



REGULAR MEETING OF CITY COUNCIL REVISED AGENDA

Monday, May 16, 2016

4:30 p.m.

Council Chambers
Civic Centre

Pages

1.	ADOPTION OF MINUTES	17 - 35
	Mover Councillor F. Fata Seconder Councillor S. Hollingsworth	
	Resolved that the Minutes of the Regular Council Meeting of 2016 04 25 and Special Meetings 2016 04 03, 2016 04 14 and 2016 04 18 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. Bruni Seconder Councillor S. Myers	
	Resolved that the Agenda for 2016 05 16 City Council Meeting as presented be approved.	
5.	PROCLAMATIONS/DELEGATIONS	
5.1	National Access Awareness Week	
	Shannon Gowans, Chair, Accessibility Advisory Committee	
5.2	Hydrocephalus and Spina Bifida Awareness Month	
	Troy and Annette Chandler	
5.3	Christian Congregation of Jehovah's Witnesses Convention – July 8 to 10,	

2016

Frank Verteramo, Rooming Overseer and Barry Muncaster, Convention Co-ordinator

5.4

Sault College Strategic Investment Fund Application

36 - 45

Dr. R. Common, President, Sault College of Applied Arts and Technology will be in attendance regarding Agenda item 7.1.1

6.

**COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS,
BOARDS AND COMMITTEES**

Mover Councillor F. Fata

Seconder Councillor S. Myers

Resolved that all the items listed under date 2016 05 16 – Part One – Consent Agenda be approved as recommended.

6.1

Correspondence

6.1.1

Truth and Reconciliation Commission

46 - 49

Correspondence to Mayor and Council from Mitchell Case, President, Métis Nation of Ontario Youth Council and responding correspondence to Mitchell Case from Mayor Provenzano

6.1.2

Devolution of Emergency Medical Services

50 - 51

Correspondence from Mayor Provenzano to the Chair of the Sault Ste. Marie District Social Services Administration Board

6.1.3

Liquor Licence Extension Request

52 - 52

Correspondence requesting permission for private property liquor licence extension is attached for the consideration of Council.

Mover Councillor F. Fata

Seconder Councillor S. Myers

Resolved that City Council has no objection to the proposed extended licenced area as detailed in the written request for a liquor licence extension on private property for an outdoor event on the following date and time:

Great Northern Retirement Home – 760 Great Northern Road

- June 29, 2016 – 3:00 p.m. to 9:00 p.m. – Family Fun Day

6.1.4

Sault Ste. Marie and Area Health Coalition

53 - 55

Email correspondence from the Sault Ste. Marie and Area Health Coalition regarding community survey is attached for the information of Council.

6.2	Street Closing – Country Way Health Food Store Annual BBQ and Customer Appreciation Day	56 - 62
	A letter of request for a temporary street closing in conjunction with Country Way Health Food Store Annual BBQ and Customer Appreciation Day is attached for the consideration of Council.	
	<ul style="list-style-type: none"> • Brock Street from Queen Street East to 79 Brock Street – June 4, 2016 – 8:00 a.m. to 6:00 p.m. 	
	The relevant By-law 2016-49 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.3	Council Travel	
	Mover Councillor F. Fata Seconder Councillor S. Hollingsworth	
	Resolved that Mayor Provenzano be authorized to travel to North Bay for three days in June to attend the Northern Ontario Large Urban Mayors (NOLUM) Meeting at an estimated cost to the City of \$800.	
6.4	Tender for Asphalt	63 - 65
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor F. Fata Seconder Councillor S. Hollingsworth	
	Resolved that the report of the Manager of Purchasing dated 2016 05 16 be received and that the tender submitted by Palmer Construction for the supply of Asphalt for the 2016 Construction Season commencing June 1, 2016 at the tendered pricing (H.S.T. extra) be approved.	
6.5	Tender for Ready-Mix Concrete	66 - 68
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor M. Bruni Seconder Councillor S. Hollingsworth	
	Resolved that the report of the Manager of Purchasing dated 2016 05 16 be received and that the tender submitted by Caswell Concrete Products for the supply and delivery of Ready-Mix Concrete for the 2016 Construction Season commencing June 1, 2016 at the tendered pricing (H.S.T. extra) be approved.	
6.6	Tender for Fuel Monitoring System Upgrade – Bondar Marina	69 - 71
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor M. Bruni Seconder Councillor S. Hollingsworth	

Resolved that the report of the Manager of Purchasing dated 2016 05 16 concerning Tender for Fuel Monitoring System Upgrade – Bondar Marina be received and that the quotation for the supply, installation and commissioning of the Fuel Monitoring System Upgrades for the Bondar Marina be awarded to Kenstruct Ltd. at their low quoted price, meeting specifications, of \$52,990 plus HST be approved.

6.7

Property Tax Appeals

72 - 74

A report of the City Tax Collector is attached for the consideration of Council.

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that the report of the City Tax Collector dated 2016 05 16 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the *Municipal Act*.

6.8

Procurement Policies and Procedures By-law Update

75 - 77

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

The relevant By-law 2016-50 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.9

Agreement for TTY Services (TextNet)

78 - 79

A report of the Manager of Information Technology is attached for the consideration of Council.

The relevant By-law 2016-60 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.10

Heritage Property Tax Rebate Program

80 - 86

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that the report of the Manager of Recreation and Culture dated 2016 05 16 concerning the Heritage Property Tax Rebate Program be received and the recommendation of the Sault Ste. Marie Municipal Heritage Committee “Resolved that the Sault Ste. Marie Municipal Heritage Committee approve that 358-366 Queen St. East – Barnes Fawcett Block and 1035 Queen Street be enrolled in the Heritage Property Tax Rebate Program and that a report be prepared for the approval of City Council” be approved.

6.11

Request for Financial Assistance for National Sports Competition – Swimming

87 - 90

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

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Recreation and Culture dated 2016 05 16 concerning Request for Financial Assistance for National Sports Competition be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$200 financial assistance grant to attend the 2016 Canadian Age Group Swimming Championships to be held in Calgary, Alberta from July 27 to August 1, 2016 be approved.

6.12 Request for Financial Assistance for National Sports Competition – Youth Bowling 91 - 94

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that the report of the Manager of Recreation and Culture dated 2016 05 16 concerning Request for Financial Assistance for National Sports Competition – Youth Bowling be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$400 financial assistance grant for the team's participation at the Youth Bowl Canada National Championships to be held in Calgary, Alberta from May 7 to 9, 2016 be approved.

6.13 Coulson Avenue and Manor Road Reconstruction 95 - 101

A report of the Design and Construction Engineer is attached for the consideration of Council.

The relevant By-laws 2016-51 and 2016-52 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.14 2016 Biennial Bridge Inspections – Agreement 102 - 103

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

The relevant By-law 2016-56 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.15 Repairs to Wellington Street Underpass – Agreement 104 - 105

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

The relevant By-law 2016-55 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16	Contract 2016-11E – Slope Stabilization at 90 Second Line East	106 - 110
	A report of the Design and Construction Engineer is attached for the consideration of Council.	
	The relevant By-law 2016-54 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.17	West End Sewage Treatment Plant Upgrades – Engineering Agreement	111 - 112
	A report of the Land Development and Environmental Engineer is attached for the consideration of Council.	
	The relevant By-law 2016-38 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.18	Landfill Site Operations and Monitoring 2015 – Environmental Monitoring Committee	113 - 117
	A report of the Land Development and Environmental Engineer is attached for the consideration of Council.	
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that the report of the Land Development and Environmental Engineer dated 2016 05 16 concerning the annual Operations and Monitoring Reports for the municipal landfill be received as information.	
6.19	Francis Street Reconstruction	118 - 120
	A report of the Design and Construction Engineer is attached for the consideration of Council.	
	The relevant By-laws 2016-61 and 2016-62 are listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.20	Etienne Brûlé Orchard Project – CN EcoConnexions Grant	121 - 123
	A report of the Project Co-ordinator, Downtown Development Initiative is attached for the consideration of Council.	
	The relevant By-law 2016-53 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.21	Acquisition of Property – 127 and 129 Gore Street	124 - 126
	A report of the Assistant City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2016-63 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.22	Freecycle Event – 2016	127 - 129

A report of the Deputy Commissioner of Public Works and Transportation is attached for the consideration of Council.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2016 05 16 concerning Freecycle be received as information and further that the event be supported by Council and staff.

6.23

2016 Ditching Program

130 - 136

A report of the Deputy Commissioner of Public Works and Transportation is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor S. Hollingsworth

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2016 05 16 concerning 2016 Ditching Program be received as information.

6.24

Public Works New Equipment Needs 2016

137 - 142

A report of the Manager of Equipment and Building Maintenance is attached for the consideration of Council.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that the report of the Manager of Equipment and Building Maintenance dated 2016 05 16 concerning Public Works New Equipment Needs 2016 be received and that Council authorize staff to prepare specifications to solicit bids for the various pieces listed; further that each bid will be awarded in accordance with the City's procurement policies and procedures.

6.25

Sault Ste. Marie Public Library

143 - 159

A report of the Sault Ste. Marie Public Library is attached for the information of Council.

6.26

Council Travel

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that Mayor Provenzano be authorized to travel to Sudbury for two days in May to attend a Roundtable Discussion at an estimated cost to the City of \$430.

7.

REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1

ADMINISTRATION

7.1.1

Support for Sault College Strategic Investment Fund Application

160 - 161

Correspondence from Mayor Provenzano to Minister Bains is attached for the information of Council.

Mover Councillor J. Krmpotich
Seconder Councillor M. Bruni

Whereas Sault College of Applied Arts and Technology is an important community partner; and

Whereas Sault College of Applied Arts and Technology has developed and is planning on building the Institute for Environment Education and Entrepreneurship; and

Whereas the Institute for Environment Education and Entrepreneurship is an exciting new project that will improve the education infrastructure in our community and will be available to students from across the province and country; and

Whereas Sault College of Applied Arts and Technology is applying to our federal and provincial partners for funding support for the project; and

Whereas the federal government has recently announced the Post-Secondary Institution Strategic Investment Fund to “develop highly skilled workers, act as engines of discovery and collaborate on innovations that help Canadian companies compete and grow internationally”; and

Whereas the Institute for Environment Education and Entrepreneurship will achieve the stated aims and goals of the Post-Secondary Institution Strategic Investment Fund and represent a positive and productive contribution to the City of Sault Ste. Marie;

Now Therefore Be It Resolved that the Corporation of the City of Sault Ste. Marie does hereby endorse and support Sault College’s application to the Post-Secondary Institution Strategic Investment Fund and calls on the federal government to work with Sault College to ensure the approval of its application.

7.1.2

Council Appointments – Algoma Board of Health

162 - 168

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

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Resolved that the report of the City Clerk dated 2016 05 16 concerning Council Appointments – Algoma Board of Health be received as information.

7.2

COMMUNITY SERVICES DEPARTMENT

7.3

ENGINEERING

7.4	FIRE	
7.5	LEGAL	
7.6	PLANNING	
7.6.1	A-7-16-Z – 130 Wellington Street East	169 - 190
	A report of the Planner is attached for the consideration on Council.	
	Mover Councillor F. Fata Seconder Councillor S. Hollingsworth	
	Resolved that the Report of Planner dated 2016 05 16 concerning rezoning Application A-7-16-Z be received and that Council approve the rezoning of the subject property from Institutional Zone (I), to Institutional Zone with a Special Exception (I.S) to permit a ‘private vocational school’, ‘amusement and fitness facilities’, ‘food services’ and ‘office uses’ in addition to those uses permitted in an Institutional Zone and that the Legal Department be directed to prepare the necessary By-law to effect this change.	
7.6.2	A-8-16-Z – 844 and 860 Queen Street East	191 - 204
	A report of the Planner is attached for the consideration of Council.	
	Mover Councillor M. Bruni Seconder Councillor S. Myers	
	Resolved that the report of the Planner dated 2016 05 16 be received and that Council approve the rezoning of the subject properties (860 and 844 Queen Street East) from Central Commercial Zone (C.2) to Central Commercial Zone (C2.S) with a Special Exception to:	
	<ol style="list-style-type: none"> 1. Reduce the total number of parking spaces from 39 to 28 spaces, including a reduction in required barrier free parking from 7 to 6 spaces; 2. Permit 7 parking spaces to have direct access to and from Towers Street, with no access aisle; 3. Permit dwelling units to be located on the ground floor. 	
	and that the Legal Department be directed to prepare the necessary by-law to effect this change.	
7.7	PUBLIC WORKS AND TRANSPORTATION	
7.8	BOARDS AND COMMITTEES	
7.8.1	Sault Ste. Marie Innovation Centre	205 - 318
	A report of the Executive Director of the Sault Ste. Marie Innovation Centre is attached for the consideration of Council.	
	Mover Councillor M. Bruni	

Seconder Councillor S. Hollingsworth

Resolved that the report of the Executive Director of the Sault Ste. Marie Innovation Centre dated 2016 05 16 concerning Sault Ste. Marie Innovation Centre Memorandum of Understanding be received as information.

7.8.1.1 Additional Information 319 - 319

7.8.2 Sault Ste. Marie Economic Development Corporation Memorandum of Understanding 320 - 333

A report of the President and Chair of the Board of Directors, Sault Ste. Marie Economic Development Corporation is attached for the consideration of Council.

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that the report of the President and Chair of the Board of Directors, Sault Ste. Marie Economic Development Corporation dated 2015 04 11 concerning Sault Ste. Marie Economic Development Corporation Memorandum of Understanding be received as information.

7.8.2.1 Additional Information 334 - 371

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

8.1 Innovation Centre Public Salary Disclosure

Mover Councillor M. Shoemaker
Seconder Councillor S. Myers

Whereas the Corporation of the City of Sault Ste. Marie is required by provincial legislation to disclose the salaries and taxable benefits of its employees making \$100,000 per year or more; and

Whereas it is in the interest of transparency to the local taxpayers that the City knows how organizations relying on municipal taxpayer funding are using such funding; and

Whereas the Sault Ste. Marie Innovation Centre (Innovation Centre) accepts annual funding from the City of Sault Ste. Marie taxpayers; and

Whereas the Innovation Centre does not currently disclose the salaries of their employees making \$100,000 per year or more; and

Whereas the Innovation Centres has an accountability agreement with the City of Sault Ste. Marie;

Now Therefore Be It Resolved that when revising the accountability agreement between the Innovation Centre and the City of Sault Ste. Marie, the City shall include therein a requirement for the Innovation Centre to disclose the salaries and taxable benefits of their employees making \$100,000 per year to the City of Sault Ste. Marie Finance Department by March 1 of each year for the

previous calendar year;

Be It Further Resolved that such information, once received by the Corporation of the City of Sault Ste. Marie shall form the basis of a report to Council as information by March 31 of each year.

8.2

Economic Development Corporation Public Salary Disclosure

Mover Councillor S. Myers

Seconder Councillor R. Romano

Whereas the Corporation of the City of Sault Ste. Marie is required by provincial legislation to disclose the salaries and taxable benefits of its employees making \$100,000 per year or more; and

Whereas it is in the interest of transparency to the local taxpayers that the City knows how organizations relying on municipal taxpayer funding are using such funding; and

Whereas the Sault Ste. Marie Economic Development Corporation (SSMEDC) accepts annual funding from the City of Sault Ste. Marie taxpayers; and

Whereas the SSMEDC does not currently disclose the salaries of their employees making \$100,000 per year or more; and

Whereas the SSMEDC has an accountability agreement with the City of Sault Ste. Marie;

Now Therefore Be It Resolved that when revising the accountability agreement between the SSMEDC and the City of Sault Ste. Marie, the City shall include therein a request for the SSMEDC to disclose the salaries and taxable benefits of their employees making \$100,000 per year to the City of Sault Ste. Marie Finance Department by March 1 of each year for the previous calendar year;

Be It Further Resolved that such information, once received by the Corporation of the City of Sault Ste. Marie shall form the basis of a report to Council as information by March 31 of each year.

9.

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

10.

ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11.

CONSIDERATION AND PASSING OF BY-LAWS

Mover Councillor F. Fata

Seconder Councillor S. Myers

Resolved that all By-laws under item 11 of the Agenda under date 2016 05 16 be approved.

11.1

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

11.1.1	By-law 2016-38 (Agreement) AECOM Canada Ltd.	372 - 386
	A report from the Land Development and Environmental Engineer is on the Agenda.	
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that By-law 2016-38 being a by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for engineering services for the West End Sewage Treatment Plant Upgrades be passed in open Council this 16th day of May, 2016.	
11.1.2	By-law 2016-49 (Temporary Street Closing) Brock Street	387 - 387
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that By-law 2016-49 being a by-law to permit the temporary closing of Brock Street from Queen Street East to 79 Brock Street to facilitate the Country Way Health Food Store Annual BBQ and Customer Appreciation Day be passed in open Council this 16th day of May, 2016.	
11.1.3	By-law 2016-50 (Purchasing) Procurement Policies and Procedures	388 - 416
	A report from the Commissioner of Finance and Treasurer is on the Agenda.	
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that By-law 2016-50 being a by-law governing procurement policies and procedures for The Corporation of the City of Sault Ste. Marie (Purchasing By-law) be passed in open Council this 16th day of May, 2016.	
11.1.4	By-law 2016-51 (Agreement) Palmer Construction Group Inc.	417 - 419
	A report from the Design and Construction Engineer is on the Agenda.	
	Mover Councillor F. Fata Seconder Councillor S. Butland	
	Resolved that By-law 2016-51 being a by-law to authorize the execution of a contract between the City and Palmer Construction Group Inc. for the reconstruction of Coulson Avenue and Manor Road (Contract 2016-4E) be passed in open Council this 16th day of May, 2016.	
11.1.5	By-law 2016-52 (Temporary Street Closing) Coulson Avenue and Manor Road	420 - 420
	A report from the Design and Construction Engineer is on the Agenda.	
	Mover Councillor F. Fata Seconder Councillor S. Myers	

Resolved that By-law 2016-52 being a by-law to permit the temporary closing of Coulson Avenue and Manor Road from June 1, 2016 until October 31, 2016 to facilitate the reconstruction of Coulson Avenue and Manor Road be passed in open Council this 16th day of May, 2016.

11.1.6	By-law 2016-53 (Agreement) Communities in Bloom	421 - 424
	A report from the Project Co-ordinator – Downtown Development Initiative is on the Agenda.	
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that By-law 2016-53 being a by-law to authorize the execution of an Agreement between the City and Communities in Bloom for the Etienne Brûlé Orchard Projectbe passed in open Council on this 16th day of May, 2016.	
11.1.7	By-law 2016-54 (Agreement) Slope Stabilization	425 - 427
	A report from the Design and Construction Engineer is on the Agenda.	
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that By-law 2016-54 being a by-law to authorize the execution of a contract between the City and Trimount Construction Group Inc. for Slope Stabilization at 90 Second Line East (Contract 2016-11E) be passed in open Council on this 16th day of May, 2016.	
11.1.8	By-law 2016-55 (Agreement) Wellington Street Underpass Repair	428 - 445
	A report from the Director of Engineering Services is on the Agenda.	
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that By-law 2016-55 being a by-law to authorize the execution of an agreement between the City and Tulloch Engineering Inc. for professional services to repair the Wellington Street underpass, City bridge number 30 be passed in open Council on this 16th day of May, 2016.	
11.1.9	By-law 2016-56 (Agreement) 2016 Biennial Inspection of Bridges	446 - 463
	A report from the Director of Engineering Services is on the Agenda.	
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that By-law 2016-56 being a by-law to authorize the execution of an agreement between the City and Tulloch Engineering Inc. for professional services for the 2016 biennial inspection of bridges be passed in open Council on this 16th day of May, 2016.	

11.1.10	By-law 2016-57 (Agreement) Community Policing Partnerships	464 - 466
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that By-law 2016-57 being a by-law to authorize the execution of an Amending Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and Sault Ste. Marie Police Services Board for the Community Policing Partnerships (CPP) Program be passed in open Council this 16th day of May, 2016.	
11.1.11	By-law 2016-58 (Agreement) Safer Communities – 1,000 Officers Partnership Program	467 - 469
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that By-law 2016-58 being a by-law to authorize the execution of an Amending Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and Sault Ste. Marie Police Services Board for the Safer Communities – 1,000 Officers Partnership Program be passed in open Council this 16th day of May, 2016.	
11.1.12	By-law 2016-59 (Tax) Recovery Percentage for the 2016 Taxation Year	470 - 470
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that By-law 2016-59 being a by-law to provide for the adoption of recovery percentage for the 2016 taxation year be passed in open Council on this 16th day of May, 2016.	
11.1.13	By-law 2016-60 (Agreement) TTY Services	471 - 472
	A report from the Manager of Information Technology is on the Agenda.	
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that By-law 2016-60 being a by-law to authorize the execution of a Service Agreement between the City and HITEC Group Inc. to provide TTY Services (TextNet) be passed in open Council on this 16th day of May, 2016.	
11.1.14	By-law 2016-61 (Agreement) Francis Street Reconstruction	473 - 475
	A report from the Design and Construction Engineer is on the Agenda.	
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that By-law 2016-61 being a by-law to authorize the execution of a	

contract between the City and 1531161 Ontario Inc. o/a Boyer Construction for the reconstruction of Francis Street from Wellington Street to Railroad Avenue and two miscellaneous sewer projects (Contract 2016-3E)be passed in open Council on this 16th day of May, 2016.

11.1.15 By-law 2016-62 (Temporary Street Closing) Francis Street

476 - 476

A report from the Design and Construction Engineer is on the Agenda.

Mover Councillor F. Fata

Seconder Councillor S. Myers

Resolved that By-law 2016-62 being a by-law to permit the temporary closing of Francis Street from Wellington Street to Railroad Avenue for the reconstruction of Francis Street and Summit Avenue from Pim Street to Bellevue Avenue for the two miscellaneous sewer projects from June 1st until October 31st, 2016be passed in open Council on this 16th day of May, 2016.

11.1.16 By-law 2016-63 (Property) Acquisition of 127 and 129 Gore Street

477 - 478

A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor F. Fata

Seconder Councillor S. Myers

Resolved that By-law 2016-63 being a by-law to authorize the City's acquisition of property located at civic 127 and 129 Gore Street (Payette) be passed in open Council on this 16th day of May, 2016.

11.1.17 By-law 2016-64 (Agreement) Elliott Engineering Inc.

479 - 492

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

Mover Councillor F. Fata

Seconder Councillor S. Myers

Resolved that By-law 2016-64 being a by-law to authorize the execution of an agreement between the City and Elliott Engineering Inc. for professional services for the assessment, design and contract administration for five (5) roofs be passed in open Council this 16th day of May, 2016.

11.1.18 By-law 2016-67 (Finance) Amend User Fee By-law 2016-3

493 - 494

Mover Councillor F. Fata

Seconder Councillor S. Myers

Resolved that By-law 2016-67 being a by-law to amend By-law 2016-3 (User Fees and Service Charges by-law) be passed in open Council this 16th day of May, 2016.

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

- 11.3 By-laws before Council for THIRD reading which do not require more than a simple majority
- 11.3.1 By-law 2015-211 (Lane Closing) Elkins Subdivision Plan 7545 495 - 498
Council Report was passed by Council resolution on November 23, 2015.
Mover Councillor F. Fata
Seconder Councillor S. Myers
Resolved that By-law 2015-211 being a by-law to stop up, close and authorize the conveyance of a lane in the Elkins Subdivision, Plan 7545 be read a THIRD time and finally PASSED in open Council this 16th day of May, 2016.
12. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA
13. CLOSED SESSION
Mover Councillor F. Fata
Seconder Councillor S. Myers
Resolved that this Council proceed into closed session to discuss:
 - an issue concerning an assessment appeal;
 - three issues concerning disposition of land

(Advice that is subject to solicitor-client privilege, including communications necessary for that purpose – section 239(2)(f) Municipal Act; proposed or pending acquisition of land – section 239(3)(c) Municipal Act)

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

14. ADJOURNMENT
Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth
Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, April 25, 2016

4:30 p.m.

Council Chambers

Civic Centre

Present: Mayor C. Provenzano, Councillor P. Christian, Councillor S. Myers, Councillor J. Hupponen, Councillor M. Shoemaker, Councillor L. Turco, Councillor R. Niro, Councillor F. Fata, Councillor J. Krmpotich

Absent: Councillor S. Butland, Councillor S. Hollingsworth, Councillor M. Bruni, Councillor R. Romano

Officials: A. Horsman, M. White, N. Kenny, L. Girardi, J. Dolcetti, M. Figliola, P. Niro, S. Schell, C. Rumeil, C. Barrett, F. Coccimiglio

1. ADOPTION OF MINUTES

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the Minutes of the Regular Council Meeting of 2016 04 11 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 R. Niro – Interest Arbitration Award SSMPFA Local 529 (February 1, 2014 to January 31, 2015)

Brother employed by Fire Services.

3.2 Councillor M. Shoemaker – Reconstruction of Second Avenue – Contract 2016-2E

Successful bidder is a client of law firm.

3.3 Councillor M. Shoemaker – By-law 2016-44 (Agreement) Avery Construction Ltd. Second Avenue

Successful bidder is a client of law firm.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the Agenda for 2016 04 25 City Council Meeting and Addendum as presented be approved, save and except agenda item 8.1.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Day of Mourning

Michele McLeve, Sault Ste. Marie Labour Council was in attendance.

5.2 Emergency Preparedness Week

Naomi Thibault, Community Emergency Management Co-ordinator was in attendance.

5.3 Catholic Women's League Week

Colleen Murphy, Convention Chairperson was in attendance.

5.4 Community Living Awareness Month

Chris Dunn, Manager, Community and Family Services and Jason Pratt, Member, The Council were in attendance.

5.5 Children's Mental Health Week

Ali Juma, Chief Executive Officer, Algoma Family Services was in attendance.

5.6 Development Charges Background Study – 7.6.1

Andrew Grunda, Principal, Watson & Associates Economists Ltd. was in attendance.

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

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that all the items listed under date 2016 04 25 – Part One – Consent Agenda and the Addendum be approved as recommended.

Carried

6.1 Correspondence

6.2 Board and Committee Travel

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that Municipal Heritage Committee members Mark Caruso and Chris Tossell be authorized to travel to Stratford for 3 days in May to attend the 2016 Heritage Ontario Conference at an estimated cost to the City of \$1,500.

Carried

6.3 Council Travel

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that Mayor Provenzano be authorized to travel to Timmins for 4 days in May to attend the Federation of Northern Ontario Municipalities (FONOM) Conference at an estimated cost to the City of \$1,400.

Carried

**6.4 RFP – Professional Services – Cladding and Window Upgrades – Civic Centre
(2016FNC-02-P)**

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

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated 2016 04 25 concerning RFP – Professional Services – Cladding and Window Upgrades – Civic Centre be received and that the proposal submitted by Morrison Hershfieeld Limited to provide Professional Services for the Assessment, Design and Contract Administration for Replacement of Exterior Cladding and Windows at the Civic Centre be approved.

A By-law authorizing signature of an Engineering Contract for this project will appear on a future Council Agenda.

Carried

6.5 Service Contract for Active Network – Recreation and Facility Management System

The report of the Manager of Information Technology was received by Council.

The relevant By-law 2016-46 is listed under item 11 of the Minutes.

6.6 Council Appointments – Algoma Public Health

The report of the City Clerk was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the City Clerk dated 2016 04 25 concerning Council Appointments – Algoma Public Health be received as information.

Carried

6.7 West End Sewage Treatment Plant – Phase 1 Upgrades Consulting Services

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Land Development and Environmental Engineer dated 2016 04 25 concerning the West End Sewage Treatment Plant Upgrades be received and that Council authorize entering into an Agreement for engineering services with AECOM.

An Engineering Agreement will be brought to Council for approval at a later date.

Carried

6.8 Municipal Parking Lot Lighting

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

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the report of the Environmental Initiatives Co-ordinator dated 2016 04 25 concerning municipal parking lot lighting be received and that Council allocate up to \$100,000 from the Green Committee Reserve to cover costs associated with the implementation of the municipal parking lot lighting retrofit.

Carried

6.9 Reconstruction of Second Avenue – Contract 2016-2E

Councillor M. Shoemaker declared a conflict on this item. (Successful bidder is a client of law firm.)

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

The relevant By-laws 2016-44 and 2016-45 are listed under item 11 of the Minutes.

Moved by: Councillor L. Turco

Seconded by: Councillor J. Huppenen

Resolved that the report of the Design and Construction Engineer dated 2016 04 25 concerning the Reconstruction of Second Avenue be received and that the project scope be changed to include only the reconstruction of Second Avenue from Wallace Terrace to Connaught Avenue and that the revised Contract 2016-2E be awarded to Avery Construction Limited.

Carried

6.10 Fort Creek Aqueduct John Street Diversion Phase II B – Contract 2016-5E

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

The relevant By-laws 2016-47 and 2016-48 are listed under item 11 of the Minutes.

6.11 Gore Street Reconstruction – Revised Engineering Agreement

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

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Design and Construction Engineer dated 2016 04 25 concerning Gore Street Reconstruction – Revised Engineering Agreement be received and that Council authorize a \$240,000 increase to the fee limit of AECOM's engineering agreement to include the contract administration and field inspection required for the reconstruction of Gore Street.

Carried

6.12 Reconstruction of Gore Street

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

The relevant By-laws 2016-42 and 2016-43 are listed under item 11 of the Minutes.

6.13 Interest Arbitration Award SSMPFA Local 529 (February 1, 2014 to January 31, 2015)

Councillor R. Niro declared a conflict on this item. (Brother employed by Fire Services.)

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

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Commissioner of Human Resources dated 2016 04 25 concerning the Interest Arbitration Award 2014-2015, SSMPFA Local 529 be received as information.

Carried

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 Sault Ste. Marie Development Charges Background Study

The report of the Commissioner of the Engineering and Planning Department was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Commissioner of the Engineering and Planning Department dated 2016 04 25 concerning the Sault Ste. Marie Development Charges Background Study be received and the request to hold a public meeting to present the finding of the Development Charges Study pursuant to the requirements of the *Development Charges Act* (1997) be approved.

Recorded	For	Against
Mayor C. Provenzano	X	
Councillor P. Christian	X	
Councillor S. Myers	X	
Councillor J. Huppenen	X	
Councillor M. Shoemaker		X
Councillor L. Turco	X	

Councillor R. Niro	X	
Councillor F. Fata	X	
Councillor J. Krmpotich	X	
Results	7	2
Carried		

For	Mayor C. Provenzano, Councillor P. Christian, Councillor S. Myers, Councillor J. Hupponen, Councillor L. Turco, Councillor R. Niro and Councillor J. Krmpotich
Against	Councillor M. Shoemaker and Councillor F. Fata
Absent	Councillor R. Romano, Councillor S. Butland, Councillor M. Bruni, Councillor S. Hollingsworth

Carried

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

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

8.1 Public Salary Disclosure

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Butland

Whereas the Corporation of the City of Sault Ste. Marie is required by provincial legislation to disclose the salaries and taxable benefits of its employees making more than \$100,000 per year; and

Whereas it is in the interest of transparency to the local taxpayers that the City knows how organizations relying on municipal taxpayer funding are using such funding; and

Whereas the Sault Ste. Marie Innovation Centre (Innovation Centre), the Economic Development Corporation (EDC) and the Public Utilities Corporation (PUC) are in whole or in part owned or funded by the City of Sault Ste. Marie taxpayers; and

Whereas the Innovation Centre, the EDC and the PUC do not currently disclose the salaries of their employees making more than \$100,000 per year;

Now Therefore Be It Resolved that henceforth, the Innovation Centre, the EDC and the PUC be required to disclose the salaries and taxable benefits of their employees making \$100,000 per year to the City of Sault Ste. Marie Finance Department by March 1st of each year for the previous calendar year;

Further Be It Resolved that such information, once received by the Corporation of the City of Sault Ste. Marie, shall form the basis of a report to Council as information by March 31 of each year.

Withdrawn by Mover

8.2 Fifth Line and Great Northern Road Intersection

Moved by: Councillor M. Shoemaker

Seconded by: Councillor J. Hupponen

Whereas concerns have been expressed by residents about the effectiveness and appropriateness of warnings to north and southbound traffic on Great Northern Road about the intersection at Fifth Line; and

Whereas this intersection is the first heavily populated road to intersect the Trans-Canada Highway within the boundaries of the City; and

Whereas traffic travels at high speeds at and near this intersection;

Now Therefore Be It Resolved that the Traffic Division undertake a study of the intersection of Fifth Line and Great Northern Road and determine if the appropriate warning signage is in place on Great Northern Road.

Carried

8.3 Library Service Levels – Information Request

Moved by: Councillor S. Myers

Seconded by: Councillor M. Shoemaker

Whereas the Public Library is currently in discussions with the Algoma District School Board concerning a potential community partnership at the former Alexander Henry High School; and

Whereas locating a public library in the former Alexander Henry High School would necessitate the City of Sault Ste. Marie changing the currently-set level of service for the public library; and

Whereas any change in the currently-set level of service for the public library should only be made after undertaking a full report on the existing level of service, as well as alternate options for levels of service not currently being explored;

Now Therefore Be It Resolved that City Council requests a report from the Sault Ste. Marie Public Library Board providing for the following options:

1. The costs, staffing requirements, benefits and drawbacks of maintaining the Churchill branch at its existing location if a five year lease were negotiated and if such lease included "at risk" improvements to the site undertaken by the landlord.
2. The potential for alternate sites for an east-end library within the City of Sault Ste. Marie and the estimated costs, staffing requirements, benefits and drawbacks of relocating the existing east end Churchill branch within the City of Sault Ste. Marie.
3. Alternate service delivery formats that would maintain some physical space within the east end, while exploring whether any potential public-private partnerships could be formed to reduce the annual costs to taxpayers of the City of Sault Ste. Marie for providing a physical library space within the east end of the City of Sault Ste. Marie.
4. An estimated budget for the Sault Ste. Marie Public Library showing the costs, staffing requirements, benefits and detriments if only the Korah Branch and Centennial Branch libraries were maintained.

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 L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that all By-laws under Item 11 of the Agenda under date 2016 04 25 be approved, save and except 2016-44.

Carried

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

11.1.1 By-law 2016-40 (Zoning) 69 Ashgrove Avenue (Smith)

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-40 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 69 Ashgrove Avenue (Smith) be passed in open Council this 25th day of April, 2016.

Carried

11.1.2 By-law 2016-41 (Zoning) 546 Cooper Street (Egidio)

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-41 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 546 Cooper Street (Egidio) be passed in open Council this 25th day of April, 2016.

Carried

11.1.3 By-law 2016-42 (Agreement) R. M. Belanger Gore St

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-42 being a by-law to authorize the execution of a contract between the City and R. M. Belanger Limited for the reconstruction of Gore Street from Queen Street to Wellington Street (Contract 2016-1E) be passed in open Council this 25th day of April, 2016.

Carried

11.1.4 By-law 2016-43 Temporary Street Closing Gore Street

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-43 being a by-law to permit the temporary closing of Gore Street from Queen Street to Wellington Street to allow for the reconstruction of Gore Street be passed in open Council this 25th day of April, 2016.

Carried

11.1.6 By-law 2016-45 (Temporary Street Closing) Second Avenue

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-45 being a by-law to permit the temporary closing of Second Avenue from Wallace Terrace to Connaught Avenue to allow for the reconstruction of Second Avenue be passed in open Council this 25th day of April, 2016.

Carried

11.1.7 By-law 2016-46 (Agreement) Active Network

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2016-46 being a by-law to authorize the execution of an agreement between the City and The Active Network, Ltd. to provide a service contract for Cloud based

Recreation and Facilities Management Software be passed in open Council on the 25th day of April, 2016.

Carried

11.1.8 By-law 2016-47 (Agreement) Jobst Construction Limited John Street

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-47 being a by-law to authorize the execution of a contract between the City and Jobst Construction Limited for improvements to the Fort Creek Aqueduct which includes a diversion aqueduct on John Street from Albert Street to Cathcart Street (Contract 2016-5E) be passed in open Council this 25th day of April, 2016.

Carried

11.1.9 By-law 2016-48 (Temporary Street Closing) John Street

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-48 being a by-law to permit the temporary closing of John Street from Albert Street to Cathcart Street to allow for the next phase in improvements to the Fort Creek Aqueduct be passed in open Council this 25th day of April, 2016.

Carried

11.1.5 By-law 2016-44 (Agreement) Avery Construction Ltd. Second Avenue

Councillor M. Shoemaker declared a conflict on this item. (Successful bidder is a client of law firm.)

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-44 being a by-law to authorize the execution of a contract between the City and Avery Construction Ltd. for the reconstruction of Second Avenue from Wallace Terrace to Connaught Avenue (Contract 2016-2E) be passed in open Council this 25th day of April, 2016.

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that this Council proceed into closed session to discuss an issue under the *Companies' Creditors Arrangement Act*, and an issue regarding collective bargaining;

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

(Advice that is subject to solicitor-client privilege, including communications necessary for that purpose – section 239(2)(f), labour relations or employee negotiations – section 239(2)(d))

Carried

14. ADJOURNMENT

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



SPECIAL MEETING OF CITY COUNCIL MINUTES

Sunday, April 3, 2016
2:45 p.m.
Councillors' Room

Present: Mayor C. Provenzano, Councillor S. Butland, Councillor S. Myers, Councillor S. Hollingsworth, Councillor J. Hupponen, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich

Absent: Councillor P. Christian, Councillor M. Shoemaker, Councillor R. Niro, Councillor L. Turco, Councillor R. Romano

Officials: A. Horsman, M. White

Others: M. Mantha, MPP Algoma-Manitoulin, P. Miller, MPP Hamilton East-Stoney Creek

1. COMMITTEE OF THE WHOLE

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor J. Hupponen

Resolved that City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – NDP MPP Delegation – Steel Industry Issues.

Carried.

Minutes of April 3, 2016 Special Council Meeting

Moved by: Councillor S. Myers

Seconded by: Councillor J. Hupponen

Resolved that the Committee of the Whole Council now rise without reporting on the matter referred to it by City Council – NDP MPP Delegation – Steel Industry Issues.

Carried.

2. ADJOURNMENT

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor J. Hupponen

Resolved that this Council shall now adjourn.

Carried.

Mayor

City Clerk



SPECIAL MEETING OF CITY COUNCIL

MINUTES

Thursday, April 14, 2016
5:00 p.m.

Russ Ramsay Board Room
Civic Centre

Present: Mayor C. Provenzano, Councillor P. Christian, Councillor S. Myers, Councillor S. Hollingsworth, Councillor J. Hupponen, Councillor L. Turco, Councillor M. Shoemaker, Councillor M. Bruni, Councillor R. Romano

Absent: Councillor S. Butland, Councillor R. Niro, Councillor F. Fata, Councillor J. Krmpotich

Officials: A. Horsman, N. Apostle, J. Barban, J. Dolcetti, M. Figliola, L. Girardi, N. Kenny, P. Niro, S. Schell, M. White, R. Tyczinski

1. APPROVE AGENDA AS PRESENTED

Moved by: Councillor L. Turco
Seconded by: Councillor J. Hupponen

That the Agenda for the April 14, 2016 Special City Council Meeting as presented be approved.

Carried

2. COMMITTEE OF THE WHOLE

Moved by: Councillor L. Turco
Seconded by: Councillor J. Hupponen

Minutes of April 14, 2016 Special Council Meeting (Strategic Plan)

Resolved that City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – 2016-2021 Corporate Strategic Plan.

Carried

3. 2011-2014 CORPORATE STRATEGIC PLAN

4. OVERVIEW OF PROCESS

Antoinette Blunt, Ironside Consulting Services Inc. provided an overview of the strategic planning process.

5. SURVEY FEEDBACK

5.1 Key survey feedback – mission, vision, values

6. MISSION, VISION, VALUES

Members of Council and members of the Senior Management Team broke into small groups to discuss mission, vision and value statements.

The groups then reported back.

7. RISE AND REPORT

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the Committee of the Whole Council now rise without reporting on the matter referred to it by City Council – 2016-2021 Corporate Strategic Plan.

Carried

8. ADJOURNMENT

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

That this Council shall now adjourn.

Carried

Mayor

City Clerk



SPECIAL MEETING OF CITY COUNCIL

MINUTES

Monday, April 18, 2016
4:30 p.m.

Russ Ramsay Board Room
Civic Centre

Present:	Mayor C. Provenzano, Councillor P. Christian, Councillor S. Myers, Councillor S. Hollingsworth, Councillor J. Hupponen, Councillor M. Bruni, Councillor R. Romano
Absent:	Councillor S. Butland, Councillor L. Turco, Councillor M. Shoemaker, Councillor R. Niro, Councillor F. Fata, Councillor J. Krmpotich
Officials:	A. Horsman, N. Apostle, J. Barban, J. Dolcetti, M. Figliola, L. Girardi, N. Kenny, P. Niro, S. Schell, M. White, R. Tyczinski

1. APPROVE AGENDA AS PRESENTED

Moved by: Councillor S. Myers

Seconded by: Councillor J. Hupponen

That the Agenda for the April 18, 2016 Special City Council Meeting as presented be approved, with one additional item concerning Council travel.

Carried

Moved by: Councillor S. Myers

Seconded by: Councillor J. Hupponen

Resolved that Councillor S. Hollingsworth be authorized to travel to Toronto for 4 days in April to attend the Great Lakes Economic Forum at an estimated cost to the City of \$1,635.

Carried

2. COMMITTEE OF THE WHOLE

Moved by: Councillor S. Myers

Seconded by: Councillor J. Huppenen

Resolved that City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – 2016-2021 Corporate Strategic Plan.

Carried

3. OVERVIEW OF SESSION 1

Draft mission, vision and value statements from Session #1 were reviewed:

Mission

To promote, encourage and lead economic and social growth within our community through the effective provision of municipal services and the development of community partnerships.

Vision

To be the leading innovative, dynamic and efficient municipal corporation in the province of Ontario.

Values:

Accountability and Transparency

We will be accountable to our citizens and transparent in our decision-making process.

Integrity and Honesty

We will demonstrate honesty, sincerity and fairness in carrying out our responsibilities.

Commitment to Citizens and the Community

We will work together to provide inclusive and accessible services to our diverse community.

We will strive to promote a safe and healthy community.

Innovation and Productivity

We will embrace innovative solutions to improve productivity and achieve excellence in customer service.

Fiscal Responsibility

We will manage municipal finances in a responsible and prudent manner. We will implement best practices to ensure best value in service delivery.

Respect, Engage and Value Employees

We will foster a respectful workplace where employees are treated with dignity and can excel as members of the corporate team.

Environmental Stewardship

We will use resources wisely to maintain and create a sustainable city for future generations.

4. REVIEW OF CURRENT STRATEGIC FOCUS AREAS & DIRECTIONS

5. SURVEY FEEDBACK

6. IDENTIFICATION OF KEY CHALLENGES

Members of Council and members of the Senior Management Team broke into small groups to identify key challenges facing the corporation.

The groups then reported back.

7. IDENTIFICATION OF TOP PRIORITIES/STRATEGIC FOCUS AREAS

The following strategic focus areas were identified:

- Infrastructure
- Quality of Life
- Service Delivery
- Community Development and Partnerships

8. RISE AND REPORT

Moved by: Councillor S. Myers

Seconded by: Councillor J. Hupponen

Resolved that the Committee of the Whole Council now rise without reporting on the matter referred to it by City Council – 2016-2021 Corporate Strategic Plan.

Carried

9. ADJOURNMENT

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor J. Hupponen

That this Council shall now adjourn.

Carried.

Mayor

City Clerk



Sault College

iE3 - Institute of Environment, Education & Entrepreneurship



Communities are embracing post-secondary institutions as cornerstones of their strategic plans

- Grads become valued employees
- Provide lifelong learning
- Students from outside community
 - New, fresh ideas
 - Cultural diversity
 - Export
- High paying jobs
- Important to employers evaluating potential sites



Currently Sault College reaches more than 6500 students annually

- ▶ Post Secondary: 2,262
 - Approximately 1,540 local and district students
 - About 720 students come from our area spending more than \$10.8 million annually in our community
- ▶ International: 67
 - Spend more than \$1.675 million annually in our community
- ▶ Continuing Education: 3686
- ▶ Apprenticeship Training: 500
- ▶ Third Party Contract Training: 413



Economic Impact

- ▶ Sault College's current operating budget is approximately \$54 million
- ▶ 90% of this total or more than \$45 million is spent locally:
 - Salaries and benefits
 - Purchases of goods and services
- ▶ Economic spin-off ranges from \$135 - \$180 million annually



Strategic Enrolment Management

- ▶ Invest in programs and infrastructure that result in:
 - Increased domestic student enrolment from areas outside Algoma District
 - Increase international student enrolment

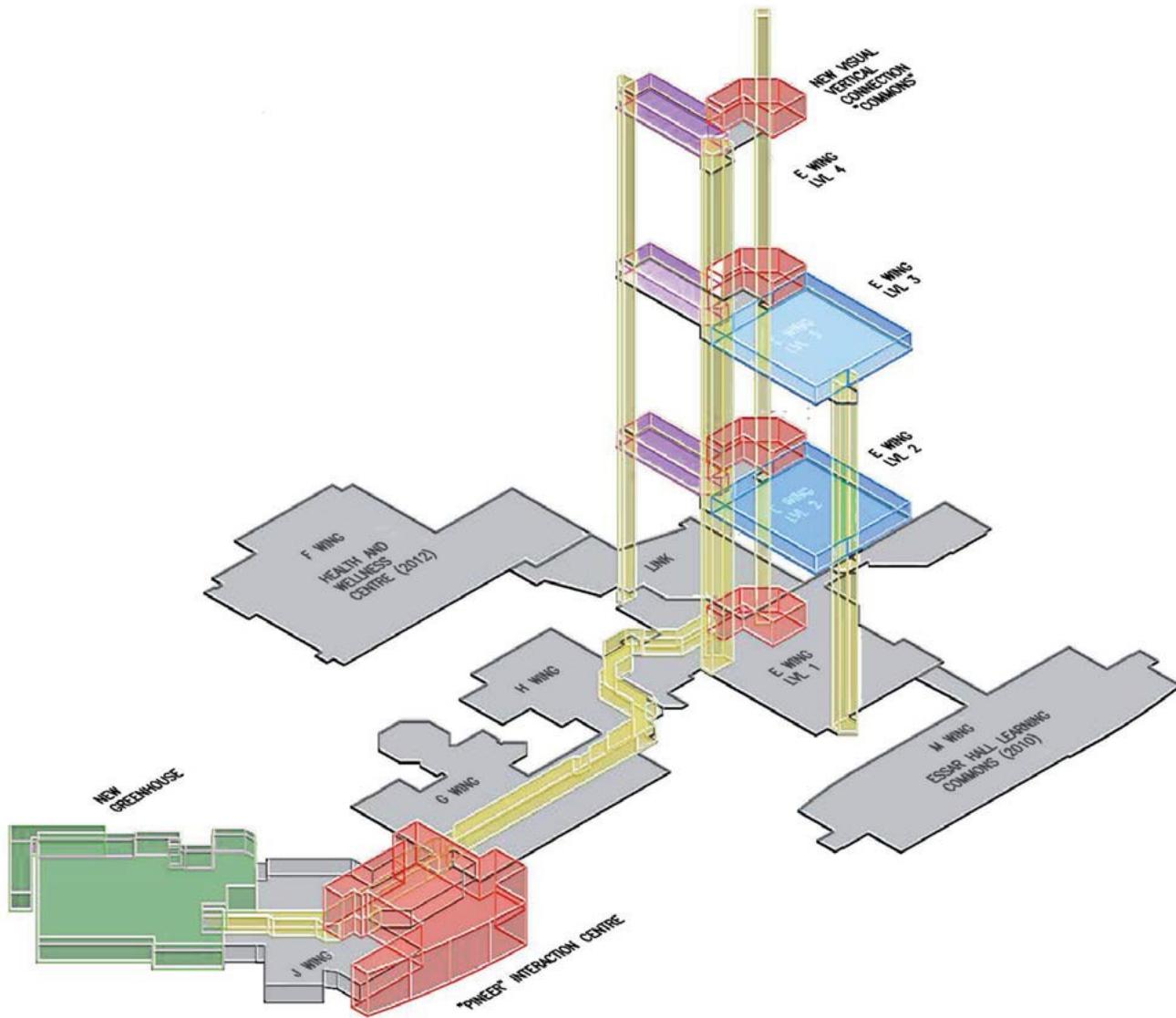


Description of campus re-build

- ▶ Creation of a state-of-the-art learning, training and working environment for students, staff and clients
- ▶ Creation of flexible and efficient buildings that can adapt to future changes in programming, technology and enrolments
- ▶ Support the expansion of Natural Environment programs and the innovation that will result from the collaborative activities
- ▶ Creation of Applied Research space where community and industry partners can work with Sault College students and staff



Perspective from North-East





Benefits of a campus re-build

- ▶ Innovative new design and equipment will attract students to Sault College and Sault Ste. Marie
- ▶ Reduced building operating costs
- ▶ Reduction in deferred maintenance costs of \$37.2 million (2014 Facility Condition Assessments Report)
- ▶ Economic spin-off from this project is huge:
 - The construction association estimates approx. 166 jobs during the construction phase of the project
- ▶ Creation of ‘green’ buildings that will reduce the College’s greenhouse gas emissions



Proposal

- ▶ 15,350 sq. ft. new construction
 - ▶ 42,500 sq. ft. building refurbishment
 - ▶ 57,850 sq. ft. total project
-
- ▶ Total project value: **\$21,500,000**

April 19, 2016

Mitchell Case
315 Shannon Rd.
Sault Ste Marie, Ontario
P6C 1X6

Mayor Christian Provenzano, and Councillors; Steve Butland, Paul Christian, Susan Myers, Sandra Hollingsworth, Matthew Shoemaker, Judy Huppenen, Rick Niro, Lou Turco, Marchy Bruni, Frank Fata, Joe Krmpotich, Ross Romano, City Clerk; Malcolm White, City Solicitor; Nuala Kenny
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Dear Mayor Provenzano and Members of City Council,

I am writing you today to express my extreme disappointment in the resolution recently passed by City Council at the meeting on April 11, 2016.

While I am encouraged by the intention of the resolution which is to have Sault Ste Marie take a leading role in the reconciliation effort that is taking place across this country; I am also disappointed, though sadly not surprised, by the seeming exclusion of the Métis community from the effort. Your resolution makes mention of the “urban Indigenous population” and makes multiple references and directives to reach out to the First Nation community, but fails to make specific reference to the Métis people.

The Métis Nation is made up of constitutional rights bearing Indigenous people whose territory extends from parts of Ontario through to the Rocky Mountains, the northern United States and into the Northwest Territories. The Métis homeland most certainly includes Sault Ste Marie; a fact that has always been known by the Métis people and was confirmed the Supreme Court of Canada in the landmark Métis harvesting rights case known as *R v. Powley*.

In *R v. Powley*, the Supreme Court confirmed that Steve and Rod Powley, as members of the Historic Sault Ste Marie Métis community in the Métis homeland, have constitutionally protected rights. The court also said that Métis rights were not surrendered to the Crown by virtue of the 1850 Robinson Huron/Superior treaties. Finally, the court declared that Métis rights were equal to, and coexistent with First Nations rights; that there is no hierarchy of rights.

Just last week, the Supreme Court of Canada affirmed for us once again that Métis rights and our place in Canada are undeniable. In *Daniels v. Canada*, the Supreme Court affirmed that we are “Indians” as defined by the Constitution Act of 1867.

Métis people were also victims of the Residential School System. Many Métis children attended Shingwauk School along with First Nations children. The horrors of the residential school system for Métis people are just as real as for First Nations survivors and is highlighted in volume three of the TRC final report; *Canada’s Residential Schools: The Métis Experience*. My own family has Métis survivors of Shingwauk School.

The history of our community is long and eventful. Established in the latter half of the 1700’s by French voyageurs and their Ojibway and Cree wives, over time our people married with other “halfbreeds” from other communities and through a process known as ethno-genesis formed a new nation; the Métis Nation. Our community here had and continues to have connections to Métis communities all around the Great Lakes, extending into Manitoba and beyond. We were the first line of attack and the ones who bore the brunt of American aggression when they burned our houses down during the War of 1812. Our community assembled a force of men to go to Red River and assist the Métis there during the Battle of Seven Oaks. Through the actions of our leadership, namely Eustace Lesage and Pierre Boyer who stood shoulder to shoulder and side by side with the Ojibway leaders Shingwaukonse and Nebenaigoching, our community helped to stop the illegal mining activities at Mica Bay which led to the signing of the Robinson Huron/Superior Treaties.

The entirety of the downtown core of Sault Ste Marie is built on our historic village, and was made possible by the expropriation of our land in a way that was illegal and inconsistent with the Royal Proclamation of 1763. During the Robinson Huron and Robinson Superior Treaty negotiations of 1850, Robinson, the negotiator said he did not have the authority from the Crown to negotiate for Métis land rights but said he would return the following year to deal with our claims. Robinson promised to ensure that our river lots along the river would be protected, yet within 10 years 90 percent of our families had been forced out of Sault Ste Marie.

166 years later our people are still waiting for Canada, Ontario or Sault Ste Marie to make that right. Not only is the city located on top of our community, but the very building that you work from and make decisions in is located on the original river lots of the Labatte, Miron, and Lefond Métis families.

Not only does Sault Ste Marie have a long Métis history, but today there are over 3000 Métis people who call Sault Ste Marie home. We live here, we work here, we pay taxes here; our stories live here and this is OUR home. Exclusion from any reconciliation process is completely unacceptable.

Despite our long history and our contributions to Canada, discrimination against the Métis Nation continues across the homeland. Métis people are federally excluded and we see the

discrimination and exclusion continuing here in Sault Ste Marie. By not including the Sault Ste Marie Métis community in the reconciliation effort, this discrimination and exclusion is coming directly from the Mayor and Council. It may be that this exclusion is deliberate, or because of a lack of knowledge about the Métis community, but both are equally problematic.

With all of this in mind, I respectfully demand that you take steps to correct this offence. I request that at the next City Council meeting, the Mayor, on behalf of the city, publicly apologize for this exclusion of the Métis community. I also request that City Council pass a second motion adding the Métis community to the list of communities to be invited to participate in the reconciliation process being established.

I also wish to request a meeting with the Mayor to discuss ways to build a relationship between the Métis community and the City. Finally, I am requesting an opportunity to come before City Council to make a presentation about the history of the Métis community here in Sault Ste Marie and our modern day aspirations as a people.

Thank you for your time and I look forward to a timely response.

Sincerely,

Mitch Case



President- Métis Nation of Ontario Youth Council
Member- Provisional Council of the Métis Nation of Ontario
Member- Métis National Council General Assembly

Cc

Kim Powley – President, Historic Sault Ste Marie Métis Council
Ernie Gatien – Regional Councillor, Provisional Council of the Métis Nation of Ontario
Art Bennett – Captain of the Hunt, Region 4, Métis Nation of Ontario.
Gary Lipinski, President, Métis Nation of Ontario
Terry Sheehan, MP, Sault Ste Marie
David Orazietti, MPP, Sault Ste Marie

Christian C. Provenzano B.A., LL.B.
Mayor



Corporation of the City of
Sault Ste. Marie

April 25, 2016

mitch.case@hotmail.com
SENT VIA EMAIL

Mr. Mitchell Case
President- Métis Nation of Ontario Youth Council
PCMNO Youth Representative
Buffalo Clan

Dear Mitchell:

I acknowledge receipt of your letter of April 19th, 2016.

As the person who drafted the motion in its entirety, I take responsibility for the motion. As the author of it, I apologize to you and the Métis community for any offence. Admittedly, when I drafted the motion I was focused on our First Nation neighbors and residents and I did not consider the Métis community specifically. The omission is mine and mine alone.

I note that this process is in its earliest stage. The intention and effect of the motion was to direct the Clerk to consult on how such a committee can be structured and report back to City Council. Nothing has been decided at this point and nothing has occurred which would serve to prevent you or another representative of the Métis community from providing input. The Clerk has your correspondence and he will be in touch with you accordingly. I am sure that when the Clerk reports back to Council with his recommendations that your input will be considered.

In the meantime, I confirm that your letter along with this response will form a part of City Council's public agenda on May 16th, 2016.

Sincerely,

Christian Provenzano, Mayor

Cc: City Council
Malcolm White, City Clerk

Christian C. Provenzano B.A., LL.B.
Mayor



Corporation of the City of
Sault Ste. Marie

April 25, 2016

jlgawne@gmail.com
SENT VIA EMAIL

Janet Gawne, Chair
District of Sault Ste. Marie Social Services Administration Board
180 Brock Street
Sault Ste. Marie, Ontario
P6A 387

Dear Janet:

I am writing further to my attendance at the DSSAB meeting on March 17, 2016 whereat I requested the DSSAB consider continuing its service contract with the Corporation of City of Sault Ste. Marie (the City) for the provision of emergency medical service (EMS).

As you are aware, the City is currently licensed to provide EMS. Recently and in conjunction with the unanimous support of the DSSAB Board, the City has undertaken a process to increase EMS service through the retention of supervisory staff and additional paramedics. We are confident that the addition of these new employees will improve the service received by our own residents and the general population served through the DSSAB.

Excluding the calls that are directed outside the DSSAB catchment area, it is my understanding that over 95% of the EMS calls for service within the catchment area are from within Sault Ste. Marie. Less than 1% originates in Prince Township and less than 2.5% originate in the northern part of the DSSAB catchment. Also, City administration is of the opinion that the cost to Sault Ste. Marie's taxpayers will be minimized if the DSSAB maintains its EMS service contract with the City.

I understand that you may have recently written to the Ministry of Health to ask that the EMS license be transferred from the City to the DSSAB. I understood, as a result of conversations that I had with some of my fellow City Councillors, that the DSSAB would be having a discussion about continuing the EMS service contract.

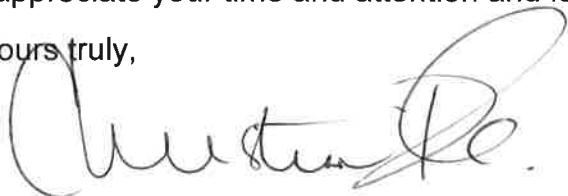
As a result, as the Chair of the DSSAB, I ask that you explicitly confirm the following:

1. That the DSSAB will consider continuing the EMS service contract with the City;
2. That the matter will be canvassed by the DSSAB before any additional action is taken with respect to the transfer of the license;

In the meantime, I will be asking staff to bring a report to Council updating it on the DSSAB transition generally and the EMS matter specifically. In that respect, our CAO will likely require additional information from you regarding the transition plans and I ask that you provide him with whatever he requires to properly inform City Council. Our residents and our municipal corporation, no doubt, will be the most effected by the transition.

I appreciate your time and attention and look forward to your response.

Yours truly,



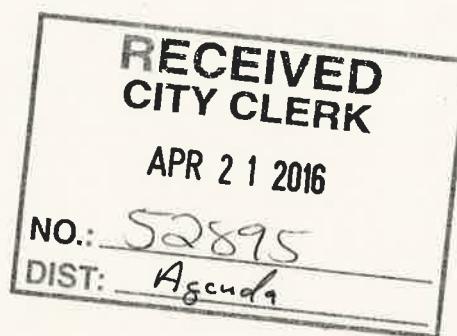
Christian Provenzano, Mayor

Cc: City Council
Al Horsman, CAO
Malcolm White, City Clerk



April 18th, 2016

**M.White, City Clerk
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1**



Dear Mr. White,

Great Northern Retirement Home is seeking to obtain a Special Occasion Permit for our Family Fun Day. It will be held on Wednesday June 29th, 2016 from 3 p.m. – 9 p.m. It will include a BBQ, musical entertainment and a pub.

Thank You

**Wanda McQueen
Activity Coordinator**

PROVINCIAL REFERENDUM

To our mayor; to our city councillors; to the people of Sault Ste. Marie Ontario:

We thank you for this opportunity to ask for your help in what we believe is an urgent matter in our city.

We hope that we can have your attention - your interest - your concerns, your hopes and your help to improve our Sault Ste. Marie hospital's health care.

Health is a main component of the quality of life of every person, every family and our whole community. Everyone in the community has or will at some time need the services at our hospital for themselves, a family member, a relative or a friend.

The Sault Ste. Marie and Area Health Coalition belongs to the Ontario Health Coalition. We are grass roots citizen groups in many cities across Ontario dedicated to protecting and improving public health care for all the people of Ontario.

We know that the citizens of Ontario have major concerns about our local hospitals. Together, we can effect change.

We are deeply concerned about cuts to department hours and to staff that work directly with patient needs.

As Martin Luther King Jr. said, "We all have come from different ships. We are all now in the same boat."

SO WHAT IS HAPPENING TO EFFECT CHANGE?

On Saturday, May 28, the people of Sault Ste. Marie will join many people from other cities across Ontario in a vote. The ballot says "Ontario's government must stop the cuts to our community hospitals and restore services, funding and staff to meet our community needs for care."

The voter puts a mark on “no” if you don’t want the services, funding and staff to be restored. The voter puts a mark on “yes” if you want the services, funding and staff to be restored.

The voting stations will be held in stores across the city and in Goulais River. Advanced polls are going to be held between May 24 and May 27. They will be held at different stores and at workplaces. The locations and times will be published later. Everyone 16 years or older is allowed to vote. A person who is 16 can make medical decisions for themselves.

HOW CAN YOU HELP?

1. We need volunteers at our ballot box locations.
2. Businesses could change their sign to say “Vote Saturday, May 28 to Stop hospital cuts”
3. Home owners / any organization / any group / can make their own signs to remind others to vote.
4. Wall posters are available to anyone who has a location to put them.
5. Businesses / organizations or groups could have a workplace ballot box for their staffs and employees.
6. Businesses/organizations or groups can call for the mobile ballot box to visit for a short time on a particular day for their staffs and employees.
7. Businesses / organizations or groups could possibly have a community ballot box at their location
8. To all people of the Soo- VOTE
 - Bring your families, your friends, your children-- show them that a vote can count
-show them that change can happen.
 - Talk to others at work- at coffee shops- in stores, at our hospital, nursing homes,
schools and when you’re working out.

The votes will be counted in Sault Ste. Marie. The media will announce Sault Ste. Marie’s results on Monday, May 30. Ontario’s results will be announced Tuesday, May 31. The results will be sent to the Premier of Ontario.

For further information, making suggestions or offering help, call Margo at 705 254 2885 or email at margodale@shaw.ca

The Sault Ste. Marie and Area Health Coalition will continue to work with our hospital who's Strategic plan says, "Exceptional people working together to provide outstanding care in Algoma. In order to make this happen, the first step is a huge turnout of people to vote.

Thank you to our mayor, our city councillors and the people of Sault Ste. Marie.

There is power in numbers. The people have the power. We need all your votes.

EACH VOTE MATTERS.

When we join together, each person's voice **DOES** make a difference.

Margo Dale, Chair
Sault Ste. Marie and Area Health Coalition

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: MARIA BERLINGIERI TELEPHONE: 705-949-1898

ORGANIZATION (if applicable) COUNTRY WAY HEALTH FOOD STORE

ADDRESS: 79 BROCK ST. POSTAL CODE: P6A 3B4

STORE OWNERS: TAMMY WATTS, BRENDA FREY & CAROL TROTTER
The above person hereby makes application for the closing of

BROCK ST. (FROM QUEEN ST. EAST TO BAY STREET.)

(Name of street to be closed)

from QUEEN ST. EAST to BAY ST.

EASE (reference points - street numbers, cross streets, etc.)

JOT : IF NOT POSSIBLE TO BAY ST., WE COULD HAVE CLOSURE,
FROM QUEEN ST. EAST UP TO STORE LOCATION.

from _____ to 79 BROCK ST.

(reference points - street numbers, cross streets, etc.)

on the 4 day of JUNE, 20 16 from 8 am/pm to 6 am/pm

on the _____ day of _____, 20 _____ from _____ am/pm to _____ am/pm

for the purpose of ANNUAL BBQ AND CUSTOMER APPRECIATION DAY.



STORE LOCATION

79 Brock Street
Sault Ste. Marie, ON P6A 3B4

Tel: 705-949-1898
Fax: 705-949-1661

March 4, 2016

To Whom It May Concern,
We ARE REQUESTING STREET CLOSURE
OF BROCK ST., from QUEEN ST. EAST
TO BAY ST. THIS WILL BE A COMMUNITY
EVENT. THERE WILL BE PARTICIPATION

From: LOCAL BUSINESSES

- LOCAL FARMERS
- PUBLIC AND SEPARATE SCHOOL BOARDS.
- ATTENDANCE OF ATLEAST 20 NATIONAL VENDORS.

PLEASE NOTE IF IT IS NOT POSSIBLE
TO HAVE ALL THE BLOCK CLOSED, WE
WILL BE HAPPY TO HAVE FROM QUEEN ST.
UP TO OUR STORE LOCATION.

Much APPRECIATION

Page 2 of 3

Page 3 of 3

APPROVAL SECTION:

1. **Police Services, Traffic Dept.**
Telephone 949-6300 ext 348
Fax 759-7820
Beth M. Magan #209
580 Second Line East

MAR 15 2016

Signature of Official

#209

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

Signature of Official

3. **Public Works & Transportation Dept. 4.**
Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

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

Signature of Official

5. **Central Ambulance Communication 6.**
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

Signature of Official

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

Signature of Official

7. **Community Services Department**
Telephone 759-5310
Fax 759-6605
99 Foster Drive
(CLOSINGS AFFECTING CITY PARKS/FACILITIES)

Signature of Official

CITY CLERK SECTION:

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

APPROVAL SECTION:

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

Signature of Official

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Telephone 949-3335/949-3387
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99 Foster Drive
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Signature of OfficialCITY CLERK SECTION:

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

03/03/2016 15:24 FAX 949 1898

THE COUNTRY WAY

 003

Page 3 of 3

APPROVAL SECTION:

- 1.** **Police Services, Traffic Dept.**
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East
- 2.** **Fire Services/Emergency Medical Services (EMS)**
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of OfficialSignature of Official

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Telephone 541-7000
Fax 541-7010
128 Sackville Road

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Transit/Parking
Telephone 759-5320
Fax 759-6834
111 Huron Street

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Fax 945-6883
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Downtown Association
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Fax 942-6368
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Fax 759-6605
99 Foster Drive
(CLOSINGS AFFECTING CITY PARKS/FACILITIES)

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City Council approval was received on _____

(date)

(By-law No.)

03/03/2016 15:32 FAX 949 1898

THE COUNTRY WAY

003

Page 3 of 3

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Telephone 949-6300 ext 348
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 Fax 541-7010
 128 Sackville Road

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

Signature of Official

Signature of Official

4. **Arr. DOROTHY**
5. **Central Ambulance Communication** 6.
 Centre (C.A.C.C.)
 Telephone 946-1227
 Fax 945-6883
 65 Old Garden River Road

Downtown Association
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 Fax 942-6368
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Signature of Official

Signature of Official

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Signature of OfficialCITY CLERK SECTION:

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 (date) _____ (By-law No.) _____



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Asphalt (2016PWT-10-T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Asphalt required during the 2016 Construction Season. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on the City's bidders list. A public opening of the tenders was held April 28, 2016 with the Deputy City Clerk in attendance.

ANALYSIS

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

IMPACT

Funding for the purchase of this material will be drawn from various Public Works Street Maintenance accounts as set in the 2016 budget.

STRATEGIC PLAN

Purchase of Asphalt is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2016 05 16 be received and the recommendation that the tender submitted by Palmer Construction for the supply of Asphalt for the 2016 Construction Season commencing June 1, 2016, at the tendered pricing, H.S.T. extra, be approved.

Report to Council – Asphalt

2016 05 16

Page 2

Respectfully submitted,

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

Tim Gowans

Manager of Purchasing

TG:nt

**FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: \$750,000 - TO BE DRAWN FROM VARIOUS PUBLIC WORKS STREET MAINTENANCE ACCOUNTS**

**RECEIVED: April 28, 2016
FILE: #2016PWT-10-T**

**SUMMARY OF TENDERS
ASPHALT**

Firm Prices for One Year Period (H.S.T. extra) - June 1, 2016 to May 31, 2017

<u>Description</u>	<u>Ellwood Robinson</u> <u>Sault Ste. Marie, ON</u>	<u>Palmer Construction</u> <u>Sault Ste. Marie, ON</u>	<u>Superior Slag</u> <u>Sault Ste. Marie, ON</u>
HL2 Asphalt	\$121.10 Per Tonne	\$116.28 Per Tonne	\$130.00 Per Tonne
HL3 Asphalt	\$117.50 Per Tonne	\$114.28 Per Tonne	\$130.00 Per Tonne
HL3A Asphalt	\$118.70 Per Tonne	\$114.28 Per Tonne	\$130.00 Per Tonne
HL4 Asphalt	\$114.50 Per Tonne	\$110.28 Per Tonne	\$130.00 Per Tonne
HL8 Asphalt	\$112.60 Per Tonne	\$107.28 Per Tonne	\$130.00 Per Tonne

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

Expenditures in 2015 were approximately \$814,400 including the non-rebatable portion of the H.S.T.

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

Tim Gowans
Manager of Purchasing



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Ready-Mix Concrete (2016PWT-09-T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Ready-Mix Concrete required during the 2016 Construction Season. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on the City's bidders list. A public opening of the tenders was held April 28, 2016 with the Deputy City Clerk in attendance.

ANALYSIS

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

IMPACT

Funding for the purchase of this material will be drawn from various Public Works Street Maintenance accounts as set in the 2016 budget.

STRATEGIC PLAN

Purchase of Ready-Mix Concrete is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2016 05 16 be received and the recommendation that the tender submitted by Caswell Concrete Products for the supply and delivery of Ready-Mix Concrete for the 2016 Construction Season commencing June 1, 2016, at the tendered pricing, H.S.T. extra, be approved.

Report to Council – Ready-Mix Concrete
2016 05 16
Page 2

Respectfully submitted,

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

Tim Gowans
Manager of Purchasing

TG:nt

**FINANCE DEPARTMENT
PURCHASING DIVISION**
BUDGET: \$180,000.00 - TO BE DRAWN FROM VARIOUS PUBLIC WORKS STREET MAINTENANCE ACCOUNTS

**RECEIVED: April 28, 2016
FILE: #2016PWT-09-T**

**SUMMARY OF TENDERS
READY-MIX CONCRETE**

Firm Prices for One Year Period (H.S.T. extra) - June 1, 2016 to May 31, 2017

<u>Description</u>	<u>2015 QUANTITY</u>	<u>Caswell Concrete Sault Ste. Marie, ON</u>		<u>Fisher Wavy Inc. Sault Ste. Marie, ON</u>		<u>Lafarge Sault Ste. Marie, ON</u>	
		<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
32Mpa Ready-Mix Concrete (CSA 23.1)	595.75	\$206.00	\$ 122,724.50	\$208.00	\$ 123,916.00	\$209.00	\$124,511.75
Unshrinkable Fill	27.00	\$155.00	\$ 4,185.00	\$154.00	\$ 4,158.00	\$165.00	\$4,455.00
Additional Heating	38.50	\$30.00	\$ 1,155.00	\$30.00	\$ 1,155.00	\$32.00	\$1,232.00
Use of Truck with Conveyor	3.00	\$165.00	\$ 495.00	\$175.00	\$ 525.00	\$200.00	\$600.00
Loads- 2 cubic metres or less	63.00	\$110.00	\$ 6,930.00	\$115.00	\$ 7,245.00	\$125.00	\$7,875.00
Loads - under 3 cubic metres but greater than 2	121.00	\$ -	\$ -	\$ -	\$ -	\$125.00	\$15,125.00
	Total:		\$ 135,489.50		\$ 136,999.00		\$ 153,798.75

Remarks:

Underload charge
less than 2.0 cu.m.

Underload charge
less than 2.0 cu.m.

Underload charge
less than 3.0 cu.m.

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

The above quantities represent a projection of anticipated usage based on actual ordering for the 2015 season (total cost of \$137,874.12 including the non-rebatable portion of the H.S.T.)

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

Tim Gowans
Manager of Purchasing



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Tim Gowans, Manager of Purchasing
DEPARTMENT: Finance Department
RE: RFQ for Fuel Monitoring System Upgrade – Bondar Marina
(2016CSD-MA-01-Q)

PURPOSE

Attached hereto for your information and consideration is a summary of the quotations received for the supply, installation and commissioning of Fuel Monitoring System Upgrades at the Bondar Marina as required by the Community Services Department. Staff is seeking Council approval of the quotation recommendation.

BACKGROUND

Request for Quotation documents were distributed to all firms on the City's bidders list. Quotations were due on or before 4:00 p.m., local time, on April 19, 2016.

ANALYSIS

The quotations received have been thoroughly evaluated and reviewed with the Manager of Recreation & Culture and Commissioner of the Community Services Department. The low quoted price, meeting specifications, has been identified on the attached summary.

IMPACT

The quoted amount is within the budget allocation of \$55,000.00 as approved in the 2016 Capital from Current Budget.

STRATEGIC PLAN

Upgrade of the Fuel Monitoring System at the Bondar Marina is not listed as an activity in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2016 05 16 be received and the recommendation that the quotation for the supply, installation and commissioning of the Fuel Monitoring System Upgrades for the Bondar Marina be awarded to Kenstruct Ltd. at their low quoted price, meeting specifications, of \$52,990.00 plus HST, be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

TG:nt

**FINANCE DEPARTMENT
PURCHASING DIVISION**

**Received: April 19, 2016
File: 2016CSD-MA-01-Q**

**SUMMARY OF QUOTATIONS
FUEL MONITORING SYSTEM UPGRADES - BONDAR MARINA**

<u>Firm</u>	<u>Equipment</u>	<u>Total Quoted Price (H.S.T. extra)</u>	<u>Remarks</u>
Kenstruct Ltd. Pefferlaw, ON	Veeder Root Monitor & Equipment	\$52,990.00	Meets Specifications
Wagg's Petroleum Equipment Ltd. North Bay, ON	Veeder Root Monitor & Equipment	\$69,500.00	Meets Specifications

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

The total cost to the City will be \$53,922.62 including the non-refundable portion of the H.S.T.

It is my recommendation that the quotation submitted by Kenstruct Ltd. be accepted.

Tim Gowans
Manager of Purchasing



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Liepa, City Tax Collector
DEPARTMENT: Finance Department
RE: Property Tax Appeals

PURPOSE

Staff is seeking Council approval of property tax appeals as required pursuant to Section 357 of the Municipal Act.

BACKGROUND

A listing of applications received for adjustment of realty taxes pursuant to Section 357 of the Municipal Act is attached to this report.

ANALYSIS

The Municipal Property Assessment Corporation has recommended the amount of the assessment to be adjusted.

IMPACT

There is an annual budget allocation for tax write-offs.

STRATEGIC PLAN

Not applicable

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Tax Collector dated 2016 05 16 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the Municipal Act be approved.

Report to Council – Property Tax Appeals

2016 05 16

Page 2.

