, internships
- providing labor market info to students, high schools, counsellors
- encouraging new business, promoting from within
- job shadowing (hands on experience)
- youth incubator (short term employment, educate community, social innovation hub)

Understanding Disabilities/Poverty:

- 'Earth to Table'
- Greenhouse built on CRCA property (serve over \$1,000 youth ages 0 – 18)
Eventually Algoma wide
- Grow produce, herbs and flowers
- Engage all youth – disabilities, mental health etc.
- Mentorship/Training
- Youth entrepreneurship
- Public and private sector benefits

Youth Centre: (no stigma)

- Places for youth to go
- Sports
- Dances

- Safe environments
- Counsellors
- Satellites within the city
- Korah Recreation Centre – utilize space (ie. sell products, barista's, flea markets)

COMMON GOAL:

Improve our city – focus on long term sustainable employment ...
Start a social innovation hub!

ACTIONS – What can we do?

SHORT-TERM (RUN)

- Monthly open meetings
- Find locations (locations change to promote various organizations)
- Promote more notion of social enterprise (meaningful)
- Research – check out other successful communities

MEDIUM-TERM (GROW)

- Identify organizations who want to share space & sustainability
- Solicit private investors
- Angel investors, Champion ex-pats
- Business plans
- Look to other communities (don't try to re-invent the wheel)
- Successful projects/businesses

LONG-TERM (TRANSFORM)

- Long term sustainability (diverse revenue plan)
- Pilot projects in place

TABLE TOPIC: Port Development

IDEAS - What is possible?

Issue: area companies having a tough time exporting. Community port can fix that. Increase value-added manufacturing opportunities. Can capitalize on steel and other clusters (forestry, warehousing, etc.). Port can become an enabler for opportunity.

Other opportunities – chromite, stainless steel, etc.

When you have a port you have access. SSM also has rail and road access, which is great. Warehousing – need to stage cargo. Needs to be covered in some cases. Need infrastructure (buildings). Even packaging opportunities.

Might also attract interest of major rail companies (CN and CP). Now it's sometimes hard to get rail car allocation.

Transporting products over really long distances need to be shipped via water to be cost effective. Container traffic opportunity.

Free Trade Zone (FTZ) with value-added. Can increase the value of products gives companies free trade/tax exemption. Examples of this model: China (special economic zones).

Other success stories – Antwerp. Get port and the rest follows (assembly, advanced manufacturing, storage, etc.).

Invest Sault Ste. Marie (I-SSM) – link to port development.

ACTIONS – What can we do?

How can we capitalize on the above-mentioned opportunities?

SHORT-TERM (RUN)

- Build a strong network to source opportunities. Cast a spider web of sorts. Partnerships are key. Build a Community Reference Group?
- Build/find ambassadors to promote the opportunity. Utilize networks.
- Attend related conferences and other events to generate additional opportunities.
- Consolidate all opportunities into a data base. Being well organized is crucial.
- Take time and energy to build relationships. Get a start-up organization going.

- Build concentric ring approach. Start in Sault Ste. Marie. Connect with regional communities (Wawa, etc.) and move out further from there (Sudbury, etc.) followed by province-wide, nationally and internationally.
- Build upon what's already here in the region. Build it and they will come.
- Develop a communications strategy. Utilize social media and other opportunities.

MEDIUM-TERM (GROW)

- Industrial land development. Work with Municipalities for land, etc.
- Government approvals.
- Other infrastructure. Road connectivity – east – as well as south through the International Bridge.
- Sell slag to clear out land.
- Work with Municipality to provide any road upgrades that are required. Don't want to have high industrial traffic going through residential neighbourhoods. Truck routes. Build up evacuation infrastructure (roads, rail) and do it in a local way.
- Work with other potential partners (First Nations, etc.) to develop additional opportunities.
- Develop a promotion plan once the port is developed.

LONG-TERM (TRANSFORM)

- Develop pipeline of human resources to staff the applicable businesses (current and new/future).
- Engage post-secondary institutions. Work with college/university to develop curriculum specific to industry wants/needs. Also utilize co-op opportunities to develop skill on-site.
- Repatriate former residents to come back.
- Educate employers to express their HR needs.
- Need to do more outreach to external markets (India, etc.).
- Develop the ecosystem to develop new investment and attract immigrants and newcomers.
- Think Big. Look down the road. Long-term planning is crucial.

TABLE TOPIC: Community Outreach: Attract and Retain Talent 1

IDEAS - What is possible?

- Larger scope – city turn into lifestyle community; people come here because of the lifestyle and practical work
- Stuff to do – downtown vibrancy – change in culture of city
- At first when folks immigrated, they immigrated because of work. Ie. Portland, Oregon didn't necessarily move because of the jobs but because of the lifestyle
- In India a city of 75 k is a village, remote, limited capabilities
- We have vacant commercial space downtown
- Empty storefronts, etc. let's do something with it - commercial space available on a monthly basis leased out to SME's starting out, students, social innovators
- Which means that everyone downtown will constantly be changing and reinvented – new stuff down town
- Ex. Of this is market with those leasing space at the Mill Market, new artists pop up there, etc. PACKED all the time!
- Why are they going – because they want a cultural experience – not necessarily because they are buying
- Getting into a social circle from the outside – once you do
- Need for community space(s)

What could be done downtown to attract you there?

- Mentoring would be wonderful – Flakeboard interested
- How can we bring people together
- Coffee houses with a cool vibe with acoustic guitars, place to write, drink a coffee
- Do something differently with the parks – may be a perfect place for musicians to be
- Why are they closing at 4pm? Maybe change demographic
- Most vibrant is most people live there
- Need more changes/activities with the four seasons on the boardwalk
- Events are popular
- We have to love it, too – decorating downtown with Christmas lights
- Piping the music
- Restaurants there I like (Thai, Indian)
- Signs up – Need standards and upkeep for signage in downtown and regulate peeling paint
- On top of buildings
- Invest in beautification – Petosky, Charlevoix, etc.
- Line the AU campus with red flowers?
- Curb-side beautification
- Instead of waiting for people – let's BRING them here. Shuttle buses out to Echo Bay? Etc. to bus people into town every day

COMMON GOAL:

As the Community Attraction and Promotion table we want to create a place that is beautiful, vibrant, accepting of diversity, proud with a brand that reflects the latter and embodies it (we need to live it, too).

Archaic ideas will not necessarily be a part of the new ecosystem.

ACTIONS – What can we do?

SHORT-TERM (RUN)

- Beautification might be an easier short-term fix – the city can present itself with a good first impression (first jobs, schooling) including, bus signs (app with this information – student can create this?) with available times, city flowers, decorating the downtown with seasonal decorations
 - Ie. Tulip festival in Ottawa – flower program could be a good idea for SSM
 - How do we beautify all year round
- Present idea to create a collaborative space with great new ideas (like those listed above) possibly electronically (online, cloud-based?)

MEDIUM-TERM (GROW)

- Explore other ways of mobility/accessibility for larger regional areas (ie. Greater Sudbury – rather than “outskirts” communities like in the Sault, which are compartmentalized) - Allow bedroom communities to come in on bus for free – morning free pick up and evening drop off (accessibility) to create more of a vibrancy
- Places for young children to go (while parent can go explore the city, shop downtown, etc.)
 - Ie. Thunderbay has engaged children under 12 with options like – splash pads in the waterfront (investment by city and city says they have seen the return because their kids are busy and not out spray painting the walls)
 - Climbing wall for teenagers
 - Indoor warm playgrounds
 - The United States has recreational spaces where we can charge a fee to use and rent
 - Make it sustainable – ie. 2500 Sault College students who need something to do (ie. \$25 seasons pass for college and university students as a partnership/collaboration)
 - In Japan (skiing) but you’re in a group/team and you followed an instructor down the hill and on a path
 - Place-based concepts – depressed West end communities who cannot afford to take children out – so can the city bring people to those

- events, bus them in, etc. (Free events, free engagement, free of charge – shuttle buses to bring people to beaches, etc.)
 - Get students to the places we promote – ensure access to the beaches
 - Dog park – it is not on a bus route.
- Bellevue park had a wave pool that was near where the swings currently are (on a hot day, this was something widely used)
 - Needs to be revitalized
- Warm spaces needed
- Skating rink with rented skates and hot cocoa – add the music and string Christmas lights
- Make it more inter-generational and diverse: Provide place for younger people – rav space downtown, bring elderly people down town for events (they are not involved in our community). Change it up.
- Fall – pumpkin patch experience or park
 - Ie. Zombie walk that the citizens created themselves
- Clergue Park needs revitalizing too
- Skating event in Prince– rink and decorations
- City planning event – always different folks planning it (at the EDC), unless it's the Essar Centre
 - Event curator
 - Central coordinated effort around community events – with volunteers and paid events, and you will make it successful and take ownership of it
 - Ensure older generations are revered and not just seniors. Let's change the name?
 - What are we doing for those who are not yet in the home?
 - Shaby Motley some place where inter-generations meet? Knit and coffee
 - Event for SSM and citizen ceremonies for new Canadians in our city
 - Local immigration partnerships
 - They take ownership of their citizenship, and want to have their say – they have huge smiles and are proud to be a Canadian citizen

LONG-TERM (TRANSFORM)

- Attitudinal change or shift within City Council (which will take time; not sure they are all ready for this as the ambassadors to move change forward)
- Join in or get out of the way if there's critical masse to engage citizens – let the people decide on what needs to be done ☺ Let the public VOTE on what needs to be done. The responses will be different because everyone will have a vote and say
- True progress – look globally, and move forward
- Where is there a city in Canada where the city citizens makes decisions (doesn't have to be city planning, but ideas, etc.) let the people decide which is more important?

- Poll on a larger screen with voting polls on what the people want. Make it more social media savvy.
- The cyclists were the ones who created the Hub Trail idea – the city didn't come up with that idea but the people did.

TABLE TOPIC: Community Outreach: Attract and Retain Talent 2

IDEAS - What is possible?

- Develop a portal that will connect everyone on both sides of the border to share resources, assets, recreation and everything the north has to offer
- Market our location. Being situated between 3 great lakes is a huge advantage that should be shared globally. Being located next to large bodies of water is unique, and for many represent quality of life. Water is going to increasingly become a world issue...we have an abundance of it at our fingertips.
- Market that Sault Ste. Marie is a port for cruise ships. Make our port a routine destination stop.
- When university and college students that are not permanent residents in our area return home, send promotional materials such as brochures, etc. to help promote our institutions.
- Market the lower tuition rates and lower class ratios to attract more prospective students

COMMON GOAL: How to attract and retain professional talent to the City of Sault Ste. Marie and Upper Peninsula of Michigan through collaboration, partnerships and communication strategies.

ACTIONS – What can we do?

- How do we switch the mindset of our children to return to their home communities after graduating college/university?
- Foster the entrepreneurial spirit through:
 - More cooperative programs in the education system- Real life experience fosters mature, work-driven students
 - Develop more funding and grant programs through the EDC, CDC, etc.
- Be a more welcoming city, develop tactics that will allow people who move here to feel that they belong here.
- Create an environment that will allow people to give back and offer support. i.e. mentorships
- Create job portal that is specific to opportunities in and around SSM – connect with Sootoday to advertise these opportunities weekly
- Deliver education online to decrease barriers. Create a regional education system to improve consistencies across the institutions in our region.
- How do we assist those who have moved away and would like to return home to find work:
 - Work with media companies to advertise employment opportunities in the city. Make it accessible so that all companies could use it to advertise their job opportunities

- Share success stories by visiting schools about your employment journey
- Introduce entrepreneurship to the public elementary and secondary school curriculums – needs to be ingrained in daily work, not additional to curriculum
- Merge the practical approach of college with the analytical skills of university to create a balance that will give students a superior advantage and better chance at success – colleges and universities need to work together to create collaborative programs that develop grads that our workforce needs
- Teach individuals how to market their skill sets and strengths

TABLE TOPIC: Talent Growth and Development

IDEAS - What is possible?

Collaboration among community organizations and groups to develop common and shared recruiting strategies. Sharing information through networking, partnerships, mentoring and resource sharing.

Enhancement and expansion to develop a vibrant, active film and arts culture.

Developing a strong youth strategy with links to employers and meaningful internship opportunities for youth that lead to full time jobs

Re-branding and marketing Sault Ste. Marie

Sharing our talent.

ACTIONS – What can we do?

SHORT-TERM (RUN)

- Challenge the status quo every day.
- Begin networking opportunities to help people get to know each other and what is going on in the city.
- Use positive language, believe in one another and challenge negativity.
- Make a list of who does what, etc.
- Start believing in one another.
- Share demographic data widely.
- Innovation centre to create a community portal for “thinkers and drinkers”.

Human Resources

- Create and formalize the human resources ecosystem.
- Develop a recruiting agency for all sectors.
- Bring companies and organization human resources professionals together to develop a community based recruiting strategy.
- Develop strategies and tools to support small organizations in their recruitment processes.
- Gather testimonials from youth who have returned to the city that could be used to encourage others to return to the city.
- Strengthen the link between education and jobs; employers sharing with educators the needs and expectations of workplaces.
- Support organizations such as March of Dimes, CLA and St. Vincent's to get people with limitations and barriers into the workforce.
- Merge generational gaps by developing mentorship knowledge and skills among professionals and employers and processes to mentor youth.

- Look for public-private partnership to help solve the “no jobs because no experience; no experience because no job” cycle

Arts & Culture

- Develop a local talent agency to support local film and arts culture.

Youth

- Encourage and support local employers to create meaningful, paid internships for youth that lead to long-term jobs.
- Expand networks so that youth can learn what jobs are available. Provide them with the personal connections to employers.
- Develop targeted promotion of Sault Ste. Marie for youth.
- Develop a communication strategy directed towards international students.
- Strengthen the link between education and jobs. Encourage employers to share with educators the needs and expectations of workplaces.

Rebranding City

- Collaborate with the city in re-branding efforts.
- Collaborate with aboriginal communities in planning and delivery of services.
- Promote opportunities for community members to share ideas and resources and connect with each other.

MEDIUM-TERM (GROW)

Arts & Culture

- Create amazing productions, such as documentary films.
- Strengthen the film industry and expand the arts and culture industry of the city.

Youth

- Create accessible space that is cost-effective and affordable for youth.

Re-Branding the City

- Look for opportunities to go outside the city, to reach out to other areas.
- Support and promote the businesses and services in the downtown area; tie to transit, restaurants, etc.
- Develop a mechanism to increase collaboration and consultation by planners when considering the impact of relocating organizations and services away from the downtown e.g. moving the hospital, PUC and the high school others in the downtown area.

LONG-TERM (TRANSFORM)

Human Resources

- Reach out populations that are growing, such as people with disabilities, to develop employment and work opportunities.
- Expand cost-effective spaces to work for entrepreneurs and small not-for-profit organizations.
- Consider needs of people with disabilities and First Nations people in all efforts.

Arts & Culture

- Develop a new, year round, multi-use facility giant theatre bigger than the arena.
- Kiwanis Community Theatre and more aesthetic than the arena.
- Support establishment of a very entertaining nightclub.

Youth

- Support and create opportunities to engage youth in community activities.

Re-Branding the City

- Develop a distribution channel for good produced locally
- Expand opportunities for private/public partnerships
- Explore opportunities to address transportation issues, especially for those living in the rural areas around the city.
- Develop something groundbreaking.
- Create a video for the city that promotes positive messages.

TABLE TOPIC: Community Health

IDEAS - What is possible?

- Decrease smoking use (employer incentives)
- Increase amount of sidewalks in Sault Ste. Marie (partnership with SSMIC)
- Increase amount of lighting for sidewalks
- Increase in parks (1 per 1km)
- Incentives for change in attitudes for public transit
- Creating a healthy workforce
- Assisting people with disabilities (allowing them to contribute)
- Increased plowing and snow removal for better access to walking. Requires tax money.
- Unhealthy food use in schools (weekly pizza days)

COMMON GOAL:

1. 5% reduction over 5 years for smoking use
 2. Reduce access to unhealthy food in schools
 3. 10% increase in active transportation or car pool use
 4. 1 park per 1 km in sault Ste. Marie (many rented houses downtown are much further away from active park sites than the average)
 5. 10 year goal: every street should have at least one lighted sidewalk and ramp access to sidewalk
 6. Increasing access to those with disabilities to contributing to society
-

ACTIONS – What can we do?

SHORT-TERM (RUN)

- Collaborating with First Nations decrease tobacco sales to minors on the reserve. Encourage a Band bylaw to enforce a decrease sales to minors
- “walk challenges” – collaboration between organizations that will challenge each other’s workers to a walk-off. Walking to work, taking the stairs will be counted and compared for prizes/incentives.
- Partnership Algoma Public Health, Red Cross, Councilors, volunteer services to approach City Hall to enforce a widespread campaign of mandatory lighted sidewalks
- Collaborating with Volunteer Sault Ste. Marie to target those with disabilities to help them contribute
- Greater partnerships with Mill Market, local farmers to increase healthy food products in schools

MEDIUM-TERM (GROW)

- Collaboration between employers to give incentive for employees to quit tobacco use (example: week of holidays for quitting)
- Partnership with Sault Area Hospital to offer specific counselling for smoking users
- Community pharmacists collaboration to enhance access to nicotine replacement therapy
- Mode transportation – offering free parking that is further away from paid parking that offers an incentive to walk from further away
- Automatic bus passes for students of AlgomaU and sault college.

LONG-TERM (TRANSFORM)

- Changing bus routes to increase time availability to SAH, AlgomaU, etc.

TABLE TOPIC: Downtown Development 1

ACTIONS – What can we do?

- Get the word out
- Make it a destination
- Ensure major businesses, schools, etc. remain in the downtown core
- Need public anchors to build that critical mass, tenants
- Downtown street is used as a freeway (arteries need to be changed)
- There has been 30 or 40 new businesses created in the downtown core.
Change redevelopment to opportunities. We also need to take the people that live down there into consideration.
- Be positive and say “it could always be better”
- Can we take lessons from what they are doing in the canal district?
- All the downtown businesses are connected. If one closes it affects us all.
- You come downtown for a specific - we need an energy to attract people.
- Need walkable cities.
- Need to have business and people/families living together
- Need a place to stop for an ice cream or something along the water front
- Develop business along the water front/hub trail
- Need more/better washrooms for water front/hub trail
- Be a lot of spin offs from the hub trail
- Need to attract the youth
- Need reasons to go down there that do not cost money ie live music etc.

Issues:

- Keep it safe and ensure property pride/protection
- It is busy during the day 12-5 but after 5 it dies down. This is a major challenge for businesses.

SHORT-TERM (RUN)

- There is a “graffiti reframed” program but it is new
- Need better planning. Right now everything is being shifted north on great northern road.
- Need to work on the definition of “down town” Determining what is business and what is residential. Maybe reduce the size of the down town core.
- Land use development
- Get city planning on board.
- Population density
- Putting the university downtown was a big help. Look at Brampton. Once they got a mass of young energetic people the downtown core took off. Sault College should also be down there. The city should tell these types of institutions that they must go down there and/or have incentive. Problem is with the small schools it is easier to keep everyone together . The schools

need an offer on the table to make them want to go down there. Eg sold the university the Windsor star building for \$1 to help the down town core. Once we get these students down there the private sector always follows the money i.e. coffee shops, restaurants

- Getting the word out. Banners, rebranding, etc.

MEDIUM-TERM (GROW)

- Almost all these projects will be ongoing and need to be done over the long term.

LONG-TERM (TRANSFORM)

- Change the direction and structure of the roads
- City planning, we need an aggressive approach
- Public transit, urban planning, lights, streets
- Change in attitude/culture... **Ongoing**
- WE need to incentivize to get people and businesses to go down there
- Need people in their 30s, 40s they are the one starting new business – **Ongoing**

Top Priorities

- The city has to take an active roll in prompting public sector to establish in the downtown core
- Moving away from 1 way traffic = 2 way traffic
- Address the vacancy issue and offer incentive for people to move and invest

TABLE TOPIC: Downtown Development 2

COMMON GOAL: To bring the community into the downtown area

IDEAS - What is possible?

- Relax parking fees on Queen St.
- Bring in whole foods grocery store for all living in downtown apartments
- Build condos on Queen St
- Bring university buildings into downtown
- Gourmet food trucks around Boardwalk
- Use market on one end and condos at Plummer sight as anchors to build walking/hub trail into downtown area
- Make better use of pavilion with more events
- Bring in week-long music festivals
- Make Queen St a walking mall part-time or full-time

ACTIONS – What can we do?

SHORT-TERM (RUN)

- Deal with parking
- Bring walking into downtown use geo cashing idea to create interest and fun
- Make Queen St into walking mall

MEDIUM-TERM (GROW)

- Bring university buildings downtown
- Gourmet trucks on board walk
- Re-open ice cream shop at pavilion
- More pavilion events
- Week-long music festival

LONG-TERM (TRANSFORM)

- Bring in organic groceries
- Build condos in downtown area

TABLE TOPIC: New Ideas 1

IDEAS - What is possible?

Run: Now to 6 months, Grow: 2 years, Transform: 6 months to two years

Sports: Transformation

1. Strathclair to Hiawatha Corridor would be a great place to develop;
2. Create a wellness attraction/destination - possibly youth focused sports events
3. Create a tourism marketing program with Algoma and Chippewa County
4. Develop rock climbing activities and a rock wall

Create a hub of entrepreneurial activities: Transformation

Turn waterfront/water area in an area the community can use: Transformation

1. Water sports
2. Move the ACR tracks to south of mall
3. Green the mall parking lot (consider the heart of the turtle)

Railway car with a group of seven exhibit: Grow

Work more closely with surrounding communities (especially Echo Bay and Garden River); medical/housing/recreation: Grow

Bike trail to Echo Bay: Grow

1. ride community to community
2. destinations: bakery, ice-cream stop, swimming, fairs, other routes

Festivals: RUN

1. separate ribfest from rotary fest
2. more fests; more ages/demographics - these energize the community

Kids: Run/transform

1. Creation of attractions and social centres for kids
2. Integrate some kid activities with activities for the parents so that they can both do something fun
3. splash park with play areas
4. create community centres at schools
5. SSM should survey the kids just like they have done in other communities

Waterpark with themed attractions: Grow

1. Maritime museum
1. float planes with rides (tie in with bushplane museum)

Develop a vibrant downtown: Transform

1. unique shops
2. restaurants with outdoor seating/patios
3. lofts for rent
4. businesses open past 5 pm
5. street car or trolley car concepts where you can hop on or off
6. lots of lights at Christmas and flowers in summer

Create a nathan phillips type square: Grow

1. possibly on south side of March street between quickcopy and the walker building and queen and bay
2. create a skating rink in the winter with skate rentals, hot chocolate
3. things going on in winter and street vendors, chess boards, activities in summer
4. downtown like Ottawa (patios/shops/walking mall)

Invest in bringing in larger entertainers to SSM to make better use of essar centre and recognize spinoff dollars: Grow

Community campaign to grow our educational institutions: Transformation

1. increase size/programs resulting in spin-off dollars
2. talent retention
3. satellite campus downtown - pub/resto/housing
 - Vendors (ice-cream, lemonade) on boardwalk: Run
 - Create a clean up, paint up, fix up your property program: Run
 - Put mechanisms in place to transform all of these ideas into action
 - Halifax Model: Run
 - More bike lanes: Transform
 - More shopping on the other side of Great Northern Road: Transform

Vibrant Canal District: Grow, Active Port (Essar): Transform

Four(4) Lanes from Second Line down through Black Road: Transform

TABLE TOPIC: New Ideas 2

IDEAS - What is possible?

- Engagement comes from perspective of majority ensure to include or go to the minority to engage
- Be more inclusive and develop or strengthen a “Friendly Community” ideal to new residents/students
- Ensure home grown entrepreneurs in next generation e.g. retirements who will take on the business?
- Value and encourage entrepreneurship (especially by parents)
- Spirit of entrepreneurship, survival, resourcefulness among people on social assistance
- Ensure sustainability and focus
- Listen and act on solutions shared
- Need to put ourselves in the shoes of the people who live in our community – continuum of opportunity?
- Identify the problem
- No venue for consultation...ensure inclusive and “outside” views are listened to actively
- Making connections – public/private coordination ways you can fill it into all the different clusters – finding employment for youth, downtown revitalization
- Leverage this experience in private/public coordination
- Running nonprofit as a business...partnerships to leverage dollars between nonprofit and private
- Lots of plans and strategies and barriers are economic reasons we can do some actions
- We know what our community needs are
- Educate and create awareness of how the investments are paying off – eg Innovation Centre, EDC etc.
- Success breeds success
- Local media outlets to promote development - create the forums and networks to bring the people together
- Organizations are more transparent
- Education people / institution on risk management – value of taking on risks
- Look through the lens of newcomers to SSM, Aboriginal training, OFIFC Cultural Competency training – every organization should take this
- Cross-cultural program for multicultural training to help address and recognize, build and develop new attitudes to education, start in elementary school
- Community and organizations need to invest in the programs authentically and wholeheartedly

ACTIONS – What can we do?

SHORT-TERM (RUN)

- Direct taxes to community needs are (the initiatives we value) – people decide
- Key organizations funded through government dollars aligning strategic direction and consistent principles that are important to us....new leaders emerging for new areas e.g. Mill Market, Essar Ports, etc.
- Share the cross-cultural and multicultural programs in elementary schools
- Education in entrepreneurship, risk-taking, etc.
- School boards - rationalize, and offer supports and resources (such as camps)

MEDIUM-TERM (GROW)

- Consistency needs to be there.
- Halifax example-open up dialogue and communication. We always talk to the same people.
- “Banff ideas bank” - City council, and other community members.
- Remain focused on our local competitive advantage.
- United Way- Action for community change- community communications, have a voice.
- “downtown dialogue” – resource center on Gore St. (housing, arts,) voice from the grass roots.
- Margined community members - need to take the conversation to where the people are. Not invite them to events/meetings.
- Communities that do “this well” - Halifax – on going survey which is collaborative and includes all citizens.
- Give permission to citizens - empower them and allow for their voice to be heard and the input needs to go somewhere and be validated.
- Councilors reaching out to taxpayers
- As a community, how do we set a priority? – Halifax had four priorities, which was a 3-4 year plan.
- Focusing on business and everything is important (youth, college, universities)
- Youth – Priority
- Employees available- have a well-trained labour force and need to inform other communities.
- Have First nations integrated into the labour market.

LONG-TERM (TRANSFORM)

Wrap up

- Everything falls back to education
- Create awareness and it will clear a path

- A lot of business are structured on the left hand side and not thinking about the right side-Collaboration
- Sault needs a beacon of hope - some things are good and need to work on the things we can improve and change (now)
- Education sector from one end to the other - needs to collaborate college and university more.
- Private investors that will champion the education sector
- Grow private and public sector partnerships.
- City park revitalization and recreation for people
- Donations are tax-deductible (crowd sourcing)

APPENDIX D – Target Sectors and Organizations

The following was used as a guideline to invite community representatives.

