

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

Monday, August 13, 2018

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	14 - 28
Mover Councillor S. Hollingsworth	
Seconder Councillor F. Fata	
Resolved that the Minutes of the Regular Council Meeting of 2018 07 16 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 S. Myers	
Seconder Councillor M. Bruni	
Resolved that the Agenda for 2018 08 13 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Sovereign's Medal for Volunteers	
Micheline Findlay	
Steven Mullins	
5.2 CEMa (APG) Energy Storage Project	29 - 41

Rob Brewer, President, CEO – PUC Services Inc.

6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda

Mover Councillor S. Myers

Seconder Councillor M. Bruni

Resolved that all the items listed under date 2018 08 13 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 Council Travel

Mover Councillor S. Myers

Seconder Councillor M. Bruni

Resolved that Councillor S. Butland be authorized to travel to Ottawa for two days in August for the AMO Conference at an estimated cost to the City of \$1,500

Mover Councillor S. Myers

Seconder Councillor M. Bruni

Resolved that Mayor C. Provenzano be authorized to travel to North Bay for 2 days in September for the Northern Ontario Business Awards at an estimated cost to the City of \$545

6.2 Second Quarter Financial Report – June 30, 2018

42 - 60

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

Mover Councillor S. Myers

Seconder Councillor M. Bruni

Resolved that the report of the Manager of Audits and Capital Planning dated 2018 08 13 concerning Second Quarter Financial Report to June 30, 2018 be received as information.

6.3 RFP – Utility Upgrades – Fort Creek Aqueduct Reconstruction

61 - 62

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

Mover Councillor S. Hollingsworth

Seconder Councillor F. Fata

Resolved that the report of the Manager of Purchasing dated 2018 08 13 be received and that the proposal submitted by Union Gas Ltd. to share the cost of gas main relocation on a sole source basis at a net cost to the City of \$31,615 be approved.

6.4 Canadian Bushplane Heritage and Forest Fire Education Centre Economic

63 - 64

Development Fund Agreement

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

The relevant By-law 2018-177 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.5	Industrial Technology Benefits (ITB) Capacity Building Program – Economic Development Fund Request	65 - 82
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A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Bruni

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received and the request for funding from the SSM Economic Development Corporation for the Industrial Technology Benefits (ITB) Capacity Building Program project in the amount of \$50,000 from the Economic Development Fund be approved.

6.6	Historic Sault Ste. Marie Métis Council EDF Application	83 - 168
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A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.

Mover Councillor S. Myers

Seconder Councillor F. Fata

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received and the request for funding from the Historic Sault Ste. Marie Métis Council in the amount of \$30,000 from the Economic Development Fund to renovate and repurpose three buildings located at 134 John St., 136 John St., and 138 John St., to create a new, accessible and financially self-sustaining Métis Cultural Centre be approved.

6.7	John Rhodes Community Centre Restaurant	169 - 171
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A report of the Director, Community Services, Community Development and Enterprise Services is attached for the consideration of Council.

The relevant By-law 2018-179 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.8	Plaque Commemorating Algoma Central Engine House National Historic Site	172 - 173
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A report of the Manager of Recreation and Culture is attached for the consideration of Council.

The relevant By-law 2018-167 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.9	Renewal of Agreement – Sault Ste. Marie Museum	174 - 181
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2018-175 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.10	Municipal By-Law Enforcement Officers	182 - 184
	A report of the Manager of Transit and Parking is attached for the consideration of Council.	
	The relevant By-law 2018-174 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.11	Rental Housing Incentive Program – 10	185 - 188
	A report of the Director of Planning and Enterprise Services is attached for the consideration of Council.	
	Mover Councillor S. Myers Seconder Councillor M. Bruni	
	Resolved that the report of the Director of Planning and Enterprise Services dated 2018 08 13 concerning the Rental Housing Incentive Program be received and that a three year incremental tax rebate program (75%, 50%, 25%) for 16 rental units to be constructed at 188 Kohler Street subject to:	
	<ol style="list-style-type: none">1. That the municipal rebate apply only to the increase in assessment resulting from new construction, and2. After the rebate program is completed, the full municipal taxes will apply.	
	be approved.	
6.12	Rental Housing Incentive Program – Two Year Extension	189 - 200
	A report of the Planning Director is attached for the consideration of Council.	
	The relevant By-law 2018-176 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.13	Downtown Development Update – August 2018	201 - 205
	A report of the Planning Director is attached for the consideration of Council.	
	Mover Councillor S. Myers Seconder Councillor M. Bruni	

Resolved that the report of the Planning Director dated 2018 08 13 concerning Downtown Development Update be received as information.

6.14	Shape the Sault Update	206 - 208
A report of the Senior Planner is attached for the consideration of Council.		
	Mover Councillor S. Myers	
Seconder Councillor F. Fata		
	Resolved that the Report of the Senior Planner dated 2018 08 13 concerning Shape the Sault update and second unit housing regulations be received as information.	
6.15	Ontario Municipal Commuter Cycling Funding - Implementation	209 - 213
A report of the Senior Planner is attached for the consideration of Council.		
	Mover Councillor S. Hollingsworth	
Seconder Councillor M. Bruni		
	Resolved that the report of the Senior Planner, dated 2018 08 13 concerning the Ontario Municipal Commuter Cycling Funding – Implementation, be received, and that Council authorize staff to proceed with the necessary work required to implement the priority cycling routes and the James Street/Machine Shop spoke, as recommended in this report.	
6.16	2019 Connecting Link Funding Application – Black Road	214 - 215
A report of the Director of Engineering is attached for the consideration of Council.		
	Mover Councillor S. Myers	
Seconder Councillor M. Bruni		
	Resolved that the report of the Director of Engineering dated 2018 08 13 concerning the widening of Black Road from McNabb Street to Second Line be received and that the project be designated as the candidate for the City's 2019 Connecting Link funding application.	
6.17	Huron Street Pump Station Engineering Agreement	216 - 217
A report of the Design and Construction Engineer is attached for the consideration of Council.		
	The relevant By-law 2018-134 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.18	Bloor Street West Exits	218 - 219
A report of the Design and Construction Engineer is attached for the consideration of Council.		

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni
Resolved that the report of the Design and Construction Engineer dated 2018 08 13 be received and that when Bloor Street between Patrick Street and Lyons Avenue is reconstructed, bi-directional traffic be restored.

6.19	Acquisition of 604 Shannon Road	220 - 222
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2018-170 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.20	Sale of 13 Salisbury Avenue – Former Maycourt Children’s Centre	223 - 227
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2018-168 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.21	Sale of Surplus Property – 236 Prentice Avenue	228 - 230
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2018-169 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.22	Lane Assumption, Closing and Conveyance – Sault Ste. Marie Park Subdivision	231 - 233
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-laws 2018-165 and 2018-166 are listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.23	Lease Agreement for 363 Wellington Street West	234 - 235
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2018-178 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.1.1	Update – Municipal Transient Accommodation Tax	236 - 242
A report of the CAO is attached for the information of Council.		
Mover Councillor S. Myers		
Seconder Councillor M. Bruni		
Resolved that the Corporation of the City of Sault Ste. Marie implement a municipal transient accommodation tax effective January 1, 2019 consistent with the requirements prescribed under O Reg. 435/17 Transient Accommodation Tax; and		
Further that the Chief Administrative Officer, Chief Financial Officer/Treasurer, Deputy CAO - Community Development and Enterprise Services and SSMEDC Executive Director develop the framework to administer and implement the tax; and		
Further that an Advisory Committee consisting of City staff, SSMEDC staff and representatives from the accommodation partners report back for Council approval prior to actual allocation of the tax revenue in 2019 with a revised City/SSMEDC MOU to reflect the use of the tax revenue for promotion of tourism including product development; and,		
Further that the revised City/SSMEDC MOU include a provision for affected short term accommodation stakeholders to have input on use of the funds to promote tourism.		
7.2	Corporate Services	
7.3	Community Development and Enterprise Services	
7.3.1	GFL Memorial Gardens Private Management	243 - 284
A report of the Director of Community Services, Community Development and Enterprise Services is attached for the consideration of Council.		
Mover Councillor S. Hollingsworth		
Seconder Councillor F. Fata		
Resolved that the report of the Director, Community Services, Community Development & Enterprise Services dated 2018 08 13 be received and the recommendation to continue to operate the GFL Memorial Gardens by City staff be approved.		
7.4	Public Works and Engineering Services	
7.5	Fire Services	
7.6	Legal	
7.7	Planning	

7.8	Boards and Committees	
8.	Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council	
8.1	<i>Notice of Motion – Reconsideration – Great Northern Road/Second Line Traffic Studies</i>	285 - 290
	<i>Mover Councillor M. Bruni</i>	
	<i>Seconder Councillor J. Hupponen</i>	
	Whereas by Council resolution passed on 2018 07 16 City Council approved a recommendation not to proceed with a proposed boulevard trail on the south side of Second Line between Great Northern Road and Old Garden River Road, but to construct a concrete sidewalk instead,	
	Now Therefore Be It Resolved that the resolution be reconsidered.	
	<i>Mover Councillor S. Myers</i>	
	<i>Seconder Councillor F. Fata</i>	
	Resolved that the provisions of procedure by-law 2013-100 requiring that a motion to reconsider shall be preceded by a Notice of Motion be suspended.	
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 S. Myers	
	Seconder Councillor F. Fata	
	Resolved that all By-laws under item 11 of the Agenda under date 2018 08 13 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 2018-134 (Agreement) Huron Street Pump Station	291 - 339
	A report from the Land Development and Environmental Engineer is on the Agenda.	
	Mover Councillor S. Myers	
	Seconder Councillor F. Fata	
	Resolved that By-law 2018-134 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for engineering	

services for the Huron Street Pump Station be passed in open Council this 13th day of August, 2018.

11.1.2	By-law 2018-135 (Traffic) Amend By-law 77-200	340 - 342
Council Report was passed by Council resolution on July 16, 2018.		
	Mover Councillor S. Myers	
Seconder Councillor F. Fata		
	Resolved that By-law 2018-135 being a by-law to amend Schedules "A", "B", "F", "G", "J" and "K" of Traffic By-law 77-200 be passed in open Council this 13th day of August, 2018.	
11.1.3	By-law 2018-165 (Lane Assumption) Sault Ste. Marie Park Subdivision	343 - 344
A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.		
	Mover Councillor S. Myers	
Seconder Councillor F. Fata		
	Resolved that By-law 2018-165 being a by-law to assume for public use and establish as a public lane, the lane more particularly described as PIN 31587-0269 (LT) LANE PL 7602 KORAH W OF PT 1,5 1R6799; SAULT STE. MARIE, Sault Ste. Marie Park Subdivision be passed in open Council this 13th day of August, 2018.	
11.1.4	By-law 2018-167 (Agreement) Parks Canada Agency – ACR Plaque	345 - 351
A report from the Manager of Recreation and Culture is on the Agenda.		
	Mover Councillor S. Myers	
Seconder Councillor F. Fata		
	Resolved that By-law 2018-167 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency for a bronze plaque and plaque stand commemorating the Algoma Central Engine House National Historic Site to be placed on City property known as the Carmen's Way Road Allowance be passed in open Council this 13th day of August, 2018.	
11.1.5	By-law 2018-168 (Property Sale) 13 Salisbury Avenue	352 - 354
A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.		
	Mover Councillor S. Myers	
Seconder Councillor F. Fata		
	Resolved that By-law 2018-168 being a by-law to authorize the sale of surplus property being civic 13 Salisbury Avenue, legally described in PIN	

31548-0127 (LT) to The Lighthouse First Nations Church (Wendell Graber) and to repeal By-law 2017-58.

11.1.6	By-law 2018-169 (Property Sale) 236 Prentice Avenue	355 - 357
	A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.	
	Mover Councillor S. Myers Seconder Councillor F. Fata Resolved that By-law 2018-169 being a by-law to authorize the sale of surplus property being civic 236 Prentice Avenue, legally described in PIN 31594-0081 (LT) to Pasquale Lento be passed in open Council this 13th day of August, 2018.	
11.1.7	By-law 2018-170 (Property Acquisition) 604 Shannon Road	358 - 359
	A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.	
	Mover Councillor S. Myers Seconder Councillor F. Fata Resolved that By-law 2018-170 being a by-law to authorize the acquisition of property located at civic 604 Shannon Road (Trans-Pro Investments Limited/Quality Transport Investments Limited be passed in open Council this 13th day of August, 2018.	
11.1.8	By-law 2018-171 (Agreement) Huron Superior Catholic District School Board	360 - 365
	Council Report was passed by Council resolution on June 25, 2018.	
	Mover Councillor S. Myers Seconder Councillor F. Fata Resolved that By-law 2018-171 being a by-law to authorize the execution of the Agreement between the City and Huron-Superior Catholic District School Board for the bulk purchase of ice and classroom time be passed in open Council this 13th day of August, 2018.	
11.1.9	By-law 2018-172 (Zoning) 188 Kohler Street (1890685 Ontario Inc.)	366 - 368
	Council Report was passed by Council resolution on July 16, 2018.	
	Mover Councillor S. Myers Seconder Councillor F. Fata Resolved that By-law 2018-172 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 188 Kohler Street (1890685 Ontario Inc.) be passed in open Council this 13th day of August, 2018.	

11.1.10	By-law 2018-173 (Development Control) 188 Kohler Street (1890685 Ontario Inc.)	369 - 371
Council Report was passed by Council resolution on July 16, 2018.		
Mover Councillor S. Myers Seconder Councillor F. Fata Resolved that By-law 2018-173 being a by-law to designate the lands located at 188 Kohler Street an area of site plan control (1890685 Ontario Inc.) be passed in open Council this 13th day of August, 2018.		
11.1.11	By-law 2018-174 (Parking) Municipal By-law Enforcement Officers	372 - 373
A report from the Manager of Transit and Parking is on the Agenda.		
Mover Councillor S. Myers Seconder Councillor F. Fata Resolved that By-law 2018-174 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 13th day of August, 2018.		
11.1.12	By-law 2018-175 (Agreement) Sault Ste. Marie Museum	374 - 380
A report from the Manager of Recreation and Culture is on the Agenda.		
Mover Councillor S. Myers Seconder Councillor F. Fata Resolved that By-law 2018-175 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society for the maintenance and operation of the Sault Ste. Marie Museum commencing on August 13, 2018, and terminating on August 12, 2028, be passed in open Council this 13th day of August.		
11.1.13	By-law 2018-176 (Planning) Rental Housing Community Improvement Plan Extension	381 - 381
A report from the Director of Planning &Enterprise Services is on the Agenda.		
Mover Councillor S. Myers Seconder Councillor F. Fata Resolved that By-law 2018-176 being a by-law to extend the Rental Housing Community Improvement Plan for an additional two years be passed in open Council this 13th day of August, 2018.		
11.1.14	By-law 2018-177 (Agreement) Canadian Bushplane EDF	382 - 395
A report from Deputy CAO, Community Development and Enterprise Services is on the Agenda.		

Mover Councillor S. Myers
Seconder Councillor F. Fata
Resolved that By-law 2018-177 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre for the City's EDF contribution to the renovation project be passed in open Council this 13th day of August, 2018.

- 11.1.15 **By-law 2018-178 (Agreement) 363 Wellington Street West** 396 - 403

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

Mover Councillor S. Myers
Seconder Councillor F. Fata
Resolved that By-law 2018-178 being a by-law to authorize the execution of the Agreement between the City and Mr. Kevin Belsito to lease the property of the City at 363 Wellington Street West, being part of PIN 31572-0242 (LT) for the purpose of parking be passed in open Council this 13th day of August, 2018.

- 11.1.16 **By-law 2018-179 (Agreement) Icebreakers Sports Bar and Grill** 404 - 413

A report from the Director of Community Services is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata
Resolved that By-law 2018-179 being a by-law to authorize the execution of a lease agreement between the City and Jody Wilson carrying on business as Icebreakers Sports Bar and Grill for the operation of a restaurant/lounge at the John Rhodes Community Centre be passed in open Council this 13th day of August, 2018.

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

- 11.2.1 **By-law 2018-166 (Lane Closing) Sault Ste. Marie Park Subdivision** 414 - 415

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

Mover Councillor S. Myers
Seconder Councillor F. Fata
Resolved that By-law 2018-166 being a by-law to stop up, close and authorize the conveyance of a portion of a lane in the Sault Ste. Marie Park Subdivision, Plan 7602 be read a FIRST and SECOND time in open Council this 13th day of August, 2018.

- 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

Mover Councillor S. Myers

Seconder Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss an issue under the *Companies' Creditors Arrangement Act*; further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same matter(s) without the need for a further authorizing resolution.

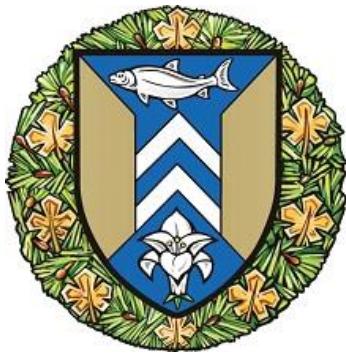
Municipal Act R.S.O. 2002, section 239 (2)(f) advice that is subject to solicitor/client privilege

14. Adjournment

Mover Councillor S. Myers

Seconder Councillor F. Fata

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, July 16, 2018

4:30 pm

Council Chambers
Civic Centre

Present: Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor S. Myers, Councillor S. Hollingsworth, Councillor J. Huppenen, Councillor L. Turco, Councillor M. Shoemaker, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor O. Grandinetti

Absent: Councillor J. Krmpotich

Officials: A. Horsman, M. White, T. Vair, L. Girardi, N. Kenny, S. Schell, P. Niro, D. McConnell, S. Hamilton Beach, D. Elliott, B. Lamming, M. Blanchard, T. Anderson, C. Rumiel, K. Fisher

1. Adoption of Minutes

Moved by: Councillor S. Butland
Seconded by: Councillor O. Grandinetti

Resolved that the Minutes of the Regular Council Meeting of 2018 06 25 be approved.

Carried

- 2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda**
- 3. Declaration of Pecuniary Interest**
- 3.1 Councillor L. Turco – Vehicle for Hire – New Rates – Additional Information**

Spouse employed by Police Services.

3.2 Councillor L. Turco – By-law 2018-162 (Agreement) Huron-Superior Catholic District School Board

Spouse is a trustee of the Huron-Superior Catholic District School Board.

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

Client of law firm is a party to the proceeding.

3.4 Councillor M. Shoemaker – McNabb Street to Gladstone Avenue Project – Great Lakes Honda – 415 Pim Street

Proponent is a client of law firm.

3.5 Councillor M. Shoemaker – By-law 2018-145 (Agreement) Great Lakes Honda Easement

Proponent is a client of law firm.

3.6 Councillor R. Niro – Lottery and Gaming Pursuit Project Update – Sault Ste. Marie Innovation Centre

Son is employed by OLG.

3.7 Councillor M. Bruni – Lottery and Gaming Pursuit Project Update – Sault Ste. Marie Innovation Centre

Employed by OLG.

3.8 Councillor M. Bruni – By-law 2018-149 (Regulations) Tomasic Wedding Noise Exemption

Attending the event.

3.9 Councillor O. Grandinetti – Retention of Restructuring Lawyer Fee Update

Employed by Algoma Steel.

3.10 Councillor P. Christian – Lottery and Gaming Pursuit Project Update – Sault Ste. Marie Innovation Centre

Spouse employed by OLG.

3.11 Councillor P. Christian – By-law 2018-161 (Agreement) Algoma District School Board

Employed by the Algoma District School Board.

4. Approve Agenda as Presented

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that the Agenda for 2018 07 16 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Pridefest

Susan Rajamaki, Chair, Sault Pride was in attendance.

5.2 Social Services Awareness Week

Mike Nadeau, Chief Administrative Officer, District of Sault Ste. Marie Social Services Administration Board was in attendance.

5.3 Ermatinger Clergue National Historic Site 2017 Annual Report

Kathy Fisher, Curator, Old Stone House was in attendance.

5.4 Waste Management

Paul Beauchamp, President, CUPE Local 3 was in attendance.

5.5 A-8-18-Z 188 Kohler Street

Carlo Spadafora (representing the applicant) was in attendance.

6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that all the items listed under date 2018 07 16 – Agenda item 6 – Consent Agenda and the Addendum be approved as recommended, save and except 6.10.

Carried

6.1 Correspondence

6.1.1 International Bridge Letter of Support

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that Mayor Provenzano be requested to write a letter (in the form attached) to the U.S. Department of Transportation supporting the Sault Ste. Marie Bridge Authority's application for federal funding of the bridge widening project at the south U.S. end of the Sault Ste. Marie International Bridge.

Carried

6.1.2 Lottery and Gaming Pursuit Project Update – Sault Ste. Marie Innovation Centre

Councillor R. Niro declared a conflict on this item. (Son is employed by OLG.)

Councillor M. Bruni declared a conflict on this item. (Employed by OLG.)

Councillor P. Christian declared a conflict on this item. (Spouse employed by OLG.)

6.2 Outstanding Resolutions

6.3 Recruitment of New City Solicitor

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

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that Council authorize the vacancy that will be created out of the announced departure of City Solicitor Nuala Kenny, and that such vacancy be filled by way of the selection process described in the City's Guidelines as including internal and external applicants. Further that Council appoints Councillor Myers to the Selection Committee to assist in the selection of the next City Solicitor, who will be ultimately appointed by By-Law by City Council on the recommendation of the Chief Administrative Officer.

Carried

6.4 Retention of Restructuring Lawyer Fee Update

Councillor M. Shoemaker declared a conflict on this item. (Client of law firm is a party to the proceeding.)

Councillor O. Grandinetti declared a conflict on this item. (Employed by Algoma Steel.)

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

Moved by: Councillor S. Butland

Seconded by: Councillor P. Christian

Resolved that the report of the Chief Administrative Officer dated 2018 07 16 regarding approval of an additional \$35,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve

Carried

6.5 Truth and Reconciliation Committee

The report of the Deputy CAO/City Clerk – Corporate Services was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2016 07 16 concerning Truth and Reconciliation Committee be received and that the mandate of the proposed Truth and Reconciliation Committee be transferred to the Bawating Advisory Circle.

Carried

6.6 Unsold Tax Sale Properties for Social Housing

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

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Chief Financial Officer and Treasurer dated 2018 07 16 regarding unsold tax sale properties for social housing be received as information.

Carried

6.7 Tender for One (1) Self-Propelled Ice Resurfacing Machine

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

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Manager of Purchasing dated 2018 07 16 be received and that the tender for the supply and delivery of one (1) self-propelled ice resurfacing machine, as required by the Community Services Department, be awarded to The Zamboni Company Ltd. at their total tendered price of \$86,556.50 plus HST after the trade-in allowance is applied be approved.

Carried

6.8 Tender for Two (2) 40-Foot Low-Floor Passenger Buses (2018CDE-CS-TR-08-T)

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

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Manager of Purchasing dated 2018 07 16 be received and that the tender for supply and delivery of Two (2) 40-foot low floor passenger buses, as required by the Community Services Department, be awarded to Nova Bus, a Division of Volvo Group Canada Inc., at their total tendered price of \$544,603.00 plus HST, per unit.

Carried

6.9 Downtown Development Projects

The report of the Director of Planning and Enterprise Services was received by Council.

The relevant By-law 2018-154 is listed under item 11 of the Minutes.

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Director of Planning and Enterprise Services dated 2018 07 16 concerning Downtown Development be received and that:

1. Requests for proposals to complete a wayfinding strategy be issued at a cost not to exceed \$65,000;
2. An action plan document with cost estimates for each project be prepared in partnership with the Community Development Roundtable's Downtown Development team and in consultation with the Downtown Association and the public at an estimated cost of \$40,000 (NOHFC funding); and that The Planning Partnership be sole-sourced to prepare the action plan document;
3. Hauser be sole-sourced to construct 20 large moveable planters at a cost not to exceed \$40,000 (from previous NOHFC funding) to compensate for the loss of street trees.

Carried

6.10 Municipal Challenge Greenhouse Gas (GHG) Fund

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

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Director of Community Services, Community Development and Enterprise Services dated 2018 07 16 concerning the Municipal Challenge GHG Fund Grant be received and that Council approve the grant submission.

Officially Read and Not Dealt With

6.11 FutureSSM Project Update

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

The relevant By-laws 2018-157 and 2018-158 are listed under item 11 of the Minutes.

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 06 16 regarding Future SSM project be received and that Council confirm the City's total financial commitment over the duration of the project (\$1,358,468) and commit to cover any potential cost overruns of the project (as per NOHFC's funding requirements).

Carried

6.12 Federation of Canadian Municipalities Climate Change Staff Grant

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

Moved by: Councillor S. Butland
Seconded by: Councillor O. Grandinetti

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 07 16 concerning the Federation of Canadian Municipalities Climate Change staff grant be received and that the recommended \$31,250 be allocated from the Green Committee Reserve to provide 20% of eligible project expenditures.

Carried

6.13 Donation – Rotary Club of Sault Ste. Marie

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

The relevant By-law 2018-155 is listed under item 11 of the Minutes.

6.14 Employment and Social Development Canada Enabling Accessibility Fund – Grant Application

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

Moved by: Councillor P. Christian
Seconded by: Councillor O. Grandinetti

That the report of the Manager of Recreation and Culture dated 2018 07 16 concerning Enabling Accessibility Fund – Grant Application be received and that staff be authorized to apply to the Employment and Social Development Canada – Enabling Accessibility Fund to construct a new accessible ramp for the Seniors Drop In Centre on Bay Street.

Carried

6.15 Rental Housing Incentive Program – 9

The report of the Director of Planning and Enterprise Services was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor O. Grandinetti

Resolved that the report of the Director of Planning and Enterprise Services dated 2018 07 16 concerning the Rental Housing Incentive Program be received and that City Council authorize a four-year incremental tax rebate program (75%, 75%, 50%, 25%) for 17 rental units to be constructed at 537 Trunk Road subject to:

1. That the municipal rebate apply only to the increase in assessment resulting from new construction, and
2. After the rebate program is completed, the full municipal taxes will apply.

Carried

6.16 Sale of Surplus Property – 205 Greenfield Drive – Bids Received

The report of the City Solicitor was received by Council.

The relevant By-law 2018-153 is listed under item 11 of the Minutes.

6.17 McNabb Street to Gladstone Avenue Project – Great Lakes Honda – 415 Pim Street

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

The report of the City Solicitor was received by Council.

The relevant By-law 2018-145 is listed under item 11 of the Minutes.

6.18 Vehicle for Hire – New Rates – Additional Information

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

The report of the Solicitor/Prosecutor was received by Council.

The relevant By-law 2018-160 is listed under item 11 of the Minutes.

6.19 Huron Street Pump Station Engineering

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

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Land Development and Environmental Engineer dated 2018 07 16 concerning the Huron Street pump station be received and that AECOM be retained with an Engineering Agreement to be brought forward at a future Council meeting.

Carried

6.20 Great Northern Road/Second Line Traffic Studies

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

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Design and Construction Engineer dated 2018 07 16 concerning the Great Northern Road/Second Line Traffic Studies be received and that the recommendations be used for planning future traffic improvements.

Carried

6.21 Five-Year Capital Road Reconstruction Plan (2019-2023)

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

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Director of Engineering dated 2018 07 16 regarding the five-year capital roads plan be received as information.

Carried

6.22 Pedestrian Crossover Facilities

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

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Design and Construction Engineer dated 2018 07 16 concerning Pedestrian Crossover Facilities be accepted and that the recommendations to adopt the Ontario Traffic Manual Book 15 Pedestrian Crossover Types B through D as the City's standard for pedestrian crossing facilities be approved.

Carried

6.23 2018 Biennial Bridge Inspections – Engineering Agreement

The report of the Municipal Services Engineer was received by Council.

The relevant By-law 2018-159 is listed under item 11 of the Minutes.

6.24 Traffic By-law – Annual Review 2018

The report of the Director of Public Works was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Director of Public Works dated 2018 07 16 be accepted and that Council direct the Legal Department to bring forward the appropriate bylaw amendments at a later date.

Carried

6.25 Preliminary Report of the Integrity Commissioner

The preliminary report of the Integrity Commissioner was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor O. Grandinetti

Resolved that the preliminary report of the Integrity Commissioner dated 2018 07 16 concerning Request for Investigation – Code of Conduct for Members of Council and Local Boards be received as information.

Carried

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.3.1 Historic Sites Board 2017 Annual Report – Ermatinger Clergue National Historic Site

The report of the Curator, Old Stone House was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor O. Grandinetti

Resolved that the report of the Curator, Old Stone House dated 2018 07 16 concerning Historic Sites Board: Annual Report 2017 for the Ermatinger Clergue National Historic Site be received as information.

Carried

7.4 Public Works and Engineering Services

7.4.1 Contract Award for Waste Collection Services

The report of the Director of Public Works was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor S. Butland

Resolved that the report of the Director of Public Works dated 2018 07 16 concerning contract award for waste collection services be received and that:

- staff be directed to proceed with the provision of waste collection service via a hybrid model (50% contractor and 50% City); and
- the contract be awarded to Green For Life; and
- the funding of carts be approved using the Landfill Reserve for upfront initial acquisition of \$1,642,566 including HST with an annual repayment from the tax levy to replenish the Landfill Reserve of approximately \$165,000; and

- two (2) new collection vehicles to be purchased in 2018 from the Public Works Equipment Reserve for \$700,000 to be funded from the uncommitted funds available.

Recorded	For	Against	Absent
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian	X		
Councillor S. Myers	X		
Councillor S. Hollingsworth	X		
Councillor J. Hupponen	X		
Councillor L. Turco	X		
Councillor M. Shoemaker		X	
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor F. Fata	X		
Councillor J. Krmpotich			X
Councillor O. Grandinetti		X	
Results	10	2	1

Carried

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-8-18-Z 188 Kohler Street – 1890685 Ontario Inc. (c/o Ruscio Masonry & Construction)

The report of the Senior Planner was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Senior Planner dated 2018 07 16 concerning Rezoning Application A-8-18-Z be received and that Council rezone the western half of the subject property from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with

a special exception to permit a 2-storey, 16-unit apartment building, in addition to the uses permitted in an R3 Zone, subject to the following special provisions:

- That a 1.8m visually solid wood fence be erected across the rear lot line, adjacent to the proposed parking area.
- That the portion of the property to be rezoned be deemed subject to Site Plan Control. And that the Legal Department be directed to prepare the necessary by-law to effect this approval.

Carried

7.7.2 Economic Growth Community Improvement Plan

The report of the Director of Planning and Enterprise Services was received by Council.