Respectfully submitted,

Recommended for approval



Peter A. Liepa
City Tax Collector

**APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS**

DATE: 2016 05 16
PAGE: 1 of 1

2015								
ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
020-020-006	28 Wellington St E	Degiorgio Bruno	RT	C	15-023	367.66		367.66
050-002-008	728 Wellington St W	Nicastro Marilyn	CT/RT	A	15-024	1,394.39	207.28	1,601.67
050-030-065	156 Second Line W	Berry Jack R	RT	D	15-025	75.07		75.07
060-050-376-03	1465 Maki Rd	Premiere Landscaping	RT	D	15-026	520.99	5.70	526.69
060-070-141	1953 Base Line	Jobst Construction Ltd	RT	D	15-027		CONFIRMED	

2016								
ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
060-050-376-03	1465 Maki Rd	Premiere Landscaping	RT	D	16-001	1,175.11		1,175.11
060-070-141	1953 Base Line	Jobst Construction Ltd	RT	D	16-002		CONFIRMED	

					REPORT TOTAL	3,533.22	212.98	3,746.20
--	--	--	--	--	---------------------	-----------------	---------------	-----------------

Certified Correct:

Peter A. Liepa
Tax Collector

- A. REALTY TAX CLASS CONVERSION
- B. BECAME EXEMPT AFTER RETURN OF ROLL
- C. RAZED BY FIRE AFTER RETURN OF ROLL

- D. DEMOLISHED AFTER RETURN OF ROLL
- E. OVERCHARGED BY REASON OF GROSS OR MANIFEST CLERICAL ERROR
- F. REAL PROPERTY THAT COULD NOT BE USED FOR A PERIOD OF AT LEAST 3 MONTHS DUE TO REPAIRS OR RENOVATIONS



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Shelley J. Schell, CPA, CA Commissioner of Finance and Treasurer
DEPARTMENT: Finance Department
RE: Procurement Policies and Procedures By-law Update

PURPOSE

This report is in response to the following resolution:

Whereas By-law 2007-187 is a by-law that governs the City of Sault Ste. Marie's procurement policies and procedures is dated December 3, 2007 and has not been updated since; and

Whereas it is good practice to update City Council policies and procedures regularly in order to ensure that City Council is employing best practices;

Now Therefore Be It Resolved that a committee be struck consisting of two (2) City Councillors, the Commissioner of Finance/Treasurer; the Manager of Purchasing and appropriate City administrative staff to review procurement policies and procedures, research current and best practices and provide a report to City Council for consideration and approval of any potential changes or amendments to the policy in accordance with those current and best practices.

Staff is seeking Council approval of the updated Procurement Policies and Procedures By-law reflected elsewhere on the agenda.

BACKGROUND

The Procurement Policies and Procurement Committee (the Committee) reviewed the current by-law. Comparison was made to the City's by-law and various other municipalities to look at best practices as well as approval levels.

ANALYSIS

The key changes recommended by the Committee and incorporated into the new by-law are as follows:

- Increase approval levels:
 - Department Head: up to \$15,000 (previously \$10,000)
 - Chief Administrative Officer: up to \$75,000 (previously \$50,000)
 - Council: over \$75,000 (previously \$50,000)
- Approval levels were added to policy.
- Low dollar value purchase procurement was changed from \$1,000 to \$2,500.
- Addition of a non-competitive procurement process (ie. single and sole sourcing) which requires the documentation of the reasoning based upon defined factors as set out in the policy.
- New definition for Consultant and Professional Services added with procurement methods defined for each.
 - Professional Services further defined as Routine or Specialized. Routine Professional Service procurement requires an annual Expression of Interest, which is then evaluated to produce an approved Vendor of Record list. Routine Services are then procured from the approved list based upon quotations.
 - All Consultants and Specialized Professional Services are procured using the regular methods.
- Exemptions from purchasing methods, known as Schedule A, has been limited to items of a statutory nature, employee payments, refunds and individual payments approved in the budget by Council, such as grants.

IMPACT

The changes recommended by the Committee to the Procurement Policies and Procedures Committee increases the transparency and accountability of the procurement process.

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 2016 05 16 concerning the Procurement Policies and Procedures By-law Update be received. By-law 2016-50 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Shelley J. Schell, CPA, CA
Commissioner of Finance & Treasurer



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Frank Coccimiglio, Manager of Information Technology
DEPARTMENT: Finance Department
RE: Agreement for TTY Services (TextNet)

PURPOSE

The purpose of this report is to seek Council's approval of an agreement for TTY services.

BACKGROUND

TTY is a special device that lets people who are deaf, hard of hearing or speech-impaired use the telephone to communicate, by allowing them to type text messages. TextNet provides a software solution that allows the user to make TTY calls directly from a computer. The internet based solution integrates the telephone network, the data network, and the internet to provide fully accessible text (TTY) communication.

The City's current contract with TextNet includes two lines at the Sault Ste. Marie District Social Services Administration Board (DSSAB). With the DSSAB transition, the contract was separated so only City lines are included. A new agreement for City-only services is now required.

ANALYSIS

Not applicable.

IMPACT

The cost of the City lines is \$600/month (\$7,200/year). Although the annual contract value is under Council's purchase approval requirements, current policy requires that all agreements must be approved and signed by Council.

STRATEGIC PLAN

The TTY Service (TextNet) is related to the City's 2011-2014 Corporate Strategic Plan; Strategic Direction 2; Delivering Excellent Services.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Information Technology concerning the agreement for TTY services be received. By-law 2016-60 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Frank Coccimiglio
Manager of Information Technology



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Virginia McLeod, Manager Recreation & Culture
DEPARTMENT: Community Services Department
RE: Heritage Property Tax Rebate Program

PURPOSE

The purpose of this report is to seek Council's approval to register two (2) owners of designated properties into the City's Heritage Property Tax Rebate program.

BACKGROUND

Two (2) owners of designated heritage properties in Sault Ste. Marie have filed applications to enroll in the City's Heritage Property Tax Rebate program.

The properties are located at 358-366 Queen St. East – Barnes Fawcett Block and 1035 Queen Street East.

The Ontario Government under Section 365.2 of the Municipal Act (2001, S.O. 2001, c.25 as amended) allows municipalities to grant tax rebates of 10% to 40% on the value of an "eligible" heritage property in order to stimulate the restoration and preservation of Ontario's unique heritage assets.

In 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in the Sault Ste. Marie community to support owners of Designated Heritage Properties. Bylaw 2005-186 outlines the criteria for the Heritage Property Tax Rebate Program (attached).

ANALYSIS

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the Heritage Property Tax Rebate Program recognize these costs and are seen as an investment in the community by preserving our City's unique cultural heritage, and supporting owners of heritage properties. In 2015 two new applications were received for the 2014 tax year, however one of the property owners has not yet signed the Heritage Property Agreement. Therefore in 2015

there were 15 owners of designated heritage properties enrolled in the tax rebate program. There are a total of 37 heritage sites in the City of Sault Ste. Marie designated under Part IV of the Ontario Heritage Act.

Enrolment into the program requires the completion of an application; and once approved by Council a Heritage Property Agreement between the City and the property owner is completed which is then registered on the property title. This allows the City access to the property for inspection purposes to ensure that the owner is fulfilling the terms of the agreement. The Sault Ste. Marie Municipal Heritage Committee in conjunction with City Building Inspection services conducts an annual inspection of all heritage properties enrolled in the program. Owners are provided with a report of the findings and advised of maintenance items which need to be addressed. Owners who fail to maintain their heritage properties to an acceptable standard risk losing the annual tax rebate.

At their April 6, 2016 meeting the Sault Ste. Marie Municipal Heritage Committee reviewed two (2) new applications for the Heritage Property Tax Rebate Program and passed the following resolution:

Moved by: H. Robbins
Seconded by: C. Tossell

“Resolved that the Sault Ste. Marie Municipal Heritage Committee approve that 358-366 Queen St. East – Barnes Fawcett Block and 1035 Queen Street be enrolled in the Heritage Property Tax Rebate Program and that a report be prepared for the approval of City Council.”

CARRIED

IMPACT

The amount of the combined rebate varies annually depending on the number of applicants. The rebates for the 2014 tax year totaled \$70,599.66 of which the municipal portion was \$52,957.33 and the education portion \$17,642.33. It is expected that the rebates for the 2015 tax year will be slightly higher as a result of the addition of the new properties to the program.

STRATEGIC PLAN

This item does not relate to the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture concerning the Heritage Property Tax Rebate Program be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee “Resolved that the Sault Ste. Marie Municipal Heritage Committee approve that 358-366 Queen St. East – Barnes Fawcett Block and 1035 Queen Street be enrolled in the Heritage Property Tax Rebate Program and that a report be prepared for the approval of City Council.”, be approved.

Respectfully submitted,



Virginia McLeod,
Manager Recreation & Culture

Recommended for approval,



Nicholas J. Apostle,
Commissioner Community Services

CC: N. Kenny – City Solicitor
S.Schell – Commissioner of Finance and Treasurer
F. Pozzebon – Chief Building Official
P. Liepa – City Tax Collector

Attachment



CITY COUNCIL RESOLUTION

Date: November 14, 2005

Agenda Item

MOVED BY
SECONDED BY

Councillor
Councillor

D. Amaro

J. Curran T. Sheehan

RESOLVED THAT BY-LAW 2005-186 being a by-law to provide for tax refunds in respect to eligible heritage property be read THREE times and PASSED in open Council this 14th day of November, 2005.

CARRIED
 REFERRED

DEFEATED
 OFFICIALLY READ NOT DEALT WITH

AMENDED

DEFERRED

OFFICIALLY READ NOT DEALT WITH

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

2005-186

TAX: (T.1.2.) being a by-law to provide for tax refunds in respect of eligible heritage property

WHEREAS the Council of the Corporation of the City of Sault Ste. Marie is empowered by section 365.2 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, to pass a by-law establishing a program to provide heritage tax refunds in respect of eligible heritage properties;

NOW THEREFORE the Council of The Corporation of The City of Sault Ste. Marie enacts as follows:

1. In this By-law:

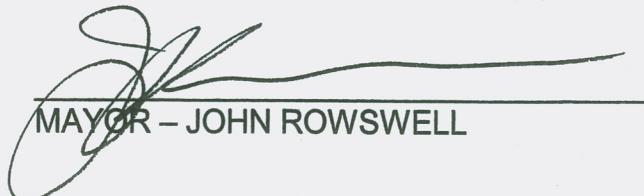
- (a) "built heritage resource" means a building or structure or location of historic or architectural value that reveals some of the broad architectural, cultural, social, political, economic or military patterns of our local history or that has some association with specific events or people that have shaped the details of that history.
- (b) "City" means The Corporation of the City of Sault Ste. Marie
- (c) "Council" means the Council of The Corporation of the City of Sault Ste. Marie
- (d) "eligible heritage property" means a property or portion of a property,
 - i) that is located in the City of Sault Ste. Marie;
 - ii) that is designated under Part IV of the Ontario Heritage Act or is part of a heritage conservation district under Part V of the Ontario Heritage Act; and
 - iii) that is subject to either an easement agreement with the City under section 37 of the Ontario Heritage Act, an easement agreement with the Ontario Heritage Foundation under section 22 of the Ontario Heritage Act, or an agreement with the City respecting the preservation and maintenance of a built heritage resource on the property.
- (e) "heritage tax refund" means an amount of tax that may be refunded in respect of an eligible heritage property. The amount of a heritage tax refund, unless otherwise specified, shall be 40% of the taxes for municipal and school purposes levied on the eligible heritage property.
- (f) "municipal" means the City of Sault Ste. Marie.
- (g) "owner(s)" includes a corporation and partnership and the heirs, executors, administrators and other legal representatives of a person to whom the context can apply according to law;
- (h) "person(s)" includes a corporation and partnership and the heirs, executors, administrators and other legal representatives of a person to whom the context can apply according to law;

2. The heritage tax refund program set out in this by-law is subject at all times to the availability of funding for the heritage tax refund program. This by-law does not require the City or Council to provide funding for this program and the heritage tax refund contemplated by this by-law may be eliminated by Council through repeal of the by-law at any time with no notice whatsoever to affected persons.

3. This heritage tax refund program is subject to any regulations that the Minister of Finance may make governing by-laws on tax refunds and reductions for heritage properties.
4. Subject to the conditions set out in this by-law, one heritage tax refund may be paid annually for each eligible heritage property in the property tax class of residential/farm as defined by the Assessment Act, R.S.O. 1990, c. A.31 and Ontario Regulation 282/98 thereunder, as amended.
5. If multiple easement and/or preservation and maintenance agreements are registered on one parcel of land, multiple refunds will not be provided in respect of the same heritage features.
6. The portion of a property's total assessment that is attributable to the building or structure or portion of the building or structure or location that is eligible heritage property and the land used in connection with it may be determined by the Municipal Assessment Corporation at the request of the City.
7.
 - (1) The owner of an eligible heritage property must make application on the prescribed form during the month of February in the year following the year for which the owner is seeking to obtain the heritage tax refund. Applications not received during the month of February, whether earlier or later, will not be considered.
 - (2) Where funding is insufficient to give a full heritage tax refund to each otherwise eligible applicant, the applications received will be pro rated. No priority will be given to applicants who have previously obtained a heritage tax refund.
 - (3) Subject to Sections 2 and 9 of this by-law, an application for a heritage tax refund if approved, is valid for three years. If an application for a three year heritage tax refund is not approved nothing prevents the owner from applying again in the subsequent year for a heritage tax refund.
 - (4) Upon application, the owner must consent to the City conducting periodic inspections to ensure that the relevant easement agreement or maintenance and preservation agreement is being complied with.
 - (5) No heritage tax refund will be given under this by-law where the City determines that the relevant easement agreement or maintenance and preservation agreement is not complied with to the satisfaction of the City.
8.
 - (1) Heritage tax refunds shall be calculated using the assessed value of the property for tax purposes.
 - (2) If the assessment of a property for a year changes as a result of proceedings under the Assessment Act, the heritage tax refund shall be redetermined using the new assessment and the tax roll for the year shall be amended to reflect the determination.
9.
 - (1) If the owner of an eligible heritage property demolishes the eligible heritage property or breaches the terms of the relevant easement or preservation and maintenance agreement, the City may, in addition to any other remedy, require the owner to repay part or all of any heritage tax refund(s) provided to the owner for one or more years under this by-law.
 - (2) The City may require the owner to pay interest on the amount of any repayment required under this section, at a rate not exceeding the lowest prime rate reported to the Bank of Canada by any of the banks listed in Schedule I of the Bank Act (Canada), calculated from the date or dates the heritage tax refund(s) were provided.

- (3) Any amount repaid under this section will be shared by the City and school boards that share in the revenue from taxes on the property, in the same proportion that they shared in the cost of the heritage tax refund(s) on the property.
10. (1) If tax arrears are attributable to a property, a heritage tax rebate may be given in lieu of the heritage tax refund or in lieu of a portion of the heritage tax refund set out in this by-law. Such rebate will be subject to the same terms as a heritage tax refund.
- (2) If tax arrears are attributable to a property, any refund or rebate granted under this by-law will first be applied against the outstanding tax liability in respect of the property.
11. The City Clerk is hereby directed to give notice of this by-law to the Minister of Finance within 30 days of the date it is passed.
12. This by-law takes effect on the date of its final passing.

Read THREE times and PASSED in Open Council this 14th day of November, 2005



MAYOR – JOHN ROWSWELL



CITY CLERK – DONNA P. IRVING



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Virginia McLeod, Manager Recreation & Culture
DEPARTMENT: Community Services Department
RE: Request for Financial Assistance for National Sports Competition – Paige Banton

PURPOSE

This report is to seek City Council's approval of an application under the Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions. The Parks and Recreation Advisory Committee is recommending approval of the application.

BACKGROUND

The Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions is a program endorsed by City Council to support local athletes, including teams and individuals who excel at their given sport on the national or international level. The program has a set of criteria by which applications are accessed and specific levels of financial assistance are governed. City Council gives final approval of all applications.

ANALYSIS

The attached application was received for Paige Banton, a member of the Sault Surge Aquatic Team in Sault Ste. Marie. The application is for financial assistance to attend the 2016 Canadian Age Group Swimming Championships to be held in Calgary, Alberta from July 27 to August 1, 2016 sanctioned by Swim Ontario and Swim Canada. The Parks and Recreation Advisory Committee reviewed the application at their May 3, 2016 meeting and found that she meets the eligibility requirements of the Financial Assistance Policy. The following resolution was passed:

Moved by: B. Lindsay
Seconded by: S. Milne

Report to Council – Request for Financial Assistance for National Sports Competition –

Paige Banton

2016 05 16

Page 2.

“Resolved that the Parks and Recreation Advisory Committee endorse the application for Paige Banton, to attend the 2016 Canadian Age Group Swimming Championships to be held in Calgary, Alberta from July 27 to August 1, 2016 in the amount of \$200 and that a report be sent to City Council for their approval.”

IMPACT

Core funding for various financial assistance programs is provided in the City's budget.

STRATEGIC PLAN

This is not part of the City's Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture concerning Paige Banton be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$200 financial assistance grant for her to attend the 2016 Canadian Age Group Swimming Championships to be held in Calgary, Alberta from July 27 to August 1, 2016 be approved.

Respectfully submitted,



Virginia McLeod,
Manager Recreation & Culture

Recommended for approval,



Nicholas J. Apostle,
Commissioner Community Services

Attachment

APR 1 2016

RECEIVED



**REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL/INTERNATIONAL SPORTS COMPETITIONS
APPLICATION FORM**

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Erin BantonAddress: 35 [REDACTED]Postal Code: [REDACTED]Phone: [REDACTED] (H) [REDACTED] (W) Fax: [REDACTED]Email: [REDACTED]**Name and Address of Athlete(s): (if different from applicant)**

Attach team list to application form if applicable. (athletes only)

Name: Paige BantonAddress: [REDACTED]Postal Code: [REDACTED]Name of Team or Club (if applicable): Sault Surge Aquatic Team**Name of National or International Sporting Competition:**2016 Canadian Age Group Championships**Date(s) of Competition:**July 27-Aug 1, 2016**Location of Competition:**Calgary, Alberta**Name of Sports Governing Body:**Swim Ontario and Swimming Natation Canada

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body.
APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

→ Contact information for Swim Ontario can be provided if additional verification is required

Total Amount of Assistance Requested: \$ 200.00
 (See Policy for application limits)

Please specify, as accurately as possible, how the financial assistance will be used if approved.

To help make competition at a National level more affordable for this young athlete by partially covering

some of the transportation and accommodation costs associated with traveling outside of Ontario.

Have you previously requested financial assistance from the City?

No _____ Yes Yes Amount \$ 200.00

If yes, please indicate the year(s):

2015

If this application for funding is approved, the payment cheque should be payable to:

Erin Banton

- For recipients under the age of 18, payment will generally be provided to a parent or guardian, as circumstances dictate.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

I CERTIFY that to the best of my knowledge, the information provided in the Request for Financial Assistance for National/International Sports Competitions Application Form is accurate and complete and is endorsed by the individual or the not-for-profit sports team I represent.

DATE: 2016 02 04
Year Month Day

<u>Erin Banton</u>	<u>Mrs</u>	<u>ErinBanton</u>	
Name (Applicant)	Title (If applicable)	Signature	Phone Number
<u>Marion Widgett</u>	<u>Mrs</u>	<u>Marion Widgett</u>	
Name (Club Official)	Title	Signature	Phone Number

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.
- Applications received after the date of the competition will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

**Recreation and Culture Division
Community Services Department
Civic Centre,
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6**

For additional information:

Please call 759-5310 between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday.

The information requested above is being collected pursuant to the Municipal Act and in accordance with the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be strictly used to determine eligibility for a financial assistance grant to attend a national or international sporting competition as defined in the Financial Assistance Policy. For more information or if you have any questions regarding its collection and use please contact the Recreation and Culture Division of the Community Services Department at 759-5310.



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Virginia McLeod, Manager Recreation & Culture
DEPARTMENT: Community Services Department
RE: Request for Financial Assistance for National Sports Competition – Youth Bowling

PURPOSE

This report is to seek City Council's approval of an application under the Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions.

BACKGROUND

The Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions is a program endorsed by City Council to support local athletes, including teams and individuals who excel at their given sport on the national or international level. The program has a set of criteria by which applications are accessed and specific levels of financial assistance are governed. City Council gives final approval of all applications.

ANALYSIS

The attached application was received from Melanie Ingram, coach of the Northcrest Lanes Youth League Bowling Team for a financial assistance grant to attend the Youth Bowl Canada National Championships held in Calgary, Alberta from May 7-9, 2016. The team of Ema Bowen, Aidan Bass and Chasity King represented Northern Ontario. This team qualified for the Nationals by way of a win at the YBC Provincial Championships. The Parks and Recreation Advisory Committee reviewed the application at their meeting on May 3, 2016 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Moved by: B. Lindsay
Seconded by: S. Milne

Report to Council – Request for Financial Assistance for National Sports Competition –

Youth Bowling

2016 05 16

Page 2.

“Resolved that the Parks and Recreation Advisory Committee endorse the application by Melanie Ingram on behalf of the Northcrest Lanes Youth League bowling team for financial assistance to attend the Youth Bowl Canada National Championships to be held in Calgary, Alberta from May 7-9, 2016 in the amount of \$400 and that a report be sent to City Council for their approval.”

CARRIED

IMPACT

Core funding for various financial assistance programs is provided in the City's budget.

STRATEGIC PLAN

This is not part of the City's Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture concerning the Northcrest Lanes Youth League Bowling Team be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$400 financial assistance grant for the team's participation at the Youth Bowl Canada National Championships to be held in Calgary, Alberta from May 7-9, 2016, be approved.

Respectfully submitted,



Virginia McLeod,
Manager Recreation & Culture

Recommended for approval



Nicholas J. Apostle,
Commissioner Community Services

Attachment



**REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL/INTERNATIONAL SPORTS COMPETITIONS
APPLICATION FORM**

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Melanie Ingram

Address: _____

Postal Code: _____

Phone: _____ (H) _____ (W) Fax: _____

Email: _____

Name and Address of Athlete(s): (if different from applicant)

Attach team list to application form if applicable. (athletes only)

Name: please see attached

Address: _____

Postal Code _____

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

YBC National Championships

Date(s) of Competition:

May 6-10, 2016

Location of Competition:

Calgary, Alberta

Name of Sports Governing Body:

Youth Bowl Canada

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body. APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total Amount of Assistance Requested: \$ 400.00
(See Policy for application limits)

Please specify, as accurately as possible, how the financial assistance will be used if approved.
accommodations

Have you previously requested financial assistance from the City?

No _____ Yes Amount \$ 400.00

If yes, please indicate the year(s):

2014, 2015

If this application for funding is approved, the payment cheque should be payable to:

Northcrest Youth League

- For recipients under the age of 18, payment will generally be provided to a parent or guardian, as circumstances dictate.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

I CERTIFY that to the best of my knowledge, the information provided in the Request for Financial Assistance for National/International Sports Competitions Application Form is accurate and complete and is endorsed by the individual or the not-for-profit sports team I represent.

DATE: 2016 03 21

Year Month Day

Melanie Ingram Head Coach Melanie Ingram

Name (Applicant)	Title (If applicable)	Signature	Phone Number
Melanie Ingram	Head Coach	<u>Melanie Ingram</u>	[REDACTED]

Lorri Bass Program Director Lorri Bass

Name (Club Official)	Title	Signature	Phone Number
Lorri Bass	Program Director	<u>Lorri Bass</u>	[REDACTED]

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.
- Applications received after the date of the competition will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

**Recreation and Culture Division
Community Services Department
Civic Centre,
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6**

For additional information:

Please call 759-5310 between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday.

The information requested above is being collected pursuant to the Municipal Act and in accordance with the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be strictly used to determine eligibility for a financial assistance grant to attend a national or international sporting competition as defined in the Financial Assistance Policy. For more information or if you have any questions regarding its collection and use please contact the Recreation and Culture Division of the Community Services Department at 759-5310.



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumieli, P. Eng., Design & Construction Engineer
DEPARTMENT: Engineering and Planning Department
RE: Coulson Avenue and Manor Road Reconstruction.

PURPOSE

The purpose of this report is to obtain approval to award Contract 2016-4E. The project includes the reconstruction of Coulson Avenue from Queen Street to Manor Road and Manor Road from McGregor Avenue to Pine Street.

BACKGROUND

In the current Five Year Capital Road Reconstruction Plan, the reconstruction of these two roads is planned for 2016.

Tenders received for Contract 2016-4E were opened at a public meeting Wednesday, April 27th, 2016 in the Steelton Room of the Civic Centre. Present at the opening were City staff and contractor representatives

ANALYSIS

A total of four (4) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report from WSP. The low tender of **\$2,482,102** (including HST) was received from Palmer Construction Group Incorporated. This is below the consultant's pre-tender estimate of \$3,170,085.

IMPACT

When recoverable HST and PUC costs are removed and an allowance for engineering is added, the City's cost to complete this project is projected to be **\$2,069,113**. This is below the allocation in the 2016 capital budget of \$2,736,660. When individual budget allocations are viewed, the project is under the urban only allocation by \$65,399; it is under the overall capital allocation by \$535,817 and under the sanitary sewer budget by \$66,331.

STRATEGIC PLAN

Reconstruction of Coulson Avenue and Manor Road is linked to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2016 05 16 concerning the Reconstruction of Coulson Avenue and Manor Road be received and the recommendation that Contract 2016-2E be awarded to Palmer Construction Group Incorporated, be approved.

By-law **2016-51** authorizing execution of Contract 2016-4E the reconstruction of Coulson Avenue and Manor Road and By-law **2016-52** authorizing the road closure of both of these roads from June 1st, 2016 until October 31st, 2016 appear elsewhere on the Agenda and are recommended for approval

Respectfully submitted,



Carl Rumiell, P. Eng.
Design & Construction Engineer

Recommended for approval



Jerry Dolcetti, RPP
Commissioner

Attach.

CORPORATION OF THE CITY OF SAULT STE MARIE

**Contract № 20 6 4E
Reconstruction Coulson Ave Manor Rd
FORM OF AGREEMENT**

This Agreement, made (in triplicate) this day of in the year 2016, by and between

Palmer Construction Group Inc, hereinafter called the **Contractor**,

AND

The Municipal Corporation of the City of Sault Ste Marie, hereinafter called the **Corporation**.

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

**Corporation of the
City of Sault Ste Marie
Contract № 20 6 4E
Reconstruction Coulson Ave Manor Rd**

which have been signed in triplicate by both parties and which were prepared by WSP Canada Inc., acting as Agent and Contract Administrator and herein entitled, **the Contract Administrator**.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the Corporation and the Contract Administrator, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:

The Corporation

The Corporation of the City of Sault Ste. Marie
P. O. Box 580, Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5N1

The Contractor

Palmer Construction Group Incorporated
845 Old Goulais Bay Road
Sault Ste. Marie, ON P6A 0B5

The Contract Administrator

WSP Canada Inc.
185 East Street
Sault Ste. Marie, Ontario, P6A 3C8

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

T E CORPORATION OF T E CIT OF SAULT STE MARIE

MAYOR – Christian Provenzano

(seal)

CITY CLERK – Malcolm White

THE CONTRACTOR

Palmer Construction Group Incorporated

(seal)

SIGNATURE



April 28, 2016

Carl.rumiel@cityssm.on.ca
151-10370-00

Mr. Carl Rumiel, P.Eng.
City Engineering Department
City of Sault Ste. Marie
99 Foster Drive, Civic Centre
Sault Ste. Marie, ON P6A 5N1

Dear Mr. Rumiel

**RE: City Contract № 2016-4E
Coulson Avenue and Manor Road Reconstruction
TENDER REPORT**

We are pleased to provide our Tender Evaluation Report and recommendation for the tenders received for the reconstruction of Coulson Avenue and Manor Road.

Project Description

The work generally consists of the reconstruction of Coulson Avenue, from Queen Street East to Manor Road, and Manor Road from McGregor Avenue to Pine Street including storm and sanitary sewers, watermains and appurtenances, sidewalk on the west side of Coulson Avenue and sidewalk on the south side of Manor Road.

Tendering of the Works

The call for tenders was advertised in the City Information Column of the Sault Daily Star on April 2, 2016. Copies of the contract documents were also made available for review at the Sault Ste. Marie and Sudbury Construction Associations, as well as the Consulting Engineer's office.

One Addenda was issued to the contract on April 21, 2016.

Tenders closed at the Civic Centre on April 27, 2016 at 3:00 p.m. and were opened publicly in the Steelton Room by representatives of the City and WSP Canada Inc. at approximately 3:15 p.m. on the same day.

Telephone: 705-942-2070
Facsimile: 705-942-3532

WSP Canada Inc.
185 East Street
Sault Ste. Marie, Ontario
www.wspgroup.com

Tender Prices

Four tenders were received for the works. The tender prices, inclusive of H.S.T., as read at the tender opening, were as follows:

Contractor	Total Tender Price (including HST)	Ranking
Avery Construction	\$3,959,785.91	4
Palmer Construction	\$2,482,102.27	1
Ellwood Robinson	\$2,644,506.22	3
Boyer Construction	\$2,579,560.33	2

The tenders were checked for arithmetic accuracy, and no errors were encountered.

All of the tenders were submitted with the appropriate Tender Deposit cheques in the amount of \$100,000, Agreements to Bond, and other required documentation. The Tender Deposit cheques were retained by the City for safe keeping. The submitted tenders all included a Contingency Allowance in the amount of \$100,000.

A breakdown of the bids by Tender Items is attached.

The Pre-Tender Estimate for the work was \$3,170,085.05 (including HST).

WSP's Experience with the Low Bidder

WSP is very familiar with Palmer Construction Group and have worked on several municipal projects with them. It is our opinion that they are qualified and have the ability to successfully complete the assignment.

Completion Date

The contract documents required that all work be Complete by October 30, 2016. Final paving and restoration must be completed by June 30, 2017.

Tender Validity

The contract documents stipulated that tenders be open for acceptance for a period of 60 days following the closing date, or until June 27, 2016.



Approvals

An Environmental Compliance Approval under the Ontario Water Resources Act for sewer works on the project is required from the Ministry of the Environment and Climate Change prior to commencing construction. The application for this approval has been made, and we expect to receive the approval shortly.

Recommendation

WSP recommends that the City award the tender to Palmer Construction Group Incorporation for a Total Tender Price of \$2,482,102.27 (inclusive of HST), subject to receipt of the Environmental Compliance Approval for the sewage works from the Ministry of the Environment and Climate Change.

Attached with this letter is the required City Agreement between Palmer Construction and the City of Sault Ste. Marie.

Tender Deposit Cheques

We recommend that the tender deposit cheques of Palmer Construction Group Inc. and 1531161 Ontario Inc. o/a Boyer Construction, the two low bidders, be retained until such time as a contract has been executed between the City and Palmer Construction Group Inc. The remaining tender deposit cheques from Ellwood Robinson and Avery Construction can be returned.

Original copies of the submitted Tenders will be hand delivered today.

The above is respectfully submitted. If you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

A handwritten signature in blue ink, appearing to read "David Spacek".

David Spacek, P.Eng., PMP, BDS
Manager of Municipal Infrastructure – Northern Ontario

DMS:jc

Encl. (2)



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering Services
DEPARTMENT: Engineering and Planning Department
RE: 2016 Biennial Bridge Inspections - Agreement

PURPOSE

The purpose of this report is to obtain Council's approval of a by-law authorizing an agreement with Tulloch Engineering for the 2016 biennial inspection of bridges.

BACKGROUND

At the 2016 04 11 meeting of Council the following resolution was passed:

Resolved... that the City enter into an agreement for professional services with Tulloch Engineering for the completion of the 2016 biennial bridge inspections.

ANALYSIS

Council authorization is necessary for the by-law in order to enter into an agreement for professional engineering services.

IMPACT

The estimated fee limit of \$45,000 plus non-rebatable HST is covered in the \$50,000 allowance approved in the 2016 miscellaneous construction budget.

STRATEGIC PLAN

Biennial inspection of bridge structures 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 2016 05 16 concerning the 2016 biennial bridge inspections be received and the

2016 Biennial Bridge Inspections - Agreement

2016 05 16

Page 2

recommendation that the City enter into an agreement for professional services with Tulloch Engineering be approved.

By-law 2016-56 appears 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 and
Planning



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering Services
DEPARTMENT: Engineering and Planning Department
RE: Repairs to Wellington Street Underpass - Agreement

PURPOSE

The purpose of this report is to obtain Council's approval of a bylaw authorizing an agreement with Tulloch Engineering for the repairs to the Wellington Street underpass, City bridge number 30.

BACKGROUND

At the 2016 04 11 meeting of Council the following resolution was passed:

Resolved... the City enter into an agreement for professional services with Tulloch Engineering for the completion of design and contract administration for repairs to the Wellington Street underpass, be approved.

ANALYSIS

Council authorization is necessary for the bylaw in order to enter into an agreement for professional engineering services.

IMPACT

The estimated fee of \$43,000 is included in the approved allowance in the 2016 miscellaneous construction budget. As noted in the previous Council report, CN Rail is responsible under the board order for 50% of the cost of this project. Staff continues to work with CN Rail staff to obtain a commitment for this funding.

STRATEGIC PLAN

Bridge repairs are linked to the Transportation Network Improvement objective under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Repairs to Wellington Street Underpass - Agreement

2016 05 16

Page 2

Resolved that the report of the Director of Engineering Services dated 2016 05 16 concerning repairs to the Wellington Street underpass be received and the recommendation that the City enter into an agreement for professional services with Tulloch Engineering, be approved.

By-law 2016-55 appears 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 and
Planning



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumieli, P. Eng., Design & Construction Engineer
DEPARTMENT: Engineering and Planning Department
RE: Contract 2016-11E – Slope Stabilization at 90 Second Line East

PURPOSE

The purpose of this report is to obtain approval to award Contract 2016-11E. The project includes remediation of a slope failure that occurred along the north side of Second Line at Carmen's Way.

BACKGROUND

Several years ago, there was a slope failure at above noted location. The City retained STEM Engineering to determine appropriate measures to stabilize the slope.

ANALYSIS

A total of three (3) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report from STEM Engineering. The low tender of **\$53,205** (excluding HST) was received from Trimount Construction. This is below the consultant's pre-tender estimate.

IMPACT

When an allowance for engineering and non-recoverable HST is added, the City's cost to complete this project is projected to be **\$66,861**. This is below the allocation of \$100,000 that was carried over from the 2015 miscellaneous construction budget.

STRATEGIC PLAN

Provision of slope stability is linked to Objective 1A, Environmental Leadership, under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Contract 2016-11E - Slope Stabilization at 90 Second Line East

2016 05 16

Page 2

Resolved that the report of the Design & Construction Engineer dated 2016 05 16 concerning Slope Stabilization at 90 Second Line East be received and the recommendation that Contract 2016-11E be awarded to Trimount Construction, be approved.

By-law **2016-54** authorizing execution of Contract 2016-11E Slope Stabilization at 90 Second Line East 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

Attach.

May 03, 2016

Project No. 15101

Corporation of the City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N2

Attention: Mr. Carl Rumiell, P. Eng.
Design and Construction Engineer

Subject: Contract 2016-11E - Slope Stabilization- Second Line at Carmen's Way

On Wednesday April 20, 2006, tenders were received for **Contract 2016-11E - Slope Stabilization- Second Line at Carmen's Way**

Present at the opening were:

The City of Sault Ste. Marie-	Carl Rumiell, David Salewski, Kim Vaudry,
STEM Engineering Group -	Rachel Tyczinski, Deputy City Clerk, who opened the Tenders, Dan Bertolo, Shawn Sikorski,
Bidders Representatives-	Andrew Scott (Trimount)

A total of three bids were received and following are the total tender prices as called out at the opening:

Phillips Haulage	\$ 73,845.09
Avery Construction.....	\$ 174,432.96
Trimount Construction Group Inc.....	\$ 53,205.29

The tenders have been checked for correctness and inclusion of all required submissions.

We have previous experience working with Andrew Scott and feel confident that he will complete the work in a satisfactory manner in the time allotted.

Accordingly, we recommend Trimount Construction Group Inc. be awarded the contract.

Please contact me if you have any questions or concerns.



Dan Bertolo
Senior Technologist

Attachments

CORPORATION OF THE CITY OF SAULT STE MARIE

CONTRACT 20 6 E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 6th day of **May** in the year **2016** by and between Trimount Construction Group Inc., **hereinafter** called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

SLOPE STABILIZATION SECOND LINE AT CARMEN SWA

CONTRACT 20 6 E

which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, RPP, Commissioner of Engineering & Planning, acting as and herein entitled, the Engineer.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings and Addenda.
3. The Contractor will complete all the work to the entire satisfaction of the Engineer within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. All communications in writing between the Corporation, the Contractor and the Consultant shall be

deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile addressed as follows:

T E CORPORATION The Corporation of the City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

T E CONTRACTOR Trimount Construction Group Inc.
215 Fourth Line East
Sault Ste. Marie, Ontario
P6A 0B5

T E CONSULTANT STEM Engineering Group
875 Queen Street East, Suite 2
Sault Ste. Marie, Ontario
P6A 2B3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

T E CORPORATION OF T E CIT OF SAULT STE MARIE

MAYOR – CHRISTIAN PROVENZANO

(seal)

CITY CLERK – MALCOLM WHITE

T E CONTRACTOR

COMPANY NAME

(seal)

SIGNATURE



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Catherine Taddo, P. Eng., Land Development and Environmental Engineer
DEPARTMENT: Engineering and Planning Department
RE: West End Sewage Treatment Plant Upgrades – Engineering Agreement

PURPOSE

The purpose of this report is to request Council approval to authorize an engineering agreement with AECOM Engineering for the West End Sewage Treatment Plant Upgrades.

BACKGROUND

At the April 25, 2016 meeting, Council authorized entering into an Agreement with AECOM for proposed upgrades to the West End Sewage Treatment Plant.

ANALYSIS

It is routine procedure for the Engineering Division to seek Council's approval to authorize agreements for engineering services for the approved projects in the upcoming year.

IMPACT

AECOM's fee included in their proposal submission for the design, construction administration, and studies is \$2,795,850, excluding HST. This fee reflects the engineering efforts representative of the anticipated works required at this project stage related to screening, dewatering, HVAC systems, and miscellaneous items identified through the West End Pollution Control Plant Upgrading Study. It is important to note that the preferred design will not be known until completion of preliminary design, at which time the design efforts for final design can be further defined. An update to Council will be provided at a future meeting regarding anticipated budget projections, and estimated capital costs. If necessary, an amendment to the scope of work, consulting fees and/or the project schedule will be requested to address any updates pertaining to the project's objectives, and system integration including SCADA programming.

West End Sewage Treatment Plant Upgrades – Engineering Agreement

2016 05 16

Page 2

A budget range of \$30 to \$53 million for all phases was presented at the February 22, 2016 Council meeting. These conceptual level estimates will require revision subsequent further design.

In the 2015 budget, Council approved \$200,000 of sanitary sewer funding for this project. A further \$1,666,875 was approved during the 2016 budget deliberations. It is anticipated that AECOM's work related to this project will be spread out over several years. The \$1.87 million allocated for the project to date is anticipated to cover AECOM's work in 2016. In the City's Asset Management Plan, \$12.2 million is currently allocated in 2017 for the initial stages of construction, and the remaining Consulting fees.

STRATEGIC PLAN

The West End Sewage Treatment Plant upgrade is linked to Strategic Direction 1, Developing Solid Infrastructure, and Objective 1A, Environmental Leadership.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2016 05 16 be received and that Council authorize entering into an agreement for engineering services with AECOM.

Bylaw 2016-38 authorizing execution of the agreement can be found elsewhere on this evening's agenda.

Respectfully submitted,



Catherine Taddo, P. Eng.
Land Development & Environmental Engineer

Recommended for approval:



Jerry Dolcetti, RPP
Commissioner



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Catherine Taddo, P. Eng., Land Development and Environmental Engineer
DEPARTMENT: Engineering and Planning Department
RE: Landfill Site Operations and Monitoring 2015 - Environmental Monitoring Committee

PURPOSE

The purpose of this report is to fulfill Condition 6(b) of By-law 2004-215 which requires that an annual information report to Council be prepared following the submission of Annual Landfill Operations and Monitoring Reports to the Ministry of Environment and Climate Change.

BACKGROUND

By-law 89-174 established the original Environmental Monitoring Committee for the Landfill. This by-law has since been repealed, and a revised by-law was approved at the November 29, 2004 Council meeting, which updated the duties of the Committee. This Committee is the formal contact with the public for the landfill operations and is a mandated requirement under the City landfill Certificate of Approval. The 2015 Committee consists of five members of the public, Councillor Romano, City representatives from PWT and the Engineering and Planning Department, and representatives from the Conservation Authority and the Ministry of Environment and Climate Change (MOECC).

The revised by-law includes the requirement for an annual report to Council following the submission of the annual Operations and Monitoring Reports to the MOECC. This report to Council will summarize the conclusions and recommendations of the two reports for 2015, and comment briefly on other matters at the landfill. Copies of the MOECC submission are available at the Engineering Department if any Councillor wishes to review them in detail. The City's annual submission is due to the MOECC on April 30th of each year.

Site Development and Operations Report 2015 Municipal Landfill

Waste Quantities and Site Capacity

Approximately 67,368 tonnes of waste was received at the landfill in 2015. Of this value 73% or 49,085 tonnes were landfilled, 23% was used as daily cover material or stockpiled for future use, and 4% was exported for recycling or reuse. Last year the remaining site life estimate was 6.8 years. This year's report indicates that based on the 5-year average disposal rate (55,790 t/yr.) there is capacity for approximately 6.25 years.

Leachate Collection System

A leachate collection system has been operating at the landfill since November, 1992. It consists of a gravity collection system along the south boundary of the landfill and a purge well system on the western boundary. As part of the Canon Creek relocation project that was completed in 2006, the gravity leachate collector system was expanded in a northerly direction in the southeast corner of the landfill along the old creek alignment. The system is designed to intercept leachate before it leaves the site and it is pumped to the City's sanitary sewer collection system.

A system of monitoring wells is sampled regularly to determine the quality of groundwater on and off site in the vicinity of the landfill. The groundwater monitoring program for 2015 consisted of sampling at 33 groundwater monitoring wells. The report for 2015 recommends a reduction in sampling frequency for some of the wells based on consistent trends and in some cases, near background conditions at these wells.

A western contaminant plume was detected several years back, which prompted increased emphasis on purge well maintenance to ensure continuous operation and additional purge well construction. Presently there are nine purge wells in operation, namely PW-2 to PW-10. During the reporting year, pumping well 3 was replaced and became operational in July 2015. The purge well system continues to be effective, however, it has limitations.

At the suggestion of the MOECC in 2008 and since the City of Sault Ste. Marie owns property west of the disposal footprint, an application was made and approved by the MOECC for the establishment of a Contaminant Attenuation Zone (CAZ). The establishment of the CAZ does not eliminate the need for the purge well system which continues to be maintained, operated and monitored with vigilance, but, it helps to alleviate off-site regulatory compliance concerns for the small area of impacts observed west of the site. While the CAZ does not expand the landfill footprint itself, it does move the compliance boundary further to the west.

Odour Control

Council approved the construction of 24 passive landfill gas vent flares in 2004 with an additional six (6) passive flares installed and approved in 2007. Due to a new

landfill gas regulation in 2008, our landfill must actively collect its landfill gas. Throughout 2009 to 2010 the active system was constructed. The system was operational by December 2010 and running continuously since January 2011 in order to comply with legislation.

During 2015, a total of thirteen odour complaints were received. Since 2007 the complaints have ranged from five to eighteen. It is believed that the landfill gas system has been effective at mitigating off-site odours, however, as disposal quantities decline, sludge disposal becomes more challenging. The proposed biosolids management facility is expected to have a positive impact on odours.

A second phase of the active landfill gas collection project involves potential electricity generation, in lieu of burning the gas at a central flare. A potential partnership exists with PUC, should OPA power purchase agreements for this project become available in the future.

Municipal Landfill Site Monitoring Report 2015

The monitoring report is a detailed, lengthy document providing all the results of the groundwater, surface water and landfill gas monitoring program undertaken in 2015. The purpose of the monitoring program is fivefold:

- To monitor the quality of groundwater and surface water in the vicinity of the landfill site;
- Assess the ability of the engineered controls and natural environment to attenuate contamination from the landfill site;
- Establish whether concentrations of targeted chemical parameters in the groundwater and surface water exceed boundary criteria established by the MOECC;
- Predict future movement of contaminants and therefore predict future compliance with MOECC criteria; and
- Ensure safety within any of the buildings at the site from a landfill gas perspective.

ANALYSIS

Conclusions and Recommendations of Monitoring Report

Ground Water Quality

The results of the 2015 groundwater monitoring program indicate that the engineered controls and natural attenuation processes including dilution by infiltrating precipitation are either reducing or keeping the leachate plume stationary along the eastern and southern property boundaries of the landfill. Prior to 2001, results along the western boundary showed exceedances for several parameters in both on site and off site monitoring wells. In 2015 the water quality in most of the western wells generally improved or had levelled off when compared with the water quality from recent years, with the exception of wells 63-I and 65-I. These two monitors had

higher elevations of some indicator parameters in 2014 and 2015 compared to 2010 to 2013 but were within the respective historical ranges. The approval of the Contaminant Attenuation Zone and close attention to purge well operations and maintenance has helped to alleviate off-site regulatory compliance concerns along the western site limit.

In January 2016, new monitoring wells were installed based on recommendations in the 2014 report. These new wells will be sampled in 2016.

Surface Water Quality

The relocation of Canon Creek away from the landfill in the fall of 2006 appears to have reduced leachate impacts on Canon Creek and the Root River. There have been general improvements to the surface water quality since 2007, and no exceedances of unionized ammonia since 2008. High levels of unionized ammonia can be detrimental to aquatic life forms. The benthic sampling/analysis and fish toxicity testing was discontinued in 2011 based on favourable and consistent results.

Methane Gas

Since 2008, methane gas concentrations have been in the explosive range at one of our methane gas monitors. The monitor is located east of the Maintenance Building. A methane mitigation project was completed by S&T Electrical Contractors in 2010. The system was installed in order to monitor, control ventilation and provide warning to those within all facilities at the landfill if there is a problem. Signage is in place as an additional mitigative measure.

M6 and M7 near the former Elementa building were removed due to construction. These wells will be replaced this year. The pilot plant building has been transferred to the City, and as such, modifications are being made to repurpose the facility as a Household Hazardous Waste Depot and will include a new landfill gas monitoring system.

IMPACT

There is no impact to the budget.

STRATEGIC PLAN

The report is linked to Objective 1A – Environmental Leadership and the Solid Waste Management activity.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2016 05 16 concerning the annual Operations and Monitoring Reports for the municipal landfill be received as information.

Respectfully submitted,

C. Taddo

Catherine Taddo, P. Eng.
Land Development & Environmental Engineer

Recommended for approval

Jerry Dolcetti

Jerry Dolcetti, RPP
Commissioner



COUNCIL REPORT

May 16, 2016

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

PURPOSE

The purpose of this report is to obtain approval to award Contract 2016-3E. The project includes the reconstruction of Francis Street from Wellington Street to Railroad Avenue as well as two miscellaneous sewer projects: a sanitary sewer replacement on Haviland Crescent and a new storm sewer on Summit Avenue east of Pim Street.

BACKGROUND

In the current Five Year Capital Road Reconstruction Plan, the reconstruction of Francis Street is planned for 2016.

Tenders received for Contract 2016-3E were opened at a public meeting Wednesday, May 4th, 2016 in the Steelton Room of the Civic Centre. Present at the opening were City staff and contractor representatives.

ANALYSIS

A total of three (3) tenders were received. All tenders submitted were found to be complete and are listed on the attached summary sheet. The low tender of **\$1,396,195** (including HST) was received from 1531161 Ontario Inc. o/a Boyer Construction. This is below the City's pre-tender estimate of \$2,020,000.

IMPACT

When recoverable HST and PUC costs are removed, the City's cost to complete this project is projected to be **\$1,156,631**. This is below the allocation in the 2016 capital budget of \$1,513,260. When individual budget allocations for Francis Street are viewed, the project is under the urban only allocation by \$86,185; it is under the overall capital allocation by \$540,223; and over the sanitary sewer budget by \$39,862. This project also included an allowance of \$200,000 from the sewer revenue budget for the Haviland Crescent sanitary

Francis Street Reconstruction

2015 05 16

Page 2.

sewer which is under by \$57,159. The project included an allowance of \$280,000 from unallocated 2015 Urban Only funds for the Summit Avenue storm sewer and the tender portion is also under by \$12,924. To complete this work, the intersection of Pim Street and Bellevue Avenue will be closed for a 2 to 3 day period.

STRATEGIC PLAN

Reconstruction of Francis Street is linked to Objective 1B, Transportation Network Improvements, while the Summit Avenue storm sewer and Haviland Crescent sanitary sewer are linked to Objective 1A, Environmental Leadership both under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2016 05 16 concerning the Reconstruction of Francis Street be received and the recommendation that Contract 2016-3E be awarded to Ontario Inc. o/a Boyer Construction, be approved.

By-law **2016-61** authorizing execution of Contract 2016-3E the reconstruction of Francis Street and By-law **2016-62** authorizing the road closure of Francis Street from Wellington Street to Railroad Avenue and Summit Avenue from Pim Street to Bellevue Avenue from June 1st, 2016 until October 31st, 2016 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiell, P. Eng.
Design & Construction Engineer

Recommended for approval



Jerry Dolcetti, RPP
Commissioner

Attach.



2016 05 05

Our File: Contract 2016-3E

CONTRACT 2016-3E

RECONSTRUCTION OF FRANCIS STREET SANITARY MAIN ON HAVILAND CRESCENT STORM MAIN ON SUMMIT AVENUE

SUMMARY OF BIDS

CONTRACTOR	TOTAL BID PRICE
1531161 Ontario Inc. O/A Boyer Construction	\$1,396,195.51
Ellwood Robinson Limited.	\$1,431,877.18
Palmer Construction Group Inc.	\$1,917,107.04
Pre-Tender City Estimate	\$2,000,000.00



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Victoria Prouse, Project Coordinator
Downtown Development Initiative
DEPARTMENT: Engineering and Planning Department
RE: Etienne Brule Orchard Project Awarded CN EcoConnexions Grant

PURPOSE

On April 22, the City was advised that it has been awarded a \$25,000 CN EcoConnexions *from the Ground Up* Grant for the Etienne Brule Orchard Project. This report informs City Council of the conditions of funding.

BACKGROUND

From the Ground Up matches funding up to \$25,000 for the greening of municipal properties across Canada to enhance community environmental and social health and well-being. It is a partnership between CN, Tree Canada, and Communities in Bloom. Projects are evaluated based on the following criteria: community engagement, sustainable development, technical expertise, recognition of CN's funding, and budget. Planning staff's 2015 06 22 Report to Council identified the Program as a potential funding source for the proposed urban orchard and sugar bush components of the Etienne Brule School Community Partnership Project.

ANALYSIS

Funding is conditional on four requirements:

1. *Launch Event*

Celebratory launch events are required as part of the program and must take place within the 2016 calendar year. Representatives from CN, Tree Canada, and Communities in Bloom will be in attendance.

2. Final Report

A final report including cost breakdowns of how the funding was spent must be submitted before the full amount of funds is released to the City. Reports are due November 30, 2016.

3. Rail Safety

CN asks recipients to formally consider before Council the adoption of the 2013 RAC-FCM Guidelines for New Development in Proximity to Railway Operations to address the safety and well-being of communities. The City's existing Official Plan implements a previous version of these guidelines. Policy TR.8 requires Planning staff to ensure that appropriate safety measures are provided to the satisfaction of the City in consultation with the appropriate railway company for development adjacent to railway corridors. Adoption of the 2013 guidelines will occur as part of the Official Plan comprehensive review process.

4. Signed Agreement

A formal agreement (attached) between the City and Communities in Bloom must be signed.

IMPACT

The City's matching contribution to this project will be obtained from the \$160,000 allocated to extend the John Rowswell Hub Trail through the Etienne Brule property.

STRATEGIC PLAN

This project reinforces the Corporate Strategic Plan's objective of "Enhancing Quality of Life". Specifically, the project supports the Downtown Development Initiative and Canal District Neighbourhood Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of Victoria Prouse dated 2016 05 16 concerning the CN EcoConnexions grant be received and that City Council approve the signing of the attached agreement between the City of Sault Ste. Marie and Communities in Bloom.

By-law 2016-53 appears elsewhere on the Agenda and is recommended for approval.

EcoConnexions Grant

2016 05 16

Page 3.

Respectfully submitted,



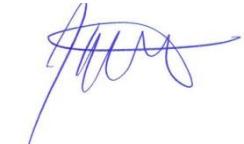
Victoria Prouse
Project Coordinator
Downtown Development Initiative

Recommended for approval



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

VP:ps

Attachment(s)



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT: Legal Department
RE: Acquisition of Property – 127 and 129 Gore Street

PURPOSE

The purpose of this report is to request Council's authorization to purchase 127 and 129 Gore Street, Sault Ste. Marie, Ontario to assist with the Gore Street reconstruction project to be undertaken this summer.

BACKGROUND

As part of the Downtown Development Initiative, the City will be reconstructing the Gore Street roadway. The City's Planning Department identified that given the extent of the required work, existing on-street parking will not be available during construction. The project team recommended that off-street parking be provided to minimize impact.

At a public Open House, the property owner of 127 and 129 Gore Street ("Subject Property") approached City Staff and advised that he was willing to sell both properties. At a City Council Caucus meeting held February 8, 2016, Planning Staff advised same, and further commented that given that the Subject Property abuts a City owned and maintained laneway connecting Gore Street to Andrew Street, the Subject Property would be an ideal size for a parking lot and would facilitate other matters related to the reconstruction project.

ATTACHMENT

Attached to this report is a drawing which identifies 127 and 129 Gore Street.

ANALYSIS

The properties located at 127 and 129 Gore Street are assessed at \$42,000.00 and \$55,000.00 respectively, totalling \$97,000.00. The Legal Department negotiated the sale of the Subject Property for the total purchase price of

Report to Council – Acquisition of Property – 127 and 129 Gore Street
2016 05 16
Page 2.

\$99,000.00. The property owner shall be responsible for all of his own legal fees for the closing of both properties comprising the Subject Property. The sale would close on May 31, 2016.

IMPACT

The Planning Department confirms that there are sufficient funds in the Property Purchase Fund to acquire the Subject Property and demolish the buildings.

STRATEGIC PLAN

The redevelopment of Gore Street is a major part of the Downtown Development Initiative as identified in the City's Strategic Plan.

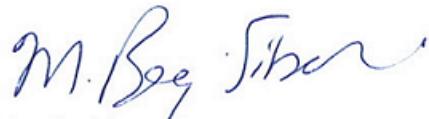
RECOMMENDATION

It is therefore recommended that Council take the following action:

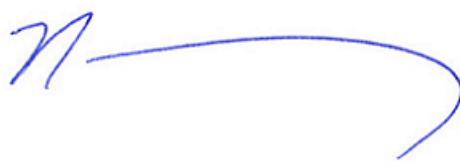
That City Council authorize the acquisition of 127 and 129 Gore Street and all costs related thereto to assist with the Gore Street reconstruction project.

By-law 2016-63 authorizing same appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Recommended for approval



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel

Nuala Kenny
City Solicitor

MBS/md
Attachment

\citydata\LegalDept\Legal\Staff\COUNCIL REPORTS\2016\Acquisition of 127 and 129 Gore Street.docx



ET

159	157	149	141	135	131	128		113	SF 16
F	SF	SF	SF	2F	SF	SF	SF	SF	
			SF	2F	SF	SF	SF	SF	
12	154	142		122	118	114		SF	SF 177

ET

159	157	163	147	143	141	135	129	126	123	119	115	SF 173
SF	2F	2F	SF	167-173								

F	2F	SF	2F	2F	SF	SF	3F	SF	SF	SF	SF	2F	6F
32	156	150	148	144	140	134	130	126	124	120	114	112	104

→102

5	189	151	145	141	137	131	127	121	118	111	107	102
-	SF	3F	SF	3F	SF	SF	SF	SF	3F	SF	SF	

SF	2F	3F	SF	2F	SF	3F	SF	PARKING	SF	SF	127
162	156	152	146	144	140	134	132	126	SF	COM	120

→102

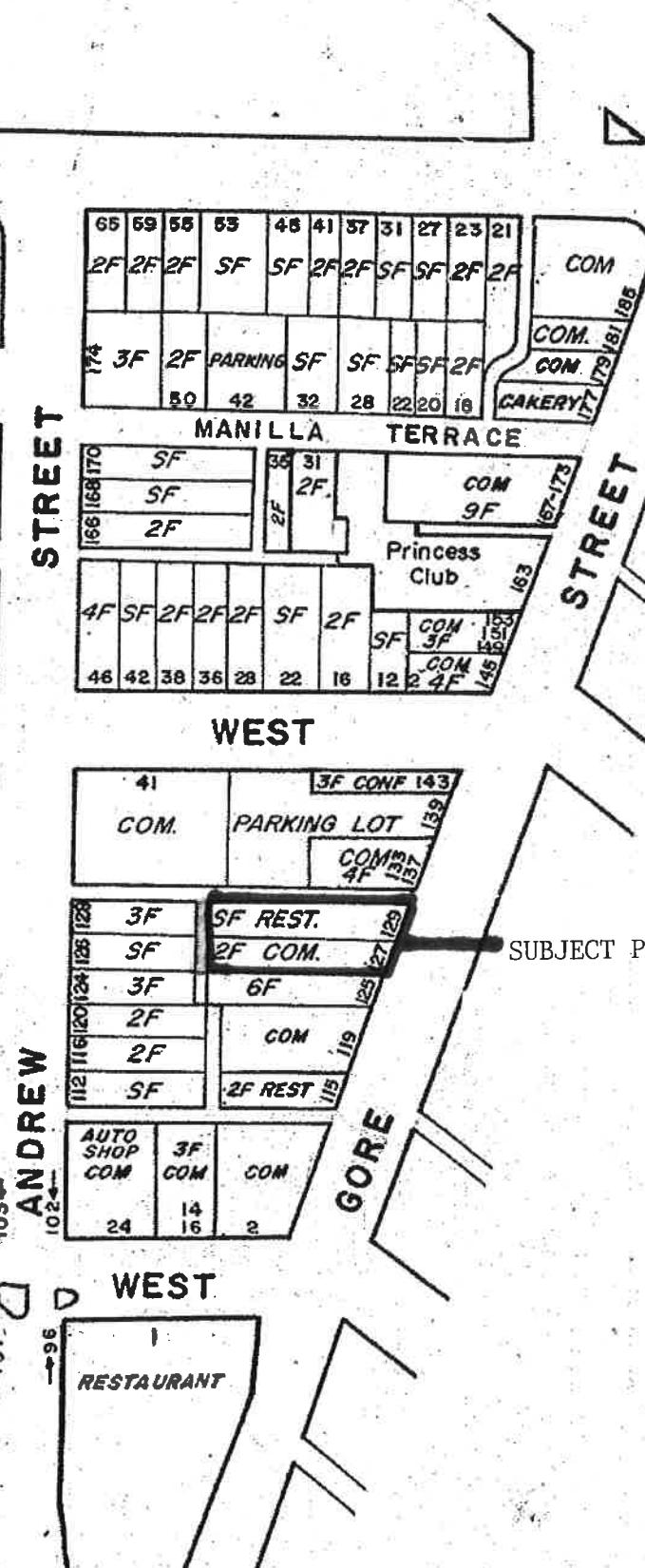
PARK	AVENUE	SSM	36	Queen St West	DEPOSITORY	PARK	36

→101

ET	103	102	102	102	102	102	102	102	102	102	102	102

→97

→96





COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng.
DEPARTMENT: Public Works and Transportation Department
RE: Freecycle Event - 2016

PURPOSE

The purpose of this report is to inform Council of the public initiative called Sault Freecycle that is to be held on Saturday, May 28, 2016. Attached is a copy of the poster announcing the event and indicating where additional information can be found.

BACKGROUND

Since 2012, a Freecycle Event has been held in the City of Sault Ste. Marie – organized and advertised by local resident, Anita Beckett. Council and staff have supported her and the event, in-kind. Sault Freecycle is a waste diversion effort that involves residents placing material at the curb for the day of the event and allowing others in the community to take, free-of-charge, their trash and turn it into their treasure.

Items brought to the curb should clearly be marked with a 'FREE' sign. If items remain unwanted by 9:00 pm that day, it is the resident's responsibility to remove the items from the curb. It is encouraged that uncollected items be donated to the charity of your choice.

Public Works and Transportation is in support of this event as these items would otherwise make their way into the landfill site. Diversion and reuse of the material is always encouraged. As 2016 is the first Spring with no 'free week' at the landfill we are hoping the general public actively takes part in this event.

ANALYSIS

The event works to extend the life of the landfill which is critical. Public events such as Freecycle are encouraged and educating the public on 3R's – reduce, reuse and recycling opportunities - is always welcome.

Report to Council – Freecycle Event

2016 05 16

Page 2.

IMPACT

This event has no financial impact to the City and does not affect staffing. It does make a positive impact on the environment.

STRATEGIC PLAN

This report does not link to the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Deputy Commissioner concerning Freecycle be received as information and furthermore that the event be supported by Council and staff.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Deputy Commissioner

Recommended for approval



Larry Girardi
Commissioner

SATURDAY, MAY 28, 2016

*Place unwanted items at the curb and clearly mark with a 'FREE' sign or sticker.

*Ensure anything that you want to keep is well away from your give-away items.

*Remove uncollected items from the curb by 9:00 p.m. on May 28, 2016. They can be donated to a local organization. See Facebook page for a list.

*Use the hash tag #saultfreecycle to advertise your items & post them on the Facebook page or on Twitter.



saultfreeecycle@gmail.com



www.facebook.com/saultfreeecycle



@saultfreeecycle



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, Deputy Commissioner
DEPARTMENT: Public Works and Transportation Department
RE: 2016 Ditching Program

PURPOSE

The purpose of this report is to inform Council of the proposed 2016 Ditching Program.

BACKGROUND

Each year the ditching program is reported to Council, for their information. This year it is proposed that the program include the re-ditching of approximately 13,885 metres of ditches to improve drainage along municipal roadways. Attached is the listing of the 2016 locations. The program represents approximately 2.71% of the total 512,000 meters of ditches maintained by the City. The budget for this program is \$180,699.

ANALYSIS

Typically, each year the program has been compiled from requests from Councillors, residents and staff. Budgetary constraints allow for a limited amount of work to be undertaken each year. It is necessary to prioritize the requests and normally not all requests can be accommodated. Prioritization of the list considers flooding issues as a much higher priority than cosmetic concerns. Some of the ditching requests may not be included on the final list due to physical constraints (lack of grade) in an area. The solution may require that a storm sewer be installed to address the drainage issues.

It is proposed that the ditching program commence May of this year with a completion date in October.

IMPACT

The proposed program maximizes the assigned operational budget for ditching.

STRATEGIC PLAN

The ditching program is not linked to any activity of the Corporate Strategic Plan.

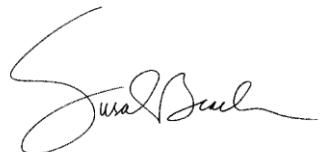
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of 2016 Ditching Program dated 2016 05 16 concerning PWT ditching program be received as information.

Respectfully submitted,

Recommended for approval



Susan Hamilton Beach
Deputy Commissioner



Larry Girardi
Commissioner, PWT

2016 DITCHING PROGRAM

STREET	FROM	TO	METERS	DESCRIPTION
GIBB STREET	CIVIC 171	CIVIC 149	100	WEST SIDE
GLENWOOD DRIVE	CIVIC103	GIBB	290	SOUTH SIDE
BAY ROAD	DACEY	DEAD END	120	SOUTH SIDE
ADRIAN DRIVE	CIVIC 106	KERR	40	SOUTH SIDE
EASTERN AVENUE	CIVIC 242	GIBB	115	NORTH SIDE
SUTTON PLACE	CIVIC 235	CIVIC 47	55	SOUTH SIDE
VERA STREET				HAND DITCH AS REQUIRED
ADELINE AVENUE	VERA	ANNA	90	EAST SIDE
LAWSON AVENUE	CIVIC 23	MANITOU	75	SOUTH SIDE
JEAN AVENUE	CIVIC54	MANITOU	130	NORTH SIDE
WIBER STREET	CIVIC 135	AMY	80	WEST SIDE
AMY AVENUE	CIVC 72	WIBER	35	NORTH SIDE
MANITOU DRIVE	JEAN	DEAD END	560	BOTH SIDES 280X2
LESLIE STREET	MARWAYNE	WILLOUGHBY	200	WEST SIDE
ALBION STREET	MARWAYNE	WILLOUGHBY	200	EAST SIDE
CALEDON A STREET	MARWAYNE	WILLOUGHBY	200	EAST SIDE
BOEHMER BLVD.	MARWAYNE	WILLOUGHBY	200	WEST SIDE
LAURENTIAN DRIVE	CIVIC 42	GREAT NORTHERN	120	NORTH SIDE
ORYME AVENUE	ELMWOOD	CIVIC 31	150	SOUTH SIDE
STEVENS STREET	CIVIC 44	WEST DEAD END	80	NORTH SIDE
CAMERON AVENUE	CIVIC 79	CHAMPLAIN	120	WEST SIDE
KNOX AVENUE	WILSON	BEECH	60	NORTH SIDE
TADCASTER PLACE	CIVIC 31	NORTHERN AV	110	WEST SIDE
TERRANCE AVENUE	CIVIC 213	OLD GARDEN	100	SOUTH SIDE
EASTWOOD STREET	TERRANCE	CIVIC 31	90	EAST SIDE
OLD GARDEN RIVER ROAD	CIVIC248	TERRANCE	180	WEST SIDE
OLD GARDEN RIVER ROAD	CIVIC 1141	BRIDGE	100	EAST SIDE
OLD GARDEN RIVER ROAD	CIVIC 1207	LANDSLIDE	100	EAST SIDE
OLD GARDEN RIVER ROAD	CIVIC 1286	LANDSLIDE	130	NORTH SIDE

FISH HATCHERY RD	CIVIC 50	LANDSLIDE	180	NORTH SIDE
FOURTH LINE EAST	CIVIC 856	876	60	NORTH SIDE
CARLETON AVENUE	ADELAIDE	SHERBOURNE	100	SOUTH SIDE
WEST PERTH BAY ROAD	TALLACK	CIVIC 70	60	HAND DITCH AS REQUIRED
HILLSIDE DRIVE	CIVIC 20	CIVIC 44	115	NORTH SIDE
SECOND LINE EAST	CIVIC 20	EVERETT	100	EAST SIDE
SECOND LINE EAST	CIVIC 65	FORT CREEK	200	SOUTH SIDE
SECOND LINE WEST	CIVIC 129	MOODY	120	SOUTH SIDE
BRULE ROAD	CIVIC 318	CIVIC 31	30	EAST SIDE
MURTON AVENUE	CIVIC 12	KINGSFORD	25	WEST SIDE
MOSS ROAD	CIVIC 235	POLE 14939	50	WEST SIDE
MOSS ROAD	CIVIC 353	CIVIC 265	115	WEST SIDE
COOPER STREET	SECOND LINE	CIVIC 602	400	EAST SIDE
PATRICIA AVENUE	DEAD END	CIVIC 114	20	NORTH SIDE
WALTERS STREET	DEAD END	CREEK	110	IN DEAD END
CHIPPEWA STREET	GOULIAS	BROADVIEW	330	SOUTH SIDE
CHIPPEWA STREET	CIVIC 130	CIVIC150	130	NORTH SIDE
AMHERST STREET	CIVIC 54	AVON	120	NORTH SIDE
GLASGOW AVENUE	CIVIC 288	ASQUITH		HAND DITCH AS REQUIRED
LAURIER AVENUE	CIVIC 402	CIVIC 394	30	EAST SIDE
LAURIER AVENUE	DEAD END	CIVIC 433	150	WEST SIDE
ALLENS SIDE ROAD	CIVIC 129	CIVIC 55	110	WEST SIDE
SECOND LINE WEST	ARDEN	CIVIC 832	80	NORTH SIDE
SECOND LINE WEST	CIVIC 819	WHITNEY	50	SOUTH SIDE
SECOND LINE WEST	CIVIC 968	CIVIC 996	100	NORTH SIDE
ARABIAN COURT	CIVIC 353	RAVINE	150	SOUTH SIDE
SECOND LINE WEST	CIVIC 1150	BROOS	650	NORTH SIDE
BROOS ROAD	SECOND LINE	WILKS	80	EAST SIDE
ANDERSON ROAD	CIVIC 76		150	OFTTAKE DITCH
WILKS STREET	ANDERSON	BROOS	350	BOTH SIDES 175X2
SUNSET COURT	CIVIC 12	ANDERSON	100	EAST SIDE
SUNSET DRIVE	CIVIC 16	CIVIC 40	160	SOUTH SIDE AND OFTTAKE BESIDE
SUNSET DRIVE	CIVIC 4	ANDERSON	60	SOUTH SIDE
WALLACE TERRACE	CIVIC 1137	CIVIC 1181	100	SOUTH SIDE

RANSOME DRIVE	ALLENS	CIVIC 43	200	SOUTH SIDE
NIXON ROAD	SECOND LINE	DEAD END	800	WEST SIDE
SECOND LINE WEST	CIVIC 1287	NIXON	180	SOUTH SIDE
BASE LINE ROAD	LEIGHS BAY	CIVIC 976	320	NORTH SIDE
LEIGHS BAY ROAD	CIVIC 607	CIVIC 689	280	WEST SIDE
SECOND LINE WEST	LEIGHS BAY	WESTERLY	200	NORTH SIDE
LEIGHS BAY ROAD	CIVIC 1457	CIVIC 1487	100	WEST SIDE
CARPIN BEACH ROAD	THIRD LINE	CIVIC 1212	180	EAST SIDE
BASE LINE ROAD	CARPIN BEACH	CIVIC 1363	350	SOUTH SIDE
SECOND LINE WEST	CIVIC 2235	TOWN LINE	450	SOUTH SIDE
TOWN LINE ROAD	CIVIC 424	CIVIC 382	250	EAST SIDE
TOWN LINE ROAD	CIVIC 656	BRIDGE	300	EAST SIDE
BASE LINE ROAD	CIVIC 1656	TOWN LINE	300	SOUTH SIDE
AIRPORT ROAD	POLE 17225	POLE 17234	400	WEST SIDE - SOUTH OF AIRPORT
PARKEWOOD DRIVE	CIVIC 28	CIVIC 58	200	NORTH SIDE
PARKEWOOD DRIVE	CIVIC 74	PARKELANE	350	SOUTH SIDE
PARKELANE COURT	OFFTAKE	DITCH	150	BETWEEN CIVIC 19&24
BASE LINE ROAD	PARKEWOOD	WESTERLY	60	BOTH SIDES -30M X 2
SHATRUCK DRIVE	SUNNYSIDE	NORTHERLY	400	BOTH SIDES - 200M X 2

13885



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Mike Blanchard, Manager of Equipment/Building Mtce.
DEPARTMENT: Public Works and Transportation Department
RE: Public Works New Equipment Needs 2016

PURPOSE

The purpose of this report is to seek approval to prepare specifications to solicit bids for the various pieces of equipment listed in the attachment of this report.

BACKGROUND

On an annual basis, the Public Works Department brings to Council, a proposed list of equipment, purchases and trade-ins for the upcoming year as part of our fleet management program. This year's list is attached, as well as a detailed report on each piece of equipment required.

ANALYSIS

This spring, the Public Works Divisional Managers compiled a list of equipment needs and replacement for 2016. The Manager of Equipment and Buildings compiled the lists of equipment and established a budget figure within the existing available reserves. The 2016 Budget figure for the required equipment from the Public Works Equipment Reserve is \$1,177,000. Also required from this reserve is the rebuild cost for the landfill compactor at a budget of \$855,549.

IMPACT

These capital purchases will be coming from the Public Works Equipment Reserve.

STRATEGIC PLAN

This initiative is keeping with the Strategic Plan, Objective 1C – Property Management and Development for the PWT Equipment Program Review.

2016 05 16

Page 2.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Equipment and Building Maintenance be approved; furthermore that staff be authorized to prepare specifications to solicit bids for the various pieces listed and furthermore that each bid will be awarded in accordance with the City's Procurement Policies and Procedures.

Respectfully submitted,



Mike Blanchard
Manager of Equipment and Building
Maintenance

Recommended for approval



Larry Girardi
Commissioner

Proposed New Equipment for 2016			
Public Works & Landfill			
Item	Quantity	Proposed New Equipment	Trade In
1	1	Sander	#250 - 2004 Sterling Sander
2	1	Street Flusher	#277 - 1995 Ford Street Flusher
3	1	Vacuum Street Sweeper	#811 - 2005 Elgin Whirlwind Vacuum
4	1	Asphalt Roller w/trailer	#1006 - 1999 Bomag Vibratory Roller
5	1	Utility Work Machine	N/A
6	1	Dust Collection System - Carpenter Shop	N/A
7	1	Garbage Bin	N/A
8	1	15,000# Two Post Automotive Hoist - Mechanic Shop	N/A
9	1	Fire Alarm and Electrical System for Buildings "I", "K" and "O"	N/A
10	1	Certified Rebuild Landfill Compactor/with Rental	N/A

Parks			
Item	Quantity	Proposed New Equipment	Trade In
11	1	Grass Trailer	#1341 - 1990 Grass Trailer
12	1	Crew Cab 3/4 ton truck	#192 - 2001 Chev One Ton

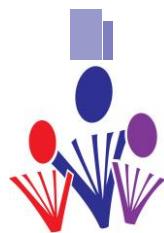
Operations Hired Equipment			
Item	Quantity	Proposed New Equipment	Trade In
13	2	Municipal Graders (Lease)	#593 & 597 2011 Volvo Grader (Lease)

City of Sault Ste. Marie
Public Works and Transportation - Buildings and Equipment Division
Budget Detail Estimates 2016

Prepared By: Mike Blanchard		
Item	Description Detail:	Date:
1	Public Works has seven dedicated trucks used to spread sand and salt for winter operations. In the summer months these trucks are used for summer construction projects. This unit has a belly blade to clear slush and snow. Replacement Detail: #250 2004 Sterling Sander Truck This unit has been in our fleet for 12 years. Sanders are used extensively during the winter months and are subject to corrosion and abrasive sand. It is not considered cost effective to continue to repair this plow truck considering its use, corrosion due to winter operations.	Status Replacement
2	Description Detail: One (1) Street Flusher This piece of machinery is a key piece used by the Public Works Department for street cleaning especially during the sand clean up sweeping season. It is used to keep dust down during sweeping operations and also to wash the roads. Replacement Detail: #277 1995 Street Flusher Because of the age of the unit and the harsh work it completes, it is not considered cost effective to continue to repair this unit. This unit is over 20 years old and repair parts are not available.	Status Replacement
3	Description Detail: One (1) Vacuum Street Sweeper Public Works requires Vacuum Sweepers to preform clean up of winter sand and salt. This unit works throughout the summer on night shift cleaning subdivision streets as required. Replacement Detail: #811 - 2005 Elgin Whirlwind Vacuum Sweeper This unit has been in our fleet for 11 years. Because of the harsh abrasive work that it completes it is not cost effective to continue to repair this unit.	Status Replacement

Item	Description Detail: One (1) Asphalt Roller w/trailer	Status
4	This unit is used by various construction crews for pothole patching and lateral restoration of asphalt throughout the City.	Replacement
	Replacement Detail: #1006 - 1999 Bomag Roller	
	This unit sees heavy use throughout the spring, fall and summer construction season. It requires hydraulic repairs and is no longer cost effective to continue to repair.	
Item	Description Detail: One (1) Utility Work Machine	Status
5	This unit is used by Landfill employees as transportation around the landfill, sweeping operations, snow removal, forklift and snow blowing.	New
	Description Detail: One (1) Dust Collection System - Carpenter Shop	
6	This piece of equipment is installed in the Carpenter Shop to collect dust and provide good air quality. This is a health and safety requirement.	New
Item	Description Detail: One (1) Garbage Bin	Status
7	These bins are used to sort refuse at the Landfill. They transport the refuse from the bin area into the landfill. They receive harsh use and require complete replacement. Old bins are recycled.	Replacement
	Description Detail: One (1) Automotive Lift for Mechanic Shop	
8	This piece of equipment is required to replace the Bishamon Automotive Hoist in the Mechanic Shop. This lift is obsolete and parts for repairs are no longer available.	Replacement
Item	Description Detail: One (1) Fire Alarm & Electrical for Building I,K,O	Status
9	This item is a risk management improvement. Many of the equipment storage buildings at PWT have no fire alarms. A fire would put PWT programs at risk.	New

Item	Description Detail: One (1) Caterpillar Certified Rebuild of Landfill Compactor	Status
10	This unit has spiked wheels that break up refuse and packs it in the landfill to extend the life of the landfill. This machine is in need of an overhaul to keep it running efficiently for the next 7 to 9 years. This overhaul is considered a Caterpillar Certified Rebuild by the local Toromont Caterpillar Dealer. For this reason this will be a "SOLE SOURCE" project awarded to Toromont of Sault Ste. Marie. This is considered a Caterpillar Certified Rebuild which will bring this machine to new condition with full warranties and a new serial number. This includes the rental of an equivalent machine during the overhaul period.	Rebuild
Item	Description Detail: One (1) Grass Trailer	Status
11	This trailer is used by Parks workers and students in the summer months to transport riding mowers and whippers to various Parks throughout the City to perform grass maintenance.	Replacement
	Replacement Detail: #1341 - 1990 Grass Trailer	
	Due to the condition and age of this unit it is not considered cost effective to continue to repair.	
Item	Description Detail: One (1) 6 Man Crew Cab 3/4 ton Pickup	Status
12	This unit is used by students and Parks workers to tow grass trailers and transport workers and tools to the job site.	Replacement
	Replacement Detail: #192 Chev One Ton	
	Due to the condition and age of this unit it is not considered cost effective to continue to repair.	
Item	Description Detail: Two (2) Municipal Graders - Leased	Status
13	These Graders are essential as they are used throughout the City for Winter Operations of clearing snow and cutting roadway ice. Leasing of equipment gives the stability of new equipment on a regular basis while allowing for Capital Equipment funds to be used for the purchase of other essential equipment. Funding from Operations Hired Equipment Cost Centre.	Replacement
	Replacement Detail: #593 & #597 2011 Volvo Graders - Leased	
	The five year lease on these two graders has expired as of April 15, 2016.	