Education and Research

Algoma District School Board
Algoma University
Huron-Superior Catholic District School Board
Sault College of Applied Arts and Technology (include Con-Ed.)
Lake Superior State University
Health Informatics Institute
Invasive Plants Institute
Invasive Species Institute
Rural Agricultural Innovation Network
NORDIK
Great Lakes Forestry Center/Natural Resources Canada (Bug Lab)
Fisheries and Oceans Canada (Sault Office)/Sea Lamprey Control
Ontario Forest Research Institute
Program Read
Contact North

Economic Development and Employment Agencies

Algoma Workforce Investment Committee (AWIC)
Sault Ste. Marie Economic Development Corporation
Tourism Sault Ste. Marie, Executive Director
Sault Ste. Marie Innovation Centre
Sault Ste. Marie Chamber of Commerce
Community Development Corporation of Sault Ste. Marie & Area
Enterprise Centre - General Manager
Contact North
Algoma District Services Administration Board
Employment Solutions
Regional Employment Help Centre
Canadian Hearing Society
YesYouCan Employment Consulting/Positively Charged
Entratech Resolutions - E. R. Employment Consulting
John Howard Society of Sault Ste. Marie - Executive Director
Employment Options
Sault Community Career Centre
Ontario March of Dimes
Ontario Works
Ministry of Northern Development and Mines
Northern Ontario Heritage Fund Corporation
Ministry of Training, Colleges and Universities
Ministry of Community and Social Services /Children and Youth
FedNor Officer

Businesses

Algoma Farmers Market and Mill Market
Downtown Association
Blue Forest
Developers like Biasucci, Ruscio, etc.
Savoys (past Destiny member)
Hollywood
Trading Post
Soo Mill
Large Dealerships
Media companies (Lucidia, DIG, etc.)
Doctor or Dentist and Lawyers Offices
Northern Credit Union
Banks
Stones' Office Supply
Golf Clubs
Strike Minerals/Superior Aggregates
Essar Steel Algoma
Flakeboard
Canadian Steel Trade Employment Congress
Tenaris
McDougall Fuels
OLG
Charity Casino
Habitat for Humanity ReStore
Call Centres
Great Lakes Power/Brookfield Power
PUC
Pod Generating
Heliene
Soo Foundry
China Steel
Machine shops

Health, Youth and Culture

Nurse Practitioner Clinic
Sault Area Hospital
Group Health Centre
Physician Recruitment
Algoma Public Health
Public Transportation/City Transit
Art Gallery of Algoma
Sault Arts Council
Algoma Conservatory

New to the Sault
Algoma Fall Festival
Sports Association - hockey, soccer, Soo Finish, etc.
Searchmont
Sault Trails Club (STAC)
Stokely
Clean North
New North Greenhouses
Public Library
Musical Guild
Film Companies - ACE, etc.
Conservation Authorities - Algoma Highlands, Lake Superior
North Shore Tribal Council
The Voyageur, Agawa Store, LSSP Visitor Centre (Provincial Parks)
Finish Rest Home/Retirement Living
Métis Nation of Ontario
Batchewana First Nation
Garden River
Indian Friendship Centre
Metis Nation of Ontario
Francophone Community
Local Immigration Program
New to the Sault
Strive Young professionals
YMCA
Start Up Sault Ste. Marie
Turtle Concepts? Other Youth Groups?
United Way SSM
Sault Ste. Marie Youth Council
Student Councils (College, University-including LSSU), Secondary Schools)
Youth Social Innovation Network/NEST

APPENDIX E – Facilitation Services Names and Titles

Many thanks to the facilitators and recorders at the event, especially for those who provided in-kind facilitation listed below:

1. Susan Hunter, Director, External Relations, Algoma University (Community Champion for Community Outreach)
2. Kevin Hemsworth, Director, Marketing and Communications (Community Champion for Community Outreach)
3. Robin Sutherland, Founder and External Director, Thinking Rock Community Arts (Community Champion for Social Innovation)
4. Katie Elliot, Project Coordinator NORDIK (Community Champion for Social Innovation)
5. Dan Hollingsworth, Director, Strategic Initiatives (Community Champion for Port / Advanced Manufacturing)
6. Dr. Kim Barker, Medical Officer of Health and CEO of Algoma Public Health (Community Champion for Community Health)
7. Mary-Ellen Szadkowski, ZAD Consultants
8. Michael D'Angelo, BLCT Consulting
9. Greg Punch, D.G. Punch Consulting
10. Gail Biocchi, VIVE
11. Steve Turco, City of Sault Ste. Marie (Community Champion for Downtown Development)
12. Jennifer McFarling, Business Consultant, Ontario Lottery and Gaming (Internationally Certified Facilitator)
13. Nadine Walkertin-Brain, Business Consultant, Ontario Lottery and Gaming (Internationally Certified Facilitator)

APPENDIX F - KEYNOTE BIOGRAPHIES

1. Overview of Sault Ste. Marie Economic Report 2014 (DestinySSM)

Oscar A Poloni, KPMG

Audit and advisory services partner, providing professional services to municipalities, hospitals, First Nations, senior government agencies and not-for-profit organizations throughout Northern and Central Ontario.

2. Community Success in the New Economy: A Best Practice

Our world has changed and past strategies to add vitality in our cities and towns are failing in a globalized society. Based on the successful approaches from real people in real communities, this interactive and engaging presentation provides leaders and citizens with meaningful ideas to position their community for success in today's new economy. The presentation is the result of nearly two years of research and site visits to nearly 80 smaller and mid-sized best practice communities in 22 states from across the United States.

David J. Ivan, Ph.D., Director, Greening Michigan Institute

State Program Leader, Michigan State University Extension

MSU Extension's Greening Michigan Institute has named David J. Ivan its director. He served as the institute's interim director since July 2012. Ivan provides oversight to a team of more than 65 MSU Extension members who specialize in natural resources management, financial literacy, entrepreneurship and more. Ivan has nearly 15 years of progressive leadership experiences with MSU Extension. In addition to serving as GMI interim director, he also served as a regional director and Clinton County Extension director. Ivan has provided innovative Extension programming in economic development and is frequently sought as a guest speaker on community revitalization. He holds a bachelor's and a doctorate from MSU as well as an MBA from Penn State University.

APPENDIX G – SUMMARY OF THEMES RESULTING FROM TABLE DISCUSSIONS

9. Community Branding (45) – Pride of Place Campaign

- Beautification All Year Round– Pride of Place: Invest in beautification for a good first impression, curb-side beautification with flowers, downtown seasonal decorations, “graffiti reframed” program, signage, festival e.g., Tulip festival in Ottawa; and collaborative space online for idea generation
- Modernize or rebrand “Naturally Gifted”
 - Make it a destination with current welcome maps
 - Develop and live the community value proposition
 - Be an authentically welcoming community
 - Promote development - create the forums and networks to bring the people together
 - External outreach globally (i.e., India) and internal outreach locally
- Market our location
 - Tourism marketing program with Algoma and Chippewa County
 - Being situated between 3 great lakes is a huge advantage and is perceived as effecting mental-wellness.
 - Lower tuition rates and lower class ratios to attract more prospective students
 - Youth campaign
 - Repatriate those who leave to come back and send promotional materials
 - Communicating success stories through media, Blog and school visits that communicate employment journey
 - Talent agency - recruiting for organizations
 - Develop a portal to connect all on both sides of the border - share resources, assets, recreation and everything the north has to offer, including a job portal specific to opportunities in SSM area – connect with Sootoday to advertise and make accessible so that all companies can use easily
- Accessibility: Bedroom community’s morning free pick up and evening drop off, automatic bus passes for post-secondary students, changing in bus routes to increase time availability to SAH, Algoma U, etc. and accessibility to the places we promote (i.e., beaches, bring people in from Echo Bay)
- Welcome and Improve Attitude (11):
 - Be more inviting to newcomers (i.e. updated maps, directions),
 - Welcome newcomers by looking through the lens of newcomers to SSM, and develop tactics that will allow people who move here to feel that they belong here
 - Aboriginal training and OFIFC Cultural Competency training to help address and recognize, build and develop new attitudes to education, start in elementary school. Community and organizations need to invest in the programs authentically and wholeheartedly

- Attitudinal change or shift within City Council
- Change the mindset of our children to return to their home communities after graduating college/university
- Merge generational gaps - older generations are revered and not just seniors. Let's change the name? Shaby Motley some place where inter-generations meet - Knit and coffee
- Have First nations integrated into the labour market
- Change language to positive and challenge negativity - start believing one another

10. Healthy Lifestyle Community – Activities, Events, Parks and Rec. (31):

- People are attracted based on the lifestyle SSM has to offer (Let's define this!)
- Decrease Smoking: 5% reduction over 5 years for smoking use
 - Employer Incentives
 - Collaboration between employers to give incentive for employees to quit tobacco use (example: week of holidays for quitting)
 - Partnership with Sault Area Hospital to offer specific counselling for smoking users
 - Community pharmacists collaboration to enhance access to nicotine replacement therapy
 - Collaborating with First Nations decrease tobacco sales to minors on the reserve. Encourage a Band bylaw to enforce a decrease sales to minors
- Walkability: 10 year goal - every street should have at least one lighted sidewalk and ramp access to sidewalk
 - Partnership Algoma Public Health, Red Cross, Councilors, volunteer services to approach City Hall to enforce a widespread campaign of mandatory lighted sidewalks
 - Increased plowing and snow removal for better access to walking. Requires tax money
 - Increase amount of sidewalks in Sault Ste. Marie (partnership with SSMIC)
 - Increase amount of lighting for sidewalks
 - Incentives for change in attitudes for public transit
 - Free parking farther away to promote walking
 - “walk challenges” – collaboration between organizations that will challenge each other’s workers to a walk-off. Walking to work, taking the stairs will be counted and compared for prizes/incentives
 - Active Transportation: 10% increase in active transportation or car pool use
- Activities:
 - Indoor warm playgrounds/year round multi-use facility,
 - Recreational spaces that charge a fee to use and rent
 - Strathclair to Hiawatha Corridor development,

- Create wellness attraction/destination - possibly youth focused sports events,
 - Develop rock climbing activities and a rock wall
 - Bike trail to Echo Bay: ride community to community, destinations: bakery, ice-cream stop, swimming, fairs, other routes
 - Hub-Trail/Boardwalk spin-offs and business developments along route
 - Citizen-led: The cyclists were the ones who created the Hub Trail idea and citizens came up with the Zombie Walk.
 - Events: Central coordinated effort around community events – Event Curator, For SSM and citizen ceremonies for new Canadians in our city, separate Ribfest from rotary fest, create more fests
 - Park Revitalization and Growth: 1 park per 1 km in Sault Ste. Marie (need more parks - many are further away from parks than average). Bellevue and Clergue (perfect place for musicians, wave pool/splash park, skating rink with rented skates and hot cocoa – add music and string Christmas lights, Fall – pumpkin patch experience, dog park)
- Disabled Contributions (5): Increase access to those with disabilities to contribute to society
 - Understanding disabilities/poverty - public and private sector benefits
 - 'Earth to Table'
 - Collaborating with Volunteer Sault Ste. Marie to target those with disabilities to help them contribute
 - Greenhouse built on CRCA property (serve over \$1,000 youth ages 0 – 18) Eventually Algoma wide
 - Grow produce, herbs and flowers

11. Downtown Vibrancy (81) – The “heart” of the City

COMMON GOAL: To bring the community into the downtown area

- Planning:
 - Define the “down town”
 - Determine what is business and what is residential.
 - Reduce the size of the down town core
 - Land use development
 - Take an active roll/aggressive approach in prompting and providing incentives for people and businesses to locate there and remain there
 - Young entrepreneurs
 - Education institutions/ classes (3) - Satellite campus - pub/bistro/housing
 - Public sector
 - Address the vacancy issue and offer incentive for people to move and invest
- Amenities: Public transit, urban planning, lights, streets
 - Change the direction and structure of the roads.

- Moving away from 1 way traffic = 2 way traffic
- Businesses open past 5 pm
- Relax parking fees on Queen St.

- Developments:
 - On top of buildings
 - Regulations for aesthetics
 - Whole foods grocery store and organic groceries
 - Condos on Queen St (2) – need more people living there
 - University buildings
 - Gourmet food trucks around Boardwalk
 - Re-open ice cream shop at pavilion
 - Railway car with a group of seven exhibit
 - Unique shops
 - Restaurants with outdoor seating/patios
 - Very entertaining night club
 - Lofts for rent
 - Coffee houses with a cool vibe with acoustic guitars, place to write,
 - Street car or trolley car concepts where you can hop on or off
 - Make use of commercial space – make available on a monthly basis leased out to SMEs starting out, students, social innovators, will constantly reinvented – new stuff down town e.g. those leasing space at the Mill Market, new artists pop up there, etc. PACKED all the time!
 - Shared services centres - finance, HR, communications, etc.
 - Develop waterfront/water area for community use
 - Water sports
 - Move the ACR tracks to south of mall
 - Green the mall parking lot (consider the heart of the turtle)
 - Waterpark with themed attractions: Maritime museum, Float planes with rides (tie in with Bushplane museum)
 - Giant theatre Create a “Nathan Phillips” type square:
 - south side of March street between quickcopy and the walker building and queen and bay
 - create a skating rink in the winter with skate rentals, hot chocolate
 - Street vendors, chess boards, activities in summer
- Beautification – Change with Seasons:
 - lots of lights at Christmas (2) and flowers in summer
 - Create a clean up, paint up, fix up your property program
 - Signs up – no standards on signage, regulate
- Walkability (11) – NOTE: Connects with Community Health:
 - Use market on one end and condos at Plummer sight as anchors to build walking/hub trail into downtown area
 - Need more/better washrooms for water front/hub trail
 - Make Queen St a walking mall
 - Bring walking into downtown use geo cashing idea to create interest
 - Downtown like Ottawa (patios/shops/walking mall)
 - More bike lanes
 - Develop business along the water front/hub trail

- Boardwalk Vendors: ice-cream, lemonade, gourmet trucks
- Make it fun: Ignite the social aspect and change culture of city
 - Better use of pavilion with more events (2)
 - Week-long music festivals
 - Invest in bringing in larger entertainers to make better use of Essar
 - Attract youth
 - Need reasons to go that do not cost money i.e. live music etc.

12. Educate (34), Empower Youth (30) and Entrepreneurs (12)

- Create a hub of entrepreneurial activities
 - Support home grown entrepreneurs and succession planning
 - Spirit of entrepreneurship, resourcefulness among people on social assistance
 - Donations are tax-deductible (crowd sourcing)
 - Encourage new business, promote from within
 - Cost effective space to work
 - Distribution channel for goods
 - Work more closely with surrounding communities (especially Echo Bay and Garden River); medical/housing/recreation
 - Increase film arts culture industry
- More links between employment and education to foster youth development:
 - Strengthen the link between education and jobs-sharing
 - Entrepreneurism celebrate it, educate on the value and parental encouragement
 - Organizations to speak to education about employment opportunities
 - Provide labor market info to students, high schools, counsellors
 - Teach individuals how to market their skill sets and strengths
 - Youth Counsellors
 - Develop more funding and grant programs through the EDC, CDC, etc.
 - Provide **internships**, co-op, scholarship opportunities for Northern Michigan institutes as well as Sault College/Algoma University, southern Ontario colleges/universities and recent graduates.
 - Job shadowing (hands on experience)
 - **Mentorship /Training** (disabilities, poverty) - Mentoring Flakeboard interested
 - Private investors that will champion the education sector
 - Education sector from one end to the other - needs to collaborate college and university more.
 - Employees available-have to have well trained labour force and need to inform other communities
- Educate employers:
 - On wages, subsidy, incentives, grants, internships
 - To express their HR needs.
 - Develop pipeline of human resources to staff the applicable businesses (current and new/future)

- On Strive Young Professional organizations (i.e. OLG and others).

- Programming
 - Community campaign to grow our educational institutions (transform)
 - increase size/programs resulting in spin-off dollars
 - talent retention
 - Engage post-secondary institutions. Work with college/university to develop curriculum specific to industry wants/needs. Also utilize co-op opportunities to develop skill on-site.
 - Shift away from 4 year degree programs, shorter college programs allow people to enter the workforce faster. Real life experience fosters mature, work-driven students
 - Sault-wide accredited degrees deliver online to decrease barriers. Create a regional education system to improve consistencies across the institutions in our region.
 - Merge the practical approach of college with the analytical skills of university to create a balance that will give students a superior advantage and better chance at success – colleges and universities need to work together to create collaborative programs that develop grads that our workforce needs
 - Introduce entrepreneurship to the public elementary and secondary school curriculums – needs to be ingrained in daily work, not additional to curriculum
 - Education people / institution on risk management – value of taking on risks
 - Education in entrepreneurship risk-taking, etc.
 - Share the cross-cultural and multicultural programs in elementary schools
 - First ever local and mandatory program on entrepreneur, risks ansm
 - School board- rationalize, and offer supports and resources (such as camps)
- Celebrate and Support Positive Youth Relations
 - Youth-Safe environments
 - Youth strategy
 - More youth testimonials
 - Let youth know what jobs are here
 - SSM should survey the kids just like they have done in other communities – ask them what they want and build it
 - Engaged youth-engage each other
 - Networking-sharing talent
 - Integrate activities with activities for the parents so that they can both do something fun (2)
 - Engage all youth – disabilities, mental health etc.
 - Youth entrepreneurship (disabilities, poverty)

- Spaces for youth
 - Make it more inter-generational and diverse: Provide place for younger people – rav space downtown, bring elderly people downtown for events (they are not involved in our community)
 - Creation of attractions and social centres for kids
 - Places for youth to go – youth centre
 - Youth incubator (short term employment, educate community, social innovation hub)
 - Sports and Dances
 - Recreational spaces to charge a fee to use and rent - Make it sustainable – i.e. 2500 Sault College students who need something to do, provide \$25 seasons pass for college and university students as a partnership/collaboration
 - Youth Korah Recreation Centre – utilize space (ie. sell products, barista's, flea markets)
 - splash park with play areas Ie. Thunderbay has engaged children under 12 with options like – splash pads in the waterfront (investment by city and city says they have seen the return because their kids are busy)
 - Climbing wall
 - Satellites within the city (youth) - create community centres at schools

13. Create and Formalize Ecosystem (20)

- Make it happen private/public partnerships:
 - Put mechanisms in place to transform all of these ideas into action
 - Key organizations funded through government dollars aligning strategic direction, consistent principles that are important to and existing and emerging leaders
 - Need support from community leadership (i.e. City Council, Mayor, Chamber of Commerce)
 - A lot of business are structured on the left hand side and need to think about the right side-Collaboration
 - Halifax example-open up dialogue and communication to diversity of our people
 - Sault needs a beacon of hope - some things are good and need to work on the things we can improve and change (now)
 - Research – check out other successful communities (2)
 - Connect with each other
 - Reach out those populations that are growing (disabled individuals)
 - Connect with aboriginal communities
 - Share ideas and resources
- Citizen-led development
 - Direct taxes to community needs are (the initiatives we value) – people decide

- They take ownership of their citizenship, and want to have their say – they have huge smiles and are proud to be a Canadian citizen
- Join in or get out of the way if there's critical masses to engage citizens – let the people decide on what needs to be done
- Let the public VOTE on what needs to be done
- Where is there a city in Canada where the city citizens makes decisions (doesn't have to be city planning, but ideas, etc.) let the people decide which is more important
- Poll on a larger screen with voting polls on what the people want. Make it more social media savvy
- Communities that do “this well” - Halifax – on going survey which is collaborative and includes all citizens
- Give permission to citizens - empower them and allow for their voice to be heard and the input needs to go somewhere and be validated.
- “Banff ideas bank” - City council, and other community members.
- United Way- Action for community change- community communications, have a voice.
- “downtown dialogue” – resource center on Gore St. (housing, arts,) voice from the grass roots.
- Marginalized community members - need to take the conversation to where the people are. Not invite them to events/ meetings.

14. Social Innovation (11)

- Inclusive venue for consultations
- Monthly open meetings for social innovation - Find locations (locations change to promote various organizations)
- Need for community space(s) and a positive space for youth
- Making connections – public/private coordination ways you can fill it into all the different clusters – finding employment for youth, downtown revitalization
- Promote more notion of social enterprise (meaningful)
- Identify organizations who want to share space \$ sustainability
- Solicit private investors, angel investors, Champion ex-pats
- Promote successful projects/businesses
- Pilot projects in place
- Create an environment that will allow people to give back and offer support. i.e. mentorships
- Start a Social Innovation Hub

15. Active Essar Port (transform)

- Think Big. Look down the road. Long-term planning is crucial.
- Issue: area companies having a tough time exporting. Community port can fix that. Increase value-added manufacturing opportunities. Can capitalize on steel and other clusters (forestry, warehousing, etc.). Port can become an enabler for opportunity.
- Other opportunities – chromite, stainless steel, etc.

- When you have a port you have access. SSM also has rail and road access, which is great. Warehousing – need to stage cargo. Needs to be covered in some cases. Need infrastructure (buildings). Even packaging opportunities.
- Might also attract interest of major rail companies (CN and CP). Now it's sometimes hard to get rail car allocation.
- Transporting products over really long distances need to be shipped via water to be cost effective. Container traffic opportunity.
- Free Trade Zone (FTZ) with value-added. Can increase the value of products gives companies free trade/tax exemption. Examples of this model: China (special economic zones).
- Other success stories – Antwerp. Get port and the rest follows (assembly, advanced manufacturing, storage, etc.).
- Invest Sault Ste. Marie (I-SSM) – link to port development.
 - Build a strong network to source opportunities. Cast a spider web of sorts. Partnerships are key. Build a Community Reference Group?
 - Build/find ambassadors to promote the opportunity. Utilize networks.
 - Attend related conferences and other events to generate additional opportunities.
 - Consolidate all opportunities into a data base. Being well organized is crucial.
 - Take time and energy to build relationships. Get a start-up organization going.
 - Build concentric ring approach. Start in Sault Ste. Marie. Connect with regional communities (Wawa, etc.) and move out further from there (Sudbury, etc.) followed by province-wide, nationally and internationally.
 - Build upon what's already here in the region. Build it and they will come.
 - Develop a communications strategy. Utilize social media an opportunities.
 - Industrial land development. Work with Municipalities for land, etc.
 - Government approvals.
 - Other infrastructure. Road connectivity – east – as well as south through the International Bridge.
 - Sell slag to clear out land.
- Work with Municipality to provide any road upgrades that are required. Don't want to have high industrial traffic going through residential neighbourhoods. Truck routes. Build up evacuation infrastructure (roads, rail) and do it in a local way.
- Work with other potential partners (First Nations, etc.) to develop additional opportunities.
 - Develop a promotion plan once the port is developed.
 - Market that Sault Ste. Marie is a port for cruise ships. Make our port a routine destination stop.

16. Gaming and Modernization

- Education and social – Increase native presence in organizations, including OLG and gaming employers.
 - Increase aboriginal work placement opportunities (i.e. develop Native gaming program).
 - Identify ways to increase FN employment at Casinos in Ontario.
 - Identify what lessons have been learned from Casino Rama and other Casinos regarding FN employment.
 - Partnerships with First Nations (FN) and OLG re: jurisdictional difference and find linkages to identify opportunities. Better collaboration with FN communities.
- Identify the positives that come out of the OLG (i.e tax revenues, support the hospital) and the career opportunities.
 - Need to highlight the positives and impact of the OLG revenues have on the community, including spin-offs
 - Maximize current employment programs available to employers in the gaming sector.
 - EDC to develop maps on economic benefits and highlight how funds from gaming/lottery are distributed in the community (i.e. salaries, goods and services). Show how far the OLG dollar goes. Map the economic ripple effect of the lottery and gaming dollar in the community.
 - Link with media plan on how the gaming dollars impact community
 - Media campaign – sell SSM on what has been done (Canadian Banknote, Pollard Banknote, OLG). Myth busters (i.e. OLG has long-term presence). Focus on success stories and showcase that gaming is a growing sector.
 - Communicate that SSM has a central hub of gaming and lottery knowledge.
 - OLG management needs to identify HR needs. Map out the opportunities and development plan.
 - Better communication on long-term OLG locations decision should be better communicated to community. Provide clarity on future and prospective employees.
- Approach the high schools about the career potentials in gaming and associated careers in gaming i.e. IT, HR, Finance.
 - Better education around gaming and explain the opportunities.
 - Educate youth on gaming and gaming career opportunities.
 - Develop co-op and intern opportunities at OLG, as well as other employers with similar succession planning needs (i.e. SAH, PUC).
 - Identify job opportunities that are coming in next 5 years in gaming as well as other careers in similar dynamics. Partner with local educational institutions (i.e. Sault College, AU, Lake Superior State University).

- Chamber of Commerce needs to have greater presence in achieving the goals. Chamber of Commerce to be linked with the gaming task force.
- Education component – teaching gaming and technical skills to fix equipment and attract businesses.

February 26, 2015

Destiny Sault Ste. Marie
c/o Sault Ste. Marie Economic Development Corporation
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Dear Members of Destiny SSM:

Algoma University is very much a local university. Our Charter makes it clear that an important part of our mission is to respond to the economic, social, cultural needs of our region, and not just its educational needs.

For that reason, the University has been pleased to be a part of Destiny Sault Ste. Marie over the past few years. We understand that the well-being and progress of our institution are inextricably intertwined with the well-being and progress of Sault Ste. Marie. Destiny Sault Ste. Marie has been a useful vehicle for allowing us to work with key community partners for the long-term development of the community as a whole.

I am supportive of the initiative to replace Destiny with a new entity based on the "True Growth" approach used in Halifax, Winnipeg and elsewhere. I believe the new approach has the potential for much greater impact, primarily because of its potential to involve more people in the process of community-building.

Please note as well that Algoma University will certainly want to play some kind of role in any new entity that is created. I look forward to seeing how the project unfolds!

Sincerely,



Dr. Richard Myers
President



February 19, 2015

Destiny Sault Ste. Marie
c/o Sault Ste. Marie Economic Development Corporation
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Destiny Members:

Sault College is a vital part of Sault Ste. Marie by its economic contribution, collaboration with industry and participation in innovative local partnerships. Our strategic plan recognizes that our connection with community partners is integral to our growth as an educational institution. It states, "In countless ways, the support, engagement and strength of our partners will guide us as an organization, enrich the relevancy of our curriculum and programming, create financial opportunities for advancing education and enhance the learning experience and work placements of our students."

Our connection to the City is broad and impactful. Our advisory committees are made up of industry and human service stakeholders from across the community enabling us to continually improve to meet the demands of employers for the success of our students. The students we recruit bring youthful energy and the graduates we produce give their skills and knowledge back to the community.

For these reasons and many more, I wish to declare that Sault College supports Destiny Sault Ste. Marie's new "True Growth" approach which seeks to accelerate community development by engaging more community members in priority projects. Communities which have already undertaken this approach report its success in that it promotes "doing" instead of "planning".

In addition to declaring support for the new focus, Sault College commits to engaging in the implementation of it by maintaining membership on the Committee with expertise to assist in bringing this plan to fruition.

Sincerely,



Ron Common
President



February 25, 2015

Destiny Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Destiny Members:

On behalf of the Community Development Corporation of Sault Ste. Marie & Area (CDC), I am pleased to offer this letter of support toward the actions as identified in Destiny Sault Ste. Marie's report to investigate and determine the viability of the "True Growth" proposal and the potential evolution of Destiny SSM.

For nearly 29 years, the CDC has played its role in business development and community economic development in our communities through a wide variety of programs and services aimed at creating and sustaining jobs. We are a community-based, non-profit organization governed by a local volunteer board of directors with expertise in the private sector, community planning and community economic development. The CDC is a FedNor/Industry Canada funded Community Futures Development Corporation, which was established in Sault Ste. Marie in 1986.

As one of the original stakeholders and collaborative partners in Destiny SSM since its inception in 2002, the CDC recognizes the importance of Economic Diversification and Community Economic Development for the stability and potential growth for any community. While Destiny SSM has seen many successes over the years, it is always prudent to explore other models such as "True Growth" that may lead to further engagement of more individuals, organizations, businesses and government levels to promote more a of a "strategic doing" approach going forward.

The CDC looks forward to working closely with Destiny SSM and its partners in exploring, developing and hopefully assisting in the implementation of a new Community Development Initiative.

Sincerely,

Janice Beatty, Chair



March 4, 2015

Don McConnell
Planning Director
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Re: Destiny

Dear Don,

The Board of Directors of the Sault Ste. Marie Innovation Centre (SSMIC) would like to confirm their support for recent initiatives undertaken by Destiny Sault Ste. Marie and their efforts to establish a new approach to community development in our community.

The Board also supports the transfer of funding from Destiny to a new initiative based on the True Growth model.

The Sault Ste. Marie Innovation Centre was founded in 1999 and serves as a catalyst for growth in the IT and science sectors in the Algoma District. The Innovation Centre works closely with community partners to enhance and improve science and IT sector opportunities and is focused on four core areas: operating a business incubator to encourage the establishment and growth of business start-ups; providing support services to the SME (Small to Medium Enterprise) IT and science community; supporting the establishment and enhancement of advanced research projects in the region and undertaking strategic market development projects such as the highly successful GIS project.

SSMIC staff has participated on the Destiny Steering Committee and we recognize the importance of building a collaborative, community-based approach to economic development. We look forward to working with colleagues from across the community to increase the prosperity of Sault Ste. Marie.

Yours truly,

Dereck Whitmell
Board Chair
Sault Ste. Marie Innovation Centre



March 1, 2015

Mike Marinovich
Chair, Destiny SSM
c/o Debbie Lafleur
Sault Ste. Marie Economic Development Corporation
99 Foster Drive, Level 1
Sault Ste. Marie, Ontario
Canada, P6A 5X6

Dear Mr. Marinovich,

This letter is to affirm that Strive Young Professional Group supports and is involved in the evolution of community development that Destiny SSM is working towards. Our organization is committed to developing a renewed process and structure for community development, for which Destiny SSM is seeking approval from Mayor and Council.

Destiny Sault Ste. Marie (SSM) is an innovative process that the economic champions in Sault Ste. Marie established to set a clear direction and plan to diversify the economy. In the past, Destiny SSM, has engaged the business sector in development opportunities to create strategies and projects that would increase prosperity and sustainability in Sault Ste. Marie. Today, Destiny SSM is looking to improve and renew its focus, engagement practices and resources to evolve community development, which our organization fully supports. This will improve community engagement practices, provide a formalized structure for the development of new ideas using more inclusive processes, and attract more resources particularly from the private sector to support this evolution.

Please do not hesitate to contact me if you have any questions or would like to discuss this further.

Best regards,

A handwritten signature in blue ink, appearing to read "Michael Pratt".

Michael Pratt
Member-at-Large and Appointee to Destiny SSM
Strive Young Professional Group

CC: Paul Skeggs, Chair, Strive Young Professional Group



COUNCIL REPORT

March 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton-Beach, P. Eng.
DEPARTMENT: Public Works and Transportation Department
RE: Reallocation of Capital from Current Funds

PURPOSE

The purpose of this report is to seek Council's approval to reallocate surplus funds from Public Works and Transportation's (PWT's) communication project to upgrading PWT's radio system.

BACKGROUND

In 2013, the PWT – Traffic Division was granted \$50,000 to upgrade the internal communication system at Public Works and Transportation facility. This project is now completed with surplus funds available (approximately \$27,500.)

The current analog radio system at PWT has reached its end of useful service life. New legal requirements for hand-free communication will come into effect in 2018. The current system is not capable of being upgraded to hands free radio communication. The reallocation of these funds will allow PWT to begin the process of migrating to a new digital system. The Corporate Purchasing Policy will be followed in the acquisition of the new system.