The relevant By-law 2018-152 is listed under item 11 of the Minutes.

7.8 Boards and Committees

7.8.1 Sault Ste. Marie Innovation Centre

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that the following persons be nominated to the Sault Ste. Marie Innovation Centre Board of Directors: Asima Vezina, Chris Wray, Dr. Ron Common and the Deputy CAO Community Development and Enterprise Services.

Carried

8. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council

8.1 Nuala Kenny

Moved by: Councillor S. Myers

Seconded by: Councillor S. Butland

Whereas City Solicitor Nuala Kenny joined the City of Sault Ste Marie Legal Department in 1995; and

Whereas in her capacity she has served the Corporation very well and Whereas Ms. Kenny has provided critical guidance to Mayor and Council on numerous files over the years;

Now Therefore Be It Resolved that Mayor and Council express gratitude to Nuala for her work with the City and wish her much success and happiness in her future endeavours.

Carried

8.2 Ian McMillan Retirement

Moved by: Councillor S. Myers

Seconded by: Councillor S. Butland

Whereas Ian McMillan has been the Director of Tourism for the Sault Ste. Marie Economic Development Corporation since 2001 and will be retiring at the end of July; and

Whereas Ian has developed and delivered a number of tourism marketing initiatives for our community that have brought recognition at the Federal and Provincial levels; and

Whereas these programs have had a direct economic impact on Sault Ste. Marie and area;

Now Therefore Be It Resolved that Mayor and Council express our gratitude to Ian for his work and wish him much success and enjoyment in his retirement and any future endeavors.

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 S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that all By-laws under item 11 of the Agenda and Addendum under date 2018 07 16 be approved, save and except 2018-145, 2018-149, 2018-161 and 2018-162.

Carried

11.1 By-laws before Council to be passed which do not require more than a simple majority

11.1.1 By-law 2018-145 (Agreement) Great Lakes Honda Easement

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

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-145 being a by-law to authorize the execution of the Agreement between the City and Sault North Auto Ltd. o/a Great Lakes Honda for the registration of a City easement and the transfer and leaseback of certain City owned lands be passed in open Council this 16th day of July, 2018.

Carried

11.1.4 By-law 2018-149 (Regulations) Tomasic Wedding Noise Exemption

Councillor M. Bruni declared a conflict on this item. (Attending the event)

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-149 being a by-law to exempt the wedding of Meeka Tomasic at 5 McGregor Avenue on August 11, 2018 from 5:00 p.m. to 1:00 a.m. from Noise Control By-law 80-200 be passed in open Council this 16th day of July, 2018.

Carried

11.1.15 By-law 2018-161 (Agreement) Algoma District School Board

Councillor P. Christian declared a conflict on this item. (Employed by the Algoma District School Board.)

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-161 being a by-law to authorize the execution of the Agreement between the City and Algoma District School Board to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie) and to repeal By-law 2018-91 be passed in open Council this 16th day of July, 2018.

Carried

11.1.16 By-law 2018-162 (Agreement) Huron-Superior Catholic District School Board

Councillor L. Turco declared a conflict on this item. (Spouse is a trustee of the Huron-Superior Catholic District School Board.)

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-162 being a by-law to authorize the execution of the Agreement between the City and Huron-Superior Catholic District School Board to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie) be passed in open Council this 16th day of July, 2018.

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 P. Christian
Seconded by: Councillor O. Grandinetti

Resolved that this Council proceed into closed session regarding:

- a proposed acquisition of property;
- two proposed dispositions of property;
- labour relations or employee negotiations
- potential litigation

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

(Municipal Act R.S.O. 2002 – section 239 (2) (c), a proposed or pending acquisition or disposition of land by the municipality; section 239 (2)(d) labour relations or employee negotiations; and section 239 (2)(e) potential litigation.)

Carried

- 14. Adjournment**

Moved by: Councillor S. Butland
Seconded by: Councillor O. Grandinetti

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



CEMa Project

SSM City Council, August 13, 2018



CEMa Project: Why Are We Here?

PUC is here today to announce an exciting partnership with Fluence, a global energy storage technology company. This partnership will see the construction of a 45MW / 165MWh energy storage (lithium-ion) facility.

Once complete, this energy storage project will be the largest of its kind in Canada. This project will result in both energy cost savings for business and commercial customers and a significant reduction in greenhouse gas emissions.



Example of a 30MW/120MWh system installed by Fluence in the San Diego area

Before We Begin: Key Terms

What is the Global Adjustment

- The global adjustment is set monthly to reflect the differences between the wholesale market price for electricity, and:
 - Regulated rates for nuclear and hydroelectric generating stations
 - Payments for building or refurbishing infrastructure such as gas-fired and renewable facilities, as well as the contracted rates paid to a number of generators across the province
 - The cost of delivering conservation programs
- All Ontario electricity customers pay for global adjustment
- Global adjustment is incorporated into time-of-use and tiered rates and is **not seen** as a line item on residential and small business customers bills.
- Global adjustment can represent up to 70% of a Class A customer's bill

Before We Begin: Key Terms

What is a Class A or Class B customer?

- For mid-sized and large businesses the global adjustment appears as a separate line on their electricity bill.
- Large consumers pay the global adjustment in two ways, either as a Class A or Class B customer:
 - Customers with a peak demand of 50 kilowatts (kW) and up to and including 5 MW will typically pay the global adjustment through their regular billing cycle with their local electric utility – these customers are referred to as Class B.
 - Customers with an average peak demand of above 1 megawatt (MW) have the opportunity pay global adjustment based on how much their peak demand use contributes to provincial peak demand – these customers are referred to as Class A.

CEMa Project: What is it?

What is CEMa?

- The CEMa (Customer Energy Management) Program is an initiative by PUC Services, in partnership with Fluence, Siemens, and APG.
- The project is designed to help distribution connected Class A and Class B customers manage their energy demand and save money.



Proposed SSM CEMa Project

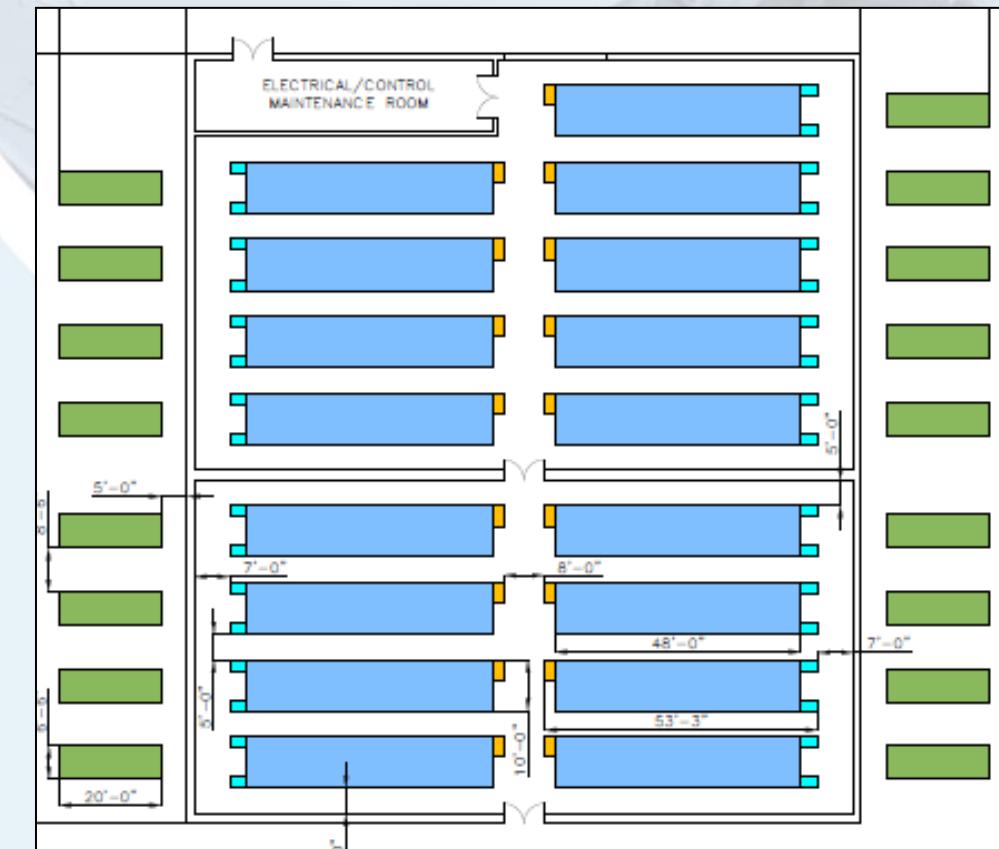
CEMa Project: How It Works

- This project will construct, and then connect, a 45MW / 165MWh energy storage facility, to the distribution system in Sault Ste. Marie, Ontario.
- The facility stores energy at off-peak times and discharges energy into the system at on-peak (high demand) times. This reduces the need for expensive peak generation while at the same time providing Sault Ste. Marie businesses with lower cost energy.
- This will make Sault Ste. Marie the most competitive business environment (utility costs) in Ontario, while at the same time significantly reducing our carbon footprint.

CEMa Project: Technical Specifications

The Following Outlines The Main Technical Features Of This Project:

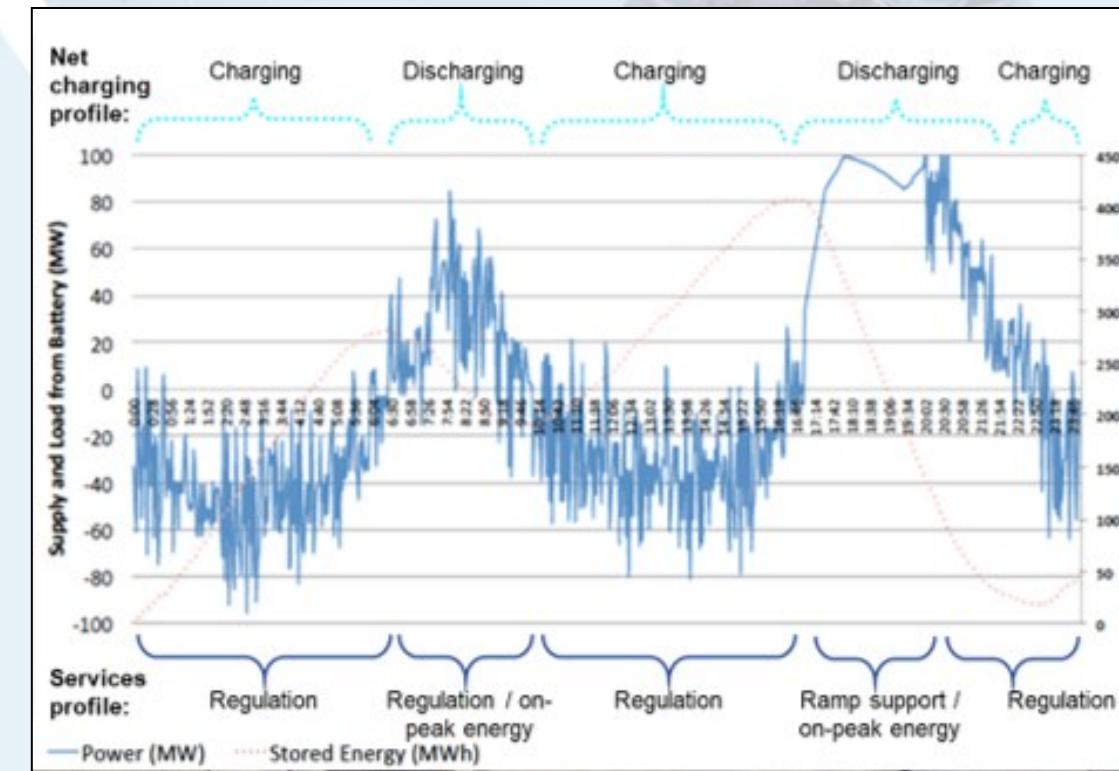
- A 45 MW/165 MWh Bulk Energy Storage System will be connected to the PUC Distribution network at 8 separate feeder locations at 34.5 kV;
- Spreading the storage project connections throughout the Distribution network will provide redundancy and reliability benefits and will increase operational flexibility;



High Level Schematic of Proposed Facility

CEMa Project: Technical Specifications Cont'd

- The storage project will be operated as a load during off peak hours and will use approximately 6 hours to completely charge;
- The storage project will be operated as a generator during peak hours and will have 3 hours of capacity for Class A customers and 4 hours for Class B >50kW customers.
- The charging and discharging cycle will occur daily with Siemen's intelligent operating system employing different strategies for different customer Classes in order to achieve maximum program savings;



Example of the charging cycle

CEMa Project: Benefits

No Upfront Cost, Fees or 'Opt-in'

There are no upfront costs or fees required for Class A and Class B (>50kW) customers to participate in the CEMa program.

One of the features of the CEMa Program is that benefits are applied to an entire customer class. As a result the customer engagement process is simplified and PUC is able to enhance its relationship with customers by providing additional services and benefits at no cost.

Class B (>50kW) customers that did not benefit from the Fair Hydro Plan and do not have the ability that Class A customers have to manage their energy costs can now realize savings on their electricity bills through the CEMa Program

CEMa Project: Benefits Cont'd

Customer Savings

Estimated savings on energy for by customer class are:

- ~20% for Class A customers
- ~4-5% for Class B (>50kW) customers

The benefits from this project will be reflected as credits on a separate line item on Class A and Class B customers electricity bills

No Capital Investment

The CEMa program will be independently financed and paid for entirely by energy savings, and will not require any investment from the PUC or city of Sault Ste. Marie.

CEMa Project: Project Summary

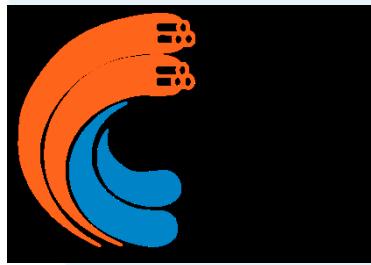
Savings

This Project will save businesses approximately \$3-5 million per year in energy costs, which over the life of the project will save PUC Class A and Class B customers almost \$100 million. This will make Sault Ste. Marie the most competitive business environment in Ontario, while at the same time significantly reducing our carbon footprint.

Carbon Reduction

Navigant Consulting has created a methodology for calculating the carbon reduction benefits that result from shifting load from peak afternoon (thermal/large hydro generation) to night time ('low carbon' generation such as wind, hydro, and nuclear).

Conservative estimates have this project reducing greenhouse gas emissions by 31,927 metric tons per year. To put that in perspective, that is the Carbon Dioxide equivalent of 6,837 passenger vehicles driven for an entire year!

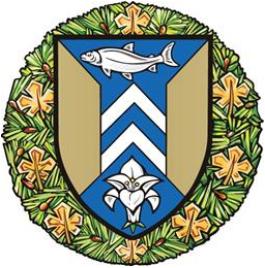


Questions?

CEMa Project: Partners

Siemens is a global technology company that has stood for engineering excellence, innovation, quality, reliability and internationality for 170 years. The company is active around the globe, focusing on the areas of electrification, automation and digitalization. One of the world's largest producers of energy-efficient, resource-saving technologies, Siemens is a leading supplier of efficient power generation and power transmission solutions and a pioneer in infrastructure solutions as well as automation, drive and software solutions for industry.

Fluence, a Siemens and AES company, is a global energy storage technology solutions and services company that combines the agility of a technology company with the expertise, vision, and financial backing of two industry powerhouses. Fluence offers proven energy storage technology solutions designed to address the diverse needs and challenges of customers in a rapidly transforming energy landscape, providing design, delivery and integration in over 160 countries. Fluence works closely with customers during every step of their journey and provides advisory, financing, and project lifecycle services. To date, Fluence's teams have deployed or been awarded projects totaling over 500 MW in 16 countries.



The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jacob Bruzas, Manager of Audits and Capital Planning

DEPARTMENT: Corporate Services

RE: Second Quarter Financial Report – June 30, 2018

PURPOSE

The purpose of this report is to provide a Six Month Financial Report to June 30, 2018.

BACKGROUND

The Finance Committee reviewed the 2018 Second Quarter Financial Report on August 1, 2018.

ANALYSIS

Most departments are trending on budget as of June 30, 2018 except for the following material variances:

- Retiree Healthcare Benefits are trending over budget. These benefits are self-insured and are difficult to budget for. A shortage of \$150,000 is predicted for this area to year end 2018;
- Benefit Costs for the Fire Department are trending over budget due to some substantial cancer-related WSIB claims. Projected overage in this area to year end is expected to be approximately \$150,000;
- Transit Services is trending over budget primarily due to increased repair and maintenance costs on the fleet. These costs are expected to be mitigated in the future through the use of PTIF funds to upgrade the fleet. To year end 2018, budget shortage of \$250,000 predicted;
- Due to the long playoff run of the Soo Greyhounds hockey club, it is anticipated that the GFL Memorial Gardens will experience a positive budget variance of approximately \$100,000;
- A positive budget surplus of approximately \$75,000 is predicted from the Municipality contribution payments from Gateway Casinos - Sault Ste. Marie;

- Interest on taxes is trending on par with prior year, and over budget. Although difficult to predict, a surplus of approximately \$500,000 to \$750,000 is predicted for this area.

Assessment growth to June 30, 2018 was +0.18% compared to +0.46% to Q2 2017. There is very little additional assessment predicted for the second half of the year.

The estimates noted are based upon the trends continuing through the remainder of the year. If the trends as identified in this report continue, the City will be in a surplus position of up to \$1,000,000 to year end (or 0.6% of the total approved 2018 budget).

As per the Surplus Management Policy, any surplus at year end will be distributed as follows:

- Tax Stabilization Reserve 40%
- Capital Reserves 30%
- Long Term Debt 30%
-

FINANCIAL IMPLICATIONS

At the end of the first half of the 2018 fiscal year, a surplus of up to \$1,000,000 is predicted to the end of the year.

Staff will continue to monitor trends and present to Council at a later meeting another quarterly report to the end of September 2018.

STRATEGIC PLAN / POLICY IMPACT

This is not an activity directly related to the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Audits and Capital Planning dated August 13, 2018 concerning the Second Quarter Financial Report to June 30, 2018 be received as information.

Second Quarter Financial Report – June 30, 2018

2018 08 13

Page 3.

Respectfully submitted,

Jacob Bruzas

Manager of Audits and Capital Planning

705.759.5356

j.bruzas@cityssm.on

CITY OF SAULT STE MARIE

**2018 - SECOND QUARTER ENDED
JUNE 30, 2018**

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To: June	Actual Year End
REVENUE						
Taxation	(\$111,929,673.69)	(\$113,241,817.58)	(\$1,312,143.89)	1.16%	(\$109,863,071.99)	(\$112,328,695.03)
Payment in Lieu of taxes	(\$2,187,423.95)	(\$4,160,860.00)	(\$1,973,436.05)	47.43%	(\$2,036,020.59)	(\$4,541,861.40)
Fees and user charges	(\$17,739,210.98)	(\$35,456,868.02)	(\$17,717,657.04)	49.97%	(\$16,601,608.11)	(\$33,316,463.76)
Government grants	(\$8,357,779.93)	(\$17,909,149.54)	(\$9,551,369.61)	53.33%	(\$9,432,081.13)	(\$18,806,827.14)
Interest and Investment income	(\$3,347,455.42)	(\$4,305,000.00)	(\$957,544.58)	22.24%	(\$2,321,691.15)	(\$4,958,709.82)
Contribution from own funds	(\$65,234.83)	(\$375,500.00)	(\$310,265.17)	82.63%	\$37,916.07	(\$2,148,420.07)
Other income	(\$624,424.00)	(\$1,595,350.00)	(\$970,926.00)	60.86%	(\$689,312.42)	(\$4,304,769.77)
Change in future employee benefits			\$0.00	0.00%		\$171,251.36
	(\$144,251,202.80)	(\$177,044,545.14)	(\$32,793,342.34)	18.52%		(\$140,905,869.32) (\$180,234,495.63)
EXPENDITURES						
Salaries	\$24,413,649.72	\$50,708,534.18	\$26,294,884.46	51.85%	\$22,537,642.48	\$49,049,647.59
Benefits	\$7,456,283.75	\$14,109,448.64	\$6,653,164.89	47.15%	\$6,473,667.90	\$13,473,764.38
TOTAL SALARIES/BENEFITS	\$31,869,933.47	\$64,817,982.82	\$32,948,049.35	50.83%	\$29,011,310.38	\$62,523,411.97
Travel and training	\$133,456.18	\$442,575.00	\$309,118.82	69.85%	\$125,685.30	\$303,356.05
Election		\$15,000.00	\$15,000.00	100.00%		
Vehicle allowance, maintenance and repairs	\$2,224,361.62	\$3,310,780.00	\$1,086,418.38	32.81%	\$2,191,952.42	\$4,277,246.70
Utilities and Fuel	\$4,674,351.61	\$10,094,322.00	\$5,419,970.39	53.69%	\$4,250,308.58	\$9,558,705.70
Materials and supplies	\$2,255,781.73	\$5,823,625.72	\$3,567,843.99	61.26%	\$1,923,698.95	\$5,373,956.05
Maintenance and repairs	\$1,014,591.60	\$2,269,596.00	\$1,255,004.40	55.30%	\$1,265,472.54	\$2,383,583.82
Program expenses	\$178,529.56	\$182,372.00	\$3,842.44	2.11%	\$33,360.45	\$245,571.14
Goods for resale	\$350,778.78	\$623,925.00	\$273,146.22	43.78%	\$247,728.95	\$576,888.23
Rents and leases	\$46,363.96	\$107,645.00	\$61,281.04	56.93%	\$130,139.90	\$173,800.89
Taxes and licenses	\$1,319,420.46	\$2,109,220.00	\$789,799.54	37.45%	\$1,483,996.54	\$2,399,718.21
Financial expenses	\$1,433,683.53	\$2,649,460.46	\$1,215,776.93	45.89%	\$2,807,051.63	\$5,344,466.89
Purchased and contracted services	\$3,962,171.81	\$9,355,846.00	\$5,393,674.19	57.65%	\$3,537,465.29	\$8,531,311.59
Grants to others	\$26,532,383.98	\$51,548,179.14	\$25,015,795.16	48.53%	\$25,637,108.79	\$52,077,396.54
Long term debt	\$1,107,295.26	\$3,252,490.00	\$2,145,194.74	65.96%	\$1,115,917.22	\$3,243,871.52
Transfer to own funds	\$1,177,494.00	\$20,356,448.00	\$19,178,954.00	94.22%	\$566,870.88	\$24,131,099.80
Capital expense	\$150,375.40	\$305,208.00	\$154,832.60	50.73%	\$98,412.39	\$276,102.92
Depreciation		\$0.00	\$0.00	0.00%		\$15,984,633.24
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$127,732.36
Clearing accounts			\$0.00	0.00%		\$18,448.83
Less: recoverable costs	(\$131,782.12)	(\$220,130.00)	(\$88,347.88)	40.13%	(\$147,476.27)	(\$469,832.03)
TOTAL OTHER EXPENSES	\$46,429,257.36	\$112,226,562.32	\$65,797,304.96	58.63%	\$45,286,142.39	\$134,539,609.62
	\$78,299,190.83	\$177,044,545.14	\$98,745,354.31	55.77%	\$74,297,452.77	\$197,063,021.59
NET (REVENUE)/EXPENDITURE	(\$65,952,011.97)	\$0.00	\$65,952,011.97		(\$66,608,416.55)	\$16,828,525.96
Mayor and Council	\$342,976.76	\$746,116.49	\$403,139.73			
Chief Administrative Officer	\$400,301.41	\$381,389.76	(\$18,911.65)			
Corporate Services	\$5,223,813.39	\$10,157,499.41	\$4,933,686.02			
Legal	\$636,446.88	\$1,552,181.84	\$915,734.96			
Fire Services	\$6,427,507.88	\$13,247,554.06	\$6,820,046.18			
Public Works and Engineering	\$18,809,554.29	\$41,521,660.42	\$22,712,106.13			
Community Development and Enterprise Services	\$5,984,168.73	\$13,239,684.46	\$7,255,515.73			
Levy Board	\$10,236,310.50	\$20,824,139.00	\$10,587,828.50			
Outside Agencies	\$14,865,254.76	\$28,577,524.14	\$13,712,269.38			
Outside Agencies - Other	\$1,002,872.70	\$1,482,056.00	\$479,183.30			
Economic Diversification	\$49,268.68	\$500,000.00	\$450,731.32			
Corporate	(\$130,889,438.29)	(\$141,374,875.58)	(\$10,485,437.29)			
Capital and Debt	\$958,950.34	\$9,145,070.00	\$8,186,119.66			
	(\$65,952,011.97)	\$0.00	\$65,952,011.97			

MAYOR AND COUNCIL

**2018 - SECOND QUARTER ENDED
JUNE 30, 2018**

FISCAL YEAR REMAINING% :	YTD Actual	Budget 2018	Variance	Percentage	2017 Actual To: June	2017 Actual Year End
				Budget-Rem 50%		
REVENUE						
Contribution from own funds			\$0.00	0.00%		(\$5,702.28)
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$5,702.28)
EXPENDITURES						
Salaries	\$242,450.18	\$493,280.00	\$250,829.82	50.85%	\$228,561.91	\$444,621.80
Benefits	\$26,158.51	\$71,371.49	\$45,212.98	63.35%	\$29,670.45	\$53,250.25
TOTAL SALARIES/BENEFITS	\$268,608.69	\$564,651.49	\$296,042.80	52.43%	\$258,232.36	\$497,872.05
Travel and training	\$10,484.19	\$53,500.00	\$43,015.81	80.40%	\$9,282.93	\$18,899.57
Vehicle allowance, maintenance and repairs	\$17,822.67	\$36,030.00	\$18,207.33	50.53%	\$17,139.51	\$31,252.13
Materials and supplies	\$45,726.03	\$63,835.00	\$18,108.97	28.37%	\$26,149.51	\$40,714.39
Purchased and contracted services	\$335.18	\$3,100.00	\$2,764.82	89.19%	\$23.23	\$1,199.62
Grants to others		\$25,000.00	\$25,000.00	100.00%	\$14,831.85	\$30,702.28
Depreciation			\$0.00	0.00%		\$2,910.58
TOTAL OTHER EXPENSES	\$74,368.07	\$181,465.00	\$107,096.93	59.02%	\$67,427.03	\$125,678.57
	\$342,976.76	\$746,116.49	\$403,139.73	54.03%	\$325,659.39	\$623,550.62
NET (REVENUE)/EXPENDITURE	\$342,976.76	\$746,116.49	\$403,139.73	54.03%	\$325,659.39	\$617,848.34

CAO'S OFFICE

2018 - SECOND QUARTER ENDED
JUNE 30, 2018

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To: June	Actual Year End
REVENUE						
Government grants	(\$51,084.83)	(\$250,009.54)	(\$198,924.71)	79.57%	\$6,053.46	(\$231,260.71)
Other income			\$0.00	0.00%	\$44.75	(\$955.25)
	(\$51,084.83)	(\$250,009.54)	(\$198,924.71)	79.57%	\$6,098.21	(\$232,215.96)
EXPENDITURES						
Salaries	\$221,456.41	\$455,915.14	\$234,458.73	51.43%	\$193,294.46	\$438,826.90
Benefits	\$60,108.79	\$118,684.16	\$58,575.37	49.35%	\$50,641.12	\$110,143.10
TOTAL SALARIES/BENEFITS	\$281,565.20	\$574,599.30	\$293,034.10	51.00%	\$243,935.58	\$548,970.00
Travel and training	\$5,324.15	\$10,715.00	\$5,390.85	50.31%	\$1,161.79	\$3,161.57
Vehicle allowance, maintenance and repairs	\$2,370.95	\$4,480.00	\$2,109.05	47.08%	\$1,953.00	\$4,220.97
Materials and supplies	\$47,036.74	\$40,915.00	(\$6,121.74)	(14.96%)	\$5,732.43	\$13,355.95
Maintenance and repairs		\$150.00	\$150.00	100.00%		
Purchased and contracted services	\$115,089.20	\$390.00	(\$114,699.20)	(29,410.05%)	\$13,691.97	\$17,998.42
Capital expense		\$150.00	\$150.00	100.00%		
Depreciation			\$0.00	0.00%		\$1,816.15
TOTAL OTHER EXPENSES	\$169,821.04	\$56,800.00	(\$113,021.04)	(198.98%)	\$22,539.19	\$40,553.06
NET (REVENUE)/EXPENDITURE	\$451,386.24	\$631,399.30	\$180,013.06	28.51%	\$266,474.77	\$589,523.06
	\$400,301.41	\$381,389.76	(\$18,911.65)	(4.96%)	\$272,572.98	\$357,307.10

CORPORATE SERVICES

**2018 - SECOND QUARTER ENDED
JUNE 30, 2018**

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To: June	Actual Year End
REVENUE				50%		
Fees and user charges	(\$71,750.35)	(\$159,840.00)	(\$88,089.65)	55.11%	(\$61,246.98)	(\$126,699.48)
Government grants		(\$1,540.00)	(\$1,540.00)	100.00%		(\$485,146.79)
Contribution from own funds		(\$180,000.00)	(\$180,000.00)	100.00%		(\$298,026.59)
Other income	(\$66,690.13)	(\$123,850.00)	(\$57,159.87)	46.15%	(\$43,828.48)	(\$110,099.56)
	(\$138,440.48)	(\$465,230.00)	(\$326,789.52)	70.24%	(\$105,075.46)	(\$1,019,972.42)
EXPENDITURES						
Salaries	\$2,054,735.38	\$4,336,280.18	\$2,281,544.80	52.62%	\$1,965,421.43	\$4,084,932.03
Benefits	\$911,713.21	\$1,621,123.23	\$709,410.02	43.76%	\$808,282.35	\$1,709,319.28
TOTAL SALARIES/BENEFITS	\$2,966,448.59	\$5,957,403.41	\$2,990,954.82	50.21%	\$2,773,703.78	\$5,794,251.31
Travel and training	\$20,238.49	\$85,945.00	\$65,706.51	76.45%	\$34,847.38	\$104,899.34
Election		\$15,000.00	\$15,000.00	100.00%		
Vehicle allowance, maintenance and repairs	\$353.83	\$2,500.00	\$2,146.17	85.85%	\$155.36	\$551.57
Materials and supplies	\$122,884.67	\$154,275.00	\$31,390.33	20.35%	\$130,638.16	\$45,653.30
Maintenance and repairs	\$289,696.79	\$641,413.00	\$351,716.21	54.83%	\$420,372.92	\$545,536.85
Goods for resale	\$9,600.00	\$19,200.00	\$9,600.00	50.00%	\$9,600.00	\$19,200.00
Rents and leases	\$3,816.00	\$15,625.00	\$11,809.00	75.58%	\$4,238.28	\$6,690.06
Financial expenses	\$1,346,889.31	\$2,580,191.00	\$1,233,301.69	47.80%	\$2,777,627.16	\$5,367,292.71
Purchased and contracted services	\$511,440.84	\$1,024,830.00	\$513,389.16	50.10%	\$297,151.60	\$846,315.12
Grants to others	\$11,844.72	\$2,000.00	(\$9,844.72)	(492.24%)		\$2,000.00
Transfer to own funds			\$0.00	0.00%		\$193,271.33
Capital expense	\$79,040.63	\$124,347.00	\$45,306.37	36.44%	\$60,678.60	\$93,651.44
Depreciation			\$0.00	0.00%		\$432,565.16
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$1,413.03
TOTAL OTHER EXPENSES	\$2,395,805.28	\$4,665,326.00	\$2,269,520.72	48.65%	\$3,735,309.46	\$7,659,039.91
	\$5,362,253.87	\$10,622,729.41	\$5,260,475.54	49.52%	\$6,509,013.24	\$13,453,291.22
NET (REVENUE)/EXPENDITURE	\$5,223,813.39	\$10,157,499.41	\$4,933,686.02	48.57%	\$6,403,937.78	\$12,433,318.80
HR	983,586.87	1,835,508.76	851,921.89	46.41%		
Clerks	501,462.06	1,078,346.79	576,884.73	53.50%		
Finance	3,738,764.46	7,243,643.86	3,504,879.40	48.39%		
	5,223,813.39	10,157,499.41	4,933,686.02			