Sault Ste. Marie Public Library

REPORT TO CITY COUNCIL

“Libraries store the energy that fuels the imagination. They open up windows to the world and inspire us to explore and achieve, and contribute to improving our quality of life.”

Sidney Sheldon

“One stop . . . *endless possibilities*”

EXECUTIVE SUMMARY

The Public Libraries Act, RSO 1990, governs the operation of libraries in Ontario. It is the Public Library Board's duty to provide comprehensive and efficient public **library service** that reflects the community's unique needs. As per the Public Libraries Act 19(1), a board requires the consent of the appointing municipal council for all matters regarding **real estate property**.

The eleven members of the Sault Ste. Marie Public Library Board appointed by this Council are diligent in addressing their fiduciary duties and continue to uphold the public's trust to ensure that Sault Ste. Marie's libraries are well-run, meet the needs of community members while responding to changing environments and in safeguarding the right of every citizen to receive equitable and unfettered access to excellent library services and collections including the internet and computers.

The Mayor and some of the Council members in speaking with several of the Sault Ste. Marie Public Library Board members discussed concerns about the library operations at the Churchill Branch Library. This report provides information to assist Council in making a decision in the matters of real estate property. The Sault Ste. Marie Public Library Board will continue in their mandate to determine the level of service in a financially responsible manner, while responding to the emerging and changing needs of the community's members.

This report reflects the research undertaken by the Sault Ste. Marie Public Library Board over the past 12 months, aligned with objectives in the Library's Strategic Plan: "being fiscally responsible, accountable and transparent" and to "provide prudent stewardship of resources".

The research included:

- Looking at other comparable communities in Northern Ontario and the library services provided;
- Assessing community needs (as identified in public input that informed the Library's Strategic Plan);
- Reviewing space requirements for collections, programming, archives and identifying areas of need;
- Identifying archival material accessibility challenges, space and environmental needs, stewardship for existing archives and the inability to accept additional materials;
- Review of operating costs, staffing levels, and other associated costs while being fiscally responsible in addressing community needs;
- Opportunities to partner in order to meet Library needs;
- Review of "Community Hubs in Ontario: A Strategic Framework & Action Plan";
- Advocacy for public libraries;
- Return on investment (Nordik Report – Dr. G. Broad 2015);
- Innovation Centre Report (showing library usage throughout the city);
- Succession planning based on senior management re-organization;
- Public input (face-to-face and online);
- Seeking other government support (ie. Grants such as Canada 150).

Based on the research, the Sault Ste. Marie Public Library made the determination "to close the Churchill Branch Library with the intention of pursuing a public library location at the Alexander Henry School site with the establishment at that location of a fully accessible and consolidated archives," with Council's consent.

The Board places great value on its continued efforts to provide library services in a fiscally responsible manner while meeting the needs of our community.

The costs, staffing requirements, benefits and drawbacks of maintaining the Churchill Branch at its existing location if a five year lease were negotiated and if such lease included “at risk” improvements to the site be undertaken by the landlord.

This chart details both the annual operating costs for the Churchill Branch Library in its current location as well as the projected 5 year costs based on current expenditures, the current collective agreements as well as cost of living increases and annual increases for utilities.

By 2020 the cost of operating the Churchill Branch Library will be \$522,659.26 which is an increase in the dollar amount of \$143,244.14.

Churchill Branch Library			
Associated Cost Items	Annual Operating Costs for 2016	Annual Projected Operating Costs for the Year 2020	5 Year Accumulated Projected Costs from 2016 to 2020
Library Materials (Books and Periodicals etc.)	\$22,428.00	\$26,240.00	\$170,312.62
Operating Expenses ie. Security, Machine Rental, Office, Janitorial	\$14,835.00	\$17,359.78	\$86,982.79
Rent (assuming no increase in rent for 5 yr lease)	\$107,042.12	\$107,042.12	\$535,210.60
Staffing*	\$178,000.00*	\$304,977.10*	\$718,221.28*
Benefits (3% increase yearly)	\$37,610.00	\$43,997.00	\$203,704.00
Utilities (2.3% increase yearly)	\$19,500.00	\$23,048.21	\$86,506.87
Totals	\$379,415.12	\$522,659.26	\$1,800,938.16

*Actual costs as Collective Agreements in place until 2018. It should be noted that should Churchill close, staff will need to be allocated to other sites to meet increased service demands.

Benefits	Drawbacks
Nice neighbourhood branch	Lease and maintenance costs continue to increase over time
Convenient to those in the area	Location is hidden
Status quo remains	Sustainability is questionable with budget considerations
	Space is limited for programming
	Large proportion of budget for small space
	Difficult to maintain current hours of operation given current budget
	Does not meet AODA accessibility requirements without extensive renovations and reduction of collection (washrooms, both entrances, shelving)

The potential for alternate sites for an east-end library within the City of Sault Ste. Marie and the estimated costs, staffing requirements, benefits and drawbacks of relocating the existing east end Churchill Branch within the City of Sault Ste. Marie.

This chart provides options for other east-end physical library spaces along with the costs associated. The MacDonald Avenue sites would be designed to hold small, popular collections as well as allowing patrons to pick up the holds they have placed on items held at the other library locations.

	Wellington Square Site	MacDonald Ave. Site #1	MacDonald Ave. Site #2
Operating Costs* (Excluding Staffing, but including utilities)	\$272,335.00 (includes \$100,000 in necessary <u>basic</u> renovation costs)	\$37,682.50 ("turn-key" ready)	\$18,933.75 ("turn-key" ready)
Square Footage	10,000	3,000	1,365
Operating Costs Per Square Foot	\$27.23	\$12.56	\$13.87
One Time Moving Costs	\$15,553.00	\$15,553.00	\$15,553.00
FTE Staff	3.8	2*	2*
Salary Costs	\$178,000.00	\$91,442.64	\$91,442.64
Benefits Costs	\$37,610.00	\$18,805.00	\$18,805.00

*staffing based on operating 24 hours per week.

Benefits	Drawbacks
East end location	Lease and maintenance costs continue to increase over time
Convenient to those in the area	Location is hidden
Smaller sites would meet basic library needs; would be designed to hold small, popular collections and allow patrons to pick up holds	Smaller sites have one washroom for staff and patrons
Smaller site costs are less	Space is limited for programming at smaller sites
Archives could be located at Wellington Square site	Potential accessibility issues at smaller sites
	Difficult to maintain current hours of operation given current budget
	Wellington Square Mall site would require an additional \$200,000 in renovations to have "turn-key" ready operation

Provide report on alternate service delivery formats that would maintain some physical space within the east end, while exploring whether any potential public-private partnerships could be formed to reduce the annual costs to taxpayers of the City of Sault Ste. Marie for providing a physical library space within the east end of the City of Sault Ste. Marie.

This chart details the alternate service delivery formats available and the costs associated in providing them for the east-end of the City of Sault Ste. Marie. The Visiting Library Service, the book vending machines and pop up library services could be combined so that library staff are on hand certain days of the week to sign people up for library cards as well as stocking the machines with books. A pop up library can offer all the services available at a bricks and mortar library including library collections, public internet access computers and sign up for library membership cards.

	Expanded Visiting Library and CELA Service	Book Vending Machine at Churchill Plaza Metro *	Book Vending Machine at Other East-End Location	Pop Up Library Service
Equipment Costs	\$0.00	\$50,000.00	\$50,000.00	\$12,500.00
Annual Maintenance	\$0.00	\$5,000.00**	\$5,000.00**	\$500.00
FTE Staff	0.25	0.4	0.4	0.35
Salary Costs	\$13,188.24	\$20,515.04	\$20,515.04	\$17,584.32
Internet Access	\$0.00	\$1,350.00***	\$1,350.00***	\$1,020.00***
Integrated Library System Module	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00

* This option has been discussed with the Metro Grocery Store located in the Churchill Plaza and would require additional approval from Head Office.

** Cost of maintenance contract for first 5 years.

*** Mobile internet plan and device for areas without access to Shaw Wifi.

The Library's Visiting Library Service and CELA (Centre for Equitable Library Access) provides all members of our community with library resources they need. These include community members with print disabilities and our community members who are not able to visit their local library.

Pop Up Library Service is an excellent advocacy, marketing and promotions tool. A table, cart of books, laptop or iPad for checkout and patron registration provides library service.



Provide an estimated budget for the Sault Ste. Marie Public Library showing the costs, staffing requirements, benefits and detriments if only the Korah Branch and Centennial Libraries were maintained.

This chart details the costs associated with the Sault Ste. Marie Public Library Board operating only the Centennial and Korah Branch Libraries

	Centennial Library	Korah Branch Library
Salaries	\$1,891,108.93	\$276,942.64
Benefits	\$435,640.00	\$55,845.00
Library Materials	\$158,257.00	\$44,856.00
Office Expenses	\$131,334.00	\$2,170.00
Operating Expenses	\$145,375.00	\$15,382.00
Equipment Purchases	\$44,250.00	\$0
Training	\$20,000.00	\$0
FTE Staff*	32.5	3.7
Totals	\$2,825,964.93	\$372,767.64
Combined Total		\$3,221,106.57

*Staffing levels reflect anticipated increased needs due to loss of third location.

Benefits	Drawbacks (Detriments)
Cost savings of \$46,306.43 could be used for much needed renovations at Centennial Library	Parts of the city would not have neighbourhood library service; Visiting Library Services program would have to be increased
Could potentially increase hours of operation at one or both sites, depending on budget	No added space for expanding archives
Electronic material collections could grow	Less space for physical collections
	Reduced programming due to limited space
	May result in staff layoffs

COMPARISON OF LIBRARY LOCATIONS

2016 Budget - \$3,267,413.00

(includes \$2,811,035 from Municipal Grant)

The annual cost recovery revenue received by the Sault Ste. Marie Public Library from the Contracting Communities is \$21,687.00. The annual cost for library services for each of the 1,206 contracting community library membership card holders is \$17.98.

	Centennial Library	Churchill Branch Library	Korah Branch Library	Northern Branch ** (HUB)	Wellington Square Branch **
Operating Costs* (Excluding Staffing)	\$293,639.00	\$147,335.00	\$35,102.00	\$92,460.00 plus 5% annual rent increase	\$272,335.00
Square Footage	33,150	4,574	6,050	10,000	10,000
Operating Costs Per Square Foot	\$8.85	\$32.21	\$5.80	\$9.24	\$27.23
FTE Staff	32.5	3.8	3.7	3.8***	3.8***
Additional One Time Costs				\$45,000.00	

* Operating costs include: office expenses, rent (if applicable), security, maintenance, machine rental, janitorial costs, and utilities.

** This would require Council's approval.

*** This is an approximation of the staff required. The appropriate staffing levels would be determined based on need.

Benefits of Northern Branch	Drawbacks of Northern Branch
Additional space to establish Archives that are accessible	East end residents would have to travel to Centennial Library (additional 3 km) nearest branch
Cost per square foot significantly less than Churchill or any other proposed site (\$8.24) which also includes utilities, janitorial services and security.	It's change
HUB setting; input received from community in Strategic Planning sessions suggested library location in an educational setting	Road traffic could be increased in area
Location is in a high traffic area, near grocery store, Dollar Store, bank, Lowes, a similar setting to the current east-end location	

Benefits of Northern Branch	Drawbacks of Northern Branch
Additional space for programming to reflect changing needs in library services	
In proximity to many schools: consolidated St. Basil elementary school, Northern Heights, St. Mary's College, Superior Heights, Rosedale Fr. Immersion, Notre Dame, concentrated multi-family dwellings	
Alexander Henry site has highest community school use; increased visibility of library	
Cost savings over time to allow for continued updating and revitalizing of Centennial Library	
Aligns with the city's Strategic Plan --Pillars - Infrastructure - Service delivery - Quality of life - Community development and partnerships	
Adequate parking and accessible parking for seniors	
Located at front of building for increased visibility	

Distances of Library Locations From Centennial	
	Centennial
Churchill Branch Library	3 km
Korah Branch Library	6.62 km
Northern Branch	4.19 km
Wellington Square Mall	4.91 km

ALEXANDER HENRY SITE MAP



david ELLIS architect inc.



VALUE AND IMPORTANCE OF ARCHIVES

The Sault Ste. Marie Public Library Archives has amassed an impressive collection since its creation in the early 1990's. Our archives documents the history of Sault Ste. Marie and Algoma Region dating back as early as 1822. Institutions like the Sault Ste. Marie Public Library Archives are important in order to preserve, promote and teach the history to our community. Material from our collection, including Dr. Roberta Bondar's flight suit, has been used in websites, university theses, magazine publications, and books by amateur, professional and academic researchers across North America. Mark Kuhlberg a professor from Laurentian University used material from our Abitibi Paper and Pulp in his 2015 book titled "In the power of the government: the rise and fall of newsprint in Ontario, 1894-1932" and Natural Resources Canada also used our forestry maps for their research paper titled "Ontario's forest composition prior to last spruce budworm outbreak" in 2014. The Library working with the Oral History Collection Project has agreed to maintain the stories gathered from our community members.

Some of the historically significant materials in the Archives:

F.H. Clergue	Algoma Steel
Col. Sydney Penhorwood	Community Directories (1901 +)
Thompson Edwin Durham	Algoma Fall Festival
Morley Torgov	Plummer and General Hospitals
Dr. Roberta Bondar	Ontario Women's Institute
Abitibi Pulp and Paper	Oral History Collection
Algoma Central Railway	Soo Opera Society
Algoma Ore Division	

With the establishment of an archive, the Sault Ste. Marie Public Library could assist the city with retaining and preserving records in a secure and accessible manner under the Municipal Act – Retention of Records.

The Board has investigated other options such as sharing archival space and holdings with the Sault Ste. Marie Museum and Algoma University. These options are not feasible as neither of those facilities have adequate space. The Sault Ste. Marie Public Library has had to decline acceptance of materials because of limitations on space in current locations.

COMPARISON COMMUNITIES IN NORTHERN ONTARIO

This chart compares the Sault Ste. Marie Public Library with other Northern Ontario Public Libraries.

Library	Cost per Resident	Population Size	Municipal Grant	Number of Service Points	Professional Librarians (Holds a Master of Library and Information Science Degree)	FTE Staff
Thunder Bay	\$50.99	108,359	\$5,526,100.00	4	9	53
Greater Sudbury	\$47.19	160,274	\$7,563,497.00	13	10	75
North Bay	\$38.54	53,651	\$2,067,518.00	1	4	24
Sault Ste. Marie	\$37.48	75,140	\$2,811,035.00	3	5	40
Timmins	\$35.78	43,165	\$1,544,721.00	2	2	19

DEMOCRAPHICS REPORT ON SAULT STE. MARIE ONTARIO

There is a significant portion of our population whose formal education does not meet the level required for competition in today's economic environment. The public library and its resources are able to assist our community members as they seek their future.

Based on the EDI (Early Development Instrument: A Tool for Monitoring Children's Development and Readiness for School) the children in our community entering Senior Kindergarten were not ready for school in several areas including the following:

- advanced literacy skills
- basic numeracy skills
- communication and general knowledge
- interest literacy/numeracy and memory

Total Population 15 Years of age and over Based on 2011 Census Information	
No Certificate, Diploma or Degree	12,725
High School Diploma or equivalent	18,075
Apprenticeship College, CEGP or other Non-University Certificate or Diploma or Trade Certificate or Diploma	6,125
College, CEGP or other Non-University Certificate or Diploma	14,440
University Certificate or Diploma below bachelor level	2,000
University Certificate, Diploma or degree	9,675

Families and Library Cards	
Number of Sault Ste. Marie Families	23,450
Number of Sault Ste. Marie Library Memberships*	18,919

*Library research has shown that often the female head of the family is the registered library card member for the family.

EVOLUTION OF LIBRARY PROGRAMMING

In the past 10 years there has been a 248 % increase in the attendance at library programs and the number of programs offered has increased by 2.93%.

Year	Program Type	# of Programs	# of Attendees
2005			
	Children	1,014	5,110
	Teen	1	364
	Adult/Senior	44	220
TOTAL		1,059	5,694
2015			
	Children	543	9,090
	Teens	64	444
	Adult	350	3,165
	Boomers and Beyond	99	1,660
	Multi-Generational	25	4,578
	Outreach	9	900
TOTAL		1,090	19,837

Sault Ste. Marie Public Library's FAQ

What are the main differences between College, University and Public Libraries?	<p>Public Libraries are funded primarily from the Municipality with some funding from the Province.</p> <p>Public libraries are available to everyone; maintaining programs and services to support young children, families, students, workers and seniors.</p> <p>The Public Library is open to the public throughout the year including Family Day. Closed only for public holidays.</p> <p>The Public Library offers free parking at all library locations.</p> <p>Sault College and Algoma University have academic libraries that support the research needs of faculty and post-secondary students. Consequently these libraries do not facilitate leisure reading or provide materials for children and young adults or community programs of any type.</p> <p>Sault College library is closed during the summer months</p> <p>Some fees and paid parking apply at both Sault College and Algoma University.</p>
Where would the Northern Library Branch be located?	The Northern Library would be located on the east side of the front of Alexander Henry facing Northern Avenue. Please see map – Page 10
What is the square footage compared to the other library locations?	Please Refer to Chart - Page 8
What is the cost per square foot at the Northern Branch versus the Churchill Branch location?	Please Refer to Chart – Page 8
Why is space needed for an Archives?	Please Refer to Page 11
What are some new Library Services options available?	<p>Book Vending Machines – These are designed to hold books and can be accessed with a library card 24 hours per day 365 days per year.</p> <p>Pop Up Library Services - This service can include modern book mobiles that have library materials, mobile wifi and computers for public use. They can travel to any location within the community and can offer library membership card sign up, library materials for check out, story times, as well as helping library patrons find resources they require.</p> <p>Expanded Visiting Library Service – The library currently offers Visiting Library Service to our seniors and shut-ins who are unable to come to the library. Books and library materials are selected based on input from the Visiting Library Service Client and delivered to them.</p> <p>CNIB – CELA (Centre for Equitable Library Access) has partnered with the Sault Ste. Marie Public Library to provide services for members of our community who have a physical, learning or visual disability that prevents them from reading conventional materials such as books, magazines, computer screens, and smart phones.</p>

COMMUNITY HUBS

In 2015 the Ontario government under the current Premier set up the Premier's Community Hubs Framework Advisory Group. This group developed the "Community Hubs in Ontario: A Strategic Framework & Action Plan" document. The link for this document is listed below:

<https://www.ontario.ca/page/community-hubs-ontario-strategic-framework-and-action-plan>

The focus was to determine the best way to provide direction for communities to assist in fostering deeply connected communities through reducing barriers to service.

The Framework included seven recommendations:

- integrate service delivery
- develop provincial strategy for public properties
- remove barriers and create incentives
- support integrated and longer-term local planning
- ensure financially sustainable community hubs
- increase local capacity
- evaluate and monitor the outcomes

Community hubs are not new to our community. Currently the Etienne Brule, the Neighbourhood Resource Centre on Gore Street, the four community hubs located in housing communities (Boston Avenue, Crawford Avenue, Chapple Avenue, and Second Line West) as well as the Best Start Hubs located at Holy Cross and Holy Angels, the Parent and Family Literacy Centres at Northern Heights, H.M. Robbins, River View and Pinewood schools all operate to meet the needs of the members of our community. These community hubs provide space, staff with expertise, and resources that are made available to assist our community in meeting their needs with respect to their mandates.

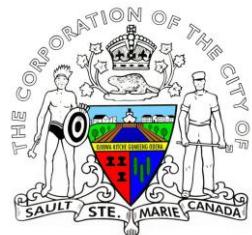
The Community Hub that the Sault Ste. Marie Public Library is in discussions with Algoma District School Board shares similar benefits. This gift from the Algoma District School Board affords both organizations the opportunity to create a delivery model that can serve as a best practice for other school boards and public libraries to follow. Through collaboration this partnership provides our community with the opportunity to be leaders in the development and delivery of services to our children, our youth and our community as a whole.

CONCLUSION

The Library Board is requesting the approval from this Council to move forward to be a progressive thinking city without adding any financial burden to our citizens:

- That the Churchill Branch Library be relocated to the former Alexander Henry site in a 10,000 square foot library with consolidated archives
- That the Sault Ste. Marie Public Library Board take this opportunity to strengthen library services across the entire city with this location and service levels to meet the needs of the residents of the east end of the City of Sault Ste. Marie
- That the Sault Ste. Marie Public Library continue to meet the needs of members of our community with visual and print disabilities through partnerships with the Canadian National Institute for the Blind (CNIB) and the Centre for Equitable Library Access (CELA) from three physical library locations

Christian C. Provenzano B.A., LL.B.
Mayor



Corporation of the City of
Sault Ste. Marie

May 6, 2016

The Honourable Minister Navdeep Bains
Minister of Innovation, Science and Economic Development
6660 Kennedy Road, Unit 210
Mississauga, ON, L5T 2M9

Dear Minister Bains:

RE: Sault College Application to Post-Secondary Strategic Investment Fund

I am writing this letter in support of Sault College of Applied Arts & Technology's (Sault College) application to the Post – Secondary Institution Strategic Investment Fund for support of the Institute for Environment Education and Entrepreneurship (iE3).

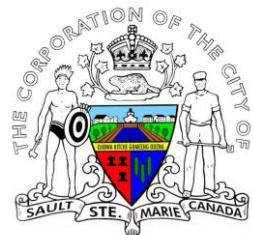
Sault College is a post-secondary leader in Ontario. In the 2016 Key Performance Indicators (KPI) report for public Ontario colleges, Sault College ranked first in the province for quality of facilities and resources, second for overall student satisfaction, and in the top three across most other measures. Over the course of the last five years, Sault College has ranked either first or second in the province for overall student satisfaction.

The Institute for Environment Education and Entrepreneurship is an exciting project that will build on Sault College's strengths, offering innovative programming that will assist in the development of the skilled workforce that is essential to a sustainable and dynamic economy.

I have reviewed the intention and parameters of the Post – Secondary Institution Strategic Investment Fund and there is no doubt that this project lands squarely within both. It is ready-made to carry out the aims and goals of the funding and, just as important, it has broader social and community benefit. The City of Sault Ste. Marie is working hard to diversify itself away from our dependency on our primary and historic economy. We consider Sault College a central partner in these efforts and believe that its development will be one of the catalysts of our larger collective success. Sault College's ability to attract students to our community, train our residents and offer innovating education and research opportunity is a vital aspect of our larger community development goals. The Institute for Environment Education and Entrepreneurship improves our capacity, in this respect, significantly.

.../2

Christian C. Provenzano B.A., LL.B.
Mayor



Corporation of the City of
Sault Ste. Marie

Page 2

You will find attached hereto a copy of a resolution which will be before our City Council on May 16th, 2016, which I expect will find unanimous support. I will forward you a copy of the endorsed resolution for your records and in further support of the application.

I appreciate the Ministry's thorough consideration of the application and would be happy to discuss the matter further or provide additional information and welcome any contact in that regard.

Sincerely,

Christian Provenzano

cc. City Clerk

Attachments: (1)



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Malcolm White, City Clerk
DEPARTMENT: City Clerk's Department
RE: Council Appointments – Algoma Board of Health

PURPOSE

This report provides information required by Council to proceed with filling two vacancies on the Algoma Board of Health.

BACKGROUND

The Algoma Board of Health is comprised of eight members appointed by municipalities (including three by City Council) and three members appointed by the Province. Presently there are two vacancies to be filled by City Council.

ANALYSIS

As previously reported to Council, Algoma Public Health (APH) has identified a number of skill/expertise areas that board members should possess. Attached to this report are a Director Job Description and Directors Profile Matrix provided by APH to assist Council in determining their appointments. In addition to the core skills/expertise areas outlined in the Directors Profile Matrix, APH has indicated their need for directors with skills/expertise in the following areas – Human Resources, Legal, Communications and Health Care.

Council will make their appointments using our current process as outlined in the Appointments to Boards and Committees policy. The list of interested persons is attached to this report and their applications and support material will be circulated under separate cover.

IMPACT

There are no financial or resource impacts associated with this report.

STRATEGIC PLAN

This item is not linked to an strategic plan activity.

Council Appointments – Algoma Board of Health

2016 05 16

Page 2.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated 2016 05 16 concerning Council Appointments – Algoma Board of Health be received as information.

Respectfully submitted,



Malcolm White

ALGOMA PUBLIC HEALTH UNIT
BOARD GOVERNANCE

Director Job Description

Position: **Board Member/Director**

Time commitment: Approximately 10-15 hours per month (board meetings, preparation, consultation, committee meetings)

Accountability

The Board of Health is collectively accountable to the communities, funders and other stakeholders, and the Province of Ontario. They are accountable for the organization's performance in relation to its mission and strategic objectives, for compliance with the Health Protection and Promotion Act and regulations and the Ontario Public Health Standards, and for the effective stewardship of financial and human resources.

Authority

Individual directors have no authority to approve actions by APH, to direct staff, or to speak on behalf of the organization unless given such authority by the board.

Responsibility

Directors are responsible for acting in the best long-term interests of the organization and the communities it serves in order to protect public health, and will bring to the task of informed decision-making a broad knowledge and an inclusive perspective.

Principal Duties

Every director of the Board of Health, including the Board's officers, is expected to do the following:

- Prepare for and participate in board meetings
- Regularly attend board and committee meetings (note: with an attendance policy in place)
- Listen to others' views, advocate their own, identify common interests and alternatives, and be open to compromise
- Support governance decisions once made
- Participate in the review of APH's mission and objectives and in the development of a strategic plan
- Help the board to monitor the performance of the organization in relation to its mission, objectives, core values and reputation, and with respect to all relevant regulations and other mandatory expectations established (ex. HPPA, Ontario Public Health Standards)

- Abide by the by-laws, legislation, code of conduct and other polices that apply to the board
- Participate in the review and approval of the annual budget and monitor the financial performance of the organization in relation to it
- Help establish, review and monitor operational policies, ensuring compliance with the Ontario Public Health Organizational Standards, Ontario Public Health Standards and HPPA
- Always act in the best interest of APH and the District as a whole
- Participate in the hiring and performance management of, and if required, the releasing of, the Medical Officer of Health and/or Chief Executive Officer
- Participate in determining the required and appropriate skills and attributes of board members
- Help identify prospective board and committee members and possibly help recruit them
- Participate in the regular evaluation of the board's performance and establish a process for governance improvement
- Contribute to the work of board as a member of a board committee
- Ensure that the jurisdiction(s) that appointed you is/are kept up to date / briefed on the work of APH
- Be an ambassador for APH – ensure ones involvement is known within their own network of friends and contacts
- Keep informed about community issues relevant to the mission and objectives of APH

Qualifications

The following are considered key job qualifications:

- Knowledge of the communities APH serves and their needs, unique and general
- Commitment to organization's mandate and strategic directions
- Inter-personal communications
- Creative and strategic planning / vision
- Understanding of the board's governance role
- Financial literacy
- Analytical and critical thinking
- A commitment of time
- Openness to learning
- In addition, knowledge or expertise in the areas of finance, legal, risk management, human resources, communications / public relations, IT/IM, and health care delivery are welcome.

<Approval date>
<Review date>

**ALGOMA PUBLIC HEALTH UNIT
BOARD GOVERNANCE**

DIRECTORS PROFILE MATRIX

SKILL / EXPERIENCE	DESCRIPTION	NUMBER OF DIRECTORS REQUIRING SKILL
Core Skills		
Analytical and Critical Thinking	<ul style="list-style-type: none"> the ability to think analytically and critically, to evaluate different options, proposals and arguments and make sound independent decisions. 	All
Inter-personal Communications	<ul style="list-style-type: none"> the ability to effectively communicate their ideas, positions, and perspective to their peers, as well as understand the ideas, position, and perspective of their peers and facilitate resolutions of differences in the common interest. 	All
Creative and Strategic Vision/Planning	<ul style="list-style-type: none"> the ability to envision and define future goals and objectives that provide improved benefits for the groups and individuals on whose behalf the organization acts. (For example, experience with strategic planning, performance measurement, business planning, etc.) 	All
Understanding of the board's governance role	<ul style="list-style-type: none"> Understanding of the appropriate roles, group processes, protocols and policies that form the systems of board governance, including those related to the legal (fiduciary) obligations of directors and a requirement to work in the best interests of the APH and those it serves. Demonstrated judgment and integrity in an oversight role. Experience serving on a board of directors or governance committee and/or senior level experience working with other strategic or policy boards preferred Determination to act in one's own independent deliberative judgment with confidence and persistence in order to ask appropriate, relevant and necessary questions. 	All
Financial Literacy	<ul style="list-style-type: none"> able to read and have a layman's understanding of financial statements, including budgets, income statements, balance sheets and cash flow projections. 	All
Community Knowledge	<ul style="list-style-type: none"> Knowledge of the community (fabric; particular needs) and more broadly knowledge of the needs of the Algoma District at large 	
Commitment to Mandate	<ul style="list-style-type: none"> Demonstrates a strong understanding and commitment to the organization's mandate, including an awareness and commitment to working in the best interests of APH and those it serves to protect public health. 	All

**ALGOMA PUBLIC HEALTH UNIT
BOARD GOVERNANCE**

Specific Expertise (one or more)		
Financial	<ul style="list-style-type: none"> Senior executive experience (preferably with a designation) in financial accounting and reporting and corporate finance. Comprehensive knowledge of internal financial controls, financial operational planning and management in an organization that includes expertise in auditing, evaluating and analyzing financial statements. Knowledge of best practices in procurement and contract management an advantage. 	1 or more
Communications / Public Relations Practices	<ul style="list-style-type: none"> Senior executive or consulting experience (preferably with a designation) with the planning, design, implementation and evaluation of strategic communications, and/or stakeholder relations initiatives. 	1 or more
Risk Management	<ul style="list-style-type: none"> Senior executive or consulting in analyzing exposure to risk in the private, public or not-for-profit sector and successfully determining appropriate measures to manage such exposure. 	1 or more
Legal	<ul style="list-style-type: none"> expertise in the law (preferably with a designation), particularly, as it relates to subjects of relevance to public health programs and services. 	1 or more
Health Care Delivery	<ul style="list-style-type: none"> Expertise in one or more aspects of health care delivery. Knowledge and/or experience in aspects of public health program and service delivery an advantage. 	1 or more
Human Resources	<ul style="list-style-type: none"> Senior executive or consulting experience in human resources (preferably with a designation) particularly in the areas of compensation, labour relations, change management, organizational development and leadership. 	1 or more
Information Management / Information Technology	<ul style="list-style-type: none"> Senior executive or consulting experience in IT/IM, particularly as it relates to systems and policies for data security and protecting privacy. 	1 or more
OTHER REPRESENTATION CONSIDERATIONS		
Other	<ul style="list-style-type: none"> As much as possible, given requirements above, the board will aspire to gender balance, cultural and linguistic diversity and a diversity of ages 	

Algoma Board of Health – Interested Persons

Elaine Blakeborough

Lucas Castellani

Michael Da Prat

Michael Gassi

Jeanne Jonusaitis

Caitlin McCullough

Heather O'Brien

Maria Paluzzi

Helen Scott



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, MCIP, RPP, Planner
DEPARTMENT: Engineering and Planning Department
RE: A-7-16-Z – 130 Wellington Street East

PURPOSE

The applicant is seeking Council's approval to rezone the former St. Mary's College property by way of a Special Exception to include 'amusement and fitness facilities', 'food services' and 'office uses' as additional permitted uses. The intent of the applicant is to locate a private vocational school within the existing building.

PROPOSED CHANGE

The applicant, 'The tech' 1848671 Ontario Limited wishes to rezone the subject property from "I" (Institutional Zone) to "I.S" (Institutional Zone with a Special Exception) to permit 'amusement and fitness facilities', 'food services' and 'office uses' in addition to those uses permitted in an "I" (Institutional Zone).

Subject Property:

- Location – Located on the northeast corner of Wellington Street East and Tancred Street, civic no. 130 Wellington Street East
- Size – 120m (393') frontage on Tancred Street and 154m (505') frontage on Wellington Street East, totalling 3.225ha (7.97acres)
- Formerly St. Mary's High School
- Owner – 'The Tech' 1848671 Ontario Ltd.

BACKGROUND

There are no previous applications on the subject property.

ANALYSIS

Conformity with the Official Plan (OP)

The Tech's Mission Statement (attached) is "*To foster a sense of community and enhance the quality of life through the development, encouragement and support*

of programs and activities responsive to local needs.” The Tech is intended to offer a variety of training programs (complete list attached) including but not limited to; heavy equipment simulator training, hair styling and aesthetics, welding, automotive, carpentry, visual and fine arts, culinary and nutrition, water treatment, and security. Many of the educational streams will be regulated/licensed by the Ministry of Training, Colleges and Universities, while others will be completely ‘private’ in nature. Education and development programs are geared towards recent graduates and individuals in need of a new vocation.

In addition to course offerings, The Tech will also house tenants from the arts, athletics and trades sectors. Such tenants include (complete list attached) trades, fitness, recreational, food service and arts/cultural companies. These private companies are intended to provide practical training and job placement opportunities for students. According to the Tech, as they continue to grow and develop their services, “*they have a strategic plan to incorporate more tenants with a diverse set of professional skills which can be taught to individuals within a hands-on environment. All tenants at the Tech provide an educational component to their business.*”

The subject property is designated ‘Institutional’ on Land Use Schedule ‘C’ of the Official Plan. Section 2.3.4 of the OP notes that “*lands designated Institutional are intended to be used for major public and quasi-public purposes of a community or regional nature such as hospitals and medical centres; secondary schools; colleges and universities; homes for the aged; correctional institutions; and major Federal and Provincial institutional facilities and buildings.*”

This proposal fits into the overall ‘concept’ of the Institutional Land Use Designation, even though there are a number of commercial components. The commercial uses are intended to complement the overall learning experience by providing hands on training placements and job opportunities for prospective graduates. It is Planning staff’s opinion that an Official Plan Amendment is not required.

The Official Plan also notes that social and economic development is inextricably linked. Furthermore, education is inextricably linked to the economic and social development of the community. A goal of Social Development as outlined in the OP is “*to develop the ‘naturally gifted’ human resources found in the community to their maximum potential in order to enhance the quality of life of the citizens and meet the challenges of the ‘new economy’.*” Furthermore, Policy EO.1 notes that “*programs and activities which improve the knowledge base and skill level of the local labour force shall be encouraged.*”

Comments

The subject property is located within the defined downtown of the community. The surrounding area is mixed, with Residential uses to the south, a commercial area (Bruce Street) to the east, Holy Family School to the west, and an industrial area to the north. A rail line bounds the property to the north. The size and layout of the property, coupled with the abutting uses/zones, provides for a great deal of land use flexibility.

According to the applicant's site plan (attached), very few alterations are proposed to the exterior of the site, although minor alterations to curbs and sidewalks are proposed. A total of 122 on-site parking will be provided within the existing parking areas which serviced the former secondary school. Four of the spaces are proposed to be barrier-free. Section 5.4.2 of Zoning By-law 2005-150 notes that "*when a new use commences in an existing building located in the downtown no additional parking is required beyond that already supplied, provided the buildings gross floor area is not increased.*" The applicants are not proposing to increase the gross floor area of the building, and as such, the required parking is those spaces which currently exist. If in the future parking demand increases, there is ample room to create additional parking spaces as required.

The applicant has indicated the northeast portion of the property will continue to be utilized for outdoor recreation and athletics, in a manner similar to the former secondary school.

The current Theatre and Gymnasium facilities will be available to the public, whether it be for cultural events and shows, or sporting events. This is not unlike current theatre and gym facilities at various elementary, secondary and post-secondary schools throughout the community. Such usage is permitted under the current Institutional Zoning.

Off-site impacts such as traffic will be similar to that when the property functioned as a Secondary School.

The vision for 'The Tech' comprises numerous commercial uses occupying the building. Although 'The Tech' describes these uses as an integral part of the teaching model, it is recognized that many are existing commercial uses that could 'stand-alone' without the teaching component. Given the layout of the site, coupled with surrounding land uses, the concern is not necessarily one of off-site impacts, but rather the potential for the building transforming into a large commercial 'mall', without a Commercial Land Use Designation and the requirements thereof. Given the size (158,000sq.ft.) of the building, a market impact analysis would be required. Having said this, it is also recognized that a number of commercial uses such as food services could be considered 'accessory' to the main use, even though they may be open to the broader

public. It is also very difficult to enforce whether or not commercial uses are in fact part of the teaching curriculum.

The applicant is seeking Council's approval to rezone the subject property by way of a Special Exception to include 'amusement and fitness facilities', 'food services' and 'office uses' as additional permitted uses within the Institutional Zone. For greater clarity, it is also recommended that 'private vocational school' be added to the list of additional uses. The applicant has indicated that the currently permitted uses in the Institutional Zone (attached) and the requested additional uses will grant them enough flexibility to adapt to new training demands going forward.

Consultation

The following departments/agencies commented on the application as part of the consultation process:

- See attached letters – Accessibility Advisory Committee
- No objections/comments – Building Division, Municipal Heritage Committee, PWT, PUC Services, Fire Services, Conservation Authority, Engineering Dept., EDC

The attached correspondence from the Accessibility Advisory Committee indicates two concerns. First, it is noted that the accessible parking should be located closer to the front accessible entrance, and second, there is a concern that a building of this size only has one accessible entrance. The applicant has indicated (via attached email) that there are 2 accessible entrances, one at the front (south), and another along the eastern side of the building near the gymnasium. The eastern entrance was very recently completed and is in close proximity to the accessible parking spaces. The applicant has also indicated that they are currently contemplating a third accessible entrance. It is also worth noting that future building permits, and thus, Ontario Building Code compliance will be required, including any accessibility features.

IMPACT

Approval of this application will not impact Municipal finances.

STRATEGIC PLAN

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

SUMMARY

This proposal represents an appropriate adaptive re-use of a large, historic building located within the city's Downtown. Off-site impacts such as traffic will be similar to those when the property functioned as a Secondary School.

The recommended Special Exception zoning (Institutional with additional permitted uses) will provide the applicant with enough flexibility to adapt to changing educational needs, while at the same time, ensuring the building does not become a large commercial ‘mall’, without the benefit of an Official Plan Amendment and the required market impact analysis.

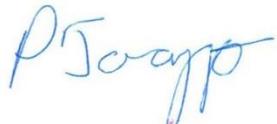
Finally, the property is subject to Site Plan Control. Given the minimal exterior alterations, it is not anticipated that the need for a Site Plan Control Agreement will be triggered at this time; however future expansion or significant exterior alterations will be reviewed by City staff and implemented through a Site Plan Agreement.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of Peter Tonazzo dated April 5, 2016 concerning rezoning Application A-7-16-Z be received and that Council rezones the subject property from “I” (Institutional Zone), to “I.S” (Institutional Zone with a Special Exception) to permit a ‘private vocational school’, ‘amusement and fitness facilities’, ‘food services’ and ‘office uses’ in addition to those uses permitted in an Institutional Zone.

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

PT:ps

Attachment(s)

OVER ALL SITE: NOT TO SCALE



**SITE PLAN OF
EXISTING PARKING CONFIGURATION**
PART OF SECTION 6
FORMERLY IN THE
TOWNSHIP OF ST. MARY
NOW IN THE
CITY OF SAULT STE MARIE
DISTRICT OF ALGOMA
SCALE 1:750

LEGEND:

- DENOTES LIMIT OF PROPERTY
- DENOTES STANDARD PARKING STALL
(2.75 x 5.80)
- DENOTES HANDICAP PARKING STALL
(3.0 x 5.80)

PARKING:

AISLE MINIMUM DISTANCE BETWEEN ROWS OF
PARKING = 6.71

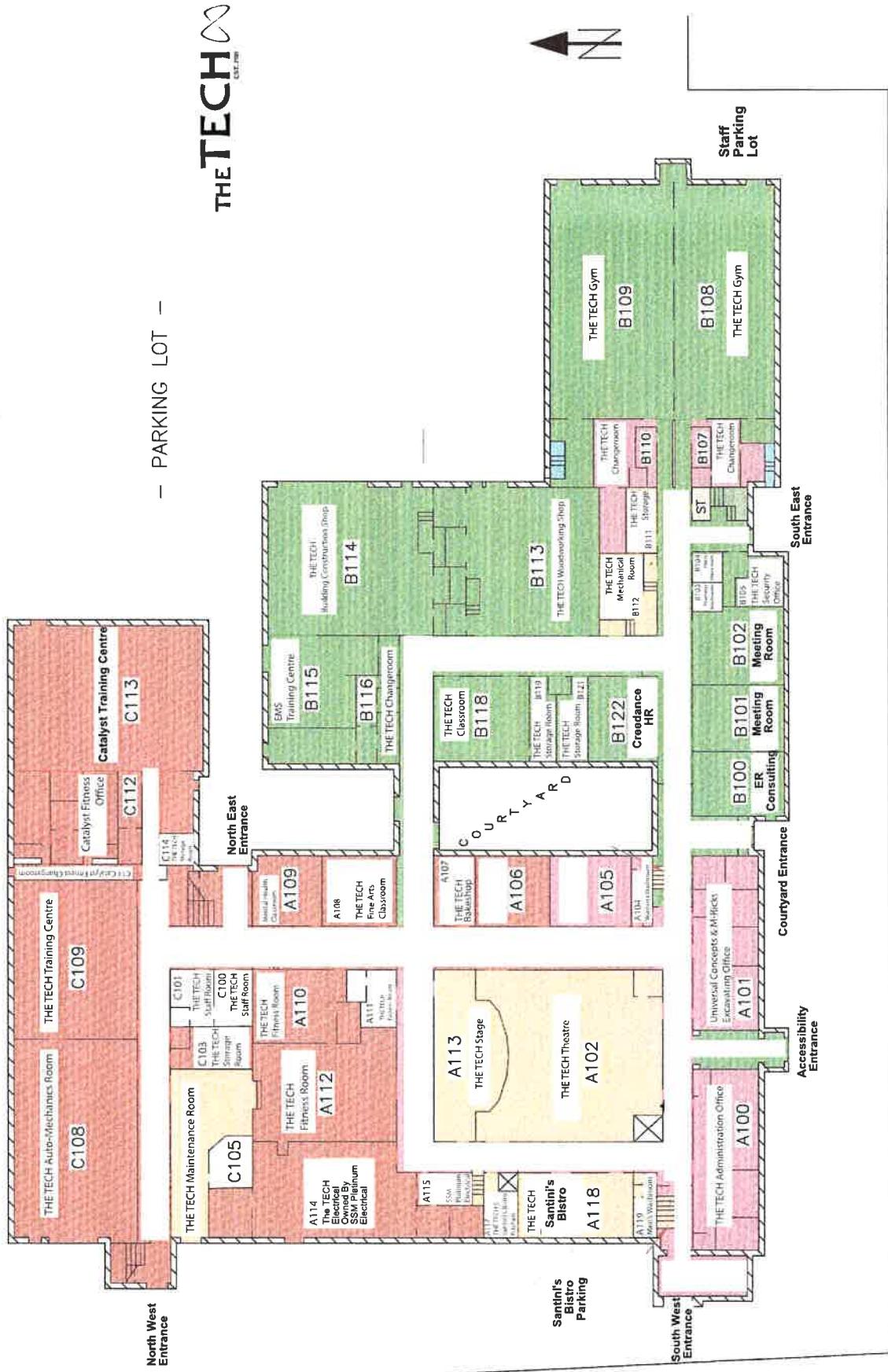
STANDARD STALL: 127
HANDICAP STALL: 5
STANDARD STALL (ON CITY PROPERTY): 13

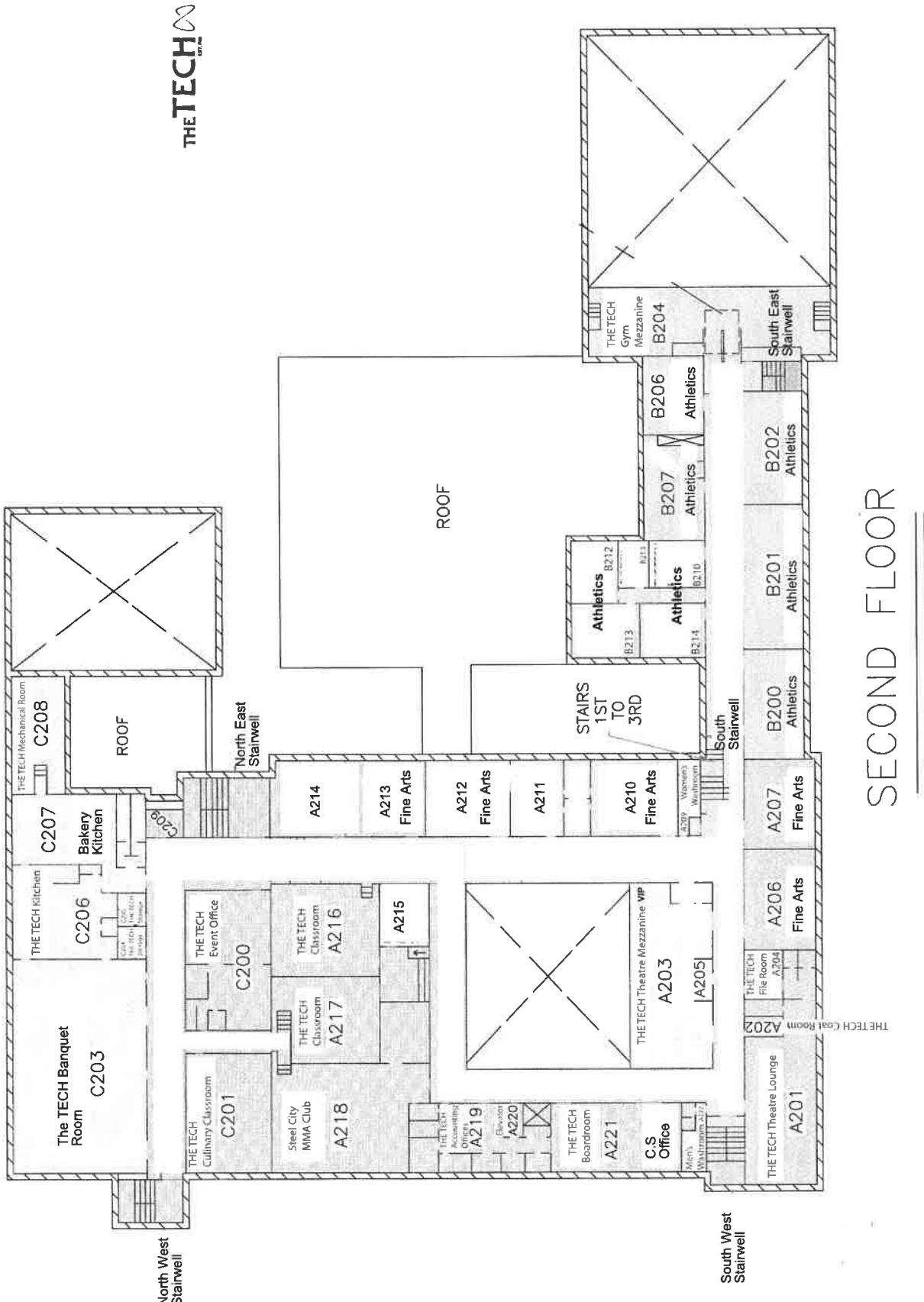
NOTE:

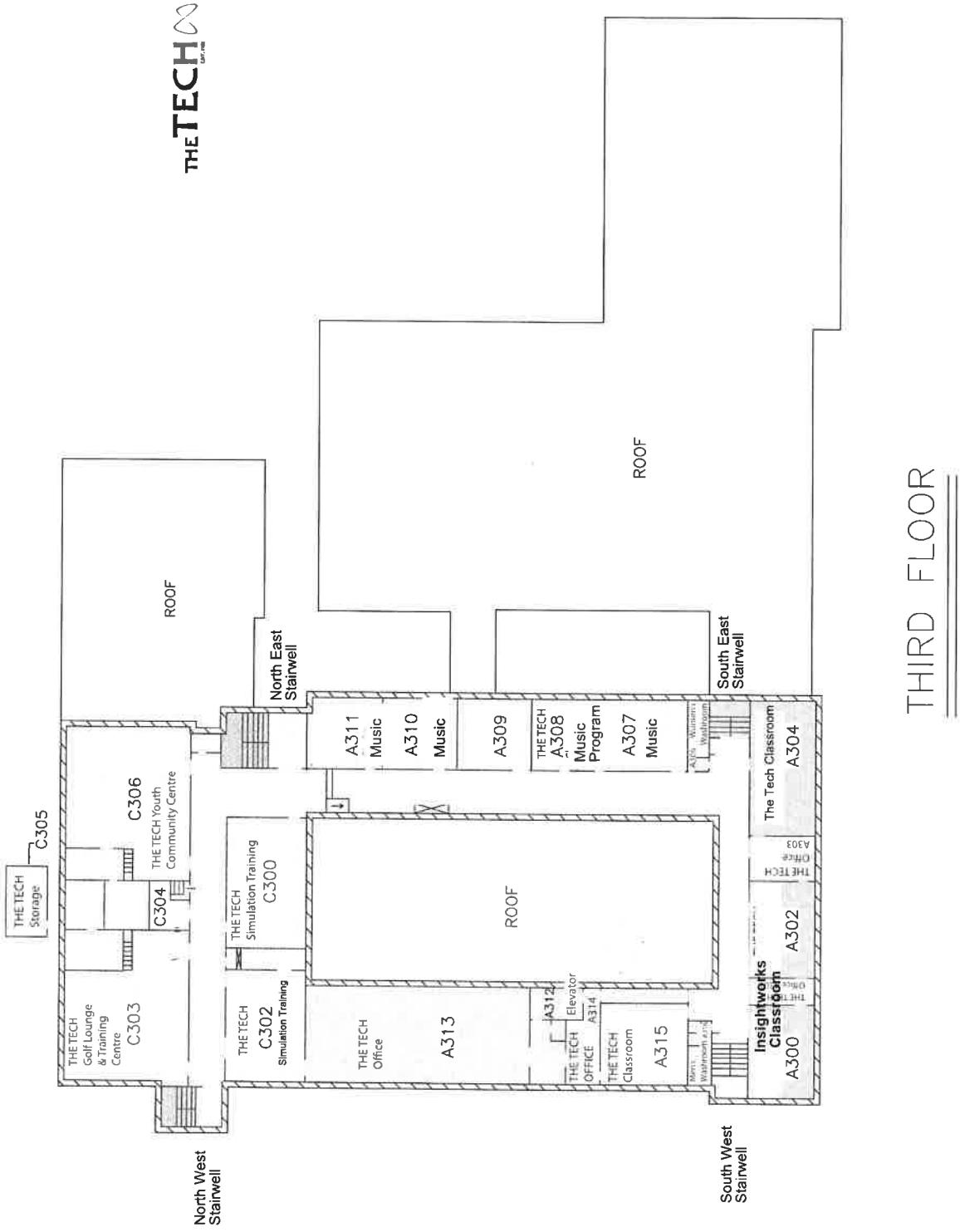
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
UNDERLYING IMAGE MAY NOT BE PRECISE DUE TO
DISTORTION INHERENT TO COMPILED SATELLITE IMAGES.
THIS PLAN HAS BEEN COMPILED FROM OTHERS EXISTING
INFORMATION AND NOT FROM ACTUAL FIELD SURVEY BY
TULLOCH GEOMATICS INC.

TULLOCH	GEOMATICS INC.	DRAWN BY: WSM	FILE: 16-15xx
ENGINEERING	71 BLACK ROAD UNIT B SAULT STE MARIE P6B 0A3	T 705 949.1457 F 705 949.9606 866 806.6602 southern@tulloch.ca	

DWG: K:\2016\16-15xx\1c\TULLOCH\16-15xx.DWG | INT. PMSL









Mission Statement

"To foster a sense of community and enhance the quality of life through the development, encouragement and support of programs and activities responsive to local needs."

Corp. City of Sault Ste. Marie
99 Foster Drive
SSM ON. P6A 5X6

Dear Sir/Madam:

The Tech has been established within the downtown core to foster a sense of community and enhance the quality of life through the education and development of programs and activities that are geared towards recent graduates and individuals in our community in need of a new vocation. Open and secured 24 hours a day, and located in an accessible area, The Tech houses tenants from the arts, athletics and trades sectors who will provide comprehensive training to individuals desiring to learn and refine practical skills that will give them a competitive advantage in future employment. Students who complete specific courses will receive a certificate recognized by the Ministry of Training, Colleges, and Universities.

Working closely with Sault Ste. Marie's arts community and creative leaders, The Tech recently opened their upgraded facilities, including the theatre, for public use. With modern equipment, the theatre will be used for practice, dramatizations and live events. It is an excellent space for directors to teach their students or actors to hone their performance techniques and stage. In addition to this, technicians will have accessibility to the room to bring in individuals and instruct them on the proper uses of handling equipment, lighting and audio work.

With a spacious gym floor, The Tech rents out a full sized gymnasium to groups, for-profits and not-for-profits, schools and teams. Complete with a large waiting and sitting area, washrooms and change-rooms, the gym is a great space that is ideal for all types of training, activities, public or private events. Members of the community may also call and schedule times to use The Tech's Courtyard & outdoor Track and Field.

To date, The Tech has signed on tenants that specialize in specific and practical training & trades including: electrical, architecture design/installation, emergency response, HR, security, administrative, fitness, nutrition, and leadership training. As The Tech continues to grow and develop in their services, they have a strategic plan to incorporate more tenants with a diverse set of professional skills which can be taught to individuals within a hands-on atmosphere. All tenants @ The TECH provide an Educational component to their business. All monies received at the TECH for rental through tenants will be put directly into the programs, the renovations, reconstruction, and further growth of The TECH.

The Tech Athletic Academy will also provide the student athlete with an experience that will surpass what our current educational system has to offer. Learning in the Classroom and excelling on the court, in the rink, and on the field will give students from The Tech Athletic Academy a head start athletically and

academically on their peers. The Tech coaches and staff will provide students with specific training regimes and facilities that will give each student athlete an opportunity that they would not receive locally elsewhere. Students will receive their high school diploma once completion of the programs.

The innovative and educational aspect that The Tech offers the Sault Ste. Marie community is a valuable and one-of-a-kind experience for those in Secondary School, entering the workforce, or those who are seeking an employment change. Due to the support of the tenants and affiliates, The Tech is fully prepared and equipped to help improve the employment situation in the city by teaching valuable skills to individuals who can directly apply them to future endeavours.

Sincerely

Mr. Al Tucci
Director of Academics
The TECH 1921 Ltd.
SSM ON. P6A 2L5

Tenants @ The TECH

Universal Concepts

- Universal Concepts brings design sophistication and craftsmanship together to create properties that are comfortable, stylish and convenient.
- Universal Concepts will offer training and co-op placements for students enrolled at The TECH

Platinum Electrical

- Quality electrical work in residential and commercial settings.
- Committed to providing apprentice programs and co-op work placements

MRICKS Excavation

- Commercial properties that start with solid foundations.
- Committed to providing apprentice programs and co-op work placements

Catalyst Fitness

- Knowledge, simplicity, and empathy / cornerstones of the Catalyst community.
- Will provide training in fitness, health & nutrition
- A variety of classes will be offered to students of the TECH and members of the community

Hockey Up North Skillz Zone Dry Land Facility

- Hockey Up North Skillz Zone is the ideal way to offer all hockey players the chance for specific training on the key skills of puck handling, shooting, and passing.
- The Skillz Zone offers 3 Synthetic Ice Shooting/Passing Lanes, Slide Board/Stick Handling stations, 3 Interactive Stick Handling stations, Box Hockey, and a goalie station.

Steel City MMA

- Sault Ste. Marie's top training centre for MMA, Jiu Jitsu, Kickboxing, and Wrestling
- Ownership will provide training opportunities to young teachers and those interested in pursuing their goal of teaching in the MMA profession.

Strictly Confidential Security

- Strictly Confidential is a private investigation and security agency based in Sault Ste. Marie Ontario at The TECH that provides a wide range of services in the security field.
- The services include: A Community Crime Prevention Program, Surveillance, Private Investigation, Integrity Shopping, Loss Prevention, and Uniformed Security Guards.
- They are committed to providing high-quality, personalized security services.

- Courses are currently being offered to members of the community interested in a career in the field of security and police foundations

Superior EMS

- Superior EMS is a progressive event medical service located in Sault Ste. Marie, Ontario, who services the Algoma Region. The company provides comprehensive medical services at community events ranging from corporate picnics, stock-car racing, and even movie sets. They also have fire/rescue technicians able to provide fire/rescue support at your event who are also medically trained.
- Unlike volunteer first aid services in the community, Superior EMS provides professional level staffing at your event. This includes paramedics, nurses, nurse practitioners and physicians to meet the safety needs of your event. The EMS professionals are equipped with the latest of medical supplies and equipment to provide comprehensive basic life support and/or advanced life support care to participants and spectators at community events.
- The fleet includes an emergency response vehicle (ambulance), emergency response cart, two support vehicles as well as stationary medical tents fully equipped with a complement of medical supplies and equipment to provide quality care. They are the only event medical service in the Algoma region to provide symptom relief, intravenous and advanced cardiac life support services at our events to ensure you receive a high level, professional patient care for your patrons.
- Superior EMS provides ongoing training and courses in First Aid, CPR, and Emergency planning

Credence HR Ltd

- Provides HR Services, Strategic Planning, Leadership Training, and a variety of other Supportive Services.
- Offer ongoing training and education.
- Specializing in Student Assessments, Talent Management, Learning Management, Placement, and interviewing.

ER Employment Consulting

- Pre-screened Qualified Candidates are provided to the work place with work Experience, Training programs & Funding, On The Job Support & Employee Coaching, Outplacement Services, and various other Services

Femme Hardware

- Jewelry making, training, sales, and design
- Classroom instruction on the intricacies of how to construct and repair jewelry

Berkana Art Studio

- Art classes will be offered to Children, Youth, Adults, and Seniors
- The tenant will also offer Summer Workshops, Retreats and Art Camps for Children

Golf Lounge & Instruction Centre

- Unlike other simulators which use computer graphics, HD Golf sets a new standard in accuracy and realism for indoor golf allowing golfers to take their game to the next level. HD Golf utilizes advanced computer vision technology to provide the most comprehensive and precise shot analysis, making it the only simulator that both looks, and plays, like the real thing. It has the unique capability to measure all critical ball and club parameters including: swing analysis, ball speed, club speed, launch angle, club face angle, ball spin, and spin axis at high accuracy.
- The Golf Lounge & Instruction Centre will offer Tournament play, League play, Adult Lessons, and A Junior Golf program.

Benvenuti Bakery

- The Bakery is located in The TECH at 130 Wellington Street East. Here, we are busy creating great tasting donuts, cookies, brownies, pizza, and pastries to meet the desires of today's consumer.
- Through the Culinary program the Bakery will provide training opportunities to students interested in becoming pastry chefs, cake makers, and pizza cooks.

Courses & Programs to Be Offered @ The TECH

Heavy Equipment Simulator Training

Hair Styling & Aesthetics

Welding

Automotive / Auto Body

Carpentry

Visual & Fine Arts

Flight Simulator training & Drone Instruction

Essential Skills

Culinary

Nutrition

Water Treatment

Leather Work

Seamstress

Security

Math/Algebra/Calculus

Science/Chemistry/Physics

English

Programs

“Bricks 4 Kids” - Bricks 4 Kidz is a new franchise opportunity that teaches children the principles of engineering and architecture using LEGO® bricks



11 INSTITUTIONAL ZONE (I)

Introduction

This zone provides for and regulates a variety of public and quasi-public land uses which generally operate on a non-profit basis. Zone regulations will ensure an aesthetically pleasing environment.

11.1 PERMITTED USES

- *Accessory uses*
- *{2007-105} Accessory use solar power installations* – Refer to Section 1.1.6 for additional regulations
- *{2006-200} Accessory use wind turbines* - Refer to Section 4.13 for additional regulations
- *Arts Culture and Heritage Uses*
- *Assembly facilities*
- *Care facilities*
- *Caretaker Dwelling unit*
- *Cemeteries, Crematoriums and Mausoleums*
- *Day Care Facilities*
- *Emergency Response Centres*
- *Federal, Provincial, and Municipal Government Public Administration* – maximum gross floor area of 300m² when located outside of *The Downtown*.
- *Group Home*
- *Group Residence* – Subject to site plan control
- *Hospices*
- *Hospitals*
- *Medical Centres*
- *Nursing and Residential Care Facilities*
- *Parks and Playgrounds*
- *Places of Worship*
- *Recreational Facilities*
- *Schools*
- *Similar uses*

Peter Tonazzo

From: BLAIR MCLEOD <blair.universalconcepts@shaw.ca>
Sent: Wednesday, May 04, 2016 3:16 PM
To: Peter Tonazzo
Subject: Accessability

Hi Peter:

As per our telephone conversation;

To address any concerns with handicap accessibility, we have made a second door at the front of the building accessible and we are working on a third door as well.

We are trying to be proactive so we can accommodate any special needs that may be required for education and for our aging community that may visit our facilities.

If you have any further questions/concerns, please feel free to contact me.

Thank you,
Blair McLeod
Universal Concepts Ltd.
Office:(705) 575-7521
Fax: (705) 949-4114
blair.universalconcepts@shaw.ca



April 21, 2016

Don McConnell
Planning Director
City Planning & Engineering Division

**SUBJECT: REZONING APPLICATION REVIEW A-7-16-Z 130
Wellington Street East**

Dear Mr McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

Exterior

1. Parking: Accessible parking should be closer to the front accessible entrance
2. Walkways & Sidewalks:
3. Curb Cuts:
4. Ramping:
5. Transit Access:
6. Lighting:
7. Signage: ensure accessible parking signage is installed and current
8. Other: AAC is concerned that a building of this size with multiple uses only has one accessible entrance. In the event of an emergency it may be difficult to exit building for those using mobility devices.
Representatives from the AAC would welcome the opportunity to meet with the developers to provide feedback on making the businesses more accessible to persons of all abilities.

Sincerely,

Ann Marie McPhee
Chair, Site Plan Sub Committee
Accessibility Advisory Committee



2012 ORTHO PHOTO

130 WELLINGTON STREET EAST
Planning Application: A-7-16-Z



METRIC SCALE
1 : 2500

ROLL NUMBER
040-018-147-00

MAP NUMBERS
26 & 1-29

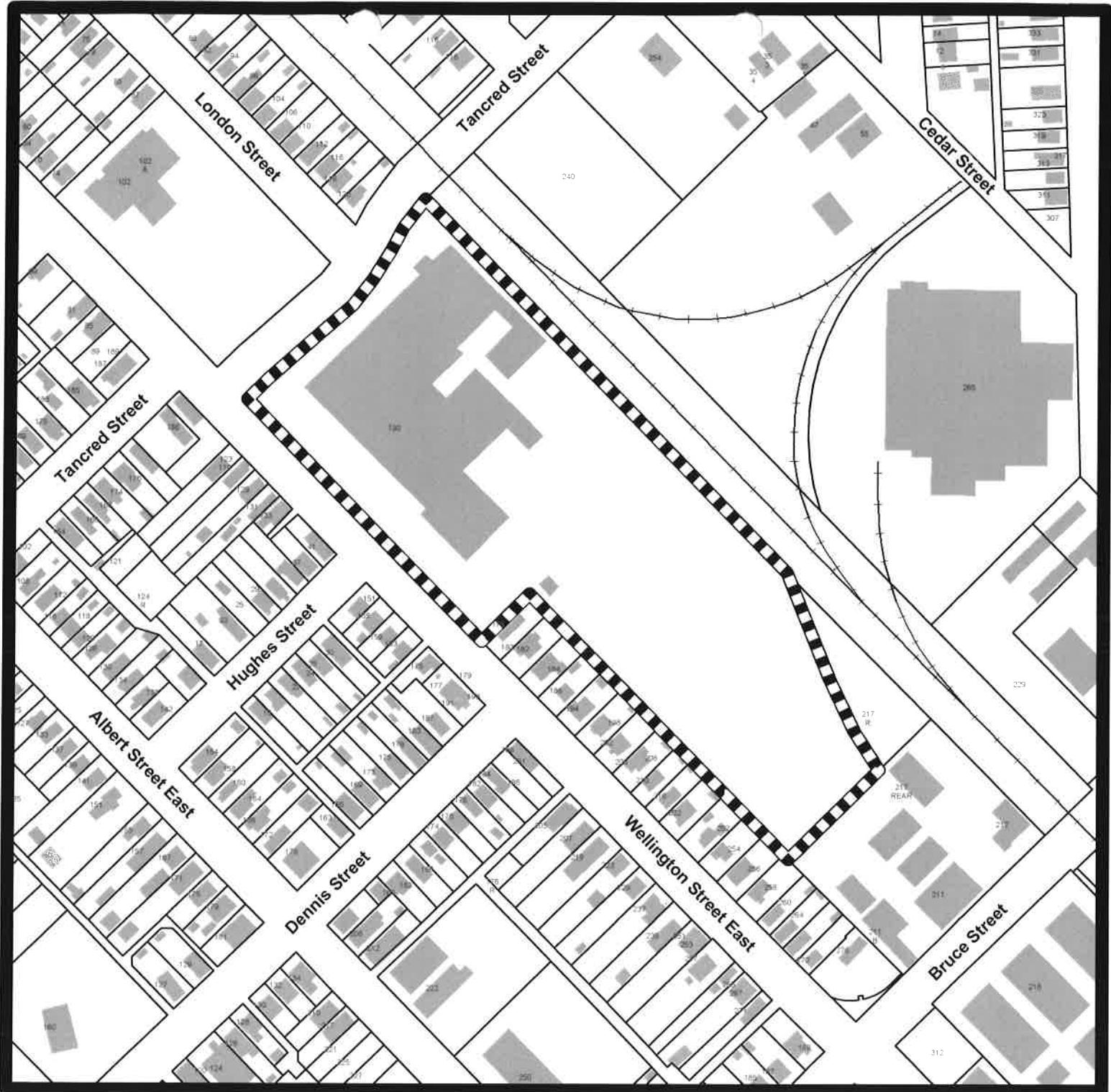
Legend



SUBJECT PROPERTY = 130 Wellington STE

Page 188 of 498

MAIL LABEL
A-7-16-Z



SUBJECT PROPERTY MAP

130 WELLINGTON STREET EAST
Planning Application: A-7-16-Z



METRIC SCALE
 1 : 2500

ROLL NUMBER
 040-018-147-00

MAP NUMBERS
 26 & 1-29

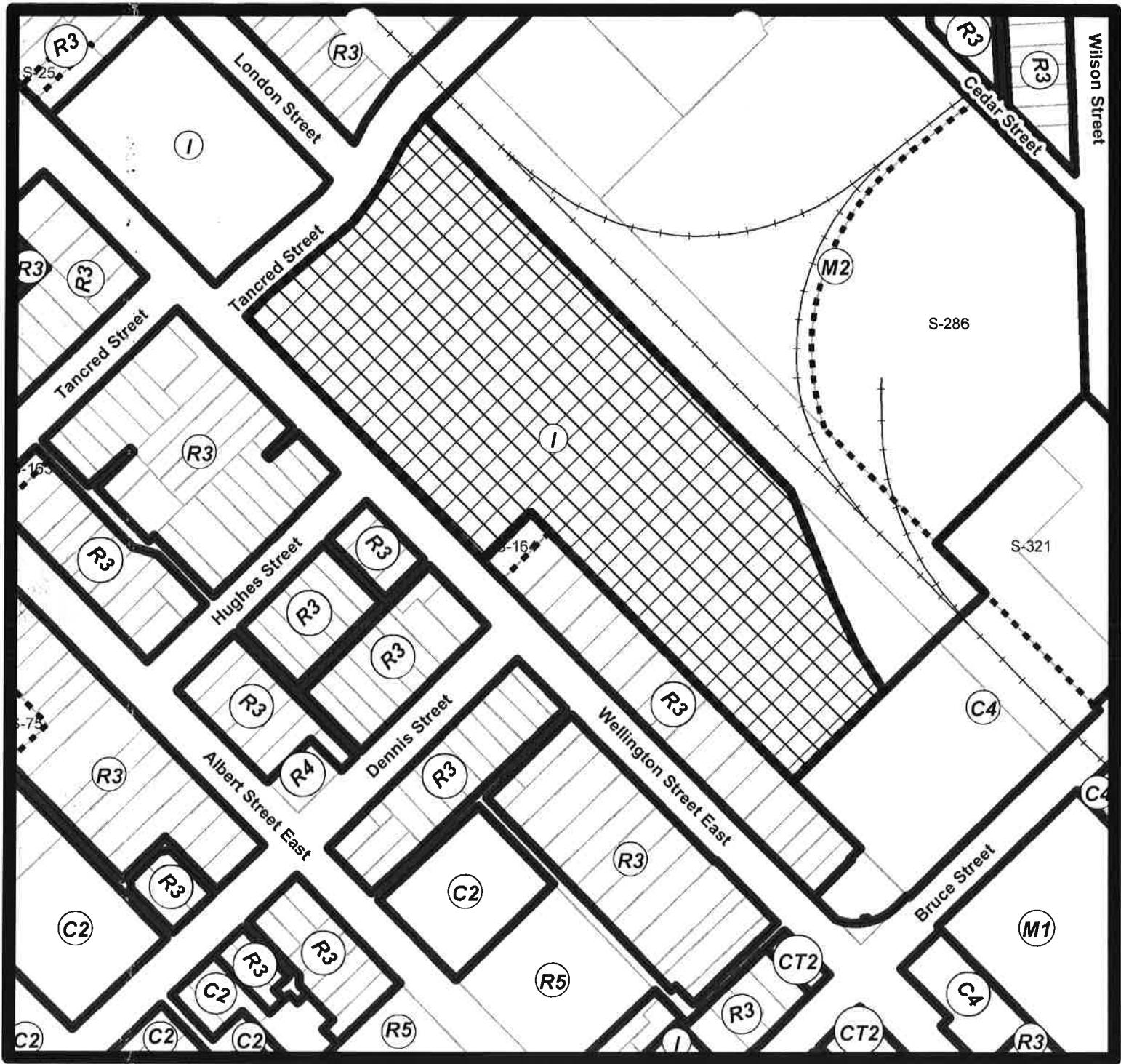
MAIL LABEL
 A-7-16-Z

Legend



SUBJECT PROPERTY = 130 Wellington Street

Page 189 of 498



EXISTING ZONING BYLAW

130 WELLINGTON STREET EAST

Planning Application: A-7-16-Z



METRIC SCALE
1 : 2500

ROLL NUMBER
040-018-147-00

Legend



SUBJECT PROPERTY = 130 Wellington St E

R3 - Low Density Residential Zone

C2

CT2 - Commercial Transitional Zone

C4 - General Commercial Zone



M1 - Light Industrial Zone

M2 - Medium Industrial Zone; M2hp

M3 - Heavy Industrial Zone

I - Institutional Zone

MAP NUMBERS
26 & 1-29

MAIL LABEL
A-7-16-Z



COUNCIL REPORT

May 16, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, MCIP, RPP, Planner
DEPARTMENT: Engineering and Planning Department
RE: A-8-16-Z – 844 and 860 Queen Street East

PURPOSE

The applicant is seeking Council's approval to rezone the subject properties to facilitate the construction of a 20-unit, 3-storey apartment building on 860 Queen Street East. Additional parking in support of the new apartment building will be provided at 844 Queen Street East.

PROPOSED CHANGE

The applicant wishes to rezone the subject properties from "C2" (Central Commercial Zone) to "C2.S" (Central Commercial Zone with a Special Exception) to:

1. Reduce the total number of parking spaces from 39 to 28 spaces, including a reduction in required barrier free parking from 7 to 6 spaces.
2. Permit 7 parking spaces to have direct access to and from Towers Street, with no access aisle.
3. To permit dwelling units to be located on the ground floor.

Subject Property:

- Location – The subject properties are located at the northwest corner of Queen Street East and Pim Street.
- Size -
 - 860 Queen Street East – 30.5m (100') frontage by 40.2m depth (132') totalling 1226.1m² (13,198ft²)
 - 844 Queen Street East – 19.8m (65') frontage by 40.2m (132') depth, totalling 796m² (8568ft²)
 - TOTAL – 50.3m (165') by 80.4m (264') totalling 0.4ha (1acre)

- Present Use -
 - 860 Queen Street East - Existing Automobile Repair Garage
 - 844 Queen Street East - Former Diplomat Motel.
- Owner – 2488124 Ontario Ltd. (Edgecon Inc.)

BACKGROUND

In 1991 860 Queen Street East was rezoned to permit the sale of automobiles, in addition to the uses permitted under the former B.7. Although the rezoning was approved in principle, the owner at that time did not adhere to a number of conditions and the implementing zoning by-law was not brought forward for approval.

There are no previous applications on 844 Queen Street East.

ANALYSIS

Conformity with the Official Plan (OP)

The subject properties are designated ‘Commercial’ on Land Use Schedule ‘C’ of the Official Plan.

Commercial Policy C.4 notes that “*Mixed use and high density residential development shall be permitted (in the downtown).*”

Commercial Policy C.6 further notes that “*New residential development may be permitted on lands designated Commercial within the Downtown area subject to Zoning By-law approval.*”

The applicant’s proposal to construct a 20-unit apartment building conforms with the Commercial Land Use Policies contained within the Official Plan.

Comments

The applicant wishes to rezone the subject properties from “C2” (Central Commercial Zone) to “C2.S” (Central Commercial Zone with a Special Exception) to:

1. Reduce the total number of parking spaces from 39 to 28 spaces, including a reduction in required barrier free parking from 7 to 6 spaces.
2. Permit 7 parking spaces to have direct access to and from Towers Street, with no access aisle.
3. To permit dwelling units to be located on the ground floor.

The current Central Commercial (C2) zoning on the subject property permits residential uses, however dwelling units are not permitted on the ground floor. This provision reflects the majority of the built form along Queen Street, which is characterized as storefronts, with large display windows in close proximity to the

public sidewalk. Ground floor units would inevitably require alterations to the storefront façade or large curtains to provide privacy for occupants. Such alterations would not be desirable or within the character of the commercial core. In this particular case, the applicant is proposing a new, purpose built apartment building, rather than attempting to appropriately alter the façade of an existing storefront.

At this time, the applicants are proposing all 1-bedroom units.

A total of 7 (5 of which are barrier free) parking spaces will be provided on 860 Queen Street East, with an additional 14 spaces provided upon the abutting property to the west, 844 Queen St. E., the former Diplomat Hotel. 7 spaces will be provided within the existing parking area, and an additional 14 spaces within the existing underground garage at 844 Queen Street East.