ANALYSIS

The preliminary cost estimate for the completion of the migration to a new digital radio system is \$250,000. The surplus funds available at this time will begin the process. The remaining funds will be requested through the upcoming budget process in 2016 and beyond.

IMPACT

This request will have no negative financial impact as it is a reallocation of funds currently dedicated to improving PWT's communication. An improved and compliant system is the goal of PWT.

Report to Council – Reallocation of Capital from Current Funds

2015 03 09

Page 2.

STRATEGIC PLAN

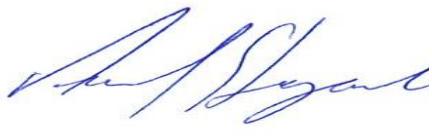
The topic of this report is not linked to any activity of the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Traffic and Communications concerning the reallocation of Capital from Current funds (PWT's communication project to a new digital radio system) be approved.

Respectfully submitted,



Andy Starzomski
Manager of Traffic and
Communications

Recommended for approval,



Larry Girardi
Commissioner



COUNCIL REPORT

March 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Roger Nenonen, Manager of Cemeteries
DEPARTMENT: Public Works and Transportation Department
RE: Mausoleum Phase XIV

PURPOSE

The purpose of this report is to request approval for the registration, planning and construction of Phase XIV of the Mausoleum Master Plan. It is also recommended that EPOH Inc. be hired as the prime consultants to complete the project.

BACKGROUND

In October 2011, City Council approved the Master Plan prepared by EPOH Inc., for the expansion of our municipal mausoleum services. Phase XIII consisted of 192 interment units, and was completed in the summer of 2012. Holy Sepulchre Cemetery has room in the Master Plan for 8 to 10 more mausoleums, depending on demand and size.

EPOH Inc. has the expertise and experience with the cemetery mausoleums, having been the consultant for the past phases (2001 to 2012) and dating back to 1983 when the first mausoleum was built.

ANALYSIS

We anticipate our supply of single, unsold, crypts will be exhausted by late 2015 (8 month's inventory). We, therefore plan to commence registration with the Province for construction of the next phase in accordance with the Master Plan. It is proposed that the work would commence in the spring of 2015, with the estimated time for completion of the project being 28 to 36 weeks. Average annual sales of crypts are 18 units, with this average applying to both single and companion types. Present crypt inventory stands at 10 singles, and 50 companions.

Mausoleum Phase XIV

2015 03 09

Page 2.

The proposed expansion would be a large stand-alone structure with 144 total units (64 singles; 32 companions (64 units); 8 tandems (16 units). The new mausoleum would represent 3 years of inventory sales.

IMPACT

The estimated total cost of construction of the Mausoleum Phase XIV is \$834,000.00 (not including HST) with an anticipated cost of \$74,000.00 (included in the total) allocated to utilize EPOH Inc.

Projected sales of the mausoleum would present a revenue of \$936,033.00 (not including HST), which would provide a profit of \$102,033.00 (when all crypts from the new mausoleum are sold). This revenue estimation allows for the percentage to be paid to the Care and Maintenance Fund, and assumes a 4 percent increase in crypt price as that increase was applied to the mausoleum - Range "S", built in 2012. The return on investment would be expected in 3 to 4 years.

STRATEGIC PLAN

This is an operational activity not specifically linked to activities in the Corporate Strategic Plan.

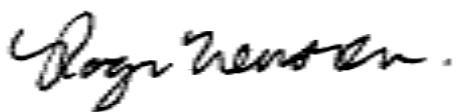
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of Manager of Cemeteries dated 2015 03 09 concerning Mausoleum Phase XIV be received and that the following recommendations be approved:

- 1) Council approve Phase XIV of the Mausoleum Master Plan; and furthermore that
- 2) Staff be authorized to engage the services of EPOH Inc. for the planning, registration and tendering of the construction of Phase XIV of the Municipal Mausoleum; and furthermore that
- 3) Funding for the proposed project come from the Cemetery Reserve.

Respectfully submitted,



Roger Nenonen
Manager

Recommended for approval,



Larry Girardi
Commissioner



CAO SELECTION COMMITTEE MINUTES

Thursday, February 5, 2015

3:30 p.m.

Biggins Room

Civic Centre

Present: Mayor C. Provenzano, Councillor M. Bruni, Councillor M. Shoemaker

Absent: Councillor S. Myers, Councillor R. Romano

Officials: P. Niro, R. Tyczinski

Others: Tim Gowans

1. Approval of Minutes

Moved By: Councillor M. Shoemaker

Seconded By: Councillor M. Bruni

Resolved that minutes of January 29, 2015 CAO Selection Committee meeting be approved.

Carried

2. Adoption of Agenda

Moved By: Councillor M. Bruni

Seconded By: Councillor M. Shoemaker

Resolved that Agenda for February 5, 2015 CAO Selection Committee meeting be approved as presented.

Carried

3. Request for Proposal Document

Moved By: Councillor M. Shoemaker

Seconded By: Councillor M. Bruni

Resolved that Purchasing be directed to issue a Request for Proposal for Third Party Search Firm to recruit a Chief Administrative Officer as amended.

Carried

4. Adjournment

Moved By: Councillor M. Bruni

Seconded By: Councillor M. Shoemaker

Resolved that this Committee now adjourn.

Carried



COUNCIL REPORT

March 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton-Beach, P. Eng.
DEPARTMENT: Public Works and Transportation Department
RE: Flashing Light – Base Line and Airport Road

PURPOSE

This report is in response to resolution dated January 26, 2015.

"Whereas the overhead flashing light at the intersection of Airport Road and Base Line has been removed; and

Whereas the removal of this flashing light could impact the safety of the travelling public;

Now Therefore Be It Resolved that the Traffic Division of the Public Works and Transportation Department be requested to conduct a study with respect to the intersection of Airport Road and Base Line to determine whether or not a flashing yellow light is required on the Airport Road portion of the intersection."

BACKGROUND

Late 2013 the overhead flasher at the intersection of Airport Road and Base Line failed. The fixture was over 25 years old and parts were difficult to obtain. As this fixture was well beyond its usable life span it was decided by the Manager of Traffic and Communications that the overhead flasher would be replaced with solar flashers on the stop signs for east and west bound traffic. The solar flashers were installed during the summer of 2014 with the eventual removal of the overhead flasher in the fall of 2014.

ANALYSIS

The decision to remove the overhead flasher and replace it with solar flashers on the stop signs for east and west bound traffic was based on adequate sight lines, street lighting on all four legs of the intersection and low collision frequency. This in-house (PWT) determination of the need for a light would be typical at any location of this type.

As directed by the resolution above, a study was completed by CIMA. CIMA is a Canadian consulting engineering firm with over 30 Ontario-based traffic engineering staff and is one of the leading traffic engineering firms in Ontario. CIMA has been involved in the development of a number of Ontario Traffic Manual (OTM) books for the Ministry of Transportation that guide traffic engineering in this province, including *OTM Book 6 – Warning Signs* used in this review for Airport Road.

The Executive Summary from CIMA's report is included here for Council's information:

"The City of Sault Ste. Marie (the City) has recently installed new flashing beacons (red solar flashers mounted on the stop signs for east/west traffic with no yellow flasher for the north/south traffic) at the intersection of Airport Road and Base Line (study intersection). The new flashing beacon system replaced the old overhead red flashers for east/west movements on Base Line and yellow flashers for north/south movements on Airport Road. Base Line is controlled by stop signs and Airport Road is uncontrolled. CIMA was retained by the City to conduct a desktop review of the study intersection and assess the need for an overhead 4-way flashing beacon (with red flashers for east/west traffic and amber flashers for north/south traffic).

In this study the visibility requirements as well as the existing conditions of placement and types of signs were reviewed against Ontario Traffic Manuals (OTM) Book 1 and 6. The justification for installation of flashing beacons based on OTM Book 12 was also assessed in this study. The justification for installation of flashing beacons primarily depends on collision history of an intersection; however, it considers other factors such as visibility.

Research has shown that flashing beacons can be a potential safety countermeasure and are able to reduce 5% of total collisions at stop controlled intersections. However, overuse of flashing beacons and unwarranted installation of flashing beacons can result in the reduction of effectiveness of these potential effective safety measures. Flashing beacons should be installed as the last resort to improve safety of a stop controlled intersection.

The findings and recommendations of the study are summarized below:

+ The minimum required advance distance in OTM Book 6 is not met for the eastbound approach of Base Line. It is recommended that the "Stop Ahead" sign on the eastbound approach of Base Line be moved 50m upstream (towards west) and be installed at 150m distance from Airport Road to meet the minimum advance distance requirements for warning signs in OTM Book 6.

+ Based on the collisions history at the study area, 2 stop-mounted flashing beacons (solar) on the side road are marginally warranted. CIMA supports the

installation of red stop-mounted flashing beacons on the eastbound and westbound approaches of Base Line at Airport Road intersection. The overhead 4-way red/amber beacons are not recommended at this location.

+ Due to the vertical alignment of Airport Road upstream and downstream of the subject intersection, additional countermeasures may also be used, in conjunction with the advance intersection signs, to improve the visibility of intersection. CIMA recommends applying one or more of the following countermeasures to Airport Road:

- Install a left-hand side oversize “Intersection” sign at the northbound and southbound approaches of Airport Road; and*
- Provide daylighting triangles at the intersection, clear of vegetation and/or other obstructions (this may prove difficult when snow banks are present). ”*

Contact was also made with the Ministry of Transportation as they are currently responsible for the north leg of this intersection. Their response is noted below:

“Currently illumination exists at both northeast and southwest quadrants. By maintaining adequate sight triangle requirements through proper brushing and snow removal, we can provide the necessary visibility for this junction.

A review of our current available collision data indicates there are no operational issues at this location.

The installation of an unwarranted, standalone Flashing Yellow Beacon on the highway right-of-way may cause driver confusion, as it goes against current practice and driver expectation. This may cause inadvertent driver behavior that lead to rear-end type collisions.

In conclusion, the Ministry does not support the installation of an unwarranted Flashing Yellow Beacon on Hwy 565. Visibility can be improved through brushing and snow removal.”

Subsequent to the direction provided by Council in the resolution stated above on 01 26 2015, further instructions were provided in a resolution at the meeting dated 02 09 2015 for PWT to install a light at this location. As the Consultant has not deemed the light is required and the MTO does not support an installation, PWT seeks confirmation from Council that the light is to be installed.

IMPACT

The budgetary impact of the Traffic Engineering report was \$2,580.00, which was paid from the Traffic Division Purchased Services budget. The additional signage and modifications recommended by the CIMA report will be implemented and

paid by the Traffic Division's operating budget. The clearing of vegetation for sight triangle requirements would be covered by the PWT – Parks – Forestry Division's operating budget.

The purchase and implementation of the light would be paid for by the Traffic Division's operating budget, if confirmed by Council.

STRATEGIC PLAN

The recommendations of this request are not linked to any activity of the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy Commissioner concerning the flashing light at Airport Road and Baseline Road be received as information, and furthermore that the recommendations of the CIMA report be approved.

Respectfully submitted,



Susan Hamilton Beach, P. Eng
Deputy Commissioner.

Recommended for approval,



Larry Girardi
Commissioner

The Corporation of the City of
Sault Ste. Marie

**Flashing Beacon
Review- Airport
Road and Base
Line
Final Report**

B000518

February 18, 2015

B000518



The Corporation of the City of
Sault Ste. Marie

**Flashing Beacon
Review- Airport Road
and Base Line
Final Report**

B000518

February 18, 2015

B000518





PREPARED BY:

Behzad Rouieh, M.A.Sc

Transportation EIT

VERIFIED BY:

Stephen Keen, P. Eng.

Project Director

Transportation Planning

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Appendix A: Detailed Process of Flashing Beacon Justification

Executive Summary

The City of Sault Ste. Marie (the City) has recently installed new flashing beacons (red solar flashers mounted on the stop signs for east/west traffic with no yellow flasher for the north/south traffic) at the intersection of Airport Road and Base Line (study intersection). The new flashing beacon system replaced the old overhead red flashers for east/west movements on Base Line and yellow flashers for north/south movements on Airport Road. Base Line is controlled by stop signs and Airport Road is uncontrolled.

CIMA was retained by the City to conduct a desktop review of the study intersection and assess the need for an overhead 4-way flashing beacon (with red flashers for east/west traffic and amber flashers for north/south traffic).

In this study the visibility requirements as well as the existing conditions of placement and types of signs were reviewed against Ontario Traffic Manuals (OTM) Book 1 and 6. The justification for installation of flashing beacons based on OTM Book 12 was also assessed in this study. The justification for installation of flashing beacons primarily depends on collision history of an intersection; however, it considers other factors such as visibility.

Research has shown that flashing beacons can be a potential safety countermeasure and are able to reduce 5% of total collisions at stop controlled intersections. However, overuse of flashing beacons and unwarranted installation of flashing beacons can result in the reduction of effectiveness of these potential effective safety measures. Flashing beacons should be installed as the last resort to improve safety of a stop controlled intersection.

The findings and recommendations of the study are summarized below:

- + The minimum required advance distance in OTM Book 6 is not met for the eastbound approach of Base Line. It is recommended that the “Stop Ahead” sign on the eastbound approach of Base Line be moved 50m upstream (towards west) and be installed at 150m distance from Airport Road to meet the minimum advance distance requirements for warning signs in OTM Book 6.
- + Based on the collisions history at the study area, 2 stop-mounted flashing beacons (solar) on the side road are marginally warranted. CIMA supports the installation of red stop-mounted flashing beacons on the eastbound and westbound approaches of Base Line at Airport Road intersection. The overhead 4-way red/amber beacons are not recommended at this location.
- + Due to the vertical alignment of Airport Road upstream and downstream of the subject intersection, additional countermeasures may also be used, in conjunction with the advance intersection signs, to improve the visibility of intersection. CIMA recommends applying one or more of the following countermeasures to Airport Road:
 - Install a left-hand side oversize “Intersection” sign at the northbound and southbound approaches of Airport Road; and
 - Provide daylighting triangles at the intersection, clear of vegetation and/or other obstructions (this may prove difficult when snow banks are present).

1. Introduction

The City of Sault Ste. Marie (the City) has recently installed new flashing beacons (red solar flashers mounted on the stop signs for east/west traffic with no yellow flasher for the north/south traffic) at the intersection of Airport Road and Base Line. The new flashing beacon system replaced the old overhead red flashers for east/west movements on Base Line and yellow flashers for north/south movements on Airport Road.

CIMA was retained by the City to study the newly installed flashing beacons against current standards and best practices. CIMA reviewed the geometric characteristics of the subject intersection and compared it with Ontario Traffic Manual (OTM) Book 12 guidelines for installation of flashing beacons for stop controlled intersection, as well as OTM Book 6 (Warning Signs) and Book 1C (Positive Guidance Toolkit). A detailed justification process for flashing beacons is provided by reviewing the available guidelines. This report summarizes our findings and recommendations on how to improve the safety performance of the study intersection using low cost countermeasures.

2. Existing Condition

2.1 Study Area

The focus of the study area is the intersection of Airport Road and Base Line in the City of Sault Ste. Marie. Airport Road is a two-lane undivided north-south road with a posted speed limit of 80 km/h. Base Line is a two-lane undivided east-west road with a posted speed limit of 50 km/h. The intersection of Airport Road and Base line is a two-way stop controlled with stop signs installed on the east bound and west bound approaches on Base Line.

Based on the information provided by the City, Airport Road at the subject intersection has a visibility of about 300m northbound and 500m southbound. Oversized controlled intersection signs (Wa-111A) are installed at the northbound and southbound approaches, at distance of 245m and 220m from the intersection respectively. Base Line has visibility distance of about 300m on both eastbound and westbound approaches at the intersection with Airport Road. Standard "Stop Ahead" signs (Wb-1) are installed at eastbound and westbound approaches, at distance of 100m and 250m from the intersection respectively. Figure 1 presents a layout of the study area.

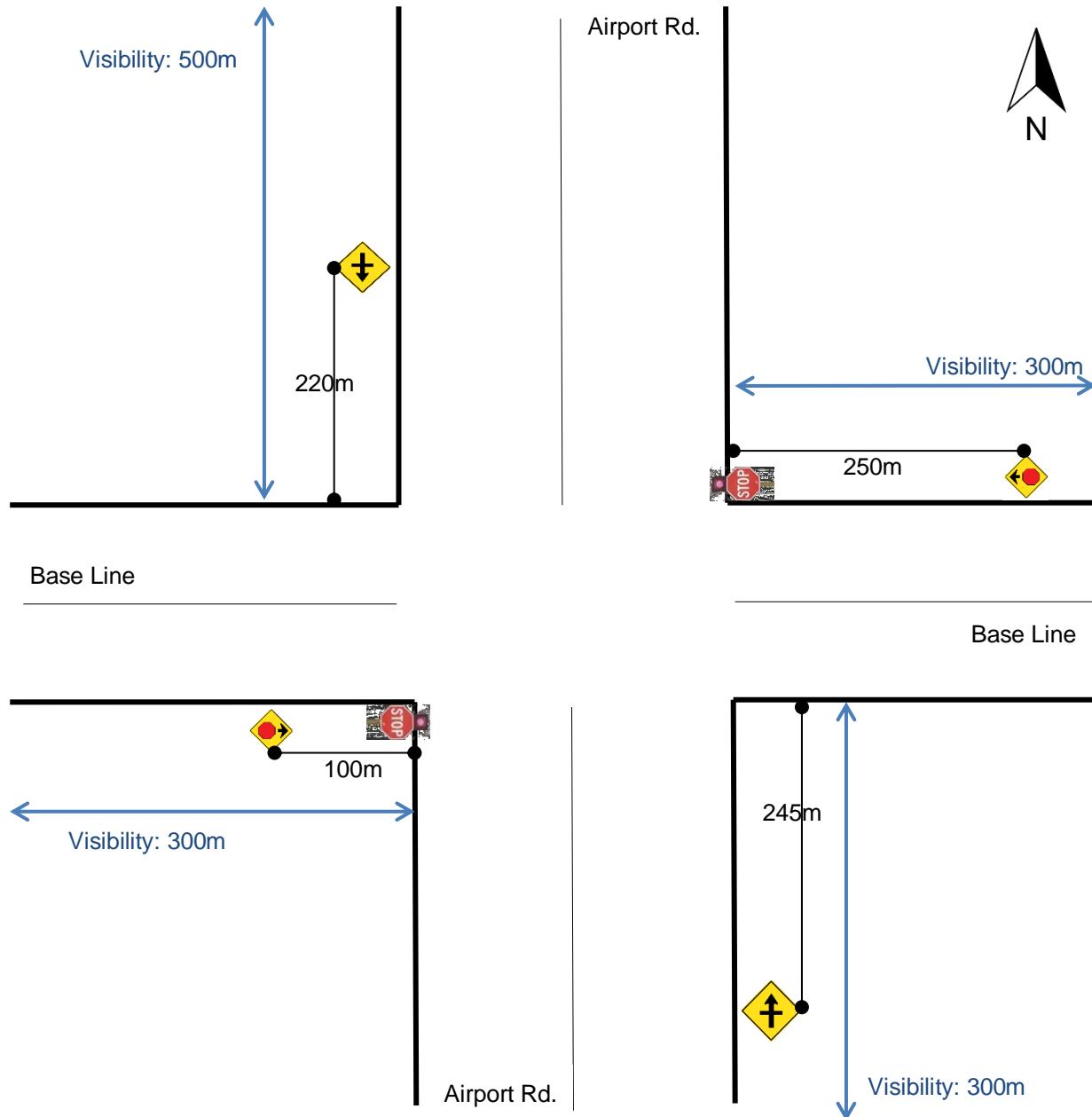


Figure 1: Layout of the Study Intersection

Recently the overhead 4-way red/amber flashing beacon at the subject intersection was replaced with stop-mounted red flashing beacons on the approaches of Base Line. Figure 2 shows a Google Maps aerial photo of the study intersection and the vegetation conditions at corners of the intersection.



Figure 2: Vegetation at the Study Intersection

The City has provided 5-year collision history related to the study area, for Property Damage Only (PDO) and Fatal/Injury collisions, that is summarized in Table 1. This table shows that the average annual collision frequency at this intersection is 0.6 collision.

Table 1: Collision History at Subject Intersection

Year	No. of PDO Collisions	No. of Fatal/Injury Collisions
2010	1	-
2011	1	-
2012	1	-
2013	-	-
2014	-	-

The 2013 traffic counts for Airport Road and Base Line received from the City is presented in Table 2.

Table 2: 2013 Traffic Counts for the Study Area

Roadway	Direction	8-hour Count
Airport Road	NB	807
	SB	774
Base Line (East of Airport Road)	EB	172
	WB	141
Base Line (West of Airport Road)	EB	175
	WB	129

2.2 Sight Distance and Advance Warning Signs Requirements

In this section the requirements of OTM Book guidelines related to the sight distance and placement of warning signs are described and compared with the existing configuration at the study area.

2.2.1 Sight Distance

Appendix C of OTM Book 1 provides a procedure to determine whether the visibility of a hazard is adequate on a roadway¹. The required Stopping Sight Distance (SSD) and Decision Sight Distance (DSD) for the intersection approaches were extracted from OTM BOOK 1C and are summarized in Table 3. The existing visibility limits are also shown in this table along with an assumed 85 percentile operating speed of 10 km/h greater than the posted speed.

Table 3: SSD and DSD Values for the Study Intersection

Approach	85 th percentile Speed (km/h)	Stopping Sight Distance (m)	Decision Sight Distance (m)	Existing Visibility Limit (m) NB or EB	Existing Visibility Limit (m) SB or WB
Airport Road	90	160	320	300	500
Base Line	60	85	221	300	300

As shown in Table 3, the minimum required SSD is met for all the approaches. In addition, the intersection is visible from a distance greater than DSD on most of the approaches, with the exception of the NB approach on Airport Rd. However, since the advance intersection sign is installed within the “Approach Zone” of Airport Road on this direction, it meets OTM Book 1 requirements.

2.2.2 Warning Signs

OTM Book 6 requires a minimum placement distance for warning signs upstream of hazards². The minimum advance distance for the “Intersection” signs on Airport Road and “Stop Ahead” signs on Base Line were extracted from OTM Book 6 and are summarized in Table 4. The existing distance of the signs from the intersection is also provided in this table.

¹ OTM Book 1, Appendix C, July 2001, Pages 31-32

² OTM Book 6, July 2001, Pages 15-20

Table 4: Minimum Required Advance Distance for Warning Signs at the Study Area

Approach	Posted Speed (km/h)	Final Speed at intersection (km/h)	Minimum Advance Distance (m)	Existing Placement of Warning Signs (m) NB or EB	Existing Placement of Warning Signs (m) SB or WB
Airport Road	80	80	N.A.	245	220
Base Line	50	0	140	100	250

As shown in Table 4, the minimum required advance distance in OTM Book 6 is met for most of the warning signs, with the exception of “Stop Ahead” sign on the EB approach of Base Line.

3. Flashing Beacons Justification

Flashing beacons are low-cost safety improvements for two-way and all-way stop controlled intersections. Under the appropriate conditions, flashing beacons may be beneficial in improving intersection conspicuity and driver awareness. Research on safety impacts of flashing beacons have shown a low impact on the number of collisions, with a modification factor of 0.95, meaning that they are expected to help decrease the number of collisions at a location by 5%.

3.1 Impacts of Overuse of Flashing Beacons

Although flashing beacons is a low cost safety countermeasure, there are negative impacts associated with overuse of flashing beacons and these devices should be the last resort for addressing safety issues at a stop controlled intersection. Specific impacts of overuse cited in research include³:

- “Overuse can reduce effectiveness”;
- “can only command respect from drivers when used in appropriate locations”;
- “lose effectiveness through repeated exposure”;
- “effectiveness is attributed in part to their relative uniqueness”;
- “avoid overuse and loss of effectiveness”; and,
- “to maintain credibility, flashing light installations should be restricted to warranted sites”.

These findings are in agreement with the Ministry’s documentation in OTM Books, which include the following:

OTM Book 5, Section 1.6, p.16:

³ From: Hamilton Finn, 2005; Strathcona County, 2010; NCHRP, 2003; Iowa State University Centre for Transportation Research and Education, 2001; Saskatchewan Highways and Transportation, 1995.

The use of flashing beacons should be restricted to only critical situations, in order to ensure that their impact is not lost due to overuse or to ensure that they do not become a distraction to the driver.

OTM Book 6, Section 1.6, p.20:

While flashing beacons are powerful for drawing attention to special warning situations (e.g., at locations where the sight distance is poor), the use of flashing beacons should be restricted to critical situations only, in order to ensure that their impact is not lost due to overuse or to ensure that they do not become a distraction to the driver.

Proposed wording for OTM Book 6, Section 1.6:

Beacons should be used with considerable discretion because over-use of these devices may lead to their being disregarded by motorists. Installation should be restricted to locations where there is a higher than expected collision risk, where visibility distance is reduced due to roadway geometry, or other circumstances are present which suggest that greater emphasis is required.

2012 OTM Book 12, Section 3.11:

Beacons should be used with considerable discretion because over-use of these devices may lead to their being disregarded by motorists.

3.2 Logical Progression of Countermeasures for Stop Controlled Intersections

In part due to their loss of effectiveness when overused, flashing beacons are usually not the first choice of jurisdictions to improve safety issues in terms of collision frequency, visibility, awareness of intersection, or compliance with a stop sign. Other countermeasures, which are usually also less expensive, may be preferred. These countermeasures may include, but not limited to the followings:

- Oversize stop sign(s);
- Left-hand side stop sign;
- Street name signs;
- Pavement markings such as: stop bars, stop ahead markings, transverse markings, centre line, and edge lines;
- Relocation of stop bar to improve sight distances when safety issue is due to drivers failing to yield to through traffic;
- Advance warning signs, including stop ahead and intersection ahead;
- Oversize warning signs;
- Left-hand side warning signs;
- Channelization of approaches, using pavement markings, movement-specific lanes, raised medians; allows for preferred left-hand sign placement
- Narrowing lane widths on approaches;

- Installing intersection lighting;
- Reducing speed limit on approaches;
- Rumble strips;
- Removal of vegetation limiting visibility;
- Extension of through edge line using short skip pattern; and
- Reflective stripes on sign posts or delineators in stop sign colours on stop sign poles.

It should be noted that not every jurisdiction uses every countermeasure listed above. Additionally, some jurisdictions have a set process providing an order of use for various countermeasures, while some other jurisdictions just mention that less restrictive measures must have proven ineffective prior to considering the use of flashing beacons.

3.3 OTM Book 12 Requirements

Section 3.11 of the 2012 update of OTM Book 12 provides some guidance for deployment of flashing beacons at stop controlled intersections. According to OTM Book 12, when the visibility of intersection is poor due to abrupt vertical curves or other visibility restrictions, 1-way or 2-way red flashing beacons may be used to provide additional visual assistance for intersection/stop signs. In addition, at intersection where the side road traffic is required to stop but traffic signals are not justified, 3-way/4-way red/amber flashing beacons can be used. In such cases, the beacons are used when geometric, visibility conditions or collision history requires reinforcement of the normal stop signs at side roads. OTM Book 12 requires that in such cases, Stop signs be present at the side roads.

The above recommendations by OTM Book 12 are useful but at basic level, and do not include any warrant or justification process. CIMA, as part of the project for updating OTM Book 12, has completed a project for the Ministry of Transportation Ontario (MTO) where a new justification for installation of flashing beacons at stop controlled intersections was developed. The findings of this project will be included in next edition of OTM Book 12 and are currently being used by MTO regional traffic offices. The warrant is presented in the next section.

3.3.1 Flashing Beacons Warrant

The proposed justification system for the use of flashing beacons at stop-controlled intersections in Ontario is mostly based on the number of collisions experienced at the intersections where flashing beacons are being considered. It does provide, however, the option to consider other factors with engineering judgement, such as visibility and other countermeasures proven ineffective. Detailed description of the proposed methodology for this warrant is included in Appendix A.

Table 5 shows the typical numbers of observed collision frequency, per year, that would be required for justifying the installation of various flashing beacons, for a 5-year period. The values reported in this table are based a confidence factor (F) of 1.4 for benefit to cost ratio.

Table 5: Number of Observed Collisions per Year for 5-Year Period

Intersection Type	Flashing Beacon Type	Number of Observed Collisions per Year for a 5-Year Study Period (using F = 1.4)
2-way stop controlled intersection	Overhead	2.1
	1 Stop-mounted, solar	0.7
	2 Stop-mounted, solar	1.4
	1 Stop-mounted, connected to grid	1.4
	2 Stop-mounted, connected to grid	2.8
All-way stop controlled intersection	Overhead	5.6
	1 Stop-mounted, solar	2.1
	2 Stop-mounted, solar	3.5
	4 Stop-mounted, solar	7.0
	1 Stop-mounted, connected to grid	3.5
	2 Stop-mounted, connected to grid	7.0
	4 Stop-mounted, connected to grid	14.0

The available collision history for the study area shows 0.6 observed collisions per year for a 5-year study period. It can be seen that according to Table 5, 1 stop-mounted flashing beacon (solar) is warranted based on the observed collisions. If the confidence factor is reduced to 1.0, 2 stop-mounted solar powered flashing beacons will be marginally warranted.