LEGAL DEPARTMENT

2018 - SECOND QUARTER ENDED
JUNE 30, 2018

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To: June	Actual Year End
REVENUE				50%		
Fees and user charges	(\$1,242,897.90)	(\$2,149,651.00)	(\$906,753.10)	42.18%	(\$1,366,191.86)	(\$2,314,894.89)
Government grants	(\$15,742.27)		\$15,742.27	0.00%	(\$16,405.20)	(\$28,595.90)
Interest and Investment income	(\$1,485.92)		\$1,485.92	0.00%	(\$1,840.53)	(\$7,580.41)
	<u>(\$1,260,126.09)</u>	<u>(\$2,149,651.00)</u>	<u>(\$889,524.91)</u>	<u>41.38%</u>	<u>(\$1,384,437.59)</u>	<u>(\$2,351,071.20)</u>
EXPENDITURES						
Salaries	\$524,116.76	\$1,043,156.71	\$519,039.95	49.76%	\$477,079.99	\$1,038,580.74
Benefits	\$141,302.76	\$276,896.13	\$135,593.37	48.97%	\$127,958.34	\$264,898.16
TOTAL SALARIES/BENEFITS	\$665,419.52	\$1,320,052.84	\$654,633.32	49.59%	\$605,038.33	\$1,303,478.90
Travel and training	\$7,322.61	\$18,735.00	\$11,412.39	60.91%	\$5,523.25	\$15,763.09
Materials and supplies	\$32,541.06	\$78,815.00	\$46,273.94	58.71%	\$25,206.16	\$64,228.37
Maintenance and repairs		\$4,000.00	\$4,000.00	100.00%		
Rents and leases	\$40,706.32	\$78,075.00	\$37,368.68	47.86%	\$37,813.05	\$69,563.66
Taxes and licenses	\$1,047,381.97	\$1,797,955.00	\$750,573.03	41.75%	\$1,434,551.06	\$2,116,121.26
Purchased and contracted services	\$103,201.49	\$292,000.00	\$188,798.51	64.66%	\$70,965.52	\$249,876.64
Transfer to own funds		\$102,200.00	\$102,200.00	100.00%		
Capital expense		\$10,000.00	\$10,000.00	100.00%		
Depreciation			\$0.00	0.00%		\$3,499.26
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$38,718.27)
TOTAL OTHER EXPENSES	\$1,231,153.45	\$2,381,780.00	\$1,150,626.55	48.31%	\$1,574,059.04	\$2,617,129.98
	<u>\$1,896,572.97</u>	<u>\$3,701,832.84</u>	<u>\$1,805,259.87</u>	<u>48.77%</u>	<u>\$2,179,097.37</u>	<u>\$3,920,608.88</u>
NET (REVENUE)/EXPENDITURE	\$636,446.88	\$1,552,181.84	\$915,734.96	59.00%	\$794,659.78	\$1,569,537.68

FIRE SERVICES

**2018 - SECOND QUARTER ENDED
JUNE 30, 2018**

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To: June	Actual Year End
REVENUE				50%		
Fees and user charges	(\$3,668,160.70)	(\$7,767,189.00)	(\$4,099,028.30)	52.77%	(\$3,372,379.39)	(\$6,897,395.90)
Government grants			\$0.00	0.00%	(\$2.01)	(\$2.01)
Other income	(\$2,783.15)	(\$6,000.00)	(\$3,216.85)	53.61%		(\$3,555.80)
	<u>(\$3,670,943.85)</u>	<u>(\$7,773,189.00)</u>	<u>(\$4,102,245.15)</u>	<u>52.77%</u>	<u>(\$3,372,381.40)</u>	<u>(\$6,900,953.71)</u>
EXPENDITURES						
Salaries	\$7,124,949.65	\$15,139,126.87	\$8,014,177.22	52.94%	\$6,686,083.81	\$14,725,565.72
Benefits	\$2,382,402.65	\$4,061,562.19	\$1,679,159.54	41.34%	\$1,879,185.26	\$3,872,148.38
TOTAL SALARIES/BENEFITS	\$9,507,352.30	\$19,200,689.06	\$9,693,336.76	50.48%	\$8,565,269.07	\$18,597,714.10
Travel and training	\$29,154.27	\$120,820.00	\$91,665.73	75.87%	\$25,607.43	\$66,496.47
Vehicle allowance, maintenance and repairs	\$102,565.37	\$207,580.00	\$105,014.63	50.59%	\$133,715.65	\$278,387.10
Utilities and Fuel	\$166,788.16	\$323,260.00	\$156,471.84	48.40%	\$164,576.40	\$326,642.45
Materials and supplies	\$119,521.33	\$412,812.00	\$293,290.67	71.05%	\$96,070.21	\$270,744.73
Maintenance and repairs	\$110,833.88	\$196,965.00	\$86,131.12	43.73%	\$102,670.23	\$214,048.57
Rents and leases		\$3,695.00	\$3,695.00	100.00%	\$1,214.52	\$2,429.04
Taxes and licenses	\$56,775.00	\$57,800.00	\$1,025.00	1.77%	\$44,130.00	\$44,130.00
Financial expenses	\$1,134.41	\$2,500.00	\$1,365.59	54.62%	\$1,527.48	\$3,468.45
Purchased and contracted services	(\$1,697.64)	\$122,446.00	\$124,143.64	101.39%	\$49,000.01	\$169,561.62
Transfer to own funds		\$303,000.00	\$303,000.00	100.00%		\$352,688.53
Capital expense	\$6,024.65	\$69,176.00	\$63,151.35	91.29%	\$2,361.85	\$43,396.54
Depreciation			\$0.00	0.00%		\$425,442.64
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$16,594.54
Less: recoverable costs			\$0.00	0.00%	(\$200.00)	(\$200.00)
TOTAL OTHER EXPENSES	\$591,099.43	\$1,820,054.00	\$1,228,954.57	67.52%	\$620,673.78	\$2,213,830.68
NET (REVENUE)/EXPENDITURE	\$10,098,451.73	\$21,020,743.06	\$10,922,291.33	51.96%	\$9,185,942.85	\$20,811,544.78
	\$6,427,507.88	\$13,247,554.06	\$6,820,046.18	51.48%	\$5,813,561.45	\$13,910,591.07

PUBLIC WORKS AND ENGINEERING

**2018 - SECOND QUARTER ENDED
JUNE 30, 2018**

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To: June	Actual Year End
REVENUE				50%		
Fees and user charges	(\$1,068,782.84)	(\$2,257,848.00)	(\$1,189,065.16)	52.66%	(\$1,117,123.53)	(\$2,442,142.84)
Government grants	(\$184,090.78)	(\$757,000.00)	(\$572,909.22)	75.68%	(\$182,269.28)	(\$748,199.58)
Contribution from own funds		(\$40,500.00)	(\$40,500.00)	100.00%		(\$5,827.50)
Other income	(\$55,976.97)	(\$18,500.00)	\$37,476.97	(202.58%)	(\$87,655.74)	(\$157,311.37)
	(\$1,308,850.59)	(\$3,073,848.00)	(\$1,764,997.41)	57.42%	(\$1,387,048.55)	(\$3,353,481.29)
EXPENDITURES						
Salaries	\$8,066,643.56	\$16,728,227.61	\$8,661,584.05	51.78%	\$7,181,345.90	\$15,718,315.77
Benefits	\$2,370,325.35	\$4,929,679.81	\$2,559,354.46	51.92%	\$2,060,615.91	\$4,348,653.87
TOTAL SALARIES/BENEFITS	\$10,436,968.91	\$21,657,907.42	\$11,220,938.51	51.81%	\$9,241,961.81	\$20,066,969.64
Travel and training	\$34,374.06	\$90,040.00	\$55,665.94	61.82%	\$29,846.11	\$55,473.68
Vehicle allowance, maintenance and repairs	\$1,536,786.63	\$2,406,730.00	\$869,943.37	36.15%	\$1,579,898.23	\$2,941,920.73
Utilities and Fuel	\$2,968,137.53	\$6,793,307.00	\$3,825,169.47	56.31%	\$2,733,556.99	\$6,338,007.47
Materials and supplies	\$1,455,333.34	\$3,677,780.00	\$2,222,446.66	60.43%	\$1,290,912.05	\$3,309,935.44
Maintenance and repairs	\$145,530.60	\$264,500.00	\$118,969.40	44.98%	\$180,877.71	\$256,611.16
Taxes and licenses	\$56,461.56	\$82,715.00	\$26,253.44	31.74%	\$4,163.48	\$57,928.66
Financial expenses	\$1,549.41	\$2,000.00	\$450.59	22.53%	\$1,469.64	\$4,418.65
Purchased and contracted services	\$3,017,655.73	\$6,923,914.00	\$3,906,258.27	56.42%	\$2,800,747.36	\$6,616,210.21
Transfer to own funds	\$567,414.00	\$2,866,745.00	\$2,299,331.00	80.21%	\$567,415.00	\$2,184,511.67
Capital expense	\$29,975.23	\$50,000.00	\$20,024.77	40.05%	\$5,911.55	\$25,193.66
Depreciation			\$0.00	0.00%		\$13,386,892.78
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$138,356.69
Less: recoverable costs	(\$131,782.12)	(\$220,130.00)	(\$88,347.88)	40.13%	(\$147,276.27)	(\$469,632.03)
TOTAL OTHER EXPENSES	\$9,681,435.97	\$22,937,601.00	\$13,256,165.03	57.79%	\$9,047,521.85	\$34,845,828.77
	\$20,118,404.88	\$44,595,508.42	\$24,477,103.54	54.89%	\$18,289,483.66	\$54,912,798.41
NET (REVENUE)/EXPENDITURE	\$18,809,554.29	\$41,521,660.42	\$22,712,106.13	54.70%	\$16,902,435.11	\$51,559,317.12
Public Works	13,743,998.33	28,296,223.17	14,552,224.84	51.43%		
Engineering	5,065,555.96	13,225,437.25	8,159,881.29	61.70%		
	18,809,554.29	41,521,660.42	22,712,106.13			

PUBLIC WORKS

**2018 - SECOND QUARTER ENDED
JUNE 30, 2018**

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To: June	Actual Year End
REVENUE				50%		
Fees and user charges	(\$1,062,712.15)	(\$2,248,048.00)	(\$1,185,335.85)	52.73%	(\$1,110,380.09)	(\$2,432,441.44)
Government grants	(\$184,090.78)	(\$717,000.00)	(\$532,909.22)	74.32%	(\$182,239.40)	(\$719,473.08)
Contribution from own funds		(\$40,500.00)	(\$40,500.00)	100.00%		(\$5,827.50)
Other income	(\$55,976.97)	(\$18,500.00)	\$37,476.97	(202.58%)	(\$87,655.74)	(\$157,311.37)
	(\$1,302,779.90)	(\$3,024,048.00)	(\$1,721,268.10)	56.92%	(\$1,380,275.23)	(\$3,315,053.39)
EXPENDITURES						
Salaries	\$7,097,149.61	\$14,650,804.87	\$7,553,655.26	51.56%	\$6,378,336.22	\$13,901,933.72
Benefits	\$2,118,735.51	\$4,401,975.30	\$2,283,239.79	51.87%	\$1,819,533.42	\$3,852,824.98
TOTAL SALARIES/BENEFITS	\$9,215,885.12	\$19,052,780.17	\$9,836,895.05	51.63%	\$8,197,869.64	\$17,754,758.70
Travel and training	\$33,673.38	\$78,040.00	\$44,366.62	56.85%	\$27,942.68	\$51,538.26
Vehicle allowance, maintenance and repairs	\$1,532,738.92	\$2,391,530.00	\$858,791.08	35.91%	\$1,576,162.38	\$2,932,395.28
Utilities and Fuel	\$926,287.47	\$1,614,627.00	\$688,339.53	42.63%	\$840,821.18	\$1,454,674.41
Materials and supplies	\$1,389,560.67	\$3,504,270.00	\$2,114,709.33	60.35%	\$1,236,215.67	\$3,181,336.03
Taxes and licenses	\$56,461.56	\$82,715.00	\$26,253.44	31.74%	\$4,163.48	\$57,928.66
Financial expenses	\$1,549.41	\$2,000.00	\$450.59	22.53%	\$1,469.64	\$4,418.65
Purchased and contracted services	\$1,450,152.95	\$3,284,694.00	\$1,834,541.05	55.85%	\$1,258,028.70	\$3,017,680.73
Transfer to own funds	\$567,414.00	\$1,526,745.00	\$959,331.00	62.84%	\$567,415.00	\$1,423,348.11
Capital expense	\$4,836.87	\$3,000.00	(\$1,836.87)	(61.23%)	\$484.38	\$2,676.29
Depreciation			\$0.00	0.00%		\$2,490,092.51
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$138,180.53
Less: recoverable costs	(\$131,782.12)	(\$220,130.00)	(\$88,347.88)	40.13%	(\$147,276.27)	(\$469,632.03)
TOTAL OTHER EXPENSES	\$5,830,893.11	\$12,267,491.00	\$6,436,597.89	52.47%	\$5,365,426.84	\$14,284,637.43
	\$15,046,778.23	\$31,320,271.17	\$16,273,492.94	51.96%	\$13,563,296.48	\$32,039,396.13
NET (REVENUE)/EXPENDITURE	\$13,743,998.33	\$28,296,223.17	\$14,552,224.84	51.43%	\$12,183,021.25	\$28,724,342.74
Operations						
Winter Control: Roadways and Sidewalks	5,414,645.83	7,268,007.64	1,853,361.81	25.50%		
Sanitary Sewers	665,598.00	1,915,075.49	1,249,477.49	65.24%		
Storm Sewers	146,369.14	521,893.14	375,524.00	71.95%		
Roadways and Sidewalks	756,450.60	3,595,612.29	2,839,161.69	78.96%		
Supervision and Overhead	1,504,573.72	3,067,822.61	1,563,248.89	50.96%		
Traffic & Communications	755,202.34	1,685,623.57	930,421.23	55.20%		
Carpentry	336,897.37	616,488.99	279,591.62	45.35%		
Administration	901,181.58	1,742,314.25	841,132.67	48.28%		
Buildings & Equipment	588,311.89	2,024,209.36	1,435,897.47	70.94%		
Waste Management	1,205,821.22	2,651,480.00	1,445,658.78	54.52%		
Parks	1,468,946.64	3,207,695.83	1,738,749.19	54.21%		
	13,743,998.33	28,296,223.17	14,552,224.84			

ENGINEERING

2018 - SECOND QUARTER ENDED

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To: June	Actual Year End
REVENUE				50%		
Fees and user charges	(\$6,070.69)	(\$9,800.00)	(\$3,729.31)	38.05%	(\$6,743.44)	(\$9,701.40)
Government grants		(\$40,000.00)	(\$40,000.00)	100.00%	(\$29.88)	(\$28,726.50)
	(\$6,070.69)	(\$49,800.00)	(\$43,729.31)	87.81%	(\$6,773.32)	(\$38,427.90)
EXPENDITURES						
Salaries	\$969,493.95	\$2,077,422.74	\$1,107,928.79	53.33%	\$803,009.68	\$1,816,382.05
Benefits	\$251,589.84	\$527,704.51	\$276,114.67	52.32%	\$241,082.49	\$495,828.89
TOTAL SALARIES/BENEFITS	\$1,221,083.79	\$2,605,127.25	\$1,384,043.46	53.13%	\$1,044,092.17	\$2,312,210.94
Travel and training	\$700.68	\$12,000.00	\$11,299.32	94.16%	\$1,903.43	\$3,935.42
Vehicle allowance, maintenance and repairs	\$4,047.71	\$15,200.00	\$11,152.29	73.37%	\$3,735.85	\$9,525.45
Utilities and Fuel	\$2,041,850.06	\$5,178,680.00	\$3,136,829.94	60.57%	\$1,892,735.81	\$4,883,333.06
Materials and supplies	\$65,772.67	\$173,510.00	\$107,737.33	62.09%	\$54,696.38	\$128,599.41
Maintenance and repairs	\$145,530.60	\$264,500.00	\$118,969.40	44.98%	\$180,877.71	\$256,611.16
Purchased and contracted services	\$1,567,502.78	\$3,639,220.00	\$2,071,717.22	56.93%	\$1,542,718.66	\$3,598,529.48
Transfer to own funds		\$1,340,000.00	\$1,340,000.00	100.00%		\$761,163.56
Capital expense	\$25,138.36	\$47,000.00	\$21,861.64	46.51%	\$5,427.17	\$22,517.37
Depreciation			\$0.00	0.00%		\$10,896,800.27
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$176.16
TOTAL OTHER EXPENSES	\$3,850,542.86	\$10,670,110.00	\$6,819,567.14	63.91%	\$3,682,095.01	\$20,561,191.34
NET (REVENUE)/EXPENDITURE	\$5,065,555.96	\$13,225,437.25	\$8,159,881.29	61.70%	\$4,719,413.86	\$22,834,974.38

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES

**2018 - SECOND QUARTER ENDED
JUNE 30, 2018**

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To: June	2017 Actual Year End
	Actual	2018		50%		
REVENUE						
Fees and user charges	(\$5,202,172.51)	(\$9,045,360.02)	(\$3,843,187.51)	42.49%	(\$4,640,971.28)	(\$9,154,449.87)
Government grants	(\$346,208.55)	(\$1,445,400.00)	(\$1,099,191.45)	76.05%	(\$1,544,532.80)	(\$1,817,322.35)
Contribution from own funds	\$58,540.17	(\$75,000.00)	(\$133,540.17)	178.05%	\$37,916.07	(\$748,123.94)
Other income	(\$140,583.75)	(\$47,000.00)	\$93,583.75	(199.11%)	(\$150,992.91)	(\$185,854.67)
	<u>(\$5,630,424.64)</u>	<u>(\$10,612,760.02)</u>	<u>(\$4,982,335.38)</u>	<u>46.95%</u>	<u>(\$6,298,580.92)</u>	<u>(\$11,905,750.83)</u>
EXPENDITURES						
Salaries	\$6,149,167.68	\$12,512,547.67	\$6,363,379.99	50.86%	\$5,805,779.64	\$12,598,646.89
Benefits	\$1,550,272.48	\$3,010,131.63	\$1,459,859.15	48.50%	\$1,504,221.31	\$3,098,152.98
TOTAL SALARIES/BENEFITS	\$7,699,440.16	\$15,522,679.30	\$7,823,239.14	50.40%	\$7,310,000.95	\$15,696,799.87
Travel and training	\$26,558.41	\$62,820.00	\$36,261.59	57.72%	\$19,416.41	\$38,662.33
Vehicle allowance, maintenance and repairs	\$564,462.17	\$653,460.00	\$88,997.83	13.62%	\$459,090.67	\$1,020,914.20
Utilities and Fuel	\$1,539,425.92	\$2,977,755.00	\$1,438,329.08	48.30%	\$1,352,175.19	\$2,894,055.78
Materials and supplies	\$257,548.17	\$893,263.72	\$635,715.55	71.17%	\$249,571.27	\$826,392.04
Maintenance and repairs	\$468,530.33	\$1,162,568.00	\$694,037.67	59.70%	\$561,551.68	\$1,367,387.24
Program expenses	\$178,529.56	\$182,372.00	\$3,842.44	2.11%	\$33,360.45	\$245,571.14
Goods for resale	\$341,178.78	\$604,725.00	\$263,546.22	43.58%	\$238,128.95	\$557,688.23
Rents and leases	\$1,841.64	\$10,250.00	\$8,408.36	82.03%	\$86,874.05	\$95,118.13
Taxes and licenses	\$158,801.93	\$170,750.00	\$11,948.07	7.00%	\$1,152.00	\$181,538.29
Financial expenses	\$84,110.40	\$64,769.46	(\$19,340.94)	(29.86%)	\$26,427.35	\$77,633.56
Purchased and contracted services	\$201,031.15	\$982,166.00	\$781,134.85	79.53%	\$285,848.45	\$591,817.29
Grants to others	\$57,799.86	\$239,000.00	\$181,200.14	75.82%	\$116,575.47	\$315,860.80
Transfer to own funds		\$274,331.00	\$274,331.00		(\$544.12)	\$416,558.59
Capital expense	\$35,334.89	\$51,535.00	\$16,200.11	31.44%	\$29,460.39	\$113,712.01
Depreciation			\$0.00	0.00%		\$1,731,506.67
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$10,086.37
TOTAL OTHER EXPENSES	\$3,915,153.21	\$8,329,765.18	\$4,414,611.97	53.00%	\$3,459,088.21	\$10,484,502.67
	<u>\$11,614,593.37</u>	<u>\$23,852,444.48</u>	<u>\$12,237,851.11</u>	<u>51.31%</u>	<u>\$10,769,089.16</u>	<u>\$26,181,302.54</u>
NET (REVENUE)/EXPENDITURE	\$5,984,168.73	\$13,239,684.46	\$7,255,515.73	54.80%	\$4,470,508.24	\$14,275,551.71
Building Permit/Inspection	21,836.75	68,149.35	46,312.60	67.96%		
Planning	483,633.26	674,482.97	190,849.71	28.30%		
Recreation & Culture	560,666.43	1,544,405.81	983,739.38	63.70%		
Community Centres						
John Rhodes Community Centre	639,063.30	1,462,804.64	823,741.34	56.31%		
McMeeken Centre	88,515.73	140,646.00	52,130.27	37.06%		
Northern Community Centre	(44,775.46)	(48,139.43)	(3,363.97)	6.99%		
Outdoor Pools/ Misc Concessions	47,078.50	116,771.31	69,692.81	59.68%		
Accessibility	83,881.62	218,770.90	134,889.28	61.66%		
Administration	492,531.79	951,557.96	459,026.17	48.24%		
Daycare	27,034.14	0.00	(27,034.14)			
Essar Centre	(107,497.84)	612,358.41	719,856.25	117.55%		
Locks	(24,156.54)	44,050.31	68,206.85	154.84%		
Cemetery	44,827.56	114,144.94	69,317.38	60.73%		
Transit	3,206,607.37	5,887,359.66	2,680,752.29	45.53%		
School Guards	164,679.41	299,290.00	134,610.59	44.98%		
Community Adj Committee	(23,512.32)	444,656.00	468,168.32	105.29%		
Parking	7,560.14	72,002.24	64,442.10	89.50%		
Administration	316,194.89	636,373.39	320,178.50	50.31%		
	5,984,168.73	13,239,684.46	7,255,515.73			

LEVY BOARDS

2018 - SECOND QUARTER ENDED
JUNE 30, 2018

FISCAL YEAR REMAINING% :	YTD Actual	Budget 2018	Variance	Percentage	2017 Actual To: June	2017 Actual Year End
				Budget-Rem		
REVENUE				50%		
EXPENDITURES						
Grants to others	\$10,236,310.50	\$20,824,139.00	\$10,587,828.50	50.84%	\$10,110,953.00	\$20,461,965.00
TOTAL OTHER EXPENSES	\$10,236,310.50	\$20,824,139.00	\$10,587,828.50	50.84%	\$10,110,953.00	\$20,461,965.00
NET (REVENUE)/EXPENDITURE	\$10,236,310.50	\$20,824,139.00	\$10,587,828.50	50.84%	\$10,110,953.00	\$20,461,965.00

OUTSIDE AGENCIES - MAIN

2018 - SECOND QUARTER ENDED
JUNE 30, 2018

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To: June	Actual Year End
REVENUE				50%		
Fees and user charges		(\$2,334.00)	\$2,334.00	0.00%		
Government grants		(\$33,053.50)	\$33,053.50	0.00%	(\$27,425.30)	(\$161,299.80)
		(\$35,387.50)	\$0.00	0.00%	(\$27,425.30)	(\$161,299.80)
EXPENDITURES						
Grants to others		\$1,861,275.65	\$3,400,885.00	\$1,539,609.35	45.27%	\$1,910,618.74
Transfer to own funds			\$80,000.00	\$80,000.00	100.00%	\$303,802.40
TOTAL OTHER EXPENSES		\$1,861,275.65	\$3,480,885.00	\$1,619,609.35	46.53%	\$1,910,618.74
						\$3,783,554.20
NET (REVENUE)/EXPENDITURE	\$1,825,888.15	\$3,480,885.00	\$1,654,996.85	47.55%	\$1,883,193.44	\$3,622,254.40

OUTSIDE AGENCIES - OTHER

**2018 - SECOND QUARTER ENDED
JUNE 30, 2018**

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To: June	Actual Year End
REVENUE				50%		
Fees and user charges	(\$35,272.32)	(\$120,000.00)	(\$84,727.68)	70.61%	(\$62,937.26)	(\$132,664.94)
Contribution from own funds	(\$123,775.00)	(\$80,000.00)	\$43,775.00	(54.72%)		(\$88,443.30)
	(\$159,047.32)	(\$200,000.00)	(\$40,952.68)	20.48%	(\$62,937.26)	(\$221,108.24)
EXPENDITURES						
Materials and supplies	\$58,172.02	\$200,000.00	\$141,827.98	70.91%	\$70,561.57	\$221,108.25
Grants to others	\$1,103,748.00	\$1,482,056.00	\$378,308.00	25.53%	\$1,217,301.02	\$2,091,838.89
TOTAL OTHER EXPENSES	\$1,161,920.02	\$1,682,056.00	\$520,135.98	30.92%	\$1,287,862.59	\$2,312,947.14
NET (REVENUE)/EXPENDITURE	\$1,002,872.70	\$1,482,056.00	\$479,183.30	32.33%	\$1,224,925.33	\$2,091,838.90

EDF

2018 - SECOND QUARTER ENDED
JUNE 30, 2018

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To: June	Actual Year End
REVENUE						
Contribution from own funds			\$0.00	0.00%		(\$318,624.20)
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$318,624.20)
EXPENDITURES						
Materials and supplies	\$49,268.68		(\$49,268.68)	0.00%	\$976.59	\$318,624.20
Transfer to own funds		\$500,000.00	\$500,000.00	100.00%		\$500,000.00
TOTAL OTHER EXPENSES	\$49,268.68	\$500,000.00	\$450,731.32	90.15%	\$976.59	\$818,624.20
	\$49,268.68	\$500,000.00	\$450,731.32	90.15%	\$976.59	\$818,624.20
NET (REVENUE)/EXPENDITURE	\$49,268.68	\$500,000.00	\$450,731.32	90.15%	\$976.59	\$500,000.00

CORPORATE FINANCIALS

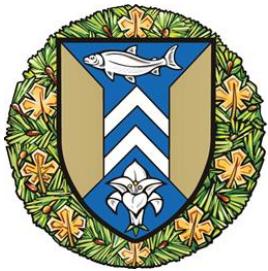
**2018 - SECOND QUARTER ENDED
JUNE 30, 2018**

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To: June	Actual Year End
REVENUE						
Taxation	(\$111,929,673.69)	(\$113,241,817.58)	(\$1,312,143.89)	1.16%	(\$109,863,071.99)	(\$112,328,695.03)
Payment in Lieu of taxes	(\$2,187,423.95)	(\$4,160,860.00)	(\$1,973,436.05)	47.43%	(\$2,036,020.59)	(\$4,541,861.40)
Fees and user charges	(\$6,299,495.44)	(\$13,806,980.00)	(\$7,307,484.56)	53.70%	(\$5,824,000.04)	(\$11,896,833.41)
Government grants	(\$7,727,600.00)	(\$15,455,200.00)	(\$7,727,600.00)	50.00%	(\$7,667,500.00)	(\$15,335,000.00)
Interest and Investment income	(\$3,345,969.50)	(\$4,305,000.00)	(\$959,030.50)	22.28%	(\$2,319,850.62)	(\$4,951,129.41)
Contribution from own funds			\$0.00	0.00%		(\$683,672.26)
Other income	(\$358,390.00)	(\$1,400,000.00)	(\$1,041,610.00)	74.40%	(\$406,880.04)	(\$3,846,993.12)
Change in future employee benefits			\$0.00	0.00%		\$171,251.36
	(\$131,848,552.58)	(\$152,169,857.58)	(\$20,321,305.00)	13.35%	(\$128,117,323.28)	(\$153,412,933.27)
EXPENDITURES						
Salaries			\$0.00	0.00%	\$75.34	\$157.74
Benefits	\$14,000.00	\$20,000.00	\$6,000.00	30.00%	\$10,000.00	\$14,000.00
TOTAL SALARIES/BENEFITS	\$14,000.00	\$20,000.00	\$6,000.00	30.00%	\$10,075.34	\$14,157.74
Materials and supplies	\$67,749.69	\$301,930.00	\$234,180.31	77.56%	\$27,881.00	\$263,199.38
Financial expenses			\$0.00	0.00%	(\$108,346.48)	
Purchased and contracted services	\$15,115.86	\$7,000.00	(\$8,115.86)	(115.94%)	\$20,037.15	\$38,332.67
Grants to others	\$252,168.74	\$478,460.00	\$226,291.26	47.30%	\$160,350.40	\$479,323.76
Transfer to own funds	\$610,080.00	\$9,987,592.00	\$9,377,512.00	93.89%		\$13,779,537.32
TOTAL OTHER EXPENSES	\$945,114.29	\$10,774,982.00	\$9,829,867.71	91.23%	\$208,268.55	\$14,452,046.65
	\$959,114.29	\$10,794,982.00	\$9,835,867.71	91.12%	\$218,343.89	\$14,466,204.39
NET (REVENUE)/EXPENDITURE	(\$130,889,438.29)	(\$141,374,875.58)	(\$10,485,437.29)	7.42%	(\$127,898,979.39)	(\$138,946,728.88)

CAPITAL LEVY & DEBT

**2018 - SECOND QUARTER ENDED
JUNE 30, 2018**

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To: June	Actual Year End
REVENUE				50%		
Fees and user charges	(\$148,344.92)	(\$350,000.00)	(\$201,655.08)	57.62%	(\$156,757.77)	(\$351,382.43)
	<u>(\$148,344.92)</u>	<u>(\$350,000.00)</u>	<u>(\$201,655.08)</u>	<u>57.62%</u>	<u>(\$156,757.77)</u>	<u>(\$351,382.43)</u>
EXPENDITURES						
Long term debt	\$1,107,295.26	\$3,252,490.00	\$2,145,194.74	65.96%	\$1,115,917.22	\$3,243,871.52
Transfer to own funds		\$6,242,580.00	\$6,242,580.00	100.00%		\$6,264,083.26
TOTAL OTHER EXPENSES	\$1,107,295.26	\$9,495,070.00	\$8,387,774.74	88.34%	\$1,115,917.22	\$9,507,954.78
	<u>\$1,107,295.26</u>	<u>\$9,495,070.00</u>	<u>\$8,387,774.74</u>	<u>88.34%</u>	<u>\$1,115,917.22</u>	<u>\$9,507,954.78</u>
NET (REVENUE)/EXPENDITURE	\$958,950.34	\$9,145,070.00	\$8,186,119.66	89.51%	\$959,159.45	\$9,156,572.35



The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Utility Upgrades – Fort Creek Aqueduct Reconstruction

PURPOSE

During the upcoming Construction Season, upgrades to the gas system will be required for Wellington Street during the Fort Creek Aqueduct reconstruction. Staff is seeking Council approval of the recommendation contained in this report.