In terms of parking, both 844 and 860 Queen Street East will function as one. Both lots are currently owned by the applicant, who is currently renovating the former Diplomat Hotel to include 10 dwelling units. Previous Committee of Adjustment approval has granted the ability to permit ground floor units at 844 Queen Street East.

Twenty eight parking spaces are proposed to support a total of 30 dwelling units, resulting in a parking ratio of 0.93 spaces/unit, whereas the zoning by-law requires 38 parking spaces, or 1.25 spaces/unit. It is appropriate to reduce required parking in the downtown. The built form of the downtown core is not auto dependant and there are a number of underutilized commercial parking lots in close proximity to the subject properties. In discussions with the owner, if problems arise, additional parking spaces can be acquired within the provisions of section 5.3.5A of Zoning By-law 2005-150. Aimed at reducing the overall parking burden in the downtown, this section permits parking spaces to be located on nearby properties, so long as they are within 300m of the benefiting lot, and the spaces are surplus to the required parking on the lot providing such spaces. A 10-year, written agreement is also required.

The applicant is also requesting a zoning amendment to permit 7 parking spaces to access Towers Street directly, without an access aisle. Section 5.4.4 of the Zoning By-law permits direct access onto laneways. Although not classified as a laneway, this portion of Towers Street is very much like a laneway, in both form and function. Consequently, it is appropriate to permit direct access onto Towers Street. The proposed parking arrangement has been reviewed by Public Works, with no objections, given the low traffic volumes upon this portion of Towers Street.

Located on a prominent corner at the eastern edge of the downtown, the proposed 3-storey brick building has been designed in a manner that will

complement the adjacent Algonquin Hotel, which is a designated Heritage Building. Appropriate landscaping will be provided along the Pim and Queen Street frontages which will also serve to ‘fill in’ and round out this prominent corner.

Consultation

The following departments/agencies commented on the application as part of the consultation process:

- See attached letters – Accessibility Advisory Committee
- No objections/comments – Fire Services, Conservation Authority, EDC

Correspondence from the Accessibility Advisory Committee notes they are agreeable to the reduction of 1 barrier free parking space in this circumstance.

IMPACT

Approval of this application will not impact Municipal finances.

STRATEGIC PLAN

Approval of this application is not directly linked to any specific policies within the Corporate Strategic Plan.

SUMMARY

Developing a strong residential presence has been identified as a critical component in the revitalization and ongoing sustainability of the Downtown. It is however recognized that the provision of on-site parking can be difficult. Furthermore, it is also recognized that the historic form and function of the downtown inherently lends itself well to alternative modes of transportation, as most amenities are well within walking distance. For this reason, the proposed parking reductions are appropriate.

The overall design of the building will serve to complete this prominent corner, and compliment the adjacent heritage building (Algonquin Hotel) to the east.

The subject properties are subject to Site Plan Control, and a Site Plan Agreement will be required prior to construction of the proposed apartment building. At that time, staff will review exterior details of the development, including but not limited to façade treatments, landscaping and garbage receptacle location. In addition, although both subject properties are currently owned by the applicant, the Site Plan Agreement can also include formalize the shared parking arrangement between 844 and 860 Queen Street East.

RECOMMENDATION

It is therefore recommended that Council take the following action:

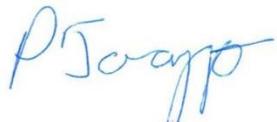
2016 05 16

Page 5.

Resolved that the Report of Peter Tonazzo dated 2016 05 16 be received and that Council rezones the subject properties (860 & 844 Queen St. E.) from "C2" (Central Commercial Zone) to "C2.S" (Central Commercial Zone with a Special Exception) to:

1. Reduce the total number of parking spaces from 39 to 28 spaces, including a reduction in required barrier free parking from 7 to 6 spaces.
2. Permit 7 parking spaces to have direct access to and from Towers Street, with no access aisle.
3. To permit dwelling units to be located on the ground floor.

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

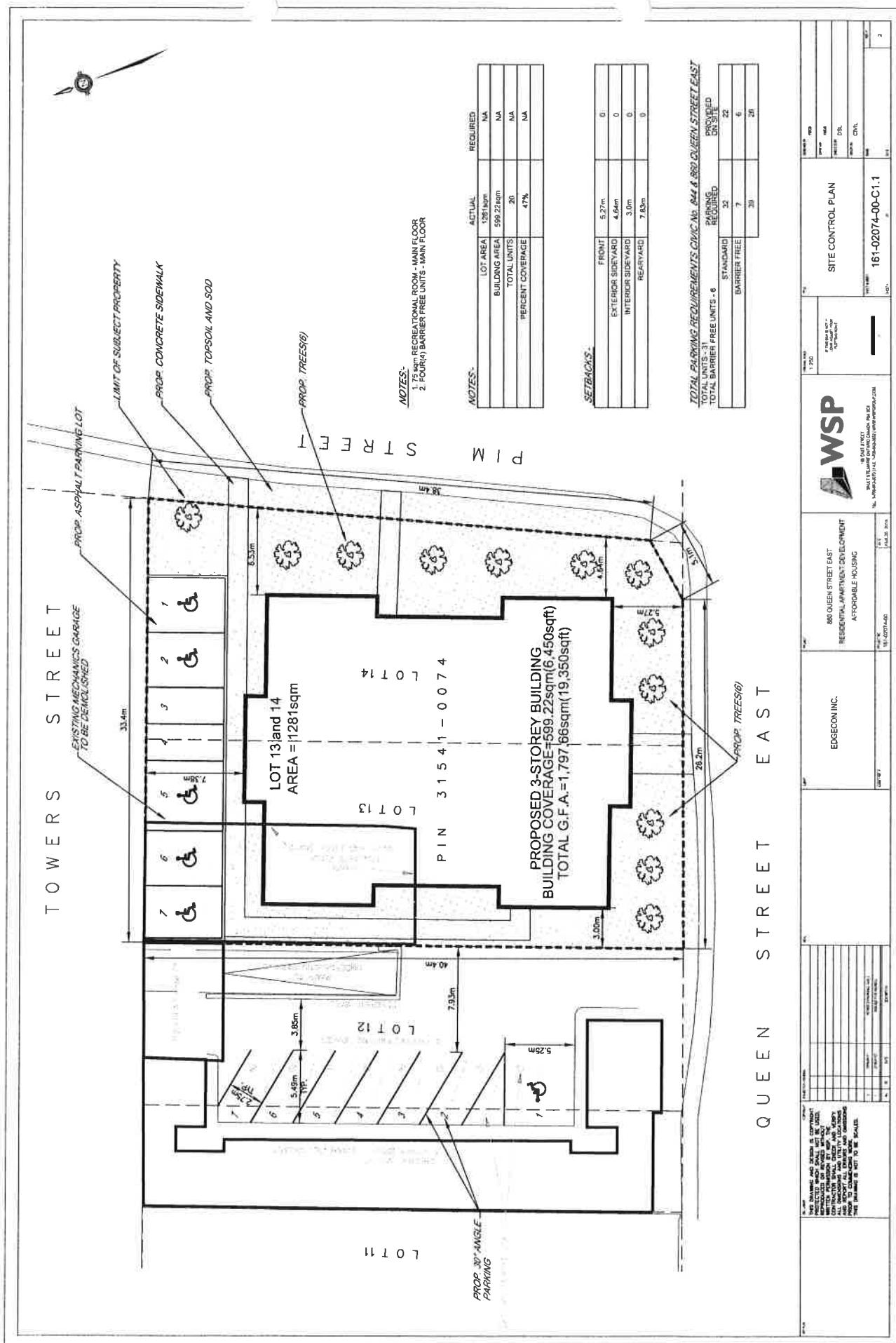
Recommended for approval,

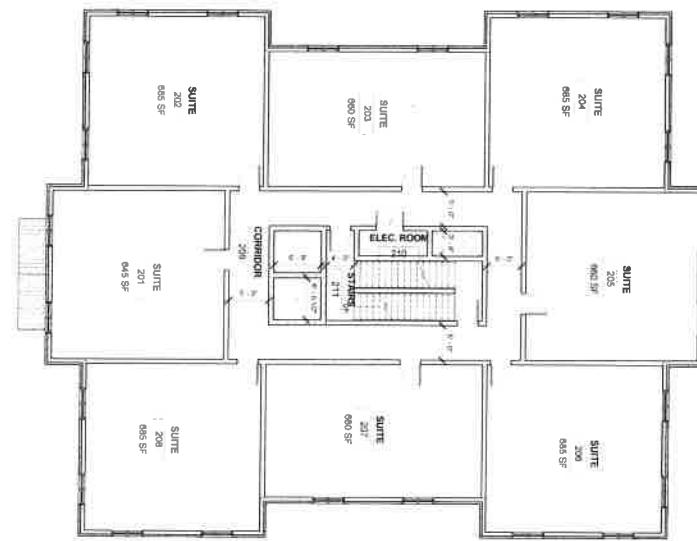


Jerry Dolcetti, RPP
Commissioner Engineering & Planning

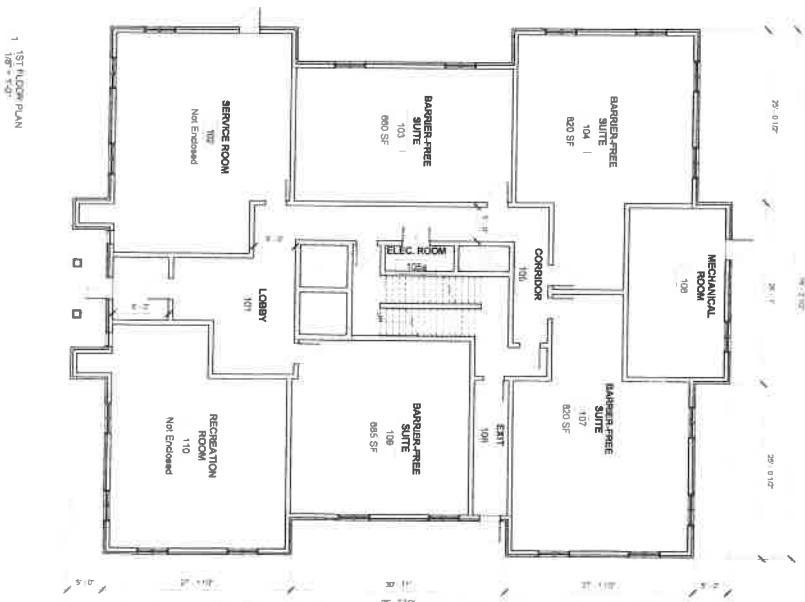
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Attachment(s)





2 · ~~ZNU~~ FLOOR PLAN
1/8" □ 1'-0"



1ST FLOOR PLAN

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FLOOR PLANS

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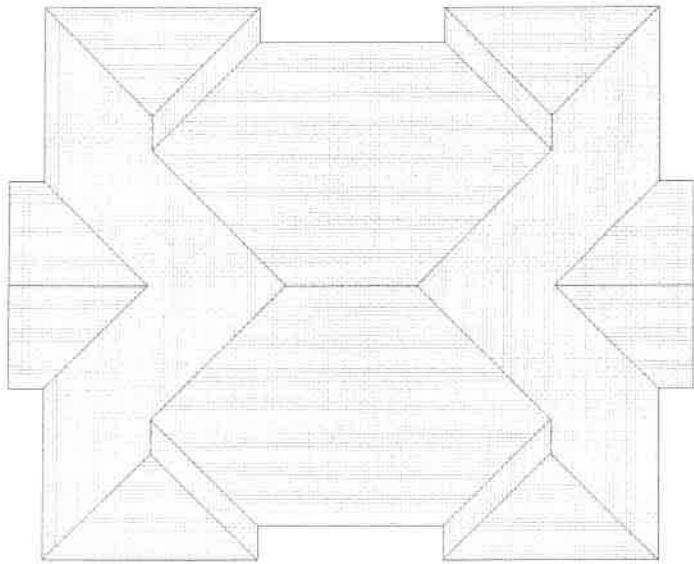
**DAVID
KENNISON
DIRECTOR**

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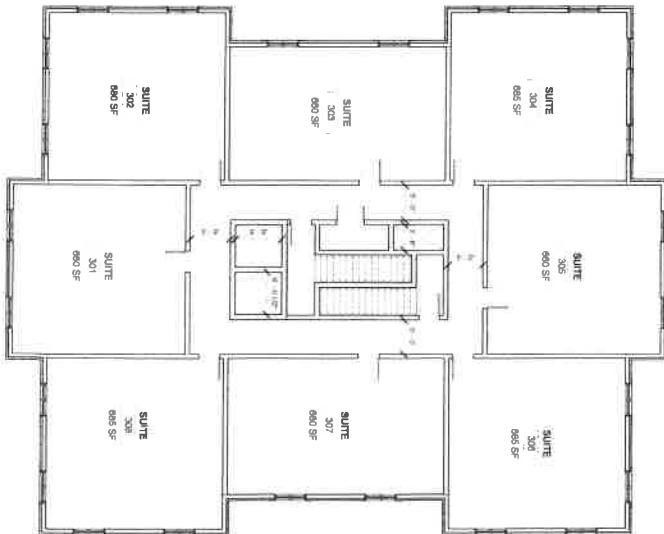
860 QUEEN ST E

No	Description	Date	By

2: ROOF PLAN
15' = 1'-0"



2: FLOOR PLAN
1'-0" = 1'-0"



2190211 1 H2 29 Plat

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PRELIMINARY
DESIGN

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FLOOR PLANS

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MICHENER
MICHELE

CONSTRUCTION DRAWINGS

PRINTING

NO. 10000-0000

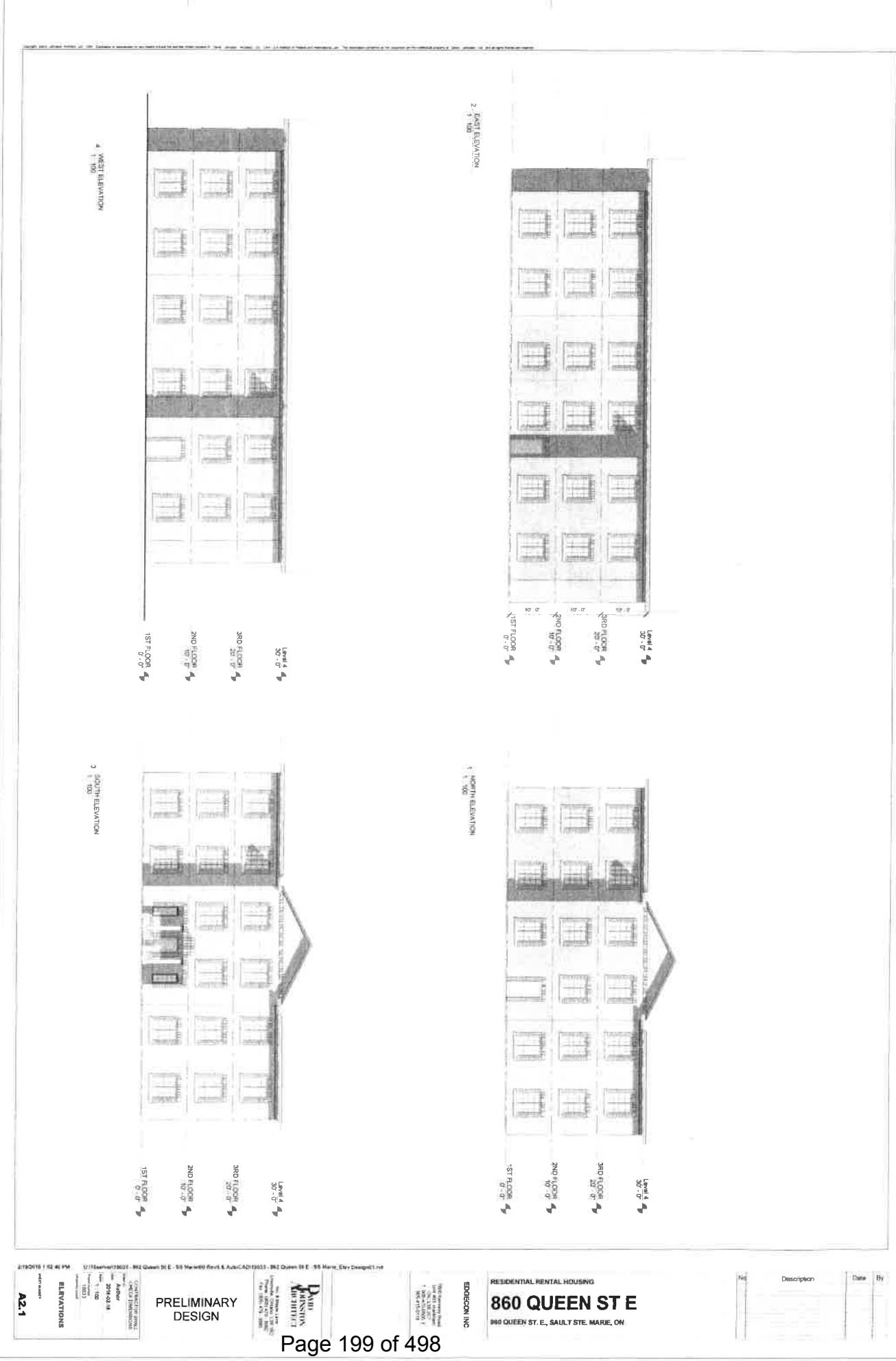
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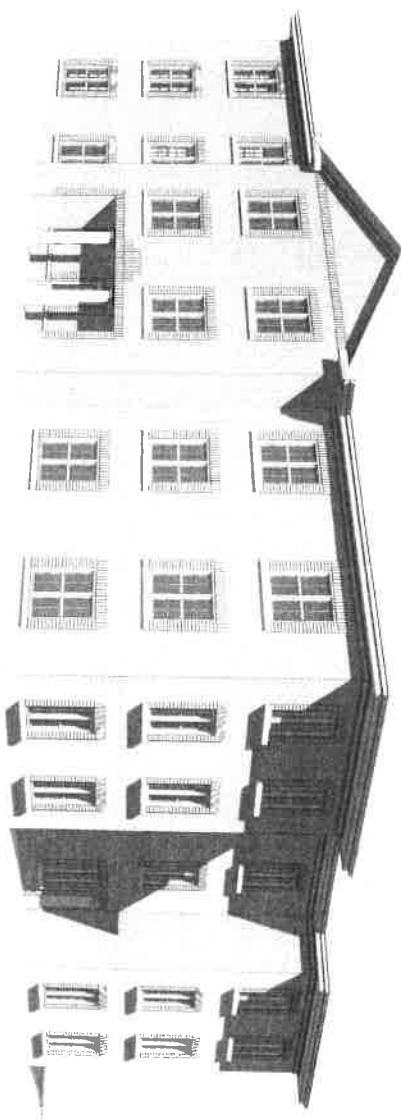
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EDGECON INC.

860 QUEEN ST E,
SAULT STE. MARIE, ON.

Description	Date	By





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Don McConnell
Planning Director
City Planning & Engineering Division

**SUBJECT: REZONING APPLICATION REVIEW A-8-16-Z 844 & 860
Queen Street East**

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

Exterior

1. Parking: The AAC Site Plan Sub Committee are agreeable to the reduction of 1 barrier free parking space in this circumstance.
2. Walkways & Sidewalks:
3. Curb Cuts:
4. Ramping:
5. Transit Access:
6. Lighting:
7. Signage:
8. Other: AAC has no concerns with this rezoning

Sincerely,

Ann Marie McPhee
Chair, Site Plan Sub Committee
Accessibility Advisory Committee



2012 ORTHO PHOTO

844 & 860 QUEEN STREET EAST

Planning Application: A-8-16-Z



METRIC SCALE
1 : 2000

Legend



Subject Property = 844-860 Queen Street East

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ROLL NUMBER ROLL NUMBER
020-043-114-00 020-043-113-00
860 Queen St E 844 Queen St E

MAIL LABEL ID MAP NUMBERS
A-8-16-Z 8 & 1-3



SUBJECT PROPERTY MAP

844 & 860 QUEEN STREET EAST

Planning Application: A-8-16-Z



METRIC SCALE
1 : 2000

Legend

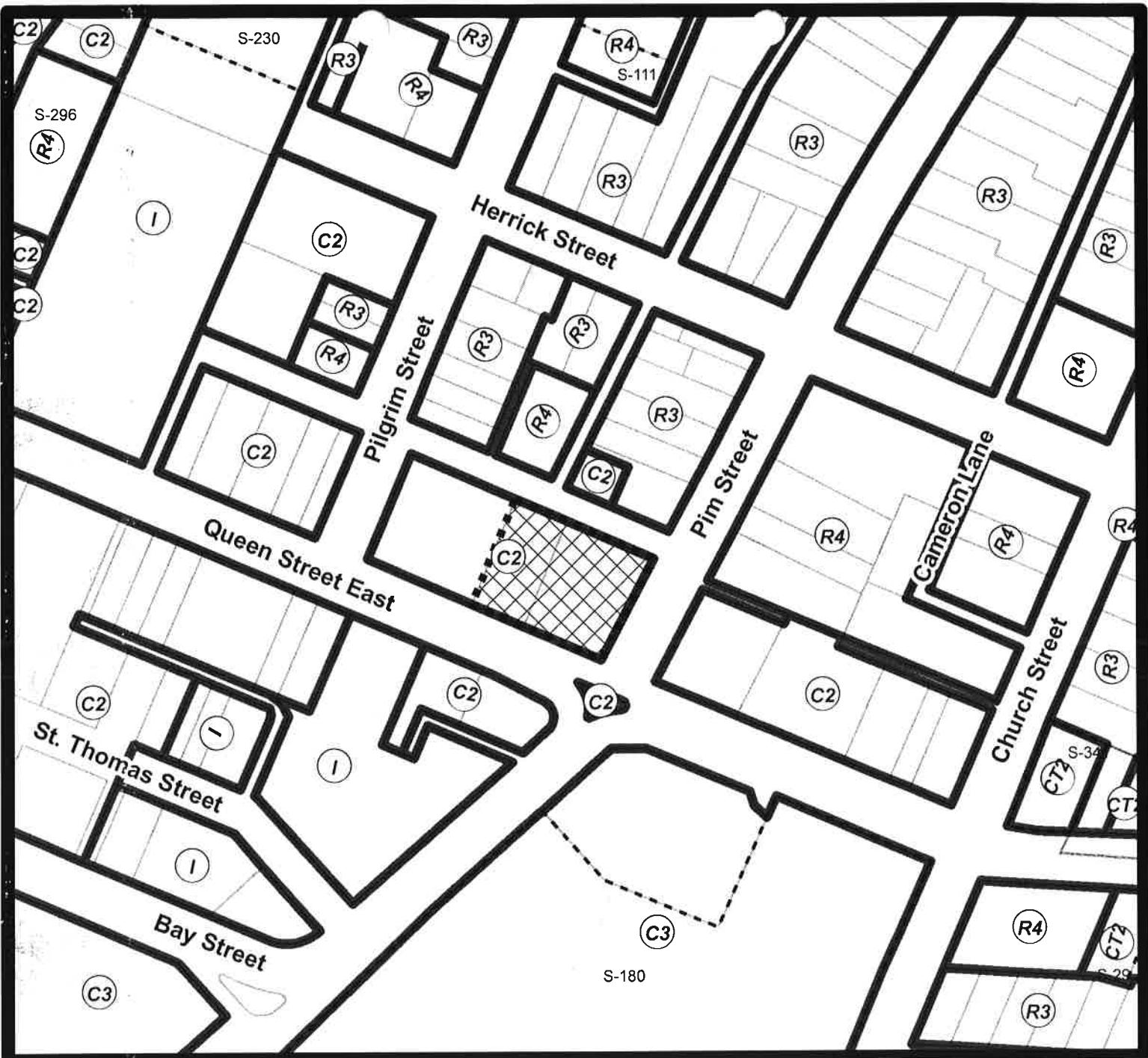


Subject Property = 844-860 Queen Street East

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ROLL NUMBER 020-043-113-00	ROLL NUMBER 020-043-114-00
844 Queen St E	860 Queen St E

MAP NUMBERS 8 & 1-3	MAIL LABEL ID A-8-16-Z
------------------------	---------------------------



EXISTING ZONING MAP

844 & 860 QUEEN STREET EAST

Planning Application: A-8-16-Z



METRIC SCALE
1 : 2000

ROLL NUMBER
020-043-113-00
844 Queen St E

ROLL NUMBER
020-043-114-00
860 Queen St E

MAP NUMBERS
8 & 1-3

MAIL LABEL ID
A-8-16-Z

Legend

Subject Property = 844-860 Queen Street East	CT2 - Commercial Transitional Zone
R3 - Low Density Residential Zone	C3 - Riverfront Zone; C3hp
R4 - Medium Density Residential Zone	I - Institutional Zone
C2 - Central Commercial Zone	Page 204 of 498# = Special Exception Zoning

Sault Ste. Marie Innovation Centre

Overview

for:

Sault Ste. Marie City Council

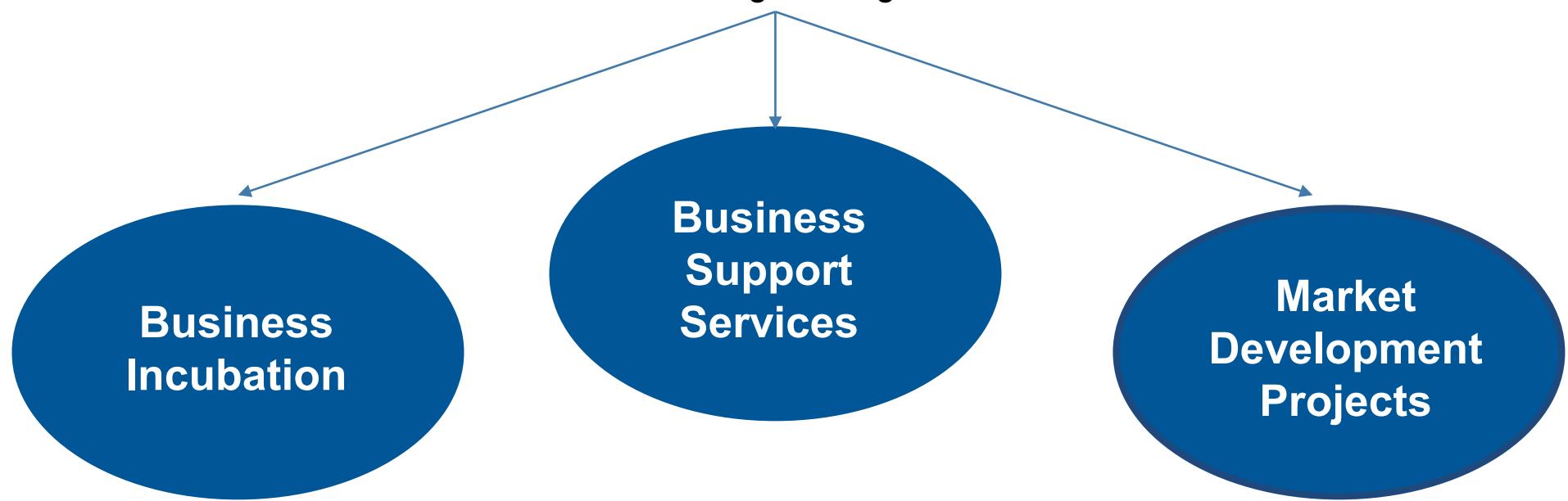
May 16th, 2016





SAULT STE. MARIE
INNOVATION
CENTRE

A non-profit organization driving
growth in the science and technology sectors
in the Algoma region.



SAULT STE. MARIE
INNOVATION
CENTRE

Mission Statement

To drive business growth, facilitate research and commercialize innovation in globally significant areas of science and technology through partnerships, expert advice, community development, business incubation, youth outreach and sector development activities.

Vision Statement

Build and actively develop an innovative science and technology hub: a perpetual generator of knowledge and prosperity.

High Level Goals

- Operate an innovative, efficient and effective organization that makes a significant, positive impact on our region
- Provide high-value business services to grow the Science and Technology sectors in Sault Ste. Marie and Region
- Develop and nurture the science and technology sectors of Sault Ste. Marie
- Develop and grow internal profit centres



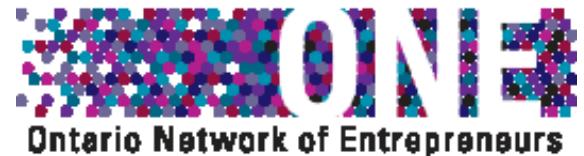
Board of Directors

- **Chris Wray;** CAO / Clerk-Treasurer, Municipality of Wawa – Chair
- **Kirsten Corrigal;** Manager, Forest Legislation and Planning Section; Ontario Ministry of Natural Resources - Vice-Chair
- **Theresa Cassan;** Director of Credit and Risk Services at Northern Credit Union– Treasurer
- **Stephanie Bifano;** Employee Relations Manager; Agero
- **Karen Bird;** RBC Dominion Securities
- **Nevin Buconjic;** Manager of Trade, Investment & Community Marketing; Sault Ste. Marie Economic Development Corporation
- **Dr. Craig Chamberlin;** President; Algoma University
- **Dr. Ron Common;** President, Sault College
- **Jim Harmar;** Senior Partner, Shelby Environmental Services
- **Ross Romano;** City Councillor
- Ex-Officio – Mayor Christian Provenzano



SSMIC Overview

- Over 40 staff
- Member of Ontario Network of Entrepreneurs
- Partnerships with Algoma University and Sault College
- National Research Council IRAP Office on-site



Metrics – Success!

Metrics	2015	
	Target	Result
1) Job creation	50	60
2) Funding leveraging	\$3.6M	\$3.6M* <small>With projects approved in initial NOHFC meeting of 2016</small>



Metrics – Success! (cont'd)

Metrics	2015	
	Target	Result
3) Business Incubation	8	6
4) Provide value-added services (e.g. referral, advice, business plan review, etc.)	70	70+
5) Continue youth outreach activities	Reach 1,500 youth	Over 1,500 youth reached



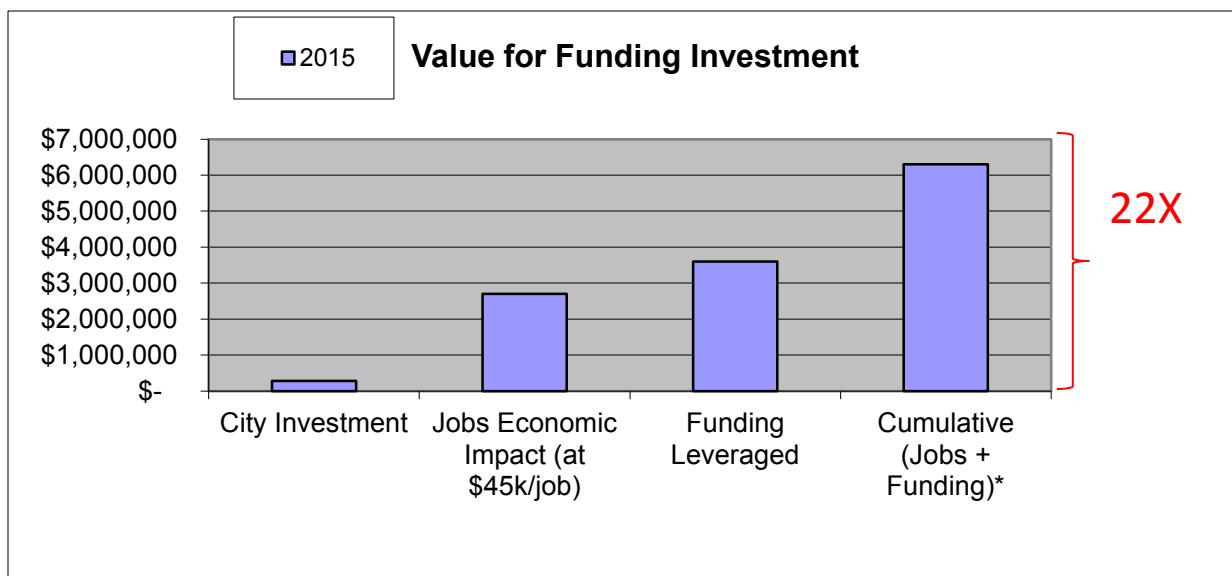
Metrics – Success! (cont'd)

Metrics	2015	
	Target	Result
6) Increase GIS related business in Sault Ste. Marie	\$1.4M	\$1.4M
7) Raise the profile of the innovation sector locally and externally		Achieved
8) Create the environment for growth in IT (networking events; training workshops, etc.)		IRAP events; Grub at the Hub Lunches; Innovation Awards



Value for Money

- City provides \$277,890 for SSMIC economic development activities
- **SSMIC helped drive a \$6.3M jobs and funding impact in 2015**
 - 60 new jobs @ conservative \$45k/job = \$2.7M
 - \$3.6M in funding programs for business and for SSMIC projects



- Jobs attract young professionals
- Increase city tax revenue
- Align with strategic goals of City of SSM to build for the future!

SSMIC Business Services



Business Services

- Professional Support Services
- Mentorship Network
- Funding Assistance
 - Government
 - Angel/Venture Capital
 - Northern Ontario Angels Bear Pit Pitch competition
- Workshop Series
- Innovation Assistance Program
- Grub at the Hub Luncheons



Business Services

- Working with ~70 science and technology companies
- From startups to large companies
- 27 new clients in the last year



Downtown Expansion



- Accelerator Hub
- RBB Innovations first partner
- Events and programming taking place
- Youth incubation services under development



SSMIC Community Outreach



Youth Outreach



Elementary/Secondary School Outreach

- Head Start in Business Programming;
 - 17 Elementary programs- reaching 400 youth
 - 21 Secondary programs- reaching 1,000 students
- Junior Achievement programming coming soon

Post Secondary Outreach

- Active partnership with Algoma University, Sault College and OCE
- Building entrepreneurial awareness and supports to local youth
- Reached over 2,500 youth



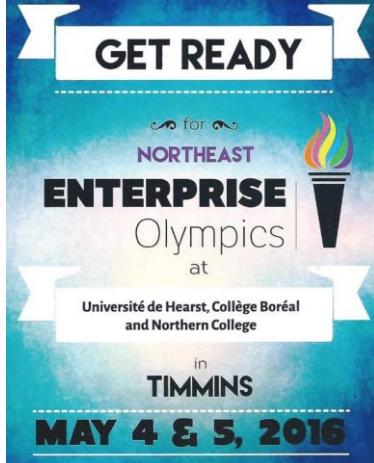
Youth Outreach



#HourofCode

- Created by **Code.org**, advanced by SSMIC and promoted to area schools
- 2015 Hour of Code
 - 1,800 students
 - 77 classes in 21 schools
 - Up by more than 300 students

Computer Science Education Week



Enterprise Olympics

- SSMIC involved with Enterprise Olympics
- High school students pitch business ideas to judges over the course of one weekend
 - *80 students in attendance this year*
 - *12 students from the Sault*



Youth Outreach

ARTIE- (*Advanced Research Technology & Innovation Expo*)

- Local exhibitors in science and technology
- Open to all SSM and Algoma elementary school students
- Reached over 1,600 students in 2016



SciFest- Community Partner

- April 2016
- Over 3,000 individuals attended
- Science North and other community partners



Community Events



SSMART
INNOVATION
AWARDS 15

- Annual event
- Over 100 members of community attend
- Recognizing Innovation Company; Educator; Leader; Project; Researcher; in Social Entrepreneurship; Student/Graduate; Web and Social Media; Youth of the Year



SSMIC Market Development



Market Development Projects – Driving Niche Opportunities

Science

- Smart Energy
- Bio-Sciences

Technology

- GIS
- Digital Gaming



Implementation Underway



- Driving opportunities in:
 - Smart/micro grids
 - Conservation/efficiency
 - Advanced pilot projects
 - Renewable energy generation
 - Community asset ownership
 - Emerging technology adoption
 - Post-secondary R&D/increasing capacity
 - Community Energy Planning
 - Private sector partnerships

Acting in a progressive way towards energy will help secure a better future.



To build a resilient farm and food sector in northern Ontario through innovative research and agricultural development projects

Research priorities: forage improvement, crop portfolio diversification and local food systems

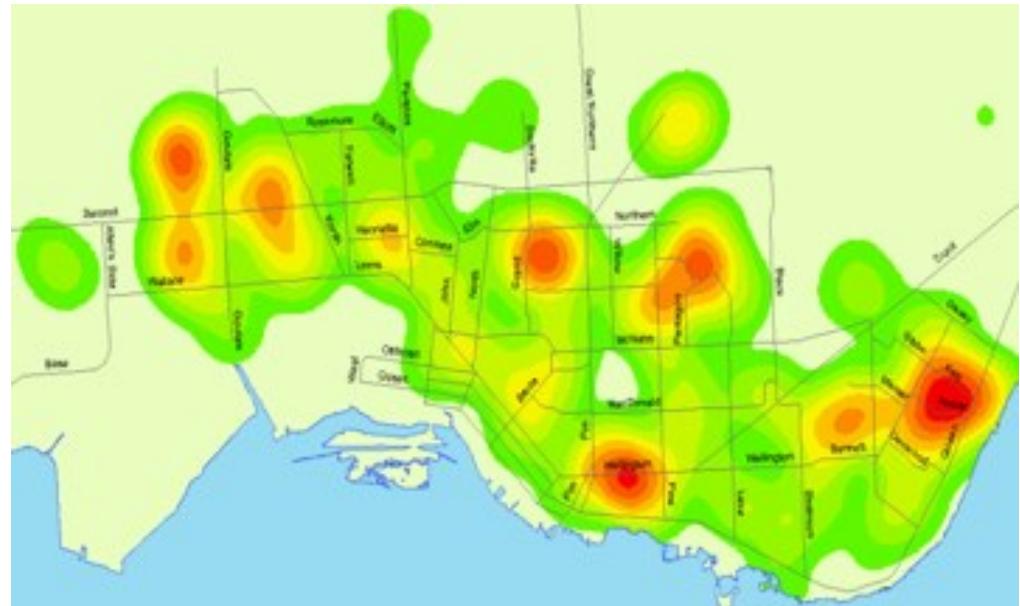
RAIN Completed its 3-year Pilot resulting in:

- 12 research projects, 10 researchers and 30 partners
- **Sustainable New Agri-Food Products (SNAP) Program –** Micro-grant program for creating new products
- **Regional Infrastructure Program** – 2,270 acres of tile drainage & land clearing over two years – investment of \$2.3 million. An additional 2,358 acres planned in 2016.
- 20+ workshops / networking events and Eat Algoma
- Over \$2.5 million in additional funding to start/expand agriculture ventures in northern Ontario



GIS – Community Geomatics Centre

- Unique in Canada
- Award winning
- 18+ staff
- Driving tangible benefits to the region
- URISA-Ontario - Best Public Sector GIS (2015)



Lottery and Gaming

- Gaming Taskforce continues in advisory role
- Leo Tiberi hired as Executive Lead, Lottery and Gaming - project team will be in place by June 2016
- Key stakeholder outreach completed through interviews/meetings
- Working with local lottery and gaming companies including Canadian Bank Note; Pollard Banknote; BMR
- Participating with Algoma University and Sault College in National Training Needs Assessment for the lottery and gaming sector



Innovation Centre Strengths

- Talented, passionate Board and staff (40+ and growing!)
- Actively growing critical industry sectors
 - ✓ S&T will continue to play a major role in the economy
 - ✓ Highly skilled, high paying jobs
 - ✓ Federal and provincial governments have targeted innovation and SME's as the cornerstones of future development
 - ✓ Provide exciting, challenging jobs to young professionals



Why Sault Ste. Marie?

We bring unique advantages to any science and technology business!

- Business Support
- Infrastructure
- Talent Pool
- Quality of Life



Thank you

For more information, please contact:

Tom Vair - 705-942-7927 x.3152

Cell: 705-971-5464

tvair@ssmic.com





SAULT STE. MARIE
INNOVATION
CENTRE

Sault Ste. Marie Innovation Centre

BUSINESS PLAN
2016

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1.0 EXECUTIVE SUMMARY

The Sault Ste. Marie Innovation Centre (SSMIC) will continue its efforts to grow the science and technology sector in a strategic and tangible way in 2016. At a time when the traditional manufacturing sector in Sault Ste. Marie is undergoing difficulties, it is a reminder of the importance of continually looking for new ways to evolve and diversify our economy. One of the most exciting aspects of SSMIC's activities is working directly with new companies and projects that have the potential to generate significant jobs and wealth in the community.

From information technology to smart energy to agri-innovation, SSMIC is involved in a number of advanced fields with great potential for growth. In each case, SSMIC takes a strategic approach to leverage strengths in the community in order to assist growth. As an example, this past year SSMIC worked closely with community stakeholders to develop an action plan for the lottery and gaming sector.

The framework from our previous IT and bio-science sector strategies continues to remain relevant and produce results for the community. We work to establish the environment in which companies can succeed and foster niche opportunities. In 2016, we will focus efforts to develop the following sectors:

- Technology
 - Digital Gaming
 - Geographic Information Systems
- Science
 - Energy and the Environment
 - Agri-innovation

SSMIC is pleased to serve as a member of the Canadian Digital Media Network, Ontario Network of Entrepreneurs and the Northern Technology Alliance. We strive to collaborate with our colleagues across Northern Ontario, Ontario and Canada to advance innovation.

SSMIC has set the following objectives for 2016 in order to provide value and measurable results to the community and our stakeholders:

2016 Objectives:

- Direct Job Creation – 50 jobs
- Program Funding Leveraged – \$3,700,000
- Business Incubation and Acceleration – Technology Incubator to include seven companies and grow clientele for the Accelerator Hub at 258 Queen Street
- Provide in-depth value-added services to 70 existing businesses (advice, business plan review, funding assistance, etc.)
- Continue youth outreach activities with presentations to over 1,500 local youth
- Enhance GIS and data analysis operations in Sault Ste. Marie and build on internationally recognized capabilities
- Raise the profile of science and technology sectors locally and externally
- Undertake organizational development to enhance employee engagement and excellence including the completion of a five year strategic plan

As we look forward to 2016, it is also important to take a moment to celebrate some key achievements in the past year. SSMIC was able to realize impressive results and was involved in a number of important community initiatives:

2015 Highlights at a Glance

- Assisted in the creation of 60 jobs in the region exceeding target of 50;
- Helped to attract over \$1.8M in funding to the community by year end 2015 and over \$1.8M approved at the first NOHFC meeting in the New Year to reach target of \$3.6M;
- In-depth client support for **70 science and technology companies** plus broader company support through workshops and outreach efforts;
- SSMIC worked with gaming stakeholders to develop a plan and is undertaking the lead role for the **Lottery and Gaming Pursuit Project**;
- **Graduation of Veracity Asset Management Group** from the incubator and now successfully established in downtown Sault Ste. Marie office;
- Delivery of “**Broadband for E-Business and Marketing (BEAM)**” and “**Innovation Accelerator Program**” with FedNor funding driving tangible results to small businesses;
- Development of **Goulais Broadband Upgrade Project** received NOHFC contribution of \$239,083 and anticipate FedNor contribution to enable project to proceed;
- **Algoma Games for Health** created seven ‘play on demand’ games for the charitable bingo sector and a game for youth with juvenile arthritis in a collaborative project with SickKids;
- The **Rural Agri-Innovation Network (RAIN)** has been actively completing research reports; undertook major tile drainage projects and ran successful local food events with the agricultural community;
- Support of **\$301,000** from the Ministry of Research and Innovation and MaRS Business Acceleration Program as a member of the Ontario Network of Excellence;
- The continued **development of the Community Geomatics Centre (CGC)** with new projects and clients from the community and across Canada; In 2015, the CGC won the URISA Best Public Sector GIS award for the fifth time;
- Ongoing funding support from the NRC Industrial Research Assistance Program (IRAP) to **directly support SME's**, run a series of training workshops featuring industry experts and roll-out a new professional services program;
- The completion of a number of youth outreach activities through school visits including a highly successful uptake of the **Hour of Code** program by local schools;
- Advancement of **data centre** project in Sault Ste. Marie;
- Highly successful and expanded **SSMARt Innovation Awards** luncheon held to raise profile of science and technology community.

The Sault Ste. Marie Innovation Centre looks forward to another exciting year in 2016 and the following business plan outlines in detail the focus areas, team and partners that will enable us to continue to build a strong science and technology sector. Our efforts will diversify our economy, attract and retain highly qualified professionals to our region and build a promising future for our youth.

2.0 CORPORATE OVERVIEW

The Sault Ste. Marie Innovation Centre was established in 1999 to function as a catalyst for economic development and diversification in the information technology and knowledge-based sectors.

Vision Statement

Build and actively develop an innovative science and technology hub: a perpetual generator of knowledge and prosperity.

Mission Statement

To drive business growth, facilitate research and commercialize innovation in globally significant areas of science and technology through partnerships, expert advice, community development, business incubation, youth outreach and sector development activities.

Organization Values

- Excellence
- Creativity
- Enthusiasm
- Honesty
- Respect
- Synergy
- Empowerment
- Agility

Legal Entity

The organization was incorporated in 1999 as a not for profit Corporation without share capital.

Geographic Area Served

The general services provided by the Sault Ste. Marie Innovation Centre and its incubation services are open to businesses and organizations that lie within the District of Algoma. This is a geographic area of 48,737 km² and has a population of 115,870 (2011 Census). Beyond business services, the Community Geomatics Centre and Algoma Games for Health also worked with a number of communities and organizations outside the Algoma District and across Canada to generate revenue.

SSMIC is also working with the Ministry of Research and Innovation and Ministry of Economic Development, Employment and Infrastructure as part of the Ontario Network of Excellence (ONE). SSMIC is also partnered with NORCAT (Sudbury), the Northwestern Ontario Innovation Centre (NOIC, Thunder Bay) and iiON (North Bay) in a pan-Northern approach to innovation and SME support. These efforts are designed to strengthen the Northern economy and identify opportunities to capitalize on the specific areas of expertise being developed in each of the respective areas.

Organizational Structure

The organization functions on a standard hierarchical structure with the Executive Director reporting directly to the Board of Directors.

Sault Ste. Marie Innovation Centre



3.0 INTRODUCTION

The following section provides an overview of SSMIC activities and outlines in detail the main focus areas for the organization.

3.1 Science and Technology Convergence

Utilizing the framework of the 2006 Community IT Strategy, SSMIC utilizes a two-prong approach to the development of the science and technology sectors (Appendix A – IT Strategy Recommendations). The first prong is to establish the environment necessary to develop innovation companies. The second prong is to develop certain niche opportunities that have been identified based on community strengths.

The general environment needed to drive the growth of the technology sector is similar to the environment required for science sector. Startup companies, whether they are science or technology based often require similar support (funding, business guidance, training, business incubation, etc.).

SSMIC is a dynamic support organization that provides one-stop-shop, concept to commercialization services for the science and technology sector to:

- Enable entrepreneurs to establish and grow their businesses through business incubation services, assisting in the acquisition of funding and mentoring resources;
- Facilitate and drive collaborative, leading edge research involving academia, industry and government research labs;
- Build capacity in key knowledge areas and enrich innovation talent;
- Facilitate access to expertise and capital infrastructure;
- Develop science and technology infrastructure; and
- Create awareness of regional strengths to attract investment and business.

More information about the activities that will be undertaken to “Establish the Environment” necessary to drive the innovation sector and the specific “Market Development” activities that will be pursued in the science and technology sectors is contained in the sections below.

4.0 ESTABLISH THE ENVIRONMENT

In order to foster an innovation economy, certain core components need to be in place. Having incubation services; access to capital for private sector companies; mentor networks, networking expertise, academic and government researchers and student programs all play an important role in the development of the science and technology sectors. This section outlines how SSMIC is working to develop these components.

4.1 Convergence Centre



Photo: Travis Favretto

In 2011, SSMIC moved all operations into the Essar Convergence Centre on the campus of Algoma University. The Convergence Centre serves as an important hub in Sault Ste. Marie to attract expertise and build the region's capacity to retain talented youth engaged in today's science and technology economy.

4.2 Business Services

SSMIC provides services to Science and Technology focused businesses within the region through two mechanisms: direct assistance (i.e. one-on-one services) and through general venture support activities (i.e. activities that benefit many regional ventures).

SSMIC services are oriented toward a wide breadth of venture types along the commercialization spectrum including researchers, concept-stage, start-up, SME as well as the larger established industries in Sault Ste. Marie and region. Common among all these entities however is the development and commercialization of Science and Technology as a cornerstone of the business. For the purposes of this document, these entities are collectively referred to as "businesses."

Business Services (Direct)

SSMIC provides a number of critical services to assist Science and Technology based businesses, to overcome challenges and move quicker on the path to commercialization. Typically, these services fall under the following categories:

1. Advisory Services
2. Business Incubation
3. Direct Funding Support (through SSMIC-managed funds)

1. Advisory Services

SSMIC helps Science and Technology entrepreneurs bring new and innovative ideas to the market place by providing valuable business advice, coaching and mentorship services to its clients. Through advice, coaching and mentoring, SSMIC successfully provides its clients with foundation of an effective business model framework that helps them to think strategically and creatively about their business, especially how to build their organizational capabilities to deliver their value proposition to their target market(s), in the face of competition.

Similarly, SSMIC assists its clients with business plan critiques and reviews, providing valuable assistance on how clients should crystallize their vision of future success - using the business plan as a thought process and a valuable learning lesson to focus on what is important to create success for their business. SSMIC continuously strives to provide valuable resources such as business and financial templates to assist their clients in completing their business plans.

In 2014, the Business Development Team has implemented with its clients the process of the “**Business Model Canvas**” (**BMC**) framework, a strategic management and entrepreneurial tool that enables new business start-ups to systematically find and serve customers profitably. It also helps the start-up to clearly identify the nine critical business building blocks such as value proposition, customer segment, cost structure, revenue streams and other financial and non-financial business infrastructures that are critical for a business to be viable and sustainable. As part of the Client Intake Process, each client is now required to complete the BMC, which is then reviewed by the Business Analyst and the Business Development Manager. SSMIC also conducts a BMC session with the client to help the client develop a viable business model. This session allows the client to go through a more in-depth process with the BD Team. It also helps to assess the viability of the proposed business idea, identify strategies and commitments to grow the business. The Business Analyst has developed a BMC guide and template currently being used by SSMIC clients. It’s a framework that has been thoroughly studied for implementation at SSMIC.

Market Intelligence

SSMIC can help SMEs access market intelligence reports from the top marketing research firms in North America to support the growth of their Science, Technology or IT business. MaRS Market Intelligence gives Ontario entrepreneurs access to premium market research resources and services at no cost—all provided by information specialists with expertise in IT, software, telecom, pharmaceuticals and health care, biotech and cleantech. In order to access this information, the business has to be a client of SSMIC.

Human Resources (HR)

SSMIC provides valuable human resource services critical for the growth and success of its clients in the form of:

- Advisory services on identifying skills needed for the startups;
- Providing guidance on recruitment and hiring process such as salary packages, etc.;
- Providing HR templates on job offer letters, etc.;
- Providing access to a network of HR Professional Service Providers (PSP);
- Assisting clients in recruiting new hires through SSMIC databases, contacts and networks.

Financing Strategy

SSMIC monitors and works to obtain financing sources for Science and Technology businesses. SSMIC supports clients in obtaining financing from private capital sources and public funding (federal/provincial).

Public Funding: SSMIC monitors provincial and federal funding programs to ensure local and regional businesses are made aware of new programs that can help support their research and development and business growth. Currently, seed funding programs that exist include the Innovation Accelerator Program (IAP), the Small Firm Assistance Program (SFAP), the Professional Services Program (PSP), and the Broadband for E-Business and Marketing (BEAM). The suite of programs offered by the Northern Ontario Heritage Fund are also popular with SSMIC clients and SSMIC staff have considerable expertise in guiding companies to preparing successful applications and understanding the timeframes involved in this process. Generally speaking, there is limited capacity among SMEs to complete funding applications and successfully navigate the review process associated with these funds. SSMIC will continue to take a role in supporting clients in their efforts to access government funding for projects.

Private Capital: The Northern Ontario Angels (NOA) has been funded by FedNor as a non-profit organization providing education and information to entrepreneurs to help them become investor ready and act as a catalyst to form and support angel investor groups in Northern Ontario. NOA has established a pool of Angel investors across Northern Ontario. Recently in Sault Ste. Marie, under the guidance and direction of Randy Tallon, Consulting Principal for the Sault Ste. Marie group of Angel investors, SSMIC can now work directly with local Angel investors to finance and support business growth.

Other Client Financing/Funding/Employment/Co-op Programs: Through one-on-one discussion with clients and ongoing client surveys, we have found that financial lenders do not have a clear understanding on how to finance growing SME Science and Technology based companies. Traditionally, a growing company would have tangible assets (building, equipment, etc.) to offer as collateral against their loans. In 2015 the SSMIC Business Development team took an aggressive approach to reach out to other financial groups, as well as employment agencies in Sault Ste. Marie and the region that would help SSMIC clients grow their businesses in all areas of financial needs. This would include and not limited to: the Business Development Bank of Canada (BDC), Scotiabank, Sault Ste. Marie Community Futures Development Corporation (SSMCFDC), Superior East Community Futures Development Corporation (SECFDC), Northern Ontario Heritage Fund Corporation (NOHFC), Sault Ste. Marie Economic Development Corporation (SSMEDC), Department Foreign Affairs and International Trade (DFAIT), Employment Solutions SSM, Algoma University and Sault College Co-op Programs.

The Business Development team has met with all of these potential lenders and partners to explain in detail the process that SSMIC has put in place to help support business growth and create the much needed jobs in Sault Ste. Marie. In order for our clients to be successful and grow into the global markets, these lenders need to be more understanding and flexible when it comes to loans and investment.

SSMIC has considerable financial experience and is able to provide value added financial services to its clients such as:

- Providing assistance in developing financial projections for their business plans;
- Providing information on government funding opportunities and guidance and know-how to access such funds;
- Providing access to network of finance Professional Service Providers (PSP).

Legal/Intellectual Property (IP)

SSMIC is cognizant that a sound understanding of legal and intellectual property management is important for the success of any emerging science and technology startup and it promotes such understanding through the following services:

- Provides clients with referral and access to a network of legal Professional Service Providers (PSP);
- Promotes awareness among clients about the Canadian Intellectual Property Office (CIPO) as a resource center on IP management;
- Conducts workshops on topics covering legal and IP management.

In 2015, the Business Development Team expanded its knowledge base among advisors and continues to provide key SME programs such as MaRS Market Intelligence, Canadian Digital Media Network (CDMN) Soft-Landing Program, etc. and strengthened relationships with external subject matter experts (e.g. legal, finance, commercialization, business globalization etc.).

These opportunities have been strengthened by SSMIC's continuing relationships and funding support from the Ontario Network of Entrepreneurs (ONE), MaRS Business Acceleration Program (BAP) and the Canadian Digital Media Network (CDMN), as it now has improved access to advisors across the province from other Regional Innovation Centre's (RIC's) and access to a number of sector-focused innovation centres such as: The Accelerator Hub, Communitech Hub, Venture Lab, Invest Ottawa, Coral Communications Enabled Applications (CEA), and Health Technology Exchange (HTX). SSMIC continues to grow and foster relationships with all RIC's provincially and across Canada as well as establishing new relationships with key organizations with focus on SMEs such as the Sault Ste. Marie Manufacturing Association (SSMMA), Canadian Federation of Independent Business (CFIB), PARO Centre for Women's Enterprise, etc.

2. Business Incubation

Background on Business Incubators: The National Business Incubation Association (NBIA) identifies business incubation as an environment and program with certain important characteristics: "it offers a full array of business assistance services tailored to the client companies; it has an incubator manager on site who co-ordinates staff and outside professionals and organizations to deliver those services; it graduates companies out of the program once they meet the program goals."

Business Incubation is recognized as a viable economic development tool for supporting the development of new business entities in a community and was recommended for funding within the Sault Ste. Marie Economic Diversification Strategy under the Small Business Development Growth Engine. Incubation provides start-ups with affordable rental space and office facilities but more importantly, provides access to business mentoring services in order to improve success rates. Business Incubation services have been proven to increase the SME success rate from under 30 percent to over 83 percent.

Incubation is an important economic development tool that provides the community with the opportunity to grow new businesses and as such, it may require on-going financial support. Traditionally, incubators do not produce high profit margins so their value has to be measured against the economic impact of the businesses and jobs they enable in the community. SSMIC recognizes that the small business sector creates most of the new jobs in the Canadian economy (Statistics Canada) and as such will focus on supporting the Small and Medium Enterprise (SME) market. Consider the following:

According to Industry Canada, 98% of businesses in Canada have fewer than 100 employees; small businesses contribute between 25-41 percent to Canada's GDP; 69.7 percent of the private sector labour force is employed by small businesses. They have also created over 100,000 jobs on average between 2002-2012 accounting for almost 78 percent of all private jobs created. In addition, high-growth firms are defined as those with average annualized growth rates greater than 20 percent per year, over a three-year period, and with 10 or more employees at the beginning of the period. Furthermore 4.9 percent of businesses achieved high growth in terms of employment, with 50 percent growing 1 to 10 percent from 2012-2014.

Industry Canada, Small Business Branch, Key Small Business Statistics, September 2013

The above quote clearly shows that the small business community continues to be the primary source of new jobs in Canada, and it is apparent that the key to sustaining those jobs is to ensure that SME's are supported during those first critical years.

SSMIC Incubator: The Business Incubator provides an attractive option to small start-up companies to form their business and provide support in the critical start-up period. The SSMIC Business Incubator opened on April 11, 2005. In the first year of operation, the Incubator provided services to four tenant companies. The tenants are now recruited from the Science and Technology sectors through leads generated by advertising and programming as well as through referrals from SSMIC's partners (SSMEDC, CDC, IRAP, etc.).

The SSMIC Incubator expanded in 2011 as part of the move to the Essar Convergence Centre building, where it now occupies roughly 4,000 square feet on the second floor along with SSMIC staff. When fully occupied, the incubator is able to provide support for up to 13 new startups with a focus on innovative products and services from the information technology and science sectors. The organization now offers nine highly-desirable private office suites ranging from 85 to 280 sq. ft. and four pods (42 sq. ft.) available for either regular incubator or virtual incubator usage at the Essar Convergence Centre office.

In addition to traditional incubator work spaces, "virtual incubator" space has been a successful initiative for targeting out-of-town companies to locate in Sault Ste. Marie. The program allows Science and Technology companies not yet requiring physical office space in Sault Ste. Marie to have access to many incubator/SSMIC facilities when on site.

The SSMIC Business Incubator provides an attractive option to small start-up Science, Technology and IT based companies to form their business and provide support in the critical start-up period. The Incubator currently has seven tenants which include the IRAP support office:

- Callaghan and Associates Inc.
- Digital Grounds Inc.
- eQOL
- Insightworks
- SafetyLynx
- Wikwemikong Department of Lands and Natural Resources
- National Research Council, Industrial Research Assistance Program (NRC-IRAP)

The Incubator also provides services to several other companies that have since graduated or otherwise relocated their operations. A recent graduate of the Business Incubator that is now operating a profitable company in Sault Ste. Marie is Veracity Asset Management Group. The graduation and sustainability of this company out of incubation has enabled Veracity to grow its presence globally with increased revenue and created new hires/jobs in the community. To date, the incubator has supported several companies in many of the key strategic focus areas for the City of Sault Ste. Marie, including renewable energy, science, technology, information technology and gaming.

Accelerator Hub Incubator: New in 2014, the Accelerator Hub is a 6,000 square foot office space in the heart of downtown Sault Ste. Marie dedicated to collaboration and innovation. The Accelerator Hub takes the vision of the SSMIC Incubator and expands it allowing for future growth. Two organizations currently reside within the Accelerator Hub. It is also home to ‘Grub @ The Hub,’ an informational networking event designed to bring together likeminded entrepreneurs in the Sault Ste. Marie community. The current tenants are:

- RBB Innovations
- Algoma Games for Health

The City of Sault Ste. Marie has realized tangible economic benefits from the creation of these businesses. In addition to increasing the local tax base and creating jobs, these businesses support local diversification initiatives and attract new investment to the community. The focus on Science and Technology companies has enabled the community to both attract and retain high paying, highly skilled jobs.

Over the past six years ‘needs assessments’ of incubator clients have identified that companies and their owners require increased mentorship, coaching and advisory services specifically to solve problems, add support for high-level strategy development, and assistance with grant writing and financing strategies. The Business Incubator and its staff work collaboratively to provide this support, ensuring that these emerging companies are more likely to be successful as they move from concept to commercialization and now globalization. Through collaboration with Behr and Associates and the Business Development team, from the previous five clients (2014 – 2015) including several incubators entering global markets partnered with well-established companies, SSMIC now has **ten** companies going global with very positive projections of increase job growth and retention of these companies in Sault Ste. Marie.

Youth/Virtual Business Incubation: The Youth Business Incubator is a new initiative by the Sault Ste. Marie Innovation Centre helping to complement the current Business Incubator. This program has been established and is running under the name of ‘YouLaunch’ with the intentions of serving the Sault Ste. Marie and Algoma District. The Incubator will be developed in conjunction with the YouLaunch program

as well as the Youth Job Strategy. The Incubator will aim to make resources available online for youth and non-youth clients to access whenever they choose.

The program has been able to take advantage of provincial funding to hire three dedicated youth positions including On Campus Entrepreneurship Activity (OCEA) Coordinator, Youth Outreach Officer, and Youth Entrepreneurship Coordinator. These three positions are all a part of the YouLaunch program and are responsible for the program's day to day operations.

The goal of the program is to help provide entrepreneurial minded young people an alternative to the traditional career path, while also creating awareness of the feasibility of becoming an entrepreneur. The program began operations in May 2015 under the guidance and direction of the Business Development Manager and has since reached over 1,700 young people within the community outside of post-secondary institutions. In addition, the OCEA Coordinator has also reached 1,420 young people directly on the Algoma University and Sault College campuses and currently has four youth clients each starting a business. These new youth business services will be delivered in conjunction with the Youth Job Strategy which was released by the Government of Ontario, in particular the funding opportunities associated with the On-Campus Entrepreneurial Activities and Campus Linked Accelerators (CLA).

The total OCEA project has a value of \$258,400 with \$129,200 coming from OCE over a two year period. This project value includes the salary of the OCEA Coordinator, who is housed at SSMIC. The program is a collaborative effort between SSMIC, Algoma University and Sault College.

3. Direct Funding Support (through SSMIC-managed funds)

Over the past several years SSMIC has been successful in attracting larger government funding agencies to support SSMIC-managed assistance programs for SMEs. Typically, the government agency will provide a budget to SSMIC which it redistributes in the form of small project grants between \$1,500 - \$5,000 and \$10,000 per project. This program affords an administratively light process to SMEs for receiving funds for projects that assist them in overcoming hurdles to commercialization.

There have been several iterations of these programs from which SSMIC has developed best practices and created efficiencies in the process that improve program delivery. SSMIC continues to administer several programs through the next fiscal year. Moving forward with all funding programs, SSMIC branded the new regional program called the **Algoma Outreach Program (AOP) in 2014**. This program designated specific funding to areas north of Sault Ste. Marie as far as White River, and East of Sault Ste. Marie as far as Massey to establish full Algoma support. This program is in cooperation with Economic Development Corporations and Community Development Corporations that are within SSMIC's program delivery boundaries. The Executive Directors of these organizations have assisted in the implementation of the Algoma Outreach Program, which in 2015 has increased clientele outside the boundaries of Sault Ste. Marie and continues to grow the much needed jobs that have been lost over the past several years in the traditional sectors of many small Northern Communities such as lumber and mining

NRC-IRAP-sponsored Small Firm Assistance Program (SFAP): This is one of the three programs approved under the NRC-IRAP (2015-2016) contribution agreement for \$100,000. It's a program that provides \$1,500 and up to \$5,000 to small and early-stage firms to help them access technology, business and/or technical support services which assist them in their growth or competitiveness. This program has been approved for \$59,500 and it ends on March 31st, 2016. We are looking to support at least 11 technology SMEs under this program.

NRC-IRAP-sponsored Professional Services Program (PSP): a program which provides a qualified technology SME with one-on-one consultation and assistance up to \$1,500 to access a new professional advisor for initial assistance in areas relevant to its growth. Eligible services include but are not limited to the following six areas:

- Accounting (Chartered Accountant)
- Business Strategy
- Commercial Law (Lawyer or Patent Agent)
- Human Resources (Certified Human Resource Professional or Equivalent)
- Intellectual Property (Lawyer or Patent Agent)
- Technology Development

Although SSMIC maintains a database of preferred service providers, clients are free to choose their own provider as long as the provider meets the criteria and agrees to the terms and conditions of the program. This program has been approved for \$7,500 and ends on March 31st, 2016. We are looking to support at least five technology SMEs under this program.

FedNor sponsored Innovation Accelerator Program (IAP): This fund is a two year program designed to enhance the innovation, commercialization, management and trade capacity of small and medium-sized enterprises (SMEs) in the Sault Ste. Marie region. The program provides eligible SMEs up to \$5,882.35 assistance per project to help SMEs with developing and commercializing new innovations. The first two years of this program have been successfully concluded in March 2014 and SSMIC has received additional funding to implement the program for another two years starting September 30th, 2014 and will end on December 31st, 2016. The new program has been approved for \$310,000. We are looking to support at least 49 projects under this program.

SSMIC and its clients recognize the value of accessible, timely investments through SSMIC managed funds and as such, SSMIC will continue to pursue these opportunities with government agencies and will work diligently to seek out promising investment opportunities with regional SMEs.

General Business Support Activities (In-direct)

Part of SSMIC's role in developing Science and Technology based businesses includes providing access to services that improve the competitiveness of the region. Over the past ten years SSMIC has established itself as an aggregator of knowledge and resources within its domain for the community. SSMIC plans to continue in this role by providing valuable resources in the following formats:

1. Knowledge transfer and networking events;
2. Collaborative projects for business growth;
3. Development of competitive knowledge for the region.

1. Knowledge Transfer and Networking Events

In its continuous effort to provide networking services and knowledge transfer opportunities to its clients, SSMIC has successfully organized workshops, seminars and other networking activities relevant to the growth of the science and technology business.

In 2015-2016 SSMIC is hosting an SME driven, three-part NRC-IRAP sponsored workshop series that has included the following topics and speakers:

Workshop Title	Keynote Speakers	Date	Number of Attendees
Enhanced Funding Funding Forum For SMEs	Benton Leong, Angel Investor, Coach and Frank Erschen, Investor, Entrepreneur and Connector	November 18, 2015	Targeting at least 20 SMEs
Business Mentorship/Hearing from the Expert Workshop	Chuck Cartmill, CEO of Halifax's Solar Global Solutions.	January 20, 2016	Targeting at least 20 SMEs
Product Development, Intellectual Property (IP) Protection and Legal Aspects Negotiating and Entering a Partnership Agreement Workshop	<ul style="list-style-type: none"> • Christopher D. Bown, Ph.D. Partner, Patent Agent, Gowlings • Tim Harmar, Wishart Law Firm • Wissam Aoun, lawyer, educator and an intellectual property clinical director specializing in intellectual property and technical law (North America and Europe) 	February 17, 2016	Targeting at least 20 SMEs

NRC-IRAP has approved a budget of \$33,000 for SSMIC to organize the three workshops under the NRC-IRAP 2015-2016 contribution agreement. Other business development and networking events planned for the remainder of 2015 and early 2016 include events for Global Entrepreneurship Week and a Station Mall SSMIC Information/Awareness Day as well as other activity to market and communicate the business support activity at SSMIC. In addition to these, SSMIC will be pursuing continued funding from NRC-IRAP for the workshop series for the next Federal fiscal year period (April 2016 – March 2017).

SSMIC continues to coordinate monthly networking luncheons (Grub @The Hub) with presentations on a variety of topics that are useful to our clients and the public at large. The Grub @ The Hub events attract a wide variety of participants and interests. This also allows us to promote the Accelerator Hub in a business atmosphere with an informative networking event.

SSMIC will continue to work closely with its community partners in the economic development and small business support field. SSMIC maintains a close working relationship with these organizations to avoid duplication of services and work on joint initiatives.

2. Collaborative Projects for Business Growth

SSMIC often acts as a catalyst for projects that address a business need in the Science and Technology sector, providing project coordination and management services on behalf of project groups and partners.

This service builds opportunity awareness and includes development services as well as proposal development assistance. Research and development extension services are provided by SSMIC as a link between the research community and private sector. SSMIC facilitates increased activity in this area by

establishing processes to increase private sector awareness of research potential and facilitating links between private sector partners and the research community. SSMIC works closely with its community partners in the economic development and support for small business field.

Examples of current or past collaborative projects include:

- A Funders Forum took place November 18, 2015 with high profile guest speakers to help bring community partners in funding such as banks, government institutions, and angel investors together to help local businesses find the funding that is right for them.
- Collaborative efforts between the SSMIC Business Development Team and Business Development Bank of Canada (BDC) as well as Scotiabank and the Northern Ontario Angel SSM Group (NOASSM) have taken place to encourage SSMIC clients to access funding to support their business growth.

3. Development of Competitive Knowledge for the Region

SSMIC will continue to lead projects that develop the knowledge base and competitive intelligence of Sault Ste. Marie with the goal of identifying new opportunities and attracting investment in globally significant areas of Science and Technology. The model of having SSMIC lead the development of such knowledge and competitive intelligence has shown success in the past in attracting investment and will be leveraged again moving forward in 2016.

SSMIC staff remains highly engaged in the community in a number of activities which assists with networking and the identification of new opportunities. Some examples include participation on the following Boards and committees:

- Centre for Research and Innovation in the Bio-Economy (CRIBE) Board of Directors
- Gaming Taskforce
- Destiny Steering Committee
- Chamber of Commerce Business Development Committee
- Chamber of Commerce “STRIVE” – Young Professional Group
- Sault College Computer Studies Advisory Committee
- Aboriginal Youth Entrepreneurship Program Committee (AYEP)
- Social Enterprise for Northern Ontario Committee (SENO)
- StartUp Sault
- PARO Centre for Women’s Enterprise Committee (PARO)
- Social Entrepreneurship Evolution Advisory Committee (SEEAC)

4.2.1 ICT Project

In June 2013, FedNor officially awarded SSMIC funding for the “Information Communication Technology (ICT) Project.” The ICT Project was created as a response to research that identified the need to increase ICT utilization in Algoma’s small-medium enterprises (SMEs) and to further explore ways to achieve greater economic benefit from Northern Ontario’s ICT infrastructure. The project’s initial lifespan is for 24 months with a possibility for extension thereafter. ICT Sector Lead Coordinator, Angelo Pacione, has been responsible for the day-to-day operations of the project.

The primary goals of the ICT Project are:

- Identify gaps in telecom infrastructure to enhance services for SMEs;
- Provide ICT training, education, and awareness;
- Promote and implement broadband applications for SMEs.

Activity areas have been identified to focus on delivering on these objectives. *These are described below with some examples of progress made and future plans for each:*

- **Broadband Connectivity:** Areas lacking suitable high-speed internet connectivity (less than 5Mbps download), have been identified and prioritized using FedNor ISP driven coverage data. Telecommunication infrastructure projects will be initiated via RFPs for these areas with the anticipation of selecting and working with the qualified vendor to secure further government funding (FedNor, NOHFC) to assist them in completing the area's broadband project.
 - *Goulais River Area Broadband Improvement Project* – SSMIC Issued an RFP in August 2014 to deal with the area's broadband gaps. RFP process closed October 31, 2014. A vendor was selected by December 2014 with the anticipation of actual build occurring in the first half of 2015. Approval for funding this project was received from NOHFC and the most recent delay on the project has been due to the Federal election and freeze on funding approval from FedNor.
- **ICT Adoption, Utilization and Training:** ICT solutions will be promoted to SMEs to encourage their adoption to modernize and enhance their business practices. SSMIC will provide training where needed and act as a facilitator and advisory resource to implement these "E-Business" style solutions. FedNor provided funding for the Broadband for E-Business and Marketing (BEAM) program. Announced on November 10, 2014 this program offers up to \$5,000 for small businesses looking to increase marketing endeavors through Information Communication Technologies (ICT). BEAM's primary goal is to assist SME's with the adoption of E-business technologies to improve efficiency, reduce costs, and create growth through web and marketing, sales, competitive intelligence, and production/internal operations. These technologies include website development, search engine optimization, web systems management, social media, analytics, etc. The program has space for 72 clients over the next two fiscal years for a total of \$360,000 in funding. Since the inception of the BEAM program, SSMIC has been inundated with applications and a further application for funding will be requested.
- **ICT Education, Awareness and Stakeholder Collaboration:** Create awareness and educate SMEs on ICT technologies. Engage educational institutions to encourage dialog, new programming and collaboration to enhance ICT usage and interest among students.
 - *Workshops, Presentations and Training Sessions* – Hired speakers for half-day and full day workshops and presentations. Locally-based presentations were delivered by the ICT Lead with assistance from local IT leaders on informative ICT topics (i.e. Developing Mobile Strategies).
 - *ICT Advisory Council* – ICT Advisory Council formed in April 2014 made up of 17 members throughout Algoma. Council allows for the exchange of new ideas and address concerns of the ICT community in order to help businesses and projects to grow and come up with solutions to issues or obstacles the ICT sector may face. The Council

- meets quarterly and important topics discussed thus far include Youth Outreach related to ICT education and career options, and workshop/training topic brainstorming.
- *ICT Sector Promotion* – SSMIC is helping promote and grow the ICT sector. Jobs ads have been run (print and online banners) to promote the ICT jobs available in the area directed back to the SSMIC External Jobs webpage. SSMIC also created an ICT video to highlight the benefits of the area's ICT sector. The video is used to as promotional tool for business development and as a talent recruiting tool.

4.3 Education

An important component of building the Science and Technology sector is to work with educational institutions at all levels to develop the talent that will be required to meet our future needs. SSMIC is working with education institutions at the elementary, secondary and post-secondary level as described below:

4.3.1 Youth Outreach

In the past, SSMIC has participated with both post-secondary institutions in the City on various projects and has undertaken a number of activities to support the growth of the Science, Technology and IT sectors in the region.

In 2014 SSMIC coordinated and promoted the “Hour of Code” initiative which is a global movement reaching 15 million students across Canada and the United States last year alone. The Hour of Code is designed to demystify code and show that computer science is not rocket-science; anybody can learn the basics. It’s a critical skill set that the community will need to fill jobs in the future and SSMIC is happy to promote the event and pleased with the support of both school boards locally. Plans are currently underway to revisit this initiative.

SSMIC has integrated its annual ARTIE (Advanced Research Technology & Innovation Expo) event for local youth into the Sault Ste. Marie Science Festival event with a number of partners including Science North. This event was a great success in 2015 and we look forward to a bigger, better youth innovation event as a result of this initiative in 2016.

With the inception of YouLaunch, SSMIC has created a presence within local elementary and high schools. The Youth Outreach Officer has been speaking to the Aboriginal Youth Entrepreneurship Program on a bi-weekly basis at St. Mary’s College Secondary School.

The Youth Outreach Officer also held a four day workshop at the YMCA day camps in the summer where there was direct contact with 40 youth.

SSMIC has initiated discussions to bring Junior Achievement (JA) Canada to Sault Ste. Marie. JA is the largest youth business education organization in the country, has been inspiring and preparing more than four million youth to succeed in an ever-changing global economy.