3.3.2 Consideration for Other Factors

If the collision warrant is not met, other factors may also be considered to justify the installation of flashing beacons. Justification of flashing beacons through these other factors should however be done carefully and with engineering judgement, as flashing beacons are not warranted based on the number of collisions in these locations. This justification, however, allows the jurisdiction to be proactive in the installation of flashing beacons when they are not yet warranted based on the number of experienced collisions, without waiting for collisions to occur.

A lack of visibility on any of the approaches or at the intersection itself may be a contributing factor in justifying the installation of flashing beacons not warranted based on the number of collisions experienced. Flashing beacons may help approaching drivers realize there is an upcoming intersection and identify where the intersection is located, even when they cannot see the intersection itself. Intersection overhead flashing beacons may also help in alerting drivers approaching on the through roadway of the presence of vehicles stopped on the side road trying to complete a crossing or turning movement.

Flashing beacons may therefore be considered if, in conjunction with other factors, one or more of the following visibility distances are not met:

- Stopping sight distance for the stop-controlled approaches;
- Stopping sight distance for the through approaches;
- Departure sight distance for the stop-controlled approaches; or,

- Sufficient visibility of the stop signs.

4. Recommendation

In this study, CIMA reviewed the information provided by the City and the requirements of OTM Book 1C, 6, and 12 as well as the presented justification methodology for installing flashing beacons.

The minimum required advance distance in OTM Book 6 is not met for the eastbound approach of Base Line. It is recommended that the “Stop Ahead” sign on the eastbound approach of Base Line be moved 50m upstream (towards west) and be installed at 150m distance from Airport Road to meet the minimum advance distance requirements for warning signs in OTM Book 6.

It is recommended that flashing beacons at intersections in Ontario should serve as a countermeasure where collisions or other issues, such as visibility, have been identified. The use of flashing beacons should be warranted through a collision warrant, or justified based on other factors.

Based on the collisions history at the study area, 2 stop-mounted flashing beacons (solar) on the side road are marginally warranted. CIMA supports the installation of red stop-mounted flashing beacons on the eastbound and westbound approaches of Base Line at Airport Road intersection. The overhead 4-way red/amber beacons are not recommended at this location.

Due to the vertical alignment of Airport Road upstream and downstream of the subject intersection, additional countermeasures may also be used, in conjunction with the advance intersection signs, to improve the visibility of intersection. CIMA recommends applying one or more of the following countermeasures to Airport Road:

- Install a left-hand side oversize “Intersection” sign at the northbound and southbound approaches of Airport Road; and
- Provide daylighting triangles at the intersection, clear of vegetation and/or other obstructions (this may prove difficult when snow banks are present).

Appendix A: Detailed Process of Flashing Beacon Justification

The proposed justification system for the use of flashing beacons at stop-controlled intersections in Ontario is mostly based on the number of collisions experienced at the intersections where flashing beacons are being considered. It does provide, however, the option to consider other factors with engineering judgement, such as visibility and other countermeasures proven ineffective.

The general methodology proposed for this warrant is to complete a benefit-cost analysis of the implementation of a flashing beacon system. If the benefits (number of collisions reduced by the flashing beacon system multiplied by societal costs of collisions) are larger than total implementation (installation and operation) costs multiplied by a “return on investment factor”, then the flashing beacon is warranted.

To determine if a flashing beacon is appropriate at a specific location, the collision frequency during a specified study period, N , should satisfy the inequality shown below:

$$N \geq \frac{F \times C_{FB}}{(1 - CMF) \times C_{coll}} \quad (\text{Eq. 1})$$

Where:

N denotes collision frequency for the study period, calculated using the methodology described below;

CMF is the collision modification factor, which is 0.95 for total collisions;

F is a confidence (safety) factor which should be between 1.2 and 1.4. The larger this factor is the higher the number of collisions required is to warrant a flashing beacon. The recommended value is 1.4.

C_{coll} is the weighted average present value cost of a collision; and,

C_{FB} is the present value of implementation (installation and operation) costs of a flashing beacon system for the study period.

The following sections provide detailed explanation for the parameters used in Equation 1.

Collision Frequency

CIMA previously developed a three-tier approach to estimate the collision frequency, N , used in Equation 1 to account for the differences in availability of collision and traffic volume data. This approach includes three methodologies:

- Expected Collision Frequency, which requires access to safety performance functions (SPFs) developed or calibrated for local conditions;
- Adjusted Collision Frequency, which requires access to the observed collision frequencies at other similar stop controlled intersections, but does not need SPFs for local conditions; and
- Observed Collision Frequency, which can be used if only available data is observed collision frequency for the location being considered for flashing beacons.

The City has provided CIMA with historic collision data at the subject intersection therefore the third method (Observed Collision Frequency) is used and described here after:

OBSERVED COLLISION FREQUENCY

When a jurisdiction does not have access to observed collision frequencies at other similar intersections or does not have SPFs developed or calibrated for local conditions, the value of N in Equation 1 should be calculated from the observed collision frequency for the location being considered for flashing beacons. N , the collision frequency for the chosen time period, should be taken as the sum of the collision frequencies observed at the location for all years included in the chosen time period. Figure 3 graphically shows the determination of N , the observed collision frequency.

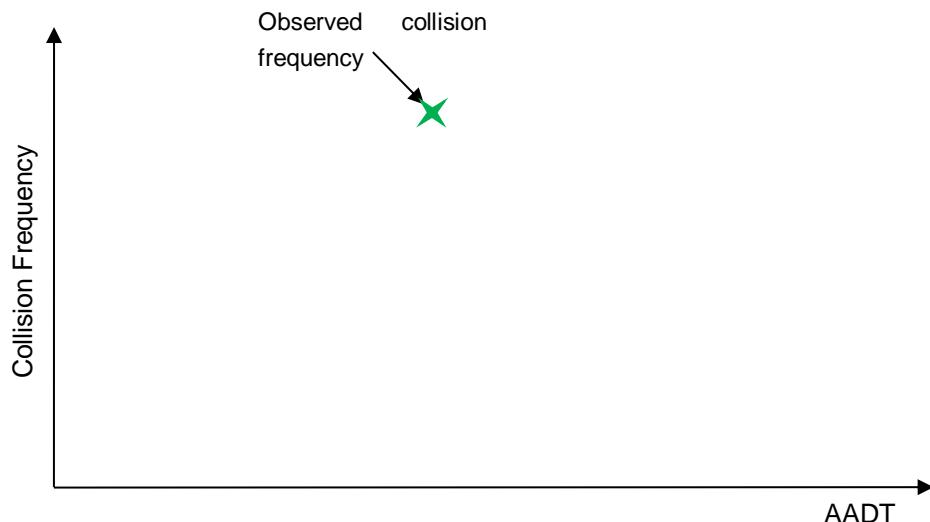


Figure 3: Observed Collision Frequency

Table 6 shows the typical numbers of observed collision frequency, per year, that would be required for justifying the installation of various flashing beacons, for a 5-year period. The numbers of observed collisions are based on the costs of a flashing beacon system and the weighted average cost of a collision as presented above. A confidence factor, F , of 1.4 has been used to develop this table. If a jurisdiction has specific installation and maintenance costs for flashing beacons, these specific costs should be used in Equation 1 to recalculate the numbers of collisions presented in Table 6. The methodology presented above was verified using the data received from the Ministry.

Table 6: Number of Observed Collisions per Year for 5-Year Period

Intersection Type	Flashing Beacon Type	Number of Observed Collisions per Year for a 5-Year Study Period (using $F = 1.4$)
2-way stop controlled intersection	Overhead	2.1
	1 Stop-mounted, solar	0.7
	2 Stop-mounted, solar	1.4
	1 Stop-mounted, connected to grid	1.4
	2 Stop-mounted, connected to grid	2.8
All-way stop controlled intersection	Overhead	5.6
	1 Stop-mounted, solar	2.1
	2 Stop-mounted, solar	3.5
	4 Stop-mounted, solar	7.0
	1 Stop-mounted, connected to grid	3.5
	2 Stop-mounted, connected to grid	7.0
	4 Stop-mounted, connected to grid	14.0

Weighted Average Cost of a Collision

The Collision Modification Factor (CMF) obtained from the literature is associated with total collisions. As a result, a weighted average cost of a collision has been calculated for all collisions from the Accident Information System (AIS), for the years 2004 to 2008, at stop-controlled intersections. It takes into account the costs for fatal, injury, and personal damages only collisions, along with the relative frequency of each collision severity. The weighted average cost of a collision, C_{Coll} , has been calculated to be \$40,300 for two-way stop controlled intersections and \$14,800 for all-way controlled intersections. The weighted average cost of a collision was calculated based on MTO's 2012 costs of collisions.

Costs of Flashing Beacon System

The costs of the flashing beacon system include both the installation and the maintenance costs. However, during the first 5 years after the installation of a flashing beacon system, the maintenance costs can generally be considered negligible, if LED signals are used. Therefore, in absence of site-specific calculated costs, the Ministry should use the following general costs values for C_{FB} , for an analysis over a 5 year period:

- Stop-mounted flashing beacon powered by a solar system: \$5,000;
- Stop-mounted flashing beacon connected to an existing electrical network: \$9,000; and
- Overhead flashing beacon: \$15,000.

3027 Harvester Road, Suite 400
Burlington, ON L7N 3G7
CANADA
T. 289.288.0287
F. 289.288.0285
www.cima.ca



Larry Girardi

From: Christina Carter <ccarter.m4@gmail.com>
Sent: Wednesday, January 14, 2015 7:36 PM
To: Larry Girardi
Subject: Flashing light at the intersection of Airport Road and Base line

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mr. Girardi,

I would respectfully request that the flashing yellow light at the intersection of Airport Road and Base Line be reinstalled. This intersection has had many accidents over the years and it is important for people who live in the city or who are new to the city to be aware of this intersection. I have driven both roads in all conditions. The flashing red light on baseline is not enough, as it is not seen until closer to the intersection. This is problematic, as one might not have enough time to slow down and stop their car before entering the intersection. The yellow flashing light is able to warn cars sooner, so they can prepare for the intersection. There is a sign that shows there is a hidden intersection, but realistically many people miss seeing that sign and are unaware. Please deeply consider bringing back that flashing light, for the safety of all who live out in that area as well as those going to and from the airport.

Thank you for the consideration.

Sincerely,

Christina Carter



The Corporation of the Township of Prince

3042 Second Line West,

Prince Township, Ontario P6A 6K4

Phone 705-779-2992 Fax 705-779-2725

Reeve: Ken Lamming

CAO/Clerk-Treasurer: Peggy Greco

January 14, 2015

Mr. Larry Girardi
Commissioner Public Works & Transportation
128 Sackville Road
Sault Ste. Marie, ON P6B 4T6
e-mail: l.girardi@cityssm.on.ca

Dear Mr. Girardi,

Re: Flashing light at Base Line & Airport Rd. (Hwy 565)

Last night, at the Prince Township Council meeting, Ms. Kim Carter, of des Chene Drive gave a very impassioned presentation to council about her concerns with the removal of the 4-way flashing light (Red & Yellow) at the intersection of Base Line & Airport Road. She was joined by several others supporting this cause.

The overhead light was removed sometime this fall by either the City or MTO. We were not consulted and not made aware of the reasoning for the removal.

In her presentation, Ms. Carter expressed the need to make people aware, who are travelling on Airport Road (Hwy. 565) that this intersection exists. Many people travelling to and from the Airport may not be at all familiar with this busy crossing and being in a valley, it is completely hidden. Even those familiar with the road may come upon the intersection unaware, since they are accustomed to seeing the flashing light.

Ms. Carter is concerned that there could be another fatal accident at this intersection that the flashing light could prevent. The light in the middle of the intersection also acts as a beacon for traffic when the conditions are foggy, rainy or snowy.

We are aware of at least two intersections where this type of overhead light is still in use: intersection of Allen Side Road and Second Line, and also at the foot of North Street Hill.

Council agreed with the concerns that Ms. Carter brought forward. As an adjacent municipality to the north, east and west of this intersection, Council strongly requests that the centre 4-way flashing light be reinstalled.

We look forward to hearing from you soon. Thank you for your consideration in this matter.

Sincerely,

Peggy Greco
CAO/Clerk-Treasurer

Cc: Traffic Sgt. Ray Magnan
Prince Twp. Council
Ms. Kim Carter
Marc Forest, MTO

Larry Girardi

From: erika brown <eb7295@gmail.com>
Sent: Thursday, January 15, 2015 3:35 PM
To: Larry Girardi
Cc: Joe Krmpotich; Mayor Provenzano; kimkarter@gmail.com; Ross Romano; Beverley Bosma
Subject: Flashing yellow light at Baseline and Airport Road

Follow Up Flag: Follow up
Flag Status: Flagged

This letter is being written in support of the immediate return of the flashing yellow light at the above-mentioned intersection without any unnecessary studies which would cause further delays and more money. This light had been put in place in the 1960's after a fatality had occurred in that area and ever since then there have been no more accidents there, so it must have successfully served the purpose. To risk another fatality over the cost of reinstalling that light would be catastrophic. There is no other indication of the hidden intersection, especially at night and during inclement weather, especially in the winter when whiteout conditions cause near zero visibility. Airport traffic has increased substantially in the past few years with not only local residents using it but also newcomers to the city and visitors, who are unfamiliar with the area. So for their sake please reinstall that light, so that everyone can travel safely. Your kind cooperation would be very much appreciated.

Thank You
Erika Brown...concerned resident and taxpayer.

Larry Girardi

From: Beverley Bosma <beverleybosma@gmail.com>
Sent: Thursday, January 15, 2015 10:31 AM
To: Larry Girardi
Subject: Yellow Caution Light on Airport Road/Base Line

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mr. Girardi:

I am writing this letter in support of Kim Carter and Prince Township in their application/request to replace the yellow flashing light at the intersection of Base Line and Airport Road. As a citizen of Sault Ste. Marie I am very concerned that this light has not been replaced since disappearing in 2014. Being that this intersection falls in a valley on Airport Road, I feel that drivers, whether they be from Sault Ste. Marie or not, should be made aware that this intersection exists and poses a potential threat for accidents waiting to happen.

I have driven Airport Road many times myself and without the light, have forgotten about the intersection until I am almost upon it. In stormy weather or during night driving this could definitely pose a threat as someone may have been slowing down to turn or turning into the intersection and I would not have the appropriate warning to slow down in time to avoid the turning vehicle. If there was a warning light at least drivers would be aware with plenty of time to adjust their driving habits accordingly.

As well, I agree with Ms. Carter's statement made to Prince Township in their meeting, with regards to the light acting as a beacon for drivers to follow during fog, snow or stormy weather or even during night driving. I myself have used that light as a beacon or landmark in knowing exactly where I am on Airport Road in adverse conditions.

Therefore, I feel strongly that this light should be replaced immediately in order to prevent a serious accident. After all, there is nothing more valuable in this world than the life of an individual which maybe the ultimate cost for not replacing thus said light.

I hope that in the very near future this problem is rectified for all the citizens of Sault Ste. Marie and visitors to our area via the Sault Ste. Marie Airport.

Sincerely,

Beverley Bosma

Larry Girardi

From: Magda Walker <magda_walker@hotmail.com>
Sent: Thursday, January 15, 2015 10:06 AM
To: Larry Girardi
Subject: Yellow Flashing Warning Light at Intersection of Airport Road

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mr. Girardi:

This letter is being sent for the purpose of raising and discussing my concern regarding the removal of the flashing warning light at the intersection of Airport Road and Base Line.

As you are well aware intersection related crashes (fatality, injury and property damage crashes) are a direct cost to society. A traffic intersection is, at its core a planned point of conflict in a roadway system and negotiating intersections can be a complex and demanding task. Add the element of speeding motorists who disrespect posted speed signs, motorists who are unfamiliar with the area (people accessing the public beach, New North Gardens, Runway Park, and Airport), poor visibility due to weather, icy road conditions, and topographical issues and the dangers are compounded.

I regularly commute to and from work and regularly negotiate that intersection. Of particular concern to me is that turning left from Baseline Road onto Airport Road is particularly dangerous as there is a hill and I am unable to see oncoming traffic. Add the elements previously mentioned above and the crossing danger is heightened.

Having the flashing light reinstated will command drivers attention and warn them that there is an intersection and thus will provide adequate time for response i.e. slowing down. Public safety is everyone's responsibility.

Yours truly,

Magda Walker

Larry Girardi

From: Michael Matthews <MichaelMatthews@sympatico.ca>
Sent: Saturday, January 17, 2015 8:17 AM
To: Larry Girardi
Subject: Yellow Flashing Warning Light at Intersection of Airport Road

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Hello Mr. Girardi,

I would like my name added to the list of proponents for the return of the flashing overhead traffic light at the intersection of Airport Road and Base Line. Truly my views mirror exactly the stated reasoning from Kim Carter. Magda Walker's letter to you is repeated here as her situation is the same as mine, to wit...in short I live just a short distance down Base Line and my wife and I use this intersection multiple times each day spanning way back to when there was a light through to present. Both of us have often made the comment to each other that the light in question is sorely missed and we don't feel as comfortable not having it there. You know that nagging little voice telling you it just doesn't feel right.

Thank you for your time on this,
Mike

Michael Matthews
2466 Base Line
Prince Township
705-779-2893

From: magda_walker@hotmail.com
To: L.girardi@cityssm.on.ca
Subject: Yellow Flashing Warning Light at Intersection of Airport Road
Date: Thu, 15 Jan 2015 10:05:37 -0500

Dear Mr. Girardi:

This letter is being sent for the purpose of raising and discussing my concern regarding the removal of the flashing warning light at the intersection of Airport Road and Base Line.

As you are well aware intersection related crashes (fatality, injury and property damage crashes) are a direct cost to society. A traffic intersection is, at its core a planned point of conflict in a roadway system and negotiating intersections can be a complex and demanding task. Add the element of speeding motorists who disrespect posted speed signs, motorists who are unfamiliar with the area (people accessing the public beach, New North Gardens, Runway Park, and Airport), poor visibility due to weather, icy road conditions, and topographical issues and the dangers are compounded.

I regularly commute to and from work and regularly negotiate that intersection. Of particular concern to me is that turning left from Baseline Road onto Airport Road is particularly dangerous as there is a hill and I am unable to see oncoming traffic. Add the elements previously mentioned above and the crossing danger is heightened.

Having the flashing light reinstated will command drivers attention and warn them that there is an intersection and thus will provide adequate time for response i.e. slowing down. Public safety is everyone's responsibility.

Yours truly,

Magda Walker

Larry Girardi

From: Joe Marinich <jcmarinich@gmail.com>
Sent: Thursday, January 15, 2015 12:49 PM
To: Larry Girardi; Joe Krmpotich
Subject: Flashing caution light at Airport Road and Base Line

I am in writing this email to add my support to re installing the orange caution light at Base Line and Airport Road. The rise south of Base Line does not offer much visibility of oncoming traffic which is usually travelling at 90 km or higher. I think it would serve to alert these drivers that the intersection is there and to be cautious.

--
Joe Marinich

Larry Girardi

From: Johanna Vandenzan <johannavandenzen@ymail.com>
Sent: Friday, January 16, 2015 1:31 AM
To: Larry Girardi
Cc: j.krimpotich@cityssm.on.ca; Ross Romano
Subject: you can make it safer.

Hello Mr. Girardi with copies to our alderman.
In the last 6 months or so the red / orange flashing light above the intersection of Airport Road and Base Line has changed to a red flashing and regular stop sign, on both sides on Base Line.

I feel that this is not safe as it was before.

- 1) When approaching Airport Road going West on Base Line there is not as much vision any more to the red light.
- 2) When the snow stays on the photo cell too long the light goes off, although you will still have the regular stop sign.

Thank you for your attention.

Hendrikus Maria (aka Dutch) van Denzen, 4-574 airport road, SSM.

Ps to others if you have also concerns about this change of lights please email / write to above cityssm.on.ca

February 23, 2015

To: Mayor Christian Provenzano
& Sault Ste. Marie City Council

From: Tom Dodds, CEO
Sault Ste. Marie Economic Development Corporation

Re: **Response to September 29, 2014 City Council Resolution:
Port of Algoma Initial Economic Development
& Employment Assessment and Recommendations**

Please find enclosed SSMEDC's report concerning the following:

*Moved by: Councillor S. Myers Seconded by: Councillor P. Christian
Resolved that the Sault Ste. Marie Economic Development Corporation in consultation with the Transportation Infrastructure Committee be requested to review and report to Council at its November 10, 2014 Council meeting as follows:*

- *Provide an initial assessment and recommendations on the economic development and employment impacts, opportunities and benefits resulting from establishing the regional harbour, with key considerations as to how the City can make itself cost-competitive for industry to locate in Sault Ste. Marie;*
- *Include consideration of specific sectors, types of businesses and industries that may be interested in locating in Sault Ste. Marie in light of this developing transportation infrastructure;*
- *Provide a series of recommendations as to how best the EDC could pursue these opportunities with all partners, including Essar Ports, Essar Algoma, and other local businesses.*

Carried

Attached are the following:

- An Outline of the Presentation
- Briefing Note: The Port of Algoma - Establishment of an International Gateway Port in Sault Ste. Marie - Part of the Great Lakes/St. Lawrence Seaway System
- Additional Information: Port of Algoma
- Port of Algoma: Focal Point of the Great Lakes Region



Overview/Introduction

Sault Ste. Marie's top priority is a nationally significant, seaway depth port that would be available to a variety of industrial and commercial users. The community has engaged key public and private stakeholders, including: federal, provincial and municipal governments; large multi-national corporations; Great Lakes Basin industry and local business; and economic development organizations.

The purpose of this report, with its attachments, is intended to provide a broad overview of the significant economic and employment opportunities, in regards to the nationally significant, seaway depth port available to a variety of industrial and commercial users presents to our community and region.

This report does not provide significant economic and employment details, as they will be determined once the freight traffic study - part of the preliminary work in preparation for design and development of the port facility - is completed. This effort is just getting underway. Once the traffic study is complete, the community and the SSMEDC will be in a better position to provide specific projections on employment economic development opportunities.

A Global Gateway Port will substantially enhance the vision of industry and the community of Sault Ste. Marie. It will further put the community on the map as a growth centre and as a place to do business, conduct industrial development, and to ship freight, products and materials. The proposed port's access to multimodal transportation and the capacity to provide industrial land, warehousing, storage and related services creates a unique environment and location to do business on the Great Lakes.

This infrastructure will differentiate Sault Ste. Marie from regional and provincial competitors. It is expected to change the supply chain and logistics challenges currently faced by shipping goods and materials by other modes of transportation and help reduce transportation costs. Industrial land, adjacent to all modes of transportation, is increasingly more expensive and difficult to secure in the Great Lakes region. This competitive advantage will not go unnoticed.

Economic Development & Employment

The 2013 KPMG study stated that "the economic and other benefits of the proposed harbour expansion are expected to be significant." Combined with anticipated production capacity increases in Sault Ste. Marie's steel products manufacturers, the report states the expanded port would create:

- As much as \$228 million to Canada's gross domestic product;
- Support up to 1,800 new employment positions as a result of the direct, indirect and induced economic impacts; and,



- Provide \$262 million in economic activity generated by the infrastructure investment in the harbour, supporting just under 1,400 person-years of employment.

The KPMG study did not account for potential increases in value added manufacturing opportunities relating to further industrial development at the Port of Algoma and the economic impact of new employment positions and the attraction of foreign direct investment.

The Port of Algoma presents an opportunity to enhance the industrial cluster of steel-related manufacturing in the community. Within this cluster, there are two large global manufacturers, being ESAI and Tenaris Algoma Tubes. Esaï is the second largest steel manufacturer in Canada and Tenaris Algoma Tubes is a leading global producer seamless tubular pipe. There are a number of associated mid-size manufacturing and fabrication companies, which provide a variety of secondary manufacturing, services and support. These firms represent a geographically concentrated group of interconnected businesses with expertise and knowledge and differentiated markets. The Port of Algoma project offers further opportunity for this cluster to perform an important function in regional economy by increasing productivity, innovation and competitiveness.

The Port of Algoma aligns with the **Province of Ontario's 2011 Growth Plan for Northern Ontario** and directly supports this planning approach for a multimodal transportation system in the region by:

- Optimizing the capacity, efficiency and safety of the existing transportation system;
- Linking major markets with rural and remote communities, economic opportunities, resource development areas, and service hubs;
- Meeting the needs of the existing and emerging priority sectors to execute regional economic plans;
- Enhancing connectivity among transportation modes including rail, road, marine and air; Reducing emissions and other environmental impacts associated with transportation.

Furthermore, it significantly supports regional economic growth, development and diversification along with enhancing Sault Ste. Marie's role as an economic and service hub.

In more specific terms, the proposed port development will specifically target businesses in:

- Forest Products
- Steel & value-added manufacturing and fabrication
- Aggregate
- Distribution/Logistics/Supply-Chain services and Operations

The port and adjacent industrial lands will be particularly attractive to those businesses and industries which require:



- large areas to assemble, fabricate and manufacture products and equipment ;
- locations immediately adjacent to a steel plant where significant cost savings can be realized by reducing the level of materials handling in their manufacturing and fabrication;
- require large areas for storage adjacent to port facilities especially aggregate and forest products; and,
- realize cost savings by directly importing or exporting goods to other countries.

Sault Ste. Marie Economic Development Corporation Role

The primary role of SSMEDC is to serve as an advocate for business and specifically in this instance Essar Steel Algoma, Essar Ports and the Sault Ste. Marie businesses that can be advantaged by having the Global Gateway port. The focus of the Corporation's efforts will continue to be business development, business-to-business liaison, path finding and facilitation advocacy.

The Port of Algoma is a priority initiative for the Corporation. SSMEDC Staff have a very positive, ongoing working relationship with Essar Ports staff and through combined efforts, collectively we have managed to build a strong network of contacts for them in the business community locally and across the region.

The SSMEDC will continue to report to Council and its Board on our progress in supporting their business development efforts.

TD

Cc: Sault Ste. Marie Economic Development Corporation Board of Directors and Staff



Port of Algoma

Sault St. Marie has a Strategic location and is an integral part of the Great Lakes waterway, a focal point of transportation from the Lake Superior region to Lakes Huron and Michigan. Essar Ports has studied the potential of Port of Algoma and finds it an exciting location to be developed as a Public Access Port. With a new focus on operations and management on the Port facility, the objective is to increase cargo through expansion of Port in discussion with the City Council, generating employment and new opportunities to put Sault St. Marie on the Global Port Map.

About Port of Algoma:

The Port of Algoma is strategically located on the Soo Canal on St. Mary's River at the tip of Lake Superior, an integral part of the Great Lakes St. Lawrence Seaway. The location is the focal point of transportation from Lake Superior region to Lakes Huron and Michigan.



The Port has been the dedicated port facility for Essar Steel Algoma Inc (ESAI), one of the largest independent steel producers in Canada. The facility is one of the oldest steel plants in North America, in existence from 1901.

Essar Ports is one of the largest port companies in India, with 104 million tons of operational capacity, going up to 194 million tons over the coming few years. A new company, Port of Algoma, is being set up under Essar Ports, to benefit from its capabilities as a major port company, and leverage the business and strategic relationships and its proven track record of a high quality port operator. The Company has a Strategic Partnership Agreement with the Port of Antwerp, one of the largest ports in the world, and the second largest port in Europe, with almost 190 million tons of cargo handled last year.

Port of Antwerp is a location similar to the Soo, as it is also inland, almost eight hours of steaming from the sea, connected through a system of locks. The Port has leveraged its interior location to the best of its

advantage, by providing cost of logistics benefits to its customers, bringing water based transportation closer to them. This has led to a large industrial cluster, including steel service centers, vehicle processing centers, agri and fisheries related warehousing, etc to come up in the immediate vicinity of the Port of Antwerp. These are the similarities which could be leveraged for the Port of Algoma as well, and develop this infrastructure project such that it becomes a true Game Changer and a catalyst of industrial activity and investments in the region.

The Strategic Partnership Agreement with Port of Antwerp would be extended to Port of Algoma, to put together a long term development plan, which can benefit the City of Soo and the Algoma region overall.

The agreement covers:

- Training and consultancy services
- Port planning
- Traffic flows
- Both companies will mutually assist in volume growth of their businesses
- Developing world class port facilities with focus on quality, productivity and environment
- Access to relationship with port operators and port based companies operating in Port of Antwerp

Benefits would include coming up of industries and logistics infrastructure in future, which could create thousands of jobs, and give a complete economic uplift to the City. As a port company, the Port of Algoma shall provide efficient and high quality port services to ESAI as well as all other users as a multi user port, striving to serve big as well as small volume business.

Facilities: The Port has an existing dock length of 1.4 km, with draft ranging from 6.7 to 9.2m. Total waterfront available is around 3.5km, with back up land of around 440 acres, and potential of further land being added. The Port has mechanized facilities and the planned expansion project is expected to bring in further modernization and efficiencies.

Growth Potential: Additional waterfront and back up land is available for further development.

Connectivity: Apart from being the focal point of the Great Lakes St. Lawrence Seaway, the Port has direct rail access to the Trans Canadian Railway – both Canadian National (CN) and Canadian Pacific (CP).