BACKGROUND

Union Gas Ltd. will be performing upgrades to its own network. Approval of sole sourcing is requested on the basis in accordance with the Purchasing By-law when the service can only be supplied by a particular supplier.

ANALYSIS

Union Gas Ltd. has provided pricing for the relocation of a gas main, as required for the Wellington Street reconstruction.

FINANCIAL IMPLICATIONS

The municipal portion of the cost for the gas main relocation is \$94,841 plus HST, however, these are eligible costs under the Small Communities Fund (SCF) portion of the Build Canada Fund (BCF) which the City, the Province and the Federal government will share in thirds. Therefore the actual amount that the City will pay is \$31,614 which can be covered within the approved 2018 Capital Budget for the Fort Creek Aqueduct Reconstruction.

STRATEGIC PLAN / POLICY IMPACT

These upgrades are linked to Delivery of New Infrastructure as listed in the Infrastructure Focus area of the Corporate Strategic Plan.

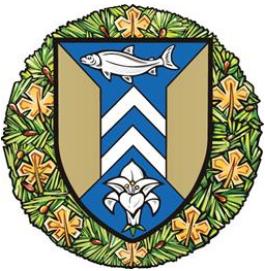
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2018 08 13 be received and that the proposal submitted by Union Gas Ltd. to share the cost of gas main relocation be approved on a sole source basis.

Respectfully submitted,

K. Thomas

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



The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development & Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Canadian Bushplane Heritage and Forest Fire Education Centre (CBHC) Economic Development Fund (EDF) Agreement

PURPOSE

The purpose of this report is to seek Council's approval to authorize the agreement with the Canadian Bushplane Heritage and Forest Fire Education Centre (CBHC) outlining the City's EDF contribution to the renovation project.

Given some time has passed since the approval from Council, staff prepared a brief report to accompany the contract found elsewhere on the agenda.

BACKGROUND

On November 16th, 2015 Council approved a resolution to provide \$100,000 in EDF funds to CBHC to support their applications to the Northern Ontario Heritage Fund and Ontario Trillium Foundation to complete major renovations to the Centre. Since that time, funding has been confirmed with the Province and Federal government to move the project forward.

The CBHC has been able to secure funds for this project which will focus on renovations, upgrades to exhibits and event areas and the purchase of new equipment. Completion of the project is expected to increase visitation to the CBHC from outside the region and create new business opportunities to support the Centre's future growth and sustainability.

The funding agreement sets out the activities and/or services eligible for funding, how the funds will be flowed, and the reporting requirements.

ANALYSIS

In the attached agreement the City will allocate funding to CBH upon the receipt of claims for eligible and supported costs incurred as outlined in the agreement.

The relevant By-law 2018-177 appears elsewhere on the agenda.

FINANCIAL IMPLICATIONS

The agreement allots a maximum of \$100,000 out of the EDF for the renovation project.

STRATEGIC PLAN / POLICY IMPACT

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships and Quality of Life (Promote and Support Arts and Culture).

RECOMMENDATION

It is therefore recommended that Council take the following action:

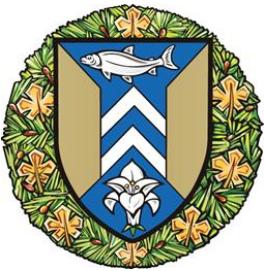
Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2018 08 13 concerning the EDF contribution agreement with the Canadian Bushplane Heritage and Forest Fire Education Centre be received and that Council authorize staff to sign the agreement.

“The relevant By-law 2018-177 appears elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



Tom Vair
Deputy CAO, Community Development & Enterprise Services
705.759.5264
t.vair@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Industrial Technology Benefits (ITB) Capacity Building Program – Economic Development Fund Request

PURPOSE

The purpose of this report is to provide information and seek City Council's decision on a request for funds from the Economic Development Fund (EDF) by the Sault Ste. Marie Economic Development Corporation (SSMEDC).

BACKGROUND

In 2017, Ontario's North Economic Development Corporation (ONEDC) worked with a defence industry consultant to evaluate and clearly define Northern Ontario's defence value proposition. (ONEDC is the Northern Ontario organization representing the interests of the five larger communities to promote and/or deliver economic development programs or projects to northern Ontario).

The report, supported by Invest Canada Community Initiatives and FedNor, details the moderate successes to date and opportunities to further advance supply chain development. Included in the Executive Summary of the "Aerospace and Defence Opportunities – The Northern Ontario Value Proposition" report is the following excerpt:

"The goal of this report was to determine if there is a viable value proposition with respect to the aerospace and defence industry sector which exists in the geographical region of Northern Ontario referred to in the report as the "Trans Canada Corridor". The answer is resoundingly affirmative. As discussed in the report there is a historical and current culture relevant to the industry, there is a rich and diverse supply chain compromised of regional industry and enablers, and there are a committed group of strategic stakeholders motivated to communicate the Northern Ontario value proposition (NOVP)."

ITB Capacity Building Program – SSMEDC EDF Request

2018 08 13

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This report, and the subsequent analysis supported by FedNor provided a roadmap for ONEDC and identified project partners in advancing defence opportunities in Northern Ontario.

Despite the obvious value proposition in Northern Ontario, stakeholders have heard important feedback from defence prime contractors (vendors to the federal government on large contracts). While Northern Ontario has strong capabilities to offer, a number of individual firms have work to do to bring them up to standards acceptable in the defence industry. Some need a formal quality control program; many need proper security registration and most need to adapt their business development style to the defence industry. To meet these needs, Northern Ontario needs to invest in dedicated resources.

This project has been developed to build on the existing work to date and to respond to the needs of Northern Ontario firms who wish to diversify into the defence industry but require support to do so.

Structured as a 3 year pilot project closely modeled after the Northern Ontario Exports Program, the ITB initiative will:

- Help Northern Ontario companies increase awareness and understanding of defence supply chain opportunities;
- Provide Northern Ontario firms with the expertise required to prepare to participate in this sector;
- Support Northern Ontario firms with defence certification requirement and bid preparation process;
- Provide capacity to source/develop Northern Ontario companies capabilities as required by current contract obligation opportunities;
- Provide ONEDC with the resources required to effectively work in tandem with Northern Ontario's designated region representative at FedNor to increase marketing of Northern Ontario capabilities.
- To represent Northern Ontario companies at defence events and to assist them in their business development efforts.

The SSMEDC is requesting \$50,000 from the City of Sault Ste. Marie through the EDF to assist in the contribution for this three year project. The City of Sudbury, Timmins, North Bay and Thunder Bay are also contributing. Funding support from both NOHFC and FedNor has been requested and is in the review process.

SSMEDC will host this program in Sault Ste. Marie on behalf of ONEDC and the other Northern Ontario cities involved in the project. The total project cost for this project is \$2,304,200 over three years. Two new, dedicated project contract resources would be engaged and located in SSM at the SSMEDC to oversee the project. In addition, all financial administration will be submitted by the SSMEDC to the funding partners to ensure all agreements are well-managed.

ITB Capacity Building Program – SSMEDC EDF Request

2018 08 13

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There are two components to the program which include the ITB Capacity Building Program and the ITB Defence Readiness Program. Below is a detailed description of both programs:

A) ITB Capacity Building Program (CBP):

Building on the successes of the Strategic Export Marketing Program, the Defence and Security Capacity Building Program (CBP) will provide Northern Ontario firms with the opportunity to access qualified third party expertise to help conduct a defence market readiness assessment of their operation, identify required next steps and plan accordingly. This program will provide support for up to 30 companies per intake in identifying and reviewing key defence procurement contracts as they relate to the companies operation and help prepare the firm to bid.

The majority of this third party expertise will be provided on a one on one basis with Northern Ontario firms however, there are several components of preparing to do business within the defence sector that can be accomplished in a group setting. As such, this project will include a seminar and training component similar to the Northern Ontario Exports Value-Added Export Development training already in place via ONEDC. Through 3 years of intensive program delivery, one on one consultation and feedback from program participants, ONEDC has found that firms appreciate the opportunity to learn in a group environment and often find the networking among Northern Ontario firms beneficial.

Topics for group seminars and training will include various primers on government procurement and working with defence contractors, understanding the supply chain, certifications and the bidding process with a target of 5 workshops, 5 breakfast events (one in each of the major cities) and support of FedNor's annual Northern Ontario's Road to Defense (NORD) conference.

B) ITB Defence Readiness Program (DRP):

Similar to ONEDC's experience in offering the Export Market Assistance Program (EMA), the ITB Defence Readiness Program (DRP) will provide matching dollars support up to 50 applications from Northern Ontario firms in securing the required certifications to effectively participate in the defence supply chain. Examples of certifications often required in the defence industry include but are not limited to: ISO 9001 and 14001, CGRP, AS9100.

This component of the initiative will also support Northern Ontario company marketing efforts so they can promote capabilities to primes and tier one defence contractors. The DRP will support activities similar to the successful EMA fund.

Program parameters include:

- Companies must have completed an ITB CBP or be engaged in the CBP to be eligible for DRP support;
- Companies established and operating in Northern Ontario that are currently working in defence or would like to offer their goods and services to the defence industry;
- Companies can apply for up to \$10,000 or 50% of total eligible project costs, whichever is less, for new defence development projects;
- Companies with a minimum annual sales of \$500,000;
- Must be a registered company (either provincially or federally) for a minimum of two years;
- Applicants must be in full compliance with all government laws and regulations;
- Company cannot be receiving any other contributions from public funds towards the specific activities contained in the funding application.

Use of DRP funds:

- Defence industry specific trade shows/conferences/seminars;
- Booth rental and related exhibition costs;
- Translation services designed to promote your products and services in targeted markets;
- In-market activities (show guide, mail-out, other);
- Matchmaking activities (pre-arranged meetings, preparation of company profiles, other) ;
- Product testing (to meet foreign standards and certification);
- Marketing and promotional materials;
- Trade mission follow-up activities;
- Developing display panels, pavilions and information booths;
- Market research and intelligence;
- Ground transportation;
- Website enhancement/development related to defence industry.

In addition to providing direct support to Northern Ontario firms interested in the defence sector, this initiative will allow for:

- Greater collaboration on the defence file among ONEDC partners and federal/provincial agencies
- Collaboration among Northern Ontario firms
- Improve supply chain integration in the short-to medium term (within 3 years)
- Address barriers to defence sector entry
- Expanding the diversity of Northern Ontario businesses
- Support development of new alliances between industry and post-secondary institutions

ITB Capacity Building Program – SSMEDC EDF Request

2018 08 13

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- Coordinated marketing approach for Northern Ontario targeted at defence opportunities
- Leverage resources and budgets
- Supports company job retention, creation and sales growth
- Enhance cluster development of Northern Ontario firms involved in defence and aerospace activities
- Promote the varied services of NOHFC, MNDM and FedNor to a willing and growth oriented sector
- Strengthen collaboration and working relationships between municipal, provincial and federal governments through ONEDC in providing services to and promotion of the defence and aerospace sector
- Increase tax revenues for all levels of government as a result of business expansion activities
- Support the efforts of firms to develop joint ventures, strategic alliances and/or distributor relationships with Prime contractors and potential firms from other provinces

Summary of Project Targets

- Participation of 30 companies in ITB Capacity Building Program (CBP)
- 20 firms achieve relevant certifications through Defence Readiness Program (DRP)
- Participation of 40 companies in seminars and events
- 5 company bids/quotes
- 3 successful contracts
- Job creation – ITB is long term approach - It is difficult to determine the overall job creation as this is dependent on when the Canadian Government releases the project for bidding and if the bid is successful. Having this program in place will provide the opportunity for Northern Ontario companies to compete against other defense zones in Canada.

The Defence Supply Chain Capacity Building Program will be a pan-Northern initiative whose budget is beyond the scope of Ontario's North Economic Development Corporation and its five economic development partners to fund without the combined support of the two levels of government. Of note what makes this initiative so important to Northern Ontario is the fact that the Federal government has deemed Northern Ontario as a designated area to procure defence activity.

The success of this initiative will enhance the competitiveness of Northern Ontario businesses in this space. NOHFC in partnership with FedNor has funded a very successful program in the mining supply and services sector with great

ITB Capacity Building Program – SSMEDC EDF Request

2018 08 13

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success and ONEDC is very confident it will do the same for the defense program.

ANALYSIS

The Defence Supply Chain Capacity Building Program has a goal of building capacity and creating opportunity for private sector firms engaged in the program. The number of jobs created will be determined by how much the companies wish to engage themselves in the defence space. The goal of the program is to directly help companies grow and diversify in the defense sector and increase their revenues which in turn will lead to positions in production, sales/marketing, management and more.

The program has the potential to

- Create new jobs
- Increase tax assessment

In Sault Ste. Marie, the program will complement the Business Retention and Expansion efforts that the SSMEDC is embarking on. Assisting companies in diversifying their product or sector base will further enhance their respective operations by way of retaining and adding employment, sustainability and increasing customer base.

There is a solid rationale to support this project given:

- The coordinated approach from Northern Ontario cities to this file
- The Government of Canada has deemed Northern Ontario as a designated area to procure defence activity
- The capacity of local firms to develop business from this sector
- The project will be based from Sault Ste. Marie

FINANCIAL IMPLICATIONS

The SSMEDC is requesting \$50,000 from the City of Sault Ste. Marie through the EDF to assist in the contribution for this three year project

Currently the Economic Development Fund for 2018 has \$422,000 remaining.

STRATEGIC PLAN / POLICY IMPACT

This request addresses the focus area of “Community Development and Partnerships” and its priorities including Create Social and Economic Activity, Develop Partnerships with Key Stakeholders and Maximize Economic Development and Investments.

RECOMMENDATION

It is therefore recommended that Council take the following action:

ITB Capacity Building Program – SSMEDC EDF Request

2018 08 13

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Resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received as information and the request for funding from the SSM Economic Development Corporation for the Industrial Technology Benefits (ITB) Capacity Building Program project in the amount of \$50,000 from the Economic Development Fund be approved.

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Respectfully submitted,



Tom Vair

Deputy CAO, Community Development and Enterprise Services

705.759.5264

t.vair@cityssm.on.ca

ECONOMIC DEVELOPMENT FUND (EDF) APPLICATION

4.1. Applicant Information

4.1.1. Legal name of business/organization

Sault Ste. Marie Economic Development Corporation

4.1.2. Names of Officers, Directors & Principals

Dan Hollingsworth, Executive Director

Board of Directors:

Terry Rainone - President

Robert Reid – Past President

Paul Skeggs – Vice President

Lori Naccarato – Secretary/Treasurer

Bill Freiburger

Frank O'Connor

Sheila Purvis

Parmod Shukla

Kevin Wyer

Mayor Christian Provenzano

Sandra Hollingsworth - Councillor

Tom Vair – Deputy CAO

4.1.3. History of Organization

In 1986, the Sault Ste. Marie Economic Development Corporation (SSMEDC) was established as an independent not-for-profit agency to be the lead organization in the community with respect to economic development.

SSMEDC is the community's organization for a variety of services from starting or expanding a business, to leading economic development plans and priorities. Business SSM, a division of the SSMECD will directly be involved with this project. Business Sault Ste. Marie supports existing businesses and attracts external businesses to create jobs and increase the municipal tax base. It does this by promoting the city's strategic advantages to businesses around the world. The division also focuses on small and youth business support, which would include helping local firms access funding programs for expansion or start up.

The SSMEDC will be serving as the lead to the Industrial Technological Benefits (ITB) defence project on behalf of the Ontario's North Economic Development Corporation (ONEDC). ONEDC is the Northern Ontario organization representing the interests of the

**ECONOMIC DEVELOPMENT FUND (EDF)
APPLICATION**

5 larger communities to promote and/or deliver economic development programs or projects to northern Ontario.

Since incorporation in 2005, the ONEDC Board of Directors has been made up of representatives from each of the five economic development organizations in the five large urban northern Ontario centres. ONEDC accounts are held and filed by the Sault Ste. Marie Economic Development Corporation.

ONEDC has undertaken a variety of projects and studies including the Oil Sands initiative the Strategic Export Marketing Assistance and Marketing programs which were designed to directly impact sales revenues and support growth for participating northern Ontario firms. For this initiative, ONEDC will build on the strengths and successes achieved through past program delivery and focus on supporting supply chain development with northern Ontario firms for the defence sector. Similar to past program delivery initiatives, ONEDC will appoint a project committee to work with the SSMEDC to oversee the project. All ONEDC partner organizations have extensive project management experience and Sault Ste. Marie has been identified as the lead ONEDC community for this project.

4.1.4. Organization mandate

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 that generates sustainable employment in a healthy, growing and diversified economy.

The mandate of Ontario's North Economic Development Corporation (ONEDC) is to create, promote, and implement economic development partnership between the Cities of North Bay, Timmins, Sudbury, Thunder Bay and Sault Ste. Marie and other regional development organizations in northern Ontario. This project will build capacity and economic growth from a pan-Northern perspective.

4.1.5. Key contact for initiative

Dan Hollingsworth, Executive Director, SSMEDC – 705-759-5428
John Febraro, MBA – Director Business Development - SSMEDC
705-759-2546

4.1.6. Contributing partners- Proposed

- FedNor – Industry Canada
- The Northern Ontario Heritage Fund Corporation (NOHFC) – Northern Community Capacity Building Program
- City of Sault Ste. Marie Economic Development Fund (EDF)

ECONOMIC DEVELOPMENT FUND (EDF)

APPLICATION

- City of Sudbury
- City of Timmins
- City of North Bay
- City of Thunder Bay

4.2. Project Information

4.2.1. Project description

Industrial Technology Benefits (ITB) Capacity Building Program

The SSMEDC is requesting \$50,000 from the City of Sault Ste. Marie through the EDF to assist in the contribution for this three year project. The City of Sudbury, Timmins, North Bay and Thunder Bay are also contributing. Funding from both NOHFC and FedNor are in the review process and it appears that there will be a positive outcome with both partners.

As mentioned, the SSMEDC will host this program in Sault Ste. Marie on behalf of ONEDC and the other Northern Ontario cities involved in the project. The total project cost for this project is \$2,304,200 over the three years. Two new dedicated project contract resources would be engaged and located in SSM at the SSMEDC to oversee the project. In addition, all financial administration will be submitted by the SSMEDC to the funding partners to ensure all agreements are well-managed.

There are two components to the program which include the ITB Capacity Building Program and the ITB Defence Readiness Program. Below is a detailed description of both programs:

A) ITB Capacity Building Program (CBP):

Building on the successes of the Strategic Export Marketing Program, the **Defence and Security Capacity Building Program (CBP)** will provide Northern Ontario firms with the opportunity to access qualified third party expertise to help conduct a defence market readiness assessment of their operation, identify required next steps and plan accordingly. This program will provide support for up to 30 companies per intake in identifying and reviewing key defence procurement contracts as they relate to the companies operation and help prepare the firm to bid.

The majority of this third party expertise will be provided on a one on one basis with Northern Ontario firms however, there are several components of preparing to do business within the defence sector that can be accomplished in a group setting. As such, this project will include a seminar and training component similar to the Northern Ontario Exports Value-Added Export Development training already in place via ONEDC. Through 3 years of intensive program delivery, one on one consultation and feedback from program participants, ONEDC has found that firms appreciate the opportunity to

ECONOMIC DEVELOPMENT FUND (EDF)
APPLICATION

learn in a group environment and often find the networking among Northern Ontario firms beneficial.

Topics for group seminars and training will include various primers on government procurement and working with defence contractors, understanding the supply chain, certifications and the bidding process with a target of 5 workshops, 5 breakfast events (one in each of the major cities) and support of FedNor's annual Northern Ontario's Road to Defense (NORD) conference.

B) ITB Defence Readiness Program (DRP):

Similar to ONEDC's experience in offering the Export Market Assistance Program (EMA), the **ITB Defence Readiness Program (DRP)** will provide matching dollars support up to 50 applications from Northern Ontario firms in securing the required certifications to effectively participate in the defence supply chain. Examples of certifications often required in the defence industry include but are not limited to: ISO 9001 and 14001, CGRP, AS9100.

This component of the initiative will also support Northern Ontario company marketing efforts so they can promote capabilities to primes and tier one defence contractors. The DRP will support activities similar to the successful EMA fund.

Parameters will include:

- Companies must have completed an ITB CBP or be engaged in the CBP to be eligible for DRP support;
- Companies established and operating in Northern Ontario that are currently working in defence or would like to offer their goods and services to the defence industry;
- Companies can apply for up to \$10,000 or 50% of total eligible project costs, whichever is less, for new defence development projects;
- Companies with a minimum annual sales of \$500,000;
- Must be a registered company (either provincially or federally) for a minimum of two years;
- Applicants must be in full compliance with all government laws and regulations;
- Not receiving any other contributions from public funds towards the specific activities contained in the funding application.

Use of DRP funds:

- Defence industry specific trade shows/conferences/seminars;
- Booth rental and related exhibition costs;

ECONOMIC DEVELOPMENT FUND (EDF)

APPLICATION

- Translation services designed to promote your products and services in targeted markets;
- In-market activities (show guide, mail-out, other);
- Matchmaking activities (pre-arranged meetings, preparation of company profiles, other) ;
- Product testing (to meet foreign standards and certification);
- Marketing and promotional materials;
- Trade mission follow-up activities;
- Developing display panels, pavilions and information booths;
- Market research and intelligence;
- Ground transportation;
- Website enhancement/development related to defence industry.

4.2.2. Objectives

In 2017, ONEDC worked with a defence industry consultant to evaluate and clearly define Northern Ontario's defence value proposition. The report, supported by Invest Canada Community Initiatives and FedNor, details the moderate successes to date and opportunities to further advance supply chain development. Included in the Executive Summary of the Aerospace and Defence Opportunities – The Northern Ontario Value Proposition report is the following excerpt.

“The goal of this report was to determine if there is a viable value proposition with respect to the aerospace and defence industry sector which exists in the geographical region of Northern Ontario referred to in the report as the “Trans Canada Corridor”. The answer is resoundingly affirmative. As discussed in the report there is a historical and current culture relevant to the industry, there is a rich and diverse supply chain compromised of regional industry and enablers, and there are a committed group of strategic stakeholders motivated to communicate the Northern Ontario value proposition (NOVP).”

This report, and the subsequent analysis supported by FedNor provided a roadmap for ONEDC and identify project partners in advancing defence opportunities in Northern Ontario.

Despite the obvious value proposition in Northern Ontario, we have heard important feedback from defense prime contractors (vendors to the federal government on large contracts) - while Northern Ontario has strong capabilities to offer, a number of individual firms have some work to do to bring them up to standards acceptable in the defence industry. Some need a formal quality control program; many need proper security registration and most need to adapt their business development style to the defence industry. To meet these needs, Northern Ontario needs to invest in dedicated resources.

ECONOMIC DEVELOPMENT FUND (EDF) APPLICATION

This project has been developed to build on this existing work to date and to respond to the needs of Northern Ontario firms who wish to diversify into the defence industry but require support to do so.

Structured as a 3 year pilot project closely modeled after the Northern Ontario Exports Program, the ITB initiative will:

- Help Northern Ontario companies increase awareness and understanding of defence supply chain opportunities;
- Provide Northern Ontario firms with the expertise required to prepare to participate in this sector;
- Support Northern Ontario firms with defence certification requirement and bid preparation process;
- Provide capacity to source/develop Northern Ontario companies capabilities as required by current contract obligation opportunities;
- Provide ONEDC with the resources required to effectively work in tandem with Northern Ontario's designated region representative at FedNor to increase marketing of Northern Ontario capabilities.
- To represent Northern Ontario companies at defence events and to assist them in their business development efforts.

4.2.3. Performance targets

In addition to providing direct support to Northern Ontario firms interested in the defence sector, this initiative will allow for:

- Greater collaboration on the defence file among ONEDC partners and federal/provincial agencies
- Collaboration among Northern Ontario firms
- Improve supply chain integration in the short-to medium term (within 3 years)
- Address barriers to defence sector entry
- Expanding the diversity of Northern Ontario businesses
- Support development of new alliances between industry and post-secondary institutions
- Coordinated marketing approach for Northern Ontario targeted at defence opportunities
- Leverage resources and budgets
- Supports company job retention, creation and sales growth
- Enhance cluster development of Northern Ontario firms involved in defence and aerospace activities
- Promote the varied services of NOHFC, MNDM and FedNor to a willing and growth oriented sector

ECONOMIC DEVELOPMENT FUND (EDF)

APPLICATION

- Strengthen collaboration and working relationships between municipal, provincial and federal governments through ONEDC in providing services to and promotion of the defence and aerospace sector
- Increase tax revenues for all levels of government as a result of business expansion activities
- Support the efforts of firms to develop joint ventures, strategic alliances and/or distributor relationships with Prime contractors and potential firms from other provinces

TARGET SUMMARY:

- o Participation of 30 companies in ITB Capacity Building Program (CBP)
- o 20 firms achieve relevant certifications through Defence Readiness Program (DRP)
- o Participation of 40 companies in seminars and events
- o 5 company bids/quotes
- o 3 successful contracts

Job creation – ITB is long term approach - It is difficult to determine the overall job creation as this is dependent on when the Canadian Government releases the project for bidding and if the bid is successful. Having this program in place will provide the opportunity for Northern Ontario companies to compete against other defense zones in Canada.

4.2.4. Impacts and Limitations of Project

The Defence Supply Chain Capacity Building Program will be a pan-Northern initiative whose budget is beyond the scope of Ontario's North Economic Development Corporation and its five economic development partners to fund without the combined support of the two levels of government. Of note what makes this initiative so important to Northern Ontario is the fact that the Federal government has deemed Northern Ontario as a designated area to procure defence activity. The success of this initiative will enhance the competitiveness of Northern Ontario businesses in this space. NOHFC in partnership with FedNor has funded a very successful program in the mining supply and services sector with great success and ONEDC is very confident it will do the same for the defense program. NOHFC has approved their contribution and is contingent on other funding approvals. If not approved, the project cannot move forward.

4.2.5. Methodology and timing (including key dates for progress reports and final report to Council)

Project Milestones	Timing	
	Start month/year	End month/year
Start Defence Readiness Program (DRP)	Sept 2018	March 2021

ECONOMIC DEVELOPMENT FUND (EDF)
APPLICATION

Start Capacity Building Program (CBP)	Sept 2018	March 2021
Start One on One Training Program	Sept 2018	March 2021
Start Trade Show participation	Oct 2018	March 2021
Progress Report #1 to Council	Sept 2019	
Progress Report # 2 to Council	Sept 2020	
Final Report to Council	March 2021	

- NOHFC - \$807,100 – **stage 2 under review**
- FedNor - \$807,100 - **stage 2 under review**
- EDF - \$50,000 request for SSM to contribute to the project and participate at key defence events
- Present EDF to City Council on Aug 2018

4.3. Costs and Financing

4.3.1. Detailed project costs

Project Cost Category	Eligible Project Costs	Ineligible Project Costs	Total Project Costs
Program Shared Administration	474,200	0	474,200
ITB Capacity Building Program (one-on-one consultation and plan development)	600,000	0	600,000
ITB Capacity Building Program Workshops & Events	90,000	0	90,000
ITB Defence Readiness Program (DRP)	1,000,000	0	1,000,000
Marketing	140,000	0	140,000
TOTAL	2,304,200	0	2,304,200

4.3.2. Financing arrangements (e.g., equity, loans, etc.) and funding partners

Funding Source	Project Cost Category	Funding Type	Eligible Project Costs	Ineligible Project Costs	Funding Amount
NOHFC		Conditional grant	807,100		807,100

ECONOMIC DEVELOPMENT FUND (EDF)

APPLICATION

Partner Contributions		Cash contribution	690,000		690,000
FedNor		Conditional Grant	807,100		807,100
		TOTAL	2,304,200		2,304,200

4.3.3. In-kind contributions

Beyond the community contribution, the SSMEDC will be providing for office space, technology support and project administration during this three year project. Other partners will be contributing time and travel costs to the overall project to meet the milestones and deliverables, beyond the cash contribution. The estimated in-kind value will be in excess of \$50,000.

4.3.4. Balance, Financial Statements, Cash flow projections (historical and projected)

See attachments financials.

4.3.5. Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.

See attached applications.