4.3.2 Post-secondary Outreach

SSMIC works closely with both Algoma U and Sault College to identify new opportunities for the community. Some important opportunities for 2016 include:

- Algoma University
 - SSMIC is working with Algoma University on initiatives to increase entrepreneurship and develop new programs that support community initiatives;
 - SSMIC and YouLaunch have been on campus at least once a week holding an information table to help promote entrepreneurship to the students on campus with at least 100 students being reached each day;
 - YouLaunch also partnered with StartUp Sault to host networking events on campus to attract youth participants and local entrepreneurs;
 - Algoma University participates as a member of the Gaming Taskforce and SSMIC is collaborating to identify industry research and programming needs that can align with the university.
- Sault College
 - SSMIC is working with Sault College on initiatives to increase entrepreneurship and develop new programs that support community initiatives;
 - YouLaunch's OCEA Coordinator has office hours twice a week on the college campus where she makes herself more accessible to the students while promoting entrepreneurship on the campus;
 - YouLaunch also partnered with StartUp Sault to host a networking event on campus to attract youth participants and local entrepreneurs;
 - An information table was held during orientation week promoting entrepreneurship to 400 students over three days;
 - SSMIC collaborates with the Sault College Applied Research Centre (ARC) and brings new opportunities for companies to engage with faculty and students and leverage the infrastructure that is available at the College;
 - Sault College participates as a member of the Gaming Taskforce and SSMIC is collaborating to identify industry research and programming needs that can align with the College;
 - SSMIC staff are also members of the Sault College Computer Studies Advisory Committee and GIS Advisory Committee,

5.0 SECTOR DEVELOPMENT

Beyond providing business support services, SSMIC is proactively involved in developing opportunities that capitalize on regional strengths and have the potential to generate jobs and wealth in the region. In 2016 SSMIC will focus on advancing each niche opportunity and generating revenue from certain activities in order to support the organization. Priority opportunities being pursued by SSMIC in 2016 include:

Technology

5.1 Gaming

SSMIC's efforts are aimed at cultivating a local gaming cluster that could tie in to local strengths and needs (e.g. serious games for health) or to broader industry trends. Clearly, a local strength in Sault Ste. Marie is the presence of Ontario Lottery and Gaming and the knowledge capacity this brings to the community. In addition, SSMIC is actively fostering a niche sector in "serious games" (games for health, training and rehabilitation) that stems from a partnership with Algoma University and led to the creation

of Algoma Games for Health. Local stakeholders are also monitoring broader industry trends in areas such as social gaming, mobile applications and gamification to identify new opportunities.

5.1.1 Lottery and Gaming (L&G) Pursuit Project

Background - Ontario Lottery and Gaming (OLG) plays an important role in the Sault Ste. Marie economy contributing to the economic wealth and talent resources in SSM and generating an estimated \$60 million in direct payroll annually and several billion dollars in economic benefit to the City since locating in SSM. OLG now comprises a distinct and large part of SSM's knowledge economy and is a unique driver of our knowledge-based economy.

In 2012 OLG created a catalyst for Sault Ste. Marie to review the L&G Industry when OLG announced its modernization plans. By 2014 it was apparent to Sault Ste. Marie that modernization represented significant risks to our L&G economy but could also represent new opportunity. A Gaming Taskforce was formed at the encouragement of Minister David Orazietti and in response to clear interest by City stakeholders, bringing together key stakeholders in the community and L&G experts. Discussions of the Taskforce identified opportunities that have been pursued and are already returning promising results, including:

- Data Centre - A process was undertaken to construct a Tier III data centre in the community which is anticipated to be constructed in 2016 (provider selected, funding in process, technology park development site identified).
- Centre of Expertise – An opportunity was uncovered to attract a global IT services firm to SSM. This project is advancing and could create up to twenty five jobs in the near term and could create a significant number of additional jobs over five years in SSM.
- Talent Management – The importance of talent development and attraction has been stressed and a high-level strategy meeting has been held linking major employers, employment agencies and educational institutions together. This confirmed a need for resourced leadership of this component for the SSM L&G efforts as a future platform for the broader SSM knowledge economy efforts.
- Modernization Proponent Meetings – SSM stakeholders worked with OLG to conduct community presentations to the three proponents bidding on the lottery business and provide community information within the data room.
- Community Marketing – Outreach activities were undertaken to promote the community at major gaming conferences which has resulted in promising leads for company attraction (one international conference; three North American conferences have been attended resulting in over 75 contacts for business attraction).
- An emerging opportunity in the education sector is currently being explored with prospective L&G partners and Sault Ste. Marie's post-secondary institutions.

By February 2015 the Taskforce decided that success of a coordinated strategic effort required dedicated resources. There was clear evidence that opportunity exists and the community needs to assemble resources to continue and expand its work in talent management, industry outreach and business development activities

Sault Ste. Marie has a vision to take advantage of a number of emerging opportunities and expand its current L&G cluster to become a true “centre of excellence” in Lottery and Gaming. This is a strategic

activity that aligns with the City's goal to grow the knowledge economy in SSM. The key drivers beyond OLG modernization for this unique opportunity include:

- Dynamic industry trends opening the door to new technology platforms, research and development;
- Unique funding incentives of up to \$5M from Northern Ontario Heritage Fund New Investment program and additional incentives from FedNor and the City of SSM;
- Widespread community stakeholder support for L&G including Sault Ste. Marie Chamber of Commerce, post-secondary institutions, Sault Ste. Marie Economic Development Corporation (SSMEDC), Sault Ste. Marie Innovation Centre (SSMIC) and current private L&G partners (Canadian Banknote; Pollard Banknote; Brooks Marketing);
- Strategic alignment with the community's goal of building its knowledge economy.

Lottery and Gaming Pursuit Project - Given the opportunities in front of the community and the strengths which can be leveraged, it was proposed that a dedicated team be formed to proactively develop the Lottery and Gaming sector in Sault Ste. Marie.

Vision Statement - Sault Ste. Marie will be a globally recognized centre of excellence for Lottery and Gaming businesses.

Mission Statement - Proactively develop a Lottery and Gaming cluster in Sault Ste. Marie that includes an expanding group of private sector companies, crown agencies, researchers and service providers to create new knowledge economy jobs, innovation, and prosperity in the community.

High Level Goals

- Attract L&G businesses to locate in Sault Ste. Marie;
- Create high-value business services and a supportive environment for L&G organizations;
- Develop a strong talent pipeline to supply organizations with the human resources required;
- Create global awareness of Sault Ste. Marie's gaming capabilities and the community's offerings;
- Expand the knowledge economy sector in SSM.

Through the complementary and collaborative mandates of the Sault Ste. Marie Innovation Centre (SSMIC) and the Sault Ste. Marie Economic Development Corporation (SSMEDC), one community focused L&G project team will be established to drive the development of this sector. Using this dedicated team of experienced professionals operating on behalf of the interests of the City of Sault Ste. Marie and managed directly by SSMIC, business attraction and development efforts along with talent management efforts will be undertaken in pursuit of four foundational strategies:

- Retain – Actively compete to earn a greater share of OLG jobs within the restructured OLG post modernization.
- Convert – Actively compete to earn a strong share of selected private sector proponents from OLG modernization procurements and strengthen the certainty of their ongoing SSM presence (both lottery and casino bundle).
- Grow – Establish new partnerships and growth opportunities for current SSM based L&G relevant private sector firms.

- Create – Attract new businesses in pursuit of globally-facing L&G innovations and service delivery that strengthen the L&G ecosystem.

Acting with urgency, this pursuit team will immediately work to capitalize on opportunities arising from the transformation of the L&G landscape and address the real challenges that are currently facing the SSM L&G environment. At the same time, this initiative will drive community-wide growth of our knowledge economy talent pool and bring competencies for knowledge employers. A dedicated senior management team will be hired as a priority to initiate activities. In addition, SSMIC will be accountable for the supervision and oversight of the operations of the pursuit team and the associated contribution agreements from government and the private sector. The pursuit team will be responsible for creating, prioritizing and managing all business outreach strategies and tactics on behalf of City stakeholders.

The Pursuit Project will be managed as an integrated effort with a team comprised of experienced staff with the requisite capabilities to execute on deliverables. The team will be organized into four functional areas:

- Communications
- Talent Management
- OLG Modernization
- Business Development/Attraction

Summary of Planned First Year Activities

The first year will define core strategies and tactics across business outreach, talent and communications and see the most urgent priorities addressed for Sault Ste. Marie. This is anticipated to include the following:

Program	Description of Activities
Talent Management: Identify Core Talent Management Strategies, Tactics and Community Engagement platform for the SSM knowledge-based economy	<ul style="list-style-type: none"> - Build L&G Talent Management plan to guide retention, repatriation; attract and development activities; - Build L&G Talent Management tactics for immediate/urgent opportunities; - Research L&G industry needs on skills sets, emerging roles, training opportunities; - Integrate pipeline and communication strategies with business outreach activity; - Engage educational partners on program development and potential L&G industry learning initiatives; - Prepare repatriation outreach plan and tactics including event presence; - Design core communication presence for talent outreach within marketing strategy; - Work with local employment service agencies to develop a coordinated approach to recruitment ; - Collaborate with other major employers to more effectively recruit professionals to SSM.
L&G Services Market Outreach: Ensure SSM will retain and grow as many jobs possible through	<ul style="list-style-type: none"> - Develop L&G service market outreach plan; - Build Outreach implementation strategy for major procurement proponents and activate cluster marketing;

the modernization process (including OLG, lottery services provider and casino provider)	<ul style="list-style-type: none"> - Initiate and manage communications and marketing activity to potential lottery services providers; - Initiate and manage communications and marketing activity to potential gaming bundle providers; - Manage solutions development and business unit needs assessment of Modern OLG opportunities; - Develop analysis of global lottery services delivery opportunities.
L&G Innovations Market Outreach: Conduct business development/attribution activities	<ul style="list-style-type: none"> - Develop L&G innovations market outreach plan; - Initiate development collaborations with existing SSM L&G relevant firms to identify growth opportunities and needs; - Develop strategic analysis to prioritize leading business opportunities and focal sectors in L&G employment; - Initiate SSM Private Sector Opportunity Review; - Build L&G Top 50 Company Prospect database and outreach plan based on priority sectors/concepts; - Design business plan framework for attracting employers across top two priority focal sectors; - Manage market presence and attraction efforts across media/online/events; - Establish framework for First Nations gaming needs, plans, opportunities and partnerships, particularly in the United States or in gaming inputs development opportunities; - Immediate activities and opportunities that will be pursued are private sector operations growth, L&G education programming, RG (Responsible Gaming) integrated game design, First Nations/Indian Gaming solutions, and social gaming startup recruitment.
Communications: Establish Marketing Strategy, Communication Initiatives and Event Activity	<ul style="list-style-type: none"> - Prepare overarching communications plan with appropriate strategies; - Develop and research brand messages; - Design media channel mix (social, industry media, event, direct, online, PR); - Manage creative design and production of support materials; - Create stakeholder audience communications plan including content requirements, channels, frequency; - Build recommended activities for event/conference/workshop presence; - Recommend ROI analytics model; - Undertake initial market outreach program.

Once resources are hired, the initial 90-120 days of activity will focus on creating the initial strategies within each program area and undertaking priority activities that capitalize on near term opportunities.

Outcomes and Benefits - Given the significance of the L&G sector to Sault Ste. Marie's economy, the impact of this initiative is substantial. This project is expected to drive improved performance by Sault Ste. Marie in its share of job retention across three major L&G employers (OLG, Lottery Services Provider, and Northern Gaming Services Provider). The project initiative will also support employment protection and possible expansion of existing SSM based private sector L&G operations.

In combination these efforts will address the risk of loss of a significant portion of today's \$60 Million direct annual L&G payroll in Sault Ste. Marie and its place as a strategic asset for our knowledge economy.

The project will additionally focus on creating new, high-quality jobs within the L&G industry. This will include identifying corporations willing to establish divisions in Sault Ste. Marie to build or support technologies, services and products to meet global lottery and gaming industry needs. These efforts may arise through new investment, partnerships/collaborations and entrepreneurial start-ups and expansions.

The result of the project will be to create in Sault Ste. Marie a healthier, more robust and diversified local L&G cluster with strong potential for continued growth. It will also result in forming a basis for community-wide talent engagement that provides an approach for creating and managing a pipeline of highly skilled professionals for community organizations.

The L&G Pursuit Project will target the delivery of up to an estimated 200 permanent jobs within three years, creating a growth trajectory in place of an imminent decline of the sector. The resulting benefits of the project for Sault Ste. Marie include:

- Diversification – Sault Ste. Marie will shift its own L&G economy from a singular dependence on one major employer - OLG - to a multi-faceted L&G economy with several large employers, several small to mid-size private sector entrants and a new global market outlook. This will aid in the community's efforts to grow the knowledge economy.
- Sustainability – The creation engine and interaction between L&G participants will begin to generate a 'cluster' effect with new startups and entries arising from the elevated levels of L&G participants and market solutions.
- Knowledge-Based Community – Solutions in L&G talent management will extend to SSM's delivery in all knowledge-based employment development for emerging employer needs. Coupled with an integrated effort in post-secondary program delivery for key knowledge competencies, Sault Ste. Marie's L&G initiative will deliver community-wide strengthening of our youth, our attractiveness to new populations and our commitment to employer success.
- Revitalization – Capturing the excitement of a rejuvenated L&G sector and a stronger knowledge economy, Sault Ste. Marie will again feel the excitement felt during the initial relocation of OLC. This will have direct positive spinoff impacts for our community, local retail and services, municipal property values and revenues and acknowledged community economic leadership.

Metrics - The program will target the delivery of up to 200 jobs within three years of project commencement. Other metrics for which targets will be created and the team will report on include the share of jobs retained/converted, capital investment and startups generated.

Timeline Overview - The timeline for the project depends on securing funding. The start of the project was signaled by approval from Sault Ste. Marie's City Council on an Economic Development Fund (EDF)

request for \$250,000 per year over three years (\$750,000 total to be reviewed on an annual basis). In parallel, a Stage II funding request to NOHFC has been submitted by SSMIC. Funding support negotiations with OLG and with private sector funding opportunities are also being defined.

The formal launch of the project is likely to be underway in early 2016. Annual plans and related activities will follow for each of the next two years using an analysis of the effectiveness of specific programs and a refreshment of market targets and goals. In addition, during the first 90 to 120 Day Plan, funding contributions from all partners will be finalized to help accurately define the project scope and strategies based on resources achieved.

5.1.2 Algoma Games for Health



Algoma Games for Health (AGFH) was founded in 2009 and is a provider of serious games designed to inspire, engage and motivate in the health and education sectors. Algoma Games for Health is a serious gaming studio that looks to improve quality of life while creating a sustainable and prosperous high tech business. Through this purpose AGFH will contribute to the creation and nourishment of a video game development hub in Sault Ste. Marie, Ontario.

A serious game is a game designed for a primary purpose other than pure entertainment. The "serious" adjective is generally prepended to refer to products used by industries like defense, education, scientific exploration, health care, emergency management, city planning, engineering, religion, and politics. Algoma Games for Health focuses on the health care and education sectors and has enormous potential to contribute to the reduction of healthcare costs, improve lives for those in need, and generate revenue based on sale of product and contract work.

2015 Achievements



Play on Demand (PoD) Gaming: AGFH developed seven play-on-demand games in 2015 for the charitable bingo sector for Canadian Bank Note Corporation. In addition, the team has started the development of three slot style games of which will be owned by the studio and create reoccurring revenue moving forward. This will position the studio strategically as an experienced firm in this market. This project also opens the potential exists for future collaborative projects.



AGFH worked with the Hospital for Sick Children to create an educational game for children suffering with juvenile idiopathic arthritis (JIA). The objective is to develop and test an online game that helps children learn how to better manage their arthritis. This project will become a signature portfolio piece for the studio, adding additional credibility and recognition for AGFH.

2016 Focus Areas

AGFH will focus on the following initiatives in 2016:

- Launch the Juvenile Idiopathic Arthritis (JIA) product with SickKids Hospital;
- Further development of existing assets including the eVoxative connect seniors living product;
- Expand upon the studio's presence in the charitable gaming sectors;
- Develop contract-for-hire work in the health and educational sectors.

These initiatives are detailed below:

Health Care - eVoxative connect takes the concepts and technology from our online speech therapy portal and enhances it to create a seniors living experience that allows loved ones to connect with one another in a fun and engaging manner. Some of the market highlights include:

- The market size for retirement homes has shown a significant growth rate from \$13.5 billion in 2005 to \$17 billion in 2010 in the United States;
- The Canadian market consists of approximately 250,000 long-term care beds in some 2,355 facilities.

The product we are developing leverages our existing infrastructure to allow family and friends living at a distance to share a fun gaming experience online enhanced with video conference technology. The technology will be designed with a simplistic interface allowing seniors to participate with ease. This product will use a subscription based model with monthly fees to use the service.

The commercialization strategy for this will involve strategic alliances with partnering organizations that have strategic positions in the retirement living space. We believe that it is critical for the strategy to involve an opening blitz that secures a significant market share in the early stages. This is vital to ensure that competition does not replicate our concept and develop a stronger market presence. The primary target market is retirement living homes. In Ontario alone there are 634 homes with 77,000 beds. The top 11 companies control 252 homes or 32,000 beds. The strategy is to sell direct to them and secure a significant presence early on with direct marketing.

The secondary target market is the consumer market where the product is pitched to the loved ones of seniors; the sons and daughters of seniors who wish to have more frequent and engaging interaction with aging family members. This will be done through digital marketing in specific areas to those in this target market.

Lottery and Gaming - The studio is looking forward to the release of the first three PoD games and growing the product portfolio in the charitable gaming space in the future. These products will be commercialized in 2016 in the Ontario market in partnership with CBN (Canadian Bank Note). Charitable gaming in Ontario will see investment from OLG in the near term, enhancing bingo halls and adding to the player experience. The size and grow of this market is detailed below.

	assumptions (source: survey data)	number of adults in Ontario
Ontario adult population		10,000,000
Ontario population who do not reject Bingo	70%	7,000,000
likelihood to play at Bingo Gaming centre in next 12 months (weighted)	25%	1,750,000
expected frequency of visiting Bingo Gaming centre in next 12 months (number of times/year)	12	
expected spend on games	\$62	
total expected revenue for Bingo Gaming centre		\$1,302,000,000
current revenue on games source: AGCO 2011/12 annual report includes revenue from registered bingo halls (61 halls), electronic bingo halls operated by OLG (16 halls), Break open tickets, raffles (AGCO licensed), raffles (municipally licensed)		\$1,155,448,592
expected revenue vs. current revenue on games		+ 13%

The lottery industry is in a state of transition around the world and jurisdictions are evaluating opportunities to increase revenue by adjusting operating modes to enable private sector partners to bring new innovation through technologies and business models to achieve better results. This will create an opportunity for AGFH to create digital media products for this sector that are fresh and innovative. Like any industry, new technologies and business models have emerged that leverage advanced hardware, software and internet platforms. These platforms present opportunities for development in the lottery and gaming sector. This also provides opportunity for better customer engagement, product development, channel delivery services and revenue generation that can be realized through these new technology solutions and business models. Furthermore the studio's experience with CAMH (Centre for Addiction & Mental Health) can be leveraged into new opportunities with OLG around responsible gaming and awareness products.

Strengths	Weaknesses
<ul style="list-style-type: none"> AGFH now has a diverse and credible portfolio that can be used to attract new business in the health care, educational and gaming sectors; The studio has a talented staff that have demonstrated their ability to apply gaming concepts to diverse health and industry subject areas (mining, juvenile arthritis, education). 	<ul style="list-style-type: none"> AGFH does not have monthly reoccurring cash flow to support operating expenses. Existing product revenues only provide a small fraction of expenses. Contract work is periodic and difficult to forecast; The studio does not have a dedicated resource for pursuing new business; Small team does not create role redundancies and makes staff turnover recovery challenging; The AGFH brand is limiting and can be a hindrance when attempting to do business outside of the health care space.

Opportunities	Threats
<ul style="list-style-type: none"> • The success of the CAMH project has created new opportunities with OLG in the responsible gaming area; • Toronto Rehab continues to use the eVoxative Portal for research purposes and a funding submission has been filed for product enhancements; • AGFH is submitting funding proposals for projects with Ontario Trillium Foundation; • A conversion to separate “spin out” for-profit corporation can present an opportunity to utilize digital media tax credits and to take advantage of the Canadian Media Fund; • Opportunities exist for re-skinning existing products to generate new revenue streams; • New brand development could strengthen our appeal in markets outside of health care. 	<ul style="list-style-type: none"> • This is a critical time for AGFH from a fiscal perspective. The factor of safety between cash reserves, expected revenues, and expenses is minimal; • Timelines for regulatory approval with charitable bingo games present an obstacle for release of games and subsequent revenue generation.

Objectives for 2016

1. Expand and commercialize the presence in the lottery and gaming sector;
2. Secure new business in the health care and education space;
3. Development and commercialization of the eVoxative Connect software;
4. Secure a significant contract from a new external organization.

5.2 Geographic Information Systems (GIS)

A Geographic Information System (GIS) is a specific type of information system in which information is geographically referenced to a specific place or coordinates on earth. This geographically referenced information is the foundation supporting a broad range of business performance opportunities including improved infrastructure management, public safety, land use/environmental planning, enhanced business communications, improved health and human service delivery and spatially significant data analysis supporting decision making.

SSMIC, in partnership with the City of Sault Ste. Marie and PUC, has implemented one of the most comprehensive municipal GIS solutions in the world. SSMIC's GIS department has evolved to become the Community Geomatics Centre (CGC), a division of SSMIC that serves a large number of clients and partners, all sharing data and infrastructure to reap the benefits of this impressive system. A major focus area for SSMIC is the continued growth of the GIS sector in SSM. The CGC is a shining example of a market development project and has a great deal of potential for future growth. The CGC operates as a self-sustaining department of SSMIC that is funded directly by the clients accessing its services.

The CGC has also put Sault Ste. Marie on the map with international coverage of its unique community model. Coverage in major GIS publications such as ESRI Healthy GIS, ArcNews North, and URISA

demonstrate the world class nature of the solution operated in SSM. In 2015, the Sault Ste. Marie GIS solution was selected as the Best GIS in Ontario by URISA. Sault Ste. Marie is a five time winner of that award. The CGC also won an ESRI Award of Excellence in 2012.

Two Consulting studies were completed within the last four years which examined existing shared service GIS solutions. In both studies, Sault Ste. Marie was shown to be the only proven example of a sustained solution.

“The CGC has compiled one of the most comprehensive and intelligent utilities infrastructure databases in the world...The CGC has compiled one of the world’s most complex and comprehensive GIS systems.” Doug Girvin, Stantive Technologies Group 2011 on Wood Buffalo Shared Services Partnership Proposal.

“The closest ‘pure’ Community Information Utility (CIU) model that the Consultant Team was able to find in an extensive benchmarking and literature review process was the Sault Ste. Marie Innovation Centre development...The Sault Ste. Marie Innovation Centre is considered to be the definitive model of the CIU in Canada.

The SSM CIU is, without question, the most advanced organization of its type in Canada....Over the past decade, the SSM CIU has been leading the country in respect to the novel application of the use of spatial data with advances in transportation management, natural and resource management, economic development, municipal governance and management, but, also, for the purpose of improving health and social services.” CFN Consultants Inc. 2011 on Final Report regarding the Feasibility Study for the Southwest Nova Scotia Community Information Utility

The CGC provides a number of benefits to the community which can be attributed to its unique position within the Innovation Centre. SSMIC has conducted work in this field and presented to a number of groups locally, provincially, nationally and internationally. From the presentation feedback it is clear that SSMIC is a leader in this space and organizations are interested in furthering their use of GIS.

In 2015, the CGC was invited to speak about Sault Ste. Marie as a smart city at the Big Data Productivity Congress in Halifax. In a smart cities talk by T4G consultant Cathy Simpson, Sault Ste. Marie was referred to as *“the shining beacon for all the world’s communities to strive for in terms of being a smart city.”* The organization also performed a great deal of in-kind community work to support health and social organizations in SSM. A list of these projects can be found in Appendix B.

Additional background on the CGC can be found in Appendix B -Community Contributions and Appendix C - CGC Background.

Science

5.3 Energy



The SSMIC Energy Division will continue to execute the smart energy strategy in 2016 and undertake a number of development initiatives with corporate partners. 2015 was a re-building year for the energy team as the departure of key resources led to a delay on certain activities and necessitated the recruitment and integration of new staff.

2016 Opportunities and Objectives

- Assist in the development of a smart grid project in Sault Ste. Marie and leverage this investment to drive further benefit to the community;
- Explore opportunities to develop new energy generation projects in the region including rooftop solar;
- Continue to work with partners to advance a bio products initiative that will utilize the region's vast fiber supply;
- Expand partnership with LED Roadway Lighting and the creation of software to monitor and control lighting assets;
- Community Investment Company or Energy Co-operative - This will be investigated in detail in 2016 through working in partnership with subject matter experts;
- Continue to perform outreach and branding for the community energy sector;
- Investigate energy storage and collaborate with technology providers and partners.

Energy Situational Analysis for 2016

Strengths	Weaknesses
<ul style="list-style-type: none">• We have existing projects under development in the smart grid and bio energy areas to focus our efforts;• Energy assets located in our region provide us with a unique foundation to our energy story;• The team has built good relationships with the local energy sector as well as many partners throughout Ontario and in the United States;• Our region is committed to the growth of the energy sector.	<ul style="list-style-type: none">• Sustainability of the energy team beyond the one year funding window;• Regulatory hurdles make it difficult for new projects in our region;• Research capacity in the region is limited.

Opportunities	Threats
<ul style="list-style-type: none"> • Opportunity to leverage potential smart grid project to drive additional benefits to Sault Ste. Marie (research, business attraction, awareness); • The department continues to work with Versa (spin out from Battelle) to move the pyrolysis project forward; • We are in discussions with a LED Roadway Lighting for business development opportunity in Sault Ste. Marie. 	<ul style="list-style-type: none"> • Being unable to generate equivalent funding dollars to match those being proposed by other jurisdictions risks losing projects to those areas.

5.4 Bio-Sciences



RAIN Pilot Project Summary

The Rural Agri-Innovation Network (RAIN) was launched as an effort to improve the food and farming sector in Algoma District, while bridging connections across northern Ontario to improve the sector overall. RAIN has been a fruitful three-year pilot project that will end in early 2016. The pilot project has showed significant benefits for developing Algoma's agricultural infrastructure, demonstrating best practices, testing new crops, training and skills development for farmers, and assisting local farms market their products. As these activities have benefitted local farmers and other northern farms, there has been an appreciation of RAIN's activities to assist in the creation and expansion of farm businesses.

Research Projects

- Led 12 research projects and partnered on two additional research projects during the RAIN pilot project (2013-2015).
- Secured over \$410,000 in funding for its research projects during the pilot which covered costs for researchers, equipment, analysis and operations.
- Employed ten researchers, including post-docs, Masters students and research internships for its projects.
- Partnered with 29 different organizations, funders and private companies to undertake its research activities.
- Partnered with local farmers to conduct research on 18 different on-farm site locations in the Algoma District.

Market Development

- Assisted over 20 individual farms and food producers with establishing new businesses or expanding existing businesses through its market development activities.
- RAIN's major fundraiser, Eat Algoma 2014, raised \$10,000 in its first year and attracted 1,500 consumers with 400 tickets sold and 25 food and farm businesses involved. Raised approximately \$12,000 in year two.
- Buy Algoma Buy Fresh initiative printed 10,000 local food directories, raising \$3,000;
- Over \$400,000 in funding was leveraged for co-operative ventures like Penokean Hills Farms.

Infrastructure Development

- Tile Drainage and Land Clearing programs will install 3,130 acres of tile drainage and land clearing (\$1,638,500 in grants) in Algoma-Manitoulin with 49 farmers participating.
- SNAP (Sustainable New Agri-food Products) program approved 46 projects in the North. There have already been 22 FTE positions created and 10.3 FTE's maintained. SNAP resulted in 32 new products created as of April 2015.
- Assisted 95 farm and food businesses with starting new ventures (16 of 95) and expanding existing ventures. RAIN's infrastructure programs (SNAP/Tile Drainage/Land Clearing) leveraged \$1,878,500 in grant funding for businesses to start-up or expand operations.

Training, Networking & Collaboration

- Hosted 11 educational workshops related to farm production, marketing, business development with 232 participants and 10 partners.
- Hosted nine networking events related to value chain development, farm development and economic development with 455 participants and seven partners.
- Hosted four major public education events like the Green Expo, the Sustain Algoma Expo and Eat Algoma that attracted over 3,400 participants with eight partners.

RAIN Sustainability Planning

Since RAIN started with a significant proportion of funding from provincial and federal government sources, it must consider how it can become self-sufficient. RAIN has completed a sustainability strategy that emphasizes **partnership with the private sector to conduct research and development; partnership with the farming community to develop infrastructure and the development of farm-based enterprises** that will aim to sustain RAIN's base of operations for the next three years.

Private-Public Research Partnerships: In addition to continued partnerships, RAIN must meet its mandate for making advancements in agriculture innovation that is specific to northern Ontario. Research and development for agriculture innovation will be continued in the next three years as RAIN has made significant gains with its current projects. Farm and pasture management will continue to be a theme of development as RAIN is now leading three major projects on pasture improvement through rotational grazing, keyline plowing (subsoiling) and alternatives for fodder with hybrid willow and poplar. The other major research theme has been testing of crops that are new to the Algoma District, including specialty grain crops, oilseed crops, forages and legumes. Other research interests include

remote sensing and GIS analysis for agriculture development, marketing and distribution of local food and food hub (or local food co-op) development, and policy development that meets the needs of northern Ontario farming and food processing.

Infrastructure Development: Agriculture infrastructure development has occurred throughout the Algoma and Manitoulin Island Districts through RAIN's programs. The Northern Ontario Heritage Fund Corporation (NOHFC) infrastructure development program for agricultural tile drainage and land clearing has been a significant contributor to increasing tile drained land and clearing land for an agricultural purpose. RAIN aims to continue tile drainage and land clearing projects for the region to complement the projects already underway across northern Ontario. RAIN also aims to continue infrastructure development by investigating opportunities for increased on-farm or centralized storage of grain crops. Another infrastructure for agriculture is making investments in food processing equipment. RAIN aims to continue the SNAP program and provide additional opportunities for northern Ontario businesses to access funding for food processing and farming equipment to create new products.

Farm Enterprise Development: Internal enterprise development is another critical area to develop for RAIN's sustainability. In 2015, RAIN embarked on two enterprise pilots to support core operations. One enterprise pilot is the Algoma Table project, which is an online food marketplace that connects farmers and food buyers in Algoma. This marketplace enables food buyers to shop for local products and enables farms to share what products they have available. This marketplace is currently being assessed in its viability for RAIN to offer it as an ongoing service. Another enterprise is RAIN's farming services that include rentals of a seed drill and subsoiler for use by local farms. Both of these enterprise services will require additional start-up funds to prove viability.

Knowledge Transfer: In addition, RAIN is also considering how it can best transfer knowledge to the farming community with researchers and a wider network that include northern research stations and farm organizations. This continued knowledge transfer will be in the form of ongoing symposiums, policy dialogues, research notes, and partnerships with northern organizations to distribute and disseminate information.

RAIN Situational Analysis for 2016

Strengths	Weaknesses
<ul style="list-style-type: none">• RAIN's staff continues to move new projects forward with private partners and producers;• Events have good feedback and are well attended by farmers;• Eat Algoma was success in August, raising \$12,000 for RAIN;• RAIN funding deliverables are being met as the pilot is wrapping up;• RAIN's research projects from 2015 are now well developed with the addition of two new major projects;	<ul style="list-style-type: none">• Sustainability of RAIN past the three year pilot is RAIN's major weakness.• A drought year put pressure on RAIN's field research; weather station failure due to the battery failing.• The renewed SNAP project was put on hold due to the extended federal election.• RAIN's future projects to FedNor were put on hold until after the pilot duration so that more information could be collected.• Project site for the Pasture Improvement Project was delayed until the Fall.

<ul style="list-style-type: none"> • RAIN's SNAP program is a proven success with great results; • Algoma's first tile drainage consortium is now complete and a second major project is planned. The Manitoulin Tile Drainage program is also on its way to completion in 2016; • Positive advocacy generated for local farmers with chicken expansion consultation; • Good press coverage about RAIN's activities on Showcase, Research and Tile Drainage programs. 	<ul style="list-style-type: none"> • There has been little or no progress on building support for pan-Northern research. A meeting took place in the Spring but OMAFRA is stalled since it needs to undertake a bigger consultation; • Development of storage infrastructure has been slow due to producer involvement; • RAIN is going to be short staffed in 2016 due to the funding contraction. New projects are being pursued, but approvals are unclear.
<p>Opportunities</p> <ul style="list-style-type: none"> • Opportunity to apply to another SNAP program; • Additional research projects focused on precision agriculture and pasture cropping; • Producer interest in research on the Algoma Community Pasture site; • Event fundraising to continue in 2016 through Eat Algoma or a farm dinner; • Next Generation North project for skills development, succession plan preparation, mentorship and tool development; • Sault & Area Food Strategy Development an opportunity with support from Trillium; • Development of the Algoma Table enterprise; • Assisting local growers with writing funding applications and business plans for continued infrastructure development. 	<p>Threats</p> <ul style="list-style-type: none"> • Sustainability of RAIN after the pilot period is a concern that may stem from a lack of developed extension services, funding for research or producer support; • Not being successful on funding applications that have implications for sustainability past year three of the pilot project; • Discontinued support for RAIN from the rural communities due to lack of funds. • Planned events do not bring in enough sponsors or ticket sales as anticipated; • Bad weather that continues to stall activities on the ground for development of new crops; • Development of farm enterprises do not prove to be viable business models for RAIN to develop.

Critical Success Factors for 2016

- **Infrastructure development** – Aim to complete Manitoulin Tile Drainage program in 2016 while starting up Algoma's second Consortium (will be a challenge). Getting additional contractors to complete projects will be critical to successful completion of projects.
- **Continuation of RAIN's research projects** – RAIN's major research projects will continue in 2016 led by a new hire (to replace Saul Fraleigh). It will be critical to start new projects in order to get additional staff support. RAIN will be applying to the NOHFC Internship program for hiring a research assistant to assist Saul in the field with current projects.
- **Sustainability of RAIN** -
 - o Depending on funding, new projects will continue RAIN's activities to engage the agriculture community. These projects include Next Generation North (Rural Economic

- Development Fund), SNAP (FedNor), Youth & Agriculture project (Trillium). Other projects are being developed in partnership with Algoma University and the Algoma Food Network.
- Fundraising for RAIN in 2015 was able to raise \$12,000 in profit from Eat Algoma. It is anticipated that new revenue in 2015 will generate another \$15,000 from fundraising events or from fee-for-service activities.
 - The approved Algoma Pasture Improvement Project, Keyline Plowing Project and Sheep Fodder projects will continue into 2016, which will support existing staff.
 - RAIN's farm enterprises will seek funding in 2016 to continue to develop viable business models.
 - **Stakeholder support for infrastructure development** – Additional support is still needed for storage and processing improvements. While producers are interested in joining consortiums that require on-farm storage, government is not willing right now to assist with any new program at this time. There is an opportunity to develop off-farm centralized with the Regional Agricultural Co-op, but producer support needs to be there. RAIN will be promoting its services to assist producers with funding applications or write business plans for a fee.

6.0 SSMIC SWOT ANALYSIS

Strengths

- SSMIC has a strong staff which provides the organization with deep experience that will help to create transformational change in the development and growth of the science and technology sectors.
- SSMIC plays a critical role within the City of Sault Ste. Marie's Economic Diversification Strategy. The SSMIC is a pivotal element in two of the six growth engines (Research & Development and Energy).
- SSMIC is well positioned within the framework of the Federal and Provincial government's innovation strategies to be used as a vehicle to attract future funding to the District. The focus areas identified by Federal and Provincial Federal innovation strategies directly align with the focus areas identified by SSMIC. With the new government being formed Federally, SSMIC will seek opportunities to provide input and align with the strategic focus areas put forward.
- Many government programs are focused on assisting innovative SME businesses – a perfect fit for SSMIC.
- SSMIC is fostering a sector that is vital to the community. Studies have shown that the innovation sector (comprised of science and technology) will continue to play a major role in the economy and within the operations of almost all business operations. Further, these jobs are highly skilled, high paying jobs which can help retain our talented youth. The targeted sectors are also ones that are geography neutral – organizations in Sault Ste. Marie can serve a global marketplace.
- The GIS elements of SSMIC are widely recognized within the marketplace as credible resources and provide the capacity for future revenue generation.

- SSMIC is a known element within the IT and science business community and has established relationships with small businesses that can be utilized to facilitate partnerships that will enable those businesses to attract business and increase revenue.
- SSMIC has momentum. Additional funding support, growing recognition and the traction within its market development focus areas – all point to increasing benefits being delivered by SSMIC and growth of the science and technology industries in Sault Ste. Marie.
- Excellent network of contacts and collaborators which includes non-profit organizations, government organizations, universities, industry, funding agencies.
- Flexibility to adapt and take on projects in a skilled and efficient manner.

Weaknesses

- Many projects undertaken by SSMIC involve multiple partners and, in many cases, multiple funding agencies which increase the time required to complete initiatives.
- SSMIC's economic development activities are largely dependent on public funding.
- A lack of staff resources hindered growth of the Innovation Centre and certain projects in 2015. Almost all funding programs will not support operational costs yet core funding for staff is a prerequisite to being able to apply for, manage and deliver projects. SSMIC was short a key staff role (V.P. Development) for much of 2015.

Opportunities

- The modernization process of OLG creates an opportunity for Sault Ste. Marie as major new private sector players will emerge. SSMIC has put forward a platform to pursue this industry through the Lottery and Gaming Pursuit Project in partnership with key gaming stakeholders.
- The implementation of the Community Smart Energy Strategy and projects with global energy partners presents an opportunity for economic growth.
- The GIS skills and products developed within the SSMIC are leading edge and recognized as among the best in the Province of Ontario. GIS services are being marketed through partnerships and the efforts of SSMIC staff.
- Algoma Games for Health has opportunities to expand business through the sale of its contract game development services and building off current intellectual property of games.
- SSMIC is positioned to work closely with its partners in Sudbury (NORCAT), Thunder Bay (NOIC) and North Bay (IION) to further the Pan-Northern focus on incubation and innovation.

Threats

- Tightening government budgets from both the province and federal government may mean that funding programs that support companies and SSMIC activities are reduced.

- A tight labour market for skilled IT workers presents a threat that could impede growth if a talent pipeline isn't developed.
- An important source of funding for core operations comes from the City of Sault Ste. Marie which faces ongoing budgetary pressures.

7.0 MARKETING STRATEGY

Below provides a summary of the proposed MarCom opportunities, strategies and tactics for 2016.

Guiding Principles

- Support the development of targeted MarCom initiatives for SSMIC and its divisions, with SSMIC as the overarching corporate brand;
- Maintain a consistent SSMIC image that aligns with mission and values;
- Leverage corporate and community partnerships to build SSMIC's profile;
- Integrate strong call-to-actions on all communications;
- Relaunch ssmic.com as a 'one-stop' SSMIC information hub.

MarCom Opportunities/Strategies

OPPORTUNITY	STRATEGIES
SSMIC Corporate Seek out opportunities to tell the SSMIC story, building upon established equity as the catalyst for science & technology sectors in Algoma.	<ul style="list-style-type: none"> ● Create consistent messaging platform (e.g. tagline) that links all divisional activity to corporate brand; ● Utilize web site re-design as an opportunity to 'reintroduce' SSMIC, tying web launch to Open House event; ● Utilize paid and no-charge media outlets to promote SSMIC activity; ● Establish annual calendar of events that reflects SSMIC mission and values; ● Generate roster of corporate sponsors that support annual SSMIC events; ● Explore regional/provincial innovation-focused media campaign opportunity (e.g. via ONE/RICs); ● Leverage relationships with partners at all levels, to increase awareness of SSMIC; ● Build upon and promote SSMIC's successful track record of leading the development of projects that address community/business needs in Science & Technology; ● Expand marketing focus from SSM-centric to Algoma District-wide; ● Provide ongoing, timely and relevant content updates on social media sites to keep audiences engaged; ● Streamline newsletter sign-up and email distribution.
Business Services Increase profile of Business Services division throughout Algoma District to	<ul style="list-style-type: none"> ● Brand the division (name and logo) and create updated marketing material; ● Offer professional development and networking events.

help build SME and incubator client base.	<ul style="list-style-type: none"> Utilize client success stories and testimonials to attract new SME and incubator clients; Promote the breadth of added-value concept to commercialization services available, including Business Model Canvas; Collaborate with partners to build awareness of business services; Participate as guest speaker at community and industry events.
Gaming Develop a gaming brand that allows business growth beyond health sector.	<ul style="list-style-type: none"> Brand the division (name and logo); Create updated marketing material that includes an on-line project showcase to be used as a lead generation tool to extend reach to potential provincial/national clients.
Smart Energy Secure program partners and raise awareness of the Smart Energy Strategy.	<ul style="list-style-type: none"> Promote the Smart Energy Strategy to stakeholders to achieve buy-in and increase activity; Build marketing campaign materials and programming (e.g. awareness events) in collaboration with program partners.
Community Geomatics Centre Raise awareness and profile to help expand business and client base.	<ul style="list-style-type: none"> Rebrand division to align with ‘informatics’ core business focus; Showcase first-in-class model through exposure/speaking at industry events; Create updated marketing materials that include an on-line project showcase to be used as a lead generation tool to extend reach to potential provincial/national clients.
RAIN Showcase market sector leadership and innovation.	<ul style="list-style-type: none"> Support the marketing of RAIN initiatives; Seek opportunities to build awareness and profile of RAIN’s leadership role in the sector.

MarCom Tactics

Outreach/ Sponsorship	Collateral Material	Events	On-Line	On-Site
<ul style="list-style-type: none"> - Festival of Trees - United Way - SSMIC participation at events (as guest speaker/resource) - Participation on committees - Algoma U Halloween event 	<ul style="list-style-type: none"> - Banner ups/displays - Name tags - Podium - Giveaway items (e.g. pens, magnets) - SSMIC folders - SSMIC divisional handouts - Isoframe (with TV display) 	<ul style="list-style-type: none"> - ARTIE/Science Festival - SSMART Awards - Hour of Code - SME workshops - ICT workshops - Grub at the Hub - Other Divisional events (RAIN, YouLaunch, CGC, Smart Energy) - Community Awareness Day/Open House 	<ul style="list-style-type: none"> - ssmic.com - Eye on Innovation e-newsletter - Facebook - Twitter - YouTube - LinkedIn - Instagram 	<ul style="list-style-type: none"> - Algoma U Map - Signage/event posters - Tours - Phone - Digital TV - Events/news board in front reception

Memberships/ Subscriptions	Paid Advertising	Local Partnerships	Public Relations/ Publicity	Other
<ul style="list-style-type: none"> - Chamber of Commerce - Phone books 	<ul style="list-style-type: none"> - SooToday - Sault Online - Greyhounds signage - SSM Airport - Chamber of Commerce e-newsletter - Real Estate Stop digital sign - Sault Star career ads - AU/SC student handbook ad - Regional campaign (cross-province or region RIC) 	<ul style="list-style-type: none"> - Algoma U - Sault College - CDC - SSMEDC - City of SSM - Destiny SSM 	<ul style="list-style-type: none"> - Press releases - Media kit - Sault Star column - Shaw TV series - SSMIC collateral at partner sites - Free event /business listings - Sault College/ Algoma U - PHP List (email distribution) - Eventbrite - Lime Survey (surveys) 	<ul style="list-style-type: none"> - Referrals (e.g. via SME clients/ incubators)

Target Audiences

SSMIC Corporate	<ul style="list-style-type: none"> • Startups/Entrepreneurs • Funding Organizations • City Council • Community/Citizens of Sault Ste. Marie • Ontario Network of Excellence
Business Services	<ul style="list-style-type: none"> • Businesses in Algoma Region • Community/Citizens of Sault Ste. Marie • Funding Organizations • City Council • Industry Contacts • Current and Potential Clients
Gaming	<ul style="list-style-type: none"> • Industry Contacts • Current and potential clients
Smart Energy	<ul style="list-style-type: none"> • Private sector (local, national, international) • Community/Citizens of Sault Ste. Marie • City of Sault Ste. Marie • Economic Development Corporations • Consultants • Industry Contacts
Community Geomatics Centre	<ul style="list-style-type: none"> • Community/Citizens of Sault Ste. Marie • Project-specific Sub-groups

	<ul style="list-style-type: none"> • Funding Organizations • City Council • Current and Potential Clients • Industry Contacts
RAIN	<ul style="list-style-type: none"> • Farmers • Consumers of Farming Products • Local Food Movement/Community • Farmers Markets • Industry Contacts

Audience Profiles

Segment	Profile	Needs
Business Incubation	<ul style="list-style-type: none"> • Technology and Science Community • Technology and Business Experts • Entrepreneurs 	<ul style="list-style-type: none"> • Funding/Financing • Consulting • Business Leads • Employees • Office Space • Marketing • Knowledge Share • Training
Established Businesses	<ul style="list-style-type: none"> • Technology and Science Community • Businesses Utilizing Technology Within Operations 	<ul style="list-style-type: none"> • Consulting • Funding • Knowledge Share • Training
Government	<ul style="list-style-type: none"> • Government Decision Makers (municipal, provincial, federal) • Funding Agencies • Like-minded Organizations (SSMEDC, CQI, CDC, Destiny SSM) • Community Groups 	<ul style="list-style-type: none"> • Training • Knowledge Share • Program Delivery • Return on Investment • Collaborative Funding Opportunities
Education	<ul style="list-style-type: none"> • Educational Institutions (Algoma University, Sault College) • Academics • Researchers 	<ul style="list-style-type: none"> • Training • Knowledge Share • Program Delivery • Collaborative Funding Opportunities
Youth	<ul style="list-style-type: none"> • Elementary and High School Students • Focus on Computer Science, Science and Business Programs • High School, College and University Students 	<ul style="list-style-type: none"> • Education • Exposure to Science and Technology • Funding for Summer Jobs and Entrepreneurship • Career Options

General Public	<ul style="list-style-type: none"> Residents of Sault Ste. Marie and the Algoma region 	<ul style="list-style-type: none"> Understanding the Benefits of Invested Tax Dollars General Interest in Technology and Science A Bright Future for Youth in the Region Jobs Creation, Sector and Economic Development
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Partnerships

SSMIC has numerous partners that contribute to fulfilling the organization's mandate. Primary partnerships are defined by agreements, while working partnerships are defined by working relationships.

Primary Partners	Working Partnerships
<ul style="list-style-type: none"> City of Sault Ste. Marie Ministry of Research and Innovation SSM Economic Development Corporation Sault College Algoma University IRAP (Industrial Research Assistance Program) MaRS (Medical and Related Sciences) Business Acceleration Program Regional Innovation Centres (RICs) Destiny Sault Ste. Marie 	<ul style="list-style-type: none"> Northern Ontario Heritage Fund Corporation Ontario Trillium Foundation Northern Technology Alliance (NORCAT, IION, Northwestern Ontario Innovation Centre) Members of Ontario Network of Excellence Health Informatics Institute ISRI (Invasive Species Research Institute) GLFC (Great Lakes Forestry Centre) OFRI (Ontario Forest Research Institute) Catholic and Public School Boards Local Developers – Blueforest Developments Nordik Institute/PARO/SEE

Metrics

Media Channel	2016 Objectives	2015 Results to Date
ssmic.com	22,000 visits	19,151 visits
Twitter	1200 followers	1041 followers
Facebook	500 followers	354 followers
YouTube	50 subscribers 20 videos	14 subscribers 17 videos
Newsletter	42% Open Rate 500 Subscribers	39.2% Open Rate 473 Subscribers
The Sault Star	Reinstatement of Regular Column	Partnership to be Renewed
Shaw TV	Ongoing SSMIC series to launch	Partnership to be renewed
Press Releases	15	13

See Appendix F for additional marketing statistics and results.

8.0 RESOURCES

It goes without saying that the success of an endeavor of this size and scope relies heavily on the committed actions of the leaders and staff of the Innovation Centre. The Directors of the SSM Innovation Centre are:

8.1 Board of Directors

- Chris Wray; CAO/Clerk/Treasurer, Municipality of Wawa - Chair
- Kirsten Corrigal, R.P.F.; Manager, Forest Legislation and Planning Section, Ontario Ministry of Natural Resources and Forestry - Vice Chair
- Theresa Cassan; Director, Credit and Risk Services, Northern Credit Union - Secretary/Treasurer
- Karen Bird; Consultant, Little Thunder Consulting
- Nevin Buconjic; Manager, Trade Investment & Community Marketing, SSM Economic Development Corporation
- Dr. Ron Common; President, Sault College of Applied Arts & Technology
- Dr. Craig Chamberlin; President, Algoma University
- Jim Harmar; Senior Partner, Shelby Environmental Services
- Ross Romano; City Councillor
- Stephanie Bifano; Public Relations Manager, Agero
- Mayor Christian Provenzano (Ex-Officio)

9.0 FINANCIAL OVERVIEW

Funding Requirements

SSMIC has developed core expertise and a focus on innovation that is critical to the future of Sault Ste. Marie and the Algoma region. Current strategies and a number of past reports and activities support the importance of this work:

- In 2010, SSMIC became a member of the Ontario Network of Entrepreneurs (ONE), a province-wide innovation network and the Northern Technology Alliance (NTA), a partnership among the technology centres in Northern Ontario (NORCAT, Sudbury; Northwestern Ontario Innovation Centre, Thunder Bay; IION, North Bay).
- In 2008, SSMIC was supported as the organization to lead the “Research and Development” and “Renewable Energy” growth engines by Destiny SSM.
- In 2008 both the Federal and Provincial governments released science and technology/innovation strategies which focus areas directly align with those of SSMIC.
- In June of 2006 SSMIC accepted the mandate to action the Community IT Strategy as developed by Destiny SSM, a third party consultant and a group of community IT stakeholders.
- In May of 2003 an independent third party review of the organization revealed the need for core funding to support the economic development and job creation efforts of the SSMIC.
- In 2002 the Economic Diversification Strategy recommended that incubation services be funded (Small Business Growth Engine, Item 2.3) and that operational funding for SSMIC be provided (Knowledge-based Development, Item 5.2).

In 2006 SSMIC made an important step forward when it was approved for core funding in the amount of \$277,890 by the City of Sault Ste. Marie. This endorsement of the activities of SSMIC is critical to the

success of the organization and provides a stable platform from which the organization can grow. The core funding is subject to annual review and SSMIC entered into an accountability agreement with the City of Sault Ste. Marie in 2010 to ensure it delivers value for this investment and achieves the goals it has set out for the organization.

The funding received from the City is used to operate the economic development activities of SSMIC. More specifically, the staff and expenses related to operating the Business Incubator, Business Support and Market Development services. These services have proven to provide significant economic development value to the City of Sault Ste. Marie and surrounding region. As the science and technology sectors continue to grow around the world, it is important that Sault Ste. Marie take proactive steps to ensure it fosters the growth of these important components of its economy.

It is important to note that the Community Geomatics Centre is funded entirely through the services it provides to clients and is self-sustaining. The only overlap that occurs in this area is that the GIS sector has been identified in the Community IT Strategy as a niche opportunity to be exploited. Therefore, effort does go into developing the GIS sector for growth as part of the economic development activities of SSMIC.

SSMIC is well positioned to serve as a catalyst for economic development and job creation in the science and technology sectors of our economy. It is one of several non-profit organizations that are contributing significantly to the local economy. This represents a new way of doing business in the 21st century, one that is tailored to the growing trend in innovation development. Across the province, non-profit organizations are playing a critical role in advancing the knowledge economy, creating jobs and bringing economic development opportunities to their regions. Opportunities continue to emerge in the science and technology sectors in Sault Ste. Marie and the city is well-served to have an organization that is focused to take advantage of such opportunities.

2016 Budget

With the support of our major funding partners, 2016 will continue the positive momentum SSMIC and its clients and partners are generating in the community. The 2016 budget presented challenges to the organization to balance given increasing costs of operation and funding that has remained the same. SSMIC staff members are working to drive new revenue sources that will support operations in order to continue to be able to provide excellent service and assist the community in leveraging opportunities.

With the City of Sault Ste. Marie's strategic, core funding investment of \$277,890, the Innovation Centre provides important economic development services that grow the science and technology sectors and diversify the economy in Sault Ste. Marie and region. Any additional revenue brought in by service fees is applied towards growing the capacity of SSMIC and providing improved programming and services to the community.

The table below provides an overview of the SSMIC Budget for 2016. The core operations of SSMIC (economic development and Community Geomatics Centre) are expected to break even.

	Budget SME/CGC/ Incubator
<u>REVENUE</u>	
CGC Sales	1,362,983
Funding Revenue	2,739,576
Other Revenue	599,975
Internal Distributions	203,290
TOTAL REVENUE	4,905,824
<u>EXPENSES</u>	
Wages and Benefits	2,233,325
General Admin	2,326,684
Amortization	142,525
Internal Distribution	203,290
TOTAL EXPENSES	4,905,824
PROFIT/(LOSS)	\$0

In 2016, our target is to help create 50 new jobs in the community.

	2011	2012	2013	2014	2015
Existing Jobs		263	308	356	406
New Jobs	58	45	48	50	60
Five Year Total					261

Funding Requirements

For 2016, SSMIC is asking the City to continue its support of \$277,890. SSMIC has not asked for an increase in ten years and works diligently to cover additional staff and ongoing budget increases through other projects and funding sources.

Cost Benefit Analysis

1. The investment of \$277,890 in 2016 is expected to create 50 full-time jobs in the City of Sault Ste. Marie and the Algoma District. Using an average job value of \$41,000 the annual value of the new jobs is \$2,050,000. Using an average salary rate for SSMIC at \$57,000, the total value of these jobs is \$2,565,000. This figure does not include full-time staff of SSMIC and all salary figures are based on direct salary values – multipliers have not been applied.

2016 Job Estimate		
Type	Number of Jobs	Value
New Jobs	50	\$2,050,000
SSMIC Staff	45	\$2,565,000
Total	80	\$4,615,000

10. CONCLUSION

The Sault Ste. Marie Innovation Centre looks forward to continuing to support the growth in client companies, advancing exciting projects and ongoing organizational development. The impact of difficult times for Sault Ste. Marie's primary employers will continue to have an impact on the community and underscore the importance of the work of SSMIC to help diversify the economy. In addition, SSMIC will continue to take proactive steps to build sustainability into its operations through unique revenue generation activities.

The organization will establish an environment that allows innovation to flourish in the region. This involves creating effective, tangible support services for private sector businesses; working closely with the academic sector to drive the formation of research projects; continuing to develop strategic market sectors and conducting youth outreach to foster the next generation of researchers and entrepreneurs.

Building on the community's niche strengths, SSMIC will focus on proactively developing:

- Technology
 - Gaming
 - GIS
- Science
 - Smart Energy
 - Agri-innovation

From a GIS perspective, SSMIC will continue to develop its award-winning Community Geomatics Centre. The leading edge work conducted by this department continues to gain recognition across North America and the organization will take further steps to leverage this initial success and position the department for ongoing success.

Jurisdictions around the world are recognizing the critical role that the knowledge-based economy will have on future growth and prosperity. SSMIC serves as the catalyst for growth in the science and technology sectors and promotes new projects that are vital to our region. Opportunities continue to emerge in the innovation sector and the City of Sault Ste. Marie is well-served to have an organization that is focused to take advantage of such opportunities.

The true test of the organization is whether or not it adds value to the community of Sault Ste. Marie and the District of Algoma. The creation of new jobs over the next year, attracting project funding to the community for strategic initiatives and supporting the growth of new and existing science technology firms readily justifies the support required to sustain the organization.

SSMIC has emerged as an important component of the economic development activities in the region. Under the guidance of a strong Board of Directors, SSMIC will enjoy future successes and excel in its role as a catalyst for economic development in the science and technology sectors in 2016.

GLOSSARY

AU	Algoma University
CBN	Canadian Banknote Corporation
CDC	Community Development Corporation
CFI	Canada Foundation for Innovation
CGC	Community Geomatics Centre
GHC	Group Health Centre
GIS	Geographic Information Systems
ECSSM	Enterprise Centre Sault Ste. Marie
ICT	Information and Communication Technologies
IION	Innovation Initiatives Ontario North (North Bay)
IRAP	Industrial Research Assistance Program
IT	Information Technology
MRI	Ministry of Research and Innovation
NORCAT	Northern Centre for Advanced Technology Inc. (Sudbury)
NOIC	Northern Ontario Innovation Centre (Thunder Bay)
OCE	Ontario Centres of Excellence
OLG	Ontario Lottery and Gaming
ONE	Ontario Network of Excellence
RAIN	Rural Agri-Innovation Network
SME	Small/Medium Sized Enterprises
SSMIC	Sault Ste. Marie Innovation Centre
SSMEDC	Sault Ste. Marie Economic Development Corporation
TAG	Technology Advisory Group

Appendix A – Community IT Strategy & Recommendation Tables

Destiny SSM – Information Technology Strategy – Contributing Towards Economic Development

Vision and Supporting Strategies

Vision for IT Economic Development in Sault Ste. Marie:	<i>Create a vibrant knowledge economy that enables sustainability and success through the alignment of technology needs, provider services and financial resources</i>
Strategy # 1: Create a leadership environment that will foster collaboration and buy-in for economic growth in Sault Ste. Marie	Support Actions for Strategy # 1: <ol style="list-style-type: none"> Establish a Technology Economic Development Council (TEDC) Establish a Political Champion Establish a Business Champion Establish a Champion Network – Community and Sector Based Establish the City of Sault Ste. Marie as a Model for Technology Encourage sharing amongst the key players and building of business relationships Establish an opportunity evaluation committee
Strategy # 2: Create clusters and partnerships that will build capacity and capabilities in the selected industries and technologies	Strategy # 3: Create an awareness of technology in support of generating an interest and a potential source of students at the pre-secondary level
Strategy # 4: Establish an environment that supports business growth	Support Actions for Strategy # 4: <ol style="list-style-type: none"> Review SSMIC's incubation capabilities to determine if it can be leveraged to a greater level Institute a non-invasive local purchasing approach Develop approaches to early market development Monitor evolution of Destiny's strategic initiatives Continue refinement of identifying and evaluating opportunities
Strategy # 5: Initiate an R&D capability in the technology arena with the proper linkages to AUC that will create a source for commercialization of opportunities	Support Actions for Strategy # 5: <ol style="list-style-type: none"> Adopt sEA's commercialization process Leverage sEA's effort in conducting an inventory of research and development activities Work with AUC and Sault College to determine potential increase in IT research Establish a commercial R&D process – inventory of potential local technology assets Explore the benefits of creating a technology park Encourage a more formal relationship between IT and Life Sciences
Strategy # 6: Extend our reach outside Sault Ste. Marie in support of recruiting opportunities and talent	Strategy # 7: Initiate a marketing program that promotes Sault Ste. Marie's IT capabilities both within and outside the region
Strategy # 8: Mobilize a pool of appropriate funding in support of commercializing opportunities in the technology arena	Strategy # 9: Establish an integrated approach to support for developing economic development growth in the Algoma region.

Recommendations

Recommendation	Supporting Information
<ul style="list-style-type: none"> • Focus on Niche Opportunities 	<p>Based on the challenges and our size it will be important to focus on niche opportunities that contribute successes in the IT service provider community. Focus on those opportunities with the most potential and enlist the right community leaders to validate and drive these to fruition. The initial focus should be on: Healthcare; GIS and formally linking IT with Life Sciences.</p>
<ul style="list-style-type: none"> • Advance on two fronts – Creating the Environment; Driving to Niche Opportunities 	<p>As mentioned above, advancing niche opportunities is important but we must also create the environment in parallel that will allow entrepreneurs to prosper. The environment includes acquiring access to sustainable funding and having the right support services to commercialize opportunities.</p>
<ul style="list-style-type: none"> • Sell Municipal Government on its Leadership Role 	<p>With the challenge of not having many IT consumers using technology in a manner that can be leveraged for generating opportunities for economic development, ask the municipal government to take a leadership role. Request the development of an IT strategic plan positioning its future use of technology while giving due consideration to economic development possibilities.</p>
<ul style="list-style-type: none"> • Adopt the Technology Economic Development Council (TEDC) 	<p>It is clear that the Innovation Centre will require support beyond its board of directors to open doors to opportunities in the community. The role will be to understand the potential of economic development and influence sectors of our community in aligning and supporting this effort.</p>
<ul style="list-style-type: none"> • Establish a political and business champion 	<p>Support from both the political and business components of the community will be required in support of making this strategy a success</p>
<ul style="list-style-type: none"> • Hand over mandate for the IT Strategy to the Innovation Centre 	<p>The Innovation Centre has the clearest defined role for economic development in the IT sector in this community. A need exists to have one organization become the custodian of this IT strategy and facilitate and drive many of its strategies forward.</p>
<ul style="list-style-type: none"> • Destiny to facilitate a review of the possible integration of ADNet and SSMIC 	<p>Both the Innovation Centre and ADNet have an economic development focus. Their mandates are different and the IT community as a whole could benefit from having these two organizations completely aligned to economic development.</p>
<ul style="list-style-type: none"> • Establish program management in support of evolving niche opportunities 	<p>The requirement is for SSMIC to organize the activity associated with creating clusters and focusing effort on developing niche opportunities to their conclusion.</p>
<ul style="list-style-type: none"> • Leverage existing fund 	<p>Based on the adoption of this strategy and an updated business plan re-allocate existing funding – keeping in mind that the existing organization is already being funded for economic development and that this strategy is not about adding a brand new set of work.</p>
<ul style="list-style-type: none"> • Adopt the 40 Day Plan – Short Term Focus 	<p>Concrete action must be taken to ensure this report is turned into an actionable strategy.</p>

Appendix B – Community Contributions of the CGC

Best for Kids Committee: CGC sits on and supports Best for Kids Committee which is a Mayor's committee that consists of local people who are passionately committed to fostering a community that has an extraordinary quality of life for our children and families. The objectives of this committee are:

- To increase community awareness of the importance of healthy early childhood development;
- To recognize individuals who make Sault Ste. Marie a better place for children and families;
- To encourage the development of a family friendly workplace;
- To measure our progress towards improving the health and wellbeing of our children.

In 2012, the CGC worked with the Best For Kids Committee to convince City Council to run a summer day program for kids in a disadvantaged neighbourhood. This project was successful and a program was run from Etienne Brule School by a full day City staff person and three summer students. The program was expanded in 2014 to run from a second location in the Bayview area.

Best Start: CGC sits on the Sault Ste. Marie-Algoma Joint Best Start Committee and provides GIS and data support to this Committee. Best Start is Ontario's strategy to expand quality and affordable child care and invest in children's healthy early development - all in a convenient and easily accessible location for parents. We are working with our community partners - school boards, public health units, child care and children's services providers, and municipalities to make sure that:

- Many more children and parents have access to services and supports, regardless of individual economic or social circumstances;
- Pre-school, junior kindergarten, senior kindergarten, quality child care, public health and parenting programs are integrated into a seamless system that supports families and children;
- Early and on-going screening of Ontario's children to identify potential issues, needs and risks is strengthened;
- Early learning and care hubs are centrally established in Ontario's communities to provide families with a single, integrated, seamless point of access to services and supports based on local needs and available resources.

In 2011, the CGC created an indicators-based report on the status of children in Sault Ste. Marie. http://www.ssm-dssab.ca/documents/assets/uploads/files/en/our_children_their_future.pdf. A new version of this report was created in 2014: http://www.ssm-dssab.ca/UploadedFiles/files/SSM_Children's%20Report_2013.pdf. The third edition of this report will be created in 2016.

Triple P

The CGC is supporting Triple P Ontario in implementing a database framework to administer user privileges and enable reporting functions for Triple P implementations. Triple P (Positive Parenting Program) is a system of easy to implement, proven parenting solutions that help solve current parenting problems and prevent future problems before they arise. The Triple P database solution was implemented in eight regions of Ontario in 2014 and 2015. Version 2.0 of the application will be launched in early 2016.

Algoma Public Health (APH)

The CGC completed several projects for Algoma Public Health during the past year, including a number of in-kind projects. The CGC assisted APH with database work within their Hedgehog application that is

used to store their inspection information. The CGC created secure database settings that are used for public health inspection reports via their public website. The extraction of information used for APH's health inspector resource distribution is also conducted on a regular basis.

The CGC also continued to map the Integrated Services for Children Information System (ISCIS) database. Mapping ISCIS data allows APH to conduct planning based on concentrations of newborns, as well as teenage mothers, and illustrating the negative effects of smoking while pregnant.

The CGC also developed a GIS Septic Toolbar. The toolbar allows APH clerical staff to capture septic system locations geographically using known latitude and longitude coordinates with detailed information associated with the site such as date of installation, date of inspection, type of septic system, number of runs of pipe, etc. In addition to capturing this data, APH staff will also be able to maintain this data through a maintenance page by searching criteria. This now allows APH staff to capture, search and maintain data not only digitally within a database but also with a geographic component with little knowledge of GIS software. It is anticipated that through this new tool there will be improvements in investigations and a better understanding of geographic restrictions that may occur at a site. Through research it appears as though this is the most comprehensive GIS septic tool that will be in use and future enhancements to the tool will incorporate hyperlinking all inspection documents geographically to the septic system, creating a comprehensive geographic septic index system.

Annually, the CGC creates the Public Health Inspector (PHI) boundaries based on Fixed Premise Locations. Since the number of PHIs and Fixed Premises change, these boundaries are recreated each year to ensure an even and efficient distribution of inspections between the PHIs.

A number of smaller projects are completed for APH each year. Some examples include maps of the small drinking water systems in the Algoma District, boil water advisories in the Algoma District, maps of schools in Algoma and maps of tobacco retailers who have been charged with selling tobacco to minors as well as food insecurity projects.

Christmas Cheer

The CGC has used GIS to optimize the Christmas Cheer operation for the past seven years. Originally, Christmas Cheer organizers used a laminated paper map to draw the zones around Christmas Cheer depots. The zone creation involved "guesswork" as to where the applicants would be located. The CGC recreated the Christmas Cheer zones using the distribution of applicants and depots to make the depots more efficient and ensure that Christmas Cheer applicants had less distance to travel, as many of them do not drive. Each year, depots and the Christmas Cheer applicant population move, so new zones need to be created.

The CGC also provides Christmas Cheer with a database that can take an applicant's address and find the corresponding zone. Christmas Cheer uses this database to assign zones, making the process more timely and automatic. SSMIC is happy to provide this service to Christmas Cheer in-kind on an annual basis.

Homeless Information System (HIFIS)

The CGC is assisting the Sault Ste. Marie District Social Services Administration Board in implementing a Homelessness Information System that would track all homelessness in the shelters in Sault Ste. Marie. The information system is a national effort by the federal government to get a better understanding of

the numbers and issues of homelessness in Canada. Starting in 2015, the HIFIS solution was delivered through Citrix software.

Early Childhood Development

The CGC works with Child Care Algoma, Children's Aid Society, District Social Services and Algoma Public Health to map and analyze data pertaining to early childhood development. Factors influencing early childhood development that are mapped include: domestic dispute calls; citizens in financial distress; locational data for Children's Aid and Ontario Works clients; EDI data and grade 3, 6 and 9 testing scores. Hospital birth data such as birth weight, age of mother, smoking during pregnancy, and drug use during pregnancy are also mapped among others.

Community GIS Portal

The CGC maintains a GIS community portal that displays map oriented community information for the general public. Current items on the community GIS Portal:

- General Land Base - Rivers, Lakes Contours
- Transit Routes
- Address Locator
- Voting locations
- Heritage Sites
- Trails
- Parks
- New City Comprehensive Zoning
- City Official Plan

Environmental Initiatives Map

The CGC developed an environmental Initiatives web map site that promotes all of the renewable energy projects and environmental initiatives in Sault Ste. Marie. The site highlights private sector projects as well all municipal energy projects and environmental initiatives. The site also displays all the private sector companies that provide products and services related to green energy and the environment. <http://maps.cityssm.on.ca/Default.aspx>

Sault College GIS Advisory Committee

SSMIC and CGC sit on the Sault College GIS program advisory committees.

Volunteer Emergency Registry Group

Project Partners: United Way of Sault Ste. Marie, Sault Ste. Marie Police Service, Algoma Public Health, Victorian Order of Nurses, Sault Area Hospital

The Community Geomatics Centre (CGC) continues to support the volunteer Emergency Registry program. The project involves capturing volunteer information (contact information and applicable skill set) that could be utilized in the event of a large scale emergency. The database and reporting system designed by the CGC will allow responders to contact members of the community to assist with specific emergencies. Since people with certain skill sets may only need to be utilized for specific emergencies, the CGC has designed the database to categorize volunteers based on the applicability of their skill set to the emergency situation at hand.

211

The Community Geomatics Centre oversees and maintains the 211 system for the District of Algoma. 211 provides information to the public about community, social, health and related government services.

Community Child Care Application Site

The Community Child Care Application Site (CCCAS) was developed by the CGC to assist the public sector child care services with improving their intake process, managing their many waitlists, reducing any unnecessary communication between the providers, reduce any unnecessary communication between parents and providers, to generate reports as needed, and finally to reduce administration overhead from all the providers. The solution is a secure web based solution that captures detailed information pertaining to both the parent and the child upon the intake process. There is also a great deal of centralized information that is now more easily accessible for parents, including information on the DSSMSSAB, ELR, and all of the child care providers. Detailed help documents are also available to the user based on the user role. This solution has received many compliments from the parents, the providers, and the sponsor the DSSMSSAB.

Vulnerable Persons Registry

Project Partners: Sault Ste. Marie Police Service, Sault Ste. Marie Fire Services, Emergency Medical Services, Public Utilities Commission Inc., City of Sault Ste. Marie, , Accessibility Sault Ste. Marie and 25 other service agencies

The Community Geomatics Centre and Accessibility Sault Ste. Marie developed the concept of a GIS-enabled Vulnerable Persons Registry in 2005. Both organizations spent the last two years working to make the concept a reality. Approval to proceed was granted by the City of Sault Ste. Marie, PUC Inc. and the Sault Ste. Marie Emergency Management Group in spring 2007. Funding was secured by the Barrier Free in Algoma Association in November of 2009; and the project is now underway with an official launch date of October 20, 2011. Under this project, a database of vulnerable persons is being created. Citizens who have special needs in emergency management situations can register themselves by phone or mail. The CGC transforms this information into a GIS layer and exports it to the fire, police and EMS dispatch systems. If there is an emergency call to a home with a vulnerable citizen, a tag of information will be displayed on the dispatch screen. As well, in a large scale emergency such as an ice storm or extended city-wide blackout, the Emergency Operations Centre will have access to the Vulnerable Persons Registry so they know where the people are who may need extra assistance. This system will also work with electric-dependent citizens, so they can be notified in the case of planned power outages.

The CGC is currently working with Red Cross Canada to implement VPR in other communities across Canada. In 2016 it is hoped that VPR will be implemented in Thunder Bay.

PUC Inc.

Lead in Drinking water (2007 – Present) - Studies in 2007 in Ontario have shown that even routine flushing of water services is not necessarily enough to reduce the concentrations of lead in some homes accessing municipal water systems. The Ontario government requested all municipalities in Ontario to complete water samples to test for lead. Most municipalities selected homes at random in older neighbourhoods in hopes of finding appropriate homes to test that may have lead water service pipes in the ground. In Sault Ste. Marie, the CGC utilized the detailed information in the GIS system to identify

homes that would have the highest probability of having lead. Many of these homes were tested and many had visible lead pipes in the basements. Numerous homes have lead levels above the recommended value.

In fall 2007, the Ontario government set aside money for citizens on social assistance with children under six, on disability assistance with children under six or in households with low income to get free water tests and possibly free water tap filters. Most communities had the social services office contact all citizens meeting these requirements and ask them to get a water sample, if the test showed unacceptable lead they would get a free tap filter. The problem with this approach is that most homes do not have lead water issues. In Sault Ste. Marie, the CGC followed a different approach. Studying GIS data, the CGC determined which streets and which homes were likely to have possible lead water issues. It was determined that lead pipes were used in Sault Ste. Marie between 1943 and 1948, although galvanized pipes were used in a number of periods before 1950. Galvanized pipes often have lead flex loops as galvanized pipe is not very flexible in the ground. The CGC identified all homes and businesses with known lead and galvanized pipes and then identified all buildings that were of the right age to possibly have these types of pipes. Social services provided the postal codes of clients meeting the provinces requirements and the CGC looked for the postal codes that matched postal codes of homes with possible lead or galvanized pipes. The matching postal codes were returned to social services and they determined the exact addresses in these postal codes and are now contacting these citizens to arrange for tests. This reduced the number of people to contact and the tests to be done from several thousand to just over a hundred. The CGC also applies a similar approach to identify active pregnancies that may be residing in homes with known or probable lead.

Tripping Hazards (2006-Present) - The PUC was interested in reducing liability through taking advanced action to fix potential tripping hazards throughout Sault Ste. Marie. PUC assets were identified and using the comprehensive GIS solution in place these assets were illustrated through a batch map generating program. The CGC created a simple database to inventory these hazards, categorize their priority and track when each was fixed. PUC conducts field validation and documentation of these hazards, while the CGC supplies the maps each spring.

Taste Complaint Application (2010-Present) - The CGC developed a database and GIS based tracking tool for PUC Inc. to track water distribution water qualities issues throughout Sault Ste. Marie. The application assists PUC customer service representatives ask and record a series of questions related to odour, taste and clarity concerning customer tap water. PUC staff can then analyze the information based on time and geography to evaluate and correct water distribution issues.

Water Main Break Application (2010-Present) - The Water Main break application is designed to aid a non-GIS person to capture information pertaining to a water main break as recorded by the excavation and repair crews, the forms that the crew member fills out are now identical to the GIS form in order to expedite data entry. The application tracks attribute data only, a GIS tech will locate the main break accurately on the specific water main, this task could not be automated as there is not enough intelligence to programmatically determine which main was broken if multiple mains are in the area. The application automatically enforces a unique id, when the GIS tech adds the point feature with the same id, the relationship on the GIS side is taken up.

Backflow Prevention Tracking Solution (2011-2015) - This project involves the development of a municipal water backflow prevention tracking solution that:

- Creates a prioritized list of businesses that require backflow devices using existing information from GIS and other sources;
- Tracks the licensing status of certified Testers/Installers;
- Allows Testers/Installers to enter installation data through the web;
- Allows Testers/Installers to enter inspection data through the web;
- Automatically issues notices to businesses requesting the installation of backflow devices based on a PUC template;
- Tracks premises compliance and backflow preventer installation;
- Issues second notice and warning to premises/owners that fail to install a backflow preventer;
- Automatically issues “Annual Test Due” notices based on time periods from installation or last test;
- Issues warning notices in regards to overdue testing with a tracked deadline;
- Tracks and reports overdue non-compliant premises for enforcement follow up;
- Tracks all repairs and installations for devices that fail testing;
- Follows CSA standards in regards to information tracked concerning backflow devices;
- Provides validation routines to make sure inspections, installations and repairs are performed by certified Testers/Installers;
- Generates compliance reports;
- Geographically identifies risks.

In 2014 the CGC developed a number of other specialized GIS tools including a spatial autodialer and a public outage interface.

In August 2014 the PUC had a situation where a ‘boil water’ advisory was issued. The CGC was notified of the advisory and within thirty minutes the GIS system was used to identify the extents of the boil water area and the GIS determined there were schools, preschools and daycares within the affected area. The VPR database was used and it was determined there were 11 VPR registrants that could be affected within the area. All 11 were contacted within 30 minutes of the advisory. The GIS also determined that there were 88 active or recent pregnancies within the advisory area. The list of these households was provided to Algoma Public Health and all were contacted within two hours. The next day the boil water advisory was upgraded to an actual boil water event as bacteria was found within the water system. No other community in the world could have responded so quickly and accurately to protect all those vulnerable to this situation.

Emergency Management Advisory Group

Staff from the CGC now participates in the Emergency Management Advisory Group.

Social Service Development and Innovation

The CGC has become a provincially recognized agency for social innovation. Nearly every activity related to social development, early childhood development, crime reduction, poverty reduction, etc. flows through the CGC or involves the CGC, not just as a data provider and data analyst but as a driver and leader in the initiatives to improve the socio economic conditions in Sault Ste. Marie and Algoma.

The CGC provided assistance in the delivery of a community wellbeing survey coordinated by the Sault Ste. Marie DSSAB (District Social Services Administration Board) and the Police Department. The CGC also created five neighbourhood profile reports for the Sault Ste. Marie DSSAB.