Potential for development:

Excellent location to be developed as a commercial port in the Great Lakes region. Available waterfront, back up area and rail & road connectivity make it a ready to be developed location. Strong industrial demand from mineral, forestry and agricultural cargoes of Northern Ontario, and connecting the raw material rich upper regions of Lake Superior to the manufacturing hubs of Detroit, Chicago, etc on Lakes Michigan and Huron, as also export markets beyond North America.

Preliminary studies have shown that cargo flows from the region are constrained by the lack of true Multi-modal capabilities, with only rail and road being available to bulk of the users. Cargo from the region is being sent to Montreal and similar ports for exports to Europe and other international destinations, or brought in from there, by rail and / or road. Availability of water based feeder services till the large international ports, or even direct access to international markets directly, would significantly help the regional businesses bring down their cost of logistics, and become competitive on a global scale.

Availability of a Gateway Port could spur investments in the vicinity, by industries which could benefit from the lower cost of logistics because of the Port.

Key economic benefits would include:

- optimization of capacity, efficiency and safety of the existing transportation system
- link major markets, resource development areas and economic and service hubs
- meet the needs of existing and emerging priority economic sectors and help implement regional economic plans
- enhance connectivity among transportation modes including rail, road and marine
- create and strengthen linkages between economic and service hubs and rural and remote communities
- reduce emissions and environmental impacts associated with transportation

Modes of Product Transport and need of Port

Marine Transportation often represents a critical component of supply chain management given the inherent cost advantages to marine movements over other transportation modes such as rail and truck. In case of Seaway-size vessels carrying roughly 30,000 tons of cargo, it would take 963 trucks or 301 rail cars to carry the same load as shown in figure below

Figure

1



Source: RTG analysis.

The Port of Algoma

Establishment of an International Gateway Port in Sault Ste. Marie – Part of the Great Lakes/St. Lawrence Seaway System

BACKGROUND

Sault Ste. Marie's top priority is a nationally significant, seaway depth port that would be available to a variety of industrial and commercial users. The community has engaged key public and private stakeholders, including: federal, provincial and municipal governments; large multi-national corporations; Great Lakes Basin industry and local business; and economic development organizations.

Recent organizational changes in the ownership and control of the existing private port on Essar Steel Algoma Inc. (ESAI) lands has created a unique and progressive opportunity to develop a new, globally competitive, state-of-the-art, multi-modal marine transportation facility to serve the Great Lakes Basin and beyond. The port investment is estimated to be in the range of \$120 million to \$150 million Canadian.

In September 2014, as part of ESAI's refinancing efforts, its parent, Essar Global Fund Limited (Essar Global), made a strategic decision to establish ESAI's port facilities as a distinct and separate entity, to be called the "Port of Algoma" and be part of the Essar Ports business vertical under Essar Ports Global Holdings (EPGH). Prior to the establishment of the Port of Algoma initiative, ESAI had been working with the community, both levels of government and other key business stakeholders to increase the capacity and efficiency of its dock facilities to accommodate:

- planned increases in steel production;
- significant increases in inbound shipments volumes of raw materials and outbound shipments of steel products; and,
- most importantly, to make these marine facilities more readily accessible other industrial users.

According to a 2013 report prepared by KPMG for the City of Sault Ste. Marie, existing industrial dock facilities, owned and operated by Essar Steel Algoma Inc. (ESAI), currently handles approximately 5.5 million tons of goods and materials annually, making it the fourth largest port on the Canadian Great Lakes by volume. The existing port complex is primarily used for ESAI's own manufacturing requirements and for the import of raw materials and the export of finished steel products. The second largest user of the port infrastructure is Tenaris Algoma Tubes for the importation of tube blanks and some export of finished products.

ESAI existing marine docking capacity issues are at a critical stage with aging infrastructure and limited user access. The probability is very high that other key port users will be displaced to accommodate ESAI's anticipated increases in the use of marine transportation. Without new capacity, other users will have their access to the port constrained, negatively impacting their competitiveness, growth opportunities, and more generally, the region's economy. The ESAI property is the most practical location for the future growth and development of marine transportation facilities in this area. A resolution from the Sault Ste. Marie City Council was passed on February 6, 2012 supporting the harbour expansion as the City's first economic development priority.

THE PORT OF ALGOMA OPPORTUNITY

The capital investment of \$120M to 150M in the Port of Algoma includes significant improvements to existing ESAI dock facilities and approximately 440 acres (ultimately to be enhanced to approximately 1,000 acres) of surrounding industrial land available for use as stockyards and port backup area. It is this property which forms

the basis for the development of a seaway depth, full service marine terminal, integrated with a fully serviced industrial park with direct access to the Trans-Canada Highway and U.S. Interstate highway systems, continental rail (CN & CP) networks and marine transportation access. This international gateway development, situated in the centre of the North American continent, is a globally competitive location for companies throughout Canada and the world to capitalize on the presence of an integrated steel mill, immediately adjacent to an international port and intermodal transfer capabilities.

The 2013 KPMG study stated that “the economic and other benefits of the proposed harbour expansion are expected to be significant.” Combined with anticipated production capacity increases in Sault Ste. Marie’s steel products manufacturers, the report states the expanded port would create:

- As much as \$228 million to Canada’s gross domestic product;
- Support up to 1,800 new employment positions as a result of the direct, indirect and induced economic impacts; and,
- Provide \$262 million in economic activity generated by the infrastructure investment in the harbour, supporting just under 1,400 person-years of employment.

The KPMG study did not account for potential increases in value added manufacturing opportunities relating to further industrial development at the Port of Algoma and the economic impact of new employment positions and the attraction of foreign direct investment.

The Port of Algoma presents an opportunity to enhance the industrial cluster of steel-related manufacturing in the community. Within this cluster, there are two large global manufacturers, being ESLI and Tenaris Algoma Tubes. ESLI is the second largest steel manufacturer in Canada and Tenaris Algoma Tubes is a leading global producer seamless tubular pipe. There are a number of associated mid-size manufacturing and fabrication companies, which provide a variety of secondary manufacturing, services and support. These firms represent a geographically concentrated group of interconnected businesses with expertise and knowledge and differentiated markets. The Port of Algoma project offers further opportunity for this cluster to perform an important function in regional economy by increasing productivity, innovation and competitiveness.

ALIGNMENT WITH GOVERNMENT PRIORITIES

The Port of Algoma aligns with the Province of Ontario’s 2011 Growth Plan for Northern Ontario and directly supports this planning approach for a multimodal transportation system in the region by:

- Optimizing the capacity, efficiency and safety of the existing transportation system;
- Linking major markets with rural and remote communities, economic opportunities, resource development areas, and service hubs;
- Meeting the needs of the existing and emerging priority sectors to execute regional economic plans;
- Enhancing connectivity among transportation modes including rail, road, marine and air;
- Reducing emissions and other environmental impacts associated with transportation.

Furthermore, it significantly supports regional economic growth, development and diversification along with enhancing Sault Ste. Marie’s role as an economic and service hub.

The activities leading to the successful implementation of this project are represented through the collaboration of the partners and the funding model to complete the development work leading to a shovel-ready project. The provincial and federal governments, along with the City of Sault Ste. Marie and EPGH have made a strategic decision to work together and invest a total of \$5.3 million to support necessary planning, design, engineering, consultation, environmental assessment work and related activities to have a ‘shovel

'ready' project as soon as possible. This Port of Algoma undertaking is being developed as an international commercial gateway - the largest and newest port to be developed on the Great Lakes Basin in decades.

CONSIDERATIONS

Essar Ports is one of the largest port companies in India, with 104 million metric tons of operational capacity, growing up to 194 million metric tons over the coming few years. The development of the Port of Algoma is being supported by Essar Ports, thereby taking advantage of its capabilities as a major port company, to leverage its business and strategic relationships and proven track record of a highly qualified port operator.

Essar Ports has a Strategic Partnership Agreement with the Port of Antwerp (Belgium), one of the largest ports in the world, and the second largest port in Europe, with almost 190 million tons of cargo handled last year. This agreement is being extended to the Port of Algoma. The Port of Antwerp has similar strategic logistics characteristics to the Port of Algoma. Online: www.portofantwerp.com. This port has leveraged its interior European continental location to significant advantage, by providing cost competitive logistical support to a broad range of industries, offering logistics savings through water-based transportation closer to their facilities. This has led to the creation of a large industrial cluster of manufacturers, a centre for vehicle processing, natural resources processing, storage and warehousing, logistical services, and industrial land in the immediate vicinity of the port.

The preliminary economic impact assessment of the Port of Algoma is estimated to attract new cargo flows of 14 million tons from the present 5.5 million tons. While a significant portion of this increase is directly attributable to ESAI's planned capacity expansions and a shift from rail to marine for iron ore pellet shipments, third party shipments through the port also demonstrate the potential for strong growth. It is anticipated that new opportunities exist for the export of aggregates, finished wood products and wood fibre.

NEXT STEPS

- Establish the critical path for Port of Algoma's development (November 2014)
- Logistics, market and commercial sensitivity analysis; traffic forecasts; business planning and development (2014-2015)
- Port project infrastructure planning, design and preparation, environmental assessment, and consultation with appropriate organizations (2014-2015)
- Preparation of Business Case for submission to the New Building Canada Fund – National Infrastructure Component (2015-2016) , including Public-Private Partnership (P3) requirements

Prepared by:

Sault Ste. Marie Economic Development Corporation
February 17, 2015

Port of Algoma



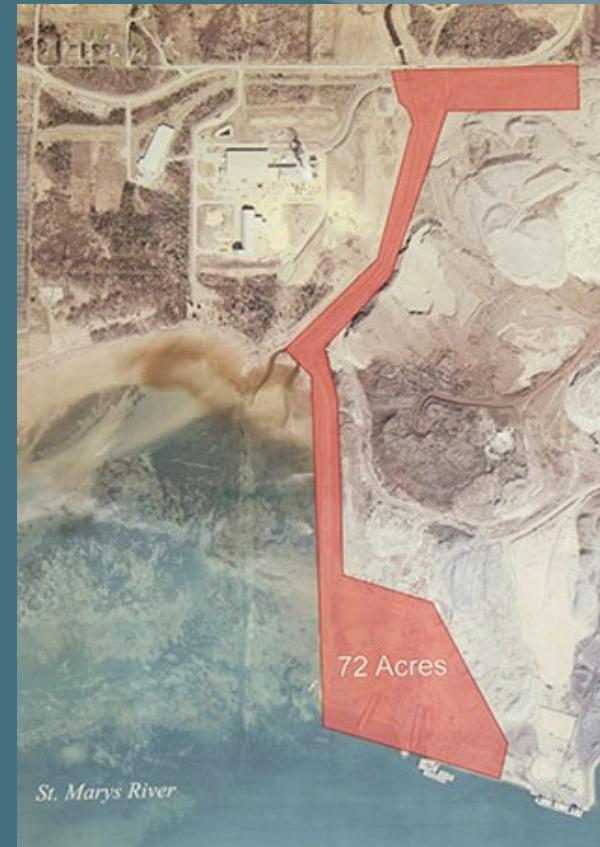
Initial Economic Development & Employment Assessment and Recommendations

February 23, 2015

Page 276 of 395

Overview/Introduction

- Global Gateway Port
- Multi-modal Transportation
- Industrial Land, Warehousing, Storage and Services



Economic Development & Employment

- Impacts/Benefits
 - 2013 KPMG study
- Opportunities
 - Inbound/outbound
 - Value-added processes & manufacturing
- Competitiveness
 - Freight traffic study



Sector Opportunities

- Business Opportunities
 - Forest Products
 - Steel
 - Aggregate
 - Distribution/Logistics/
Supply-Chain



SSMEDC Role

- Supporting Essar Steel Algoma & Essar Ports
- Business Development
- Business-to-Business Liaison, Path-finding & Advocacy





Port of Algoma

Focal Point of the Great Lakes Region

Overview – Essar Global Fund Ltd's Investments



ENERGY



PORTS & INFRASTRUCTURE



METALS & MINING



SERVICES



Oil & Gas

- #2 largest single location refineries in India and UK
- c.700k bpd / 37 MTPA operating refining capacity
- c.1,400 retail fuel outlets
- 5+ TCF coalbed methane reserves

Power

- 3,910 MW operational capacity increasing to 6,700 MW
- Large scale assets in west, central and east India
- 460+ MT coal reserves²
- Secured long term PPAs

Ports

- One of India's largest ports businesses
- Strategic Partnership Agreement with Port of Antwerp
- 5 major strategic locations on the east and west coasts of India
- Ownership of key infrastructure for EGFL assets
- 104 MTPA operational capacity
- 181 MTPA planned capacity

Projects

- \$3bn+ order book
- 40 year track record and global operations
- #2 largest equipment bank in India

Resources

- 2 bn tonnes of resources
- 27 MTPA pellet capacity¹
 - 7 MTPA: Minnesota, USA
 - 20 MTPA: Eastern India

Steelmaking & Marketing

- 14 MTPA steelmaking capacity
 - 10 MTPA India
 - 4 MTPA Canada
- #4 largest single site globally
- 5 MTPA distribution capacity
- 300 retail outlets across India

Shipping

- #1 cape size shipping fleet in India by size
- 25 ships; 6 ships on order
- 15 rigs, 4,200 chartered trucks

BPO

- 55,000+ employees
- 300+ global clients
- 56 locations in 13 countries

Real Estate

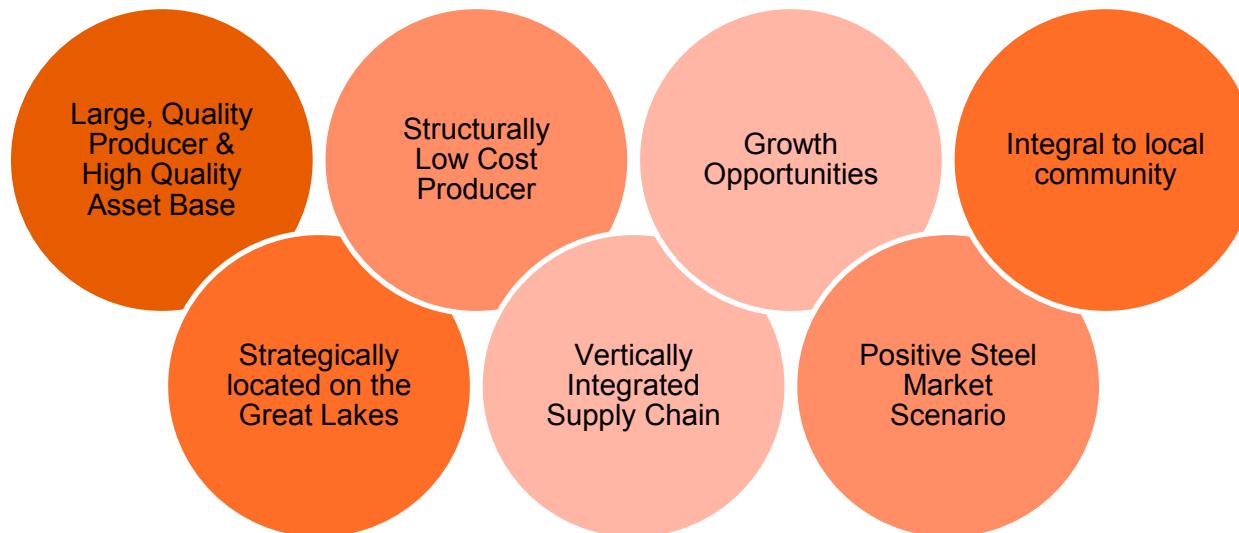
- Portfolio of 16mn sq.ft. in residential, commercial and mixed use projects

¹ Includes impact of 7 MTPA new capacity from Minnesota pelletization project and 6 MTPA new capacity at Paradip due to come online during CY 2014

² Includes Rampia coal mine and excludes Amelia coal mine

- Essar Steel Algoma Inc. (“ESAI”) is a fully integrated steel plant.
- It is the one of the largest steel producers in Canada and also the largest employer in Sault Ste. Marie.
- The Company produces steel sheet and plate products that are sold primarily in North America.
- It is a low cost, high quality production facility with the advantages of the DSPC(Direct Strip Production Complex).

Key Highlights:



Essar Ports: Overview

India's 2nd largest private sector ports company

Current capacity of 104 MMTPA to be scaled up to 194 MMTPA

Operational

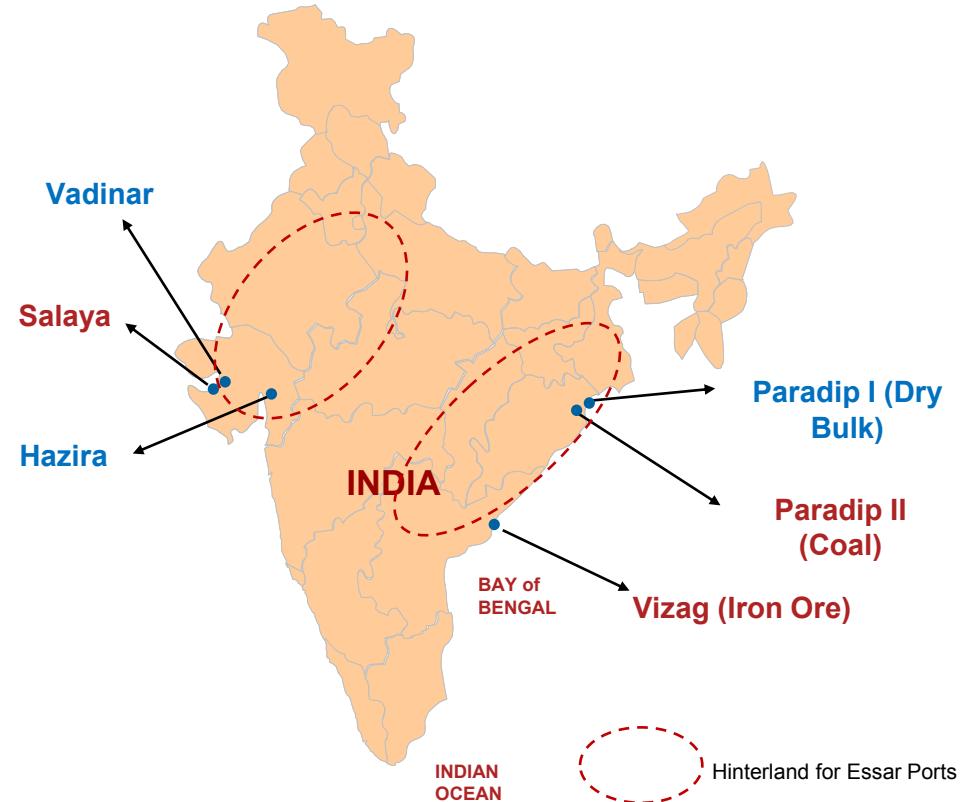
- 58 MTPA Liquid Terminal at Vadinar
- 30 MTPA Dry Bulk / General Cargo Terminal at Hazira
- 16 MTPA Dry Bulk Terminal at Paradip

Under Construction

- 20 MTPA Dry Bulk Terminal at Salaya

Under Development

- 23 MTPA Iron Ore Berths at Vizag
- 20 MTPA General Cargo Terminal at Hazira
- 14 MTPA Coal Terminal at Paradip
- Liquid Storage Terminal (expansion) at Vadinar



- 3 stand-alone ports on the West Coast and 3 terminals on the East Coast of India
- Presence in strategic locations of east and west coast, with bulk of the investments in the key state of Gujarat
- High visibility on revenue with long term Take-or-Pay contracts
- High operating margins at operating ports. Further scalability possible at most locations

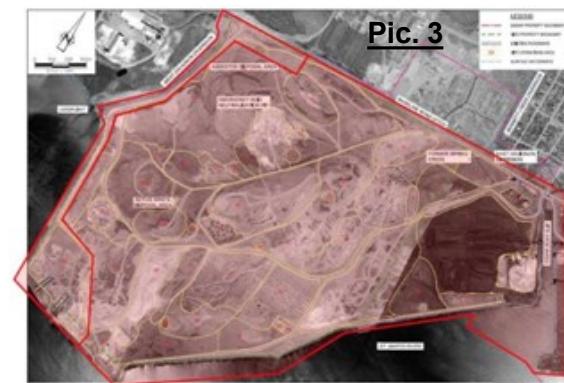
Partnership with Port of Antwerp International



- Port of Antwerp is the **2nd largest port in Europe** and gateway of many European economies.
- The port handled **190 MMT** of cargo in 2013.
- **Port of Antwerp and Essar Ports** have entered into a **Strategic Partnership Agreement**
- Port of Antwerp and Essar Ports will work together in the areas of:
 - Training and consultancy services,
 - Port planning,
 - Traffic flows,
 - Both companies will mutually assist in volume growth of their businesses
 - Developing world class port facilities with focus on quality, productivity and environment
 - Access to relationship with port operators and port based companies operating in Port of Antwerp

Port of Antwerp has numerous Memoranda of Understanding signed with other ports or countries:
including Montreal, Nagoya, Rosmoport, Panama, Singapore, India (Essar Ports) and Oman (Duqm)

- A new company, Port of Algoma, is being set up under Essar Ports, to benefit from its capabilities as a major port company, and leverage the business and strategic relationships. Proven track record of a high quality port operator.
- Strategic Partnership with Port of Antwerp to be extended to Port of Algoma, to put together a long term development plan, which can benefit the City of Soo and the Algoma region overall
- **Benefits would include coming up of industries and logistics infrastructure in future, which could create thousands of jobs, and give a complete economic uplift to the City.**
- The earlier proposed Public Access Port Project had envisaged a single berth of 220m and around 72 acres of back up land (Pic.1). Essar to work with Port of Antwerp to develop maximum waterfront as berths, with a total back up land of more than 440 acres in Phase I (Pic. 2), going up to approximately 1,000 acres in future (Pic. 3), as requirements grow.
- As a port company, Port of Algoma shall provide efficient and high quality port services to ESAI as well as all other local users as a multi user port, striving to serve big as well as small volume business.

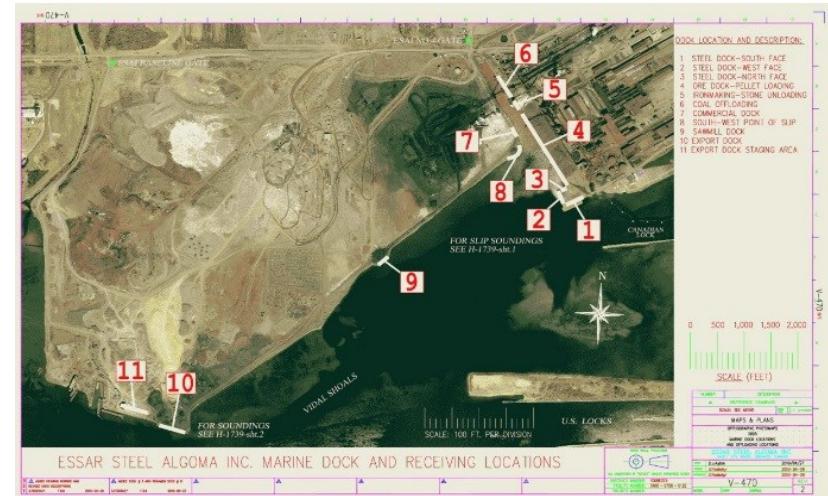


Port of Algoma: Highlights



- **Strategic location**- On the Soo Canal on St. Mary's River. An integral part of the Great Lakes waterway. Focal point of transportation from Lake Superior region to Lakes Huron and Michigan
- **Infrastructure** - 1.3 km of dock length, with draft ranging from 6.7 to 9.2m. ~5.5MTPA of existing cargo
- **Mechanized facilities** with high capacity conveyors, stacker cum reclaimers, loaders and unloaders. Expansion project to bring in further modernization and efficiencies, seeing margin expansion
- **Direct rail access**- To the Trans Canadian Railway – both Canadian National (CN) and Canadian Pacific (CP)
- **Waterfront and back up land available for further development** - Essar providing much larger waterfront and back up land (3.5km, 440 acres).
- **Essar Port Management Expertise** in running some of the most modern dry and wet bulk terminals globally, and strategic tie up with Port of Antwerp, one of the largest ports in the world.
 - Technical collaboration for Port planning and development of facilities,
 - Cargo potential mapping and facilitating tie up.
 - Preparation of proposal for refurbishment & expansion of facilities.

Location and Site



Key Link for all Shipping between Lake Superior and Lakes Huron & Michigan

The harbor facility is comprised of various docks that are used for specific commodities as well as storage areas for inbound and outbound commodities

Dock	Length	Draft	Cargo	Storage Area
Steel Dock	110m + 147m	6.7m – 8.2m	Steel Coils, Tar	13,500SqM
Ore & Coal Docks	875m	7.6m – 9.2m	Iron Ore, Coal, etc.	62,400SqM
Commercial Dock	60m	7.6m	Limestone, Miscellaneous	16,820SqM
Export Dock	184m	8.5m	General Cargo, By-products	14,200SqM
Total	1,376m	6.7m – 9.2m		106,920SqM

The Potential of Port of Algoma

Potential for Algoma and the region

Comparing with a world class port like the Port of Antwerp, Port of Algoma has the basics in place already, and shows great potential, if this can be developed further in a planned manner

		Port of Antwerp	Port of Algoma
1	Strategically located	✓	✓
2	Rail Connectivity	✓	✓
3	Road Connectivity	✓	✓
4	Barge Connectivity	✓	✓
5	Pipeline Connectivity	✓	✗
6	Developed hinterland	✓	✗
7	Strategic Tie-ups	✓	✗
8	Diverse cargo flows	✓	✗
9	Government support	✓	Requested

Glass half empty, or half full?

The Potential Should be Realized

- Port of Algoma has the potential to develop into a regional leader among ports, but this would require careful planning and nurturing.
- The Essar parentage will help develop the facilities as best in class, and management guidance will ensure implementation of best practices, certifications and highest operational standards.
- Essar shall extend its tie up with Port of Antwerp in India to Algoma, and use their expertise for:
 - ✓ Technical collaboration for Port planning and development of facilities,
 - ✓ Cargo Potential mapping and facilitating tie up of Cargo
 - ✓ Preparation of proposal for refurbishment & expansion of facilities for submission to Ontario and Federal Governments,
- Government and City support would be required to push the proposal through, and to bring port based industries and developing the location as an industrial and logistics hub.
- This could be the game changer for the City of Soo, as it would boost employment and spur economic activity in the region, and provide a long term, sustainable model for emerging as a major industrial and logistics destination.

High Quality Assets Built by Essar Ports Ltd (India)

Vadinar Oil Terminal – 58 MMTPA green field, fully integrated oil terminal. One of the most certified & decorated oil terminals globally

ESSAR

SBM – Draft 32 m, Handles VLCCs



Product Jetties – Draft 20m, 16m, Handle Aframax Tankers



Jetty Area



Jetty With Loading arms in operation



Vadinar Oil Terminal – 3 million CuM of liquid storage capacity



Crude Oil Tankage farm



Product and Intermediate Tankage Farm



Rail Gantry



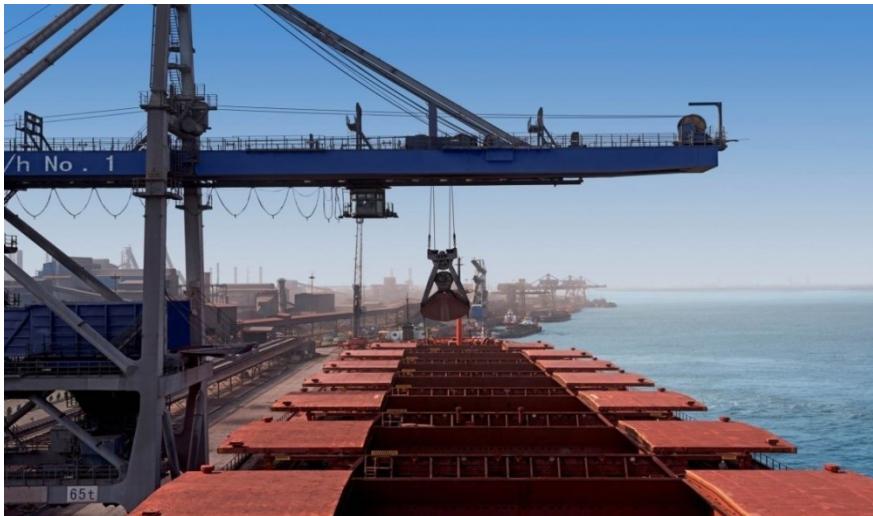
Road Gantry



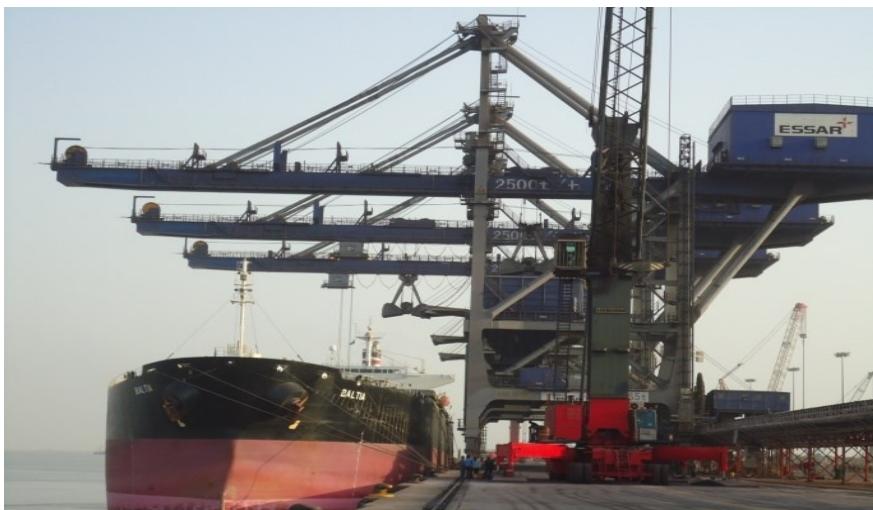
Essar Bulk Terminal, Hazira – 30 MMTPA green field bulk and break bulk terminal. To be expanded to 50 MMTPA.