4.4. Economic Benefits

4.4.1. Description of how the project promotes economic growth and diversification

The Defence Supply Chain Capacity Building Program has a goal of building capacity and creating opportunity for private sector firms engaged in the program. The number of jobs created will be determined by how much the companies wish to engage themselves in the defence space. The goal of the program is to directly help companies grow and diversify in the defense sector and increase their revenues which in turn will lead to positions in production, sales/marketing, management and more. In addition, companies with an innovative product or service can excel at the international level and this program also aims to foster companies bringing these to market. As a Pan-Northern program, working with companies in smaller municipalities or rural settings can result in quite dramatic opportunities to create jobs and positively impact these communities.

4.4.2. Projected job creation

ECONOMIC DEVELOPMENT FUND (EDF) APPLICATION

Similar to the above, as companies grow their revenue internationally and outside of Ontario, the requirement for high-end skilled professionals in a number of roles will increase. The number of jobs created will be determined by how much the companies wish to engage themselves in the defence space. It is the belief of ONEDC that this program will follow the success of the mining supply and service as that program necessitated successful companies in Northern Ontario to attract engineers, international sales and marketing managers, high-end skills/trades and more.

4.4.3. Potential for tax assessment increase

The Defence Supply Chain Capacity Building Program has a goal of building capacity and creating opportunity for private sector firms engaged in the program. The goal of the program is to directly help companies grow and diversify in the defense sector and increase their revenues which in turn will lead to potential expansion of business, positions in production, sales/marketing, management and more. In addition, companies with an innovative product or service can excel at the international level and this program also aims to foster companies bringing these to market. As a Pan-Northern program, working with companies in smaller municipalities or rural settings can result in quite dramatic opportunities to create jobs and positively impact these communities and Northern Ontario as a whole.

4.4.4. Other economic and community benefits

The Defence Supply Chain Capacity Building Program aims to assist Northern Ontario SME's to further enhance their business by diversifying in the defence space which in turn will grow their business outside of Northern Ontario creating a more sustainable and productive entity.

4.5. Community Benefits

4.5.1. How the project compliments other local initiatives

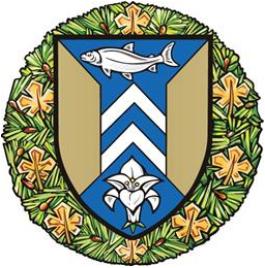
This program will further enhance the great work that was done for the mining sector under the Northern Ontario Export Program. This Defence Supply Chain Capacity Building Program will further enhance the pursuit of other government programs by Northern Ontario businesses that will participate in this defence program. It is also believed that through this program, Northern Ontario companies that participate will be able to further grow outside of Northern Ontario.

In addition, this program will further compliment the Business Retention and Expansion efforts that the SSMEDC is embarking on. Assisting companies in diversifying their product or sector base will further enhance their respective operations by way of retaining and adding employment, sustainability and increasing customer base.

ECONOMIC DEVELOPMENT FUND (EDF)
APPLICATION

4.5.2. Impact on the community as a whole

There will be a positive impact to the community as a whole as companies involved in the defence sector will further expand by way of creating jobs, diversifying and marketing themselves in a new sector that will further enhance their operations. As these companies succeed, confidence will be further instilled in our community.



The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Historic Sault Ste. Marie Métis Council EDF Application

PURPOSE

The purpose of this report is to provide information and seek City Council's decision on a request for funds from the Economic Development Fund (EDF) by the Historic Sault Ste. Marie Métis Council (HSSMMC).

BACKGROUND

HSSMMC, formally established in 1994, represents one of Canada's oldest and most historic Métis communities. As of the 2016 National Household Survey, Sault Ste. Marie's Métis population was in excess of 3,000 (40% of the City's indigenous population and 5% of the total population), with over 1,100 being registered, right-bearing citizens of the Métis Nation of Ontario (MNO). This number continues to rise annually, as more and more members of the Sault Ste. Marie community rediscover and reconnect with their Métis heritage.

The HSSMMC is run by a volunteer board of local MNO citizens who are elected every three years in a democratic, ballot election. Roles, responsibilities and financial policies are governed by formal governing documents, including a Community Charter, Electoral Code and Financial Policies & Procedures. Collectively, the HSSMMC manages an annual operating budget of over \$70,000 and has consistently maintained either balanced or surplus budgets since its inception.

The HSSMMC is also supported by the robust administrative structures of the Métis Nation of Ontario (MNO) Secretariat, which operates on an annual budget of approximately \$40 million. Through the MNO, the HSSMMC receives a variety of in-kind supports, including Finance, Human Resources, Governance, Legal and Advertising resources. Through its relationship with the MNO and ongoing support of dozens of local Métis volunteers, the HSSMMC has been able to offer a consistent flow of unique and culturally-informed programs and services that

Historic Sault Ste. Marie Métis Council EDF Application

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benefit Sault Ste. Marie's Métis and urban Indigenous communities, as well as the broader community at large.

HSSMMC is looking to renovate and repurpose three buildings located at 134 John St., 136 John St., and 138 John St., to create a new, accessible and financially self-sustaining Métis Cultural Centre. In July 2017, the Anglican Church returned the property to the Metis Nation as it was the site of a Métis burial ground. The former St. John the Evangelist Anglican Church, hall and rectory are located on the property.

The project aims to create a place to address the needs of the Métis people for social support, healing, wellness, education and cultural preservation, through the use of history, arts, gatherings and traditional methods.

The new Métis Cultural Centre will become:

- The only permanent Métis Cultural Centre in Ontario (fourth in Canada) and will house and display a professionally-curated collection of historic Métis artifacts.
- A space to celebrate Métis visual and performing arts.
- A permanent physical space for the HSSMMC's ongoing community, cultural and reconciliation-focused activities within Sault Ste. Marie.
- A space for the broader Sault Ste. Marie population to host community and reconciliation-focused events that aims to preserve the Métis traditions and educate others.
- A tourism destination for Ontario's over 80,000 Métis.
- The delivery site for the Métis Nation of Ontario's education and training, health and wellness promotion and seniors and justice system support programs.

The MNO has contributed a sum of \$100,000 to get the project underway and applications have been submitted to request funds from the Ontario Trillium Fund and the Canadian Heritage Fund. HSSMMC is requesting funding of \$30,000 from the Economic Development Fund to be used towards the scope of work for this project. The total value of the project should all funding sources be approved will be in excess of \$1 million dollars.

The HSSMMC is asking that the City EDF contribution be approved to advance the project contingent upon their investment of \$100,000. Regardless of the outcome of the OTF and Canadian Heritage Fund funding decision, they anticipate investing in the properties to advance their cultural centre.

ANALYSIS

The community benefits for the project are multi-dimensional. The opportunity to transform the John Street locations into the Métis Cultural Centre provides a

unique opportunity to support a historic cultural group in Sault Ste. Marie and rejuvenate a significant property in the downtown area.

The purpose of the Economic Development Fund is to support job creation, support the increase of new tax assessment through new investments, and to support economic development projects. This project estimates job creation through the construction and development phase and five (5) new long-term jobs for the ongoing operations of the cultural centre.

The current EDF criteria were established in 2010 and are in the process of being updated by the Community Development & Enterprise Services Department. Given we are in a transition phase with the program, along with the nature of HSSMMC's request; staff felt it appropriate to bring this application to City Council for decision.

The distribution of funds to the HSSMMC will be on a claims basis once the development project has commenced.

FINANCIAL IMPLICATIONS

The HSSMMC is requesting a total funding of \$30,000 to assist with the project costs for renovations and accessibility enhancements.

Currently the EDF fund for 2018 has \$422,000 remaining.

STRATEGIC PLAN / POLICY IMPACT

This item aligns with the Corporate Strategic Plan in the focus area of Quality of Life – Promote and Support Arts & Culture. "Promotion of our City's arts, culture, historic and heritage sites is an essential component in achieving economic health. Arts and cultural activities draw crowds from within and around the municipality contributing to a dynamic community."

This project also aligns directly with the Cultural Vitality pillar within the FutureSSM project.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received as information and the request for funding from the Historic Sault Ste. Marie Métis Council in the amount of \$30,000 from the Economic Development Fund be approved to renovate and repurpose three buildings located at 134 John St., 136 John St., and 138 John St., to create a new, accessible and financially self-sustaining Métis Cultural Centre

Historic Sault Ste. Marie Métis Council EDF Application

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Vair".

Tom Vair

Deputy CAO, Community Development and Enterprise Services

705.759.5264

t.vair@cityssm.on.ca



the Métis
Nation of
Ontario

Cultural Centre Economic Development Fund Application

June 15, 2018



Northstar
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Economic Development Fund (EDF) – Application - \$30,000 Request

Application Requirements

1. Applicant Information

1.1. Legal Name of the Business/Organization

Historic Sault Ste. Marie Métis Council (HSSMMC)
26 Queen Street East
Sault Ste. Marie,
Ontario P6A 1Y3
Ph (705) 254-3515

Métis Nation of Ontario (MNO)
66 Slater Street
Suite 1100
Ottawa,
Ontario K1P 5H1
Ph (613) 722-4225 toll-free 1-800-263-4889

1.2. Names of Officers, Directors and Principals

Key MNO members and positions of the HSSMMC:

- *Kim Powley*, President
- *John Konawalchuck*, Chair
- *Brenda Powley*, Senator
- *Stephen Gjos*, Secretary
- *Shari Smale*, Treasurer
- *Shirley Loubert*, Women's Representative
- *Ken Smale*, Councillor



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These names and positions are accurate as of the 2015 MNO election. Elections occur every 3 years. The next election will be held in September 2018. These names are subject to change once the results are publicly announced.

1.3. History of the Organization

The Historic Sault Ste. Marie Métis Council (HSSMMC) represents one of Canada's oldest and most historic Métis communities. As of the 2016 National Household Survey, Sault Ste. Marie's Métis population was in excess of 3,000 (40% of city's indigenous population and 5 percent of the total population), with over 1,100 being registered, rights-bearing citizens of the Métis Nation of Ontario (MNO). This number continues to rise annually, as more and more members of Sault Ste. Marie community rediscover and reconnect with their Métis heritage.

To respond to the unique and often unaddressed needs of Sault Ste. Marie's large and growing Métis community, the HSSMMC was formally established in 1994. The HSSMMC is run by a volunteer board of local MNO citizens, who are elected every 3 years in democratic, ballot box elections. Roles, responsibilities and financial policies are governed by formal governing documents, including a Community Charter, Electoral Code and Financial Policies & Procedures. Collectively, the HSSMMC manages an annual operating budget of roughly \$70,000+ and has consistently maintained either balanced or surplus budgets since its inception.

The HSSMMC is also supported by the robust administrative structures of the Métis Nation of Ontario (MNO) Secretariat, which operates on an annual budget of approximately 40 million. Through the MNO, the HSSMMC receives a variety of in-kind supports, including Finance, Human Resources, Governance, Legal and Advertising resources. Through its relationship with the MNO and the perennial support of dozens of local Métis volunteers, the HSSMMC has been able to offer a consistent flow of unique and culturally-informed programs and services that benefit Sault Ste. Marie's Métis and urban Indigenous communities, as well as the broader community at large. These include organizing regular community-inclusive events which celebrate Métis history and culture; such as Powley Day and Louis Riel Day, a Métis dance club, Métis artisan collective, and participation in larger community multicultural events; such as Rotary fest, Passport to Unity, Bon Soo, National Aboriginal Day, and many more.

1.4. Organization Mandate

Métis Nation of Ontario Statement of Prime Purpose and Organizational Mandate:

Sourced from the Métis Nation of Ontario

The Métis Nation continues today to be the embodiment of our past, the source of sustenance for our present while giving rise to our hopes and aspirations for the future.

We are a Nation, born of independence, and self-sufficiency whose teachings are founded on the values of honesty and truth. We are proud of our rich heritage. We are inspired by the values and traditions of our ancestors. The strength of our society is based on democracy, freedom, fairness,



equality, generosity, justice and the customary and written law of our people. Above all, we cherish harmony and peace.

As Aboriginal people we hold sacred the rights of the individual and of the collective. We have respect for each other, for the land and for the animal and plant life that surrounds us. We are people who honour and respect the family, our elders who hold the key to the past, and our children, who are our future.

Guided by our spiritual values we aspire to attain our highest potential.

We, the Métis Nation, are a distinct Nation among the Aboriginal peoples in Canada and as such our Aboriginal and treaty rights are recognized and affirmed under Section 35 of the Constitution Act, 1982.

We, the Métis Nation, have the inherent right of self-determination and self-government; We, the Métis who live within the Métis Homelands of Ontario, desiring to bind our people together to collectively promote our common cultural, social, political, and economic well-being, have founded the Métis Nation of Ontario, to be our representative body with the following aims and objectives:

- to research, publish and promote the genealogical documentation of the Métis, and to establish and maintain a registry of the Métis Citizens of Ontario;
- to establish democratic institutions based on our inherent right of self-government;
- to encourage the full participation of all Métis in the Métis Nation;
- to promote and foster community development;
- to re-establish land and resource bases;
- to develop prosperity and economic self-sufficiency within the Métis Nation;
- to provide care and support necessary to meet the fundamental needs of the citizens of the Métis Nation;
- to promote the improved health and wellness of the individual, the family and the whole Métis community;
- to establish effective means of communication for the Métis Nation;
- to encourage academic and skills development and to enable citizens of the Métis Nation to attain their educational aspirations;
- to promote the history, values, culture, languages and traditions of the Métis Nation and to create an awareness of our proud heritage;
- to promote Métis artistic and cultural achievement;



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- to ensure that Métis can exercise their Aboriginal and Treaty rights and freedoms and in so doing, act in a spirit of cooperation with other Aboriginal and non-Aboriginal people;
- to establish good relations and maintain our historic alliances with all Aboriginal peoples for the pursuit of our common interests and goals;
- to continue our affiliation with the Métis National Council for the representation of the interests of the Métis Nation in Ontario, and at the National and International levels;
- to gain the recognition and respect of the Métis as a Nation and a people to protect and preserve the land and waters within our homelands for future generations.

1.5. Key Contact for the Initiative

Jason Naccarato, CEO
Northstar Consulting
83 Huron St.
Sault Ste. Marie,
Ontario P6A 5P4
Ph (705) 254-9216
jnaccarato@nacinc.ca

1.6. Contributing Partners

- Métis Nation of Ontario (MNO)
- Historic Sault Ste. Marie Métis Council
- Northstar Consulting
- Sault Ste. Marie Anglican Diocese
- Sault College

1.7. References

See attached letters of support.

2. Project Information



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2.1. Project Description

This Historic Sault Ste. Marie Métis Council (HSSMMC) is currently seeking funding to conduct necessary renovations to repurpose existing buildings into a new Métis Cultural Centre. This funding will be used to repurpose existing buildings into an accessible and financially self-sustaining Centre, with a projected annual budgetary surplus that will be reinvested into community programming, cultural preservation, education and to build a place to celebrate Métis history, visual and performing arts. The Sault Métis Centre will become:

- The only permanent Métis cultural centre in Ontario (fourth in all of Canada) and will house and display a professionally-curated collection of historic Métis artifacts currently valued at over \$25,000.
- A space to celebrate Métis visual and performing arts.
- A permanent physical space for the HSSMMC's ongoing community, cultural and reconciliation-focused activities within Sault Ste. Marie.
- A space for the broader Sault Ste. Marie population to host community- and reconciliation-focused events that aim to preserve the Métis traditions and educate others.
- A tourism destination for Ontario's 80,000+ Métis and the 500,000+ Métis across Canada, bringing economic benefits to the broader Algoma region.
- The delivery site for the Métis Nation of Ontario's education and training, health and wellness promotion, and seniors and justice system support programs, that will benefit Sault Ste. Marie's Métis and urban Indigenous communities.

The Historic Sault Ste Marie Métis Council is the representative voice of the rights bearing Metis Community in Sault Ste Marie. This project aims to repurpose the three buildings located at 134 John St., 136 John St., and 138 John St. in Sault Ste Marie Ontario into a Métis Cultural Centre as well as the place of operations for the HSSMMC and its existing programming. The site is the former St. John the Evangelist Anglican Church and was recently gifted to the Sault Ste. Marie Council of the Métis Nation of Ontario. The church grounds hold a significant historical relevance to the Métis community in Sault Ste. Marie dating back to the 1700's.

The Sault Ste. Marie Métis Cultural Centre will become the only permanent Métis cultural centre in Ontario (fourth in all of Canada) and will house and display a professionally-curated collection of historic Métis artifacts currently valued at over \$25,000. The Centre will act as a permanent physical space for the HSSMMC's ongoing community, arts, cultural and reconciliation-focused activities within Sault Ste. Marie. This space will also be made available for the broader Sault Ste. Marie community to host community focused events as well as art displays and performances.



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The cultural Centre will be a tourism attraction for Ontario's 80,000+ Métis and the 500,000+ Métis across Canada, bringing economic benefits to the region. Additionally, the facility will be the delivery site for the Métis Nation of Ontario's Education & Training, Health & Wellness, Seniors and Justice System support programs, benefiting Sault Ste. Marie's Métis and urban Indigenous communities.

Northstar Consulting has been engaged by Ontario Historic Sault Ste. Marie Métis Council (HSSMMC) to develop a feasibility study and business case for the proposed Métis Cultural Centre project with the support of the Métis Nation of Ontario. The study is an in-depth review of the operational feasibility and sustainability of the facility.

The project leverages a wide range of existing expertise and support within the Sault Ste. Marie and broader Ontario Métis Communities. The HSSMMC has over two decades of experience managing properties and operations of a similar scope and size to the proposed initiative and will continue to be supported by its extensive network of dedicated volunteers. These efforts will be supplemented by the robust range of in-kind administrative supports offered by the Métis Nation of Ontario.

This application is a request for \$30,000 in EDF funding towards this project.

2.2. Objectives

This project aims to create a place to address the needs of the Métis people for social support, healing, wellness, education and cultural preservation through the use of history, arts, gatherings, and traditional methods. The vision is to develop Centre programming and a sense of place for the Métis people that encompasses Métis arts, culture and time-honored traditions, as well as providing a medium for its enjoyment, preservation and education. This project is targeting both at the needs of Métis people across Canada as well as well as non-aboriginal stakeholders who are to benefit from experiencing this unique part of Canadian heritage. This project will also honor the sacred aspects of the Metis burial ground upon which these three buildings were constructed.

2.3. Performance Targets

Keys to Success:

- Create a sanctuary where all are welcome, surrounded by Métis historical artifacts, arts, and culture where a focus on needs of the Métis people can effectively take place and knowledge can be shared with all.
- Use traditional practices and methodology to heal the body and mind, reinforce the cultural significance, and pass these principles on to future generations.
- Develop a sustainable place in a fiscally responsible manner that will allow for the existing services to be continued and expanded upon.



2.4. Impacts and Limitations of the Project

Impacts:

The Cultural Centre will create a peaceful and trusting atmosphere where stress is reduced, where the community members are assisted with their needs, are given choices in managing their daily living and future planning, and are encouraged to complete their cultural journey. All of these activities will take place in physical surroundings of adequate space and privacy, of the lodge, promoting healing and wellness. The Métis Cultural Centre will showcase Métis culture, language, dance, teachings, and other historic practices. The Canadian government has made a commitment to provide sufficient funding to incorporate culturally appropriate curriculum into the Canadian landscape.

Limitations:

Finding adequate teachers in the cultural arts, traditions and heritage may be challenging because the Métis people haven't had access to a cultural centre before and therefore have a limited database of members. Given the small staff, the Cultural Centre will need dedicated, motivated and trained people who are able to work on site with minimal supervision. This may be difficult due to the sacred nature of the work and location. However, with the assistance of community partners like the Sault Community Career Centre and Sault College Employment Solutions, plans will be established to ensure adequate human resources. During the winter months, access to the Cultural Centre may become impaired due to weather. It will be up to the Métis Nation of Ontario to have a snow removal plan and access procedures in place.



2.5. Methodology and Timing (Key Dates for Progress Reports and Final Report)

Project Year	Key Objectives	Major Activities	Schedule/Timeframe	Resources	Authority
1	Begin renovations on administration buildings	Get quotes, promote RFP's, create renovation plans, define budget, create risk mediation plan	12 months	Human resources, project facilitator, administration, cash renovation expenses	Sault Métis Nation of Ontario Council; personnel
1	Create and update curriculum for programming	Identify partners for program delivery, including other indigenous groups; create MOU's; identify partner for social skills training and create records of curriculum; meet with education partners to review programs	12 months	Human resources, program coordinator, administration, cash renovation expenses	Personnel
1	Recruit youth mentors and program guest speakers	Create programming and speakers schedule; administer mentor training including sensitivity training; administer introductions and assist with building relationships	4 months	Human resources, program coordinator, administration, consultant, cash program creation expenses	Sault Métis Nation of Ontario Council; personnel
1	Creation of Cultural Centre sustainability plan	Meet with consultant; apply for grants; create hall rental agreement; contact schools for presentations	3 months	Human resources, project facilitator, cash consultant fees	Sault Métis Nation of Ontario Council; personnel
2	Begin renovations on museum building	Get quotes, promote RFP's, mediate with contractors, create renovation plans, define budget, create risk mediation plan	12 months	Human resources, project facilitator, administration, cash renovation expenses	Sault Métis Nation of Ontario Council; personnel
2	Recruit youth mentors and program guest speakers	Create programming and speakers schedule; administer mentor training including sensitivity training; administer introductions and assist with building relationships	4 months	Human resources, program coordinator, administration, consultant, cash program creation expenses	Sault Métis Nation of Ontario Council; personnel
2	Purchase equipment for program facilitation	Get price quotes, have equipment installed	3 months	Cash for necessary equipment	Personnel
2	Maintain bookkeeping process and records	Hire staff; create process; create space for filing and storage	2 months	Cash for software and filing system	Personnel
3	Begin renovations on hall building	Get quotes, promote RFP's, mediate with contractors, create	12 months	Human resources, project facilitator, administration,	Sault Métis Nation of Ontario

		renovation plans, define budget, create risk mediation plan		cash renovation expenses	Council; personnel
3	Recruit youth mentors and program guest speakers	Create programming and speakers schedule; administer mentor training including sensitivity training; administer introductions and assist with building relationships	4 months	Human resources, program coordinator, administration, consultant, cash program creation expenses	Sault Métis Nation of Ontario Council; personnel
3	Create marketing material and website	Get quotes for website and marketing materials; create marketing plan; execute marketing plan	6 months	Human resources, program coordinator, consultant, cash for marketing materials	Create and administer specialized workshops based on identified needs
3	Create and administer specialized workshops based on identified needs	Create curriculum; hold stakeholder meetings; create partnerships with other indigenous groups	12 months	Human resources, personnel to identify needs and work with consultant to formulate plan, cash consulting fees	Create and administer specialized workshops based on identified needs

3. Costs and Financing

3.1. Detailed Project Costs

The HSSMMC's has identified a series of building renovations and accessibility enhancements to be an essential component to the success of the Métis Cultural Centre in Sault Ste. Marie. The following lists detail the planned scope of work:

134 John Street - (former rectory / housing unit)

Scope: convert existing house to office spaces. 12 offices, lunch room, washrooms and storage.

- Design, engineering and permits
- Upgrade to electrical, mechanical and plumbing to accommodate new use.
- Demising walls, doors and all interior finishes.
- Upgrade all editor doors, windows and finishes to upgrade energy efficiency.
- All life safety requirements
- Fully accessible building including entrance ramp, office and washroom requirements.
- **Total Cost: \$297,524.00 plus HST**



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Scope: to make all two levels accessible, new barrier free washroom on upper floor. Construct (3) offices in basement. Increase parking on east side.

- Design, engineering and permits
- New addition to house elevator to access basement and upper floor.
- New barrier free washroom on main floor.
- Construct (3) new offices in basement
- All life Safety requirements.
- New parking lot on east side of building.
- Fully accessible building including entrance ramp, office and washroom requirements.
- **Total Cost: \$247,245.00 plus HST**

138 John Street - (church)

Scope: to construct new barrier free washroom and alter as required to allow for barrier free access in building.

- Design, engineering and permits
- Construct new barrier free washroom
- Upgrade accessibility to building
- All life Safety requirements.
- Will require new water and sanitary line from city services
- **Total Cost: \$75,789.00 plus HST**

3.2. Financing Arrangements (Loans and Funding Partners)

- Métis Nation of Ontario Contribution (\$100,000)
- Canada Heritage Fund (\$462,500)
- Ontario Trillium Fund (\$500,000)
 - Building Renovations (\$135,000)
 - Programming Capital (\$335,000)
 - Overhead and Administration (\$30,000)



In-kind contributions will be received primarily from the Métis Nation of Ontario to support the ongoing restoration process. A foundational in-kind contribution was made by the Anglican diocese kick-started this project. In the fall of 2017, the Church of St. John the Evangelist, Sault Ste. Marie, was returned to the Métis Nation of Ontario. The property was left vacant after combining with St. Matthew's to form Emmaus Parish. The church is on the site of significant historical relevance to the Métis community from this region. It is the site of the original Métis burial ground located on the banks of Fort Cree downstream of the St. Mary's Rapids connecting Lake Superior and Lake Huron. In 1793 the Northwest Company built a fur trade fort at the mouth of the Creek and took the land, using it as a Company cemetery. The Americans burned the fort during the War of 1812 and the land became part of the Northwest Company in 1821. In 1901, the land was transferred to the diocese, though it was so overgrown that those involved may not have been aware of its history. A church, hall and rectory were built. Indigenous and Métis families have been an important part of the parish's history and the land and buildings have been returned to the Métis Nation of Ontario as part of the diocese's on-going effort to offer Reconciliation.

3.4. Balance, Financial Statements

The table below details the last 5 years of fiscal performance for the Historic Sault Ste. Marie council and also forecasts the financial sustainability of the organization assuming the project commences in 2018. This table demonstrates that the proposed improvements are possible and sustainable with the initial government grant assistance specified.

Year	Historic Sault Ste. Marie Metis Council - Financial Performance and Forecast									
	2012	2013	2014	2015	2016	2017	2018	2019	2020	
Opening Balance	\$49,477.07	\$5,875.25	\$19,968.22	\$58,120.41	\$94,495.16	\$59,357.05	\$78,700.76	\$26,450.76	\$37,700.76	
Expenses									FORECAST	
Banking Fees	192.54	45.00	48.60	55.80	224.86	50.96	250.00	250.00	250.00	
Office Expenses / Repairs and Maintenance and Utilities	22,093.53	10,874.75	19,105.88	26,497.44	29,387.94	47,468.89	30,000.00	20,000.00	15,000.00	
Community Gatherings, Honorariums, Travel Expenses	13,819.18	17,140.01	29,708.07	32,929.81	38,890.15	19,320.27	20,000.00	20,000.00	20,000.00	
Youth Program/ Dance Group	227.40	60.00	1,356.94	329.65	360.00	0.00	350.00	400.00	400.00	
Expenses to be Reimbursed	7,372.62	3,000.00	2,850.00	5,550.00	3,612.15	0.00	2,500.00	2,500.00	2,500.00	
Fundraising	0.00	737.61	0.00	156.24	710.21	0.00	250.00	100.00	100.00	
New Relationship Fund	0.00	0.00	0.00	0.00	5,000.00	11,860.64	0.00	0.00	0.00	
Art Programs	0.00	0.00	0.00	0.00	0.00	0.00	250.00	0.00	0.00	
Capital Investment	0.00	0.00	0.00	0.00	0.00	0.00	620,558.00	0.00	0.00	
Mortgage Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,209.76	42,209.76	
Total Expenses	43,705.27	31,857.37	53,069.49	65,518.94	78,185.31	78,700.76	674,158.00	43,250.00	38,250.00	
Revenue									FORECAST	
Office Rent Revenue	43,195.83	37,343.16	38,000.00	29,472.50	31,800.00	37,700.00	35,000.00	35,000.00	35,000.00	
Dance Group	50.00	400.00	450.00	400.68	434.10	25.00	450.00	1,500.00	1,500.00	
Expenses Reimbursed	6,398.62	2,872.18	5,000.00	8,767.84	4,167.85	8,715.00	5,000.00	5,000.00	5,000.00	
Fundraising and Exhibit Revenue	3,459.00	335.00	1,500.00	658.00	1,645.25	961.00	1,500.00	2,000.00	2,500.00	
New Relationship Fund	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	5,000.00	5,000.00	
Consultation Funds	0.00	0.00	8,170.41	62,594.67	0.00	5,000.00	2,500.00	2,500.00	2,500.00	
Art Programs	0.00	0.00	0.00	0.00	0.00	0.00	400.00	1,500.00	1,500.00	
Hall Rental	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	2,000.00	2,000.00	
Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	250,000.00	0.00	0.00	
Bank Loan	0.00	0.00	0.00	0.00	0.00	0.00	320,558.00	0.00	0.00	
Total Revenue	53,103.45	45,950.34	58,120.41	101,893.69	43,047.20	52,401.00	621,908.00	54,500.00	55,000.00	
Ending Balance	\$58,875.25	\$19,968.22	\$25,019.14	\$94,495.16	\$59,357.05	\$33,057.29	\$26,450.76	\$37,700.76	\$54,450.76	

3.5. Demonstrated Need for Assistance (Supporting Documentation)

The community benefits for the project are multi-dimensional. The opportunity to transform the John Street location into the Métis Cultural Centre is a very sustainable venture over the long-term. However, this project requires financial assistance to support the restoration and re-settlement for the HSSMMC. Garnering financial support from the Sault Ste. Marie Economic Development Corporation, at the municipal level, will go a long way in securing assistance on the provincial and federal level. The Métis Nation of Ontario has contributed a sum of \$100,000 to get the project underway. Applications have been completed that request funds from the Ontario Trillium Fund and the Canadian Heritage Fund.

See the attached feasibility study provided by Northstar Consulting as supporting documentation.

4. Economic Benefits

4.1. Description of How the Project Promotes Economic Growth and Diversification

It is the HSSMMC's intention to make necessary revisions to its education and training programs to better serve the Métis people of the community. Their programs focus on skill refinement and development to assist those who lack certain sets of skills to find work that provides a foundation for their livelihoods. The programs will aim to boost the workforce per son by person to promote growth of the community. This project will also create an economic stimulus to the tourism sector through its unique events, displays, and becoming a gathering place for Metis across the country.

New revenue streams will be generated through the activities that preserve the Métis heritage and promote its culture. These include art and dance programs, gathering hall rental, and exhibit revenue. The centre will be open to all and is expected to be utilized by Métis and non-Métis alike. Historians, educators and students will use the centre as a place to learn about this important component of our history.