Community Integration Leadership Projects

In 2013, the City of Sault Ste. Marie and Algoma Best Start Networks were provided with \$150,000 for Community Integration Leadership projects through the Ministry of Children and Youth Services. The project involves two different components:

- The Early Years Digital Sign-in system enables parents and care givers to sign in with QR (Quick Response) codes on key fobs or smart phones. The digital sign-in system will allow quicker sign-ins than the old paper system and will allow more valuable information to be collected including unique visits and better demographics. The system can also be used to market events, sign out resources and host contests. The solution will be implemented in 2014 in Sault Ste. Marie and Algoma. In 2016, the solution will be marketed to other communities in Ontario.
- The Coordinated Access Digital Referral System is a digital referral system for children service agencies. The software system uses on-line forms and a back-end database to capture, track and route referrals related to children services. The system will build information related to referral types, service demand, wait lists and will also track and report on incorrect referrals so that agencies and staff can learn. The system was implemented in Sault Ste. Marie and Algoma in 2015. In 2016, the solution will be marketed to other communities in Ontario.

The CGC provided significant in-kind efforts to implement these solutions within Algoma.

City of Sault Ste. Marie Graffiti Project

The CGC has setup a mobile GIS based data capture interface to allow the field capture of graffiti throughout Sault Ste. Marie.

Algoma District School Board and Huron-Superior Catholic District School Board

In 2014 the CGC taught GIS to classes from several high schools within the two school Boards.

Healthy Kids Challenge

The CGC played a major role in providing data and analysis to support a Healthy Kids Challenge Application to the Provincial Government. This application was approved and will be a \$700,000 project to address children's issues of health.

Suicide Prevention

The CGC is a partner within a group of many partners developing a youth suicide prevention plan funded by the Ministry of Children and Youth Services. The CGC is currently developing a suicide database application that will enable the sharing of suicide information in a manner that only encrypted, unidentifiable information is shared and analyzed to identify issues.

Sault Ste. Marie Poverty Network

The CGC is one of several partners that have formed a local poverty network.

Epidemiology

Two CGC staff members have completed 9 epidemiology courses through the Public Health Agency of Canada. Two other staff members have completed three courses. This employee development is in support of the health and social service work that the CGC provides to the community and district.

United Way

The CGC is a member of the United Way Action for Community Change Performance Task Force.

Algoma Leadership Table Data Consortium

The CGC sits on the Algoma Leadership Committee data consortium and provides significant support to this group.

Appendix C – CGC Background

The CGC currently services the City of Sault Ste. Marie, PUC Inc., Algoma Public Health, Sault Ste. Marie Fire and Police Services, the EDC of Sault Ste. Marie, Child Care Algoma, Accessibility Sault Ste. Marie, Ontario Early Years, United Way, Sault Ste. Marie Region Conservation Authority, Sault Ste. Marie DSSAB, Great Lakes Power Transmission, as well as dozens of other health, social and municipal service agencies.

The department currently employs seventeen full time staff, two part time staff, one intern and a number of co-op students throughout the year that manage the delivery of all SSMIC GIS contracts. The goal of the Community Geomatics Centre is to promote and establish the partnerships and technological means to efficiently share geospatial data, tools and knowledge among community organizations to create a safer, healthier and more prosperous community. In its ongoing efforts to provide its clients with creative solutions, the Community Geomatics Centre will focus on new product development and expand the application of geomatics to other sectors such as biotechnology and health care. The CGC is self-sustaining and uses services revenue to cover the costs of operation.

In 2011, the Community Geomatics Centre relocated operations from the Healthcare Communications and Technology Centre located at 65 Willow Avenue to the new Convergence Centre building at Algoma University.

Appendix D – RAIN Project Details

Description

The Algoma Rural Agri-Innovation Network (RAIN) was established for the delivery of projects and services that benefit agricultural and agri-forestry related stakeholders in the Algoma region, including businesses located in the Algoma District and in some cases outside of Algoma. RAIN's primary focus is to enhance research, technology transfer training and education for Algoma's agricultural and agro-forestry industry. It will accomplish this by fostering agri-based research and creating linkages to technical, marketing, human resource capacity and business development assistance available within and external to the region. The RAIN office will be located in Sault Ste. Marie at the SSM Innovation Centre in the Essar Convergence Centre building at Algoma University and this will increase benefits to and synergies with public and commercial interests. Of key importance is the fact that the Northern Growth Plan includes a number of directions for the agriculture sector for which RAIN is a perfect fit. It is also positioned to act as a driving force behind related initiatives that might materialize from the Northern Growth Plan that are of benefit to Northern Ontario in general.

Project Background

The RAIN model was born out of discussions including Northern Growth Plan consultations that have taken place in Northern Ontario centres, including Sault Ste. Marie to gain insight into a number of strategic areas of critical importance to the north including the need for improving Northern Ontario's agricultural and rural sectors. Northern agriculture is extremely important to Ontario and especially to the health, economic viability and diversity of its Northern communities. Land in agricultural production has the potential to quadruple. However, the agricultural community of the North often lacks the resources to be fully effective in many cases in identifying and pursuing projects and research that would support the growth and sustainability of the industry. To reach its full potential, Northern Ontario requires increased agricultural infrastructure, research, education and training that focuses on high value crops and diversified agricultural practices tailored to the region's soils and climate. Support is needed to encourage early adoption of innovative technologies and practices, improvements in tile drainage, storage and processing facilities as well as new marketing approaches for food co-ops, farmers markets and other opportunities to increase availability of local agri-based products in Northern communities.

The Sault Ste. Marie Innovation Centre and the NORDIK (Northern Ontario Research, Development, Ideas and Knowledge) Institute will be seen as taking a lead in this effort to grow and diversify agricultural production within Algoma.

Prior to proceeding with implementation of the Algoma pilot, SSMIC along with support from the Community Development Corporations of Sault Ste. Marie and area, and East Algoma, Innovation Initiatives Ontario North (IION), the NORDIK Institute at Algoma University, Algoma Soil and Crop Improvement Association and the Algoma Federation of Agriculture, carried out feasibility activities that would provide the due diligence necessary to assess the strengths, weaknesses, opportunities and issues related to the RAIN model. The project was intended to bring these organizations and their members to a level of comfort and understanding that would permit them to commit, in principle, to supporting the establishment of an Algoma RAIN pilot and to define the process through which this could be evaluated, planned and implemented.

The RAIN model supports a comprehensive and coordinated approach combining collective resources and expertise of numerous organizations spanning several sectors; it also provides an opportunity to reduce the financial burden of existing organizations and partnerships which are increasingly constrained due to the time demands on their mostly volunteer members. To this end, the scope of the project encompassed the hiring of a consultant/facilitator who was tasked to undertake the following foundational work:

1. Development of a Terms of Reference (completed in 2011) which serves as a means of the participant organizations to summarize and agree on their collective vision for a future Algoma RAIN, along with a strategy for financing the three year pilot;
2. Development of a “discussion paper” (2011) which outlines the Algoma District context and RAIN pilot as it relates to the challenges and opportunities for local agriculture as determined through literature reviews and the stakeholder consultation process;
3. Confirmation of support from rural stakeholders via letters of support for the pilot project;
4. Preparation and submission of funding proposals for the three year project.

RAIN activities identified as being beneficial include initiatives focused on research and development, business development, networking and market development, public outreach and communications, data collection and sharing, infrastructure investments and facilitating access to other supports and service providers in both the agriculture and related agri-business. The pilot project will position RAIN as a diverse and comprehensive service delivery hub for agriculture organizations and the community members they represent; a model that can be replicated across Northern Ontario’s agriculture districts.

Project Objectives

RAIN will address industry gaps and become a convergence point for rural communities by supporting collaboration, creating linkages and promoting the importance and achievements of agricultural and related activities. The project’s success will be measured by its ability to align research, projects, investments and opportunities with commercial interests. In addition, the successful completion of the pilot will help to:

- Build an organization that is mandated to plan, implement and monitor research and development projects and create partnerships in support of agricultural and agri-forestry related organizations, individuals and private sector partners;
- Develop and manage a program of initiatives to support improvements and innovation in agriculture-based industry and research in Northern Ontario which incorporates mechanisms which support long term financial stability;
- Through the RAIN Research Facility, provide the local agriculture community and researchers with a testing facility that will allow farmers to improve, diversify and expand their businesses and reduce the risks associated with the implementation of new crops, practices and operations;
- Identify and promote agriculture and agri-forestry based business opportunities and entrepreneurship in the Algoma region;
- Support an increase in the number and diversity of agriculture-based resource businesses;

- Build awareness, interest, excitement and activity among governments and communities in researching and pursuing sustainable agriculture-based enterprises that contribute to the economic development of Northern Ontario;
- Increase consumer awareness and preference for healthy, locally grown produce while also expanding local market opportunities for producers.

Vision

To connect Algoma's rural community with timely information and support in order to improve opportunities for maximizing the value of rural based crops, commodities, value-added products and services, and the achievements of Northern Ontario agriculture.

Mission

The Algoma RAIN is dedicated to the needs of agri-innovation organizations, producers, suppliers, and entrepreneurs in Northern Ontario. Its primary focus is to enhance the industry by providing a collaborative and facilitative network for stakeholders that allows them to enhance their capabilities, diversify their productive output and successfully build their capacity to grow as organizations and individual business owners.

Project Management Team

The Sault Ste. Marie Innovation Center and NORDIK Institute have partnered to oversee and manage the administration of the pilot project. SSMIC will act as the sponsor and contracting entity for purposes of any agreements related to the Algoma RAIN pilot project, and for purposes of receiving and disbursing any related costs. Project coordination and governance for the RAIN pilot project will be within SSMIC and NORDIK for its three year duration.

- Errol Caldwell, Project Co-Chair (SSMIC)
- Dr. Gayle Broad, Project Co-Chair (NORDIK)
- Edith Orr, Johnson Township Farmers Market and Mennonite Community Liaison
- Algoma Federation of Agriculture representatives, Nick Kirby/Jason Koivisto
- Algoma Soil and Crop Improvement Association representative, Murray Cochrane
- Algoma Cattlemen's Association representative, Ken MacLeod
- Algoma Woodlot Owners Association representative, Ken MacLeod
- Christian Farmers Association representative, Alf Roberts
- Algoma Food Network representative, Birgit Kroll
- North Shore Tribal Council representative, Patty Ann Owl
- Agri-business representative, Will Samis, Penokean Hills Farms
- Other members as required in future to ensure sector representation

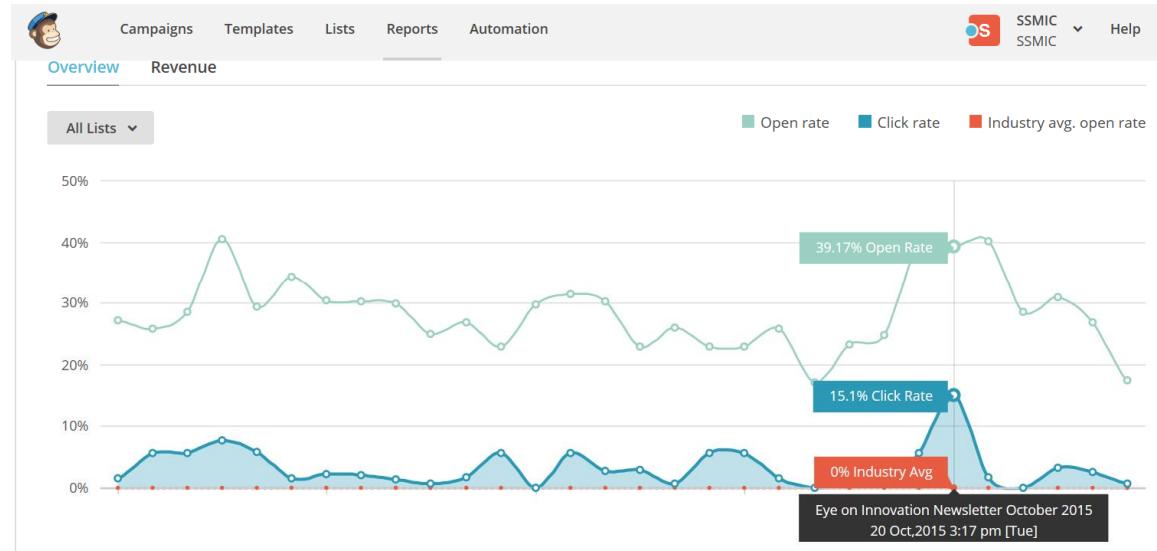
Appendix E - Job Count 2015

New jobs generated in 2015 are listed below. Job Target was 50 jobs for 2015.

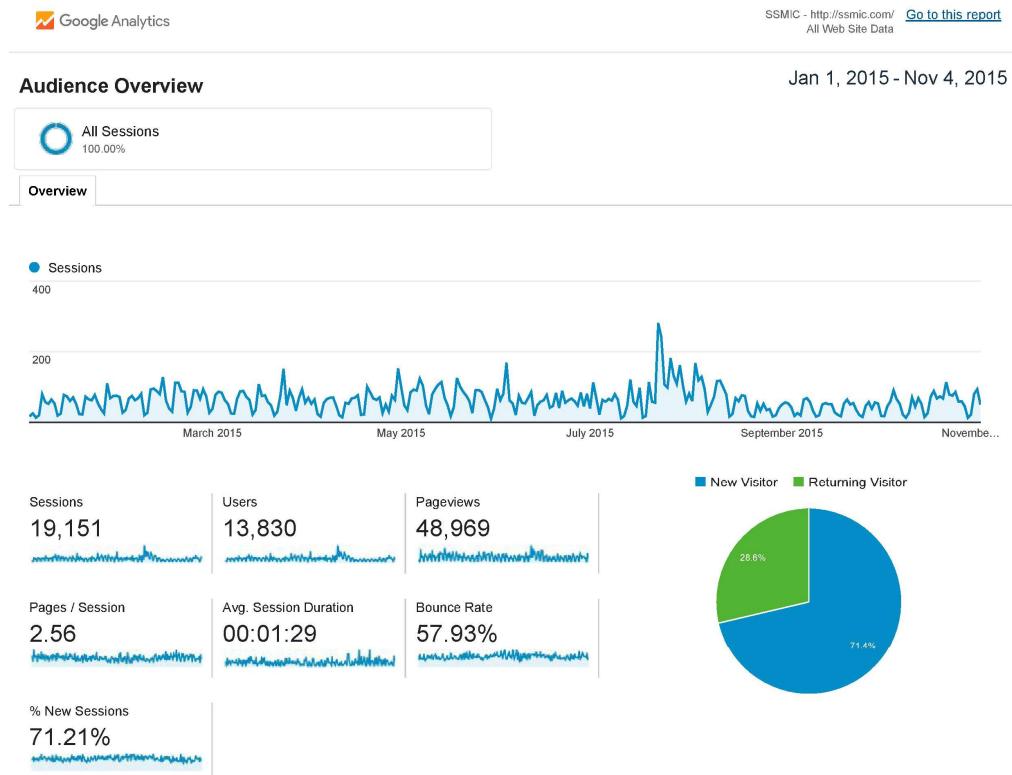
SME Support	Total Jobs	SSM Count	
Algoma Highlands Blueberry Farm (RAIN)	1	1	
BioForest	8	8	
Biosphere Labs	1	1	
Business Development Research Intern	1	1	
Canadian Bank Note	9	9	
Connor Desjardins (RAIN)	1	1	
DiG	1		
Innovative North	1		
Innovative Teacher Inc.	1	1	
Intelligent Lighting Technologies (ILT)	1	1	
MSD Computer	1	1	
North Origin Games Inc.	2	4	
RBB Innovations	2	2	
Silver Lining Innovations (Trevor Sawchyn)	1	1	
Soo Foundry	2	2	
Stillcroft Farm/Bakehouse (RAIN)	1	1	
Stormshow Developments	1	1	
STUFFF Lubricants Inc.	2		
Superior Digital Solutions Inc. (Tanya Green)	1		
Superior Equine Health and Nutrition	1	1	
Village Media	4	1	
Incubator			
Digital Grounds Inc.	2	2	
eQOL	2	2	
Insightworks	2	2	
Veracity	2	2	
Market Development			
GIS Interns	1	1	
Marketing and Comms Intern	1	1	
Additions			
MaRS Youth Outreach Officer	1	1	
MarS Youth Entreprenuership Coordinator	1	1	
OCEA Coordinator	1	1	
RAIN	4	4	
	60	54	

Appendix F – Marketing Statistics

Mail Chimp Average Open Rate 2015



www.ssmic.com Audience Overview



**Sault Ste. Marie Innovation Centre
Financial Statements
For the year ended December 31, 2014**

Contents

Independent Auditors' Report	2
Financial Statements	
Statement of Financial Position	3
Statement of Operations and Net Assets	4
Statement of Cash Flows	5
Notes to Financial Statements	6



Tel: 705 945 0990
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Toll-Free: 800 520 3005
www.bdo.ca

BDO Canada LLP
747 Queen Street E
PO Box 1109
Sault Ste. Marie ON P6A 5N7 Canada

Independent Auditors' Report

To the Board of Directors of Sault Ste. Marie Innovation Centre

We have audited the accompanying financial statements of Sault Ste. Marie Innovation Centre, which comprise the statement of financial position as at December 31, 2014 and the statements of operations and net assets and cash flows for the year then ended and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained in our audit is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Sault Ste. Marie Innovation Centre as at December 31, 2014 and the results of its operations, net assets and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Chartered Professional Accountants, Licensed Public Accountants
Sault Ste. Marie, Ontario
June 30, 2015

Sault Ste. Marie Innovation Centre
Statement of Financial Position

December 31	2014	2013
Assets		
Current		
Cash	\$ 545,464	\$ 571,560
Accounts receivable	936,480	600,224
Prepaid expenses	63,903	41,632
	<hr/>	<hr/>
	1,545,847	1,213,416
Investment (Note 2)	5,000	5,000
Capital assets (Note 3)	<hr/>	<hr/>
	144,134	165,116
	<hr/>	<hr/>
	\$ 1,694,981	\$ 1,383,532

Liabilities and Net Assets

Current		
Accounts payable and accrued liabilities (Note 5)	\$ 205,406	\$ 138,236
Unearned revenue	474,207	216,812
	<hr/>	<hr/>
	679,613	355,048
Net assets		
Contributed surplus	5,000	5,000
Net assets	<hr/>	<hr/>
	1,010,368	1,023,484
	<hr/>	<hr/>
	1,015,368	1,028,484
	<hr/>	<hr/>
	\$ 1,694,981	\$ 1,383,532

On behalf of the Board:


David Shantz Board Chair


Jen Vice Chair

Sault Ste. Marie Innovation Centre
Statement of Operations and Net Assets

For the year ended December 31	2014	2013
Revenue		
Project	\$ 1,357,412	\$ 1,302,443
Grants and contributions		
City of Sault Ste. Marie	277,890	277,890
Industry Canada - FedNor	760,039	303,145
Northern Ontario Heritage Fund Corporation (NOHFC)	778,044	351,218
Trillium	48,527	40,000
Industrial Research Assistance Program	128,140	105,360
MaRS	134,750	119,750
Ministry of Research and Innovation	182,000	173,438
Rent	192,089	154,412
Program and services	699,498	588,703
Miscellaneous	<u>35,226</u>	<u>5,422</u>
	<u>4,593,615</u>	<u>3,421,781</u>
Expenses		
Administration and overhead	1,554,348	721,197
Amortization	95,970	77,717
Computer and software	142,965	155,833
Rent	152,992	103,420
Provision for doubtful accounts	945	21,329
Travel	21,128	23,964
Wages and benefits	<u>2,638,383</u>	<u>2,400,506</u>
	<u>4,606,731</u>	<u>3,503,966</u>
Deficiency of revenue over expenses	(13,116)	(82,185)
Net assets, beginning of year	1,023,484	1,105,669
Net assets, end of year	\$ 1,010,368	\$ 1,023,484

Sault Ste. Marie Innovation Centre
Statement of Cash Flows

<u>For the year ended December 31</u>	<u>2014</u>	<u>2013</u>
Cash flows from operating activities		
Deficiency of revenue over expenses	\$ (13,116)	\$ (82,185)
Item not involving cash		
Amortization of capital assets	<u>95,970</u>	<u>77,717</u>
	<u>82,854</u>	<u>(4,468)</u>
Changes in non-cash working capital balances		
Accounts receivable	(336,256)	242,403
Prepaid expenses	(22,271)	7,424
Accounts payable and accrued liabilities	67,170	16,537
Deferred interest payable	-	(6,555)
Unearned revenue	<u>257,395</u>	<u>(12,521)</u>
	<u>48,892</u>	<u>242,820</u>
Cash flows from investing activities		
Purchase of capital assets	(74,988)	(51,470)
Cash flows from financing activities		
Repayment of long-term debt	<u>-</u>	<u>(102,203)</u>
Net increase in cash	(26,096)	89,147
Cash, beginning of year	571,560	482,413
Cash, end of year	\$ 545,464	\$ 571,560

Sault Ste. Marie Innovation Centre Notes to Financial Statements

December 31, 2014

1. Summary of significant accounting policies

Nature of Operations	The Sault Ste. Marie Innovation Centre was incorporated without share capital in 1999 under the laws of Ontario as a not-for-profit to function as a catalyst for economic development and diversification in the information technology and knowledge-based sectors. The Centre's purpose is to encourage the community to work together in innovative ways to use technology and enhance and improve Sault Ste. Marie's competitiveness by developing advanced applications and infrastructure and to promote economic development in the knowledge based industry.												
Basis of Accounting	These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations.												
Revenue Recognition	The Centre follows the deferral method of accounting for contributions. Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.												
Capital Assets	Capital assets are recorded at cost. Amortization, based on the estimated useful life of the asset, is provided on a straight-line basis as follows:												
	<table><tbody><tr><td>Computer hardware</td><td>3 - 5 years</td></tr><tr><td>Computer software</td><td>3 years</td></tr><tr><td>Furniture and equipment</td><td>3 years</td></tr><tr><td>NOHFC funded equipment</td><td>3 years</td></tr><tr><td>Trillium funded equipment</td><td>3 years</td></tr><tr><td>Leasehold improvements</td><td>Over the term of the lease agreement</td></tr></tbody></table>	Computer hardware	3 - 5 years	Computer software	3 years	Furniture and equipment	3 years	NOHFC funded equipment	3 years	Trillium funded equipment	3 years	Leasehold improvements	Over the term of the lease agreement
Computer hardware	3 - 5 years												
Computer software	3 years												
Furniture and equipment	3 years												
NOHFC funded equipment	3 years												
Trillium funded equipment	3 years												
Leasehold improvements	Over the term of the lease agreement												
Contributed services	Volunteers contribute time to assist the Centre in carrying out its service delivery activities. Because of the difficulty determining their fair value, contributed services are not recognized in the financial statements.												
Financial Instruments	Financial instruments are recorded at fair value when acquired or issued. In subsequent periods, they are reported at cost or amortized cost less impairment, if applicable. Financial assets are tested for impairment when changes in circumstances indicate the asset could be impaired.												
Use of Estimates	The preparation of financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from management's best estimates as additional information becomes available in the future.												

Sault Ste. Marie Innovation Centre Notes to Financial Statements

December 31, 2014

2. Investment

The Innovation Centre developed intellectual property that was contributed to Infonaut Inc. in exchange for 5,000 common shares of the capital stock of that corporation. Infonaut Inc. had valued the intangible asset received and the common shares issued at \$160,000. The intellectual property was comprised of the Innovation Centre's materials and labour hours to develop a prototype system for disease tracking for hospitals. Funding was provided in the past to Infonaut Inc. and to the Innovation Centre to develop this project. The receipt of the 5,000 common shares resulted in a 4% ownership interest in Infonaut Inc. and the Innovation Centre was provided with a first right of refusal on any consulting work coming out of the sales of the technology.

This non-monetary transaction resulted in a contributed surplus equal to the value of the shares that were provided without any cash consideration. The investment in Infonaut Inc. in the Centre's financial statements was valued using the net asset or equity value of Infonaut Inc. As there were no sales yet in Infonaut, valuing the company on a capitalized earnings or cash flow basis would not be an acceptable methodology. The computed value was \$1 per share or \$5,000 for the investment. Contributed surplus was recorded at \$5,000 in the net assets of the Centre.

3. Capital assets

	2014			2013		
	Cost	Accumulated Amortization		Cost	Accumulated Amortization	
Computer Hardware	\$ 876,845	\$ 794,153		\$ 854,832	\$ 718,883	
Computer Software	388,100	388,100		388,100	388,100	
Furniture and equipment	88,806	88,806		88,806	88,806	
NOHFC funded equipment	311,158	311,158		311,158	311,158	
Trillium funded equipment	14,479	14,479		14,479	14,479	
Leasehold improvements	88,481	27,039		35,506	6,339	
	<hr/>	<hr/>		<hr/>	<hr/>	
	\$ 1,767,869	\$ 1,623,735		\$ 1,692,881	\$ 1,527,765	
Net book value		<hr/>			<hr/>	
		\$ 144,134			\$ 165,116	

The Centre entered into an agreement with the City of Sault Ste. Marie indicating that should the Centre cease operations, any assets obtained as a result of funding from FedNor or Northern Ontario Heritage Fund Corporation shall be transferred to the City of Sault Ste. Marie.

Sault Ste. Marie Innovation Centre Notes to Financial Statements

December 31, 2014

4. Commitments

The Centre has entered into a lease with Algoma University College to lease 4,287 sq. ft. for its operations, and 6,013 sq ft. for the Geomatics Centre for a total of 10,300 sq. ft. The term of the lease expires March 31, 2016. The annual lease payments are based on an annual space and operational fee of \$8.34 per sq. ft for the Innovation Centre and \$9.34 per sq. ft. for the Geomatics Centre. Amounts are reviewed annually and are based on cost plus rent.

Starting April 1, 2014, the centre entered into a lease with McRain Developments Inc. to lease 6,070 sq. ft. for the Innovation Accelerator Program. The term of the lease expires on March 31, 2019. The lease payments are \$8,003 per month.

5. Government remittances

Included in accounts payable and accrued liabilities are the following government remittances payable.

	2014	2013
HST payable	<u>\$ 20,881</u>	<u>\$ 15,056</u>

6. Economic dependence

The Centre is dependant on funding provided by the City of Sault Ste. Marie and other senior levels of government for funding its economic development initiatives.

7. Financial instrument risk

The Centre's management monitors, evaluates and manages the principal risks assumed with financial instruments on a daily basis. The risks that arise from transacting financial instruments include liquidity risk and credit risk.

Liquidity risk

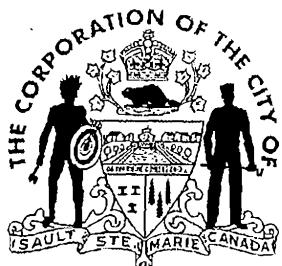
Liquidity risk arises from the Centre's management of accounts payable. It is the risk that the Centre will encounter difficulty in meeting its financial obligations as they fall due. It is management's opinion that the Centre is not exposed to significant liquidity risk arising from its financial instruments.

Credit risk

Credit risk arises principally from the Centre's accounts receivable. The Centre is exposed to credit risk resulting from the possibility that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The majority of the Centre's receivables are from government sources and the Centre works to ensure they meet all eligibility criteria in order to qualify to receive the funding.

Schedule D – Board of Directors

- Chris Wray; CAO / Clerk-Treasurer, Municipality of Wawa – Chair
- Kirsten Corrigal; Manager, Forest Legislation and Planning Section; Ontario Ministry of Natural Resources - Vice-Chair
- Theresa Cassan; Director of Credit and Risk Services at Northern Credit Union– Treasurer
- Stephanie Bifano; Employee Relations Manager; Agero
- Karen Bird; RBC Dominion Securities
- Nevin Buconjic; Manager of Trade, Investment & Community Marketing; Sault Ste. Marie Economic Development Corporation
- Dr. Craig Chamberlin; President; Algoma University
- Dr. Ron Common, President, Sault College
- Jim Harmar; Senior Partner, Shelby Environmental Services
- Ross Romano; City Councillor
- Ex-Officio – Mayor Christian Provenzano



CITY COUNCIL RESOLUTION

Agenda Item

5(0)

Date: April 12, 2010

MOVED BY
SECONDED BY

Councillor
Councillor

L. Turco
P. Mick

Resolved that the report of the Commissioner of Finance and Treasurer, dated 2010 04 12 concerning Accountability Agreement with the Sault Ste. Marie Innovation Centre be accepted and the recommendation that Council approve the Memorandum of Understanding with the Sault Ste. Marie Innovation Centre be approved.

CARRIED
 REFERRED

DEFEATED
 OFFICIALLY READ NOT DEALT WITH

AMENDED

DEFERRED

OFFICIALLY READ NOT DEALT WITH

SIGNATURE

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

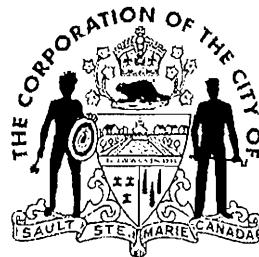
- Comm. Community Services
- Comm. P.W. & Transportation
- City Clerk
- Fire Chief
- Police Chief

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

5(0)

William Freiburger, CMA
Commissioner of Finance
and Treasurer

Finance Department



2010 04 12

Mayor John Rowswell and
Members of City Council

Re: Accountability Agreement with the Sault Ste. Marie Innovation Centre (SSMIC)

The Finance Committee has been working with Sault Ste. Marie Economic Development Corporation (SSMEDC) and the Sault Ste. Marie Innovation Centre to create an accountability agreement in response to the following resolution dated April 30, 2008.

Moved by: Councillor L. Tridico
Seconded by: Councillor P. Mick

Resolved that the report of the Commissioner of Finance and Treasurer dated 2008 04 28 concerning Accountability Agreements for Outside Agencies be accepted and the recommendation that Council approve the Sault Ste. Marie Economic Development Corporation and the Sault Ste. Marie Innovation Centre entering into an accountability agreement with the City for the purpose of demonstrating the community benefits of City funding to their organizations be approved.

The Finance Committee reviewed the Memorandum of Understanding with the Sault Ste. Marie Innovation Centre (SSMIC) on January 19, 2010 and recommended changes that were approved by the SSMIC Board on March 23, 2010.

Recommendation

City Council approve the Memorandum of Understanding with the Sault Ste. Marie Innovation Centre.

Respectfully submitted,

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

W. Freiburger, CMA
Commissioner of Finance and Treasurer



**Memorandum of Understanding
Between the
City of Sault Ste. Marie (City)
and the
Sault Ste. Marie Innovation Centre (SSMIC)
For Accountability**

Table of Contents:

1. Purpose
2. Program
3. Deliverables
4. Administrative and Cost Sharing Arrangements
5. Reporting and Monitoring
6. Promotion and Publicity
7. Term of Agreement
8. Dispute Resolution
9. Signatures

This Memorandum of Understanding includes the following schedules:

Schedule A	SSMIC Business Plans (Period of agreement)
Schedule B	SSMIC Reporting Template (Quarterly)
Schedule C	SSMIC Budget
Schedule D	Small Business Support Partnership Agreement

**Memorandum of Understanding
Between
the City of Sault Ste. Marie
and
the Sault Ste. Marie Innovation Centre

for Accountability**

1. Purpose

- 1.1 The intent of this Memorandum of Understanding (MoU) between the City of Sault Ste. Marie (City) and the Sault Ste. Marie Innovation Centre (SSMIC) is to ensure there is an understanding of accountability between the two organizations and to put in place reporting and communications timeframes on this understanding.

2. Program

- 2.1 In recognition of the vital role of SSMIC to function as a catalyst for economic development and diversification in the information technology and knowledge-based sectors, the City and the SSMIC have agreed to sign this Memorandum of Understanding to provide clarity, agree on reporting, and to increase collaborative support between the two signing parties.

3. Deliverables

In accordance with the terms and conditions in this MOU, the SSMIC shall:

- 3.1 Carry out the following mission: The Sault Ste. Marie Innovation's mission is to drive business growth, facilitate research and commercialize innovation in globally significant areas of science and technology through partnerships, expert advice, community development, business incubation, youth outreach and sector development activities.
- 3.2 The SSMIC will deliver its programs and services as outlined in its annual business plan that will aim to produce strategic outcomes (increased and retained job creation, program funding leveraging, business incubation, value-added services, youth outreach activities, GIS business and raise the profile of the IT sector locally and externally).
- 3.3 Operate with best practices on governance, management and public relations and ensure that the funding provided by the City to the SSMIC is spent wisely and effectively in the pursuit of developing an innovative science and technology hub.
- 3.4 Report bi-annually on the strategic outcomes as driven by the SSMIC programs and services.

- 3.5 Work in good faith, integrity, remain non-political, and maintain positive relations with the Mayor, City Council, City staff, its community partners, and ensure a high standard of client satisfaction that would ultimately benefit Sault Ste. Marie businesses and citizens.
- 3.6 Work with other community and economic development agencies and partners (e.g., Sault Ste. Marie Economic Development Corporation, Community Development Corporation, Chamber of Commerce, etc.) in a positive and collaborative manner to best service the community and to avoid overlap and the duplication of services as outlined in the attached Small Business Support Partnership Agreement.

In accordance with the MOU, the City shall unless otherwise directed by City Council:

- 3.7 Go to the SSMIC as its lead agency on economic development in the information technology and science based sectors for strategic advice, policy, implementation of projects, etc. pertaining to growth and development and private sector relations.
- 3.8 Provide to the SSMIC moral support and recognition for its efforts based upon positive strategic outcomes and success stories.
- 3.9 Provide continued financial support for the operations of the SSMIC as approved in the City's annual budget. The City of Sault Ste. Marie would also consider special financial requests from the SSMIC for those economic development activities that would be above and beyond the existing agreement as a result of significant events or opportunities that would support economic development.
- 3.10 Work in lead role with SSMIC as a partner on City infrastructure, regulations, and special projects that would support priority economic development enablers that would be effective in attracting and supporting new and existing private and public sector investment.

4. Administrative and Cost-Sharing Arrangements

- 4.1 It is understood that the SSMIC is responsible for its own Administration Costs and that the City of Sault Ste. Marie understands that City funds are required to support the SSMIC Corporation.

5. Reporting and Monitoring

- 5.1 In addition to the annual Business Plan and Annual Report, SSMIC will provide the City of Sault Ste. Marie bi-annual reports and other reports that the City may reasonably request in a manner and format mutually agreed upon.

- 5.2 SSMIC shall provide to the City of Sault Ste. Marie its annual financial statements. The City will maintain and respect the confidential nature of its relationships with clients, partners, and individuals.
- 5.3 The Corporation of the City of Sault Ste. Marie will nominate a City Councillor for election to the SSMIC Board of Directors.
- 5.4 The SSMIC will respond to City Council resolutions and requests for information on a timely basis.
- 5.5 The SSMIC Board of Directors would present its business plans to City Council annually by year end. Prior to the City Council presentation, the SSMIC Board of Directors will meet with the Finance Committee to review the business plans.
- 5.6 The key indicators behind performance measurement for SSMIC should focus on whether or not the time and money that the organization is using is resulting in these key considerations:
 - i. Direct job creation
 - ii. Program funding leveraging.
 - iii Business Incubation maintenance and growth.
 - iv. Provide value-added services (e.g. referral, advice, business plan review, etc.)
 - v. Continue youth outreach activities with presentation.
 - vi. Increase GIS related business in Sault Ste. Marie
 - vii Raise the profile of the IT sector locally and externally
 - viii Create the environment for growth in IT.

- 5.7 The City of Sault Ste. Marie will maintain core funding to ensure the SSMIC can operate. It is expected that SSMIC will work proactively to attract additional funding and revenue streams that will decrease City of Sault Ste. Marie funding over time.

6. Promotion and Publicity

- 6.1 SSMIC will recognize the City of Sault Ste. Marie in appropriate publications of the SSMIC for its financial and partnership contributions. The City will provide appropriate logo information for such promotion.

7. Term of Memorandum of Understanding

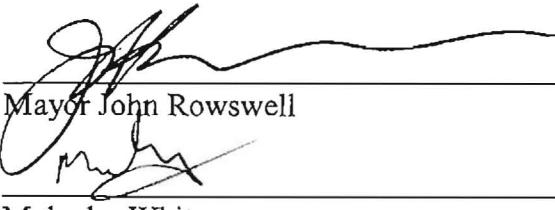
- 7.1 This Memorandum of Understanding is in effect upon the signature by all parties concerned, and can be amended at any time by mutual consent or can be terminated by either party upon one year's written notice.

8. Dispute Resolution

- 8.1 In the event that the City of Sault Ste. Marie or the SSMIC is of the opinion that there has been a breach by either party, both organizations agree to work on a collaborative solution to address the breach.

9. Signatures

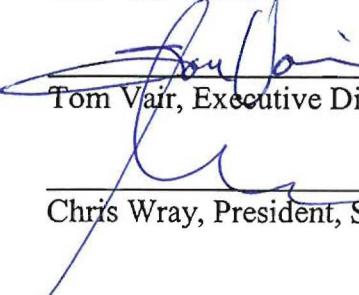
- 9.1 This Memorandum of Understanding has been signed on behalf of the City of Sault Ste. Marie and on behalf of the Sault Ste. Marie Innovation Centre by the proper signing authorities.


Mayor John Rowswell

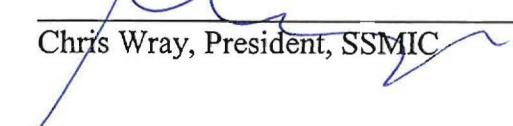
April 12, 2010
Date


Malcolm White

April 12, 2010
Date


Tom Vair, Executive Director, SSMIC

MAY 26, 2010
Date


Chris Wray, President, SSMIC

May 27, 2010
Date

Schedules

Schedule A

SSMIC Business Plan – http://www.ssmic.com/UploadedFiles/file/2009_Business_Plan_v5.pdf

Schedule B

SSMIC Reporting Quarterly Reporting Template

Schedule C

City of Sault Ste. Marie Budget for SSMIC

Schedule D

Small Business Support Partnership Agreement

Sault Ste. Marie Innovation Centre Report on Key Performance Indicators

The Sault Ste. Marie Innovation Centre is a non-profit organization, funded by public and private partners whose vision is to build and actively develop an innovative science and technology hub: a perpetual generator of knowledge and prosperity.

SSMIC's mission is to drive business growth, facilitate research and commercialize innovation in globally significant areas of science and technology through partnerships, expert advice, community development, business incubation, youth outreach and sector development activities.

The SSMIC Board of Directors has identified the following Key Performance Indicators used to measure the Corporation's performance and effectiveness:

- Direct Job Creation – 20 jobs
- Program Funding Leveraged – \$750,000
- Business Incubation – maintain Technology Incubator to include seven companies
- Provide value-added services (referral, advice, business plan review, etc) to 30–45 existing businesses
- Continue youth outreach activities with presentations to over 300 local youth
- Increase GIS related business as measured by revenue growth and staff count for SSMIC Community Geomatics Centre

City of Sault Ste Marie
INNOVATION CENTRE
For the Eleven Months Ending November 30, 2009

Schedule C

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Ram
REVENUE				
<hr/>				
EXPENDITURES				
Grants to others	\$277,890.00	\$277,890.00	\$0.00	0.00%
	<u>277,890.00</u>	<u>\$277,890.00</u>	<u>\$0.00</u>	<u>0.00%</u>
NET (REVENUE)/EXPENDITURE	277,890.00	\$277,890.00	\$0.00	0.00%

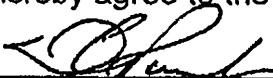
Schedule D

Small Business Support Partnership Agreement Term: Dec. 31, 2007 – Dec. 31, 2009

1. The parties to this agreement include (but will be not limited too):
 - a) Sault Ste. Marie Chamber of Commerce
 - b) Community Development Corporation of Sault Ste. Marie & Area
 - c) Sault Ste. Marie Economic Development Corporation (which includes the Enterprise Centre, Tourism SSM, Development SSM)
 - d) Sault Ste. Marie Innovation Centre
 - e) Science Enterprise Algoma
2. The parties are committed to (operational standards):
 - a) develop and implement a streamlined process to establish new businesses and support entrepreneurial ventures through the various stages of business;
 - b) promote the small business portal which outlines SSM local development processes and provides guidance for start-ups and businesses who want to expand or change operations;
 - c) communicate the local small business development process to existing and potential clients;
 - d) update partners on any changes to program delivery
 - e) establish an effective network for entrepreneurs to share information, best practices and training
 - f) refer/deliver government programs efficiently
3. The parties agree to the following administrative requirements:
 - a) Provide consistent message of programs/services
 - b) update portal information on a regular basis
 - c) remain fair and impartial when advising small business clients on products/services which are available in Sault Ste. Marie and area
 - d) work on a coordinated basis to promote and distribute information
 - e) avoid duplication of programs and services where possible
 - f) investigate processes (i.e., feasibility/liability of common intake forms or centralized ListServ for clients) and implement improvements
 - g) provide appropriate referral and direction to appropriate partners when necessary and ensure highest quality service standards
 - h) cost share in professional development when opportunities exist

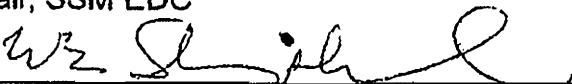
NOTE: This agreement shall remain in force until modified or terminated by any party. This agreement does not confer a contractual obligation to perform upon any party. Parties are not subject to any legal liability resulting from non-performance.

We hereby agree to the terms noted in this agreement.


Chair, SSM EDC

3/3/08

Date


Chair, Chamber SSM

Feb 21 '08

Date


Chair, CDC SSM

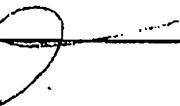
3/7/08

Date


Chair, seA

19 FEB 08

Date


Chair, SSMIC

Date

Report Summary of the RAIN Pilot Project (2013-15)

Research Projects: RAIN took the lead on 12 research projects and partnered on two additional research projects during the RAIN pilot project (2013-2015)

- RAIN secured over \$410,000 in funding for its research projects during the pilot, which covered costs for researchers, equipment, analysis and operations
- RAIN employed ten researchers, including post-docs, Masters students and research internships for its projects
- RAIN partnered with 29 different organizations, funders and private companies to undertake its research activities
- RAIN partnered with local farmers to conduct research on 18 different on-farm site locations in Algoma District
- Project have included: Keyline plowing for improved forage production and climate change resilience; Pasture Improvement Demonstration and Assessment; Nutritional value and integration of hybrid willow/poplar as fodder for sheep; Bobolink habitat and hay nutrition; Annual crop variety trials – Soybeans, Barley, Forage Sorghum, Canola

Market Development: RAIN assisted over 20 individual farms and food producers with establishing new businesses or expanding existing businesses through its market development activities

- RAIN's major fundraiser Eat Algoma 2014 raised \$10,000 in its first year and attracted 1,500 consumers with 400 tickets sold and 25 food & farm businesses involved. Eat Algoma 2015 raised \$9,000 in its second year and sold 400 tickets with 22 food & farm businesses.
- RAIN's Buy Algoma Buy Fresh initiative printed 10,000 local food directories, raising \$3,000
- Over \$400,000 in funding was leveraged for co-operative ventures like Penokean Hills Farms

Infrastructure Development

- RAIN's Tile Drainage & Land Clearing Programs will install 3,130 acres of tile drainage & land clearing (\$1,638,500 in grants) in Algoma-Manitoulin with 49 farmers participating.
- RAIN's SNAP program approved 46 projects in the North. There have already been 25 FTE positions created and 17 FTE's maintained. SNAP resulted in 50 new products.
- RAIN assisted 95 farm & food businesses with starting new ventures (16 of 95) and expanding existing ventures. RAIN's infrastructure programs (SNAP/Tile Drainage/Land Clearing) leveraged \$1,878,500 in grant funding for businesses to start-up or expand.

Training, Networking & Collaboration

- RAIN hosted 11 educational workshops related to farm production, marketing, business development with 232 participants and 10 partners
- RAIN hosted 9 networking events related to value chain development, farm development and economic development with 455 participants and 7 partners
- RAIN hosted 4 major public education events like the Green Expo, the Sustain Algoma Expo and Eat Algoma that attracted over 3400 participants with 8 partners

Report on the Memorandum of Understanding (MOU) for Accountability Between the City of SSM and SSMEDC



April 11th 2016

Page 320 of 498

Corporate Overview

- MOU Commitments and Obligations
- Mission/Vision Statement
- SSMEDC Operating Divisions
 - Business Development
 - Tourism Development
 - Corporate Projects and Program Delivery Services

CITY AND SSMEDC MOU ACCOUNTABILITY SUMMARY

SSMEDC Deliverables:

- **Mission:**
“The Sault Ste. Marie Economic Development Corporation is a non-profit organization funded by public and private partners whose goal is to be the community’s leader in supporting and promoting an environment which generates sustainable employment in a healthy, growing and diversified economy.”
- Deliver its **programs and services** to produce strategic outcomes
- Operate with **best practices on governance, management and public relations.**

CITY AND SSMEDC MOU ACCOUNTABILITY SUMMARY

SSMEDC Deliverables:

- **Provide regular reports on strategic outcomes** as driven by the SSMEDC programs and services and as required by City Council
- Work in **good faith, integrity, remain non-political, and maintain positive relations** with the Mayor, City Council, City staff, its community partners, and ensure a high standard of client satisfaction
- **Work with other community economic development agencies and partners** in a positive and collaborative manner to best service the community and to avoid overlap and the duplication of services.

CITY AND SSMEDC MOU ACCOUNTABILITY SUMMARY

City Deliverables:

- **Go to the SSMEDC as its lead agency on economic development, strategic advice, policy, implementation of projects, economic development fund recommendations, etc. pertaining to economic development and private sector relations.**
- **Provide to the SSMEDC moral support and recognition for its efforts based upon positive strategic outcomes and success stories.**
- **Provide continued financial support for the operations of the SSMEDC as approved in the City's annual budget and consider special financial requests**
- **Work in lead role with SSMEDC as a partner on City infrastructure, regulations, and special projects that would support priority economic development enablers that would be effective in attracting and supporting new and existing private and public sector investment.**

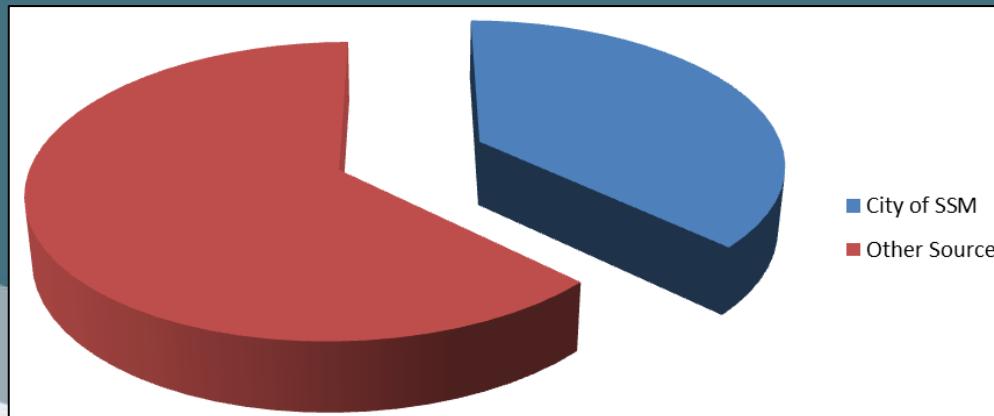
Budget & Leveraging & Municipal Investments

BUDGET:

- City investment in SSMEDC \$1.67 million (includes \$45 K in EDF)
- SSMEDC receives \$2.67 million from other sources
- Ontario - \$1.5 million, Canada - \$140,000, Private - \$1.03 million

LEVERAGE:

- 1% of total City Expenses
- Over the past 5 years, for every City dollar invested, the SSMEDC secures two additional dollars from other sources (roughly).



Our Team

- **Board of Directors**
 - Business Owners and Operators
 - Executives
 - Professionals
- **Staff**
 - Experiences and Knowledgeable
 - Professional – trained in Economic Development
 - Corporate degrees in Business and Public Administration

Business Development

- Core Activity
- Key Performance Indicators
- Strategic Partnerships
- Programs, Projects and Activity

Tourism SSM

- Core Activity
- Key Performance Indicators
- Strategic Partnerships
- Programs, Projects and Activity

Corporate Services

- Projects and Activity
- Council-Supported Special Projects
- Other Strategic Initiatives

Competitiveness/Economic Scan

- Municipal Tax Base
- Private and Public Sector Investments
- Employment Levels
- Competitive Advantages

Moving Forward

- 2016 Priorities
 - ESSAR CCAA – Community Response/Support
 - SSM Economic Development Strategic Plan
 - Business/Tourism Development Initiatives/Partnerships
 - City Economic Development Review

Thank You

Questions?



April 11, 2016

To: Mayor Christian Provenzano and Members of City Council

From: Don Mitchell
President and Chair of the Board of Directors
Sault Ste. Marie Economic Development Corporation

Re: 2015 Activity, Results & Outcomes
A Report on the Memorandum of Understanding (MOU) for Accountability Between the
City of Sault Ste. Marie and Sault Ste. Marie Economic Development Corporation, April
2016

On behalf of the Board of Directors and Staff of the Sault Ste. Marie Economic Development Corporation, we are pleased to submit, in accordance with the associated terms and conditions of the MOU, the Report on the Memorandum of Understanding for your consideration.

SSMEDC requests that during the upcoming period of the assessment of economic development activities in the community by the CAO, that both organizations (City and SSMED) continue to abide by the terms of agreement as described in the MOU.

The Report and associated materials are attached for Council's information.

Respectfully submitted,

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

Don Mitchell
President and Board Chair
SSMEDC



99 Foster Drive . Level Three . Sault Ste. Marie, Ontario . Canada . P6A 5X6 . Tel: 705.759.5432 . 1.800.461.6020 . Fax: 705.759.2185
info@ssmedc.ca . www.sault-canada.com

2015 Results Report on Memorandum of Understanding For Accountability between the City of Sault Ste. Marie and the Sault Ste. Marie Economic Development Corporation & the Sault Ste. Marie Innovation Centre



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**



SAULT STE. MARIE
INNOVATION
CENTRE

Outline

- Municipal Context/MOU Framework
- Current Municipal Situation
- SSMEDC Results, KPI's & Actions Going Forward
- SSMIC Results, KPI's & Actions Going Forward
- Shared Priorities/Challenges/Opportunities
- Wrap-up/Questions

Municipal Context

- **Ontario Municipal Act**
- **Ontario Planning Act**
- In 2009 City approved MOU Between themselves and to not-for-profit organizations:
 - Sault Ste. Marie Economic Development Corporation (**SSMEDC**);
 - Sault Ste. Marie Innovation Centre (**SSMIC**)

Purpose:

- To ensure there is an **understanding of accountability** between the City and these organizations;
- To put in place **reporting and communication time frame** on this understanding.

MOU Corporate Mission Statements

- **SSMEDC Mission:** A not for profit organization funded by public and private partners who is:
 - **to be the community's leader in supporting and promoting an environment which generates:**
 - “**sustainable employment in a healthy, growing and diversified economy.**”
- **SSMIC Mission:**
 - **to drive business growth;**
 - **facilitate research and commercialize innovation in globally significant areas of science and technology through:**
 - “**partnerships, expert advice, community development, business incubation, youth outreach and sector development activities**”

SSMEDC/SSMIC Programs & Deliverables:

- **SSMEDC:** to support job creation, attract new tax assessment, and to carry out strategic economic development initiatives.
- **SSMIC:** to function as a catalyst for economic development and diversification in the information technology and knowledge-based sectors.
- **The balance of the MOUs are similar in structure and format.**

City Deliverables to the SSMEDC/SSMIC

- Go to the **SSMEDC as its lead agency on economic development for** strategic advice, policy, implementation of projects, economic development fund recommendations, etc., pertaining to economic development and private sector relations.
- Go to the **SSMIC as its lead agency on economic development in the information technology and science-based sectors** for strategic advice, policy, implementation of projects, etc., pertaining to growth, development and private sector relations.
- Provide to **both SSMEDC and SSMIC moral support and recognition for its efforts** based upon positive strategic outcomes and success stories.

Sault Ste. Marie Economic Development Corporation



Report on the
**Memorandum of
Understanding (MOU) for
Accountability**

Between the City of Sault Ste. Marie &
The Sault Ste. Marie Economic
Development Corporation

April 11, 2016

2015
Activity, Results and Outcomes
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Note To Readers

This submission to City Council represents the **fifth time** the Sault Ste. Marie Economic Development Corporation (SSMEDC) has reported on the deliverables described in its Memorandum of Understanding (MOU) with the City of Sault Ste. Marie. The MOU was signed between the two parties in 2009. This report provides information, in accordance with the terms, conditions and deliverables of the MOU, for the period of January 1, 2015 to December 31, 2015.

The MOU and its associated key performance indicators serve as important tools and reference for City Council, staff, the citizens of Sault Ste. Marie and the SSMEDC. These are complimented by reports on EDF funding requests and other economic development matters for Council's information and consideration, including the SSMEDC's 2012-2015 Strategic Plan Update, its 2014 Annual Report and its upcoming 2015 Annual Report that's slated to be published later this year following the release of the Corporation's audited Financial Statements. This is in addition to other information regularly received by City Council from the SSMEDC, including Weekly Activity Reports, bi-monthly newsletters, routine press releases and other reports.

This MOU report is one of the regular updates provided to City Council on SSMEDC activity, results and outcomes. It demonstrates a return for taxpayer investment. It's important to note, however, that none of this activity would be possible without the continued support of Council, the City staff team and other stakeholders in the community. While this report outlines SSMEDC activity, along with the wealth generation, job creation and retention, and visitor attraction created by it, the activity is a result of City Council's continued commitment to the SSMEDC, for which the Corporation is most grateful.

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1. MOU Commitments & Obligations

SSMEDC DELIVERABLES

In accordance with the terms and conditions in this Accountability Agreement, the SSMEDC shall:

- ◆ Carry out the following **Mission**: The Sault Ste. Marie Economic Development Corporation is a non-profit organization funded by public and private partners whose goal is to be the community's leader in supporting and promoting an environment which generates sustainable employment in a healthy, growing and diversified economy.
- ◆ Deliver its **programs and services** to produce strategic outcomes (increased and retained job creation, city tax assessment, and the completion of key economic development projects) based upon current economic development strategic priorities.
- ◆ Operate with **best practices** on governance, management and public relations and ensure that the funding provided by the City to the SSMEDC is spent wisely and effectively in the pursuit of economic development.
- ◆ Provide **regular reports on strategic outcomes** as driven by the SSMEDC programs and services and as required by City Council on specific projects or Economic Development Fund recommendations.
- ◆ Work in **good faith, integrity, remain non-political, and maintain positive relations** with the Mayor, City Council, City staff, its community partners, and ensure a high standard of client satisfaction that would ultimately benefit Sault Ste. Marie businesses and citizens.
- ◆ **Work with other community economic development agencies and partners** (e.g., Sault Ste. Marie Innovation Centre, Community Development Corporation, Chamber of Commerce, etc.) in a positive and collaborative manner to best service the community and to avoid overlap and the duplication of services.

CITY DELIVERABLES

In accordance with the terms and conditions in this Accountability Agreement, the City shall:

- ◆ **Go to the SSMEDC as its lead agency on economic development**, strategic advice, policy, implementation of projects, economic development fund recommendations, etc. pertaining to economic development (which is inclusive of tourism) and private sector relations.
- ◆ **Provide to the SSMEDC moral support and recognition** for its efforts based upon positive strategic outcomes and success stories.
- ◆ **Provide continued financial support for the operations of the SSMEDC** as approved in the City's annual budget and consider special financial requests from the SSMEDC for those economic development activities that would be above and beyond the existing agreement as a result of significant events or opportunities that would support economic development.
- ◆ **Work in lead role with SSMEDC as a partner on City infrastructure, regulations, and special projects** (e.g., industrial land, proactive business bylaw, Economic Development Fund, CIP, etc.) that would support priority economic development enablers that would be effective in attracting and supporting new and existing private and public sector investment.

2. Corporate Overview

SSMEDC OPERATING DIVISIONS

To achieve its objectives of generating wealth, creating and retaining jobs, increasing the Municipal tax base and attracting visitors, the SSMEDC is organized around three operating divisions. Though the divisions have unique roles, they often work together on projects designed to bolster the local economy. The SSMEDC divisions are:

Business Development

Primary role: Support existing businesses, along with current and aspiring entrepreneurs, and attract external business and investment to the community. The division's overall goal is to help generate wealth for the community, create and retain jobs, and increase the Municipal tax base.

Tourism Sault Ste. Marie

Primary role: Deliver marketing strategies and activities, develop tourism-related products, and attract and support events. The division's overall goal is to help attract visitors to the community who, in turn, inject capital into the economy.

Corporate Services

Primary role: Support the SSMEDC as a whole with a number of functions, including finance, information technology, human resources, communications, and freedom of information and protection of privacy. The division, which also provides general assistance to the CEO and administers special projects from the CEO's office, is additionally responsible for matters pertaining to SSMEDC Board of Directors governance and the City's Economic Development Fund.

Together, these divisions deliver the SSMEDC's programs and services pursuant to Section 3.2 of the MOU. The Corporation also operates with best practices, which are described in its Strategic Plan Update, available online at www.sault-canada.com/en/aboutus/researchreportspublications.asp.

• • • • •





With its offices located on the first level of the Civic Centre, the Sault Ste. Marie Economic Development Corporation (SSMEDC) is governed by a volunteer Board of Directors that includes a City Councillor and the Mayor (ex-officio), along with individuals who represent the community's private, public and non-profit sectors. The Corporation receives operating and project funding from all three levels of government, the private sector and other sources.

MISSION STATEMENT

The Corporation's mission is to support the sustainable growth and the further development of a diversified community economy through activities and undertakings, which facilitate:

- ◆ The creation and retention of wealth in the community;
- ◆ Increasing productivity and global competitiveness;
- ◆ Inward investment and trade; and
- ◆ The marketing and promotion of local business development and tourism;

thereby achieving the Corporate vision.

VISION STATEMENT

"Our community, City Council and other partners recognize and value the corporation as their source for leadership and support in shaping and creating a competitive, sustainable and thriving economy for Sault Ste. Marie."

By 2020, Sault Ste. Marie will be recognized as a leading community having an increasingly diverse, sustainable and globally-competitive economy supported by the energy, manufac-

turing, innovation, research, small business and tourism sectors.

In support of our vision, the SSMEDC will be a community oriented, customer driven, strategic and results based organization that values its employees as a team and is characterized by:

- ◆ Earning the trust and respect of its community and partners;
- ◆ Building strong alliances and networks;
- ◆ Investing in its people and relationships;
- ◆ Creative risk-taking balanced by fiscal prudence; and
- ◆ Leadership focused on effective communication, innovation, ethics and the willingness to embrace change.

MANDATE

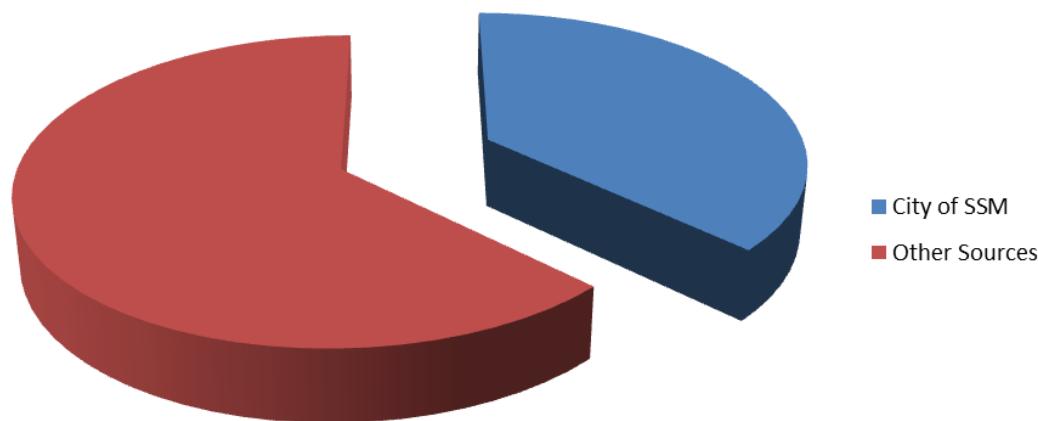
The SSMEDC is a not-for-profit Corporation, funded by public and private partners. As described in the MOU Terms and Conditions, the organization shall serve as the **City's lead agency on economic development**, providing strategic advice, policy, implementation of projects, Economic Development Fund recommendations pertaining to economic development (which is inclusive of tourism) and private sector relations.

3. Budget & Leveraging Municipal Investments

The SSMEDC receives funding from various sources, including all levels of government and the private sector. Its 2015 investment from the City of Sault Ste. Marie was \$1.67 million, which includes \$45,000 in EDF funding for special projects undertaken by the Corporation. Overall, this represents less than 1% of the Municipality's total expenses. The SSMEDC received an additional \$2.67 million from other sources in 2015.

The SSMEDC uses its Municipal investment to lever significant amounts of additional funds to undertake programs and services on behalf of the community. Being able to access such a high level of funding from senior levels of government is largely the result of the SSMEDC being an independent, non-profit organization. Between 2010 and 2015, the Corporation received a total of \$9.65 million from the City. The SSMEDC used this funding to secure over \$16.5 million from senior levels of government, the private sector and other sources. Essentially, **for every dollar the Corporation receives from the City, it secures roughly two dollars from other sources.**

SSMEDC Funding 2010 - 2015: Levering Municipal Investments



The other sources listed in the chart above include the following:

- ◆ Community Development Corporation of Sault Ste. Marie & Area;
- ◆ FedNor - Industry Canada;
- ◆ Northern Ontario Heritage Fund Corporation;
- ◆ Ontario Ministry of Economic Development, Employment and Infrastructure;
- ◆ Ontario Ministry of Northern Development and Mines;
- ◆ Ontario Ministry of Tourism, Culture and Sport;
- ◆ Ontario Tourism Marketing Partnership Corporation;
- ◆ Service Canada;
- ◆ Tourism Northern Ontario (RTO 13); and
- ◆ Various private sector partners.

Note: 2015 figures are based on draft unaudited financial statements. Also, the Municipal investments in the SSMEDC include one-time projects financed by City Council's Economic Development Fund. These initiatives are generally outside of the normal scope of the Corporation's day-to-day programs and services.

4. Our Team

BOARD OF DIRECTORS*

The SSMEDC's Board of Directors is a dedicated group of volunteers who commit thousands of hours annually to the governance, planning and administration of the Corporation. Through the Finance & Audit Committee, Business Development Committee, Tourism SSM Management Committee and Searchmont Committee, an equivalent amount of volunteer time is spent in support of the community's economic development. The Board and Committees consists of business owners, executives and professionals with a commitment to the growth and development of the Sault. The Board consist of:

- ◆ **Don Mitchell** (President):
Vice-President of Commercial Lines/Partner,
Algoma Insurance Group
 - ◆ **Robert Reid** (Vice President):
Owner, N-Sci Technologies Inc.
 - ◆ **Greg Punch** (Past President):
Senior Manager (retired), Group Health Centre
 - ◆ **Donna Hilsinger** (Secretary):
General Manager, Algoma's Water Tower Inn
& Suites
 - ◆ **Lori Naccarato-Sarlo** (Treasurer):
Senior Account Manager, Business Develop-
ment Bank of Canada
 - ◆ **Christiane Husemann**:
Real Estate Broker, Royal LePage Northern
Advantage
 - ◆ **Geoff Meakin**:
President, Meakin Forest Enterprises
 - ◆ **John Martella**:
Northern Ontario District Manager, Green For
Life
 - ◆ **Brian Robertson**:
President (retired), Royal Tire
 - ◆ **Pramod Shukla**:
Chief Operating Officer, Essar Steel Algoma
 - ◆ **Terry Rainone**:
President, Palmer Construction Group and
 - McRain Developments
 - ◆ **Kevin Wyer** :
(Chair of Tourism SSM): General Manager, Del-
ta Sault Ste. Marie Waterfront Hotel
 - ◆ **Sandra Hollingsworth**:
Ward 2 City Councillor
 - ◆ **Mayor Christian Provenzano**
(Ex-Officio)
- Liaison Members:**
- ◆ **Dr. Ron Common**:
President, Sault College
 - ◆ **Dr. Craig Chamberlin**:
President, Algoma University
 - ◆ **Dan Friyia**:
Executive Director, Community Development
Corporation of Sault Ste. Marie & Area
 - ◆ **Monica Dale**:
President, Sault Ste. Marie Chamber of Com-
merce

*As of April 2016

SSMEDC STAFF

SSMEDC staff are some of the most experienced and knowledgeable economic professionals in Ontario. Many have been working in the field for decades and hold professional designations in Economic Development, as well as advanced degrees in a variety of fields, including Business and Public Administration. The staff team consists of:

- ◆ **Tom Dodds**, Chief Executive Officer
- ◆ **Donica Gouchie**, Executive Assistant to the CEO

Business Development

- ◆ **Daniel Hollingsworth**, Executive Director
- ◆ **Angela Bruni**, Economic Development Officer
- ◆ **Nevin Buconjic**, Manager of Trade, Investment & Community Marketing
- ◆ **John Febraro**, Director of Business Development
- ◆ **Andrew Ross**, Manager of Enterprise Centre Services
- ◆ **Zoltan Virag**, Manager of Small Business Advisory Services

Corporate Services

- ◆ **Debbie LaFleur**, General Manager
- ◆ **Marc Capancioni**, Communications Coordinator
- ◆ **Matthew Di Flumeri**, Coordinator of Information and Technology
- ◆ **Karen Madigan**, Controller
- ◆ **Margaret VanLandegham**, Accounting Clerk
- ◆ **Emily Earle**, Receptionist

Tourism Sault Ste. Marie

- ◆ **Ian McMillan**, Executive Director
- ◆ **Lindsey Ackland**, Coordinator of Visitor Services & Media Relations
- ◆ **Alicia Brown**, Tourism Partnership Coordinator
- ◆ **Alana Kenopic**, Manager of Sports Tourism & Special Events
- ◆ **Jennifer King-Callon**, Manager of Meetings, Conventions & Travel Trade

5. Business Development

The Business Development team of the SSMEDC assists current and aspiring entrepreneurs in their startup and expansion plans. The division also works to attract new firms and investment to the community and undertakes strategic projects. As well, its staff provides clients with consultations and mentoring, reviewing and assisting with business plan development, and delivers seminars and other outreach activities. The ultimate goal is to create and retain jobs.

CORE ACTIVITY

- ◆ Delivered over **500 formal consultations** to new and existing clients. Averaging one hour each, and with considerable prep time required for things like reviewing business plans, this activity represents well over 1,000 hours or 150 days of staff time.
- ◆ Along with formal consultations, the SSMEDC handled more than **1,500 general inquiries** (phone, email and walk-in) from current and aspiring entrepreneurs looking for information or assistance.
- ◆ Conducted **40 seminars and workshops** on a variety of enterprise topics, including Business Planning and Market Research. This activity represents hundreds of hours of staff time.

SSMEDC SUCCESS STORIES



The SSMEDC assisted the Iannelli family, owners of Guy's B & R CSN Collision Centre, in a \$3.4-million expansion initiative that led to the company moving into a new facility and hiring additional staff in 2015.



The SSMEDC's Zoltan Virag (right) with client Darren Emond, an entrepreneur and artist who developed a comic book for the heavy metal band Iron Maiden in 2015.



KEY PERFORMANCE INDICATORS

In 2015, activity from the SSMEDC's Business Development team led to **29 business startups** and expansions. This created or retained **150 jobs** in the community. Between 2010 and 2015, SSMEDC activity generated **194 business startups** and expansions, which led to more than **1,700 jobs** being created or retained.

The figures above only refer to business startups and expansions that the SSMEDC had a direct impact on, such as clients who enrolled in one of its programs, or if SSMEDC staff spent a considerable amount of time assisting with a business plan. These figures refer to direct job creation only. However, direct jobs and investment also generate a significant amount of indirect and induced employment and other economic benefits as a result of what economists call the “multiplier effect.”

The SSMEDC makes efforts to publicize the names of as many clients as possible. However, not all clients want to be named, which is why overall stats are typically used, (as seen on the previous page). Some of the publicly-named firms the SSMEDC helped start or grow in 2015 include:



The SSMEDC helped Jesse Jordan start Contained Space, a firm that designs houses using metal shipping containers as the shell.



The SSMEDC assisted Samantha Luck in starting Sam Luck House & Cottage Portraits under the Summer Company program in 2015.

- ◆ SIS Manufacturing;
- ◆ Guy's B & R CSN Collision Centre
- ◆ Contained Space
- ◆ Envirotek Sealing & Fibreglassing
- ◆ Meakin Contracting
- ◆ Arauco North America



STRATEGIC PARTNERSHIPS

Sault Airport

In 2015, the SSMEDC formed a strategic partnership with the Sault Ste. Marie Airport Development Corporation to develop the airport site with additional commercial components.



L to R: Airport Development Corporation Chair Jerry Dolcetti, the SSMEDC's Dan Hollingsworth, Airport Development Corporation CEO Terry Bos and Councillor Joe Krmpotich at the announcement for the airport's 200,000th passenger in December 2015.

Ontario Works

The SSMEDC formed a formal partnership with the **District Social Services Administration Board and Community Development Corporation** of Sault Ste. Marie & Area. The SSMEDC offers enterprise training to Ontario Works clients, with the goal of generating business startups and creating jobs by presenting clients with streamlined access to support programs and cross-promoting the services of the three organizations.

Twin Saults Health Care Partnership

The SSMEDC also initiated a cross-border health care partnership between Sault Area Hospital and the War Memorial Hospital, with the goal of identifying efficiencies and advantages of working together. This initiative was the result of an MOU signed by the SSMEDCs of the Twin Saults in 2014.

PROGRAMS, PROJECTS & ACTIVITY

Business Retention & Expansion (BR&E) Program

The SSMEDC assisted a number of manufacturing, forestry and other firms in their growth projects through the BR&E program, which generated over **\$16 million** in community investments in 2015. Under the program, SSMEDC staff undertake a consultation process to gather intelligence and develop strategies to address the needs of a business. If a client needs financial assistance to purchase new equipment, or needs to enhance infrastructure, a funding application is made to an incentive agency.



With 13,500 tons of salt offloaded, November 4, 2015 marked the first non-steel-related shipment for the Port of Algoma.

Port of Algoma

The SSMEDC continued to play an integral role in the development of the Port of Algoma, a \$150-million infrastructure project that has the potential to change the economic landscape of the Sault area. Dan Hollingsworth, the SSMEDC's Executive Director of Business Development, sits on the Project Management Committee of the Port of Algoma.

Starter Company

The SSMEDC administers the Provincial Starter Company program, which provides training, mentoring and potential access to funding for non-student youth to open or grow a business. With its financial and managerial expertise, the Provincial Government also tasked the SSMEDC to be the program's grant administrator for all of Northern Ontario.

Summer Company

The SSMEDC also administers the Provincial Summer Company young entrepreneur program, which provides training, grants and mentoring for students to operate a summer business. With its outreach and marketing efforts, the SSMEDC filled all spaces allocated to the region by the Province in 2015.

Invest Sault Ste. Marie

In 2015, the SSMEDC secured funding from all levels of government and began rolling out Invest Sault Ste. Marie, a targeted investment attraction and marketing initiative designed to

attract external companies and investment to the community, generate wealth, and create jobs.

Industrial Land Development

To help market the community's industrial and commercial properties, the SSMEDC unveiled a program in 2015 to formally engage area realtors to promote business opportunities to global investors while also providing external firms with an efficient method of tapping into local development prospects.

Millworks: Small Business Incubator

The SSMEDC team continued to work on developing a Small Business Incubator, a priority project supported by all levels of government. The SSMEDC also continued to work with the City of Sault Ste. Marie and other community groups on the **Canal District** downtown revitalization initiative.

Mining Sector

To generate opportunities for local machine shops and other firms, the SSMEDC facilitated a regional mining supply and services gap analysis, with the results set to be rolled out in 2016.

Defense Sector

To help local firms take advantage of the Federal Government's billions in defense sector spending over the next decade, the SSMEDC attended and generated leads at an industry matchmaking session, CANSEC Conference and Best Defense Forum.

Film Sector Support

When a film or television production comes to town, the SSMEDC provides assistance to the visiting crew and cast. In 2015, a number of productions took place in Sault Ste. Marie, including Love of My Life, The Void, and Mean Dreams.

International Delegations

In 2015, the SSMEDC hosted various international delegations, including Finland's Ambassador to Canada and a U.S. Consul General, along with several business organizations from countries such as China and the United States.

Governance & Leadership

The SSMEDC is represented on the Boards of Directors of more than 15 community, regional and provincial groups, including:

- ◆ Sault Ste. Marie Chamber of Commerce;
- ◆ Economic Developers Council of Ontario;
- ◆ Local Immigration Partnership;
- ◆ Algoma Workforce Investment Corporation;
- ◆ Sault College Business Program Advisory Committee;
- ◆ Sault Community Career Centre;
- ◆ Ontario's North Economic Development Corporation;
- ◆ North East Local Health Integration Network;
- ◆ ONE Network Advisory Committee.

Physician Recruitment

The SSMEDC supported the community's physician recruitment efforts by providing city tours to several visiting doctors, some of whom made subsequent commitments to practice here.



The SSMEDC's Andrew Ross and Angela Bruni present to a crowd of more than 100 current and aspiring entrepreneurs at Bridges to Better Business 2015.

Outreach Activity

The SSMEDC hosted, organized or helped facilitate a number of business support, training and networking events, including:

- ◆ Bridges to Better Business;
- ◆ Youth Enterprise Camp at Algoma University;
- ◆ June Take 5 from the Chamber of Commerce;
- ◆ Garden River Career Fair;
- ◆ Startup Finance Boot Camp;
- ◆ Min. of Government Services Reverse Trade Show;
- ◆ Algoma University Business Case Competition; and
- ◆ CFDC Business Camp.



The SSMEDC's John Febraro (right) promoted the capabilities of local companies to defense sector firms at a FedNor business matchmaking event in 2015.

6. Tourism Sault Ste. Marie

Tourism SSM works to draw visitors to the community. The division does this using a number of methods. Its core techniques are attracting and supporting major conferences and sports tournaments, selling vacation packages online and direct to consumers around the world, and engaging in promotional campaigns in strategic markets across Ontario and the U.S.

CORE ACTIVITY:

TSSM worked with community groups to attract or host **25 conferences and sports tournaments**, which drew **5,745 visitors**. Some of the events secured or supported by Tourism Sault Ste. Marie in 2015 include the:

- ◆ Ontario Regional Synchronized Skating Championship;
- ◆ United Steelworkers Conference;
- ◆ Ontario Regional Ringette Championships;
- ◆ Northern Ontario Tourism Summit; and
- ◆ Rogers Hometown Hockey Tour.



They also sold **5,717 two and three-night vacation packages**, with options including the Agawa Canyon Train Tour, heritage and culture, golf and gaming, and spa and dining. A total of **3,284 packages** were sold on Tourism SSM's Online Reservation System, which processed **more than \$1 million in sales** in 2015. This was a **66% increase over 2014**. The Online Reservation System was developed and unveiled by Tourism SSM in 2011 as the first of its kind in Northern Ontario and has grown in bookings year-over-year ever since.



KEY PERFORMANCE INDICATORS

In 2015, Tourism Sault Ste. Marie activity of attracting events and selling vacation packages generated **23,951 visitor days** and **\$4.4 million** in direct visitor spending. Between 2010 and 2015, this activity generated **197,231 visitor days**, **\$28.8 million** of direct visitor spending, and million more in spinoff economic activity.

Note: these figures are calculated using industry and government-accepted models. For general visitors, such as those who travel here for an event, an estimate of \$150 per person, per day is used, which includes accommodations, dining and other spending. For vacation packages, the value of the purchase is used to determine direct spending. Future growth in tax assessment will be impacted by the future of the community's largest private sector employers—Essar Steel Algoma and Tenaris Algoma Tubes.