Bulk cargo handling



Finished Steel Handling



Essar Bulk Terminal, Paradip – 16 MMTPA brown field dry bulk terminal. Developing another 18 MMTPA green field coal terminal.



Ship Loader, Reclaimers



11 km long high capacity conveyor system



Essar Bulk Terminal, Salaya – 20 MMTPA green field coal terminal



Jetty



Unloaders



Loader



Stockyard



Essar Bulk Terminal, Vizag – The most recent project, taking over a government owned terminal to modernize and operate. Capacity: 23 MMTPA.



Receipt and Wagon Tippling



Stockyard - Stacker



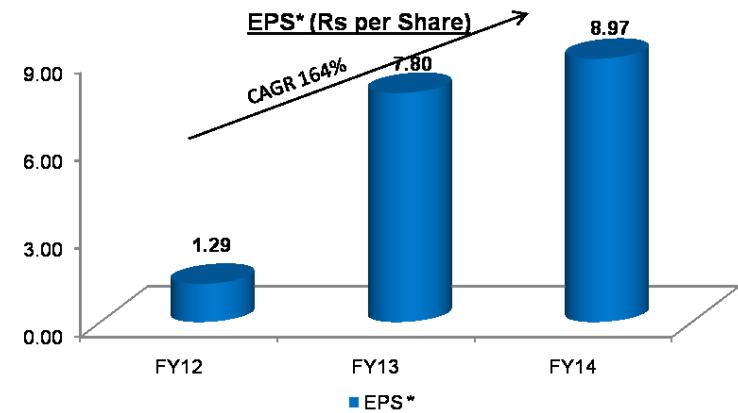
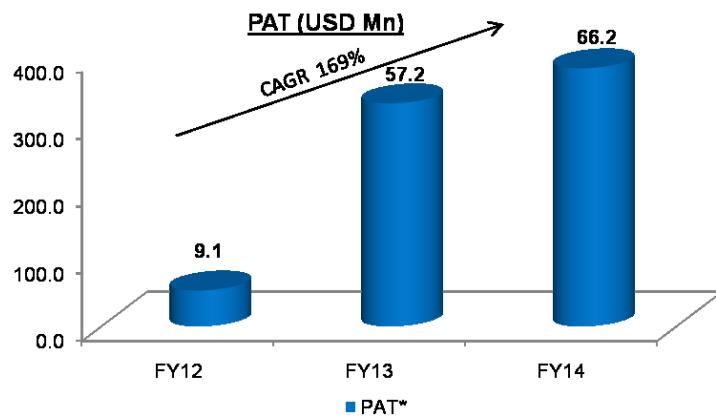
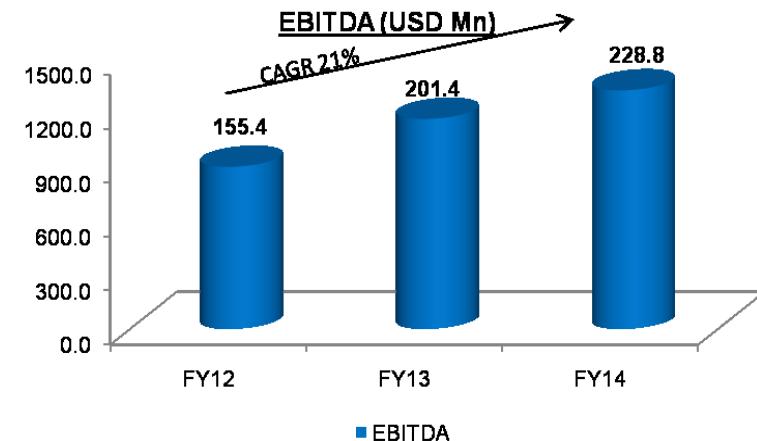
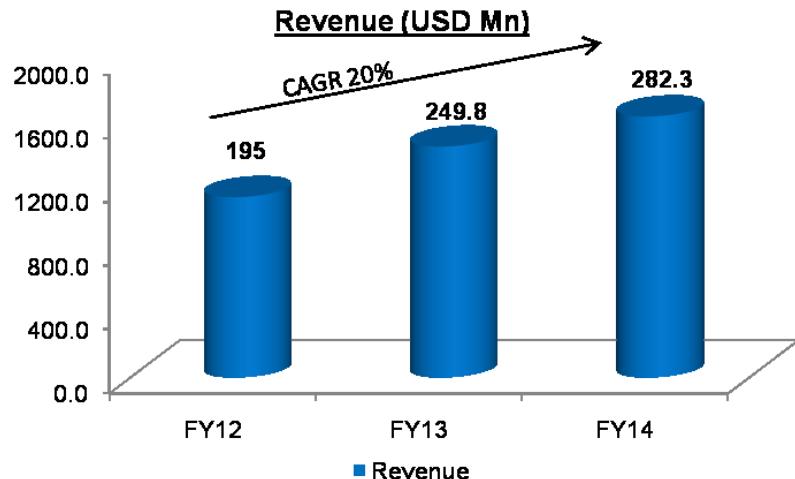
Conveyors



Ship Loading



Essar Ports: Consistent growth & healthy margins



Port of Algoma Snapshots

Port of Algoma Snapshots

Steel Dock



10,000DWT Barge at Jetty



Export Dock



Steel Loading Equipment



March 2, 2015

To: Mayor Christian Provenzano and Members of City Council

From: Tom Dodds, CEO, Sault Ste. Marie Economic Development Corporation

Re: EDF Request – Animating the John Rowswell Hub Trail

The attached application for Economic Diversification Funds (EDF) is to undertake, in collaboration with the City of Sault Ste. Marie and other community organizations, the animation of the John Rowswell Hub Trail.

PROJECT DESCRIPTION

NORDIK Institute, in collaboration with the City of Sault Ste. Marie Planning Department and sixteen diverse organizations are collaborating on this project which will provide historical, cultural and ecological information of the lands surrounding the hub trail. The information will be made available through the development of a web portal, mobile devices, a trail guide and an audio tour for users. The trail guide and audio tour will be tri-lingual featuring English, French and Anishinaabemowin. The project adds a multi-faceted value to the trail, resulting in an enhanced user experience and.

PROJECT BENEFITS and TOURISM IMPACTS

- Overall, the HUB Trail animation project will provide TSSM with a mechanism to connect the downtown attractions, through a walking tour. Currently the Boardwalk/HUB Trail is strictly a walking/biking trail. However, animating the route will provide visitors with a mechanism to learn about the history of the city, while at the same time providing fun activities for families along the route.
- The animated route itself will become an additional “tourist attraction”, one that could keep existing visitors in the city longer. More importantly it will augment a planned TSSM product development strategy around student travel and educational tours. This unique city “link” will provide student groups with a number of activities, crossing a number of school curriculums, making Sault Ste. Marie an attractive destination for school group tours.
- Significant alignment with the development of Group of 7 product offerings in the downtown core, including:

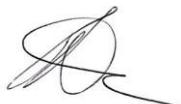


- Group of 7 Box Car, to be located downtown (adjacent to Art Gallery);
- part of G of 7 “Interpretive” signs to be installed in the downtown core;
- augments group itinerary, that includes Art Gallery, Ermatinger-Clergue National Historic Site and Agawa Canyon Tour Train.
- Actualize the Canal District Neighbourhood Plan’s strategy to ‘animate and program the public realm’;
 - Increase pedestrian and non-motorized traffic to the Waterfront and Canal Districts (and commercial sites such as Algoma Farmer’s Market and Mill Market); and
 - Increase demand for living and working opportunities in both the Canal District and Downtown;
- Support the City’s Cycling Master Plan
 - Encourage active engagement with the city’s network of trails;
 - Direct users to the city’s other cycling infrastructure;
 - Provide increased traffic to specialized bike shops; and
 - Aligns with the development of the North Channel Lake Huron Cycling Route

RECOMMENDATION

As this project is consistent with EDF Criteria and will positively impact the community as a whole; the Board of Directors of the Sault Ste. Marie Economic Development Corporation recommends this funding application in the amount of \$28,325 be forwarded to City Council for their approval.

Respectfully submitted,



Tom Dodds, CEO



SAULT STE. MARIE
ECONOMIC DEVELOPMENT CORPORATION

Board of Directors' Meeting

Monday, October 6, 2014
Russ Ramsay Board Room
11:30 am.

AGENDA ITEM 5.4.4

Moved by: G. Meakin

Seconded by: T. Rainone

Declared Conflict: D. Hilsinger

Resolved to accept and approve the CEO's Report regarding the NORDIK Institute's submission for EDF funding for the development of animation material for the John Rowswell Hub Trail project; and furthermore ;

The Board of Directors recommends this funding application in the amount of \$28,325 be forwarded to City Council for their approval. CARRIED.

Economic Development Fund - Request Letter

NORDIK Institute is seeking \$28,325 from the Economic Development Fund to complete its \$238,550 '*Animating the John Rowswell Hub Trail*' project. This funding, together with \$92,700 from the Ontario Trillium Foundation and \$70,875 from the NOHFC internship program, will create 10.9 FTE jobs over a 2-year period, and create further spin-off employment in the tourism and service sectors.

NORDIK, in collaboration with the City of Sault Ste. Marie's Planning Department and sixteen diverse organizations are collaborating to make available information about the history, culture and ecology of the lands surrounding the trail through a web portal, mobile devices, a Trail Guide and an Audio Tour. The Trail Guide and Audio Tour will be tri-lingual, featuring English, French and Anishinaabemowin.

In addition to contributing 10.9 FTE to Sault Ste. Marie, the project contributes to the city's economic development by:

- Encouraging tourism from new and developing francophone & European markets;
- Adding to the city's eco-tourism infrastructure;
- Encouraging existing visitors to extend stays in Sault Ste. Marie;
- Encouraging local tourism dollars to remain in the community by increasing the store of recreational opportunities;
- Creating the resources to attract niche tourism such as educational, elder hostelling, eco-tourism and others;
- Providing a competitive advantage in marketing Sault Ste. Marie as a location for business investment, sporting events, conferences, and conventions with unique experiential-tourism opportunities;
- Creating a platform for micro-businesses specializing in cultural products and experiential tourism;
- Supporting the city's Cycling Master Plan and Canal District Neighbourhood Plan

Animating the John Rowswell Hub Trail will thus provide tremendous return for the city in the form of economic, social, and cultural development. Please see the attached application for a detailed case in support of our application.

Sincerely,

Project Plan:

1.0 Applicant Information

1.1 Legal name of organization

Northern Ontario Research, Development, Ideas and Knowledge (NORDIK) Institute

1.2 Names of officers, directors & principals

Board of Directors: Dr. Celia Ross (Chair) – Algoma University; Karen Kennedy – Nog-da-win-da-min; Dr. David Schantz- Algoma University; Debbie Shubat – Algoma Public Health; Shirley Horn – Elder, Missanabie Cree First Nation; Steffanie Petroni – Journalist, Northern Hoot; Cynthia Morriseau – MPH, North Shore Tribal Council.

1.3 History of Organization

Incorporated in 2007, NORDIK Institute is a community-based research institute affiliated with Algoma University. To date, it has completed over fifty research projects at the local, regional, national, and international levels. Some of its most significant work has been in food security and local agriculture; air quality; social economy; and with First Nation communities.

1.4 Organization mandate

NORDIK's Vision is to promote more vibrant, caring, and sustainable communities through research, dialogue, analysis and reflection dedicated to the practice of holistic community development.

1.5 Key contact for initiative

Jude Ortiz, Research Coordinator

jude.ortiz@algomau.ca | (705) 949-2301 Ext. 4222

Room SH211-E, Algoma University, 1520 Queen St. E., Sault Ste. Marie, ON, P6A 2G4

1.6 Contributing partners

Art Gallery of Algoma; Arts Council of Sault Ste. Marie and District; Canadian Bushplane Heritage Centre; City of Sault Ste. Marie Planning Department; City of Sault Ste. Marie Recreation and Culture Division; Invasive Species Centre; Invasive Species Research Institute; Métis Nation of Ontario; Phoenix Rising Women's Centre; Sault College Natural Environment and Outdoor Adventure; Sault Naturalists Club; Sault Ste. Marie Indian Friendship Centre; Sault Ste. Marie Innovation Centre; Sault Ste. Marie Municipal Heritage Committee; Sault Ste. Marie Museum; Sault Ste. Marie Public Library; Sault Ste. Marie Region Conservation Authority; Sault Trails Advocacy Committee (STAC); Senior's Health Advisory Committee

1.7 References

See partners list under Contributing Partners.

2.0 Project Information

2.1 Project Description

'Animating the John Rowswell Hub Trail' – NORDIK Institute, in collaboration with the City of Sault Ste. Marie's Planning Department and more than sixteen diverse organizations are collaborating to incorporate information about the history, culture and ecology of the lands surrounding the trail into users' experience. The information, which also includes tips for healthy active living, will be made available through a web portal, mobile devices, a Trail Guide and an Audio Tour. The Trail Guide and Audio Tour will be tri-lingual, featuring English, French and Anishinaabemowin.

2.2 Objectives

The objectives of the project are to add multi-faceted value to the trail that will:

- Increase tourism by providing a platform for marketing the city's ecological and cultural diversity;
- Encouraging tourism from new and developing francophone & European markets;
- Adding to the city's eco-tourism infrastructure;
- Encouraging existing visitors to extend stays in Sault Ste. Marie;
- Encouraging local tourism dollars to remain in the community by increasing the store of recreational opportunities;
- Creating the resources to attract niche tourism such as educational, elder hostelling, eco-tourism and others;
- Providing a competitive advantage in marketing Sault Ste. Marie as a location for business investment, sporting events, conferences, and conventions with unique experiential-tourism opportunities;
- Creating a platform for micro-businesses specializing in cultural products and experiential tourism;
- Supporting the city's Cycling Master Plan and Canal District Neighbourhood Plan
- Expand the demographic range of trail users;
- Encourage healthy, active living; and
- Foster a sense of local identity and belonging.

2.3 Performance targets

The project will entail:

- Production and maintenance of a Web-Portal containing detailed socioecological information about the length of the Hub Trail, interactive activities for diverse users aligned with Ontario school curricula, a downloadable copy of the Trail Guide, Audio Tour, and tourist information about Sault Ste. Marie;
- Printing of 3 000 tri-fold brochures to promote the Trail animation and its corresponding Guide, Web-portal, and Audio-Tour;
- Production and printing of 3 000 trilingual Trail Guides containing detailed socioecological information about the length of the Hub Trail, interactive activities for diverse users aligned with Ontario school curricula, and health promotion information;

- Creation of a trilingual Audio-Tour spanning the city's waterfront, from the Great Lakes Power Station to the Canadian Bushplane Heritage Centre; and
- 15 MP3 players will be made available at Sault Ste. Marie Public Libraries for patrons to access the Audio-Tour;

2.4 Impacts and limitations of the project

The collaboration involved to incorporate information about the history, culture and ecology of the lands surrounding the trail into users' experience will positively impact these sectors of community.

2.5 Methodology and timing (including key dates for progress reports and final reports to Council)

- Gather data on each of the socio-ecological assets located on, adjacent to, or near the Hub Trail from diverse community partners (**over 40% complete**);
- Develop Web Portal and GIS tools for interactive web content (**50% complete**);
- Transfer data to web content (**30% complete**);
- EDF Request submitted to City Council (**September 29, 2014**)
- Feedback sought on test-pages of Web Portal and Trail Guide (**December 2014**)
- Progress report to Council (**February 2015**);
- Trail Guide and Web Portal launch (**early April 2015**);
- Translate data for Audio Tour (**early April 2015**);
- Record Audio Tour and bank recordings on MP3 players and Web Portal (**mid April 2015**); and
- Audio Tour launch (**end of April 2015**)
- Final Report to Council (**May 2015**)

3.0 Costs and Financing

3.1 Detailed project costs

Table 1 Detailed Project Costs

Project Coordinator	\$75,000
Web Developer (NOHFC)	\$36,400
Copy Writer (NOHFC)	\$36,400
Writer & Partnership Developer (JCP)	\$32,400
Graphic Designer (NOHFC)	\$18,200
Web portal	\$8,100
Trail Guide	\$12,000
Trail Guide Translation	\$3,400
Audio Tour Translation	\$800
Marketing	\$2,350
Computers & MP3 Players	\$3,600
Administration Costs	\$9,900
Project Total:	\$238,550

3.2 Financing arrangements (e.g., equity, loans, etc.) and funding partners

Funding partners (and corresponding contribution amounts) include:

- Ontario Trillium Foundation (\$92 700)
- Northern Ontario Heritage Fund (\$70 875)
- Ministry of Training, Colleges, and Universities (\$44 650)
- Algoma Public Health (\$2 000)

The EDF funding will also allow the project to access provincial marketing funding that would be otherwise unavailable to the project.

3.3 In-kind contributions

NORDIK has provided \$6 500 in-kind for the project co-ordinator's salary.

3.4 Balance, Financial Statements, Cash flow projections (historical and projected)

Table 2 outlines the detailed project costs contrasted with the confirmed revenue sources, offering a breakdown of the outstanding project costs.

Table 2

John Roswell Hub Trail Budget (2013-15)

EXPENSES		REVENUE		OUTSTANDING
<u>Item</u>	<u>Cost</u>	<u>Funded</u>	<u>Revenue Source</u>	
Project Coordinator	75,000	60,000 8,500 6,500	OTF MTCU NORDIK (in-kind)	
2.5 Interns (1 web portal, 1 writer, .5 graphic design)	91,000	70,875	NOHFC	
1 FTE writer & partner develop	32,400	32,400	MTCU	
Subtotal Salaries & Related Expenses	198,400	171,775		26,625
Web portal	8,100	5,100 3,000	OTF MTCU	
Trail Guide	12,000	8,300 2,000	OTF APH	
Audio Tour Translation	800	800	OTF	
Trail Guide Translation	3,400	3,400	OTF	
Marketing	2,350	1,600 750	OTF MTCU	
Computers & MP3	3,600	3,600	OTF	
Subtotal Material	30,250	28,550		1,700
Administration Costs	9,900	9,900	OTF	
Subtotal Admin Costs	9,900	9,900		0
TOTALS	238,550	210,225		28325

3.5 Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.

As demonstrated above, the project currently has a shortfall of \$28 325, including \$1 700 in material costs and \$26 625 in salary costs.

Numerous other sources of government assistance programs have been accessed to date, including the Ontario Trillium Foundation, the Ministry of Training, Colleges & Universities, the Northern Ontario Heritage Fund, and Algoma Public Health.

4.0 Economic Benefits

4.1 Description of how the project promotes economic growth

The project promotes economic growth through multi-faceted experience-based tourism and cultural development. Completion of the project will:

- Encourage existing visitors to extend stays in Sault Ste. Marie;
 - Encouraging visitors to access the Trail;
 - Directing users to the city's other recreation infrastructure (such as Kinsman Park, the Canal National Historic Site, fishing at the St. Mary's Rapids, golf clubs, tourist attractions, etc.)
- Encourage local tourism dollars to remain in the community by increasing the store of recreational opportunities;
- Provide a competitive advantage in marketing Sault Ste. Marie as a location for business investment, sporting events, conferences, and conventions with unique experiential-tourism opportunities;
- Create a platform for micro-businesses specializing in cultural products and experiential tourism;
- Support the city's Cycling Master Plan
 - Encourage active engagement with the city's network of trails;
 - Direct users to the city's other cycling infrastructure;
 - Provide increased traffic to specialized bike shops; and
- Actualize the Canal District Neighbourhood Plan's strategy to 'animate and program the public realm';
 - Increase pedestrian and non-motorized traffic to the Waterfront and Canal Districts (and commercial sites such as Algoma Farmer's Market and Mill Market); and
 - Increase demand for living and working opportunities in both the Canal District and Downtown;

4.2 Projected job creation

- The project creates 4.5 FTE throughout its duration.
- Applying the multiplier for education dollars of 1.61 generates an additional 7.4 FTE
- The project provides a total of 10.9 FTE for Sault Ste. Marie

4.3 Potential for tax assessment increase

The Municipal Property Assessment Corporation noted that any assessment of the impact of the trail on property values could only be studied after the next cycle of adjustments in 2016.

Nonetheless, there are numerous advantages to being in close proximity to the Hub Trail that would accrue to prospective home-buyers and their families, including:

- Greater recreational opportunities (including cycling, jogging, skiing, skateboarding, etc.);
- Additional variety of routes for non-motorized vehicles; and
- Increased sense of safety for those using non-motorized vehicles due to separation from motor-vehicle traffic.

Likewise, the additions to the Hub Trail proposed in the animation project would supplement these advantages with:

- A cultural and educational component to the trail;
- Increasing awareness of the tangible and intangible heritage of various neighbourhoods throughout the city; and
- The fostering of greater ‘sense of place’ both within the city at large as well as within various neighbourhoods.

All of these factors could foreseeably increase the desirability of properties in close proximity to the Hub Trail and consequentially increase sale prices and municipal property tax assessments.

4.4 Other economic and community benefits

The project will:

- Attract European and other tourists interested in North American Indigenous culture;
- Attract francophone tourists;
- Contribute to the city’s popular image in the broader tourism market; and
- Encourage local cross-cultural cooperation.

5.0 Community Benefits

5.1 How the project complements other local initiatives

The project complements:

- Downtown, Waterfront, and Canal District promotion initiatives by increasing pedestrian and non-motorized vehicle traffic
- Economic Development Corporation’s downtown Small Business incubator by supporting the development of tourism-centred enterprises
- Algoma Public Health’s campaign to promote initiatives for healthy, active living; and
- Sault Ste. Marie’s ‘Naturally Gifted’ promotion, by facilitating access to a large store of environmental knowledge.

5.2 Impact on the community as a whole

The Hub Trail animation will:

- Provide parents and educators an educational tool that can be integrated into every-day excursions and school lesson plans alike;
- Encourage health and well being by providing additional incentives to maintain active lifestyles.
- Foster a stronger sense of place, local identity, and emotional investment through increasing awareness of the city's intangible and immovable heritage, which will in turn:
 - Contribute to population (especially youth) retention;
 - Encourage the city's creative economy; and
 - Encourage tourism.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-44

APPOINTMENTS: (B1.3) A by-law to appoint Inspectors under the *Building Code Act, 1992* and Municipal Law Enforcement Officers under the *Police Services Act*.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to the *Building Code Act, 1992* and of the *Police Services Act*, R.S.O. 1990, **ENACTS** as follows:

1. SCHEDULE “A” TO BY-LAW 2012-168 AMENDED

Schedule “A” to By-law 2012-168 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. SCHEDULE “A”

Schedule “A” hereto forms part of this by-law.

2. EFFECTIVE DATE

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

PASSED in open Council this 9th day of March, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Schedule “A” to By-law 2012-168 and 2015-44

Freddie Pozzebon

Gary Schryer

Kevin Lavergne

Glen Irwin

Frank Bentrovato

Larry Kennedy

Tyler Bertrand

Francois Couture

Peter Schell

Michael Allard

Frank Bumbaco

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-45

AGREEMENT: (P1) A by-law to authorize the execution of an agreement between the City and The Planning Partnership Limited to develop detailed plans for a proposed streetscape implementation strategy for the block of Queen Street between Dennis Street and Bruce Street and to develop a series of conceptual plans showing how a streetscape strategy can be implemented on the remaining blocks.

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 dated February 25, 2015 between the City and The Planning Partnership Limited, a copy of which is attached as Schedule "A" hereto. This agreement is to develop detailed plans for a proposed streetscape implementation strategy for the block of Queen Street between Dennis Street and Bruce Street and to develop a series of conceptual plans showing how a streetscape strategy can be implemented on the remaining blocks.

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 9th day of March, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

The Planning Partnership

Urban Design . Landscape Architecture . Planning . Communications

February 25th, 2015

Donald McConnell
Planning Director
Level V - Civic Centre
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Dear Don,

Re: Landscape Architecture Consulting Services for Public Realm Improvements in Downtown Sault Ste. Marie

Thank you for the opportunity to provide professional consulting services to the City of Sault Ste. Marie with respect to advancing the concepts illustrated in the Canal District Neighbourhood Plan, specifically those with respect to streetscape improvements on Queen Street. The following is our understanding of the specific improvements, their associated tasks and expected deliverables:

1. Queen Street Pilot Project

To demonstrate the updated furnishings palette outlined in the Streetscape Manual, a pilot project will be rolled out along Queen Street between Dennis Street and Bruce Street on both sides of the street. The pilot project will be aimed at gaining support and feedback on the strategy prior to extending the treatment along the rest of Queen Street and other priority streets.

Tasks - Conceptual Design, Detailed Design, Layout Drawings

Deliverables – Conceptual design streetscape plan and supporting sections and illustrations, Layout Drawing Package, and other diagrams/reports as needed, (digital PDF or hard copy as needed).

2. Queen Street Concept Plan

In order to implement the updated furnishings strategy along the rest of Queen Street, a concept plan will be generated to demonstrate how the streetscaping strategy is applied to all blocks between Queen Street and Pim Street.

t 416.975.1556
www.planpart.ca

1255 Bay Street, Suite 500
Toronto, Ontario, M5R 2A9

Page 1 of 4



Tasks - Conceptual Design, Layout Plan

Deliverables – Concept Plan for Queen Street, (digital PDF or hard copy as needed).

The following is a more detailed account of what each individual task includes:

Task 1: Data Collection and Base Mapping

- Coordination and collection of all available background information.

Task 2: Conceptual Design

- Review background information in great detail;
- Informed by our consultation and site assessment, we will assess the opportunities and challenges identified, and develop preliminary concept plans.
- Assess opportunities for sustainable and innovative design approaches;
- Develop preliminary order of magnitude costing;
- Prepare presentation materials;
- Attend presentations and meetings as required.

Task 3: Detailed Design

- Prepare a detailed design package that includes a final road alignment and cross sections, and specifications for streetscape elements;
- Coordinate with Utilities and Site Servicing;
- Prepare order of magnitude costing;
- Coordinate with Engineering Co-Consultant on weekly basis;
- Attend presentations and meetings as required.

Deliverables - 50% Drawing Package, and other diagrams/reports as needed, (digital PDF or hard copy as needed).

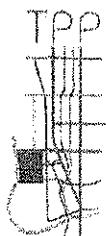
Task 4: Tender, Construction and Post Construction Services

- Make final revisions to design based on feedback from consultant team and client;
- Prepare Tender Package, including drawing set and specifications, furnishing selections and provide detailed installation drawings and instructions;
- Finalize order of magnitude costing;
- Prepare and issue “Issued for Construction” documents;
- Perform scheduled site reviews during relevant construction period;
- Conduct warranty inspection within one year of completion and notify contractor in writing of any issues.

t 416.975.1556
www.planpart.ca

1255 Bay Street, Suite 201
Toronto, Ontario, M5R 2A9

Page 2 of 4



Queen Street Pilot Project	\$16,750.00
Queen Street Concept Plan	\$7,800.00
Subtotal	\$24,550.00
HST	\$3,191.50
Total	\$27,741.50

Assumptions

Our invoices are issued monthly for professional time expended and costs incurred in the preceding calendar month. Invoices are due upon receipt, and we reserve the right to charge interest on accounts that are outstanding after 30 days from the date of invoicing.

Disbursements include printing, courier, long distance telephone, data/ cell phone charges, travel expenses, graphic and computer supplies are included in the above fee.

We will notify you of additional tasks beyond the anticipated scope, such as additional meetings that may result in an exceeding of the estimated fees. With your authorization, any additional tasks undertaken will be billed as per our hourly rates.

- Partners: \$210/hr
- Associates: \$125/hr
- Senior Designers: \$85/hr
- Designers: \$75/hr
- Support: \$50/hr

Thank you for inviting us to prepare a proposal. We are thrilled at the opportunity to carry on working with your team on this exciting transition period in Sault Ste. Marie. Please contact me if you have any questions or require additional information.

Sincerely,

David Leinster
Partner, The Planning Partnership



t 416.975.1556
www.planpart.ca

1255 Bay Street, Suite 201
Toronto, Ontario, M5R 2A9

Page 3 of 4

Agreement

If the foregoing meets your approval, kindly return a signed copy of this proposal to The Planning Partnership Ltd.

Signature:

Christian Provenzano, Mayor
The City of Sault Ste. Marie

MAR 09 2015

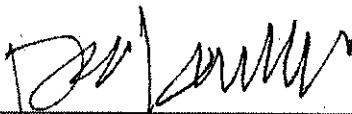
Date

City Clerk - Malcolm White

MAR 09 2015

Date

Signature:



David Leinster, Principal
The Planning Partnership Limited

02/25/15

Date

t 416.975.1556
www.planpart.ca

1255 Bay Street, Suite 201
Toronto, Ontario, M5R 2A9

Page 4 of 4



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-46

AGREEMENT: (C2.7) A by-law to authorize the execution of an agreement between the City and the Electrical Safety Authority for the period from April 1, 2015 and ending March 31, 2016.