4.2. Projected Job Creation

The requirements for this project will lead to the garnering of services offered by architects, contractors and other tradespeople during the phase of renovation. During the transition phase, the HSSMMC anticipates hiring full and part time employees to fill lacking positions. The HSSMMC will also hire full and part time employees to meet the increased demand of their programs and services that will rise in unison with their capacity. Key activities the HSSMMC and MNO will perform to achieve the end result include hiring and training employees, implementing procurement strategies, planning museum displays, creating marketing materials, updating the website, organizing cultural events, producing new programming, revising existing programming, maintaining filing records, holding stakeholder meetings, planning and hosting activities to engage the community, completing renovations sequentially and updating budgetary plans regularly. Plans for the renovation will be adjusted as needed.



Volunteers are an integral component of the HSSMMC's operations and will continue to play a vital role during the transition phase and beyond. The HSSMMC has built a very loyal and dependable network of volunteers from the surrounding area. The volunteer program is managed by the HSSMMC staff who assess specific volunteer needs and seek qualified and caring individuals from the community on an ongoing basis.

12 short term jobs estimated for construction and development phase

5 New long-term jobs estimated for ongoing operations of the cultural centre

4.3. Potential for Tax Assessment Increase

Since the land was in the possession of the Anglican diocese before it was gifted to the Métis Nation of Ontario, all three buildings situated on the property were tax exempt. Under this new ownership, all buildings on the property will be added to the City of Sault Ste. Marie's property tax index and pay the annual value formulated upon assessment. This will create a sum of new tax revenue for the City of Sault Ste. Marie.

4.4. Other Economic and Community Benefits

The Historic Sault Ste Marie Métis Council is located in MNO Region 4 and currently offers a wide range of community-based and culturally appropriate programs and services to Métis people. These programs and services include:

- Community Support Services
- Community Wellness Worker Program
- Education
- Employment and Training
- Labour Market Projects
- Métis Family Wellbeing Program
- Métis Healthy Babies and Healthy Children Program
- Navigating Employment Pathways Transition Program

Through the offering of a wide range of community-based and culturally appropriate programs and services to the Métis people, the HSSMMC receives funding from the Métis Nation of Ontario. This funding allows the organization to participate in community development activities that promote cultural diversity and partnership development with other Aboriginal and non-Aboriginal agencies. Additionally, the HSSMMC addresses the needs of Métis people by providing education, training, and employment programs and services. The HSSMMC anticipates that these services will be offered from the Métis Cultural Centre and the residual surplus funds from offering these programs will be used to assist with the expenses of the Cultural Centre as a whole.



New revenue streams will be generated through the activities that preserve the Métis heritage and promote its culture. These include art and dance programs, hall rental and exhibit revenue. The centre will be open to all and is expected to be utilized by Métis and non-Métis alike. Historians, educators and students will use the centre as a place to learn about this important component of our history.

5. Community Benefits

5.1. How the Project Compliments Other Local Initiatives

This project appropriately complements a number of initiatives that aim to preserve and share the rich history and heritage of Sault Ste. Marie and the surrounding area. The same way the Ermatinger-Clergue National Historic Site and the Bush Plane Museum guide visitors through an enlightening and positive experience, the Métis Cultural Centre aims to offer an engaging museum style display and numerous traditional activities like dance, music and art. Conversations have already begun with the Algoma District School Board and the Huron Superior Catholic District School Board to organize regular visits for elementary school classes.

There are numerous initiatives that have launched in the community that focus on the wellbeing of urban Aboriginal Youth. The Urban Indigenous Youth for Change program administered by the See the Change Movement of Northern Ontario relates to the program that the HSSMMC offers to Aboriginal youth. The UIYFC program offers services that are tailored to assisting youth in receiving necessary education, employment opportunities and skill development. The program seeks community partners that possess a similar vision in the hopes of collaborating, planning and creating policy that improves the socio-economic conditions for Aboriginal People with a focus on Aboriginal Youth. Other organizations with similar interests but focus predominantly on the reservation communities are the Indian Friendship Centre and Nogdawindamin Family and Community Services. Collaboration may be done with these organizations during the process of curriculum creation and reform that will take place during the HSSMMC and MNO's restoration process.

5.2. Impact on the Community as a Whole

The new Métis Cultural Centre will serve as the delivery site for a wide range of important programs and services, benefiting Sault Ste. Marie's large Métis and urban Indigenous communities. These include programs and services within the fields of Education & Training, Health & Wellness, Senior Support and Justice System Support. Many of these programs are the only available to Sault Ste. Marie's Métis community. Without them, Métis citizens would be forced to utilize delivery organizations that are not inclusive or understanding of unique Métis history and experiences. Alternatively, Sault Ste. Marie's Métis population would need to travel 4+ hours to Sudbury to access the nearest Métis-specific program delivery site.



In addition to delivering MNO programs and services, the Cultural Centre will also serve as the community centre for Sault Ste. Marie's thriving Métis community, hosting many of the HSSMMC's exciting initiatives. Events hosted by the HSSMMC regularly attract an attendance in excess of 400 people. The Métis Cultural Centre will feature a unique, professionally-curated museum-style display, teaching visitors about the Métis Nation's unique history, culture and contributions to Canada. Topics covered will include: the birth and evolution of the Métis Nation; Métis art and cultural expression; Métis spirituality; Métis rights and harvesting practices; Métis social and political organization; and Métis peoples today. Specific emphasis will also be placed on the unique contributions and history of Sault Ste. Marie's Métis community. This will include the Mica Bay Incident and the Powley Case, which were events centered in Sault Ste. Marie and resulted in Métis peoples across Canada receiving recognition of their Constitutionally-protected Aboriginal Rights.

Specific plans are also underway to create displays and workshops that are child-friendly, teaching Métis history and culture in ways that are interactive and engaging to younger audiences. The hope is that in addition to being a sought-after destination for Ontario's 80,000+ Métis and the 500,000+ across Canada who have benefited from HSSMMC's Supreme Court victory, the site will attract regular class trips and visits from non-Indigenous community members who are interested in learning more about Sault Ste. Marie's rich local Indigenous history. Conversations have already begun with the two local school boards, which will lead to thousands of students visiting the site each year.



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Cultural Centre Feasibility Study & Business Plan

May 15, 2018



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Submitted on May 15, 2018 to:

Steve Gjos
Secretary for the Historic Sault Ste. Marie Metis Council
Region 4
Metis Nation of Ontario
26 Queen St E., Sault Ste. Marie, ON P6A 1Y3

CONFIDENTIALITY AGREEMENT

The undersigned reader acknowledges that the information provided within this document is confidential; therefore, the reader agrees to not disclose it without the express written permission of the Historic Sault Ste. Marie Metis Council.

It is acknowledged by the reader that the information to be presented in this study is in all respects confidential in nature, with the exception of any information which is available in the public domain. Any disclosure or use of same by the reader may cause serious harm or damage the Cultural Centre Project being proposed by Historic Sault Ste. Marie Metis Council.

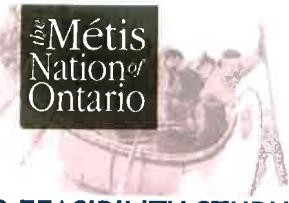
Signature

Name (typed or printed)

Date



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1.0 FEASIBILITY STUDY FOR CULTURAL CENTRE PROJECT

Northstar Consulting has been engaged by Ontario Historic Sault Ste. Marie Métis Council (HSSMMC) to develop a feasibility study and business case for the proposed Métis Cultural Centre project with the support of the Métis Nation of Ontario. This study is an in-depth review of the operational feasibility and sustainability of the facility.

1.0 FEASIBILITY STUDY FOR CULTURAL CENTRE PROJECT

This Historic Sault Ste. Marie Métis Council (HSMMC) is currently seeking funding to conduct necessary renovations to repurpose existing buildings into a new Métis Cultural Centre. This funding will be used to repurpose existing buildings into a financially self-sustaining accessible Centre, with a projected annual budgetary surplus that will be reinvested into community programming, cultural preservation, education and a place to celebrate Métis visual and performing arts. The Sault Métis Centre will become:

- The only permanent Métis cultural centre in Ontario (fourth in all of Canada) and will house and display a professionally-curated collection of historic Métis artifacts currently valued at over \$30,000.
- A space to celebrate Métis visual and performing arts.
- A permanent physical space for the HSSMMC's ongoing community, cultural and reconciliation-focused activities within Sault Ste. Marie.
- A space for the broader Sault Ste. Marie community to host community- and reconciliation-focused events that aim to preserve the Métis traditions and educate others.
- A tourism destination for Ontario's 80,000+ Métis and the 500,000+ Métis across Canada, bringing economic benefits to the broader Algoma region.
- The delivery site for the Métis Nation of Ontario's education and training, health and wellness, seniors and justice system support programs, benefiting Sault Ste. Marie's Métis and urban Indigenous communities.

The project leverages a wide range of existing expertise and support within the Sault Ste. Marie and broader Ontario Métis Communities. The HSSMMC has over two decades of experience managing properties and operations of a similar scope and size to the proposed initiative, and will continue to be supported by its extensive network of dedicated volunteers. These efforts will be supplemented by the robust range of in-kind administrative supports offered by the Métis Nation of Ontario.



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2.0 ABOUT THE HISTORIC SAULT STE MARIE MÉTIS COUNCIL

The Historic Sault Ste. Marie Métis Council (HSSMMC) represents one of Canada's oldest and most historic Métis communities. As of the 2016 National Household Survey, Sault Ste. Marie's Métis population was in excess of 3,000 (40% of city's indigenous population and 5 percent of the total population.), with over 1,100 being registered, rights-bearing citizens of the Métis Nation of Ontario (MNO). This number continues to rise annually, as more and more members of the Sault Ste. Marie community rediscover and reconnect with their Métis heritage.

To respond to the unique and often unaddressed needs of Sault Ste. Marie's large and growing Métis community, the HSSMMC was formally established in 1994. The HSSMMC is run by a volunteer board of local MNO citizens, who are elected every 3 years in democratic, ballot box elections. Roles, responsibilities and financial policies are governed by formal governing documents, including a Community Charter, Electoral Code and Financial Policies & Procedures. Collectively, the HSSMMC manages an annual operating budget of roughly \$70,000+, and has consistently maintained either balanced or surplus budgets since its inception.

The HSSMMC is also supported by the robust administrative structures of the Métis Nation of Ontario (MNO) Secretariat, which operates on an annual budget of approximately 40 million. Through the MNO, the HSSMMC receives a variety of in-kind supports, including Finance, Human Resources, Governance, Legal and Advertising resources. Through its relationship with the MNO and the perennial support of dozens of local Sault Ste. Marie Métis citizen volunteers, the HSSMMC has been able to offer a consistent flow of unique, culturally-informed programs and services that benefit Sault Ste. Marie's Métis and urban Indigenous communities, as well as the broader community at large. These include organizing regular community-inclusive events which celebrate Métis history and culture, such as Powley Day and Louis Riel Day, a Métis dance club, Métis artisan collective, and participation in larger community multicultural events such as Rotary fest, Passport to Unity, Bon Soo, National Aboriginal Day, and many more.

Establishing the new Sault Métis Centre will enable the HSSMMC to expand on the amazing contributions it is already making to the entire Sault Ste. Marie community.



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2.1 ABOUT THE MÉTIS NATION OF ONTARIO

Prior to Canada's crystallization as a nation, a new Aboriginal people emerged out of the relations of Indian women and European men. While the initial offspring of these Indian and European unions were individuals who simply possessed mixed ancestry, subsequent intermarriages between these mixed ancestry children resulted in the genesis of a new Aboriginal people with a distinct identity, culture and consciousness in west central North America – the Métis Nation.

These Métis people were connected through the highly mobile fur trade network, seasonal rounds, extensive kinship connections and a collective identity (i.e., common culture, language, way of life, etc.). Distinct Métis settlements emerged throughout what was then called “the Northwest”. In Ontario, historic Métis settlements emerged along the rivers and watersheds of the province, surrounding the Great Lakes and throughout to the northwest of the province. These settlements formed regional Métis communities in Ontario that are an indivisible part of the Métis Nation.

In 1993, the Métis Nation of Ontario (MNO) was established through the will of Métis people and Métis communities coming together throughout Ontario to create a Métis-specific governance structure. Prior to 1993, Métis had been involved in pan-Aboriginal lobby groups and organizations. The MNO was not created to represent all individuals and communities that claim to be Métis, but those individuals and communities that are a part of the Métis Nation.

At its original meetings, Métis representatives from communities throughout the province set out the foundational vision for the MNO. This vision is encapsulated in the MNO Statement of Prime Purpose.

The statement is a seminal document for the MNO and it sets out why the MNO was formed, who MNO represents, and what the MNO wants to achieve. The statement has been central to the MNO’s success over the last 25 years.

The statement also affirms that the MNO was created to represent Métis people and communities in Ontario that are a part of the Métis Nation. Specifically, the document states:

“We, the Métis are a people of the lands which gave rise to our history and tradition and culture. We call these lands the Métis Homelands. The Homelands stretch from the lakes and





rivers of Ontario; cross the wide prairies; traverse the mountains into British Columbia and into the far reaches of the Northwest Territories. They include the hills and valleys of the north-central American States. These are our lands. They are Métis lands. They are the lands of our past which nurture us today and which we value as the precious foundation of our future."

Some of the goals set out in the MNO Statement of Prime Purpose include:

- Creating a Métis-specific governance structure for the implementation of the nation's inherent right to self-government in the province;
- Establishing a credible and recognized identification system for Métis people within the province;
- Focusing on 'nation building' through working together as a collective in order to support Métis citizens and communities;
- Pursuing a rights-based agenda and proudly asserting the Métis existence as a distinct Aboriginal people within Ontario;
- Protecting and preserving the distinct culture and heritage of the Métis Nation in the province; and,
- Improving the social and economic well-being of Métis children, families and communities throughout the province.

Today, based on the pursuit of the above mentioned vision and principles, MNO has built an impressive province-wide governance structure which includes: an objectively verifiable, centralized registry of over 20,000 Métis citizens; approximately 30 Chartered Community Councils across the province which represent Métis citizens at the local level; a provincial governing body that is elected by ballot box every four years; an Annual General Assembly where regional and provincial Métis leaders are required to report back to Métis citizens yearly between elections; a charitable foundation which promotes and support Métis culture and heritage (Métis Nation of Ontario Cultural Commission); and, an economic development arm (Métis Nation of Ontario Development Corporation).

In addition, the MNO has built an accountable, results-based provincial delivery structure to meet the socio-economic needs of its citizens and communities. Currently, the MNO delivers programs and services to its citizens through these branches: Healing and Wellness; Education and Training; Infinite Property Services; Lands, Resources and Consultation; and Economic Development. Through these various branches, the MNO maintains 30+ service delivery access





points across the province, administers over \$20 million annually and employs over 200 personnel across the province.

2.2 MÉTIS NATION OF ONTARIO: STATEMENT OF PRIME PURPOSE

Sourced from the Métis Nation of Ontario

The paternal ancestors of the Métis were the former employees of the Hudson Bay and Northwest Fur Companies, and their maternal ancestors were Indian women of the various tribes.

The French word “Métis” is derived from the Latin participle *mixtus*, which means “mixed;” in French “mele;” it expresses well the idea that is sought to be conveyed.

However appropriate the corresponding English expression “Halfbreed” might have been for the first generation of the mixture of blood, now that European blood and Indian blood are mixed in every degree, it is no longer general enough.

The French word “Métis” expresses the idea of this mixture in the most satisfactory manner possible, and thus becomes a proper race name. Why should we care to what degree exactly of mixture we possess European blood and Indian blood? If we feel ever so little gratitude and filial love toward one or the other, do they not constrain us to say: “we are Métis!”

— Louis Riel, 1885

We, the Métis are a people of the lands, which gave rise to our history and tradition and culture.

We call those lands the Métis Homelands. The Homelands stretch from the lakes and rivers of Ontario; cross the wide prairies, traverse the mountains into British Columbia and into the northern reaches of the Northwest Territories. They include the hills and valleys of the north-central American States.

These are our lands. They are Métis lands. They are the lands of our past which nurture us today and which we value as the precious foundation of our future.

As Métis who live in the Homelands, we hold it to be a fundamental truth that we are one of the Aboriginal peoples of the Americas.



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The Métis Nation continues today to be the embodiment of our past, the source of sustenance for our present while giving rise to our hopes and aspirations for the future.

We are a Nation, born of independence, and self-sufficiency whose teachings are founded on the values of honesty and truth. We are proud of our rich heritage. We are inspired by the values and traditions of our ancestors. The strength of our society is based on democracy, freedom, fairness, equality, generosity, justice and the customary and written law of our people. Above all, we cherish harmony and peace.

As Aboriginal people we hold sacred the rights of the individual and of the collective. We have respect for each other, for the land and for the animal and plant life that surrounds us. We are people who honour and respect the family, our elders who hold the key to the past, and our children, who are our future.

Guided by our spiritual values we aspire to attain our highest potential.

Now Therefore We Declare As Follows:

We, the Métis Nation, are a distinct Nation among the Aboriginal peoples in Canada and as such our Aboriginal and treaty rights are recognized and affirmed under Section 35 of the Constitution Act, 1982.

We, the Métis Nation, have the inherent right of self-determination and self-government; We, the Métis who live within the Métis Homelands of Ontario, desiring to bind our people together to collectively promote our common cultural, social, political, and economic well-being, have founded the Métis Nation of Ontario, to be our representative body with the following aims and objectives:

- to research, publish and promote the genealogical documentation of the Métis, and to establish and maintain a registry of the Métis Citizens of Ontario;
- to establish democratic institutions based on our inherent right of self-government;
- to encourage the full participation of all Métis in the Métis Nation;
- to promote and foster community development;
- to re-establish land and resource bases;
- to develop prosperity and economic self-sufficiency within the Métis Nation;
- to provide care and support necessary to meet the fundamental needs of the citizens of the Métis Nation;
- to promote the improved health and wellness of the individual, the family and the





whole Métis community;

- to establish effective means of communication for the Métis Nation;
- to encourage academic and skills development and to enable citizens of the Métis Nation to attain their educational aspirations;
- to promote the history, values, culture, languages and traditions of the Métis Nation and to create an awareness of our proud heritage;
- to promote Métis artistic and cultural achievement;
- to ensure that Métis can exercise their Aboriginal and Treaty rights and freedoms and in so doing, act in a spirit of cooperation with other Aboriginal and non-Aboriginal people;
- to establish good relations and maintain our historic alliances with all Aboriginal peoples for the pursuit of our common interests and goals;
- to continue our affiliation with the Métis National Council for the representation of the interests of the Métis Nation in Ontario at the National and International levels;
- to gain the recognition and respect of the Métis as a Nation and a people.
- to protect and preserve the land and waters within our homelands for future generations.

2.3 BACKGROUND - NORTHSTAR CONSULTING INC ROLE.

Northstar Consulting Inc. has been working with the HSSMMC team to review the renovation plans, proposed operations, identify risks, opportunities, and sector best practices, to create a prosperous and sustainable way forward plan for the Métis Cultural Centre. SSMMC is entering a transitional phase where it is looking to design, develop, and renovate existing buildings to repurpose them as a Métis Cultural Centre that will capture Métis history relevant to Sault Ste, Marie, Ontario, and Canada as a whole. The Historic Sault Ste Marie Métis Council is the collective, elected voice of the Métis community in Sault Ste Marie and surrounding areas. Working as a collective to support the cultural, social, political and economic needs of their citizens. The Sault Ste. Marie region has played a significant and historic role in Métis history for many generations and this project looks to capture that historical significance and create a sense of place where Métis artifacts, language, culture, visual and performing arts can be preserved and shared for generations to come. A number of new processes, procedures and



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investments will be implemented bring the vision from concept through to implementation and this report aims to prepare the organization for the challenges that it may face and identify opportunities to capitalize on. Additionally, this document will consider the sustainability of the Cultural Centre operations moving post construction to establish a plan where the facility can be in a position to offer a place for Métis arts and culture to be preserved and shared generations to come.

2.4 SIGNIFICANCE OF SAULT STE. MARIE IN MÉTIS HERITAGE

In the 1700's the Métis began to identify themselves as a distinct nation of individuals that shared traditions, history and culture as one. The Métis people have had significant influence on the historic development of modern Canada. The fur trade was the backbone of the colonial economy and fur-trading companies depended on the cooperation of Métis for their success. Métis who had become familiar with the territory over generations led explorers. The interaction between colonial and Métis populations follows a three-hundred-year-old pattern which began in Acadia and continued to Sault Ste. Marie, Red River, Batoche, and indeed is still unfolding today.

Many Europeans, such as Alexander Henry and his associates, began settlements when they established the copper mines in the region of Sault Ste. Marie. These copper mines were the cause of disagreements in 1849-1850 between the Europeans and the Métis, and the First Nations from the region (including those along the North Shore of Lake Superior), when they objected to the Quebec Mining Company establishment by the Europeans. The Métis and the First Nations were accused of trespassing on their traditional lands at Mica Bay. This was because treaties were not obtained between the Metis and the Crown in the Territory, causing problems for Métis traders who relied on the land for their livelihood. There was also concern over the environmental disruption and sacred land abuse. Legal and political techniques have since deprived Métis communities of fundamental human rights.

Disruption broke out between the Europeans and the Métis and the First Nations from Sault Ste. Marie, and there was a protest of trespassing by the Quebec Mining Company at Mica Bay. The company's agents surrendered without resistance. This became known as the 'Mica Bay Incident' and lead to the establishment of the Robinson Treaties, (Superior and Huron) between the Crown and the "Indians".





The Robinson-Huron Treaty is signed by Chief Shingwauk and establishes 17 different Reserves, this includes the Garden River area. However, there were immediate issues with this Treaty. In this treaty, Commissioner Robinson states that he has no mandate to deal with Métis. Therefore, the "Métis" title, rights, and interests in the territory remain un-extinguished. Shingwauk advocates for the Métis, but their concerns are not often included in the Treaty.

Although the concept of individual ownership of land was alien to the Metis peoples, the fact of communal right to use of the land was literally inbred. Historically, Métis resistance to external restrictions on that use was immediate and often violent. The Métis of Sault Ste. Marie fought the Iroquois, the French, the English, Canadians and the Americans to preserve the relationship to their communities. The freedom to live our lives in the land of our birth, with or without land title, was militantly defended by the Métis.

'The Chicora incident' of 1870 occurred on Captain Wolseley's ship, when it was on its way to bring troops to the Red River rebellion was denied passage through the American locks in Sault Ste. Marie. This prompted the construction of a lock system on the Canadian side of the river. Another incident, the 'Red Rebellion' was led by Louis Riel and the Métis to protest the purchase of Rupert's land, near Canada, without first consulting the Métis and other First Nations.

In 1875, the Half-breed Adhesion to Treaty #3 resulted in the establishment of Canada's only Métis reserve at Couchiching, near Rainy River in Northwestern Ontario. This brief period of accommodation of Métis claims was largely the result of the Riel defense of Métis lands in 1869-70, and ended with his execution in 1885.

In the 1900's, the Métis in Ontario are reluctant to self-identify due to social pressures. Because of this, they tended to practice their culture in secret. In 1993, with the support of the MNO, Steve and Roddy Powley challenged Ontario's hunting laws. The court recognizes that the Powleys, as members of the Métis community in the Sault region, have a right to hunt for food that is protected within. 35 of the Constitution Acts, in 1982 and Ontario's hunting laws are inapplicable to the as Métis. In 1998, after a five-year case involving the Sault Ste. Marie Métis community, the Métis Nation is officially included as one of the "Aboriginal People of Canada". Moving forward to 2003, in its first decision on Métis harvesting rights, the Supreme Court of Canada uphold the lower court decisions in the Powley case and affirms that Métis are a distinct Aboriginal people with harvesting rights protected within Canada's Constitution. The Powley case is a landmark ruling for Métis everywhere. In 2004, Métis Nation of Ontario (MNO)



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and the Ontario Ministry of Natural Resources reached an agreement to implement the Powley case in framework. The MNO- Ontario Framework Agreement outlines a basis for future collaboration between the MNO and the Government of Ontario. This agreement recognizes the MNO Harvester's Card System, which entitles Métis harvester to settle within their territories, similar to how the First Nations did.

In 2008, the MNO and the Government of Ontario signed a Framework Agreement recognizing the unique history and way of life of Métis communities in the Province. This agreement sets the course for a new collaborative relationship in Ontario. August 22nd, 2017 was the Identification date of Historic Métis Communities in Ontario such as the MNO and Ontario jointly identified six historic Métis communities in the Province, including in Sault Ste. Marie.

On August 22, 2017, the MNO and Ontario jointly identified six historic Métis communities in the province including Sault Ste. Marie. This is officially referred to as the Identification of Historic Métis Communities in Ontario. For many years, Ontario and the Métis Nation of Ontario have worked together to strengthen their relationship and to advance reconciliation. This has included the signing of a relationship Framework Agreement in 2008, renewed in 2014, which led to initiatives that aim to improve the quality of life and wellbeing of Métis children, families and communities across Ontario. Guided by the Framework Agreement and consistent with Ontario's constitutional obligations to the Métis, Ontario and the MNO have worked together to exchange and review historical reports regarding historic Métis communities in Ontario. These reports have been prepared by independent professional historians and ethno-historians and provide research regarding "mixed Aboriginal ancestry" as well as "Métis" populations in particular areas in the province.

Since 2010, Ontario and the MNO jointly reviewed these reports, identifying information that provides evidence of the emergence of historic Métis communities that meet the criteria provided by the Supreme Court of Canada in R. v. Powley. Through this work, the MNO and Ontario jointly identified six historic Métis communities in the province that meet the criteria in addition to the historic Sault Ste. Marie community recognized by the Supreme Court of Canada.

These historic Métis communities include:

- 1) Sault Ste. Marie Historic Métis Community
 - The historic Métis population at Sault Ste. Marie, which the courts recognized extended as far as "Batchewana, Goulais Bay, Garden River, Bruce Mines, Desbarates, Bar River, St. Joseph's





Island, Sugar Island and into Northern Michigan."

- 2) Mattawa/Ottawa River Historic Métis Community
- 3) Killarney Historic Métis Community
- 4) Georgian Bay Historic Métis Community
- 5) Rainy River / Lake of the Woods Historic Métis Community
- 6 Northern Lake Superior Historic Métis Community
- 7) Abitibi Inland Historic Métis Community

Source: Métis Nation of Ontario, Ontario Government Newsroom

Source: Métis Family Services

2.5 DEVELOPING A NEW MÉTIS CULTURAL CENTRE IN SAULT STE. MARIE

Since 1996, the Historic Sault Ste. Marie Métis Council (HSSMMC) has operated from the current Sault Métis Centre, located at 26 Queen Street East. The Sault Métis Centre currently houses 14+ Métis Nation of Ontario (MNO) staff and serves as the delivery site for a wide range of important programs and services, benefiting Sault Ste. Marie's large Métis and urban Indigenous communities. These include programs and services within the fields Education & Training, Health & Wellness, Seniors Supports and Justice System Supports. Many of these programs are the only ones available to Sault Ste. Marie's Métis community. Without them, Métis citizens would be forced to utilize delivery organizations that are not inclusive or understanding of unique Métis history and experiences. Alternatively, Sault Ste. Marie's Métis population would need to travel 4+ hours to Sudbury to access the next nearest Métis-specific program delivery site.

In addition to delivering MNO programs and services, the Queen Street site also serves as the community centre for Sault Ste. Marie's thriving Métis community, hosting many of the HSSMMC's exciting initiatives. Events hosted by the HSSMMC regularly attract attendance in excess of 400 people.

Though 26 Queen Street East has served the Métis community well for the past two decades, the community has now outgrown the space. Additional room is required to expand on the HSSMMC's current programs, supports and initiatives. This will enable the HSSMMC to continue increasing its already substantial, positive impacts within the Sault Ste. Marie community.

In 2016, the Anglican Diocese closed the St. John the Evangelist Church on John Street. Out of a



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desire to take positive steps toward reconciliation with Sault Ste. Marie's Métis community, the diocese approached the HSSMMC to explore the possibility of gifting the site to the community. St. John's Church is located on the site of Sault Ste. Marie's original Métis settlement and is still the home of a historic Métis cemetery. Both the diocese and HSSMMC understood the value of maintaining this important historical site for future generations and so began to collaboratively explore the possibility of transferring the title to the Métis community. After a year of negotiations and detailed assessments of the property, supervised by the MNO's expert legal team, the transfer of the property was made to the HSSMMC.

The HSSMMC now intends to transform the site into the new Sault Métis Cultural Centre. Once operational, the new Centre will become the following:

- The delivery site of MNO programs and services currently offered through 26 Queen Street East, and will house Sault Ste. Marie's 14+ MNO staff.
- The location of Ontario's first permanent Métis Cultural Centre, which will be open to the public and house a robust collection of rare, historic Métis artifacts currently valued at over \$20,000.
- A space to observe and celebrate Métis visual and performing arts.
- The home of the Sault Ste. Marie Métis Community Centre, which will host community gatherings, ceremonies, and events celebrating Métis community, heritage and culture.
- A gathering space for members of the Sault Ste. Marie community-at-large, who will continue to be able to use the facility for activities and events.

The Métis Cultural Centre will feature a unique, professionally-curated museum-style display, teaching visitors about the Métis Nation's unique history, culture and contributions to Canada. Topics covered will include: the birth and evolution of the Métis Nation; Métis art and cultural expression; Métis spirituality; Métis rights and harvesting practices; Métis social and political organization; and, Métis peoples today. Specific emphasis will also be placed on the unique contributions and history of Sault Ste. Marie's Métis community. This will include the Mica Bay Incident and the Powley Case, which was centred in Sault Ste. Marie and resulted in Métis peoples across Canada receiving recognition of their Constitutionally-protected Aboriginal Rights.

The centre will include a space dedicated to the observing, creating, and celebrating Métis visual and performing arts. This space will allow everyone to enjoy and acknowledge the music,





dance and beadwork unique and specific to the Métis people that is so very important to Canadian history.

Specific plans are also underway to create displays and workshops that are child-friendly, teaching Métis history and culture in ways that are interactive and engaging to younger audiences. The hope is that in addition to being a sought-after destination for Ontario's 80,000+ Métis and the 500,000+ across Canada who have benefited from HSSMMC's Supreme Court victory, the site will attract regular class trips and visits from non-Indigenous community members who are interested in learning more about Sault Ste. Marie's rich local Indigenous history. Conversations have already begun with the two local school boards, which will lead to thousands of students visiting the site each year.