PROGRAMS, PROJECTS & ACTIVITY

Conferences & Sports Tournaments

Working with community partners, and by attending industry trade shows like the Travel Trade Canada Expo, IncentiveWorks and iBE Expo, Tourism Sault Ste. Marie secured a number of major conferences and sports tournament for 2016, including:

- ◆ World Under-17 Hockey Challenge;
- ◆ Canadian Nursing Students National Conference;
- ◆ Ontario University Athletics Wrestling Championship;
- ◆ Ontario Nurses Association Conference;
- ◆ EDCO Spring Symposium;
- ◆ Ontario Ringette Championships; and
- ◆ OFSAA Men's "A" Basketball Championships.

2017 Brier Bid

Tourism Sault Ste. Marie led the community campaign to bid on the 2017 Tim Hortons Brier National Men's Curling Championship. Though unsuccessful, the Sault's bid was so compelling, Curling Canada is strongly encouraging Tourism Sault Ste. Marie to bid on future Brier events.



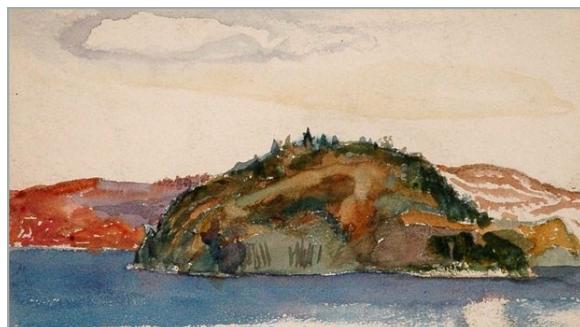
Tourism Sault Ste. Marie worked with the PBS television show Travelscope on producing an episode on the Sault area, which aired nationally in the United States in 2015.

Familiarization (FAM) Tours

In 2015, Tourism Sault Ste. Marie hosted **10 FAM tours** for visiting travel writers, television shows, and other media personnel. This activity led to nearly **\$500,000 in unpaid marketing** for the community. Tourism Sault Ste. Marie typically generates these types of opportunities by attending industry events like Rendezvous Canada and Canada Media Marketplace.

Agawa Canyon Tour Train

Following the establishment of a partnership agreement, Tourism Sault Ste. Marie assumed all marketing responsibilities for the Agawa Canyon Tour Train from CN Rail in 2015. Following that, a promo video was created and focus was shifted to digital and TV campaigns in strategic primary markets in southern Ontario, Michigan and Wisconsin, along with secondary markets in Ohio, Indiana and Illinois. Ridership levels on the attraction **topped 30,000** in 2015 for the first time in eight years.



Group of Seven

In 2015, Tourism Sault Ste. Marie developed a Group of Seven product offering that includes stops at the Art Gallery of Algoma and Agawa Canyon. On the tour, visitors view original works, learn about the painters, and even take part in a tutorial by a professional artist. **Eight groups** with between 30 and 40 visitors each booked the tour in 2015.

Porter Partnership

Tourism Sault Ste. Marie partnered with Porter Airlines, which began offering its passengers two-and-three-night vacation getaways that focus on Sault area attractions, including the Agawa Canyon Tour Train and Canadian Bush-plane Heritage Centre.

South Korea

Tourism Sault Ste. Marie's partnership with group travel operators in **South Korea** continued to bear fruit in 2015. More than 500 visitors from the Asian country came to Sault Ste. Marie during the year, which was nearly double from 2014.

Marketing Honours

Tourism Sault Ste. Marie prides itself on delivering top-notch marketing designed to attract visitors. Its efforts are frequently recognized. For instance, the organization's "Big Snow" promotional campaign centered around Searchmont Resort was a finalist for a 2015 Tourism Marketing Award from the Travel Industry Association of Ontario. Tourism Sault Ste. Marie was also a finalist for a 2015 Digital Marketing Award from the Ontario Tourism Marketing Partnership Corporation.

Past marketing awards won by Tourism Sault Ste. Marie include: a 2012 OTMPC Award for

Best Printed Collateral Material and 2011 Awards from the Economic Developers Council of Ontario for its Website and Convention & Sports Tourism Guide.

Governance and Leadership

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

- ◆ Travel Industry Council of Ontario;
- ◆ Great Lakes Cruise Coalition;
- ◆ Attractions Ontario;
- ◆ Tourism Northern Ontario; and
- ◆ Ontario Tourism Marketing Partnership Corporation.

Cruise Ships

Ian McMillan, Executive Director of Tourism SSM, is a current Board member for the Great Lakes Cruise Coalition and former Chair of Cruise Ontario. Thanks to the efforts of the organizations, two cruise ships, Pearl Mist and Saint Laurent, docked here several times in 2015 carrying more than **1,500 visitors**.

Tourism Awards

Tourism Sault Ste. Marie hosted its 13th annual Tourism Awards in 2015. The networking event honours the industry's best and brightest.



7. Corporate Services

SSMEDC CEO Tom Dodds presented to City Council on the Bushplane Museum's \$100,000 Economic Development Fund application, which is levering over \$1 million in additional investments from senior levels of government.



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

PROJECTS & ACTIVITY

Human Resources

Corporate Services facilitated the human resources recruitment, interviewing and orientation of 15 individuals, including employees, summer students, Board members and staffers for partner organizations.

The website to support the Sault's bid to host the 2017 Tim Hortons Brier was designed and developed internally by the SSMEDC's Corporate Services division.

Finance:

- ◆ Processed more than **8,800 financial transactions**, including over 3,200 attractions packages sold through Tourism Sault Ste. Marie's **Online Reservation System**.
- ◆ Managed **30 funding contribution agreements** and more than **100 funding claims** with various Provincial and Federal government programs.
- ◆ Provided financial management for two external organizations: Ontario's North Economic Development Corporation (ONEDC) and the Sault Ste. Marie Destination Marketing Fund (DMF).
- ◆ Managed **eight legal agreements** for capital assets, including the E-commerce Building, Arauco Building, Searchmont Ski Resort and specialty equipment.

Economic Development Fund

Corporate Services provided due diligence and developed contribution agreements on several applications for City Council's Economic Development Fund, including:

- ◆ Lottery and Gaming (\$250,000);
- ◆ Bushplane Heritage Centre (\$100,000); and
- ◆ Nordik Institute Hub Trail Animation (\$28,325).

Corporate Services also managed **17 claims** for a number of EDF recipients from previous years.

Brierbid
sault ste marie 2017

Countdown to March 31
Ticket Deposit Deadline 00:00:00:00

TEAM JACOBS "Help us Bring the Brier back to Sault Ste. Marie."

OUR HOUSE YOUR BRIER

Home About Our Bid Team Jacobs Contact

About

TEAM JACOBS

Corporate Communications:

- ◆ Produced **six newsletters**, more than **80 news stories** for the SSMEDC website and external publications, coordinated six press conferences, and issued **50 media releases**.
- ◆ Created a public archive on the SSMEDC website for the Corporation's Weekly Activity Reports, which are designed to keep citizens and partners informed of SSMEDC activity.
- ◆ With frequent activity, regular two-way communication and over 850 tweets in the year, the @SaultEDC Twitter page grew from 800 to more than **1,400 followers** in 2015.
- ◆ Produced the SSMEDC's 2015 Annual Report, MOU Report, and various other public reports, videos and promo items.

Searchmont Resort Restructuring Initiative

In December 2014, the SSMEDC leveraged its assets to purchase Searchmont Resort. The transaction was required to ensure the attraction remained open. During the off-season, the SSMEDC facilitated major enhancements to the resort. Made possible with Federal and Provincial investments, they include upgrades to the ski lifts and hill terrain, overhauls of the snow-making equipment, and buying newer groomers.

Information Technology:

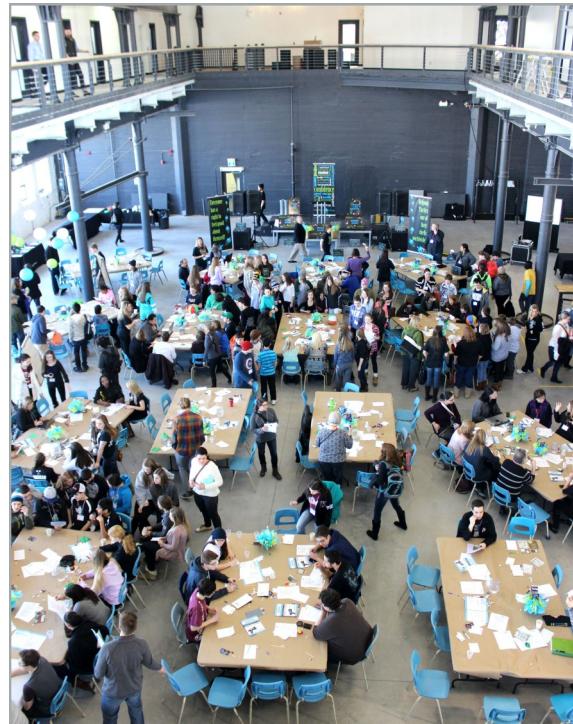
- ◆ Handled more than 1,000 staff requests for IT assistance, including issues related to computers and cellphones.
- ◆ Maintained the SSMEDC website, www.saultcanada.com, which attracted 24,047 visitors, a 13% increase over 2014.
- ◆ Created stand-alone websites to support the Sault's 2017 Brier bid and SSMEDC's Millworks Business Incubator.

Board of Directors

Corporate Services facilitated dozens of Board and Committee meetings. It should also be noted that Board and Committee members gave thousands of volunteer hours in 2015.

Youth Engagement Forum

Corporate Services helped facilitate the 2015 Youth Engagement Forum, where hundreds of young citizens gathered to share ideas and generate a list of community action items.



Hundreds of area youth gathered at the Machine Shop at Mill Square for a full day of brainstorming at the 2015 Youth Engagement Form.

Other Activity:

- ◆ Facilitated seven Request For Proposals (RFPs) for various community economic development initiatives.
- ◆ Handled over 4,000 public phone inquiries at reception.
- ◆ Worked with the Sault Ste. Marie Chamber of Commerce to produce the 2015 Business Directory.

COUNCIL-SUPPORTED SPECIAL PROJECTS

Over the past few years, as directed by City Council, the SSMEDC has undertaken several major special projects on behalf of the community. This work is incremental to the normal programs and services of the organization. To facilitate these initiatives, significant financial and staff resources are required. Special projects are generally managed by the CEO's Office, Corporate Services and Business Development divisions.

ACR Passenger Service Retention Project

In 2014, with the future of the ACR passenger service in doubt, City Council supported senior

City Management and the SSMEDC in a project to retain the transportation link. With that, a Working Group, lead by the City of Sault Ste. Marie, was formed. Its goal was to come up with solutions to retain the remote rail line. In early-2015, CN Rail selected a third-party to take over the service. However, the firm was unable to satisfy reasonable pre-conditions, and the service was discontinued. In 2015, the Working Group's Chair role was taken over by SSMEDC CEO Tom Dodds. The SSMEDC facilitated a second Request For Proposal process to help identify a viable operator for the rail service. It's expected that this project will be lead by regional stakeholders in 2016.



A few years back, with funding from senior levels of government, the SSMEDC's Corporate Services division facilitated the creation of a website to promote local lottery and gaming opportunities around the world.

Small Business Incubator

The previous City Council passed a motion to have the SSMEDC assess the need for a non-IT/science focused small business incubator. Acting on this, the Corporation retained the services of an expert consultant, who conducted an assessment, finding a clear need. SSMEDC staff analyzed these findings and ultimately made a recommendation to its Board of Directors. The Board, which consists of business owners and other community leaders, did its own assessment and came to the same conclusion. A recommendation was then made to City Council, which agreed and voted to partially fund a three-year incubator pilot project. Both FedNor and the Northern Ontario Heritage Fund Corporation also saw value in this project and provided considerable investments.

SSM/OLG Modernization Project

- ◆ Beginning in 2012 after the Provincial Government announced it was privatizing the lottery and gaming sector in Ontario, this initiative is designed to best position Sault Ste. Marie to take advantage of this changing industry landscape. Highlights for 2015 include:
- ◆ Submitted funding applications to senior levels of government to establish a Tier 3 Data Centre, a facility that would store vast amounts of data for gaming and other organizations.
- ◆ Represented the Sault and promoted the city's competitive industry advantages at the Community Gaming Conference and Canadian Gaming Summit, forums that bring together groups in the gaming sector to share ideas and forge partnerships.

8. Client Testimonials

"The level of support we received from the team at the SSMEDC was phenomenal. The SSMEDC was instrumental in helping us secure financing for this project, and we couldn't have done it without them."



Patrick Praysner, President of Envirotek Sealing & Fibreglassing, which enrolled in the SSMEDC's Business Retention and Expansion Program and moved forward with a major growth initiative in 2015

"Our partnership with the SSMEDC has been very productive. Their staff has been extremely helpful in connecting the dots for us. They have been a fantastic resource, and their assistance has been – and continues to be – very much appreciated."



Anshumali Dwivedi, Chief Executive Officer of the Port of Algoma, a major regional transportation infrastructure project being supported by the Sault Ste. Marie Economic Development Corporation

"We have expertise in repairing vehicles and running our business, but we don't necessarily have the know-how required to work our way through the funding application process. That's why we used the services of the SSMEDC. We thank the SSMEDC team for their assistance in helping with our expansion."



Nello Iannelli, co-owner of Guy's B & R CSN Collision Centre, which moved into a new facility and undertook a \$3.4-million expansion in 2015

"The SSMEDC has been a big part of where my business is today. It's because of their assistance and the programs they offer that I was able to find success as an entrepreneur. I would strongly encourage anyone with the slightest interest in owning a business to take advantage of their services."



Former Summer Company and Starter Company client Jeff Greco, owner of Caveria Inc., a full-service creative marketing agency that hired additional staff and expanded into a new officebuilding in 2015

"I'm grateful to the staff at the Sault Ste. Marie Economic Development Corporation. If it wasn't for them, my business would still be just an idea. I'm very excited to have been able to move forward, and for that I have the SSMEDC to thank."



Young entrepreneur and 2015 Starter Company participant Jesse Jordan, owner of Contained Space, a business that designs and manufactures houses using metal shipping containers as the shell

"We're excited to be working with the SSMEDC in regards to utilizing their business and marketing development services. Over the past decade, we've worked together on a number of fruitful initiatives, and I look forward to building off these successes in the months to come."



Terry Bos, President and CEO of the Sault Ste. Marie Airport Development Corporation, which engaged in a formal partnership agreement with the SSMEDC in 2015.

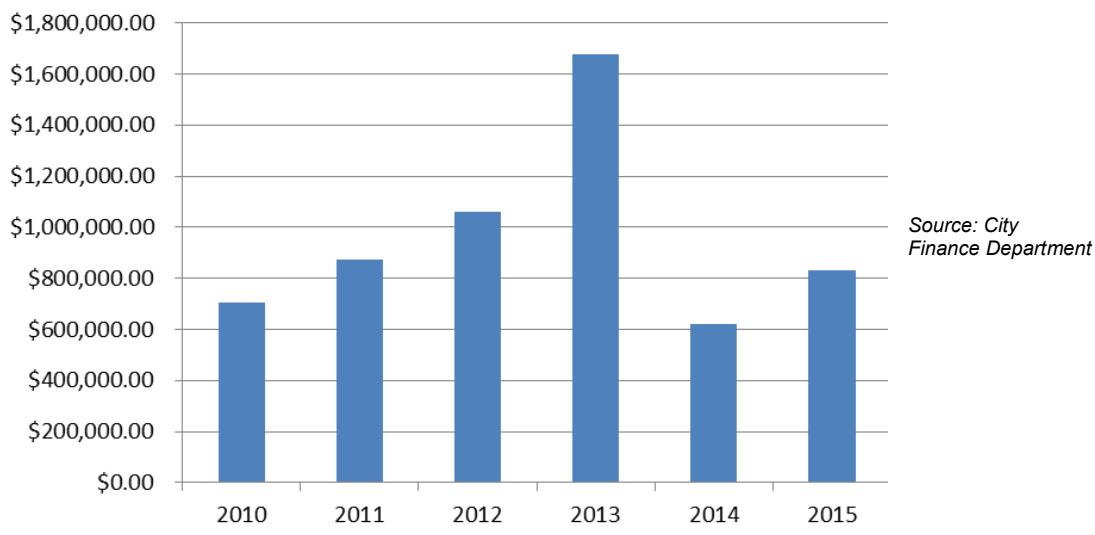
9. Economic Scan

Throughout the majority of 2015, the Sault Ste. Marie economy remained stable in the face of rising unemployment. Increases to the Municipal tax base were near the six-year average, and total construction values were strong. However, by the latter part of the year, a number of concerns materialized as a result of events with the community's largest private sector employers, Essar Steel Algoma and Tenaris Algoma Tubes. This is a priority issue for the SSMEDC.

MUNICIPAL TAX BASE

For the past several years, there has been steady growth in the Municipal tax base. This is caused by the construction of new residential, commercial and institutional buildings, along with tax assessment increases.

Total Increase in Tax Revenue to the City



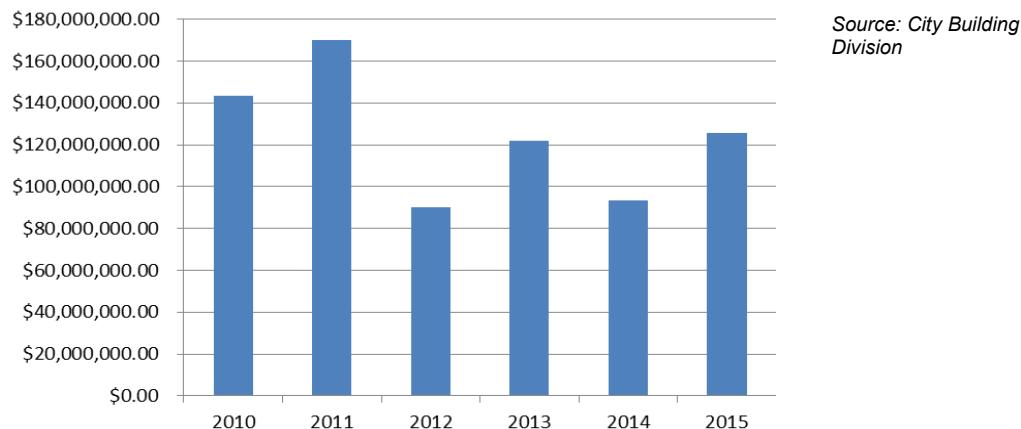
As in previous years, the majority of tax revenue growth to the Municipality in 2015 was from the residential sector, which grew by \$509,529. The \$831,383 total increase for 2015 was near the six-year average. It's also important to note that the larger-than-normal tax assessment growth of more than \$1.67 million in 2013, which skews the rolling average, was caused by several large-scale commercial developments that took place that year.

Despite the positive growth in tax assessment in 2015, there's general uncertainty moving forward. Future growth in tax assessment will depend somewhat by the uncertainty surrounding two of the community's largest private sector employers, Essar Steel Algoma and Tenaris Algoma Tubes. The state of the steel and oil/gas sector moving forward, along with the restructuring of Essar Steel Algoma and lottery and gaming modernization, will impact these organizations and the Municipal tax base in the coming months and years.

PRIVATE AND PUBLIC SECTOR INVESTMENT

In 2015, City building permits, which represent the total value of reported construction projects, were \$125.6 million. Though lower than 2010 and 2011, those years had unusually high amounts of institutional/government construction projects. Overall, 2015 saw fairly strong construction activity.

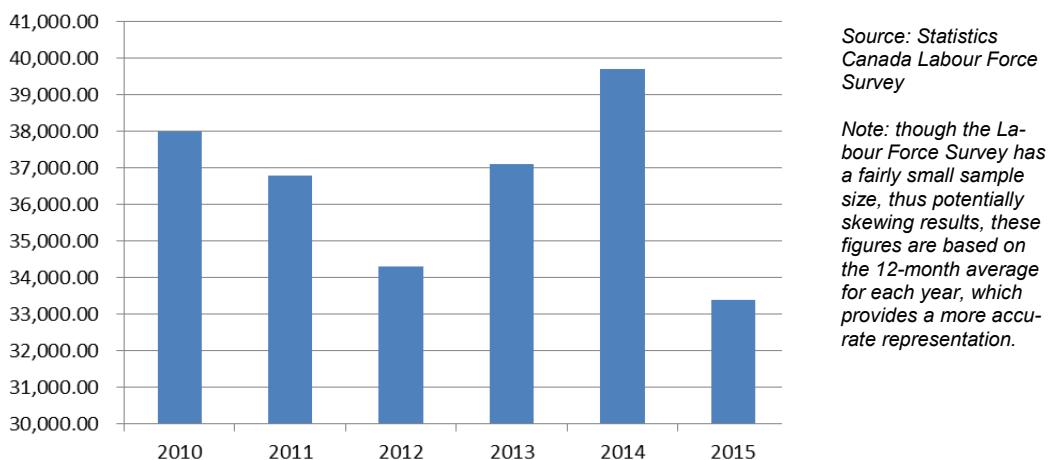
Total Value of Construction Based on City Building



EMPLOYMENT LEVEL

Representing the total number of people working, employment level is generally seen as one of the most meaningful measures of economic strength. In 2008, before the onset of the global recession, the employment level in Sault Ste. Marie was 40,100. Throughout the following six years, it ranged between 34,300 and 39,700. However, in 2015, the employment level dropped to 33,400, which is concerning.

Total Number of People Employed



Though widely used, the unemployment rate, which is the percentage of people not working and looking for work, sometimes doesn't capture the true state of an economy. For instance, during tough economic times, individuals without a job who stop looking for work — perhaps due to frustration — would not be considered unemployed. Likewise, an economy growing rapidly might actually cause the unemployment rate to rise, at least temporarily, when people without a job see hope and start looking for work.

10. Looking Forward

Along with its core programs and activity, the Sault Ste. Marie Economic Development Corporation will be focusing on a number of key projects and initiatives throughout 2016, including:

- ◆ The restructuring of **Essar Steel Algoma** under the Companies' Creditors Arrangement Act, along with the community's response to the process and outcome.
- ◆ Working with various community groups on generating an **Economic Development Strategic Plan** for Sault Ste. Marie.
- ◆ Engaging with the City of Sault Ste. Marie and selected third-party consultant on the Municipality's **Economic Development Review**.
- ◆ Continuing to build public and private sector partnerships that are consistent with the Memorandum of Understanding and the community's **Strategic Planning Efforts**.
- ◆ Continuing to work on and roll out new and recent **Business Development projects**, such as:
 - ◊ Port of Algoma
 - ◊ Invest Sault Ste. Marie
 - ◊ Millworks Small Business Incubator
 - ◊ Various strategic partnerships



Tourism Sault Ste. Marie will continue to focus on growing and revitalizing the **Agawa Canyon Tour Train**, the community's number one travel generator.



The Federal and Provincial Governments committed investments of just over \$2 million each for the Port of Algoma.

Sault Ste. Marie Labour Force Survey Analysis

as of March 2016

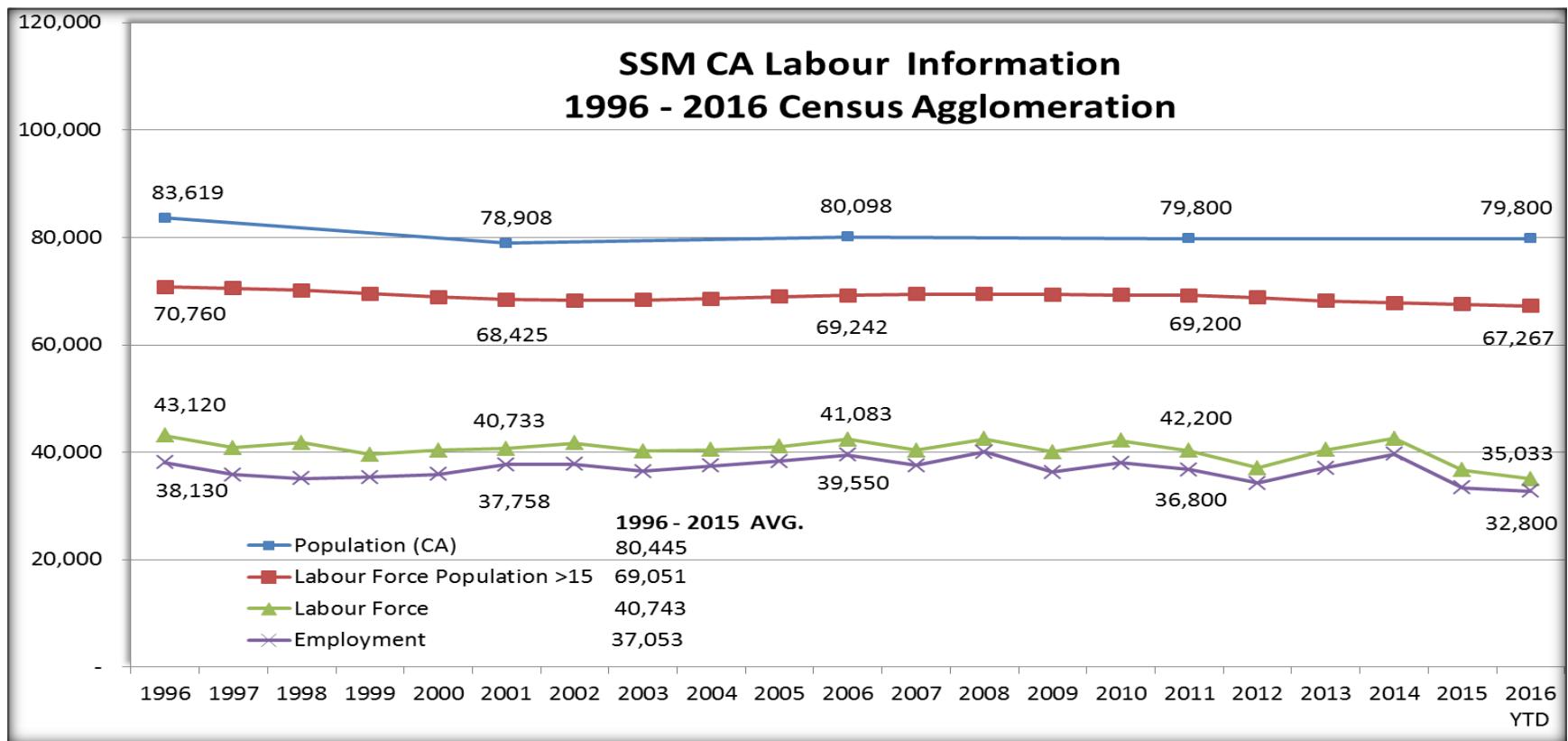


Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION

SSM Labour Force Stats (2006 – 2016)

Labour Force Characteristics	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016 YTD	20 Yr. AVG
Labour Force Population >15	69,242	69,433	69,500	69,400	69,300	69,200	68,800	68,200	67,800	67,550	67,267	69,052
Labour Force	42,400	40,417	42,500	40,100	42,200	40,300	37,100	40,500	42,600	36,675	35,033	40,744
Employment	39,550	37,583	40,100	36,300	38,000	36,800	34,300	37,100	39,700	33,400	32,800	37,053
Unemployment	2,708	2,833	2,400	3,800	4,200	3,600	2,800	3,400	2,900	3,258	2,233	3,685
Not in Labour Force	26,842	29,008	27,000	29,300	27,200	28,900	31,600	27,700	25,200	30,875	48,350	28,307
Unemployment Rate	6.4	7.1	5.6	9.5	10	8.9	7.5	8.4	6.8	9	6	9
Participation Rate	61.2	58.2	61.2	57.8	60.9	58.2	53.9	59.4	62.8	54	52	59
Employment Rate	57.1	54.1	57.7	52.3	54.8	53.2	49.9	54.4	58.6	49	49	54

SSM Labour Force Stats (2006 – 2016)

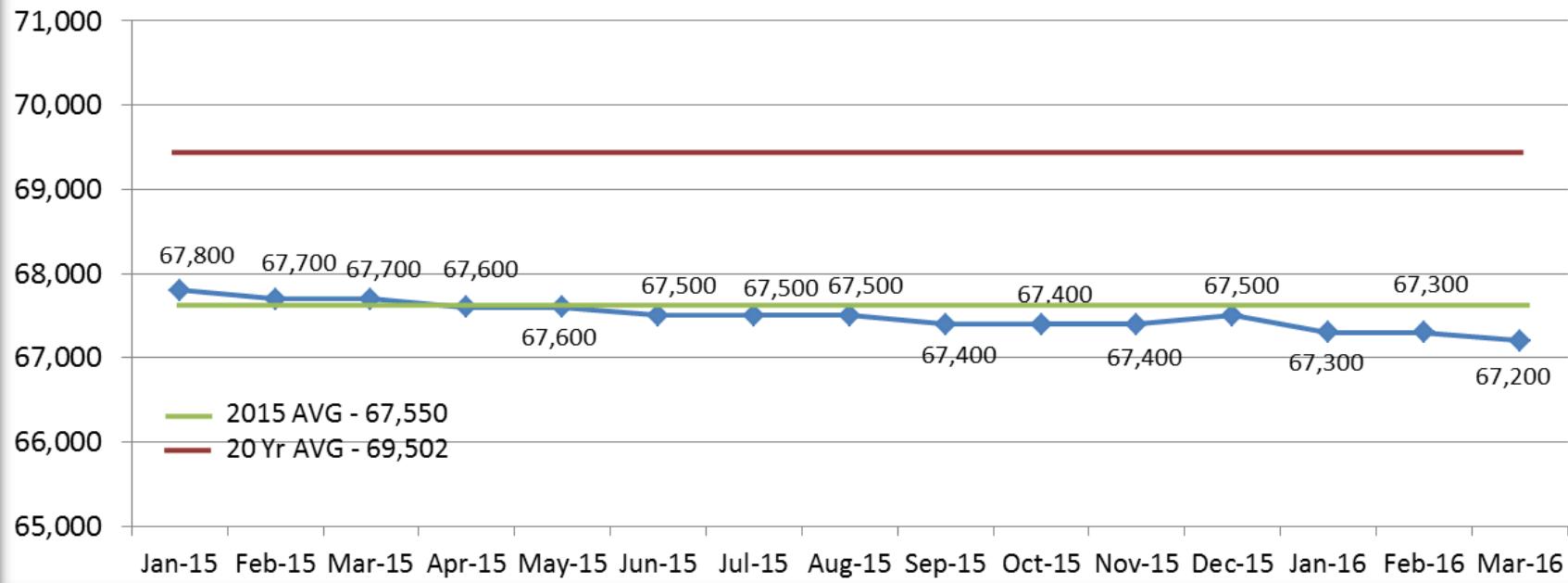


SSM Labour Force Stats (2006 – 2016)

Labour Force Characteristics	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	2016 YTD Avg
Labour Force Population >15 Yrs	67,800	67,700	67,700	67,600	67,600	67,500	67,500	67,500	67,400	67,400	67,400	67,500	67,300	67,300	67,200	67,267
Labour Force	41,900	40,000	37,400	35,200	34,500	33,700	35,100	36,200	37,200	36,900	36,000	36,000	34,800	34,600	35,700	35,033
Employment	39,700	37,100	34,500	32,000	31,400	30,500	31,500	31,800	32,900	33,300	33,400	32,700	32,900	32,700	32,800	32,800
Unemployment	2,200	2,900	2,900	3,200	3,000	3,200	3,600	4,400	4,200	3,600	2,700	3,200	1,900	1,900	2,900	2,233
Not in Labour Force	25,900	27,800	30,200	32,400	33,100	33,800	32,400	31,300	30,200	30,500	31,400	31,500	32,500	32,700	31,500	32,233
Unemployment Rate	5.3	7.3	7.8	9.1	8.7	9.5	10.3	12.2	11.3	9.8	7.5	8.9	5.5	5.5	8.1	6
Participation Rate	61.8	59.1	55.2	52	51	49.9	52	53.6	55.2	54.7	53.4	53.3	51.7	51.4	53.1	52
Employment Rate	58.6	54.8	51	47.3	46.4	45.2	46.7	47.1	48.8	49.4	49.6	48.4	48.9	48.6	48.8	49

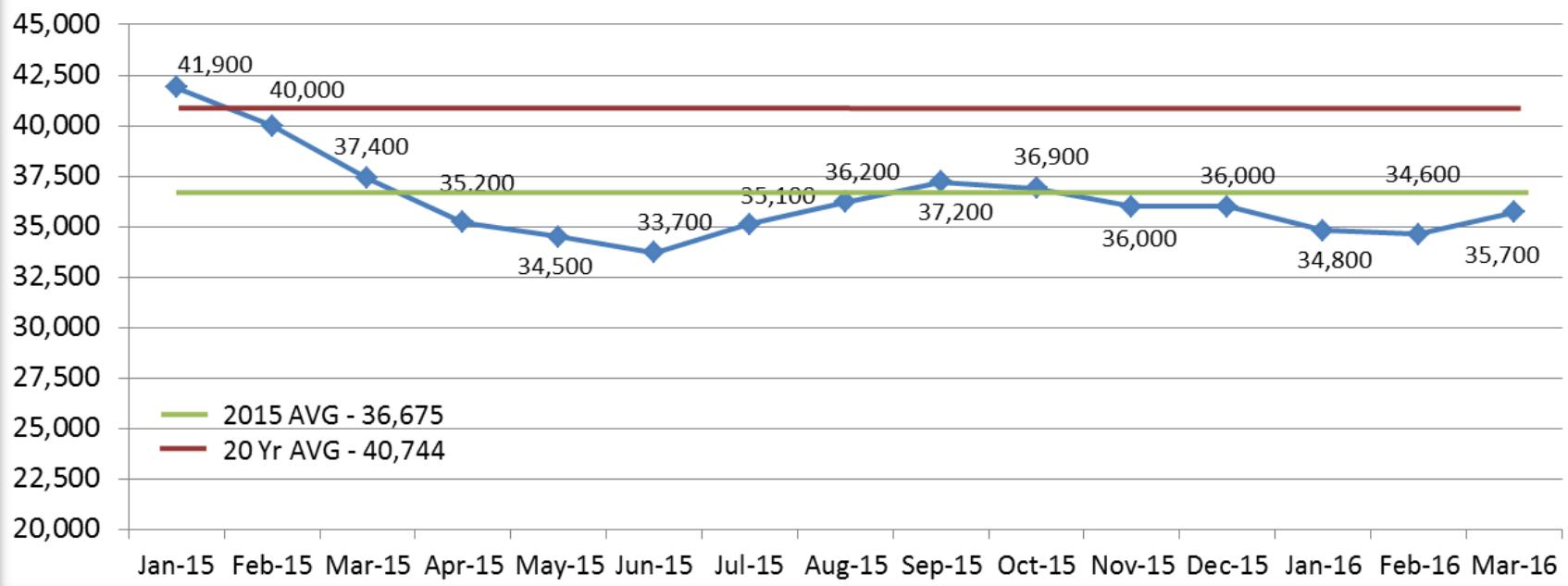
SSM Labour Force Stats (2006 – 2016)

SSM CA Labour Information 2016 Labour Force Population > 15 Years (LFS)



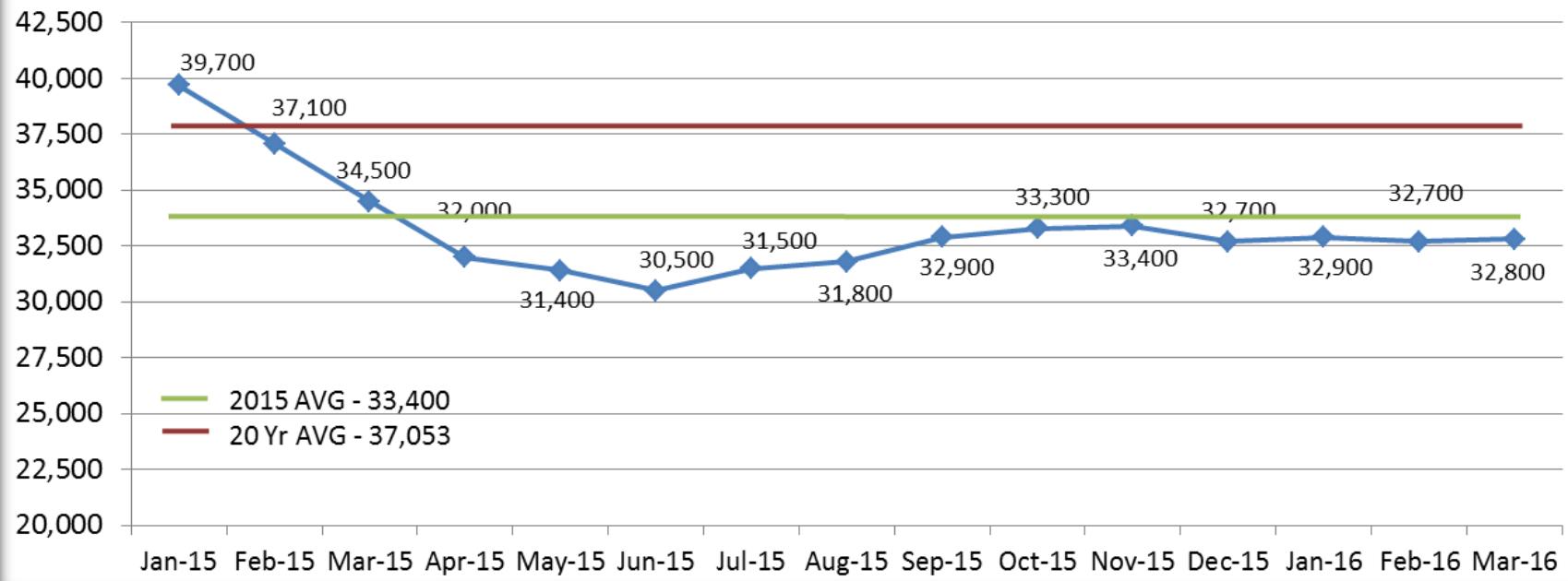
SSM Labour Force Stats (2006 – 2016)

SSM CA Labour Information 2016 Labour Force (LFS)



SSM Labour Force Stats (2006 – 2016)

SSM CA Labour Information 2016 Employment (LFS)



Sault Ste. Marie Economic Development Activities

Week of May 16th – 20th

**Please note, Mayor and City Council will be receiving special invitations to some of the events.

May 16th City Council Meeting

4:30	Report to City Council on MOU for Accountability Between the City and SSMEDC
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May 17th Economic Development for Elected Officials & Community with David Cash

4:00 - 6:00	Presentation - Mill Works ** Not quite "Economic Development for Elected Officials & Community", this session covers the basics and is geared to elected officials and others appointed to economic development committees and boards. Topics to be covered include: <ul style="list-style-type: none">■ What is municipal Economic Development? - "Growing the Pie vs. Slicing the Pie"■ City Planning and Economic Development; Two sides of the same coin?■ Typical Economic Development programs and activities in municipalities■ Role of Elected Officials and staff■ Economic Development performance measures This workshop provides a great learning opportunity for Councilors (or for citizens appointed to economic development committees or boards), or as a refresher for those in these positions or for members of the public wanting to learn more about this critical community activity. Snacks and refreshments to be served.
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May 18th EDCO Spring Symposium: Connecting the North and South

12:00 – 1:30	Welcome Lunch and Orientation, Delta Hotel Welcome by Mayor MOU signing with CME Group of Seven – Ian McMillan, Executive Director Tourism, SSMEDC Downtown & Waterfront Revitalization – Don McConnell, Planning Director, City of SSM Moments in Algoma – Wendy Hamilton, Artistic Producer, Theatre in Motion
1:35 - 2:30	Tour of Ermatinger Clergue Heritage Discovery Centre Site Tour & Group of Seven "Moments in Algoma" Ice tea and dessert
2:35 - 3:30	Tour of Art Gallery of Algoma Group of Seven Display and Presentation Refreshments and Cheese
3:35 - 5:30	Canadian Bushplane Heritage Centre Events ** SPECIAL PRESENTATION Achievement Award Presentation to Robert Deluce Porter Airlines Presentation – Robert Deluce Wildfire Video / Centre Tour The Northern Superior Brewing Company Brewery Tour and Tasting
6:35 - 8:30	Machine Shop Reception & Special Announcement (formerly St. Mary's Paper Site) Machine Shop Tour Hors d'oeuvres & Refreshments - Grand Gardens Catering, Cash Bar

May 18th CME

The CME represents more than 10,000 leading companies nationwide, and — through various initiatives, including the establishment of the Canadian Manufacturing Coalition — touches more than 100,000 companies from coast to coast, engaged in manufacturing, international trade, and service-related industries. More than 85 percent of our members are small and medium-sized enterprises.

1:30 – 3:30	Delta - SMART Presentation The CME SMART Program supported by FedNor and FedDev, facilitates improved productivity and represents an investment in the future. Manufacturing Round Table Discussion with local business people
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May 19th Spring Symposium: Professional Development

7:30 - 8:15am	Breakfast Algoma Ballroom - Delta Hotel
8:15-10:00am	The EDCO Performance Measurement Town Hall This interactive session will allow you gain insights on the issues that are affecting performance measurement and expectations in your community. With the help of a facilitator and crowd-sourcing the wisdom of the participants, special attention will be paid to the performance measurement issues that you are most challenged by. This session will provide a great opportunity for peer-to-peer learning. Speakers: Eric McSweeney, <i>McSweeney & Associate</i> , Miles Buck, <i>Economic Development Specialist Ministry of Agriculture Food and Rural Affairs</i> . Panelists: Melanie Muncaster, <i>Assistant Director, Northern Ontario Heritage Fund Corp.</i> , Tom Dodds, <i>CEO, Sault Ste. Marie Economic Development Corporation</i>
10:15 – 12:45 pm	Collaborative Project Management – Increasing Economic Impact Significant shifts in the global economy have impacted the way that development occurs in communities. This workshop explores project management within this emerging collaborative environment, and how such collaborations can increase the economic impact. It also offers panelists with expertise in collaborative project management an opportunity to engage with workshop participants knowledgeable and experienced in range of economic development activities to dialogue, analyze and co-learn how the economic impact of projects can be increased through collaboration. Learning Outcomes: <ul style="list-style-type: none">▪ Workshop participants shall be able to describe a diversity of examples of wise practices in managing collaborative projects▪ Participants shall be able to describe key processes of engaging a number of community based organizations and/or businesses in a collaborative project▪ Participants shall identify underlying principles for managing successful collaborative businesses Speakers: Dr. Gayle Broad, <i>Associate Professor, CESD/Director of Research, NORDIK</i> , David Thompson, <i>Director of the Rural Agri-Innovation Network (RAIN)</i> , Jude Ortiz, <i>John Rowswell Hub Trail Project</i>
1:45 – 4:00pm	Public Private Partnerships – Current Trends, Projects and Lessons from Ontario This session, presented in partnership with the Canadian Council of Public Private Partnerships, will provide participants with an overview of what P3s are, how they operate in context of the Canadian marketplace, common myths and public opinion research. A panel discussion with leaders from both the public and private sector will explore best practices and lessons learned from recent Regional and Municipal P3 projects. Learn how to research and explore potential P3 projects in your community and what role EDO's play in these partnerships Facilitator: Alison Newton, <i>Senior Economic Development Officer, Economic Development Corporation of Ontario</i> Panelists: Aaron Atcheson, <i>Partner Miller Thomson</i> , Joey Comeau, <i>Senior Vice President, Capital Services, EllisDon Corp.</i> , Sashen Guneratna, <i>Managing Director, Infrastructure & Project Finance, PwC</i>

May 20th Grand Opening of Millworks Centre for Entrepreneurship

10:30 – 12:00	Speakers & Announcement of NOHFC Support ** Emcee: Dan Hollingsworth Speakers: <ul style="list-style-type: none">▪ Minister Orazietti or alternative▪ MP Sheehan▪ Mayor City of SSM (tentative)▪ Chair of SSMEDC, Don Mitchell▪ Tom Dodds, CEO SSMEDC Media scrum after speaker's presentations. Invited guests (expecting 60) and clients <ul style="list-style-type: none">▪ Board of Directors▪ Committees of SSMEDC▪ Tourism SSM▪ Chamber BoD and Members▪ Community Development Corporation of SSM▪ DSSMSSAB▪ SSMADC Board/Staff▪ Community Partners – AWIC, CCC etc. Finger foods/snacks post event. Tours of the facility to follow.
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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-38

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for engineering services for the West End Sewage Treatment Plant Upgrades.

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 May 16, 2016 between the City and AECOM Canada Ltd. for engineering services for the West End Sewage Treatment Plant Upgrades, 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 16th day of May, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

MEMORANDUM OF AGREEMENT dated the 6th da of Ma , 20 6

BETWEEN

T E CORPORATION OF T E CIT OF SAULT STE MARIE

(Hereinafter called the 'Client')

THE PARTY OF THE FIRST PART

AND

AECOM CANADA LTD

(Hereinafter called the 'Consultant')

THE PARTY OF THE SECOND PART

W EREAS the Client requires consulting engineering services including preliminary design, detail design and construction administration and inspection services for the West End Wastewater Treatment Plant Phase I Upgrades. The proposed upgrades include screening, detwatering, HVAC systems and other items identified through the preliminary design phase.

AND W EREAS the Consultant agrees to provide the requested services;

NOW T EREFORE WITNESSET that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE GENERAL CONDITIONS

0 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

0 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.

04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the Agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the Client shall indemnify the Consultant for any loss or damage suffered by the Client or any third parties resulting from any unauthorized use of the documents and deliverables

06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

0 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the

Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the Client delays the project then the Consultant shall have the right to renegotiate the agreement.

09

Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

0

Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees or officers may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, its employees or officers in the performance of this Agreement. Notwithstanding anything to the contrary, the Consultant shall not be responsible for any loss, damage, or liability to the extent arising from any contributing negligent acts by the Client, or its subcontractors, agents, employees or consultants.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

Neither party shall be responsible to the other for any special, incidental, indirect, consequential, financial and non-material damages of any kind whatsoever arising out of or related to or arising from said party's obligations under the Agreement or the breach thereof.

Insurance

The Client will accept the insurance coverage amount specified in this clause section 1.11 as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$5,000,000 for automobile insurance. When requested the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$5,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the *Professional Engineers Act* (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be cancelled by the Consultant until thirty (30) days after written notice of cancellation has been delivered to the Client.

2 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

Assignment

The Consultant shall be entitled at anytime to assign this Agreement to any of its subsidiaries or affiliates upon written notice to client.

4 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

5 Approval b Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

6 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

Sub Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

8 Inspection

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

9 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

2 Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The provisions of *The Arbitration Act*, S.O., 1991, Chapter 17, as amended shall apply.

22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

Neither party shall be liable or penalized for delays or failure to perform its services if same is caused directly or indirectly by circumstances beyond a party's reasonable control.

2 Estimates, Schedules and Staff List

2 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

2 2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

2 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

24 Additional Conditions

N/A

ARTICLE 2 SERVICES

2 0 Services to be Provided b Consultant for Preliminar Design Services

The Consultant shall provide services for the Preliminary Design of the Project as generally described below and more fully described in the attached proposal which forms part of this agreement:

1. Overall project and quality management including preparation of project management and quality management plans.
2. Conduct project initiation meeting with City to review/confirm scope of work.
3. Collect any additional background documentation from City and agencies including reports, drawings, studies, etc. pertaining to the project. Review data and develop list of additional data required.
4. Prepare correspondence on behalf of the Client and circulate to governmental ministries, agencies and other public authorities for design information.
5. Prepare and distribute minutes of Project meetings.
6. Develop Technical Memoranda to further refine and evaluate alternatives to assist in defining concepts and confirming the proposed upgrades.
7. Develop the facility upgrade designs to a 30% design level.
8. Complete a disinfection study to review disinfection options including UV, chlorine gas, hypochlorite and onsite chlorine generation.
9. Complete an Aeration System Analysis Study to assess the performance of the existing aeration system.
10. Prepare Terms of Reference and issue an RFQ for geotechnical works.
11. Conduct a field survey of the site and coordinate geotechnical investigation.
12. Conduct one in-person workshop with the City including operations staff to present to the client preliminary design concepts for acceptance.
13. Conduct up to seven additional team meetings by Webex during the preliminary design phase.
14. Prepare preliminary design report and drawings.

2 02 Services to be Provided b Client for Preliminar Design Services

The Client shall provide the Consultant with the following, unless already provided:

1. Copies of available information, investigations/studies undertaken for or related to the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents (plans), reports and correspondence relevant to the Project.
3. General direction of the Consultant in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.
4. Publication of notices to the public.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (1) to (4) hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

2 0 Services to be Provided b Consultant for Detailed Design and Tendering

The Consultant shall provide services for the Detail Design and Tendering of the Project as generally described below and more fully described in the attached proposal which forms part of this agreement:

1. Provide expertise required for the design of all facilities to serve the best interests of the public with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Coordinate additional field survey work required for the detail project design.
3. Prepare and submit design drawings, investigations and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgment deems advantageous to the Client.
4. Conduct a pre-consultation meeting with the MOECC to confirm approval requirements.
5. Prepare and submit MOECC approval application documents and drawings including Environmental Compliance Approval Amendments for Wastewater and Stormwater and Environmental Compliance Approval for Air & Noise.
6. Assist in obtaining necessary building permits prior to award of the construction contract.
7. Prepare the necessary single line drawings and details for submission to ESA for review.
8. Prepare a submission to TSSA for review and variance application, if necessary.
9. Prepare Terms of Reference for designated substances assessment, obtain quotes, award and coordinate the work.
10. Undertake equipment pre-selection and pre-purchase work including preparing bid documents, specifications and drawings and making recommendations.
11. Prepare a 60%, 90% and 100% design packages.
12. Conduct two in-person workshops with the City including operations staff to review design submissions and ensure design expectations are met.
13. If deemed appropriate prepare and issue Contractor pre-qualification package evaluate submissions and prepare a recommendation.
14. Prepare contract documents for the Project including detailed construction drawings, process control narratives, tender quantity forms, general conditions, specifications, information to bidders, special provisions, contractor sequencing, constructability, cost estimate and project schedule.
15. Call tenders for the project as directed by Client, respond to questions during tender period and review tenders and provide tender report.

2 04 Services to be Provided b Client for Detailed Design and Tendering

The Client shall provide the Consultant with the following, unless already provided:

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Specimen contract drawings for the guidance of the Consultant in the design of the Project to the standards required by the Client.
3. General direction of the Consultant in the provision of the services.
4. Any available information regarding utilities necessary for the preparation of the plans.

5. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (1) to (5) hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

2 05 Services to be Provided b Consultant for Contract Administration and Construction Inspection

The Consultant shall provide services for the Contract Administration and Construction Inspection of the Project as generally described below and more fully described in the attached proposal which forms part of this agreement:

1. Prepare Construction Management and Contract Administration plan prior to initiating construction.
2. Coordinate and conduct pre-construction, pre-start health and safety review and site meetings.
3. Undertake contract administration and provide resident inspection during the construction phase.
4. Shop drawing/submittal co-ordination and reviews.
5. Respond to questions and enquiries (RFI, RFQ, etc.).
6. Commissioning, training and start-up of the works.
7. Updating of O&M Manual.
8. Provide post construction services including conducting warranty inspection, coordinating repairs in an expedited manner, issuance of release of holdback payments and submission of as-constructed records.

2 06 Services to be Provided b Client for Contract Administration and Construction Inspection

The Client shall provide the Consultant with the following, unless already provided:

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic;
2. General direction of the Consultant in the provision of the services.
3. Arranging and making provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the work, as necessary to enable him to perform his Services.
4. Designating in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Consultant.
5. Providing material testing services for granulars, concrete and asphalt during construction.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (1) to (5) hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

2.0 Milestones

The Consultant shall endeavour to perform the services set forth in paragraph 2.01 of this Agreement by October 31, 2016. In addition the Consultant shall endeavour to complete the Technical Memos by the dates indicated in the Table below:

Description	Date
Technical Memorandum No 1 - Design Criteria	June 6, 2016
Technical Memorandum No 2 – Headworks	July 11, 2016
Technical Memorandum No 3 - Sludge Dewatering/Thickening	August 2, 2016
Technical Memorandum No 4 HVAC, Electrical and I&C Upgrades	August 2, 2016
Technical Memorandum No 5 - Air and Odour Assessment	August 2, 2016
Technical Memorandum No 6 - Design Basis and Implementation Strategy	August 22, 2016
Technical Memorandum No 7 - Preselected Equipment & Contractor Prequalification	August 29, 2016
Technical Memorandum No 8 - Condition Assessment Items	September 5, 2016

ARTICLE FEES AND DISBURSEMENTS

Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) **Cost of the Work**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) **Site**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

2 Basis of Payment

2 Fees Calculated on a Percentage of Cost Basis

(Not Applicable)

2 2 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

- a) Staff on normal assignments – Payroll Cost multiplied by a factor of 2.0.
- b) Services During Construction:
 - (i) For all services, except for staff full-time continuously on site – Payroll cost multiplied by a factor of 2.0.
 - (ii) For site staff working full-time continuously – Payroll cost multiplied by a factor of 1.7.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

2 Lump Sum Fee / Negotiated Fee

3.2.3.1 Lump-Sum Fee Basis

(Not Applicable)

2 4 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, advertising for tenders, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests and reproducing specifications and drawing sets.

2 4 In addition to the fee a communication/ Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.

Pa ment

Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

2 Fees Calculated on a Percentage of Cost Basis

(Not Applicable)

Lump Sum Fee/Negotiated Fee

(Not Applicable)

ARTICLE 4 – GENERAL PROVISIONS

- 4 Notices** All notices under this Agreement shall be in writing. It shall be sufficient in all respects if the Notice is delivered by hand, sent by electronic means of sending messages, including facsimile transmission, which produces a paper record ("Transmission") during normal business hours, or sent by registered mail, postage prepaid, addressed to:

AECOM CANADA LTD.	CITY OF SAULT STE. MARIE ENGINEERING DEPARTMENT
523 Wellington Street East	99 Foster Drive, 5 th Floor
Sault Ste. Marie, Ontario P6A 2M4	Sault Ste. Marie, Ontario P6A 5N1
Attn: Mr. Rick Talvitie	Attn: Catherine Taddo
Branch Manager	Land Development and Environmental Engineer
Phone: 705-942-2612	Phone: 705-759-5380
Fax No.: 705-942-3642	Fax: 705-541-7165

or to such other address as either Party shall have designated by written notice to the other Party. Any notice so given shall be deemed to have been given and to have been received on the day of delivery, if so delivered, on the third Business Day (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause) following the mailing thereof, if so mailed, and on the day that notice was sent by Transmission, provided such day is a Business Day (a Business Day being any day of the week save and except for Saturday and Sunday) and if not, on the first Business Day thereafter.

- 4.2 Waiver of Rights** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 4.3 Applicable Law** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of Ontario and the laws of Canada, as applicable.
- 4.4 Entire Agreement, Modifications, Headings, Severability** The Parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements, and understandings, oral or written, between the Parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both Parties. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any element of this Agreement is later held to violate the law or a regulation, it shall be deemed void, and all remaining provisions shall continue in force.

[Execution Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

AECOM CANADA LTD

The signatory shall have the authority to bind the corporation for purposes of this Agreement

(Signature)

(Name)

(Title)

THE CORPORATION OF THE CITY OF SAULT STE MARIE

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MA OR

CLERK

SC EDULE A
to Memorandum of Agreement
West End Waste Water Treatment Plant Phase Upgrades

Dated the 6th day of March, 2016

- The estimated fees/upset fee limit for each phase of the project is as follows:

Description	Scope of Work	Estimated Fee ⁽ⁱⁱ⁾	Upset Fee Limit ⁽ⁱⁱ⁾	Estimated Disbursements	Totals ⁽ⁱ⁾
Preliminary Design	Article 2.01		\$362,070	\$35,700	\$397,770
Detailed Design and Tendering ⁽ⁱⁱⁱ⁾	Article 2.03	\$1,123,140		\$40,500	\$1,163,640
Contract Administration and Construction Inspection ⁽ⁱⁱⁱ⁾	Article 2.05	\$1,113,840		\$120,600	\$1,234,440

Note:

- (i) Fees exclude taxes.
- (ii) Includes 5% communication charge.
- (iii) These are budgetary estimates that were developed based on a \$20M construction value and a construction duration of 24 months. The City and Consultant shall negotiate a firm fee for the detail design and construction phases following the completion of the preliminary design phase. Refer to the attached proposal for the fee range.

- A range of billing rates for each employee classification is as follows:

Classification	Billing Rate (\$/hour)	Anticipated Staff Allocation to this Project
Senior Engineer	150 - 225	10
Intermediate Engineer	100 - 150	5
Senior Technician/Technologist	100 - 150	5
Intermediate Technician	75 - 100	5
Support Staff	65 - 80	4

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-49

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Brock Street from Queen Street East to 79 Brock Street to facilitate the Country Way Health Food Store Annual BBQ and Customer Appreciation Day.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. TEMPORARY STREET CLOSING OF QUEEN STREET EAST

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Brock Street from Queen Street East to 79 Brock Street from 8:00 a.m. to 6:00 p.m. on June 4, 2016 to facilitate the Country Way Health Food Store Annual BBQ and Customer Appreciation Day

2. EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of May, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE



THE CORPORATION OF THE CITY OF SAULT STE MARIE
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

BY-LAW 2016-50

PROCUREMENT POLICIES & PROCEDURES

May 16, 2016

BY-LAW 2016-50

A BY-LAW OF THE CITY OF SAULT STE MARIE GOVERNING PROCUREMENT POLICIES AND PROCEDURES

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BY-LAW 2016-50

A BY-LAW OF THE CITY OF SAULT STE MARIE GOVERNING PROCUREMENT POLICIES AND PROCEDURES

WHEREAS Section 270 of the *Municipal Act, 2001* imposes upon municipalities the obligation to adopt policies with respect to the procurement of Goods and Services;

AND WHEREAS this By-law establishes the authority and sets out the methods by which Goods, Services or Construction will be purchased and disposed of for the purposes of the City of Sault Ste Marie subject to certain exceptions set out herein;

NOW THEREFORE the Council of the City of Sault Ste Marie enacts as follows:

PART I – SHORT TITLE

- 1.** This By-Law may be cited as the “Purchasing By-Law”.

PART II – PURPOSES, GOALS AND OBJECTIVES

- 2.** The purposes, goals and objectives of this By-law and of each of the methods of procurement authorized are:
 - (a) to encourage fair and open competition among suppliers;
 - (b) to maximize savings for taxpayers;
 - (c) to ensure service and product delivery, quality, efficiency and effectiveness;
 - (d) to ensure fairness and objectivity to all bidders;
 - (e) to ensure openness, accountability and transparency while protecting the financial best interests of the City of Sault Ste Marie;
 - (f) to have regard to the accessibility for persons with disabilities to the Goods, Services and Construction purchased by the City of Sault Ste Marie in compliance with the ***Ontarians with Disabilities Act, 2001, S.O. 2001, c.32; and the Accessibility for Ontarians With Disabilities Act, 2005, S.O. 2005, c.11.***

- (g) to attempt to reduce the amount of solid waste requiring disposal through the purchase of environmentally responsible Goods and Services;
- (h) to dispose of surplus and obsolete goods in the most cost effective and environmentally responsible manner.

PART III – DEFINITIONS AND SCHEDULES

3. (1) The words and phrases listed below when used in this By-law shall have the following meanings ascribed to them:

“AGENT” means the Manager of Purchasing of the City of Sault Ste Marie or designate;

“APPROVED INVOICE” means an original supplier’s invoice issued at the time of purchase of low dollar Goods or Services not exceeding \$2,500.00 and which bears both the signature of an appropriately authorized employee and appropriate account number(s);

“AWARD”, “AWARDED” and “AWARDING” mean authorization to proceed with the purchase of Goods, Services or Construction from a chosen supplier;

“BID” means an offer or submission from a supplier in response to a Bid Solicitation;

“BID BOND” means the form of security required by the terms and conditions of Bid Solicitation documentation to guarantee that the successful bidder enters into a Contract with the City of Sault Ste Marie, as required by Section 20 of this By-law;

“BID SOLICITATION” means a formal request for Bids that may be in the form of a Request for Tender or Request for Proposal;

“CHIEF ADMINISTRATIVE OFFICER (CAO)” means the Chief Administrative Officer of the City of Sault Ste Marie;

“CITY CLERK” means the Municipal Clerk for the City of Sault Ste Marie;

“CITY SOLICITOR” shall mean the City Solicitor of the City of Sault Ste Marie;

"COMMISSIONER" means the person appointed by Council to be responsible for the operation of a Department and/or their designate and includes the person appointed to the position of Chief Administrative Officer;

"COMMISSIONER OF FINANCE/TREASURER" means the Commissioner of Finance/Treasurer of the City of Sault Ste Marie.

"CONSTRUCTION" means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, soil investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering design or architectural work, but does not include legislated or regulated services related to the construction contract unless they are included in the specifications for the procurement;

"CONSULTANT" and **"CONSULTING SERVICES"** means a person or entity that under agreement, other than an employment agreement, provides expert or strategic advice and related services. Consulting Services do not include "Professional Services" provided by licensed professionals;

"CONTRACT" means any agreement, regardless of form or title, for the lease, purchase or disposal of Goods, Services or Construction authorized in accordance with this By-law;

"COUNCIL" means the Council of the City of Sault Ste Marie;

"COUNCIL APPROVED BUDGETS" means Council approved department budgets including authorized revisions, or where applicable, Council approved budgets of local boards to which this By-law applies;

"DEPARTMENT" means an organizational unit of the City of Sault Ste Marie headed by a Commissioner;

"ELECTRONIC ADVERTISING" means the use of a computer-based system directly accessible by suppliers irrespective of their location that provides suppliers with information related to Bid Solicitations;

"EMERGENCY" means a situation, or an impending situation, caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property.

"FAIR MARKET VALUE" means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arms-length who are fully informed and not under any compulsion to transact;

"GOODS" means moveable property and includes,

- (a) the cost of installing, operating, maintaining or manufacturing such moveable property;
- (b) raw materials, products, equipment and other physical objects of every kind and description;

"IN HOUSE BID" means a Bid made by a Department and authorized by the Commissioner of that Department, submitted in response to a Bid Solicitation, where the provision of the Goods, Services or Construction will be provided entirely by the employees of the City of Sault Ste Marie;

"LOWEST COMPLIANT BID" means the Bid that would provide the City of Sault Ste Marie with the desired Goods, Services or Construction at the lowest Total Acquisition Cost, meets all the specifications and contains no irregularities requiring automatic rejection;

"PROFESSIONAL SERVICES" means services that by legislation or regulation are to be provided only by the following licensed professionals: medical doctors, dentists, nurses, pharmacists, veterinarians, engineers, land surveyors, architects, accountants, lawyers and notaries;

"PROPOSAL" means an offer submitted in response to a Request for Proposal, acceptance of which may be subject to further negotiation;

"PURCHASE ORDER" means a Contract between the City of Sault Ste. Marie and a supplier to supply a specific quantity of Goods or specific set of Services or specific type of Construction defined by such things as time period, location(s) and price;

"PURCHASING CARD" means a card issued in accordance with the Purchasing Card Policy, to purchase Goods and Services;

"REQUEST FOR PROPOSAL" means a Bid Solicitation that is used to acquire Goods, Services or Construction, the suitability of which is dependant upon non-price factors and which may result in further negotiation between the parties;

"ROUTINE PROFESSIONAL SERVICES" means performance of multiple and similar tasks by licensed professionals which do not require specific skills or qualifications not otherwise held by City staff;

"SINGLE SOURCE" means selection of a specific Supplier even though there may be more than one supplier capable of delivery of the Goods and Services;

"SOLE SOURCE" means there is only one Supplier capable of delivery of the Goods and Services that meet the requirements of the City;

"SPECIALIZED PROFESSIONAL SERVICES" means performance of non-routine tasks by licensed professionals;

"STANDING PURCHASE ORDER" means a Contract between the City of Sault Ste Marie and a supplier for the supply of frequently ordered Goods or Services at specified unit prices where possible, maximum dollar limits, or discounts; but not specified quantities;

"SERVICES" includes all professional and consulting services, all services in relation to real property or personal property including without limiting the foregoing the delivery, installation, construction, maintenance, repair, restoration, demolition or removal of personal property and real property and all other services of any nature and kind save and except only services to be delivered by an officer or employee of the City of Sault Ste Marie in accordance with terms of employment;

"TENDER" means a publicly advertised Bid Solicitation;

"TOTAL ACQUISITION COST" means an evaluation of quality and service in the assessment of a Bid and the sum of all costs including purchase price, all taxes, warranties, local service costs, life cycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs for determining the Lowest Compliant Bid;

(2) Schedules “A”, “B”, and “C” attached hereto form part of this By-law.

PART IV – GENERAL PROCUREMENT POLICY

APPLICATION

4. (1) The procedures in this By-law shall be followed to Award a Contract or to recommend to Council that a Contract be Awarded.
- (2) Subject to section 31 and section 4(3), Goods, Services or Construction listed in Schedule “A” of this By-law may be procured without following the procedures set out in the by-law; in accordance with the Approvals for Financial Values as established in section 7.
- (3) The purchase of Goods and Services listed in Schedule “A” to this By-law may be made provided that sufficient funds are available and identified in appropriate accounts within Council Approved Budgets.

RESTRICTIONS

5. (1) No Contract for Goods, Services or Construction may be divided into two or more parts to avoid the application of the provisions of this By-law.
- (2) No Contract for Services shall be awarded where the services would result in the establishment of an employee - employer relationship.
- (3) No employee shall purchase, on behalf of the City of Sault Ste Marie, any Goods, Services or Construction, except in accordance with this Bylaw.
- (4) Where an employee involved in the Award of any Contract, either on his or her own behalf or while acting for, by, with or through another person, has any pecuniary interest, direct or indirect, in the Contract, the employee,
 - (a) shall immediately disclose the interest to the Commissioner involved in the Award of the Contract and shall describe the general nature thereof;
 - (b) shall not take part in the Award of the Contract; and
 - (c) shall not attempt in any way to influence the Award of the Contract.

- (5) An employee has an indirect pecuniary interest in any Contract in which the City of Sault Ste Marie is concerned, if,
- (a) the employee or his or her spouse
 - (i) is a shareholder in, or a director or senior officer of, a corporation that does not offer its securities to the public that has a pecuniary interest in the Contract;
 - (ii) has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public that has a pecuniary interest in the Contract; or
 - (iii) is a member of an unincorporated association or partnership, that has a pecuniary interest in the matter; or
 - (b) the employee or his or her spouse is in the employment of a person, unincorporated association or partnership that has a pecuniary interest in the Contract.

An employee found to be in conflict as per this section may be subject to disciplinary action by the Division Head, Department Head, CAO, or City Council as the case may be.

- (6) There will be no local preference for purchases in compliance with the Discriminatory Business Practices Act, Revised Statutes of Ontario, 1990 Chapter D.12 and the Ontario Free Trade Agreement that does not allow for geographical preference as well in accordance with the updated Municipal Act requiring that a competitive bid process be open, fair and transparent.

TOTAL ACQUISITION COST

6. Where this By-law prescribes dollar limits, the Contract amount shall be the estimated Total Acquisition Cost less any rebates; not including sales taxes.

APPROVALS FOR FINANCIAL VALUES

7. (1) The following approvals must be secured based on the listed Financial Values:
- (a) any Contract for a Good, Service or Construction for a Financial Value of \$15,000.00 or less may be approved by the Commissioner/Department Head;
 - (b) any Contract for a Good, Service or Construction for a Financial Value of \$75,000.00 or less may be approved by the Chief Administrative Officer;

- (c) any Contract for a Good, Service or Construction for a Financial Value exceeding \$75,000.00 requires Council approval.
- (2) Despite any other provisions of this By-law, the following Contracts are subject to Council approval:
 - (a) any Contract requiring approval from the Ontario Municipal Board;
 - (b) any Contract where an irregularity precludes the Award of a Contract to the supplier submitting the lowest compliant bid.
- (3) The following approvals must be secured for Change Orders to approved Contracts:
 - (a) Non-Scope of Work Change Orders, a tolerance of 10% of the approved Project Cost in total for all Change Orders applies. Approval is subject to identified funding and may be secured from the Chief Administrative Officer up to his Approval Limit for Financial Values.
 - (b) Scope of Work Change Orders are subject to identified available funding and require approval from originating approver.

RESPONSIBILITIES AND AUTHORITIES

- 8. (1) Commissioners/Department Heads shall be responsible for and shall have authority for all procurement activity and decisions within their Departments and are accountable for achieving the specific objectives of the procurement project.
- (2) Commissioners have the authority to award contracts in the circumstances specified in this by-law provided that the delegated authority is exercised within the limits prescribed in this by-law, and the requirements of this by-law are met.
- (3) Commissioners may delegate their authority, to suitably qualified and approved individuals, where appropriate. Commissioners in conjunction with the Agent shall provide evidence that the contract pricing represents fair market value.
- (4) The Agent is responsible for:
 - (a) providing professional procurement advice and services to the Commissioners;
 - (b) monitoring compliance with this by-law;

- (c) notifying Commissioners, in advance if possible, of non-compliance;
 - (d) informing Council that non-compliance with this by-law has occurred;
 - (e) determining if Goods, Service or Construction less than \$75,000.00, that have been restricted to single or sole source supply because of standardization, compatibility, cost effectiveness or similar justification is the overriding consideration and on any anniversary of the renewal of that restriction; and
 - (f) scheduling the public tender openings and ensuring a member of Council or the City Clerk or designate is present at opening.
- (5) The Agent may award a contract on behalf of a Commissioner provided that the Agent is in receipt of a funded requisition and the requirements of this by-law are met.
- (6) The Chief Administrative Officer has the authority to instruct Commissioners not to award contracts and to submit recommendations to Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of the City.

NOTIFICATION OF PROCUREMENT OPPORTUNITIES

9. (1) Notification of procurement opportunities for Goods, Services or Construction exceeding a Total Acquisition Cost of \$75,000.00 shall be made by Public Advertising, which advertising may include newspaper, web site listings and other forms of electronic advertising, and may be used for any other purchase.
- (2) Notification of procurement opportunities for Goods, Services or Construction may be supplemented by other means of notification where appropriate.

ACCESSIBILITY

10. (1) All Bidders, Suppliers and Contractors who provide Goods, Services or Construction to the City shall comply with the Accessibility for Ontarians Act, 2005, and all Regulations emanating therefrom.

PART V – PROCUREMENT PROCEDURES

PURCHASING PROCEDURES

11. (1) The Agent shall establish purchasing procedures consistent with the Purposes, Goals and Objectives set out in this By-law relating to:
- (a) the form, content and use of forms, whether electronic or printed, including purchase requisitions, purchase orders, bonds, letters of credit and other forms of guarantee or surety, tender, proposal and other contract documents;
 - (b) the identification of those Goods, Services or Construction which, are more effectively acquired through cooperative purchasing;
 - (c) the process to be followed in the issuing, receipt and evaluation of Tenders, Quotations and Requests for Proposals including the option of submitting documentation, payment or signature by electronic means pursuant to the *Electronic Commerce Act*, S.O. 2000, c.17, as amended;
 - (d) any other aspect of process or procedure not specifically provided for in this By-Law.
- (2) Where, in the opinion of the Agent, circumstances giving rise to an issue of adherence or non-adherence to the requirements of this By-law which cannot be resolved to the satisfaction of the Agent, the Agent shall advise the Commissioner of Finance/Treasurer who shall determine the issue and appropriate action.

PURCHASING CARDS

12. The Commissioner of Finance/Treasurer is responsible for the Purchasing Card program outlined in the City of Sault Ste Marie's Purchasing Card Policy. The Purchasing Card Policy shall adhere to this Purchasing By-law.

STANDING PURCHASE ORDERS

13. (1) A Standing Purchase Order may be used where:
- (a) one or more Departments repetitively order the same Goods, Services or Construction and the actual demand is not known in advance; or

- (b) a need is anticipated for a range of Goods, Services or Construction for a specific purpose and for which convenience and location are major factors but the actual demand is not known at the outset.
- (2) The Agent shall establish and maintain Standing Purchase Orders.
- (3) To establish prices and select sources, the Agent shall employ the provisions contained in this by-law for the acquisition of Goods, Services or Construction.
- (4) More than one supplier may be selected where it is in the best interests of the City of Sault Ste Marie and the Bid Solicitation allows for more than one.
- (5) The expected quantity of the specified Goods, Services or Construction to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the greatest extent possible, on previous usage adjusted for any known factors.

REQUEST FOR EXPRESSIONS OF INTEREST

- 14.** A Commissioner or the Agent may conduct a request for expression of interest for the purposes of determining the availability of suppliers of any Goods, Services or Construction and for the purposes of keeping a list of available suppliers.

ENGAGEMENT OF CONSULTANTS

- 15.** Consultant procurement shall follow the regular procurement policies outlined within the by-law.

ENGAGEMENT OF LICENSED PROFESSIONALS

- 16.** (1) The following process shall be employed for engagement of licensed professionals for the performance of Routine Professional Services:
 - (a) a request for Expressions of Interest shall be advertised annually in order to establish a Vendors of Record List. Notwithstanding the annual advertisement for EOI's, Suppliers may apply for inclusion on the Vendors of Record List at any time during the year;

- (b) Staff shall pre-qualify Suppliers based on necessary Professional qualifications, past performance evaluations, and capacity to complete work; prior to acceptance on the Vendors of Record List;
 - (c) Procurement for Routine Professional Services will be drawn from Suppliers on the Vendors of Record List;
 - (d) informal written quotes will be obtained for assignments. Assignments will be recommended based upon fees, and pre-qualifications based on Section 16 (1) (b) above;
 - (e) approvals are subject to the approval limits stated within the by-law.
- (2) The regular procurement policies outlined within the by-law shall apply for engagement of Suppliers to perform Specialized Professional Services.

PROCUREMENT METHODS

- 17.** The following procurement methods are to be used for the purchase of Goods, Services or Construction at the listed Financial Values:

LOW DOLLAR VALUE PURCHASES (Not exceeding \$2,500.00)

- 18. (1)** Department requirements for Goods, Services or Construction having a low dollar value may be purchased with or without negotiation. This method of purchase will be used primarily for the purchase of low value goods where the cost and administrative burden of other methods of purchase may be equal to or greater than the price or value of the goods purchased. Employees are encouraged to use their own judgment to promote the principles of this policy in any direct purchase. The following procurement methods may be used:
- (a) Field Purchase Order to a value of \$2,500.00.
 - (b) Purchasing Cards to a value of \$2,500.00.
 - (c) Purchase Order, subject to Section 31 of this By-law.
 - (d) Direct Purchase/Approved Invoice.

REQUEST FOR QUOTATION (Acquisition costs between \$2,500.00 and \$75,000.00)

- 19. (1)** Purchasing requirements for Goods, Services or Construction having an estimated Total Acquisition Cost between:

- (a) \$2,500.00 and \$15,000.00 may be made by an informal Request for Quotation where written specifications are presented to the vendors by an authorized person and a written quotation is returned that is to be filed or forwarded to Purchasing, if required;
 - (b) \$15,000.00 and \$75,000.00 may be made by formal Request for Quotation where Purchasing will distribute a full written Quotation to be signed and sealed and returned by the vendor to Purchasing.
- (2) In appropriate circumstances, the Request for Proposal or the Request for Tender processes may be utilized for the purchase of Goods, Services or Construction in this Total Acquisition Cost range.
- (3) The competitive method of purchase used to purchase the Goods, Services or Construction in this Total Acquisition Cost range shall demonstrate that Fair Market Value was achieved. The specifications for the goods and services and terms of purchase will be established with sufficient particularity to permit comparable quotations to be made by suppliers. A sufficient number of suppliers shall be requested to submit quotations on the specifications and terms of purchase so that at least three responsive quotations are received, where practical.

REQUEST FOR TENDER (Acquisitions exceeding \$75,000.00)

20. (1) A Request for Tender shall be used for purchases exceeding \$75,000.00 where all of the following criteria apply:
- (a) two or more sources are considered capable of supplying the requirement;
 - (b) the requirement is adequately defined to permit the evaluation of tenders against clearly stated criteria; and
 - (c) it is intended that the Lowest Compliant Bid will be accepted without negotiations.
- (2) The Commissioner in charge of the Bid Solicitation or the Agent, on behalf of such Commissioner, may Award Contracts emanating from a Request for Tender provided that:
- (a) the Award is to the Lowest Compliant Bidder;
 - (b) the estimated Total Acquisition Cost of Goods or Service does not exceed \$75,000.00; and
 - (c) the provisions of this By-law are complied with.