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 application dated March 9, 2015, a copy of which is attached as Schedule "A" hereto. The agreement is for the City's membership in the Electrical Safety Authority's Continuous Safety Services Program. This program deals with inspections of City buildings and other facilities for compliance with the Ontario Electrical Safety Code and is for the period from April 1, 2015 to March 31, 2016. The annual fee is \$27,970.00 plus HST.

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 9th day of March, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE



Application to the Continuous Safety Services Program

The Electrical Safety Authority ("ESA") operates as a delegated authority on behalf of the provincial government in accordance with Part VIII, section 113 of the *Electricity Act, 1998*, S.O. 1998, c.15, Sched.A, and the *Safety and Consumer Statutes Administration Act, 1996*, S.O. 1996, c.19. As part of its mandate, the ESA is responsible for inspecting electrical work performed in accordance with the Ontario Electrical Safety Code (the "Code"). Under Rule 2-006 of the Code, periodic inspection by the ESA is permitted and available to businesses that qualify to participate in the Continuous Safety Services Program ("CSS") program.

Code Rule 2-006 Periodic Inspection

- (1) An application for inspection may be made by the owner, owner's agent or occupant of any manufacturing, mercantile, or other building where electrical installation work of a routine nature in connection with the maintenance or operation of the building or the plant therein is required to be performed at frequent intervals.
- (2) Acceptance of the application by the inspection department shall authorize the commencement and carrying out of such work during the period for which the acceptance is issued and Rule 2-004 does not apply.
- (3) Upon request, an inspection shall be made at such time and in such manner as the inspection department determines.

By submitting a completed application to the ESA you acknowledge that you have read and understand the requirements of participation in the CSS program and agree to the Terms and Conditions as outlined at
<http://www.esasafe.com/assets/files/esasafe/pdf/CSS/CSS-Terms-and-Conditions-REV-June.14.pdf>

The scope of work covered by the CSS program is explained at
<http://www.esasafe.com/assets/files/esasafe/pdf/CSS/1412 CSS Scope of Work.pdf>

Applicant / Billing Information

Company (Legal) Name:	City of Sault Ste Marie		City:	Sault Ste Marie	
Address:	99 Foster Drive		P.O. Box:	Postal Code: P6A 5N1	
Contact Person:	Orsalina Naccarato	Title:	Admin Assisstant to the City Solicitor		
Phone:	705 759 5401	Fax:	E-mail:	o.naccarato@cityssm.on.ca	
<i>The inspector should contact the following person to arrange for the inspections:</i>					
Name:	Aldo Iacoe	Phone:	705 759 5367	Email:	a.iacoe@citysmm.on.ca

The Applicant acknowledges that ESA has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the Applicant. The ESA acknowledges that the Applicant has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the ESA.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Signature: PER: _____ Date: March 9, 2015

Mayor Christian Provenzano

Schedule A – Fee Schedule PER: _____

Malcolm White, City Clerk

The Applicant agrees to pay the following fee to ESA for the period as specified:

\$27,970.00 plus HST paid annually for the period beginning April 1 2015 and ending March 31 2016, to be invoiced Quarterly in Advance.

At the end of the term as defined above, the fee will increase by 3%.



Application to the Continuous Safety Services Program

Schedule B – Facilities

The following facilities are covered by the CSS Program:

City of Sault Ste Marie

Site Information		Total # of Sites: 70	Total # of Visits: 100
Site Name	Street Address	City	Postal Code
City of Sault Ste Marie	99 Fosters Drive	Sault Ste Marie	P6A 5N1
CIVIC CENTRE	99 FOSTER DR	SAULT STE MARIE	
INDUSTRIAL PARK COURT B PUMP STATION	95B INDUSTRIAL PARK NEXT TO 65 IND COURT	SAULT STE MARIE	
PG MANZO POOL	710 YOUNG ST	SAULT STE MARIE	
VE GRECO POOL	269 ALBERT ST E	SAULT STE MARIE	
JOHN RHODES ARENA AND POOL	260 280 ELIZABETH ST	SAULT STE MARIE	
MCMEEKIN ARENA	616 GOULAIS AVE	SAULT STE MARIE	
SENIOR CITIZENS CENTRE	619 BAY STREET	SAULT STE MARIE	
GREENHOUSES POTTING BLDG BELL PK	45 LAKE ST	SAULT STE MARIE	
HURON ST PUMP STATION	99 101 HURON ST	SAULT STE	
			# of Visits
			4
			1
			1
			2
			1
			1
			1



Application to the Continuous Safety Services Program

		MARIE						
ESSAR CENTRE	269 QUEEN ST E	SAULT STE MARIE						2
ROSSMORE RD PARK WAS ELLIOT PK	110 ROSSMORE RD	SAULT STE MARIE						2
TRANSIT CENTRE GLASGOW AVENUE PUMP STATION	111 HURON ST GLASGOW AV	SAULT STE MARIE	SAULT STE MARIE					2
FIRE HALL NO 3	100 BENNETT BLVD	SAULT STE MARIE	SAULT STE MARIE					1
MAIN LIBRARY	50 EAST ST	SAULT STE MARIE	SAULT STE MARIE					1
FARMERS MARKET	35 CANAL DR	SAULT STE MARIE	SAULT STE MARIE					2
MARY ST PUMP STATION	31 MARY ST	SAULT STE MARIE	SAULT STE MARIE					1
TALLACK BLVD PUMP STATION	1 TALLACK BLVD AND WEST PERTH BAY	SAULT STE MARIE	SAULT STE MARIE					1
VARSITY AV PUMP STATION	VARSITY AV	SAULT STE MARIE	SAULT STE MARIE					1
CHURCHILL PLAZA LIBRARY STORAGE AND REPAIR GARAGE AND EMS	301 LAKE ST	SAULT STE MARIE	SAULT STE MARIE					1
HOUSEHOLD WASTE DEPOT	65 OLD GARDEN RIVER RD	SAULT STE MARIE	SAULT STE MARIE					2
OFFICE BUILDING	128 SACKVILLE ROAD	SAULT STE MARIE	SAULT STE MARIE					1
OFFICE REC STORAGE	540 ALBERT ST E	SAULT STE MARIE	SAULT STE MARIE					2
MAUSOLEUM AND ROTUNDA HOLY SEP CEMETERY	316 ELIZABETH ST	SAULT STE MARIE	SAULT STE MARIE					1
	28 FOURTH LNE	SAULT STE MARIE	SAULT STE MARIE					1

For more information please contact us at 1-877-854-0079
FORM 1410008749



**Application to the
Continuous Safety Services Program**

PINE ST MARINA FUEL PUMPS AND	20 PINE STREET	SAULT STE MARIE	2
LOCK TOURS CANADA BUILDING	95 FOSTER DRIVE	SAULT STE MARIE	1
MILLWOOD PUMP STATION LANDFILL SITE OFFICE SCALE GARAGE	19 MILLWOOD 402 FIFTH LNE E	SAULT STE MARIE	1
FIRE HALL NO 2	363 SECOND LINE WEST	SAULT STE MARIE	2
MUSEUM ERMA TINGER STONE HOUSE AND OTHER	690 QUEEN ST E 831 QUEEN ST E	SAULT STE MARIE	1
MURIEL ST PUMP STATION	3 MURIEL ST	SAULT STE MARIE	1
MACGREGOR AV PUMP STATION	5 MACGREGOR AV	SAULT STE MARIE	2
LOWER LAKE PUMP STATION	25 LAKE ST	SAULT STE MARIE	1
K 9 OBEDIENCE SCHOOL PARKING LOTS CITY SSM VARIOUS LOCATIONS	76 FOURTH LINE W 99 FOSTER DR	SAULT STE MARIE	1
WELCOME SIGN SSM ROBERTA BONDAR PUMP STATION BOARD WALK LIGHTING AND DIST	HWY 17E AT CITY LIMITS 65 FOSTER DR ST MARYS RIVER DRIVE	SAULT STE MARIE	1
FORT CREEK DR PUMP STATION MAYCOURT CENTRE	39 FORT CREEK DR 13 SALISBURY ST	SAULT STE	1

For more information please contact us at 1-877-854-0079
FORM 1410QSF14



**Application to the
Continuous Safety Services Program**

BANDSHELL CANTEEN AND WASHROOMS	1301 QUEEN ST E	MARIE MARIE	SAULT STE MARIE	2
BONDAR MARINA DOCKS	65 FOSTER DR	MARIE	SAULT STE MARIE	2
CENTRAL FIRE STATION	72 TANCRED	MARIE	SAULT STE MARIE	2
EQUIPMENT GARAGE FUEL PUMPS 3 STORAGE BL GRANDSTANDS AND CHANGEROOMS	1504 PEOPLES RD	MARIE	SAULT STE MARIE	2
CEMETARIES OFFICE CHAPEL STORAGE	427 453 NORTH ST	MARIE	SAULT STE MARIE	2
PINE ST PUMP STATION	27 FOURTH LINE E	MARIE	SAULT STE MARIE	1
ANNA MCCREA PARK RINK AND CHANGEROOMS	48 PINE ST	MARIE	SAULT STE MARIE	1
SENIOR CITIZENS CENTRE	250 MARK	MARIE	SAULT STE MARIE	1
GORE ST PUMP STATION	235 283 WELLINGTON ST W	MARIE	SAULT STE MARIE	1
BUS DEPOT	75 GORE ST	MARIE	SAULT STE MARIE	1
MERRIFIELD RINK AND CHANGEHOUSE	160 QUEEN ST E	MARIE	SAULT STE MARIE	2
UPPER LAKE ST UNDERGROUND PUMPING	331 PATRICK ST	MARIE	SAULT STE MARIE	1
QUEEN ELIZABETH PARK AND BUILDINGS	UPPER LAKE ST	MARIE	SAULT STE MARIE	1
SECOND LINE EAST PARK AND BUILDINGS	280 ELIZABETH	MARIE	SAULT STE MARIE	2
WELCOME SIGN SSM	1064 1198 SECOND LINE EAST	MARIE	SAULT STE MARIE	2
	HWY 17 N AT CITY LIMITS	MARIE	SAULT STE MARIE	1

For more information please contact us at 1-877-854-0079
FORM 141068(4)



**Application to the
Continuous Safety Services Program**

NORTHERN COMMUNITY CENTRE	556 GOULAIS AVE	SAULT STE MARIE	2
5TH LINE LANDILL PUMP STATION	402 5 LINE E RR5	SAULT STE MARIE	1
OVERFLOW STATIONS	VARIOUS LOCATIONS	SAULT STE MARIE	1
BONNEY ST PUMP STATION	765 BONNEY ST	SAULT STE MARIE	1
JESSE IRVING CENTRE	84 RUTH ST	SAULT STE MARIE	1
CITY WORKS CENTRE EQUIP STORAGE	128 SACKVILLE RD	SAULT STE MARIE	4
POINTE DES CHENES PARK AND BUILDINGS	57 POINTE DES CHENES CR	SAULT STE MARIE	2
SERVICE BLDG AND TENT STRUCT BONDAR PAV	65 FOSTER DRIVE	SAULT STE MARIE	2
POLICE HEADQUARTERS AND STORAGE BLDG	580 SECOND LINE EAST	SAULT STE MARIE	2
FRONTENAC PUMP STATION	665 FRONTENAC ST	SAULT STE MARIE	1
ESPOSITO PARK RINK AND CHANGEHOUSE	36 124 QUEEN ST W	SAULT STE MARIE	2
PINE ST MARINA DOCKS	20 PINE STREET	SAULT STE MARIE	1

Application to the Continuous Safety Services Program

Schedule C - Special Provisions

The following services are included in the CSS Program:

1. ESA will conduct an initial facility review.
2. ESA will occasionally conduct facility reviews during scheduled visits.
3. ESA will provide access to use the on-line logbook system (CSSL).
4. ESA will provide the training workshops itemized in Schedule D.

Disclaimer:

The Electrical Safety Authority (ESA) makes no representations, warranties, or conditions of any kind, express or implied, including, without limitation, implied warranties or conditions as to the work performed under Schedule C – Special Provisions. In no event shall ESA, its employees, directors, or officers, be liable for any damages caused in connection with any work done, or any direct, indirect or incidental damages, injury, loss, costs or expenses, including but not limited to, special or consequential damages, lost revenue, business interruption, or any other commercial or economic loss, howsoever caused, irrespective of whether ESA is advised of the possibility of such damages, injury, loss, cost or expense.

Schedule D - Service Details

Total # of Sites: 70

Total # of Visits: 104

Training Workshops (if applicable)

1. Customer to Select 3 Half Day Workshops

2.

3.

Code Book and Bulletin Shipping Information (if applicable)

Logbook Type**: On Line

Bulletin Type*: CD

Code Book Type*: Hardcopy

Logbook Qty: _____

Bulletin Qty: _____

Code Book Qty: 1

*Media options for Code Books and Bulletins are: 1. Paper Copy 2. CD Version 3. Online (Web based) version – license

**Media options for Logbooks are: 1. Paper Copy 2. Online (Web based) version

Contact Name: _____

Title: _____

Address: _____ P. O. Box: _____

City: _____ Postal Code: _____ Fax #: _____

Phone: _____ E-mail: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-47

AGREEMENT: (C2.13(6)) A by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Ontario Community Infrastructure Fund (Application-Based Component).

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 dated March 9, 2015 between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Ontario Community Infrastructure Fund (Application-Based Component).

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 9th day of March.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(“**Ontario**”)

– and –

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the “**Recipient**”)

WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need;

AND WHEREAS the Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component;

AND WHEREAS the Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Application-Based Component of the Ontario Community Infrastructure Fund to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby agree as follows:

SECTION 1
INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“**Adjust the Funds**” means Ontario’s right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Arm’s Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “F” of this Agreement.

“Conflict of Interest” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

“Consultant” means any third-party consultant, engineer, contractor, project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

“Crown Agency” means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

“Effective Date” means the date set out at Part B.1 of Schedule “B” of this Agreement.

“Eligible Costs” means the costs described in Part D.1 of Schedule “D” of this Agreement.

“End of Funds Date” means the date set out in Part C.3 of Schedule “C” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part B.4 of Schedule “B” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees and employees.

“Ineligible Costs” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“Maximum Funds” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“Minister” means the Minister of Agriculture, Food and Rural Affairs.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the project described in Schedule “A” of this Agreement.

“Project Completion Date” means the date set out in Part B.3 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

1.3 Singular/Plural And Gender Terms. Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.

1.4 Pronouns. Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.

- 1.5 **Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 **Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 **Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 **The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- “A” Project Description
- “B” Operational Requirements Under The Agreement
- “C” Financial Information For The Project
- “D” Eligible And Ineligible Costs
- “E” Aboriginal Consultation Requirements
- “F” Communications Protocol
- “G” Reporting Requirements

- 2.2 **Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
 - (a) This document; and
 - (b) The Schedules attached to this document.
- 2.3 **Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3 GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 **Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 **Ontario’s Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and

operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

- 3.4 **Funds Limited To Specific Project.** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule "A" of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule "A" of this Agreement, without first obtaining Ontario's prior written consent.
- 3.5 **Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 **Project Completion.** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 **Asset Retention.** The Recipient shall comply with Part B.6 of Schedule "B" of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.8 **Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.9 **Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement.
- 3.10 **Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.
- 4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:
 - (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
 - (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
 - (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.
- 4.9 Insufficient Funds Provided By Legislature.** If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or

penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

4.11 Funds Are Part Of Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

SECTION 5 PAYMENT UNDER AGREEMENT

5.1 Eligibility Of Costs Or Expenses. In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after August 18, 2014 and prior to the Project Completion Date.

5.2 Payment Of Funds. Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule "C" of this Agreement.

5.3 Conditions Precedent For Payment Of Funds. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to

the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:

- (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Municipal Infrastructure Investment Initiative and the Small, Rural and Northern Municipal Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
- (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
- (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Governance. The Recipient represents, warrants and covenants that it has and shall maintain until the Expiration Date of this Agreement all legally necessary instruments to:

- (a) Establish a code of conduct and ethical responsibilities for the Recipient;
- (b) Establish procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Establish decision-making mechanism;
- (d) Provide for the prudent and effective management of any Funds being provided under this Agreement;

- (e) Establish procedures to enable the timely identification of risks that would interfere with the Recipient meeting its obligations under this Agreement and strategies to address the identified risks;
- (f) Establish procedures to enable the preparation and delivery of all reports under this Agreement; and
- (g) Be responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

6.3 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.4 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.3 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement at any time during the Term of this Agreement.

SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

7.1 No Conflicts Of Interest. The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 Disclosure Of Conflict Of Interest Situations. The Recipient shall:

- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
- (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

7.3 Ontario Bound By FIPPA. The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8 INSURANCE

8.1 Recipient Shall Have Insurance. The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense all necessary insurance that would be considered appropriate by a reasonable for the Project, including Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule "B" of this

Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Recipient's Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) A cross-liability clause;
- (c) Contractual Liability coverage;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9 LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect,

special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or

- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10 ACQUISITION OF GOODS AND SERVICES

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:
- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
 - (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11 ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it may have to consult with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups. By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the

Project to the Recipient as set out in Schedule “E” of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario’s delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

11.3 *Recipient’s Obligations In Relation To Consultations.* The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule “E” of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule “A” of this Agreement.

11.4 *Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario.* The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule “E” of this Agreement.

SECTION 12 COMMUNICATIONS

12.1 *Recipient To Follow Communications Protocol.* The Recipient shall follow the Communications Protocol set out under Schedule “F” of this Agreement.

SECTION 13 REPORTS

13.1 *Reports.* The Recipient shall submit the Reports set out in Schedule “G” of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule “G” of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 *Additional Reports Upon Request.* The Recipient shall, upon Ontario’s request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

13.3 *Compliance Attestation.* The Recipient shall provide a compliance attestation that is signed by the Recipient’s Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14

RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

14.1 Recipient's Obligations Under Agreement. The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.

Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

14.3 Audits. Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

14.4 Auditor General. The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

14.5 Information. The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

14.6 Provision Of Information Is A True Condition Precedent. If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15

DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project;
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
- (b) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (c) The Recipient ceases to operate.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

15.5 Ontario's Discretion To Terminate Agreement. Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate

this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 **GENERAL PROVISIONS**

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

16.8 Severability. If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

16.9 No Assignment Of Agreement. The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.

16.10 No Amendment. This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Parties.

16.11 Joint Authorship Of Agreement. The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

16.12 Parties Independent. The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.

16.13 Recipient Cannot Represent Ontario. The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.

16.14 Consultants. Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.

16.15 Lobbyists And Agent Fees. The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owing To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule "B" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty,

whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: George Borovilos
Title: Assistant Deputy Minister (A)

Date

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Name:
Title:

Date

AFFIX
CORPORATE
SEAL

Name:
Title:

Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
PROJECT DESCRIPTION**

The project is to complete the third phase of roadway rehabilitation on the Second Line corridor, the east-west artery in the City of Sault Ste. Marie, ON. The work includes widening the road and adding pedestrian facilities.

Output: Asset has been renewed and meets any relevant conditions and regulatory approvals.

Outcomes: Increased traffic safety and flow; Increased support for heavy goods traffic; Increased pedestrian and cyclist safety.

SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

B.1.1 Effective Date Of Agreement. This Agreement is effective as of March 1, 2015.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 Insurance Requirements. The Recipient shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 Project Completion Date. The Project shall be Substantially Completed by December 31, 2016.

PART B.4 – EXPIRATION DATE

B.4.1 Expiration Date Of Agreement. Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2018.

PART B.5 – NOTICE AND CONTACT

B.5.1 Notice And Contact Information. Notices under this Agreement shall be sent in accordance to the following:

To Ontario: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Program Manager, Ontario Community Infrastructure Fund Telephone: 1-877-424-1300 Fax: 519-826-3398 Email: OCIF@ontario.ca	To Recipient: City of Sault Ste. Marie 99 Foster Drive, PO Box 580 Sault Ste. Marie, Ontario P6A 5N1 Attention: Joe Fratesi, Chief Administrative Officer Telephone: 705-759-5348 Fax: 705-759-2310 Email: j.fratesi@cityssm.on.ca
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD**B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement.**

The Recipient shall notify the Ministry of Agriculture, Food and Rural Affairs in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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SCHEDULE “C”
FINANCIAL INFORMATION FOR THE PROJECT

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to Two Million Dollars (\$2,000,000.00) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs (Original budget from application):
\$3,870,000.00

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Fifty-Two Percent (52%) for the Term of the Agreement. The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“Total Net Eligible Costs” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than August 18, 2014 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to twenty-five (25) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2018.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

MILESTONE PAYMENT SCHEDULE

Project Milestone Payment	Recipient Expected Completion Date
Milestone 1: Agreement Execution	March 13, 2015
Milestone 2: Submission and Acceptance of Revised Budget Report (Submitted after 70% of the Project costs are awarded)	June 30, 2015
Milestone 3: Submission and Acceptance of Final Report	December 31, 2016

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Subject to the terms and conditions of the Agreement:	-	-
Milestone 1: Execution of the Agreement by both Parties.	An amount up to fifty-five percent (55%) of the Maximum Funds	An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement. This Agreement shall be received by Ontario no later than March 13, 2015.

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
<p>Milestone 2: Upon receipt and acceptance by Ontario of required reports.</p> <p>If there is a variance between the date noted in Recipient Expected Completion Date for Milestone 2 (noted above) and the actual date Milestone 2 will be requested by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Provided it is not a negative figure, an amount up to seventy-five percent (75%) of either</p> <p>(i) The Maximum Funds, less the amount paid at Milestone 1;</p> <p style="text-align: center;">or</p> <p>(i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Revised Total Net Eligible Costs, less the amount paid at Milestone 1.</p>	<p>Construction Contract Award Report</p> <p>Revised Budget Report</p> <p>Progress Report</p>
<p>Milestone 3: Upon receipt and acceptance by Ontario of the Final Report and no later than March 5, 2017.</p> <p>Note that the Project must be Substantially Completed no later than the Project Completion Date noted in Schedule B.3.1.</p> <p>If there is a variance between the date noted in Recipient Expected Completion Date for Milestone 3 (noted above) and the actual date Milestone 3 will be requested by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds</p> <p style="text-align: center;">or</p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report,</p> <p>whichever aggregate amount is smaller.</p>	Final Report

Part C.5 – Limit On Ontario’s Contribution Under Agreement

C.5.1 *Limit On Provincial Contribution Under Agreement.* Despite anything else contained in this Agreement, Ontario’s total contribution toward the Project shall not exceed ninety percent (90%) of the Project’s total Eligible Costs.

SCHEDULE “D”

ELIGIBLE AND INELIGIBLE COSTS

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to August 18, 2014 of this Agreement or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and

- (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants;
- (g) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund; and
- (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

**SCHEDULE “E”
ABORIGINAL CONSULTATION REQUIREMENTS**

PART E.1 – PURPOSE AND DEFINITIONS

E.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

E.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;(c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (c) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,

- trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;
- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
 - (e) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
 - (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
 - (g) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
 - (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
 - (i) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
 - (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
 - (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
 - (l) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
 - (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
 - (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

E.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory

aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

E.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: If the Recipient installs a sign at the site of a Project, the Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2 Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

**SCHEDULE “G”
REPORTING REQUIREMENTS**

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Construction Contract Award Report - a Report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within fifteen (15) Business Days of a council resolution, the Recipient Expected Completion Date in Part C.4.1 of Schedule “C”
2.	Revised Budget Report must be based on tenders awarded to complete the project. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution, the Recipient Expected Completion Date in Part C.4.1 of Schedule “C” and no later than June 30, 2016.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement or until sixty (60) Business Days after the Project Completion Date. A Progress Report is also required as part of the submission for Milestone Two (2).
4.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.4 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the completion of the Project or no later than March 5, 2017.
5.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued**PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the entire Project based on Total Net Eligible Expenses after the construction has been tendered. This report should not be submitted until at least seventy percent (70%) of the Project costs have been awarded and shall be submitted no later than June 30, 2016.

REVISED TOTAL PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Total	\$	\$	\$
Less Any Actual or Potential Tax Rebates	\$	\$	\$
REVISED TOTAL NET ELIGIBLE COSTS	\$	\$	\$

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget, please provide an explanation.

--

PROJECT CERTIFICATION

As the payment certifier or chief financial officer for _____ The Corporation of the City of Sault Ste. Marie, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief and are based upon actual awards of at least 70% of the Project costs.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued**PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

This report is due twice a year on January 15 and July 15 and as part of a Milestone 2 submission.

Name of Recipient**Name of Project****Project
Number****Construction Percentage Completed****Key Dates:**

Date	Forecasted	Actual
First Construction Tender Awarded		
70% of Project Costs Awarded		
Start Date of Construction		
End Date of Construction		

Description of Activities	Activity Status(On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE “G” Continued

Other Progress to date <i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal groups, please include dates, where applicable or available</i>
Variance from original approved project (if any) Do you need to adjust your Project Description based on Project progress? If so, explain why and by when?

Attestation:

I, (name of person who can bind the Recipient), confirm that my municipality/local services board is in compliance with the terms and conditions found in the Agreement for this Project (Project Name and Project number).

Name: _____

Title: _____

Date: _____

SCHEDULE “G” continued**PART G.4 – FINAL REPORT****FINAL REPORT**

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

File No.:	Project Title:
Date:	Recipient Name:

Final Reports are to be completed and submitted to OMAFRA **within sixty (60) Business Days of the completion of the Project or as otherwise specified in the Agreement.** Please contact your Project Analyst should you have any questions filling in this report.

Section 1. Project Details

Dates	Forecasted in Application	Actual
Construction Start Date		
Construction End Date		

Was the Project completed as per your application and Schedule “A” or by any amending agreement??

Yes No If No, please provide details on any variances below

Project Variances (if applicable)

In reading the description provided in Schedule “A” of the Agreement or in any subsequent amendments, has your Project experienced any variances either in its scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the approved Project Description.

--

SCHEDULE "G" continued**Section 2. Financial Information**

Budget Item	Budgeted Cost	Actual Cost
GROSS ELIGIBLE COST	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST*	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached please provide a chart showing the following columns:

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

Section 3. Project Benefits and Impact Questions

The following questions must be completed with the results of your project. The questions outlined in sections 3, 4 and 5 will help assess the impact of the Project and client satisfaction with program delivery.

SCHEDULE “G” continued***Project Benefits and Impacts***

1. What was the primary objective of your Project?			
<input type="checkbox"/> Address urgent public health and safety issues. <input type="checkbox"/> Maintain public health and safety over the long-term. <input type="checkbox"/> Address barriers to economic growth.			
2. As detailed in your asset management plan (AMP), what was the priority of the Project you just completed with this funding?			
<input type="checkbox"/> Over due to be completed? <input type="checkbox"/> Due to be completed this year? <input type="checkbox"/> Due to be completed in the next year? <input type="checkbox"/> Due to be completed in the next 2-5 years? <input type="checkbox"/> Due to be completed in the next 5+ years? <input type="checkbox"/> Was not detailed in plan, Please specify: _____			
3. Please indicate which of the following benefits you have experienced or anticipate for your municipality/local services board as a result of the Project. Provide details where possible.			
	At project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest priority items in AMP addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Improved economic infrastructure that was identified as a barrier to growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Please indicate the impact of this Project funding on your AMP. Provide details where possible.			
	At project completion	Anticipated (1-2 years out)	Details
Revised targets for levels of service	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Improved ability to be more sustainable in financing the remaining AMP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
New measures or modified measures for this asset with respect to health and safety, longevity, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

SCHEDULE “G” continued**Section 4. Other Benefits / Information**

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the province of Ontario.

--

Section 5. Client Satisfaction Survey

Based on your project experience with Ontario, please indicate with an “X” in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
	1	2	3	4	5
a. Once my Project was approved, I received all the information needed to proceed to the next step of the Project.					
b. The report forms were easy to understand and complete.					
c. I was able to reach appropriate Ontario staff without difficulty.					
d. OMAFRA staff was knowledgeable.					
e. I received consistent advice from Ontario staff.					
f. Ontario staff was courteous.					
2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied
3. Overall, how satisfied were you with the service you received while implementing your Project?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied
4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?	To a great extent	Somewhat	Very little	Not at all	

SCHEDULE "G" continued**Section 6. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Schedule "E" of the Agreement.

Please indicate:

Declaration required for the Project:

Confirmation provided to Ontario indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to Aboriginal Groups discovered with respect to the Project.

Yes No

Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about the Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to express comments and concerns with respect to the following:

Yes No

- the Project;
- adverse impacts on hunting, trapping, fishing and plant harvesting; and
- any burial grounds or archaeological sites of cultural significance.

A copy of this correspondence to identified Aboriginal Groups was provided to Ontario.

Yes No

Ontario was made aware of any issue(s) identified by any Aboriginal Groups.

Yes No

A copy of any correspondence/information between the recipient and any Aboriginal Groups was forwarded to Ontario.