The site will also remain home to the War Memorial Hall, preserving the history of the contributions made by Métis Veterans during the First World War.

3.0 MÉTIS CULTURAL CENTRE: PROJECT MISSION

This project aims to create a place to address the need of the Métis people for social support, healing, wellness, education and cultural preservation through the use of history, arts, gatherings, and traditional methods.

3.1 PROJECT VISION

To develop Centre programming and sense of place that encompasses Métis arts, culture time honored traditions and provides a medium for its enjoyment, preservation and education.

3.2 TARGET USER BASE

This project is targeting both the needs of Métis people across Canada as well as well as non-aboriginal stakeholders who are to benefit from experiencing this unique part of Canadian heritage.



More than 1.6 million people identified as First Nations, Métis and Inuit in the 2016 census, which is a jump of more than 42 per cent from a decade earlier. Indigenous peoples now represent almost 5 per cent of the Canadian population and are increasing at a rate that's more than four times greater than non-Indigenous people, according to Statistics Canada.

Métis peoples are growing the fastest. The group's population increased 51.2 per cent to 587,545 between 2006 and 2016, the census shows. First Nations, meanwhile, increased to 977,230 people (a jump of 39.3 per cent) over that timeframe, and the Inuit population expanded by 29 per cent to 65,025.

For the first time on record, the largest number of Métis people live in Ontario, according to the census — an interesting development for a population that's historically associated with Manitoba and the western provinces. The Ontario Métis population has jumped more than 64 per cent since 2006 and now accounts for 20.5 per cent of the total population, the census says.

Source – Canadian Census & the Toronto Star

3.3 PROJECT KEYS TO SUCCESS

- Create a sanctuary where all are welcome, surrounded by Métis historical artifacts, arts, and culture where a focus on needs of the Métis people can effectively take place and knowledge can be shared with all.
- Use of traditional practices and methodology to heal the body and mind, reinforce the cultural significance, and pass these on to future generations.
- Develop a sustainable place in a fiscally responsible manner that will allow for the existing services to be continued and expanded upon.

3.4 PROJECT SUMMARY

Since 1996, the Historic Sault Ste. Marie Métis Council (HSSMMC) has operated from the current Sault Métis Centre, located at 26 Queen Street East. The Sault Métis Centre currently houses 14+ Métis Nation of Ontario (MNO) staff and serves as the delivery site for a wide range of important programs and services, benefiting Sault Ste. Marie's large Métis and urban



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Indigenous communities. These include programs and services within the fields Education & Training, Health & Wellness, Seniors Supports and Justice System Supports. Many of these programs are the only ones available to Sault Ste. Marie's Métis community. Without them, Métis citizens would be forced to utilize delivery organizations that are not inclusive or understanding of unique Métis history and experiences. Alternatively, Sault Ste. Marie's Métis population would need to travel 4+ hours to Sudbury to access the next nearest Métis-specific program delivery site.

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Though 26 Queen Street East has served the Métis community well for the past two decades, the community has now outgrown the space. Additional room is required to expand on the HSSMMC's current programs, supports and initiatives. This will enable the HSSMMC to continue increasing its already substantial, positive impacts within the Sault Ste. Marie community.

In 2016, the Anglican Diocese closed the St. John the Evangelist Church on John Street. Out of a desire to take positive steps toward reconciliation with Sault Ste. Marie's Métis community, the diocese approached the HSSMMC to explore the possibility of gifting the site to the community. St. John's Church is located on the site of Sault Ste. Marie's original Métis settlement and is still the home of a historic Métis cemetery. Both the diocese and HSSMMC understood the value of maintaining this important historical site for future generations and so began to collaboratively explore the possibility of transferring the title to the Métis community. After a year of negotiations and detailed assessments of the property, supervised by the MNO's expert legal team, the transfer of the property was made to the HSSMMC.

The HSSMMC now intends to transform the site into the new Sault Métis Centre. Once operational, the new Sault Métis Centre will become:

- the delivery site of MNO programs and services currently offered through 26 Queen Street East, and will house Sault Ste. Marie's 14+ MNO staff.
- the location of Ontario's first permanent Métis Cultural Centre, which will be open to the public and house a robust collection of rare, historic Métis artifacts currently valued at over \$25,000.
- the home of the Sault Ste. Marie Métis Community Centre, which will host community



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gatherings and events celebrating Métis community, heritage, arts and culture.

- a gathering space for members of the Sault Ste. Marie community-at-large, who will continue to be able to use the facility for activities and events.

The Métis Cultural Centre will feature a unique, professionally-curated museum-style display, teaching visitors about the Métis Nation's unique history, culture and contributions to Canada. Topics covered will include: the birth and evolution of the Métis Nation; Métis art and cultural expression; Métis spirituality; Métis rights and harvesting practices; Métis social and political organization; and, Métis peoples today. Specific emphasis will also be placed on the unique contributions and history of Sault Ste. Marie's Métis community. This will include the Mica Bay Incident and the Powley Case, which was centered in Sault Ste. Marie and resulted in Métis peoples across Canada receiving recognition of their Constitutionally-protected Aboriginal Rights.

Specific plans are also underway to create displays and workshops that are child-friendly, teaching Métis history and culture in ways that are interactive and engaging to younger audiences. The hope is that in addition to being a sought-after destination for Ontario's 80,000+ Métis and the 500,000+ across Canada who have benefited from HSSMMC's Supreme Court victory, the site will attract regular class trips and visits from non-Indigenous community members who are interested in learning more about Sault Ste. Marie's rich local Indigenous history. Conversations have already begun with the two local school boards, which will lead to thousands of students visiting the site each year.

The site will also remain home to the War Memorial Hall, preserving the history of the contributions made by Métis Veterans during the First World War.

The Historic Sault Ste Marie Métis Council is the representative voice of the rights bearing Metis Community in Sault Ste Marie. This project aims to repurpose the three buildings located at 134 John St, 136 John St., and 138 John St. in Sault Ste Marie Ontario into a Métis Cultural Centre as well as the place of operations for the HSSMMC and all its existing programming. The site is the former St. John the Evangelist Anglican Church and was recently gifted to the Sault Ste. Marie Council of the Métis Nation of Ontario. The church grounds hold a significant historical relevance to the Métis community in Sault Ste. Marie dating back to the 1700's

The Sault Ste. Marie Métis Cultural Centre will become the only permanent Métis cultural centre in Ontario (fourth in all of Canada) and will house and display a professionally-curated



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collection of historic Métis artifacts currently valued at over \$25,000. The Centre will act as a permanent physical space for the HSSMMC's ongoing community, arts, cultural and reconciliation-focused activities within Sault Ste. Marie. This space will also be made available for the broader Sault Ste. Marie community to host community focused events as well as art displays and performances. The cultural Centre will be a tourism attraction for Ontario's 80,000+ Métis and the 500,000+ Métis across Canada, bringing economic benefits to the region. Additionally, the facility will be the delivery site for the Métis Nation of Ontario's Education & Training, Health & Wellness, Seniors and Justice System support programs, benefiting Sault Ste. Marie's Métis and urban Indigenous communities.

The project leverages a wide range of existing expertise, craftsmanship, and support within the Sault Ste. Marie and broader Ontario Métis Communities. The HSSMMC has over two decades of experience managing properties and operations of a similar scope and size to the proposed initiative, and will continue to be supported by its extensive network of dedicated volunteers. These efforts will be supplemented by the robust range of in-kind administrative supports offered by the Métis Nation of Ontario.

3.5 HISTORICAL RELEVANCE OF THE SITE

In the fall of 2017, the Church of St. John the Evangelist, Sault Ste. Marie, was returned to the Métis Nation of Ontario. The property was left vacant after combining with St. Matthew's to form Emmaus Parish. The church is on the site of significant historical relevance to the Métis community of this region. It is the site of the original Métis burial ground located on the banks of Fort Creek downstream from the St. Mary's Rapids connecting Lakes Superior and Huron. In 1793 the Northwest Company built a fur trade fort at the mouth of the Creek and took the land, using it as the Company cemetery. The Americans burned the fort during the war of 1812 and the land became part of the Hudson's Bay Company's holdings when it took over the Northwest Company in 1821. In 1901, the land was transferred to the diocese, though it was so overgrown that those involved may not have been aware of its history. A church, hall, and rectory were built. Indigenous and Métis families have been an important part of the parish's history and the land and buildings have now been returned to the Métis Nation of Ontario as part of the

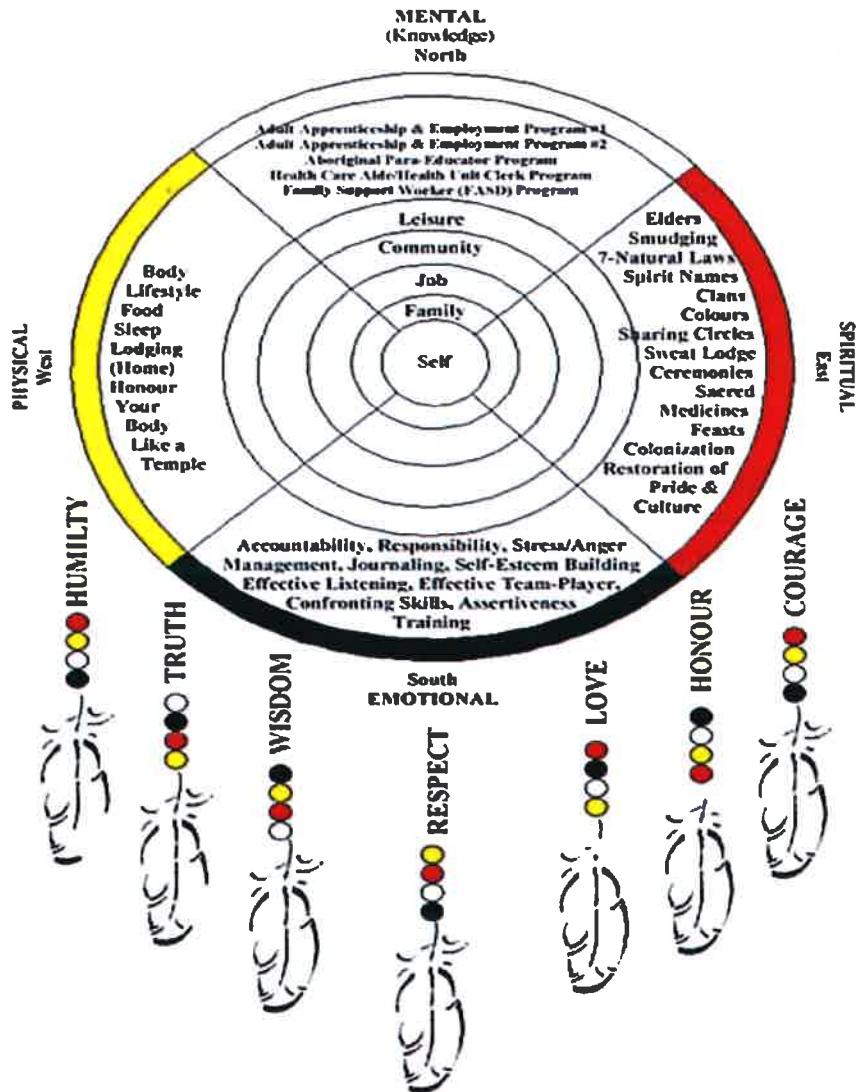


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diocese's on-going work of Reconciliation.

Circle of Life



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Source: Urban Circle Training Centre Inc.

After self, the Inner Circle at the centre of the diagram represents the Métis and their families. They are the centre of the project and the people this location will help the most. It is at this centre that the families grow their connections to the culture, ancestors and friends.

The Second Circle from the centre (job), the managerial support that assist and act as guides to implement this project. The program managers are trained in the traditional methods and look to a support network of Elders to help guide them. The program managers will report and be accountable to the third circle, the Metis council.

The Third Circle from the centre represents the Elders, the metis community, and council. These are the support networks that provide the knowledge, resources and spiritual encouragement.

The Fourth Circle from the centre represents the complete project and its mission to care for Metis peoples through a path to wellness using culture and teaching. The location and staff will maintain the Vision and provide guidance, support and assistance to the two inner circles.

3.5 ANGLOCAN CHURCH AND RECONCILIATION

The Anglican Church has identified the historical relevance of this site and the opportunity for a Métis cultural center of National significance to be created. The church has gone on record stating the following:

The Rev. Pamela Rayment, St. John's last Incumbent and, herself Métis, states:

"This is an exciting and hopeful experience of reconciliation in action. I am thrilled to be involved and look forward to seeing this come to fruition. It truly is the best possible outcome for the former St. John the Evangelist property."



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Bishop Anne Germond released the following statement:



"Reconciliation is one of the seeds that was named at Synod this May that everyone in Algoma was invited to carry in our sacred bundle for the next two years. When I spoke about reconciliation in my charge to Synod I did so in terms of our relationships with our indigenous brothers and sisters, but reconciliation is something that is important in our everyday interactions and relationships with each other. There is no point in speaking about reconciliation with our indigenous brothers and sisters if we are in conflict with our family and friends. Reconciliation happens when people come together in a new relationship and seek to grow in their understanding of one another. This allows for everyone to 'speak the truth in love' so that past hurts can be acknowledged and so that we can move towards a more hopeful future. Embarking on this journey also means knowing that along the way you will be changed from the inside out. I see the transfer of the St. John's church building as being much more than just the giving of a space to the Métis Nation of Ontario. I see it as a hopeful sign of our ongoing commitment to growing in relationship with the MNO of which the transfer of the building is a small sign. Some of the seeds from Synod have been watered and I look forward to seeing what God has in store for the St. John's property and our friendship with the Métis Nation of Ontario."

4.0 VISUAL AND PERFORMING ARTS

Métis art was greatly influenced by both European and Native cultures. However, Métis art has also influenced other Native groups in Canada. The Métis Cultural Centre aims to be a place where Métis visual and performing art can be taught, exhibited, and methodologies passed on, as well as a place where dancing and musical performances can be enjoyed.

The Métis were famous for their floral beadwork, and were often called the 'Flower Beadwork People'. The symmetric floral beadwork, often set against a black or dark blue background, was inspired by European floral designs. Seed beads were typically used.

Beadwork was added to:

- Jackets





- Bags
- Leggings
- Gloves
- Vests
- Pouches
- Moccasins

These items were traded throughout North America and Europe.

The traditional music of the Métis was up-tempo and lively, which made it perfect for dancing. Extra and irregular beats were added to give bounce to the music, making the dance a lot faster.

The Métis dances were a blend of European (French, Scottish, Irish) and Native influences. Red River Jig Music and dance played an important role in the Métis culture and my gatherings and events were centered around these performing arts. The traditional dance of the Métis people was performed to fiddle music, and was very fast moving to a quick tempo. The rhythm was kept by toe tapping or playing the spoons. Dancers often competed with one other dancers for the fastest, most complicated footwork.

4.1 MÉTIS BEADWORK

The craftsmanship and attention to detail that was incorporated into traditional Métis beadwork makes it an art form that is both awe inspiring and a unique aspect of Canadian history. The Métis incorporated so much colour and decoration into their clothing and accessories that the beadwork became part of the peoples' identity. It flourished in the mid-nineteenth century when First Nations and Métis women supplemented the traditional painted quill and birchbark-incised geometric forms with floral embroidery. Historical records of the Métis people have made constant reference to the decorative beadwork on clothes and personal items. Beadwork, along with silk embroidery, produced in trailing flower designs is an indicator of Métis handicraft. Other first Nation and Settler groups referred to the Métis as the flower beadwork people because of the of flower designs in their beadwork that was so frequently crafted on their clothing. Thus, floral beadwork has become one of the most distinctive symbols of the Métis.



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The origin of Métis beadwork designs came from experimentation and merging of various art traditions that influenced Métis style. The use of floral designs, which the Métis were so well known for originated from contact with the Roman Catholic missions.

Elements of European folk art was introduced by the missions on the St. Lawrence River, and later further west where French-Métis coming out of the Great Lakes region were using small, stylized semi-floral designs.

Métis and First Nations trading parties journeying to Québec were being introduced to these styles. When returning out of the Great Lakes region they, in turn, introduced it to groups further west where it influenced the Métis in the Red River area.

Once in the West, the Grey Nuns taught Métis women beadwork techniques and designs, which produced floral patterns and designs. The Métis women also began copying designs, which they saw in churches and on the priests' vestments. By the 1830s, increasingly naturalistic and colourful floral designs became evident on Métis products from Red River after the establishment of Roman Catholic mission schools at Pembina, St. Boniface and Baie St. Paul.

Beadwork is found on almost every item of clothing and functional hide and cloth work produced by the Métis. The glass beads they used were procured from the trading companies. Beaded clothes included moccasins, coats, vests, belts, bags and mittens. Beadwork was done on tablecloths, wall pockets and cloth frames for religious pictures.

Men's jackets, whether made from worked hide or a Hudson's Bay point blanket, were commonly decorated with beadwork. In the winter, under their dresses, women wore dark leggings (mitasses) fashioned from wool or velvet and brightly decorated with beads. Men's hide leggings, too, were subject to beadwork. A pillbox style hat with a tassel called a tam, which was based on the Scottish pattern, is also decorated with beadwork. Shot and tobacco pouches and bandolier bags were, also, highly decorated with beadwork. Métis people, it seemed, always wore elaborately and brightly beaded moccasins and, in the winter, mittens.

The application of beadwork went beyond items used by people. The clothing, which parents made for children's dolls were fashioned with the same craftsmanship and artistry as people's clothes. Métis people commonly fashioned blankets and jackets for dogs who worked pulling sleds or carrying goods on their backs, as well as blankets and saddles for their horses. These





outfits were not just simple pieces of cloth or leather cut to fit the animal; they were, in fact, well made and highly decorated garments.

Beaded creations were and are an important source of income for many Métis women and families. While much of the women's beadwork decorated their families' clothing, there was always a strong market orientation for these products. The late-nineteenth century saw the height of Metis art and it was traded extensively across the Canadian Plains and the northern United States to First Nations consumers and to retailers. The bison's demise combined with an increase in European settlement led to a focus on the early tourist trade. Women went beyond producing decorated clothing items to making decorated Victorian objects such as caribou-hide purses, picture frames, greeting cards, glasses cases and ladies' caribou-hide slippers. In more northerly regions, women continued to produce traditional, decorated functional clothing items into the twentieth century.

The Métis Cultural Centre will have traditional beadwork exhibits as well as offer classes and teachings to preserve this art form and pass it on for future generations to share.

4.2 METIS SASH

The sash is a finger woven belt made of brightly coloured wool and/or plant fibers approximately three metres long. The Métis or L'Assomption Sash became the most recognizable part of Métis dress and a symbol of their people. Originally, the sashes were made in a small Québécois town called L'Assomption, hence their name. They were also called a 'ceinture flechée'. The sashes were used by voyageurs of the fur trade, but they became a popular trade item for the Hudsons Bay Company, and the western Métis. Eventually the Métis started producing their own sashes in the Red River area. The first sashes were used as back supports for the voyageurs in their canoes. The colorful patterns and designs incorporated into the sash make them a hand-crafted art form unique and sacred to the Métis people.

The hand-woven sashes were made of brightly coloured wool, mainly red and blue. Certain colours and patterns represented different families. The fringed ends of the sashes were decorative, but were also used as an emergency sewing kit. The fringes could be used as extra thread for sewing, if they needed to mend anything while traveling. The sash was usually wrapped around the midsection of the body, either to keep the coat closed, or to hold belongings, like a hunting knife or fire bag.



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The colourful Sash had many uses, including:

- Carrying items (knife, fire bag)
- Coat tie (tied around the waist to keep coat closed)
- Emergency sewing kit (fringed ends)
- Makeshift tumpline
- Markers left on buffalo (after killed- to mark buffalo as their property)
- Tourniquet for injuries
- Rope
- Saddle blanket
- Towel
- Washcloth

In more recent times, the Manitoba Métis Federation began a ceremony called "The Order Of The Sash" and has been emulated by most Métis groups. A sash is presented as a thank you to and honor for outstanding cultural, political and social contributions to the Métis Nation. Presentation of a sash is considered a great honor and it is worn with pride and esteem. Today, the sash is worn by all members of the Métis Nation as a symbol of nationhood and pride. Métis women occasionally wear it over the left shoulder, while others wear it the traditional way, around the waist and tied in the middle, with the fringes hanging down. The sash has been the most persistent element of traditional Métis dress, worn long after the capote and Red River coat were replaced by European styles.

The Métis Cultural Centre will teach the history of the sash as well as its significance and crafting methods. Like beadwork and embroidery, historical sashes will be on display and modern artisans will have the opportunity to display their work.

4.2 MODERN AND ACTIVE PROFESSIONAL METIS ARTISTS

The Métis Cultural Centre will look to exhibit and promote Métis art as well as artists. Whether it is a group of children learning the art for the first time or one of Canada's renowned professional Mets artists, they will all have a dedicated space to display their work at the Sault Ste. Marie Métis Cultural Centre. Métis art is alive and well in Canada and the HSSMMC if hopeful that growth in this space can be achieved through the creation of this Cultural Centre



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to promote and preserve the methodologies of the Métis Artist. The table below is a list of Modern Métis artists compiled by Aboriginal Affairs and Northern Development Canada.

Active Métis Artists As Identified in the Aboriginal Affairs and Northern Development Canada Aboriginal Art Collection	
Name	Distinction
BAERG Jason	Métis / Cree
BELCOURT Christi	Métis
BELCOURT Dale	Métis
BOYER Bob (1948-2005)	Métis
BRABANT Gene	Métis
BRUNEAU Maurice Jay	Métis
CARDINAL Morris	Métis
CLARK Brian	Métis
DEMEULLES Myrtle	Métis
DUCHARME Noel (1921-1988)	Métis / Ojibway / French
DUFOUR Allen	Métis
FAVELL Rosalie	Métis Cree
FEIT Louise	Métis
GARNEAU David	Métis
HANNAN David	Métis
MORIN Maxime	Métis
POIRIER Staci	Métis
POITRAS Edward	Métis
POITRAS Jim	Métis
RIVET Rick	Métis
ROBINSON Michael	Métis Cree
SETO Alexis MacDonald	Métis





3.5 MUSIC AND DANCE

Sourced from the Louis Riel Institute

The Métis are famous for their fiddle music. Fiddles were introduced to the Métis by the Scots and French. Métis instruments, however, were more often made than purchased, since maple and birch woods were more readily available than the cash to purchase complete instruments. Most often the sound of the Métis fiddle is accompanied by the clap of sound from spoons and the drumming rhythms derived from a large tin pan. It was also common for the performer to provide rhythm by using his or her heels.

The Métis style of fiddle music is distinctive. The bottom string is often tuned up a tone from G to A. It is based on syncopation and extra beats, which give the music a “bounce” when played and heard. The music is typically played up-tempo and has a routine back beat. These features make the performance of waltzes and reels distinctive, and particularly suitable for dancing.

Like so much of Métis culture, Métis dance is a creative blend of European (French, Scotch, and Irish) and Indian heritage. The most distinctive of the Métis dance creations is the Red River Jig. This jig is a special fiddle tune that is danced in two parts. In one part, a traditional jig step is performed while the fiddle plays a high section. When the fiddle switches to a lower section, the second fancy footwork part of the dance is performed. It is common for this energetic jig to be played, while dancers compete with one another to dance the most quick, complicated footwork.

The HSSMMC currently teaches Métis dance and incorporates the tradition into their gatherings. The new centre will allow for this proactive to continue and to be expanded upon. The Cultural Centre will include a space to showcase and observe performing arts such as traditional Métis dance.

3.5 HISTORY AND ARTIFACTS

The HSSMMC has been collecting historical artifacts for many years. The list below details many of the items in their collection along with the assumed value.



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Material Culture Collection

Beadwork collection

- Baby Hat (1000)
- Floral Moccasins - Eddie (500)
- Floral Mocs - pink (120)
- Floral Mocs - Ken smale (200)
- Floral Mocs - Mitch initiation (150)
- Octopus bag (2000)
- Floral Jacket (1000)
- Moose Jacket (1000)
- Embroidered belt (500)
- HBC Beaded vest (700)
- Beaded Vest - Ken Smale (1500)
- Smoking Cap (1500)
- Beaded mitts (500)
- Beaded mitts (500)
- Embroidered wall pocket (250)
- leather vest - deer wood burned (500)
- leather vest (150)
- leather vest (150)
- Beaded Mocs Child (100)

Sash Collection

- Coventry "louis Riel" Sash (200)
- Elzear Goulé Sash (200)
- Great Lakes Sash (200)
- Infinite reach sash (200)
- Infinite reach small Sash (100)
- Jean Baptiste Lagimodiere Sash (150)
- Honouring women yellow Shawl (200)
- Metis Flag Sash x2(100)
- Toronto-York region Sash (100)
- Modern assumption Sash (200)



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- Breast cancer Sash (80)
- Olympics Sash (80)
- BC Sash (40)
- St Boniface Sash (200)

Fur Trade Collection

- Pelts - beaver, mink, marten, weasel (500)
- Moose Hide (2000)
- Buffalo Hide (2000)
- Bear hide (2000)
- Traps - bear, mink, (300)
- Snowshoes, three pairs of three styles (600)
- Wooden Barrels (100)
- HBC coat (700)
- Moose antlers - Mounted (800)
- Moose Antlers - Blanchard (500)
- Moose antler - single (250)
- Deer Skull (500)

Maple Sugar Collection

- Wooden bowls
- Birchbark bucket (100)
- Wooden spikes
- Cast Iron Pot
-

Art Collection

- Batoche Paintings (1500)
- Kelly Duquette art 5 x 200
- Dylan Miner art 2 x 200

Total Estimated Value: \$26,520.00



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Other

- Fiddle X2
- Drum (100)
- Mouth harp (40)
- Red wool blanket (60)
- Green wool blanket (60)
- Red river cart model (100)

Council

- Fiddle (200)
 Drum (priceless)
 Flags (100)
 Louis riel portrait (200)
 Paddles X 3 (200)

4.0 SCOPE OF WORK

The HSSMMC's has identified a series of building renovations and accessibility enhancements to be an essential component to the success of the Métis Cultural Centre in Sault Ste. Marie. The following list is the scope of work that is planned

134 John Street - (former rectory / housing unit)

Scope: convert existing house to office spaces. 12 offices, lunch room, washrooms and storage.

- Design, engineering and permits
- Upgrade to electrical, mechanical and plumbing to accommodate new use.
- Demising walls, doors and all interior finishes.
- Upgrade all editor doors, windows and finishes to upgrade energy efficiency.
- All life safety requirements
- Fully accessible building including entrance ramp, office and washroom requirements.
- **Total Cost: \$297,524.00 plus HST**

136 John Street - (main hall)

Scope: to make all two levels accessible, new barrier free washroom on upper floor. Construct



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(3) offices in basement. Increase parking on east side.

- Design, engineering and permits
- New addition to house elevator to access basement and upper floor.
- New barrier free washroom on main floor.
- Construct (3) new offices in basement
- All life Safety requirements.
- New parking lot on east side of building.
- Fully accessible building including entrance ramp, office and washroom requirements.
- **Total Cost: \$247,245.00 plus HST**

138 John Street - (church)

Scope: to construct new barrier free washroom and alter as required to allow for barrier free access in building.

- Design, engineering and permits
- Construct new barrier free washroom
- Upgrade accessibility to building
- All life Safety requirements.
- Will require new water and sanitary line from city services
- **Total Cost: \$75,789.00 plus HST**

5.0 REVENUE MODELS AND SUSTAINABILITY

The HSSMMC envisions a Centre that is both effective in capturing this important piece of Canadian heritage and fiscally sustainable for long term viability. In order to do so a number of Revenue streams have been identified and have been detailed in the proceeding sections.

5.1 REVENUE FROM EXISTING PROGRAMS

The Historic Sault Ste Marie Métis Council is located in MNO Region 4 and currently offers a wide range of community-based and culturally appropriate programs and services to Métis people.



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The services include:

- Community Support Services
- Community Wellness Worker Program
- Education
- Employment and Training
- Labour Market Projects
- Métis Family Wellbeing Program
- Métis Healthy Babies Healthy Children
- Navigating Employment Pathways Transition Program

Through the offering of a wide range of community-based and culturally appropriate programs and services to Métis people the HSSMMC receives funding from the Métis Nation of Ontario. This funding allows the organization to participate in community development activities that promote cultural diversity and partnership development with other Aboriginal and non-Aboriginal agencies. Additionally, the HSSMMC addresses the needs of Métis people by providing education, training, and employment programs and services. It is planned that these services will be offered from the Métis Cultural Centre and the residual surplus funds from offering these programs will be used to assist with the expenses of the Cultural Centre as a whole.

5.2 RENTAL EXPENSE AND INCOME

Existing office space is rented by the month and sub leased to MNO staff at a profit. This will continue with the new space at a higher profit margin. The funds that are currently used to pay rent to the existing landlord is more than what would be required for taxes, maintenance and repairs to the three new buildings. These residual funds will be reinvested into the cultural centre and its sustainability.

5.3 NEW REVENUE STREAMS

New revenue streams will be generated through the activities that preserve the Métis heritage and promote its culture. These include art and dance programs, gathering hall rental, and exhibit revenue. The centre will be open to all and is expected to be utilized by Métis and non-Métis alike. Historians, educators and students will use the centre as a place to learn about this





important component of our history.

5.4 FINANCIAL PERFORMANCE - PAST AND FORCAST

The table below details out the last 5 years of fiscal performance for the Historic Sault Ste. Marie council and also forecasts the financial sustainability of the organization assuming project implementation in 2018. This table demonstrates that the proposed improvements are possible and sustainable with the initial government grant assistance specified.