- (3) The Commissioner or Agent shall follow the provisions of Section 31 of this By-law regarding the form of contract required to complete the purchase.
- (4) This is a competitive method of purchase, which may include supplier or contractor pre-qualification. The tender process follows the general procedures set out below:
 - (a) Contractor and Supplier Qualification (if applicable);
 - (b) Development of Specifications and Contract Terms;
 - (c) Publication and Solicitation of Tenders;
 - (d) Receiving and Opening of Bids;
 - (e) Bid Evaluation and Selection.

The specifications and contract terms are detailed within the tender documents in such a degree that there is no prospect of negotiations between the parties. It is intended to accept the lowest priced compliant bid, as the bidders must meet all the terms, conditions and specifications.

REQUEST FOR PROPOSAL

- 21. (1)** A Request for Proposal shall be used where:
- (a) the requirement is best described in a general performance specification. In this competitive method of purchase, some or all of the specifications and contract terms may not be finally determined with sufficient certainty to form the basis of a final contract before proposals are solicited and submitted. It may be expected that there will be some variation in the final specification and contract terms among and between responsive proponents;
 - (b) owing to the nature of the requirement, suppliers are invited to propose innovative solutions to a problem, requirement or objective and the selection of the supplier is based on the effectiveness of the proposed solution rather than on price alone; or
 - (c) to achieve best value, the award selection will be made on an evaluated point per criterion or other method involving a combination of mandatory and desirable requirements or it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirement.

- (2) Where the Contract price is anticipated to be \$15,000.00 or greater and the Request for Proposal method of procurement is utilized, the Agent, at their discretion, may be a member of the committee formed to evaluate the response to the Request for Proposal.
- (3) The Agent shall maintain a list of suggested evaluation criteria for assistance in formulating an evaluation grid, which criteria may include, but are not limited to, factors such as approach, equipment and facilities, experience and qualifications, methodology, past performance and scheduling, price and strategy.
- (4) The Commissioner in charge of the particular Bid Solicitation or the Agent, on behalf of such Commissioner, may award Contracts emanating from a Request for Proposal provided that:
 - (a) the estimated Total Acquisition Cost of the Goods, Services or Construction does not exceed \$75,000.00;
 - (b) the award is to be made to the supplier meeting all mandatory requirements and determined, by reference to an evaluation grid, as providing best value;
 - (c) sufficient funds are available and identified in appropriate accounts within Council Approved Budgets; and
 - (d) the provisions of this By-law are complied with.
- (5) The Commissioner and Agent shall follow the provisions of Section 31 of this By-law regarding the form of contract required to complete the purchase.

NON-COMPETITIVE METHOD

22. (1) The Non-Competitive Method refers to the negotiation of an agreement for the purchase of Goods, Services and Construction from a Supplier where there is no open competition. This may be defined as the use of a Sole Source or Single Source as appropriate.
- (2) Non-competitive purchasing must be authorized by:
 - (a) the Agent for Purchases between \$2,500.00 and \$15,000.00;
 - (b) the Agent with the approval of the CAO for Purchases between \$15,000.00 and \$75,000.00;
 - (c) City Council for Purchases of more than \$75,000.00.
- (3) Authorization of the use of the Non-Competitive Method may be considered upon receipt of written details and reasons by the

requesting party; where one or more of the following factors are present:

- (a) the standardization or compatibility of a Purchase with existing equipment, product standards, facilities or service is a paramount consideration;
- (b) a Good or Service is purchased for testing or trial use;
- (c) there is an absence of competition for technical reasons and the Goods, Services and/or Construction can only be supplied by a particular Supplier;
- (d) the City has a rental contract with a purchase option and such purchase option is beneficial to the City;
- (e) no bids were received in response to a Bid Solicitation or Quotation Procedure; or,
- (f) a business case can be made to establish that the purchase is in the best interests of the City.

IN HOUSE BIDS

23. In House Bids may be used for the procurement of Goods, Services or Construction in circumstances where the Chief Administrative Officer considers it appropriate to do so.

GUARANTEE OF CONTRACT EXECUTION AND PERFORMANCE

24. (1) The Agent may require that a Bid be accompanied by a Bid Bond or other similar security to guarantee entry into a Contract. Unless otherwise specified, in circumstances where a Bid Deposit is required, the refundable deposit requirements for Requests for Tenders/Quotations and Requests for Proposals shall be as follows:

<u>ESTIMATED ACQUISITION COST</u>	<u>TYPE OF SECURITY</u>	<u>MINIMUM DEPOSIT REQUIRED</u>
Less than 25,000.00	Certified Cheque or Irrevocable Letter of Credit	5%
Greater than \$25,000.00	Bid Bond, Certified Cheque or Irrevocable Letter of Credit	10%

- (2) Prior to the commencement of the work, the successful bidder may be required to provide the following security in addition to the security referred to in Subsection 20.(1):

- (a) a Performance Bond to guarantee the performance of a Contract;

- (b) a Labour and Material Payment Bond to guarantee the payment of labour and materials supplied in connection with a Contract;
 - (c) or an Irrevocable Letter of Credit.
- (3) The Commissioner and Agent shall select the appropriate means to guarantee execution and performance of the Contract. Means may include one or more of, but are not limited to, surety bonds or other forms of security deposits, provisions for liquidated damages, progress payments and holdbacks.
- (4) Prior to the commencement of work on a City property or as required by the Commissioner or Agent, a Contractor must be compliant with the requirements of the City's Contractor Pre-Qualification Program as established by the Human Resources Department.

CONTRACT WITHOUT BUDGETARY APPROPRIATION

25. Where a requirement exists to initiate a project for which Goods, Services or Construction are required and funds are not contained within the Council Approved Budget to meet the proposed expenditure, the Commissioner shall, prior to commencement of the purchasing process, submit a report to Council containing:
- (a) information surrounding the requirement to contract;
 - (b) the terms of reference to be provided in the Contract;
 - (c) information on the availability of the funds within existing estimates, which were originally approved by Council for other purposes, or on the requirement of additional funds.

BIDS IN EXCESS OF PROJECT ESTIMATES

26. (1) Where Bids are received in response to a Bid Solicitation but exceed project estimates, the Commissioner in charge of the Bid Solicitation and the Agent, jointly, may enter negotiations with the Lowest Compliant Bidder to achieve an acceptable Bid within the project estimate.
- (2) Negotiations shall be conducted in accordance with the guidelines established by the Canadian Construction Documents Committee.

EMERGENCY PURCHASES

27. (1) Where an Emergency exists requiring the immediate procurement of Goods, Services or Construction, a Commissioner or the Agent may

purchase the required Goods, Services or Construction by the most expedient and economical means, notwithstanding any other provision of this By-Law. As soon as practicable thereafter, the Agent shall comply with Section 27 of this By-law.

- (2) For all Emergency purchases made by a Commissioner, the Commissioner shall as soon after the purchase as reasonably possible, notify the Agent with a written report detailing the circumstances of the Emergency. The Commissioner and the Agent in all circumstances shall make a report to Council where the Emergency purchase exceeds \$75,000.00.

COOPERATIVE PURCHASING

28. (1) The City of Sault Ste Marie may participate with other government agencies or public authorities in cooperative purchasing where it is in the best interests of the City of Sault Ste Marie to do so and where the purposes, goals and objectives of this By-law are complied with by such government agencies and public authorities.
- (2) The policies of the government agencies or public authorities calling the cooperative Bid Solicitation are to be the accepted policy for that particular purchase.

IDENTICAL TENDERS

29. (1) If the lowest Compliant Bids from two or more bidders are identical in Total Acquisition Cost or unit price, the Agent, with the consent of the Commissioner in charge of the Bid Solicitation, is authorized to enter into negotiations with the bidders who have submitted the identical prices in an attempt to obtain a lesser price and shall maintain a record in respect of such negotiations.
- (2) The Agent shall not reveal information pertaining to such negotiations or the manner in which the final price was determined to any of the bidders concerned. The Agent shall include as part of the record, a report concerning the results of such negotiations.
- (3) When negotiations are not successful in breaking the identical tenders, then the bidders involved will be so informed and advised that the tender to be accepted will be determined by means of a draw. The names of the tied bidders shall be placed in a container and the tender to be accepted shall be drawn by a Designated Official. The time and location of the draw shall be set by a

Designated Official and the bidders shall be so advised in order that they may be present. The following shall be present:

- (a) Designated Officials;
- (b) The Agent; and
- (c) Any of the bidders, or their authorized representative.

Should any bidder elect not to be represented at the draw, the draw will proceed regardless.

BID IRREGULARITIES

30. The process for administering irregularities contained in Bids pertaining to all Contracts shall be as set out in Schedule "B". For an irregularity listed in the first column of Schedule "B", the applicable response is set out opposite the irregularity in the second column of Schedule "B".

CONTRACTUAL AGREEMENT

31. (1) The Award of a Contract over \$2,500.00 shall be made by way of an agreement, or as a Purchase Order.
- (2) A Purchase Order is to be used when the resulting Contract requires only the City of Sault Ste Marie's standard contractual terms and conditions.
- (3) A formal agreement is to be used when the resulting Contract is complex and will contain terms and conditions other than the City of Sault Ste Marie's standard contractual terms and conditions.
- (4) It shall be the responsibility of the Commissioner in charge of the particular Bid Solicitation, with the Agent or the City Solicitor, to determine if it is in the best interests of the City of Sault Ste Marie to establish a formal agreement with the supplier.
- (5) Where it is determined that a formal agreement is required, the formal agreement shall be reviewed and approved for execution by the City Solicitor, or designate.
- (6) Where a formal agreement is required, the Mayor, or designate, shall execute the agreement in the name of City of Sault Ste Marie.
- (7) Where a formal agreement is issued, the Agent may issue a Purchase Order incorporating the formal agreement.

- (8) Where a formal agreement is not required, the Agent shall issue and execute a Purchase Order incorporating the relevant terms and conditions.

SURPLUS AND OBSOLETE GOODS

32. (1) Disposal of surplus assets is the responsibility of the Purchasing Division. The Agent must dispose of all Goods for which a Department no longer has use and the Agent may use any method for disposal in the City of Sault Ste Marie's best interests, including without limitation, transfer to another Department, public auction, public tender, trade, or negotiated sale.
- (2) An employee who has the responsibility of declaring Goods surplus or obsolete, or for sending items to a public auction shall not bid on or personally obtain any Goods that the employee has declared as surplus.
- (3) No one shall be permitted to purchase surplus or obsolete Goods except by purchase at public auction, public tender, trade or negotiated sale.
- (4) If it is determined that the goods have no residual value, the Agent may dispose of them in an accredited landfill site or other environmentally responsible manner.

NOTWITHSTANDING

33. No provision of the By-Law precludes a Commissioner or the Agent from recommending an award to City Council where in the opinion of a Commissioner or the Agent, it is in the best interest of the City to do so.

PART VI – OTHER

ACCESS TO INFORMATION

34. The disclosure of information received relevant to the issue of Bid Solicitations or the Award of Contracts emanating from Bid Solicitations shall be made by the appropriate officers in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, as amended.

BY-LAW REVIEW

35. (1) This By-law shall be reviewed every five (5) years or where circumstances warrant a more frequent review. Any amendments resulting therefrom shall be submitted to Council for approval.
- (2) The review shall determine how effective this By-law has been in achieving the objectives set out in Section 2 of the By-law as well as the requirements of the *Municipal Act, 2001*, as amended.
- (3) The review may be undertaken by an inter-departmental committee, the final result of which shall be comprised of a report to Council, by the Agent.

SCHEDULES "A", "B", and "C"

36. Schedules "A", "B", and "C" hereto form part of this by-law.

EFFECTIVE DATE

37. This By-law shall come into force and take effect on the 16th day of May, 2016.

Read THREE times and PASSED in open Council this 16th day of May, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

PROCUREMENT POLICY & PROCEDURES

SCHEDULE "A"

To BY-LAW 2016-50 of the City of Sault Ste Marie

The purchasing methods described in this by-law do not apply to the following Goods and Services, some of which are regulated by other policies or Council:

1. Employer's General Expenses including:
 - (1) Statutory Remittances
 - (2) Licenses, certificates & other approvals required (Vehicle, Firearms, etc.)
 - (4) Debt Payments
 - (5) Grants to Others
 - (6) Damage Claims
 - (7) Investments
2. Utilities/Communication
3. Miscellaneous
 - (1) Employee Computer Purchase Plan (as covered by the Employee Computer Purchase Plan Policy)
 - (2) Refunds and Overpayments
 - (3) Fees or Levies of other Boards and Agencies
 - (4) Real property purchases
4. Costs Associated with Public Events
 - (1) Event Payouts as specified in Contracts which authority is delegated to staff as per by-law

PROCUREMENT POLICY & PROCEDURES

SCHEDULE "B"

To BY-LAW 2016-50 of the City of Sault Ste Marie

POLICY FOR CONSIDERING IRREGULARITIES IN BIDS

Extreme care shall be exercised to ensure that Irregular Bids are handled in a manner which is fair to other bidders as well as the public.

The decision as to whether an improper bid shall be accepted or rejected, shall be based upon the following general considerations;

1. is the intention of the bidder clear?
2. has the bidder made a conscientious attempt to comply with the submission requirements?

The following are guidelines only, intended to illustrate some of the discretion allowed. The Manager of Purchasing will review each case.

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
1.	Late Bids	Automatic rejection, not opened or read publicly and returned unopened to the bidder
2.	Unsealed Tender Envelopes	Automatic rejection
3.	Tenders received by Facsimile (FAX)	Automatic rejection
4.	Proper Tender Envelope Not Used	Acceptable if the envelope is properly sealed. Automatic rejection if the envelope is not sealed
5.	Insufficient financial security (no deposit or bid bond or insufficient deposit (includes deposit cheque not certified) or bid bond	Automatic rejection unless insufficiency is trivial or insignificant
6.	Bids not completed in ink or in type	Automatic rejection
7.	Incomplete bids (part bids - all items not bid)	Automatic rejection unless part bid specifically permitted by tender documents
8.	Illegible or obscure bids or bids which contain additions not called for, erasures, alterations, errors or irregularities of any kind	May be rejected as informal
9.	Qualified bids (bids qualified or restricted by an attached statement)	Automatic rejection

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
10.	Bids received on documents other than those provided by the City	Automatic rejection
11.	Bids containing minor clerical errors	48 hours to correct and initial errors
12.	Execution of Agreements to Bond - Bonding company corporate seal or signature missing from agreement to bond	Automatic rejection
13.	Execution of Bid Bonds (a) Corporate seal or signature of the bidder, or both, missing (b) Corporate seal or signature of bonding company missing	48 hours to correct Automatic rejection
14.	Other Bid Security - Uncertified Cheques	Automatic rejection
15.	Tender Documents - Execution (a) Corporate seal or witness signature missing but Signing Officer signature present (b) Signing Officer signature missing (c) Corporate seal or witness affixed but Signing Officer signature missing	48 hours to affix Automatic rejection Automatic rejection
16.	Erasures, Overwriting or Strike-Outs which are not initialed: (a) Uninitialed changes to the tender documents which are minor (example: the tenderer's address is amended by over-writing but not initialed) (b) Unit prices in the Schedule of Prices have been changed but not initialed (c) Other mathematical errors which are not consistent with the unit prices	48 hours to initial 48 hours to initial 48 hours to initial corrections to be made by department
17.	Failure to attend mandatory pre-submission meeting or visit	Automatic rejection
18.	Tender documents which suggest that the tenderer has made a major mistake in calculations of tender	Consultation with the City Solicitor on a case by case basis and report to CAO

PROCUREMENT POLICY & PROCEDURES

SCHEDULE "C"

To BY-LAW 2016-50 of the City of Sault Ste Marie

POLICY FOR INCORPORATING ACCESSIBILITY CRITERIA AND FEATURES IN PROCUREMENT

In accordance with Province of Ontario Statutes and Regulations, the City shall incorporate accessibility criteria and features in its procurement practices so that goods, services, and facilities are accessible to people with disabilities, unless it is not practicable to do so.

If the Commissioner determines that it is not practicable to incorporate accessibility criteria and features when procuring a particular good, service or facility, the Commissioner shall provide, upon request, an explanation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-51

AGREEMENT: (E2.2) A by-law to authorize the execution of a contract between the City and Palmer Construction Group Inc. for the reconstruction of Coulson Avenue and Manor Road (Contract 2016-4E).

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 contract between the City and Palmer Construction Group Inc. for the reconstruction of Coulson Avenue and Manor Road (Contract 2016-4E), 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 16th day of May, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

CORPORATION OF THE CITY OF SAULT STE MARIE

**Contract № 20 6 4E
Reconstruction Coulson Ave Manor Rd
FORM OF AGREEMENT**

This Agreement, made (in triplicate) this day of in the year 2016, by and between

Palmer Construction Group Inc, hereinafter called the **Contractor**,

AND

The Municipal Corporation of the City of Sault Ste Marie, hereinafter called the **Corporation**.

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

**Corporation of the
City of Sault Ste Marie
Contract № 20 6 4E
Reconstruction Coulson Ave Manor Rd**

which have been signed in triplicate by both parties and which were prepared by WSP Canada Inc., acting as Agent and Contract Administrator and herein entitled, **the Contract Administrator**.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the Corporation and the Contract Administrator, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:

The Corporation

The Corporation of the City of Sault Ste. Marie
P. O. Box 580, Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5N1

The Contractor

**Palmer Construction Group Incorporated
845 Old Goulais Bay Road
Sault Ste. Marie, ON P6A 0B5**

The Contract Administrator

WSP Canada Inc.
185 East Street
Sault Ste. Marie, Ontario, P6A 3C8

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

T E CORPORATION OF T E CIT OF SAULT STE MARIE

MAYOR – Christian Provenzano

(seal)

CITY CLERK – Malcolm White

THE CONTRACTOR

Palmer Construction Group Incorporated

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-52

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Coulson Avenue and Manor Road from June 1, 2016 until October 31, 2016 to facilitate the reconstruction of Coulson Avenue and Manor Road.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF COULSON AVENUE AND MANOR ROAD**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Coulson Avenue and Manor Road from June 1, 2016 until October 31, 2016 to facilitate the reconstruction of Coulson Avenue and Manor Road.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of May, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-53

AGREEMENT: (P1) A by-law to authorize the execution of an Agreement between the City and Communities in Bloom for the Etienne Brûlé Orchard Project.

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 DOCUMENTS

The Mayor and the 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 in the form of Schedule "A" hereto dated the 16th day of May, 2016 between the City and Communities in Bloom for the Etienne Brûlé Orchard Project.

2. SCHEDULE "A"

Schedule "A" hereto 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 16th day of May, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Agreement between:

Communities in Bloom and the City of Sault Ste. Marie

Communities in Bloom and the City of Sault Ste. Marie (the "Recipient") agree that the following terms and conditions shall govern the participation by the Recipient in the **2016 CN EcoConnexions - From the Ground Up** program.

Contact Information:

City of Sault Ste. Marie (the "Recipient")
 99 Foster Drive
 Sault Ste. Marie, ON P6A 5X6

Project contact:
 Donald McConnell
 Tel: 705 759-5375
 Email: d.mcconnell@cityssm.on.ca

Communities in Bloom
 12 Terry Fox
 Kirkland QC H9H 4M3

Project contact:
 Raymond Carrière, Founding President
 Cell: 514-912-6535
 Email: president@cib-cef.com

1. The City of Sault Ste. Marie (the "Recipient") hereby confirms the contents of the application to the **CN EcoConnexions - From the Ground Up** program made by the Recipient on and acknowledges that it will carry out in full the **Etienne Brûlé Orchard Project** and related activities set out therein (the "Project"), in accordance with **Appendix "A"** (Application) with any changes approved in writing by Communities in Bloom.
2. The Recipient is responsible for obtaining all necessary consents or permits which may be required to be obtained in order to carry out the Project, and agrees to supply evidence of such consents or permits upon request to Communities in Bloom or its designate.
3. The Recipient agrees that personnel from Communities in Bloom, or its designate shall have reasonable access to the project areas at all times for the purposes of inspecting or participating in the activities undertaken in furtherance of the Project.
4. CN will contribute funding (the "Contribution") to the Project in the amount of up to **\$ 25,000**.

5. Payment of the Contribution by CN will be provided to the Recipient only in accordance with the following provisions:
 - Communities in Bloom will issue a cheque in the amount of **\$ 25,000** to the Recipient;
 - The Recipient must acknowledge the **CN EcoConnexions - From the Ground Up** program with a public Launch Event and complete an Event Profile using the online form (www.communitiesinbloom.ca/cn) that outlines the description of the launch event. The launch event must happen before **November 30, 2016**.
 - The Recipient will complete a Final Report upon completion of the project using the online form based on the work outlined in the attached **Appendix "A"**.
 - The project and final report must be completed by **November 30, 2016** with the proviso that an extension, no later than **June 30, 2017** may be awarded upon request in written with proper justification.
 - The Recipient must formally consider before its Council, the adoption of the RAC-FCM Guidelines for New Development in Proximity to Railway Operations, to address the safety and well-being of communities in new development projects. In the event that the recipient is not a municipality, the Recipient agrees to make formal representations to the council of the municipality in which it is based, in support of the adoption of the RAC-FCM Guidelines for New Development in Proximity to Railway Operations, or for their maintenance if they have already been adopted.
 - Notwithstanding the amount set out in Item 4, the Recipient acknowledges that Communities in Bloom may at any time recommend to CN to decrease the amount of the Contribution, where the Final Report reveals that the amount of the Contribution set forth in the agreement will exceed 50% of the actual costs of completing the Project or that the funds are allocated for non-eligible components.
6. In addition to the obligation to submit the report provided for in paragraph 5 above, the Recipient shall maintain proper records on Project revenues, expenditures and accomplishments, which records shall at all times be open to Communities in Bloom or its designate for inspection and audit.
7. The Recipient undertakes to ensure that the **CN EcoConnexions - From the Ground Up** is prominently displayed or applied in all notices, publications, advertisements and other materials produced for or by the Recipient in relation to the Project. The Recipient must submit all materials to Communities in Bloom for approval at least two weeks prior to distribution. The Recipient acknowledges that the rights to display and otherwise use the Identity is granted only with respect to this Project and agrees that it shall not use the Identity in any other manner at any other time.
8. The Recipient shall indemnify and save harmless personnel from Communities in Bloom, or its designate or partners from and against all claims, demands, losses, damages or costs of any kind based upon any injury to or death of a person or damage to or loss of property because of any wilful or negligent act on the part of the Recipient.

9. The Recipient and Communities in Bloom agree that any public announcement or event planned in respect to the Project shall reflect that it is a joint effort of the Recipient, CN, Tree Canada and Communities in Bloom. The Recipient assumes the responsibility of informing Communities in Bloom in advance to ensure that representatives of Tree Canada, Communities in Bloom, M.P. and M.P.P. have an opportunity to participate. The Recipient will also provide the name and contact information of the staff person responsible for the Launch Event to Communities in Bloom

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

SIGNED, SEALED AND DELIVERED

Communities in Bloom

Raymond Carrière, Founding President

City of Sault Ste-Marie

Christian Provenzano, Mayor

Date:

Date:

Witness:

Witness:

Vivian Shum, Marketing & Communications

Date:

Malcolm White, City Clerk

Date:

Please return the signed agreement by e-mail to communication@cib-cef.com.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-54

AGREEMENT: (E2.2) A by-law to authorize the execution of a contract between the City and Trimount Construction Group Inc. for Slope Stabilization at 90 Second Line East (Contract 2016-11E).

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 contract between the City and Trimount Construction Group Inc. for Slope Stabilization at 90 Second Line East (Contract 2016-11E), 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 16th day of May, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

CORPORATION OF THE CITY OF SAULT STE MARIE

CONTRACT 20 6 E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 6th day of **May** in the year **2016** by and between Trimount Construction Group Inc., **hereinafter** called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

SLOPE STABILIZATION SECOND LINE AT CARMEN SWA

CONTRACT 20 6 E

which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, RPP, Commissioner of Engineering & Planning, acting as and herein entitled, the Engineer.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings and Addenda.
3. The Contractor will complete all the work to the entire satisfaction of the Engineer within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. All communications in writing between the Corporation, the Contractor and the Consultant shall be

deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile addressed as follows:

T E CORPORATION The Corporation of the City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

T E CONTRACTOR Trimount Construction Group Inc.
215 Fourth Line East
Sault Ste. Marie, Ontario
P6A 0B5

T E CONSULTANT STEM Engineering Group
875 Queen Street East, Suite 2
Sault Ste. Marie, Ontario
P6A 2B3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

T E CORPORATION OF T E CIT OF SAULT STE MARIE

MAYOR – CHRISTIAN PROVENZANO

(seal)

CITY CLERK – MALCOLM WHITE

T E CONTRACTOR

COMPANY NAME

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-55

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and Tulloch Engineering Inc. for professional services to repair the Wellington Street underpass, City bridge number 30.

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 May 16, 2016 between the City and Tulloch Engineering Inc. for professional services to repair the Wellington Street underpass, City bridge number 30, 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 16th day of May, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

M.E.A. / C.E.O.
CLIENT / ENGINEER AGREEMENT
FOR
Professional Consulting Services
2016

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 16th day of May A. D. 2016

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

TULLOCH ENGINEERING INC.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to repair and rehabilitate the south west parapet wall and center piers on the Wellington St. Underpass.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

DEFINITIONS

- a) Engineer - In this Agreement the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.
- b) Services -
- c) RFP -
- d) Addenda –
- e) Order of Precedence:
 - i. Addendums
 - ii. Request for Proposal issued
 - iii. Proposal submission document including detailed Work Plan and Fee Estimate

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Article 2 (The Services) for the Project under the general direction and control of the Client.

1.2 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.2. subject to Articles 3.2.4 and 3.2.5.

1.3 Staff and Methods

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

1.8 **Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 **Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 **Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the

Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

1.11 **Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 **Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 **Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 **Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 **Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 **Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 **Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or wish is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 **Dispute Resolution**

- 1) Negotiation
 - a) In the event of a matter of difference between the Consultant and the Client in relation to the Contract, the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
 - b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
 - c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.
- 2) Mediation
 - a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
 - b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
 - c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in

this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.

- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.

- v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act*, R.S.O. 1990, c.C-43.

1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 **Estimates, Schedules and Staff List**

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.01 Services to be provided by Engineer are as follows;
- i. Conduct a project start up meeting with City to review/confirm scope of work.
 - ii. Liaise and coordinate on site work with the railway.
 - iii. Conduct field surveys and reviews as necessary to facilitate design.
 - iv. Liaise and consult with the railway regarding design requirements and restrictions.
 - v. Design and preparation of drawings and specifications for the repairs to the south west parapet wall.
 - vi. Design and preparation of drawings and specifications for the repairs to the center piers and island.
 - vii. Preparation of Tender Documents.
 - viii. Conduct public tender for the works and administration of the tender.
 - ix. Provide contract administration and inspection services for the project.
 - x. Conduct a project close out meeting and submission of as-constructed drawings.
- 2.02 Services to be provided by Client are as follows;
- i. The Client shall provide the consultant all relevant details regarding existing conditions including but not limited to site services, geotechnical information, hydraulic information etc. Dependent on the information available the Engineer may require additional studies. The Engineer shall inform and obtain approval from the Client prior to proceeding with the additional studies. If such studies by the Engineer necessitate additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the Client delays the project then the consultant shall have the right to renegotiate the agreement and comply with the terms of Section 1.08.
 - ii. Assist in communications and coordination with the railway.
 - iii. Provide Traffic Control as requested including labourers to the consultant during their field investigations.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Percentage of Cost Basis

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

3.2.2 Fees Calculated on a Time Basis

3.2.2.1 Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Grade:	<u>Hourly Rate:</u>
Principals	\$150-\$200
General Manager	\$150-\$200
Sr. Engineer	\$120-\$160
Int. Engineers	\$100-\$130
Jr. Engineers (E.I.T.)	\$85-\$115
Sr. Technicians/Technologists	\$80-\$110
Jr. Technicians/Technologists	\$70-\$90
Administrative Staff	\$60-\$80

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.2.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Lump Sum Fee

3.2.3.1 Lump Sum Fee Basis

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of 12% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.
- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.
- d) HST will be added to the Lump Sum Price.

3.2.4 Reimbursable Expenses

In addition to the fee calculated in accordance with section 3.2.2, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

3.2.5 Upset Cost Limit

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of \$42,980 plus applicable taxes.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out. When approving Additional Services, the Client, at its sole discretion, may, in writing, set a limit on the monies that may be permitted for the requested Additional Services.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly)

will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

3.3.2 Fees Calculated on a Percentage of Cost Basis

a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineers' invoice.

b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within 3 months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the 3 months will be undertaken on a time basis.

d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

3.3.3 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12% per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: TULLOCH Engineering Inc.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This 16th Day of May, 2016

Signature	
Name	Mr. Larry Jackson
Title	General Manager of Engineering

CLIENT: THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This 16th Day of May, 2016

Signature		Signature	
Name	Mr. Christian Provenzano	Name	Mr. Malcom White
Title	Mayor	Title	City Clerk

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-56

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and Tulloch Engineering Inc. for professional services for the 2016 biennial inspection of bridges.

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 May 16, 2016 between the City and Tulloch Engineering Inc. for professional services for the 2016 biennial inspection of bridges, 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 16th day of May, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

M.E.A. / C.E.O.
CLIENT / ENGINEER AGREEMENT
FOR
Professional Consulting Services
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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 16th day of May A. D. 2016

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

TULLOCH ENGINEERING INC.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to complete structural inspections of overhead signage and high mast lighting and regulatory agency required inspections of municipal bridge structures greater than 3.0m in span length.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

DEFINITIONS

- a) Engineer - In this Agreement the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.
- b) Services – In this Agreement the word Services shall me the performance of duties or the duties performed or the employment of any duties or work for a person, organization, government, etc.
- c) RFP – Not Applicable
- d) Addenda – Not Applicable
- e) Order of Precedence:
 - i. Addendums
 - ii. Request for Proposal issued
 - iii. Proposal submission document including detailed Work Plan and Fee Estimate

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The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Article 2 (The Services) for the Project under the general direction and control of the Client.

1.2 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.3.

1.3 Staff and Methods

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 Records and Audit

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.

- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

1.8 **Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 **Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 **Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

1.11 **Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) **Additional Coverage**

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 **Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 **Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 **Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 **Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 **Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 **Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party

without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 **Dispute Resolution**

- 1) Negotiation
 - a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grievous party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
 - b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
 - c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.
- 2) Mediation
 - a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
 - b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
 - c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.

- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
 - e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
 - f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client.
- 3) Arbitration
- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
 - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.

- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43.*

1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 **Estimates, Schedules and Staff List**

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.01 Services to be provided by Engineer are as detailed herein;
- i. The Engineer agrees to provide the following services in accordance with Section 1 of Ontario Structural Inspection Manual published by the Ontario Ministry of Transportation and the Highway Bridge Design Code, S6-06. The scope of work includes:
 - a. Inspect 35 Municipal Vehicular Bridge and Water Crossing Structures
 - b. Inspect 11 pedestrian Bridges (includes 2 new structures in the Fort Creek area)
 - c. Prepare Ontario Structure Inspection Manual format reports for each individual Bridge
 - d. Prepare 5 and 10 year Capital Maintenance Program forecasting
 - e. Inspect 34 Overhead Sign Structures (includes Rotary Pillars and arch on Russ Ramsey Way)
 - f. Prepare reports for each individual Overhead Sign Structure
 - g. Inspect North Street Ball Field, Strathclair Sports Complex and John Rhodes Community Center High-mast Lighting Structures
 - h. Prepare report for High-mast Lighting Structures
 - ii. For the purposes of this project, structural inspections include four phases: structure file review, inspection of the structure in the field, completion of the reports, and communication of the findings. Each of these phases shall be completed for successful completion of the project.
 - iii. The Engineer shall review the existing structure inspection files, and become familiar with the documentation on the structures and the respective load analysis for each.
 - iv. The Engineer team will visit each bridge site and perform an inspection according to the Ontario Structural Inspection Manual (OSIM) for a “Routine” inspection. This shall be completed with a visual ‘arm’s length’ inspection.
 - v. The Engineer shall observe all of the bridge components and record their findings on the appropriate OSIM inspection report.
 - vi. The Engineer shall render a professional judgment as to the need for structural analysis or load rating of the given structure. It may also be necessary to recommend temporary load restrictions and/or changes to the inspection frequency. If there is an area of concern that requires it or if a condition exists on a structural component that warrants further investigation in accordance with the OSIM guidelines to determine if the capacity of the element in question is capable of safely carrying the intended loads, the Engineer shall inform the City as soon as the condition is noted in addition to recording the requirement on the inspection form.
 - vii. All documents created by the inspections shall be assembled in both hardcopy format and electronic .pdf file format and presented under cover of a letter stating that the inspections have been performed in accordance with these scope of services, and that all appropriate procedures and guidelines have been followed.

This letter will also have the professional registration seal of the Reviewing Professional Engineer licensed in the Province of Ontario.

- 2.02 Services to be provided by Client are as follows;
- i. The Client shall provide the consultant all relevant details regarding existing conditions including but not limited to site services, geotechnical information, hydraulic information etc. Dependent on the information available, the Engineer may require additional studies. The Engineer shall inform and obtain approval from the Client prior to proceeding with the additional studies. If such studies by the Engineer necessitate additional staff or services, the Engineer shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the Client delays the project, the consultant shall have the right to renegotiate the agreement and comply with the terms of Section 1.08.
 - ii. Provide Traffic Control as requested including labourers.
 - iii. Provide City 'lift' truck and operator as requested.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Percentage of Cost Basis

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

3.2.2 Fees Calculated on a Time Basis

3.2.2.1 Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services **NOT** described in Article 2 (extra work). Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

<u>Grade:</u>	<u>Hourly Rate:</u>
Principals	\$150-\$200
General Manager	\$150-\$200
Sr. Engineer	\$120-\$160
Int. Engineers	\$100-\$130
Jr. Engineers (E.I.T.)	\$85-\$115
Sr. Technicians/Technologists	\$80-\$110
Jr. Technicians/Technologists	\$70-\$90
Administrative Staff	\$60-\$80

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.2.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Lump Sum Fee

3.2.3.1 Lump Sum Fee Basis

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of 12% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) day period from the date of the invoice.
- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.
- d) The Lump Sum amount under this Agreement is \$45,000.00. HST will be added to the Lump Sum Price.

3.2.4 Reimbursable Expenses

In addition to the fee calculated in accordance with section 3.2.3 for extra work, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

3.2.5 Upset Cost Limit

- (a) ~~The Consultant shall be paid a fee, calculated on a time basis, for the Services.~~
- (b) ~~In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.~~
- (c) ~~Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of \$_____ plus applicable taxes made up as follows:~~
 - (i) ~~\$_____ plus applicable taxes for Core Services as described in Schedule A; and,~~
 - (ii) ~~\$_____ plus applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.~~
- (d) ~~Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.~~
- (e) ~~The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.~~

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of ____ percent (____ percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

3.3.2 Fees Calculated on a Percentage of Cost Basis

a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineers' invoice.

b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within 3 months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the 3 months will be undertaken on a time basis.

d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

3.3.3 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12% per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: TULLOCH Engineering Inc.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This 16th Day of May, 2016

Signature	
Name	Mr. Larry Jackson
Title	General Manager of Engineering

CLIENT: THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This 16th Day of May, 2016

Signature		Signature	
Name	Mr. Christian Provenzano	Name	Mr. Malcom White
Title	Mayor	Title	City Clerk

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-57

AGREEMENT: (P2) A by-law to authorize the execution of an Amending Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and Sault Ste. Marie Police Services Board for the Community Policing Partnerships (CPP) Program.

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 DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an Amending Agreement in the form of Schedule "A" hereto effective the 30th day of March, 2016 between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and Sault Ste. Marie Police Services Board for the Community Policing Partnerships (CPP) Program.

2. **SCHEDULE "A"**

Schedule "A" hereto 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 16th day of May, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THIS AMENDING AGREEMENT effective as of the 30th day of March, 2016.

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Community Safety and Correctional Services

(the "Ministry")

- and -

City of Sault Ste. Marie

(the "Recipient")

- and -

Sault Ste. Marie Police Services Board

(the "Board")

WHEREAS in 1998, the Ministry established the Community Policing Partnerships (CPP) Program (the "Program") as part of the government's commitment to make Ontario communities safer by enhancing police visibility;

AND WHEREAS in order to provide funds for the Program for the period that commenced April 1, 2014 and ends March 31, 2016, the Ministry entered into an agreement with the Recipient and the Board (the "Agreement");

AND WHEREAS the Ministry wishes to continue to provide Program funds to the Recipient and the Board for the period commencing April 1, 2016 and ending March 31, 2017;

AND WHEREAS the parties wish to amend the Agreement for this purpose;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1 - AMENDMENTS TO THE AGREEMENT

1.1 *In accordance with section 34.2 of the Agreement, the parties agree to amend the Agreement is as follows:*

(a) Section 1.2 Definition of Funding Year is hereby deleted and replaced with the following:

"Funding Year" means any of Funding Year 1, Funding Year 2 or Funding year 3.

(b) Section 1.2 Definition of Maximum Funds is hereby deleted and replaced with the following:

"Maximum Funds" means \$1,080,000.00.

(c) Section 1.2 Definition of "Funding Year 3" is hereby added:

"Funding Year 3" means the period commencing April 1, 2016 and ending March 31, 2017.

(d) Section 1.2 Definition of Project Completion Date is hereby deleted and replaced with the following:

"Project Completion Date" means March 31, 2015 for Funding Year 1, March 31, 2016 for Funding Year 2 and March 31, 2017 for Funding Year 3.

(e) Section 1.2 Definition of Expiry Date is hereby deleted and replaced with the following:

"Expiry Date" means March 31, 2017, unless terminated earlier pursuant to this Agreement.

ARTICLE 2 – AGREEMENT AS AMENDED IN FULL FORCE AND EFFECT

2.1. The Agreement, as amended by this Amending Agreement, constitutes the entire agreement between the parties and supersedes any and all prior understandings, agreements, negotiations, and discussions between the parties, whether oral or written, relating to the Agreement or Amending Agreement. With the exception of the amendments set out in Article 1 of this Amending Agreement, all other provisions of the Agreement, as amended, and the schedules thereto shall remain unchanged and in full force and effect.

THE PARTIES HAVE EXECUTED THE AGREEMENT ON THE DATES SET OUT BELOW.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Community Safety and
Correctional Services**

Stephen Waldie
Director
Pursuant to Delegated Authority

Date

City of Sault Ste. Marie

Name: Christian Provenzano May 16, 2016
Title: Mayor Date
We ~~I~~ have authority to bind the Recipient.

Witness Name
XXXXXX

Name: Malcolm White May 16, 2016
Title: City Clerk Date

Sault Ste. Marie Police Services Board

Name:
Title:
I have authority to bind the Board.

Witness Name

Name:
Title:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-58

AGREEMENT: (P2) A by-law to authorize the execution of an Amending Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and Sault Ste. Marie Police Services Board for the Safer Communities – 1,000 Officers Partnership Program.

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 DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an Amending Agreement in the form of Schedule "A" hereto effective the 30th day of March, 2016 between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and Sault Ste. Marie Police Services Board for the Safer Communities – 1,000 Officers Partnership Program.

2. **SCHEDULE "A"**

Schedule "A" hereto 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 16th day of May, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THIS AMENDING AGREEMENT effective as of the 30th day of March, 2016.

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Community Safety and Correctional Services

(the "Ministry")

- and -

City of Sault Ste. Marie

(the "Recipient")

- and -

Sault Ste. Marie Police Services Board

(the "Board")

WHEREAS in 2003, the Ministry established the Safer Communities – 1,000 Officers Partnership (1,000 Officers) Program (the "Program") as part of the government's commitment to make Ontario communities safer by enhancing police visibility;

AND WHEREAS in order to provide funds for the Program for the period that commenced April 1, 2014 and ends March 31, 2016, the Ministry entered into an agreement with the Recipient and the Board (the "Agreement");

AND WHEREAS the Ministry wishes to continue to provide Program funds to the Recipient and the Board for the period commencing April 1, 2016 and ending March 31, 2017;

AND WHEREAS the parties wish to amend the Agreement for this purpose;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1 – AMENDMENTS TO THE AGREEMENT

1.1 *In accordance with section 34.2 of the Agreement, the parties agree to amend the Agreement is as follows:*

(a) Section 1.2 Definition of Funding Year is hereby deleted and replaced with the following:

"Funding Year" means any of Funding Year 1, Funding Year 2 or Funding year 3.

(b) Section 1.2 Definition of Maximum Funds is hereby deleted and replaced with the following:

"Maximum Funds" means \$1,680,000.00.

(c) Section 1.2 Definition of "Funding Year 3" is hereby added:

"Funding Year 3" means the period commencing April 1, 2016 and ending March 31, 2017.

(d) Section 1.2 Definition of Project Completion Date is hereby deleted and replaced with the following:

"Project Completion Date" means March 31, 2015 for Funding Year 1, March 31, 2016 for Funding Year 2 and March 31, 2017 for Funding Year 3.

(e) Section 1.2 Definition of Expiry Date is hereby deleted and replaced with the following:

"Expiry Date" means March 31, 2017, unless terminated earlier pursuant to this Agreement.

ARTICLE 2 – AGREEMENT AS AMENDED IN FULL FORCE AND EFFECT

2.1. The Agreement, as amended by this Amending Agreement, constitutes the entire agreement between the parties and supersedes any and all prior understandings, agreements, negotiations, and discussions between the parties, whether oral or written, relating to the Agreement or Amending Agreement. With the exception of the amendments set out in Article 1 of this Amending Agreement, all other provisions of the Agreement, as amended, and the schedules thereto shall remain unchanged and in full force and effect.

THE PARTIES HAVE EXECUTED THE AGREEMENT ON THE DATES SET OUT BELOW.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Community Safety and
Correctional Services**

Stephen Waldie
Director
Pursuant to Delegated Authority

Date

City of Sault Ste. Marie

Name: Christian Provenzano _____
Title: Mayor _____
We *I have authority to bind the Recipient.*

May 16, 2016

Name: Malcolm White _____
Title: City Clerk _____

Date

Sault Ste. Marie Police Services Board

Name:
Title:
I have authority to bind the Board.

Date

Witness Name

Name:
Title:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-59

TAXES: (T1.2) A by-law to provide for the adoption of recovery percentage for the 2016 taxation year.

WHEREAS Section 330 of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended provides that the Council of a local municipality may pass a by-law to establish recovery percentages for the 2016 Taxation Year;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie pursuant to the *Municipal Act*, as amended **ENACTS** as follows:

1. RECOVERY PERCENTAGES

The Municipal recovery percentages set out below are hereby adopted.

<u>Property Tax Class</u>	<u>Tax Recovery Percentage</u>	<u>Retained Percentage</u>
<u>Retained</u>		
Commercial	68.8401%	31.1599%
Industrial	60.4996%	39.5004%
Multi-Residential	100.0000%	0.0000%

2. EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of May, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-60

AGREEMENT: (F1.3) A by-law to authorize the execution of a Service Agreement between the City and HITEC Group Inc. to provide TTY Services (TextNet).

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 DOCUMENTS

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Service Agreement in the form of Schedule "A" hereto dated the 16th day of May, 2016 between the City and HITEC Group Inc. for TTY Services (TextNet).

2. SCHEDULE "A"

Schedule "A" hereto 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 16th day of May, 2016

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

This SERVICE AGREEMENT (hereinafter referred to as "AGREEMENT") authorizes HITEC Group Inc., (hereinafter referred to as "Carrier"), to provide TEXTNET™ TTY and Internet service for Customer or its authorized agent (hereinafter referred to as Customer"). This Agreement consists solely of the following parts: Service Order Form; these terms and conditions; any applicable FCC and state Tariffs filed by Carrier from time to time, any applicable terms and conditions for interstate and international services posted at www.textnet.net; and, any applicable Service Addendum (e.g. Internet Service Agreement). In the event of any conflict between any of the terms of the Agreement, the following order of precedence will apply: (i) the applicable Tariff (ii) Service Order Form (iii) the applicable service addendum.

Term

The Term of this Agreement shall be as set forth in the "Service Information" section on the reverse side of this Agreement and shall commence on the first invoice date for the applicable service ("Term") and shall automatically renew for an additional Term unless either party, in writing to the other party gives notice of termination at least ninety (90) days prior to expiration of the initial Term or any renewal Term. Customer shall not remove any TTY, Internet or other services listed in this agreement during the Term; this will be considered a material breach of the Agreement. This Agreement is subject to final approval by Carrier and shall not be modified unless in writing signed by both parties. All rates for service shall be provided at Carrier's rate plans. Customer shall accept full responsibility and liability for all calls made by Customer's Users from Customer location or any other location where a Customer's User logs into the TEXTNET Service.

Rate Guarantee

Carrier will guarantee Customer that the long distance and Internet will remain the same or lower for the Term except as outlined below. Competitive pricing is guaranteed during the Term subject to the conditions below. If after year one, customer receives a written proposal with a lower rate for TEXTNET from a tariffed carrier on that carrier's letterhead in year two or three, then Customer must fax a copy of that proposal to Carrier at 630.654-9219 within fifteen (15) days following the thirteenth (13), twenty-fifth (25) or thirty-sixth (36) invoice date. HITEC will meet, within thirty (30) days, the proposed rate for TEXTNET services only or release Customer from this Agreement.

Cancellation/Default

Carrier may, without notice, discontinue service or cancel an application for services without incurring any liability for any of the following reasons: (a) Non-payment by Customer of any sum more than thirty (30) days past due; (b) A violation by Customer of any law, rule or regulation of any governing authority having jurisdiction over this service; (c) Prohibition against Carrier furnishing services by order of a court or government authority having jurisdiction over this service; (d) For usage by Customer beyond the credit limit; (e) If Customer provides false or misleading Customer credit information; or, (f) If Customer's billing is less than \$25.00 USD for three consecutive months.

Liquidated Damage

In the event Customer cancels or defaults under the terms of this Agreement, Customer shall be liable to Carrier for an amount equal to the average monthly billing which includes TEXTNET, additional usage minutes, Internet services and monthly recurring charges if applicable (based on the three highest month's average over the six month's prior to cancellation or default, or if termination occurs prior to the sixth month, then the average of actual monthly usage prior to termination) times the number of

months remaining in the Term to include one renewal period. Customer will also be liable for all collection costs to include attorney's fees, and all other costs associated with collection. Customer agrees that this provision is a reasonable calculation of Carrier's damages in the event of early termination.

Invoices & Payments-Canada

Invoices for TEXTNET services for customers residing in Canada will be generated by and payments shall be made in Canadian dollars to the Canadian TEXTNET agent:

Hall Telecommunications
5477 RR5 Hwy 6 North
Guelph, Ontario, Canada
N1H6J2
Tel: 1-800-265-2667

Invoicing will commence a maximum of 60 days from the authorization date on previous page.

Disputes

If notice of a dispute as to charges is not received in writing by Carrier, within thirty (30) days after date of invoice, such invoice shall be deemed to be correct and binding upon Customer. In the event that Customer disputes any portion of a TEXTNET invoice, Customer must timely pay the undisputed portion of the invoice and submit a written claim for the disputed amount. All claims must be received by Carrier within thirty (30) days of receipt of the disputed invoice. Customer acknowledges that it is able to and that it is reasonable to require Customer to dispute invoices within that time frame, and Customer therefore waives any right to dispute charges not disputed within the time frame set forth above. For those Customers only required to provide a credit card to secure payment, if Customer does not pay an invoice when due, Carrier, at its discretion, may debit the Customer's credit card number for the full amount of the invoice plus any late charges that may apply. A charge of \$60.00 USD will be made on any insufficient fund check to Carrier on Customer's account (Unless prohibited by law or tariff).

Reinstatement of Account

A restoration fee of \$50.00 USD plus payment of all outstanding bills will be required to reestablish service if service is discontinued under this Agreement for late or non-payment.

Order Cancellation

If Customer cancels a TEXTNET services order, Internet service (e.g. DSL, T-1) prior to turn-up of that order, then Customer shall be responsible for any and all installation fees and costs incurred by Carrier with such order.

Liability

Carrier shall not be liable for any act or omission of any other company or companies furnishing communication or Internet service to Customer. CARRIER IS NOT LIABLE FOR MAINTENANCE, PERFORMANCE OR INSTALLATION OF ANY CUSTOMER PREMISES EQUIPMENT. Carrier is not liable for any acts or claims made by authorized Independent Agents unless they are expressly approved by an officer of the Carrier, in writing, or contained in a document provided by Carrier.

Usage Indemnity

Customer shall indemnify and hold Carrier harmless against: a) Claims for libel, slander, infringement or copyright or unauthorized use of any trademark, or service mark arising out of the material, data, information or other content transmitted by or on behalf of Customer over the Carrier's facilities; b) Claims for patent infringement arising from combining or connecting to the Carrier's facilities with apparatus

and systems of the Customer; and, c) All other claims arising out of any act or omission of Customer in connection with any service provided by Carrier.

Indemnity

In addition to terms of the Federal and state tariffs, Carrier shall not be liable for, and shall be fully indemnified and held harmless against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary, or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the customer under this tariff; or for any act or omission of the customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Carrier, if not directly caused by the negligence of Carrier.

Customer Obligations

Customer agrees that it will: a) prepare Customer site for and accept delivery of any software or equipment before the requested Service start date; b) provide reasonable access for Carrier to install, maintain or remove any equipment; c) be responsible for any CPE used with each Service and reimburse Carrier if such CPE causes any damage to Carrier network; d) not resell the Service in any manner without prior written consent; and, e) use Service in accordance with all applicable laws and regulations. Customer agrees to keep this Agreement confidential and not to disclose the pricing or other terms to any third party. Customer understands that any failure on his/her part to abide by the terms of this Agreement would constitute a breach of contract thus causing the Customer to be liable for Liquidated Damages, plus, legal fees, and other costs of enforcing this Agreement. In addition, Carrier may specifically enforce this Agreement by injunctive or other equitable relief.

This agreement may be assigned at Carrier's sole option. In the event of Carrier's sale, merger or other events the contractual obligation of customer will stay in force to Carrier's successor or assignee. Customer agrees to timely execute any documents or authorizations that a regulatory agency may require to effectuate such an assignment. No changes or modification to these terms and conditions shall be effective unless agreed to by a duly authorized officer of Carrier either by initials or by proper amendment.

Choice of Law and Venue. This Agreement shall be subject to the Personal Information Protection and Electronic Documents Act, S.C. 200 and interpreted in accordance with the substantive laws of the Province of Ontario, Canada, without regard to choice of law principles.

Signature

Company

Date

Please mail original signed agreement to:
Hall Telecommunications Supply Ltd.
ATTN: Customer Service

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-61

AGREEMENT: (E2.2) A by-law to authorize the execution of a contract between the City and 1531161 Ontario Inc. o/a Boyer Construction for the reconstruction of Francis Street from Wellington Street to Railroad Avenue and two miscellaneous sewer projects (Contract 2016-3E).

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 contract between the City and 1531161 Ontario Inc. o/a Boyer Construction for the reconstruction of Francis Street from Wellington Street to Railroad Avenue and two miscellaneous sewer projects (Contract 2016-3E), 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 16th day of May, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2016-3E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 16th day of May in the year 2016 by and between
hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

RECONSTRUCTION OF FRANCIS STREET
SANITARY MAIN ON HAVILAND CRESCENT
STORM MAIN ON SUMMIT AVENUE
CONTRACT 2016-3E

Which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, RPP, Commissioner of Engineering & Planning acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

THE CONTRACTOR: 1531161 Ontario Inc. o/a Boyer Construction
53 Gran Street
Sault Ste. Marie, ON P6A 5K9

THE OWNER: Mr. Jerry D. Dolcetti, RPP
Commissioner, Engineering & Planning
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Facsimile 705-541-7165

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - CHRISTIAN PROVENZAN

(seal)

CITY CLERK – MALCOLM WHITE

THE CONTRACTOR

1531161 Ontario Inc. o/a Boyer Construction

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-62

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Francis Street from Wellington Street to Railroad Avenue for the reconstruction of Francis Street and Summit Avenue from Pim Street to Bellevue Avenue for the two miscellaneous sewer projects from June 1st, 2016 until October 31st, 2016.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. TEMPORARY STREET CLOSING OF FRANCIS STREET AND SUMMIT AVENUE

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Francis Street from Wellington Street to Railroad Avenue for the reconstruction of Francis Street and Summit Avenue from Pim Street to Bellevue Avenue for the two miscellaneous sewer projects from June 1st, 2016 until October 31st, 2016.

2. EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of May, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-63

PROPERTY ACQUISITION: (Map 16) A by-law to authorize the City's acquisition of property located at civic 127 and 129 Gore Street (Payette).

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 16th day of May, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

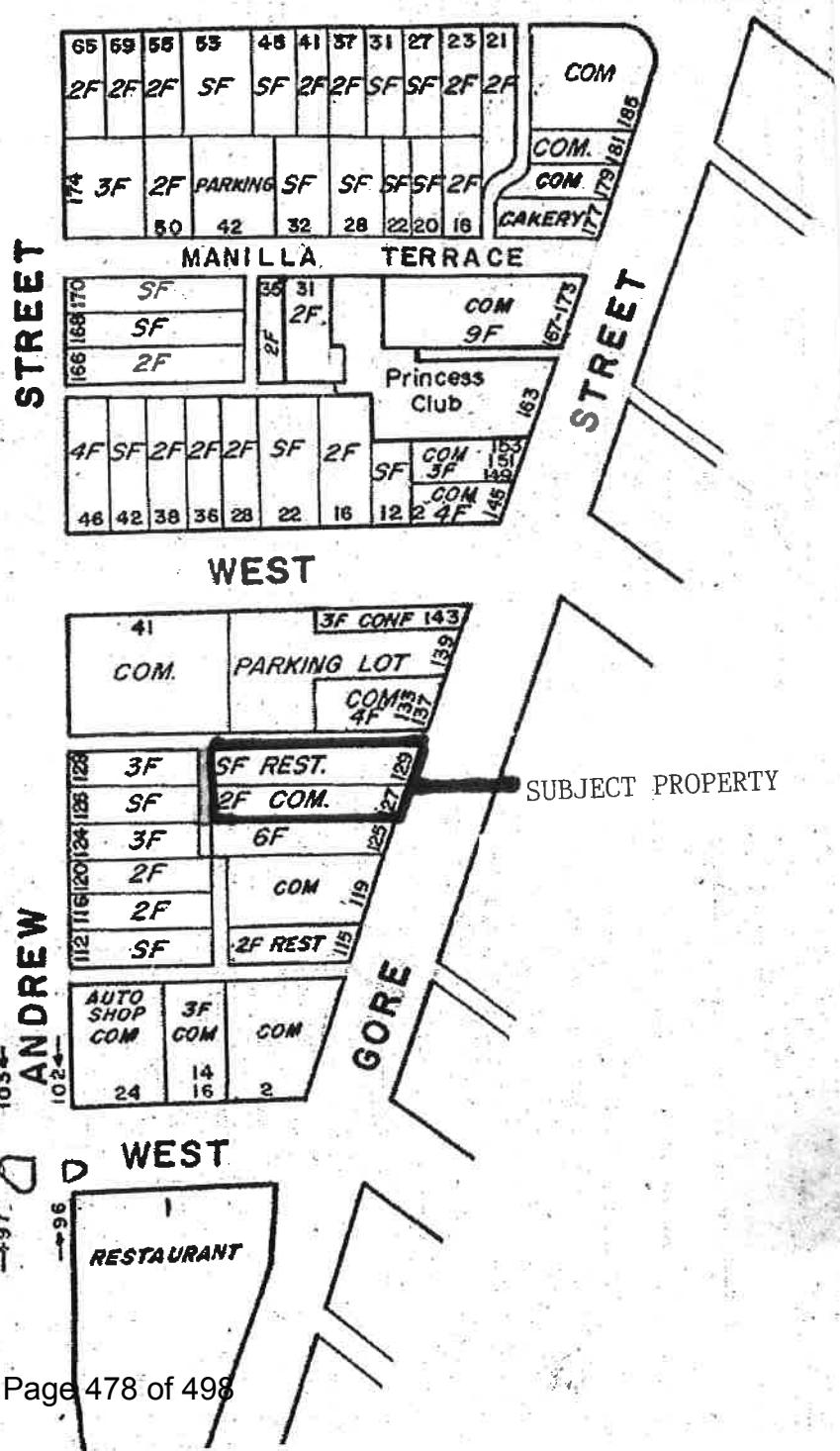
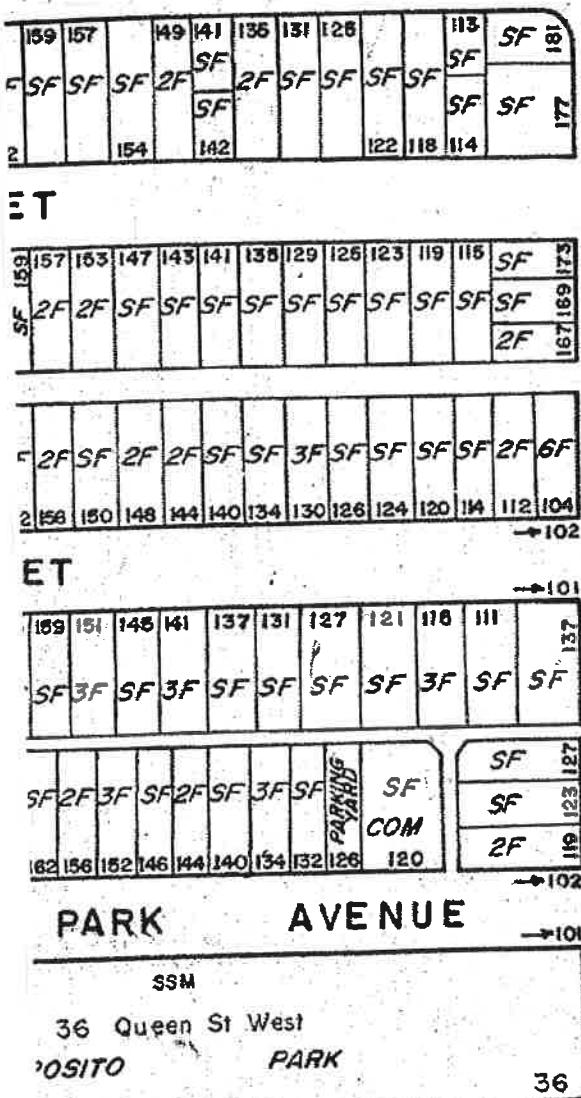
SCHEDULE "A" TO BY-LAW 2016-63

PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: DARRELL ALLEN PAYETTE

ADDRESS: 127 and 129 GORE STREET, SAULT STE. MARIE, ONTARIO
LEGALLY DESCRIBED AS: PIN 31576-0241 (LT) LT 14-15
PL 3599 ST. MARY'S; SAULT STE. MARIE

CONSIDERATION: \$99,000.00
(subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-64

AGREEMENT: (P5) A by-law to authorize the execution of an agreement between the City and Elliott Engineering Inc. for professional services for the assessment, design and contract administration for five (5) roofs.

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 May 5, 2016 between the City and Elliott Engineering Inc., a copy of which is attached as Schedule "A" hereto. This agreement is for professional services for the assessment, design and contract administration for five (5) roofs.

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 16th day of May, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 5th day of May
A.D. 2016

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PART OF THE FIRST PART
AND
ELLIOTT ENGINEERING INC.

Hereinafter called the 'Consultant'

THE PART OF THE SECOND PART

WHEREAS the Client intends to:

Provide all engineering design, details, working drawings and project management (incl. administration) for
'Professional Services – Roof Projects'

Hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

CITY CONTRACT NO. 216FNC-01-P

ELLIOTT ENGINEERING INC. PROJECT NO. E16025

AGREEMENT CONTENTS

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ARTICLE 1 – GENERAL CONDITIONS

1.1 RETAINER

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word ‘Consultant’ shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.2 SERVICES

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as charged, altered or added to under Section 1.8 are hereinafter called the ‘Services’.

1.3 COMPENSATION

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3.

1.4 STAFF AND METHODS

The Consultant shall use current state of the art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant’s staff.

1.5 DRAWINGS AND DOCUMENTS

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client may be used by the Client, for the Project herein described, including “record drawings”. The Client has ownership of the drawings and the client indemnifies the Consultant for unauthorized use of the documents and deliverable.

1.6 INTELLECTUAL PROPERTY

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.7 RECORDS AND AUDIT

In order to provide data for the calculation on fees on a time basis for additional works request or required (out side of agreed upon stipulated price), the Consultant shall keep a detailed record of hours worked by staff employed for the project.

- A)** The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item that the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- B)** The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.8 CHANGES AND ALTERATIONS AND ADDITIONAL SERVICES

With the consent of the Consultant, the Client may in writing at any time after the execution of the Agreement or the commencement of the services, delete, extend, increase vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2. In the event that the Client delays the project then the Consultant shall have the right to renegotiate the agreement.

1.9 SUSPENSION OR TERMINATION

Either party may at any time by notice in writing suspend or terminate the Services or any portion thereof of any stage of the undertaking. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 INDEMNIFICATION

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages or every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defence arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client with this project.

1.11 INSURANCE

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant for Clients damages.

A) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be **\$2,000,000** for general liability and **\$1,000,000** for automobile insurance. When requested the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (inclusive limits) for both owned and non-owned vehicles.

B) Professional Liability Insurance

The Insurance Coverage shall be in the amount of **\$1,000,000** per claim and **\$ 1,000,000** in the aggregate. When requested the Consultant shall provide to the Client proof of

Professional Liability Insurance carried by the Consultant, and in accordance with PEO Act, 2010 and Regulations therein.

C) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until (60) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 CONTRACTING FOR CONSTRUCTION

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 ASSIGNMENT

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 PREVIOUS AGREEMENTS

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 APPROVAL BY OTHER AUTHORITIES

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 PRINCIPALS AND EXECUTIVES

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (b).

1.17 SUB-CONSULTANTS

The Consultant may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 INSPECTION

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 PUBLICATION

The Consultant agrees to obtain consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 CONFIDENTIAL DATA

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the Client in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without the approval of the Client.

1.21 DISPUTE RESOLUTION

- a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the project or in the business or other affairs of either the Client or the Consultant.
- c) The award of the arbitrator shall be final and binding upon the parties.
- d) The provisions of the Arbitrator's Act, R.S.O. 1980, Chapter 25, as amended shall apply.

1.22 TIME

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 FEES, SCHEDULES AND STAFF LISTS

1.23.1 Fees, Schedule or Progress and Staff List

When requested by the Client, the Consultant shall provide, for approval by the Client:

- a) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- b) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis for additional works required or requested, shall be provided as required. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the

Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client. A Project staff list and a Confidential schedule of 2016 Calendar year rates is attached as Appendix 'A'.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- a) Any increase in the quoted fees.
- b) Any change in the schedule at progress that results in a longer period than provided in Sub-section 1.23.1 a).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 b).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 ADDITIONAL CONDITIONS

1.24.1 Electronic Data files and cad files

The Consultant will deliver to the Client (electronically or on tangible electronic storage media or otherwise) certain Cad files or electronic data files (the "Files") prepared by the Consultant solely for its own use in respect of the project. It is acknowledged that due to the nature of such electronic "Files", information contained therein could inadvertently be altered or erased by any person having access to them. Therefore, the Consultant gives no warranty or condition to the Client with respect to the Files and the data contained therein. The Files will not be stamped, certified or signed by the Consultant. Any use of the Files by the Client will be at the sole risk of the Client.

ARTICLE 2 – SERVICES

2.1 SERVICES TO BE PROVIDED BY CLIENT

- 2.1.1** Instruct the Consultant fully as to the Client's requirements and make available to the Consultant all relevant information the Consultant requires, including design objectives, constraints and criteria, special equipment and systems, site requirements, and project budget. The Consultant shall be entitled to rely upon the accuracy and completeness of all such information and data furnished through the client, or the client's Consultants, whether such Consultants are engaged at the Consultant's request or not.
- 2.1.2** Engage others directly, where required by the Consultant, to perform the specialized services necessary to enable the Consultant to carry out fully the Consultant's duties. The retention of such specialized services by the client shall be subject to the joint approval of the client and the Consultant.
- 2.1.3** Give the Consultant the authority to act as the Client's agent in all matters falling within the scope of the Consultant's services.
- 2.1.4** Review promptly all documentation submitted by the Consultant, and inform the Consultant of decisions in time for the orderly progress of the Consultant's services and of the project.

- 2.1.5** Obtain and pay for all required consents, approvals, licenses, and permits from authorities having jurisdiction.
- 2.1.6** Arrange and make provision for the Consultant's entry and access to public and private property and the project site in the performance of the duties.
- 2.1.7** Arrange and pay for tender advertising and any legal, financial or insurance advice required for the project.
- 2.1.8** Designate in writing a representative to have authority to transmit instructions to, and receive information from, the Consultant, and advise the Consultant in advance if this representative is to be changed.
- 2.1.9** Notify the Consultant immediately, whenever the client, or the client's representative, becomes aware of a defect or deficiency in the work or the contract documents.
- 2.1.10** Provide survey information, property fabric and materials testing.

2.2 SERVICES TO BE PROVIDED BY CONSULTANT

- 2.2.1** Attend meetings to obtain full information on existing and proposed municipal services, roads and other facilities and determine the municipality's standard criteria for design.
- 2.2.2** Provide preliminary design for each roof and the intended materials and methods. These designs shall be the basis for the complete and final tender and construction documents, to which the client shall grant approval and or acceptance.
- 2.2.3** Provide final design plans and detail drawings. As such these documents shall be used for the final tender and construction documents as per item 2.2.2.
- 2.2.4** Prepare specifications documents that shall be used for the final tender and construction documents as per item 2.2.2.. Special Provisions will be provided for standards that may not be in a standard specifications or that may require modification for this project(s).
- 2.2.5** Contract document agreement between the Client and the contractor shall be made up of CCDC-2, 2008 inclusive of General Conditions and will be prepared including information to Tenderer's, a Form of Tender with Unit Quantities, Article of Agreement and Special Provisions.
- 2.2.6** The Consultant will provide to the Client, tender evaluations and recommendations on award.
- 2.2.7** The Consultant will provide general review during construction providing interpretation of the drawings and specifications, review the construction schedule, advise on the issue of change orders, issue progress certificates for the Clients acceptance, make periodic site visits, attend job meetings.
- 2.2.8** Provide staff as required to determine if work is being carried out in accordance with the Contract Documents, communicate deficiencies in the work, arrange for materials testing and inspect materials and workmanship, record field information, maintain records for payments.
- 2.2.9** Post-Construction services include review of deficiencies during guarantee period, final acceptance and preparation of record drawings.

2.3 FEE – SCOPE DEFINITIONS

For purposes of Fees, Disbursements and Costing, the work will generally be broken into sub-sections and Mile-Stones of work, as follows:

2.3.1 Section 1- Project Services

Start-up services and project details acquisition.

2.3.2 Section 2- Design Services

Preliminary design and layouts, detailed design, final drawings and specifications, evaluations of tenders and recommendations for the awarding of the contract.

2.3.3 Section 3- General Review Services

General review during construction & contract administration.

2.3.4 Section 4- On Site Review

On-Site review staff during construction.

ARTICLE 3 – PAYMENT PROCESS

3.1 BASIS OF PAYMENT

3.1.1 Fee Basis Payment Defined

- i) The Client shall pay the Consultant's fees which are based upon the amount forwarded at the time of the Request For Proposal. The sum of which is fixed, outside of any additional work requested or required and agreed upon by the Client and the Consultant as per Subsection 1.23.

3.2 PAYMENT

3.2.1 Fees Limits and Additional Works / Time Basis for Additional Works

- i) The Consultant shall submit an invoice to the Client for all Services completed as additional to the original contract. Those fees shall be based upon the hourly time and those rates attached in the appendix of this document.
- ii) Upon Termination or Suspension the Client shall pay to the Consultant monies based upon hours worked as to the rates noted within Appendix 'A'. The Client may request time sheets. The paid amount shall not exceed the Lump Sum Fee.
- iii) The Consultant shall be allowed to increase their Lump Sum amount for disbursement items agreed upon by the Client and the Consultant resultant from items requested or required or due to additions of the contract. The Consultant shall provide a break down of charges and fees as requested by the Client.

3.2.2 Fee Limit – Final Fee

- i) The Lump Sum for completion of design services as outlined in above document notwithstanding any additional works requested or required (as agreed upon by both parties) is **\$43,000.00+HST**.

CONTRACT SIGNATURES

CONSULTANT:

Elliott Engineering Inc.
35 Cedar Street, Unit 2
Sault Ste. Marie, Ontario
P6B 2J2



.....
2016-05-05

Signature – Stan Elliott, P. Eng, President. .

Date



.....
2016-05-05

WITNESSED BY:

Signature – Patrick Giunti, Project manager

Date

CLIENT:

The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N1

Mayor – Mr. Christian Provenzano

Date

Clerk – Mr. Malcolm White

Date

WITNESSED BY:

Signature
Title

Date

APPENDIX 'A'

Design Team

Mr. Stan Elliott, P.Eng – Senior Design Engineer

Mr. Stan Elliott is a senior design Engineer with an extensive background in Engineering and construction.

Graduated: May 1997, Lakehead University, Bachelor of Engineering

Qualified as Professional Engineer in July 2001

Currently licensed in Ontario, Saskatchewan, Nunavut and North West Territories

Canadian Welding Bureau CAN/CSA W178.2 level II visual welding inspector

Ontario Ministry of Municipal Affairs and Housing, Large Buildings, Structural, and Legal certificates.

Mr. Elliott has worked on both small and large commercial, institutional and industrial projects for a variety of clients. Prior to entering the engineering field Mr. Elliott served a carpenter apprenticeship. That field experience has proven to be a valuable asset to the firm. Mr. Elliott is design Engineer, he is able to develop new concepts and deliver solutions. The type of engineering experience at Elliott Engineering Inc includes new buildings, additions to existing buildings of all styles, bridge inspection, bridge rehabilitation, shoring design, piling design, foundation design, overhead cranes, wood structure design and concrete structure design on a variety of industrial, commercial and institutional projects. For over 20 years Mr. Elliott has utilized finite element analysis (FEA) as a tool where appropriate for complicated design tasks unable to be analyzed using conventional methods. Mr. Elliott in a specialist in 3D design.

Mr. Aaron Elliott, B.Eng, EIT, Junior Design Engineer

Mr. Aaron Elliott is a junior design Engineer with an growing background in Engineering and construction. Mr. Elliott is bilingual in French, he is able to read and write in French.

Graduated: May 2013, McMaster University, Bachelor of Engineering

Working towards registration as Professional Engineer in May 2017

Mr. Elliott has worked for Elliott Engineering Inc. for almost 10 years in varying levels of responsibility. Mr. Elliott is a 3D specialist in the use of Revit, Inventor and other software. Mr. Elliott has significant site experience and is a very competent inspector. As a junior design Engineer, Mr. Elliott compliments our team with core knowledge in Engineering materials and design.

Mr. Pat Giunti, Senior Designer, Project Manager

Attended Sault College Architectural Technician program, 1987-1989

Mr. Giunti has worked for various Engineers and industrial fabricators. He has gained through his time in the field a wealth of experience. Previous employers include STEM Engineering Group, Kresin Engineering, Superior Industrial Rail, St. Mary's Paper, and Trivers Engineering. He has worked on both large and small projects within various disciplines and with functions as a contract manager, project coordinator and

architectural designer. Mr. Giunti also functions as an overseer in the office reviewing drawings that are to be issued for construction on a majority of projects.

Mr. Shane Gillespie, Senior Civil / Mechanical Designer

Graduated Civil Technology (3 year program), Sault College, 1998.

Mr. Gillespie is a senior mechanical / civil designer with an extensive background in industrial, structural and civil works, including industrial, commercial and institutional projects within the city of Sault Ste. Marie and local areas. His previous employers include companies such as Rowswell Engineering, STEM Engineering and Palmer Construction Group, to which he was utilized as a lead designer to develop project layouts and develop specialized equipment. Mr. Gillespie has worked at many levels of the construction and engineering fields from layout, design, plan development and onsite review and coordination. Mr. Gillespie is an accomplished surveyor utilizing our in house Leica and Carlson survey tools. Currently Mr. Gillespie has extensive experience with such software as AutoCad, Inventor, Eagle Point, Carlson, Civil 3D and TEKLA.

Rates

Senior Engineer (P.Eng)	\$140.00 / hr
Junior Engineer (EIT)	\$100.00 / hr
Senior Tech	\$95.00 / hr

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-67

FINANCE: (F1.1) A by-law to amend By-law 2016-3 (User Fees and Service Charges by-law).

WHEREAS Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, states that despite any Act, a municipality and local board may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by or on behalf of it, and, for the use of its property including property under its control;

AND WHEREAS it is deemed necessary to charge user fees and service charges;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby pursuant to Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended **ENACTS** as follows:

1. SCHEDULE “D” TO BY-LAW 2016-3 AMENDED

Schedule “D” to By-law 2016-3 is hereby amended by adding the following:

“TAX ACCOUNT TITLE SEARCHES	2015 Current Fee	2016 Proposed Fee	HST
Title searches for property in arrears	n/a	\$50.00	none”

2. SCHEDULE “E” TO BY-LAW 2016-3 AMENDED

Schedule “E” to By-law 2016-3 is hereby amended by:

(a) deleting the following:

“BURNING PERMITS	2015 Current Fee	2016 Proposed Fee	HST
New (First) Burning Permit	\$25.00	\$25.00	No
Burning Permit – Annual Renewal	\$15.00	\$15.00	No
Burning Permit – Weekly Fee	\$10.00	\$10.00	No

(b) adding the following:

	2015 Current Fee	2016 Proposed Fee	HST
"BURNING PERMITS New (First) Burning Permit Initial Inspection + 3 year Renewal	\$25.00	\$75.00	No
Burning Permit –Renewal 4 yr	\$15.00	\$60.00	No
Burning Permit – Annual	\$10.00	\$30.00	No"

3. **EFFECTIVE DATE**

This By-law takes effect on the day of its final passing.

PASSED in open Council this 16th day March, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2015-211

LANE CLOSING: (Map 15) A by-law to stop up, close and authorize the conveyance of a lane in the Elkins Subdivision, Plan 7545.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2015-210;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to *the Municipal Act, 2001*, S.O. 2001, **ENACTS** as follows:

1. LANE CLOSED

The lane more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. LANE DECLARED SURPLUS

The lane more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

3. EXECUTION OF DOCUMENTS

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

4. EASEMENTS TO BE RETAINED

The lane is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the lane more particularly described in Schedule "A" to this by-law.

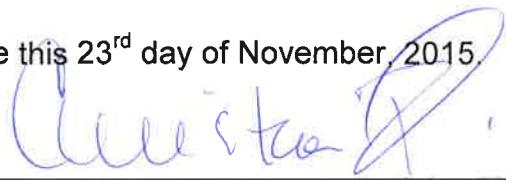
5. SCHEDULE "A"

Schedule "A" forms a part of this by-law.

6. EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

READ the **FIRST** and **SECOND** time this 23rd day of November, 2015



MAYOR – CHRISTIAN PROVENZANO



CITY CLERK – MALCOLM WHITE

LEGAL\STAFF\BYLAWS\1. 2015\2015-211 ELKINS SUBDIVISION LANE STOP UP CLOSE
AND SELL.DOC

READ a THIRD time and finally PASSED in open Council this 16th day of May, 2016 after notice thereof had been published once a week for two consecutive weeks and after the Council had met to hear every person who had applied to be heard.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2. 2015-1969\2015\2015-211 ELKINS SUBDIVISION LANE STOP UP CLOSE AND SELL
THIRD READING.DOC