Yes No

SCHEDULE “G” continued**Section 7. Confidentiality, Certification and Signature****Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. Any information submitted in confidence should be clearly marked “**CONFIDENTIAL**” by the Recipient. Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

<i>NAME OF AUTHORIZED OFFICIAL:</i>	
<i>TITLE:</i>	
<i>DATE:</i>	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-48

PROPERTY ACQUISITION: (PR1.66) A by-law to authorize the City's purchase of a sliver of property located at the corner of Huron Street and Cathcart Street to improve the geometry of this intersection.

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. PROPERTY ACQUISITION

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration provided in said Schedule "A".

2. EXECUTION OF DOCUMENTS

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 all documents required to complete the said acquisition.

3. SCHEDULE "A"

Schedule "A" forms part of this by-law.

4. EFFECTIVE DATE

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

PASSED in open Council this 9th day of March, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2015-48

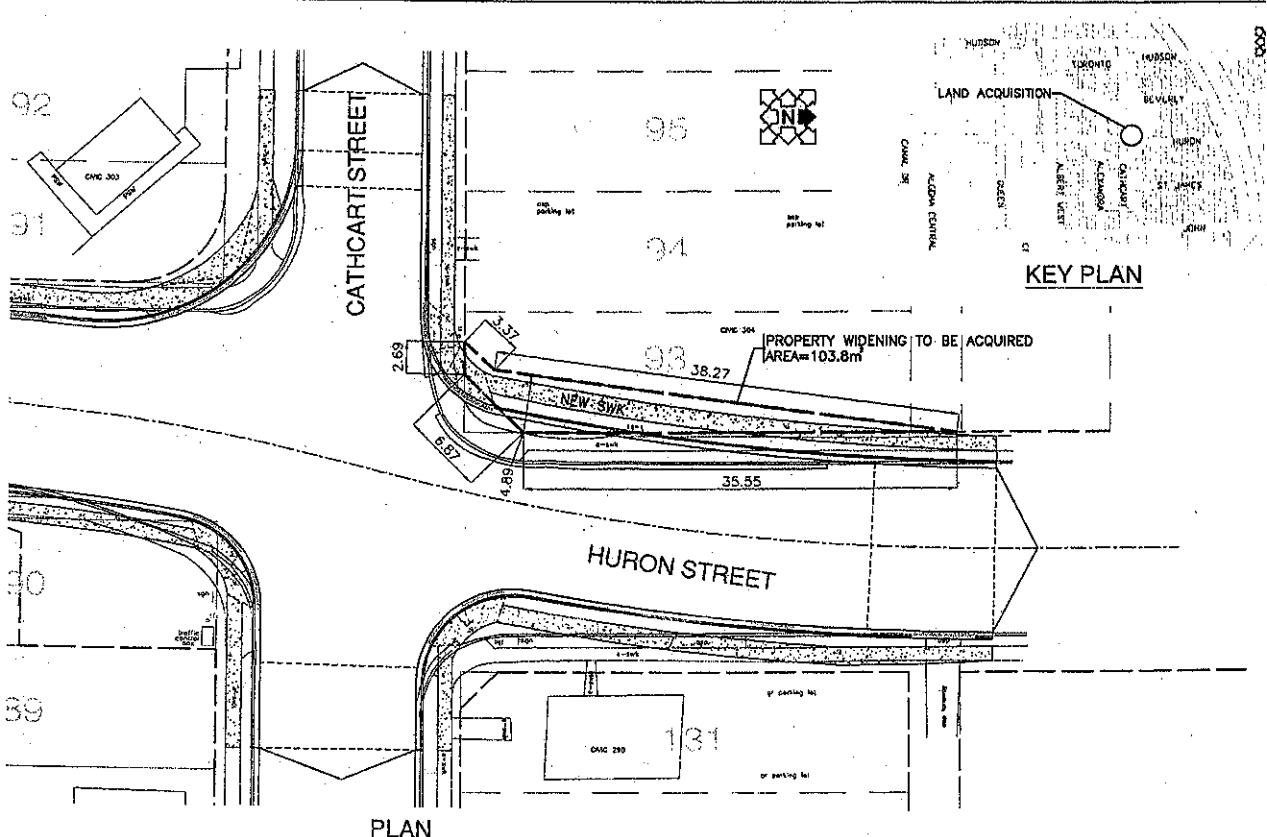
PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: ORLANDO TRIDICO

ADDRESS: PART OF 304 CATHCART STREET, SAULT STE. MARIE,
ONTARIO LEGALLY DESCRIBED AS: Part of PIN 31575-0102
(LT) LT 91-92, 94-95, 93 PL 727 KORAH AMENDED BY PL 3784
EXCEPT T48691; PT LT 96 PL 727 KORAH AMENDED BY PL
3784 AS IN T402293; SAULT STE. MARIE

CONSIDERATION: \$6,512.53

(subject to usual adjustments)



AECOM			THE CORPORATION OF THE CITY OF SAULT STE. MARIE, ONTARIO ENGINEERING DEPARTMENT	RECONSTRUCTION OF HURON ST.
Project Manager: [Redacted] Project Number: [Redacted]	Date: [Redacted]	Prepared by: [Redacted]	Approved by: [Redacted]	Land Acquisition CIVIC 304 CATHCART STREET

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-49

AGREEMENT: (P3) A by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (Ministry) to allow the City to enter upon Ministry lands described as Lot 10, RCP H-745, designated as Part 1 on Plan 1R10310 for the purposes of constructing, monitoring and maintaining a ditch and berm.

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 dated March 9, 2015 between the City and Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario, a copy of which is attached as Schedule "A" hereto. This agreement allows the City to enter upon Ministry lands described as Lot 10, RCP H-745, designated as Part 1 on Plan 1R10310 for the purposes of construction, monitoring and maintaining a ditch and berm.

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 9th day of March, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Ministry of Transportation
Property Section
Northeastern Region
447 McKeown Avenue, Suite 301
North Bay, ON P1B 9S9
Tel: (705) 497-6813
Fax: (705) 497-5509

Ministère des Transports
Section des biens immobiliers
Région du Nord-Est
447, avenue McKeown, bureau 301
North Bay (Ontario) P1B 9S9
Tél.: (705) 497-6813
Téléc.: (705) 497-5509



March 2, 2015

City of Sault Ste Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Attention: Susan Hamilton Beach, P. Eng.

Dear Ms. Beach:

Re: Licence Agreement
Lot 10 RCP H-745
Designated as Part 1 on Plan 1R-10310
Township of Tarentorous, District of Algoma
Ditching and Berming on MTO lands

City of Sault Ste Marie ("City") has made it known to the Ministry of Transportation Ontario ("Ministry") that it wishes to enter upon Ministry lands for the purposes of constructing a ditch and berm on Ministry lands.

The City has advised that the ditch and berm will address drainage/flooding concerns in the Black Road area until an Environmental Assessment can be completed which will address long term drainage in the area.

Further to your request and by this letter, the Ministry grants the City a licence to enter upon Ministry property for the purpose of constructing, monitoring and maintaining a ditch and berm, at the City's own expense, at the location shown in Schedule A attached to this Agreement, upon the following terms and conditions:

1. The Ministry grants to the City a licence for a one-time fee of Two Dollars (\$2.00) (receipt of which is hereby acknowledged), to enter, or to have an agent of the City enter upon the Ministry lands located in the Township of Tarentorous, now City of Sault Ste Marie, District of Algoma, more particularly described as Lot 10, RCP H-745, Designated as Part 1 on Plan 1R-10310, a copy of which is attached hereto on Schedule A, which plan forms part of this Agreement, for the purpose of constructing, monitoring and maintaining a ditch and berm in order to address drainage/flooding concerns.
2. The City hereby acknowledges that it will be its responsibility to lay down, excavate, install, construct, maintain, open, inspect, add to, alter, repair and keep in good condition the ditch and berm to ensure proper drainage at its own expense.
3. The City hereby acknowledges that a ditch and berm shall be constructed at the location shown on the City's plan dated February 2015, a copy of which is attached hereto as Schedule A, which plan forms part of this Agreement and at no other location.
4. The City further acknowledges that access to the Ministry lands to complete the subject works shall be from 567 Black Road and that if a temporary entrance/culvert is required for access purposes, it will be the City's responsibility to install the temporary culvert/entrance and remove it upon completion and the lands shall be returned to its original condition.
5. The City agrees that it does not have any right to use the Ministry's lands, except in accordance with the terms and conditions of this licence as contained herein, and that it accepts this licence subject to such limitations as contained herein.
6. The term of this licence shall commence upon this Agreement being executed by a Ministry representative and shall terminate on March 15, 2020. Should the City wish to continue with the licence agreement after the termination date, the City must submit in writing, nine months prior to the termination of this Licence Agreement a request for a renewal at which time the Ministry will review the request and the Ministry will also have the right to increase the licence fee should approval be obtained for a renewal. Upon termination of this Agreement, the City shall remove the ditch and berm at its own cost and expense and shall restore the land to its prior condition. If the City fails to restore

the Ministry's lands as required herein, the Ministry may do so at a City's expense and this obligation shall survive the termination of this Agreement.

7. It is understood and agreed that this Licence Agreement will be conveyed to the City, by this one document.
8. The City acknowledges that it will be its responsibility to ensure that the subject ditch and berm are monitored accordingly to ensure that they are kept in good condition and repair and clear of all brush, trees and other obstructions of any nature whatsoever, at its own expense.
9. This licence is restricted solely to the City and to no other subsequent party. The City shall not assign or alienate in whole or in part, the Licence Agreement. The City shall only use the property for the purpose noted above and for no other purposes.
10. The City shall not undertake any construction, improvements, enhancements, or changes to the Ministry's lands without first obtaining the approval of the Ministry. Furthermore, all construction, improvements, enhancements, or changes to the Ministry's lands that are approved by the Ministry shall be at the City's sole expense. The City shall restore the land to its prior condition before the City entered the lands.
11. All such work under this licence agreement shall be in accordance with all rules and regulations and any necessary permits required shall be the responsibility of the City and the City shall comply with all laws that may be applicable.
12. The City acknowledges and agrees that all costs incurred in conjunction with this licence shall be at its sole expense.
13. The City acknowledges and agrees that this licence does not in any way whatsoever diminish the rights of the Ministry or any public utility company and their respective agents from entering upon the subject lands for the purpose of constructing, repairing and maintaining or installing or replacing utilities thereon.
14. The Minister, his servants, agents and contractors may enter upon the Ministry lands at any time and place.
15. It will be the responsibility of the City to arrange for any utility locates on the Ministry lands prior to commencing any construction or maintenance. Further the City shall be responsible for any damages caused to the works by the City or its agents.
16. The City, further agrees at its sole cost and expense to:
 - i. provide the labour necessary for the proposed works on the Ministry lands.
 - ii. provide technical and expert assistance during the term of this agreement for the proposed works on the Ministry lands.
 - iii. minimize disruption to the Ministry lands during access and if necessary remedy any physical or environmental damage that would result from same, and will ensure that mature vegetation is preserved and that no plant material will be removed that would contribute to erosion.
 - iv. Not to perform any acts or carry on any practice which may damage the land.
 - v. Be responsible for any damage to the adjacent roadways or properties, caused as a result access on Ministry lands and the subject works.
 - vi. Be responsible for all necessary environmental assessments.
 - vii. Not store any equipment, nor dispense any class of chemical or petroleum products on Ministry lands.
 - viii. Not to commit or suffer to be committed any waste upon, or damage to, or any nuisance, other act or thing, which disturbs or interferes with any person on, or adjacent to the Ministry lands.
 - ix. Not to do, or permit anything to be done in, upon or about the Ministry lands which would in any way conflict with any Federal, Provincial laws, ordinances statutes rules and regulations or Municipal by-laws.
 - x. Obtain and keep in force, [and to deliver evidence thereof, if requested by the "Ministry" or its agents or representatives], Public Liability Insurance in the amount of \$5,000,000.00. In all policies, the City agrees to name the Ministry of Transportation Ontario as an additional named co-insured, ensure a cross liability clause, not to be cancelled or altered except to giving not less than 30 days written notice to the Ministry.
17. The City shall indemnify and save harmless the Ministry and its representatives from and against all costs or actions, including legal and witness costs, claims, demands, civil actions, prosecutions or administrative hearings, fines, judgments, awards, including awards of costs that may arise as a result of the condition or use by the City of the Ministry lands, any order issued in connection with the condition of the Ministry lands, or any loss, damage, or injury caused either directly or indirectly as a result of the condition

or use by the City of the Ministry lands. This provision is absolute and final and applies whether damages arise out of negligence or otherwise and whether they result in economic loss, injury, or damage to the property and it shall survive the termination of this Agreement.

18. The City hereby agrees to forever discharge and release the Ministry, its employees, agents and servants from any claims or demands of any kind whatsoever, past, present and future, arising from or in connection with the use of Ministry lands. This provision shall survive the termination of this Agreement.
19. Any notice or documents ("notice") required under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or facsimile ("fax") to the Ministry or to the City.
20. The City's equipment shall not interfere with or cause any interference with the operations of the Ministry that may exist on the property, unless prior approval is given by the Ministry and shall not interfere with the Ministry's use of the balance of the Ministry owned land.
21. The City shall remove the ditch, berm and any entrances installed to access Ministry lands, at its own expense and shall restore the land to its prior condition, on the termination of this licence.
22. Either party may terminate this licence for any reason whatsoever upon giving the other party 90 days written notice of their intention to terminate the licence.

If you are satisfied with the terms and conditions of the Agreement, please sign both copies of the Agreement to indicate your acceptance of its terms and conditions of the licence for the use of the Ministry's lands. Return both copies to this office so that the appropriate Ministry official can execute the Agreement on behalf of the Ministry. Once the Ministry has officially executed this Licence Agreement, you will be provided a signed copy for your records, whereupon you can enter upon the Ministry lands.

Yours truly,

Laurie Lebeau
Real Estate Officer

Signed at Sault Ste. Marie, this 9th day of March , 2015

THE CORPORATION OF THE CITY OF SAULT STE MARIE

Name: Christian Provenzano
Title: Mayor

Malcolm White
City Clerk

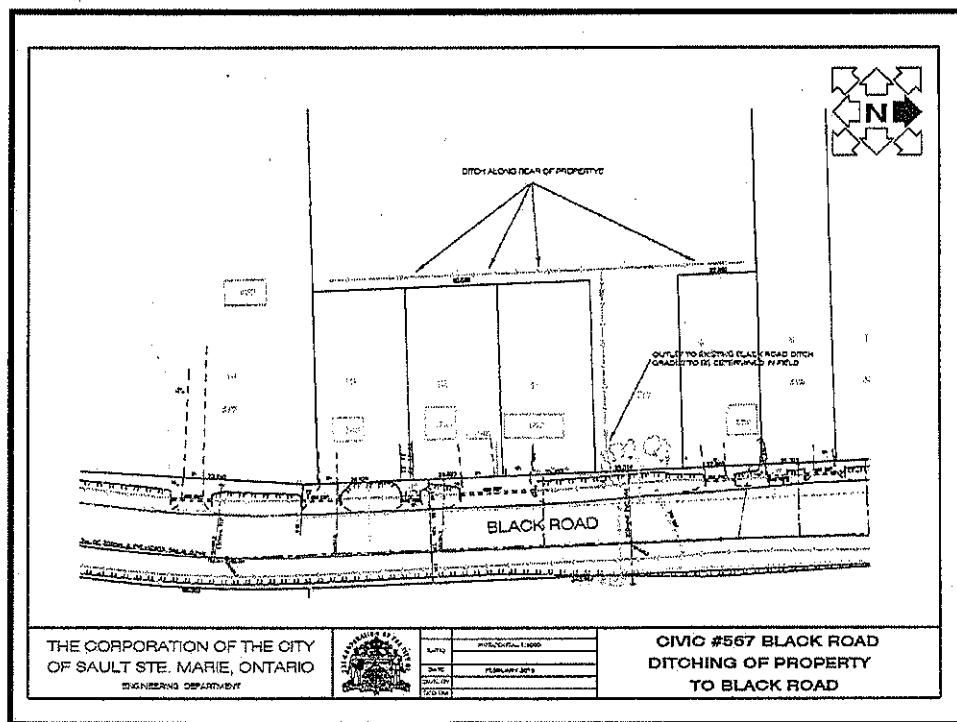
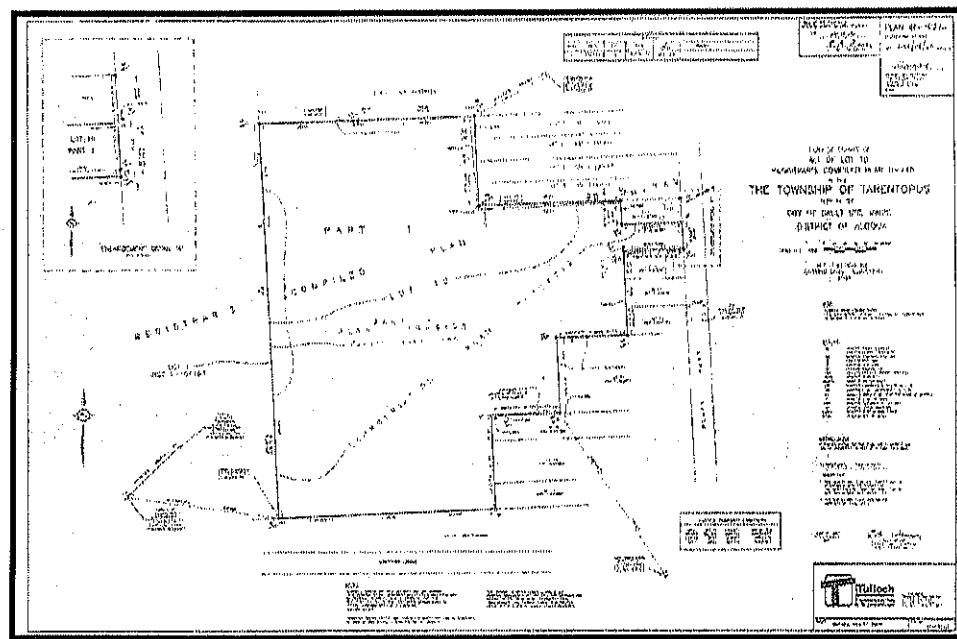
I/we have the authority to bind the corporation.

Signed at North Bay, this day of , 2015

HER MAJESTY THE QUEEN in right of the
Province of Ontario, represented by the
Minister of Transportation for the Province of Ontario.

THE MINISTER OF TRANSPORTATION by delegation
to the Regional Director Eric Doidge

SCHEDULE A



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-50

AGREEMENT: (H4.2) A by-law to authorize the execution of an 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, 2015, a copy of which is attached as Schedule "A" hereto. This agreement authorizes a funding agreement for the recruitment and retention of physicians.

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 9th day of March, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Schedule "A"

OPERATING SERVICE AGREEMENT

This Agreement made this 1st day of April 2015.

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, 2015 and terminating March 31, 2016.

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 budget to City Council at the end of January 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 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 in the Physician Recruitment Reserve 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, SAH and GHA agree to make an annual contribution of \$100,000 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 annual in-kind contributions having a value of at least \$100,000.
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.

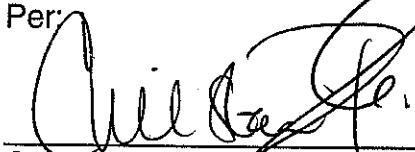
18. The terms and provisions of this Agreement shall extend to and be binding upon and enure to the benefit of the parties hereto, their successors and, where permitted, assigns under this contract.

IN WITNESS HEREOF the parties hereto have set their hands and seals this

9th day of March , 2015.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:



Christian Provenzano, Mayor

Malcolm White, City Clerk

GROUP HEALTH ASSOCIATION

Per:

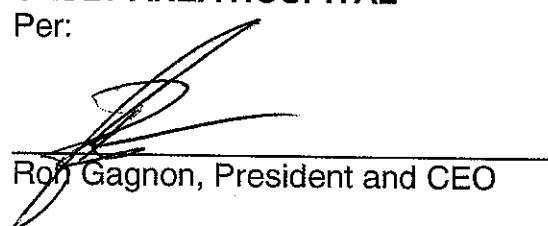


Alex Lambert, Interim CEO / Chief Financial Officer

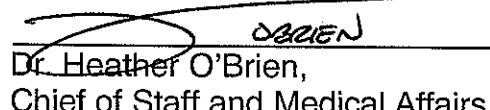
CEO

SAULT AREA HOSPITAL

Per:



Ron Gagnon, President and CEO



O'BRIEN

Dr. Heather O'Brien,
Chief of Staff and Medical Affairs

ALGOMA WEST ACADEMY OF MEDICINE

Per:



Dr. Peter Schwarz, 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).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-51

APPOINTMENTS: (A1.3) A by-law to appoint Shelley Schell as Commissioner of Finance and Treasurer and to repeal By-law 94-124.

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. APPOINTMENT – COMMISSIONER OF FINANCE AND TREASURER

Shelley Schell is hereby appointed Commissioner of Finance and Treasurer.

2. BY-LAW 94-124 REPEALED

By-law 94-124 is hereby repealed.

3. EFFECTIVE DATE

This by-law becomes effective on May 8, 2015.

PASSED in open Council this 9th day of March, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-43

AGREEMENT: (E2.10) A by-law to authorize the execution of a Letter of Engagement with Master Consultant between the City and KPMG LLP and AECOM Canada Ltd. for the Port of Algoma.

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 a Letter of Engagement with Master Consultant dated March 9, 2015 between the City and KPMG LLP and AECOM Canada Ltd., for the Port of Algoma, a copy of which is attached as Schedule "A" hereto.

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 9th day of March, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE



March 9, 2015

KPMG LLP
Suite 4600, 333 Bay Street
Toronto, ON M5H 2S5
Attention: Mr. Paul Lan

AECOM Miami-Dade Office
800 Douglas Entrance, North Tower, 2nd Floor
Coral Gables, FL 31134 USA
Attention: Ken Parkinson

**LETTER OF ENGAGEMENT
MASTER CONSULTANT SERVICES FOR PORT OF ALGOMA**

Dear Mr. Lan and Mr. Parkinson:

As you are aware, on November 14, 2014, The Corporation of the City of Sault Ste. Marie ("City") sent out a Request for Proposals for the Port of Algoma – Master Consultant selection (the "Project"). The consulting team of KPMG/AECOM submitted the successful bid at the total fee of \$4,330,243.00.

On February 9, 2015, City Council approved the consulting team of KPMG/AECOM to be retained in carrying out the Project, subject to the following conditions, namely that:

1. Phase 1 can proceed for an upset limit of \$3,176,945.00, having a completion target date of October 2015; and
2. Phase 2 can proceed only if the results in Phase 1 indicate a successful 'go forward' action and funding for Phase 3 (implementation/construction) of the expended harbour is available from the various partners to this project, including the senior levels of government, the private sector and others.

The City intends to retain the consulting team KPMG/AECOM for the Project. The City and KPMG/AECOM acknowledge and agree to formalize this relationship and project scope by way of a Consulting Agreement between the City and KPMG and a Consulting Agreement between the City and AECOM, each reflecting the respective roles and deliverables of KPMG and AECOM. The Consulting Agreement between the City and KPMG will be in a form similar to previous consulting agreements between the City and KPMG. The Consulting Agreement between the City and AECOM will be in a form similar to previous consulting agreements between the City and AECOM.

In the meantime, given that time is of the essence, the City and the consulting team KPMG/AECOM acknowledge and agree to the following terms and conditions for the provision of the Project by the consulting team KPMG/AECOM:

1. The City and KPMG/AECOM acknowledge and agree that the main components of the Project shall include:
 - a Traffic Study and demand forecasting;
 - Infrastructure Planning/Project Scoping/ Stakeholder Consultation; Environmental Assessment and First Nation Aboriginal Consultation;
 - Financial Analysis - funding for implementation/construction;
 - Engineering Procurement Construction (EPC) Contractor Procurement; and
 - Overall Project management.
2. The City and KPMG/AECOM further acknowledge and agree that the deliverables, expenses and schedule for the Project shall proceed in accordance with the Letter of Paul Lan dated February 6, 2015 and Tables 1 to 5, attached as Schedule "A" to this Letter of Engagement.
3. It is understood that KPMG will provide overall project management assistance to the City, including the tracking of KPMG's and AECOM's progress and fees and expenses. KPMG will review AECOM's invoices and prepare a consolidated monthly package containing both invoices from KPMG and AECOM to facilitate review by the City. The parties hereto acknowledge and agree that the actual expenses associated with the deliverables may be greater than or less than the amounts associated with same as set out in Schedule "A" attached hereto. To this end, the parties acknowledge and agree as follows:
 - (a) For each and every deliverable, if the expenses associated with completing same is less than the amount provided for the applicable deliverable as set out in Schedule "A", the invoice submitted by KPMG and AECOM to the City and the amount payable by the City to KPMG and AECOM shall only be the actual cost for completing the deliverable, and not the higher cost.
 - (b) For each and every deliverable, if the expenses associated with completing same is greater than the amount provided for the applicable deliverable as set out in Schedule "A", the invoice submitted by KPMG and AECOM to the City shall again be the actual cost for completing the deliverable, subject to Section 3(c) below.
 - (c) Notwithstanding Section 3(b) herein, the parties hereto acknowledge and agree that the maximum amount payable by the City to KPMG/AECOM for the completion of all deliverables as set out in

Schedule "A", including the completion of same within the time schedule set out in Schedule "A", shall be the maximum aggregate amount of \$3,176,945.00. To this end, KPMG/AECOM hereby covenants and agrees to complete all deliverables as set out in Schedule "A", including the completion of same within the time schedule set out in Schedule "A", within the total aggregate amount of \$3,176,945.00. KPMG/AECOM hereby covenants and agrees that in the event that the total costs for completion of all deliverables as set out in Schedule "A", including the completion of same within the time schedule set out in Schedule "A", exceeds \$3,176,945.00, KPMG/AECOM shall be solely responsible and liable to pay same. To further clarify, the parties hereto acknowledge and agree that the City shall in no way be responsible or liable for any expenses associated with the completion of all deliverables as set out in Schedule "A", including the completion of same within the time schedule set out in Schedule "A", that exceed \$3,176.945.00.

4. The City and KPMG/AECOM acknowledge and agree that overall times are extremely aggressive with Phase 1 to be completed by October 2015 and Phase 2 by March 2016.
5. The City and KPMG/AECOM acknowledge and agree that Phase 1 shall proceed now for an upset limit of \$3,176,945.00, having a completion target date of October 2015.
6. The City and KPMG/AECOM acknowledge and agree that Phase 2 shall only proceed if the results in Phase 1 indicate a successful 'go forward' action and funding for Phase 3 (implementation/construction) of the expanded harbour is available from the various partners to this project, including the senior levels of government, the private sector and others. Applications to Building Canada will be a top priority.
7. KPMG/AECOM shall, at its sole cost, liability and expense assume full responsibility for all components of the Project.
8. KPMG and AECOM each agree to, subject to an aggregate amount not to exceed Two Million (\$2,000,000.00 CDN) Dollars for each of KPMG and AECOM, defend, indemnify and save harmless the City and their respective Councillors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them, from any actions causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, work place safety and insurance compensation, and occupational health and safety matters) made or brought against or suffered by or imposed upon all or any of them by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing respectively of KPMG and AECOM, its directors, officers, employees, consultants, contractors, subcontractors, agents or

other persons for which it is responsible in law or any of arising out of or connected with the Project.

9. KPMG/AECOM shall cause the City to be added as an Additional Insured to its commercial general liability insurance policies, insuring all claims for damage to property, personal injury or death or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Project in an amount not less than Ten Million (\$10,000,000.00) Dollars. Proof of said insurance shall be filed with the City's Legal Department.
10. KPMG/AECOM shall not assign, transfer or make any other disposition of this Letter of Engagement or of the rights conferred thereby, without the prior written consent of the City.
11. The parties intend to sign a Consulting Agreement within thirty (30) days following this Letter of Engagement. This Letter of Engagement shall automatically expire and be deemed terminated effective upon the date of the occurrence of any one of the following events or conditions, whichever shall first occur:
 - (a) The execution of a Consulting Agreement between the parties;
 - (b) The inability of the parties hereto to execute a Consulting Agreement;
 - (c) The failure of a Party to cure a material breach of this Letter of Engagement within fifteen (15) days following receipt of notice from the other Party
 - (d) The mutual agreement of the Parties to terminate this Letter of Engagement; or
 - (e) The 14th, day of April, 2015, unless such term is extended by mutual agreement .

The parties however acknowledge and agree that Sections 7 and 8 of this Letter of Engagement shall survive the termination of the Letter of Engagement. Notwithstanding anything to the contrary set out herein, the parties further acknowledge and agree that the City reserves the right to terminate this Letter of Engagement at any time, provided that the City provides KPMG/AECOM with prior written notice at least thirty (30) days prior to such proposed termination date, or as a result of the City's determination that additional expenditures on the Project are not warranted.

12. This Letter of Engagement may be modified only by written instrument signed by both parties.

13. The provisions of this Letter of Engagement shall be binding upon, and enure to the benefit of the parties and their respective successors and (where applicable) permitted assigns.
14. This Letter of Engagement 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.

In witness whereof, the parties hereto have affixed their hands and seals.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE
We have the authority to bind the City.

KPMG LLP

Paul Lan, Partner
I have authority to bind KPMG LLP

AECOM CANADA LTD.

Bill Hjelholt, Senior Vice President
I have authority to bind
AECOM Canada Ltd.