Year	Historic Sault Ste. Marie Metis Council - Financial Performance and Forecast									
	2012	2013	2014	2015	2016	2017	2018	2019	2020	
Opening Balance	\$49,477.07	\$5,875.25	\$19,968.22	\$58,120.41	\$94,495.16	\$59,357.05	\$78,700.76	\$26,450.76	\$37,700.76	
Expenses									FORECAST	
Banking Fees	192.54	45.00	48.60	55.80	224.86	50.96	250.00	250.00	250.00	
Office Expenses / Repairs and Maintenance and Utilities	22,093.53	10,874.75	19,105.88	26,497.44	29,387.94	47,468.89	30,000.00	20,000.00	15,000.00	
Community Gatherings, Honorariums, Travel Expenses	13,819.18	17,140.01	29,708.07	32,929.81	38,890.15	19,320.27	20,000.00	20,000.00	20,000.00	
Youth Program/ Dance Group	227.40	60.00	1,356.94	329.65	360.00	0.00	350.00	400.00	400.00	
Expenses to be Reimbursed	7,372.62	3,000.00	2,850.00	5,550.00	3,612.15	0.00	2,500.00	2,500.00	2,500.00	
Fundraising	0.00	737.61	0.00	156.24	710.21	0.00	250.00	100.00	100.00	
New Relationship Fund	0.00	0.00	0.00	0.00	5,000.00	11,860.54	0.00	0.00	0.00	
Art Programs	0.00	0.00	0.00	0.00	0.00	0.00	250.00	0.00	0.00	
Capital Investment	0.00	0.00	0.00	0.00	0.00	0.00	620,558.00	0.00	0.00	
Mortgage Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,209.76	42,209.76	
Total Expenses	43,705.27	31,857.37	53,069.49	65,518.94	78,185.31	78,700.76	674,158.00	43,250.00	38,250.00	
Revenue									FORECAST	
Office Rent Revenue	43,195.83	37,343.16	38,000.00	29,472.50	31,800.00	37,700.00	35,000.00	35,000.00	35,000.00	
Dance Group	50.00	400.00	450.00	400.68	434.10	25.00	450.00	1,500.00	1,500.00	
Expenses Reimbursed	6,398.62	2,872.18	5,000.00	8,767.84	4,167.85	8,715.00	5,000.00	5,000.00	5,000.00	
Fundraising and Exhibit Revenue	3,459.00	335.00	1,500.00	658.00	1,645.25	961.00	1,500.00	2,000.00	2,500.00	
New Relationship Fund	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	5,000.00	5,000.00	
Consultation Funds	0.00	0.00	8,170.41	62,594.67	0.00	5,000.00	2,500.00	2,500.00	2,500.00	
Art Programs	0.00	0.00	0.00	0.00	0.00	0.00	400.00	1,500.00	1,500.00	
Hall Rental	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	2,000.00	2,000.00	
Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	250,000.00	0.00	0.00	
Bank Loan	0.00	0.00	0.00	0.00	0.00	0.00	320,558.00	0.00	0.00	
Total Revenue	53,103.45	45,950.34	58,120.41	101,893.69	43,047.20	52,401.00	521,908.00	54,500.00	55,000.00	
Ending Balance	\$58,875.25	\$19,968.22	\$25,019.14	\$94,495.16	\$59,357.05	\$33,057.29	\$26,450.76	\$37,700.76	\$54,450.76	



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5.5 VOLUNTEERS

The Cultural Centre will encourage the involvement of community members as volunteers. The volunteer program will be managed by the HSSMMC staff who will assess its specific volunteer needs and seek qualified and caring individuals from the surrounding communities.

5.6 OPERATING PRINCIPLES

The Cultural Centre will create a peaceful, trusting atmosphere where stress is reduced, where the community members are assisted with their needs, are given choices in managing their daily living and future planning, and are encouraged to complete their cultural journey. All of these activities will take place in physical surroundings of adequate space and privacy, of the lodge, one that promotes healing and wellness.

6.0 SWOT ANALYSIS

6.1 STRENGTHS

Government at all levels sees the need to support projects like the Métis Cultural Centre project. Ontario Historic Sault Ste. Marie Métis Council (HSSMMC) has invested resources in the development of a feasibility study and business case for the proposed Métis Cultural Centre project, with the support of the Métis Nation of Ontario.

Currently, Sault Ste. Marie is home to 3,000 Métis people and do not have access to a gathering place to celebrate culture and traditions.

The Métis Cultural Centre will showcase Métis culture, language, dance, teachings, and other grandfather practices. The Canadian government has made a commitment for sufficient funding to incorporate culturally appropriate curriculum into the Canadian landscape, and it has been suggested by the Truth and Reconciliation Commission of Canada, in calls to action for education, number 10.3, which states 'We call on the federal government to draft new Aboriginal education legislation with this full participation and informed consent of Aboriginal





peoples. The new legislation would include a commitment to sufficient funding and could incorporate the following principles – Developing culturally appropriate curricula’.

The Sault Ste. Marie Métis Nation of Ontario rents space and pays thousands of dollars per year in rent. By moving administration offices to this location, there is an immediate availability of cash flow to cover expenses of the property. Also, upon completion of meeting space, there is potential for larger meetings and gatherings, as well as the ability to rent out the space for special functions, creating additional financial opportunities.

It is becoming increasingly clear that the health care rights of Métis people need to be updated and include traditional healing methods and access to modern health care. Mental health is of particular focus to the federal government and it has been proven on numerous occasions that the use of culturally focused gathering places, such as cultural centres, increase positive outcomes in mental health. According to the Truth and Reconciliation Commission of Canada calls to action number 18 in health, states ‘we call upon the federal, provincial, territorial, and Aboriginal governments to acknowledge that the current state of Aboriginal health in Canada is a direct result of previous Canadian government policies, including residential schools, and to recognize and implement this health-care rights of Aboriginal people as identified in international law, constitutional law, and under the Treaties’.

For the self-preservation of the Métis people, traditions and spiritually, this cultural centre will aide in bringing back the music, the songs, dance, art, and other teachings. This includes partaking in medicines used in healing, and learning how to use these traditional medicines properly to address the mental, spiritual, emotional, and physical harm.

When measuring wellness in the Métis, Aboriginal, First Nations, and Indigenous cultures, programs and practices take into ancestry, culture, tradition and nationhood, and includes participating in sweats, dances, sustenance and other traditional activities, transmits cultural knowledge. This cultural centre will include these mentioned practices and other doctorines that promote wellness. Also, when measuring wellness in the Métis, Aboriginal, First Nations, and Indigenous cultures, wellness is increased when people demonstrates ambition, seeks out knowledge confidently with others, listens, participates freely in developmental activities and embraces change. Healing lodges are proven to promote these indicators.

Currently, in the Métis, Aboriginal, First Nations, and Indigenous cultures, healing and wellness is a very important part of indigenous health that is often overlooked by the health care system.



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This healing lodge will promote the importance of using healing and wellness to improve the health of indigenous people by incorporating Indigenous healing and wellness; preventing and treating of chronic conditions; and promoting health and wellness.

The HSSMMC has over two decades of experience managing properties and operations of a similar scope and size to proposed initiative, and will continue to be supported by its extensive network of dedicated volunteers. These efforts will be supplemented by the roust range of in-kind administrative supports offered by the Métis Nation of Ontario.

6.2 WEAKNESSES

Finding adequate teachers in the cultural arts, traditions, and heritage may be challenging because the Métis people haven't had access to a cultural centre before and therefore have a limited database of members. This cultural centre needs to educate about the traditional ways of Mother Earth, our beloved sacred Creator, the sacred Grandfathers and Grandmothers, which have been nearly lost in the communities.

Because of the small staff, the cultural centre will need dedicated, motivated and trained people who are able to work on site with minimal supervision. This may be difficult due to the sacred nature of the work and location. However, with the assistance of community partners like the Sault Community Career Centre and Sault College Employment Solutions, plans will be put in place to ensure adequate human resources.

In order for the cultural centre to be successful, it must have dependable and reliable personnel. It may be difficult to find personnel with the necessary administrative, organizational, logistical and personality required for this position. With this being said, the Métis Nation of Ontario has the resources and connections needed so that personnel does not become an issue.

During winter months, access to the cultural centre may become impaired due to weather. It will be up to the Métis Nation of Ontario to have a snow removal plan in place and access procedures in place.



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11.3 OPPORTUNITIES

As of the 2016 National Household Survey, Sault Ste. Marie's Métis population was in excess of 3,000 (40% of city's indigenous population and 5 percent of the total population). With over 1,100 being registered, rights-bearing citizens of the Métis Nation of Ontario (MNO).

This cultural centre addresses essential cultural and traditional needs of the Métis people. Because the Métis people were denied their heritage and the ability to grow as a community, it is clear that a need for this facility exists in order to cultivate interest and preservation of historic artifacts and stories. To support this, the document *Measuring Wellness: An Indicator Development Guide for First Nations* states, 'Healing requires engagement of community members. The planning process of healing can be an important part of individual, family and community healing. Healing in this sense is not about fixing the physical pain. Instead, it is about getting to the root cause of the problem or trauma and healing the whole person, family and community. Healing refers to the process of changing habits of the heart and changing behaviour to lead to better outcomes. It is about finding balance between the spiritual, physical, emotional and mental well-being of individuals, families, and communities' (pg. 6).

This cultural centre will act as the delivery site for the Métis Nation of Ontario's education and training, health and wellness, seniors and justice system support programs, benefiting Sault Ste. Marie's Métis and urban indigenous communities.

Governments of all levels have dedicated funds to address wellness in Métis, Aboriginal, First Nations, and Indigenous cultures. Funding for cultural centres is available to address the physical, mental, emotional, and spiritual needs of the people.

The Truth and Reconciliation Commission of Canada, states as a call to action in Health 'We call upon those who can effect change within the Canadian health-care system to recognize the value of Aboriginal healing practices and use them in the treatment of Aboriginal patterns in collaboration with Aboriginal healers and Elders where requested by Aboriginal patients'. This cultural centre brings healers and Elders to communities who currently do not have access to these resources.

It is becoming increasingly important for government and public servants to better understand the history and traditions of the Métis people. As an additional potential revenue stream, this cultural centre can provide education and training opportunities for organizations and



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government. As stated in the Truth and Reconciliation Commission of Canada, calls to action for professional development and training public servants, 'we call upon federal, provincial, territorial and municipal governments to provide education to public servants on the history of Aboriginal peoples, including the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal rights, Indigenous law, and Aboriginal-Crown relations. This will require skills based training to intercultural competency, conflict resolution, human rights, and anti-racism.'

The Truth and Reconciliation Commission of Canada, calls for Indigenous community-controlled education and relationship building projects, stating as a call to action 'we call upon church parties in the Settlement Agreement, in collaboration with Survivors and representatives of Aboriginal organizations, to establish permanent funding in Aboriginal People for – Community-controlled education and relationship building projects'.

The HSSMMC now intends to transform the site into the new Sault Métis Cultural Centre. Once operational, the new Centre will become the following:

- The delivery site of MNO programs and services currently offered through 26 Queen Street East, and will house Sault Ste. Marie's 14+ MNO staff.
- The location of Ontario's first permanent Métis Cultural Centre, which will be open to the public and house a robust collection of rare, historic Métis artifacts currently valued at over \$20,000.
- A space to observe and celebrate Métis visual and performing arts.
- The home of the Sault Ste. Marie Métis Community Centre, which will host community gatherings, ceremonies, and events celebrating Métis community, heritage and culture.
- A gathering space for members of the Sault Ste. Marie community-at-large, who will continue to be able to use the facility for activities and events.

11.4 THREATS

A provincial election may mean a change in governing bodies. This may delay funding agreements and access to support.

Instability in human resources and potential changes to administration, project management,





and personnel Métis Nation of Ontario should be considered and risk management plans should be put in place.

Lack of funds to complete necessary renovations to the property is a threat but applications are being made to various funding sources for assistance.

This cultural centre is a non-profit entity that will need to find sustainable funding. Lack of long-term funding is a threat.

12.0 PEST ANALYSIS

12.1 POLITICAL

To respond to the unique and often unaddressed needs of Sault Ste. Marie's large and growing Métis community, the Historic Sault Ste. Marie Métis Council (HSSMMC) was formally established in 1994 and now represents one of Canada's oldest and most historic Métis communities. The HSSMMC is also supported by the robust administrative structures of the Métis Nation of Ontario (MNO) Secretariat, which operates on an annual budget of approximately 40 million. HSSMMC has been able to offer a consistent flow of unique, culturally-informed programs and services that benefit Sault Ste. Marie's Métis and urban Indigenous communities, as well as the broader community at large. These include organizing regular community-inclusive events which celebrate Métis history and culture, such as Powley Day and Louis Riel Day, a Métis dance club, Métis artisan collective, and participation in larger community multicultural events such as Rotary fest, Passport to Unity, Bon Soo, National Aboriginal Day, and many more.

In 1993, the Métis Nation of Ontario (MNO) was established through the will of Métis people and Métis communities coming together throughout Ontario to create a Métis-specific governance structure. The MNO was not created to represent all individuals and communities that claim to be Métis, but those individuals and communities that are a part of the Métis Nation.

The Truth and Reconciliation Commission of Canada states as a call to action of establishing permanent funding in Aboriginal People for community-controlled healing and conciliation projects, stating 'we call upon church parties in the Settlement Agreement, in collaboration





with Survivors and representatives of Aboriginal organizations, to establish permanent funding in Aboriginal People for – Community-controlled healing and conciliation projects.

As Métis, Aboriginal, First Nations, and Indigenous people assume responsibility for the management, design and delivery of community-based health and wellness services, there must be access to the space needed to incorporate practices and models that better meet the health and wellness perspective and priorities of the community. Therefore, it is a priority to support the incorporation of Métis, Aboriginal, First Nations, and Indigenous people healing and wellness into health policies, programs and services and to do this in a way that is safe and relevant for the Métis people. This cultural centre accomplishes this.

The Aboriginal Healing and Wellness Strategy promotes healthy Aboriginal communities through the Aboriginal Healing and Wellness Strategy. The Strategy combines traditional and mainstream program and services to help improve Aboriginal health and reduce family violence. Community based programs include: community wellness programs, counselling to address mental and emotional issues, crisis-intervention services, healing lodges, health care, health promotion and education. This strategy discusses the importance of cultural centres and healing lodges.

12.2 ECONOMIC

Since 1996, the Historic Sault Ste. Marie Métis Council (HSSMMC) has operated from the current Sault Métis Centre, located at 26 Queen Street East. The Sault Métis Centre currently houses 14+ Métis Nation of Ontario (MNO) staff and serves as the delivery site for a wide range of important programs and services, benefiting Sault Ste. Marie's large Métis and urban Indigenous communities. This location will be a permanent physical space for the HSSMMC's ongoing community, cultural and reconciliation focused activities that aim to preserve the Métis traditional and education of others.

This cultural centre will be a tourism destination for Ontario's 80,000+ Métis and the 500,000+ Métis across Canada, bringing economic benefits to the broader Algoma region.

The Truth and Reconciliation Commission of Canada requests as a call to action in Health 'we call upon the federal government to provide sustainable funding for existing and new Aboriginal healing centres to address the physical, mental, emotional, and spiritual harms



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caused by residential schools, and to ensure that the funding of healing centres in Nunavut and the Northwest Territories is a priority.' Although this project is not a healing lodge, many of the positive attributes associated with a healing lodge will be provided by the cultural centre. It is believed that with the necessary renovations, this project provides a strong economic foundation to the maintenance and delivery of training and other programs.

Permanent funding for community-controlled education and relationship building projects are included as a call to action in the Truth and Reconciliation Commission of Canada report. As stated, 'we call upon church parties in the Settlement Agreement, in collaboration with Survivors and representatives of Aboriginal organizations, to establish permanent funding in Aboriginal People for – Community-controlled education and relationship building projects'.

Métis, Aboriginal, First Nations, and Indigenous communities gain long-term sustainable benefits from economic development projects, including cultural centres. According to the Truth and Reconciliation Commission of Canada, a call to action in Business and Reconciliation is 'we call upon the corporate sector in Canada to adopt the United Nations Declaration of the Rights of Indigenous Peoples as a reconciliation framework and to apply its principles, norms, and standards to corporate policy and core operational activities involving indigenous peoples and their lands and resources. This would include, but not limited to, the following: Ensure that Aboriginal peoples have equitable access to jobs, training, and education opportunities in the corporate sector, and that Aboriginal communities gain long-term sustainable benefits from economic development projects.

A site that has a cultural space, potentially a museum or art gallery, are all services that can be offered in the hospitality and tourism sector.

12.3 SOCIAL

This Métis cultural centre will encourage positive growth through the understanding of traditional ways of life. Together, people will be helped and taught to help themselves grow using traditional practices, partnered with modern methods. This cultural centre will help the Métis people stand as one, bring back culture, traditions, spirituality, and the way of aboriginal life to the communities of residence.

The annual assembly of the Métis Nation of Ontario will be hosted in Sault Ste. Marie in August



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2019. The Sault has previously hosted this event in 2012, 2007, and 2001. This event generates hundreds of thousands of dollars in revenues for Sault Ste. Marie. A gathering place like the Métis cultural centre will give participants to the annual assembly an opportunity to view cultural artifacts and heritage, and celebrate the founding Métis people in the area. The hall will be used for performances, teaching and training at this assembly.

This is the only Métis cultural centre in Ontario (fourth in all of Canada) and will house and display a professionally-curated collection of historic Métis artifacts currently valued at over \$20,000. This cultural centre will give the Métis people a space to celebrate Métis visual and performing arts. Depending upon independent need, scheduling will be implemented in a manner that will accommodate all involved, and include a combination of training, workshops, tours, dinners and other gatherings.

There are a number of studies and reports that suggest incorporating traditional healing and wellness into health services for Métis, Aboriginal, First Nations, and Indigenous people, will improve health and wellness. Holistic wellness is believed to lead to better long term results, not just for the health system but also for individuals, families, communities, and nations.

Traditional healing refers to health practices, approaches, knowledge and beliefs incorporating healing and wellness while using ceremonies; plant, animal or mineral-based medicines; energetic therapies; or physical/hands on techniques; arts; dance; or music.

Areas of Community Wellness, also known as the Social Determinants of Health, include education, employment and working conditions, social support networks, social environments, personal health practices and coping skills, health services, culture, and healthy child developments. A cultural centre will encourage and support the growth of these community wellness indicators and show participants traditional ways so that they can grow within the community.

12.4 TECHNOLOGICAL

The cultural centre will incorporate technology and advanced software to simplify a number of administrative tasks such as accounting, payroll, point of sale transactions, and data management. This historic location means additional provisions to ensure reliable electricity, heating and communication technology. This may require satellite communications for internet





connect ability.

Fluidity of government spending and support for traditional Métis practices is in constant flux or lacks consideration completely.

Generational shifts and interest may cause a lack of demand in Métis methods and culture.



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NORTHSTAR CONSULTING TEAM - JASON NACCARATO, PRESIDENT & CEO



Born and raised in Sault Ste. Marie, Jason Naccarato is a project manager who specializes in leveraging opportunities and managing initiatives related to finance, engineering, stakeholder engagement, and market development activities. Jason utilizes his experience to assist his team in the areas of economic development and strategy. He is a focused and driven individual who is results orientated.

Prior to starting Northstar Consulting, Jason was the Vice President of Development at the Sault Ste. Marie Innovation Centre (SSMIC) where he focused on economic development in the city of Sault Ste. Marie. During his tenure at SSMIC, he was also the CEO of Algoma Games for Health.

In the past, Jason has held positions with Magna International as an Advanced Purchasing and Business Development team leader, Nissan North America as a Senior Program Controller in Cost Economics, Nissan Technical Centre North America as a Development Engineer, and with Siemens VDO as Test Engineer.

Jason was awarded an Honors Bachelor of Engineering Science in Mechanical/Materials Engineering from the University of Western Ontario. He holds an MBA from Wayne State University and was awarded his Project Management Professional (PMP) designation. Jason has also taught project management at Sault College.

Jason has sat as a Director and/or Executive on numerous community-based Boards and Committees including:

Governor on the Sault College Board of Governors

Sault College is one of 24 publicly funded colleges in Ontario. Sault College is located in Sault Ste. Marie, Ontario, and began in 1965 as the Ontario Vocational Centre.

Director on the Ontario Sustainable Energy Alliance (OSEA) Board of Directors

(OSEA) is a non-profit organization supporting the growth of renewable energy and Community Power projects in the Canadian Province of Ontario.



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President on the Sault Ste. Marie Chamber of Commerce Board of Directors

The chamber is the recognized voice of business committed to economic prosperity in Sault Ste. Marie and energy infrastructure fields, where he focused on strategic communications, community engagement, and the facilitation of project-related engineering assets.

NORTHSTAR CONSULTING TEAM - CHRISTINA COUTU



Christina Coutu grew up in Sault Ste. Marie, Ontario. As the youngest of five children, including a set of triplets, she learned the importance of team work, sharing, compromise, and conflict resolution early in her life. She attended Sault College where she obtained a diploma in business and continued to Lake Superior State University where she graduated with a concentration in marketing. In 2016, she graduated with a project management certificate from Sault College, and in 2018, completed the adult educator certificate program.

Christina is the President and Chief Healing Officer of *Conduit Coaching & Consulting*. She specializes in business development, business plan writing, and grant writing. Additional services include; life skills coaching, project management, event planning, regression therapy, and employee development and training. Christina is the Executive Director for the Centre for Social Justice and Good Works. The Centre believes in "*Creating Positive Change Together*" and specializes in project-based leadership and entrepreneurship training. Christina is an active community volunteer, leader and mobilizer.

Treasurer, Sault Ste. Marie Chamber of Commerce Board of Directors

The chamber is the recognized voice of business committed to economic prosperity in Sault Ste. Marie.

Director, Board of Directors, Fringe North Festival

The Fringe North International Theatre Festival is an annual, not for profit, 10-day theatre festival located in Sault Ste. Marie, Ontario.



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APPENDIX

OLD BURIAL GROUND FOUND AT SITE OF NEW MEMORIAL HALL

Belonged to North West Company—Hall is Up-to-date One

(The Sault Daily Star
July 9th, 1919)

Twenty-one bodies were discovered while workmen were excavating for the foundation of the new Memorial Hall of St. John's church on John street. Apparently the site was an old grave yard used by the old North West Trading Company about eighty years ago when Sault Ste. Marie was in its embryo stage.

Nothing had been left, when the ground was deeded over to the Anglican Church, to show that there was a cemetery in existence there. The property was taken over by the Hudson Bay Company when it absorbed the North West Trading Company which was organized in 1783 and the servants of the Hudson Bay Company were also buried there, the last to be interred at that spot, Mr. F. J. Falkner, one of the oldest residents of the Sault said, was a Mrs. Bennett. Previous to that a Mr. and Mrs. Stonehouse was buried there. Although Mr. Falkner remembers them he does not remember their initials, and there seems to be no record in existence of any of the burials.

An item in the records of St. John's Church made by Rev. Canon Piercy in 1906 mentions the fact that "a plot of ground just south of the rectory was used by the Hudson Bay Company as a burial ground and the plot extended from Fort Creek bank westerly to a line two feet beyond the street line." The only thing left to indicate that such was the case was a broken tablet, on which no writing was discernable.

A remarkable feature of the old cemetery was that the greater number of the coffins were not more than eighteen inches below the ground, only one was found to be

four feet below the surface. This, Rev. Percy Bull, the present Rector of St. John's Church, gives as the reason why recent clergymen residing there have been troubled so much with throat affection, and say at times there were odors coming from the ground which he believed was from the cause of the bodies not being buried sufficiently deep.

The Sault Star

Title: *A Piece of Sault History Could be Lost Forever* [Wednesday, December 24, 2008]

On the banks of Fort Creek here in the Sault stands a building which was originally named St. John's Chapel of Ease.

The land belonged to the Northwest Fur Trade Company and, unbeknownst to the people who purchased it, most of the property was an old graveyard. The wooden grave markers had long since disintegrated and the bodies were not discovered until 1919, when the Memorial Hall was being built in memory of six men who had died in the Great War.

Some of the remains were of soldiers from the War of 1812, when this city was burned to the ground by the Americans. Others were employees of the Northwest Fur Trade Company, many of these were Indians, and later others were local townspeople.

C o p y

131 Bruce St.,

Sault Ste. Marie,

July 1st 1919.

Rev. Mr. Bull,

St. John's Parsonage.

Dear Sir:

I was requested by Mr. Lake to tell you anything I knew about the grave yard which is being disturbed owing to the excavation for the basement of the Memorial Hall.

The grave yard in question belonged to the old North West Fur Company, and was originally used only by them for the interment of the servants &c of the Company, but was used as a cemetery for the burial of all Protestants who happened to die in Sault Ste. Marie before the old Town Cemetery was opened.

It, the North West Co's. grave yard, was in continuous use up to the year 1865, the last person to be buried there being an old acquaintance of mine, a Mrs. Burnett, whose son Peter I met a while ago and who works in some camp up the A. C. R. The others who were buried there before her were a man by name Stonehouse and his wife.

In talking to an old French resident here (since dead) and who worked at the old X. Y. Company's post on the east side of the Fort Creek, I happened to mention that I did not think many were buried there, but he told me that it was simply full of graves, which however as far back as I can remember 1863 I could not find much trace of except on a marble tombstone to the memory of Margaret Cameron.

So you see that the old grave yard must have been used for 80 years and perhaps more. At that time this section of the country was an unorganized district, and I suppose no record was kept of births & deaths unless such may be found in the records of the Hudson Bay Co's. Surely some record must be extant of the deaths of their employes. The North West Company was organized in 1783.

Yours truly,

F. J. FALKNER.

It would be interesting to hunt up these burials. Rev. Mr. Capp's Annals of Sault Ste. Marie is very misleading in this respect.

The Venerable Dr. Harry Huskins
MA, LL.M, Th.D
Executive Archdeacon and
Administrator
provsyn@soonet.ca



The Anglican Church of Canada

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September 2, 2016

Background Note on the property of Saint John's parish, Sault Ste. Marie:

The Anglican Church has now closed Saint John's parish and, as of September 1, is no longer using the church and parish hall buildings for Church purposes. The clergy residence on the site (referred to as the rectory) is presently rented out to a tenant. The property is bounded on the north side by Albert Street West, on the south side by Central Park Avenue, and on the west side by John Street. It is located across John Street from the now closed Etienne Brule elementary school which has become the Urban Aboriginal Alternative High School.

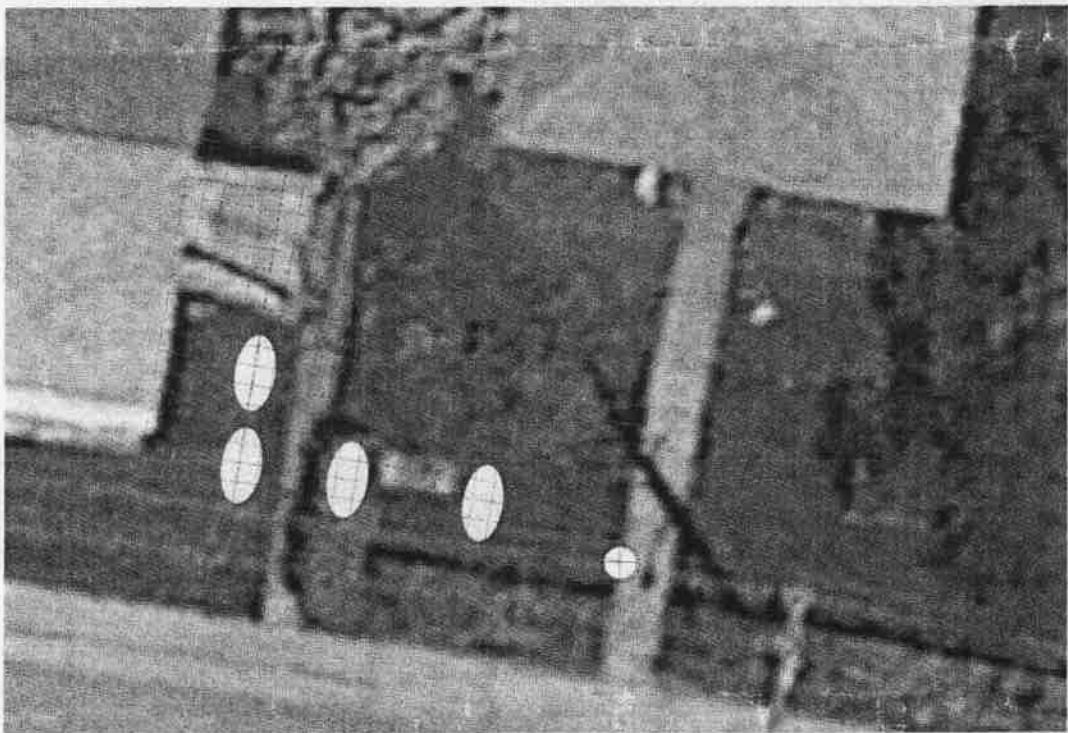
The parish priest in charge of this property is the Reverend Pamela Rayment who is a Metis woman. She has taken the lead in continuing to use the parish hall for a number of Indigenous youth initiatives and partnerships. The Archdeacon who is in charge of all of the Church's work in Sault Ste. Marie is Roberta Wilson-Garrett who is also Metis.

We regard this as a Metis legacy property. Fort Creek used to flow through the surface of the property, but now runs through an underground aqueduct built and maintained by the City. In the late 1700's the shoreline of the St. Mary's river used to be far closer to the property than it is now and the Northwest Fur Trade Company built its trading post, later taken over by the Hudson's Bay Company, at the mouth of Fort Creek. Behind the Fort and up the Creek on this site was established a cemetery for "*the Company's servants*" including, of course, the many Metis who did the harder labour at the Fort and those who did the canoe runs transporting the furs.

From the attached letter from 1919 and newspaper clippings, and other documentary evidence that confirms this, it seems that the last burial on the site took place in 1865. In 1901 the Hudson's Bay Company transferred the land to the Anglican Church to be the site of a new parish needed because the original town of Sault Ste. Marie had grown and settlement had expanded into this area.

The Anglican Diocese has had a ground penetrating radar survey of the site taken about two weeks ago. We have not yet gotten the analysis of this back so that we do not know if there are any intact burials in the ground after two hundred years or whether they have so decomposed as to no longer be individually identifiable. In either event, this is a burial ground and we recognize and want to respect the strong Metis legacy that this involves.

Because of this we do not want to see the site disturbed and, rather than having the property sold to a developer, we would very much prefer to transfer this historic burial ground to the Metis Nation at no cost. In looking back to 1901, when the land was first transferred to us, till now, we see ourselves as moral stewards of this land and the burials over this century and more. As moral stewards we believe that it is right that things come full circle and that the stewardship over these Metis burials come to rest again in the hands of the Metis themselves.



Upwind

Downwind

Top

Bottom

Front

The grid edge was at the edge of the book back, and was positioned at the front and center. The top edge of the grid is the top edge of the book and was located in the very center of the page. Other locations are relative to the area measured. In the event of the full or the area outside is needed.



Number of Agents in Office/Region	100,000+	50,000+	25,000+	10,000+	5,000+
North America	100,000+	50,000+	25,000+	10,000+	5,000+
Europe	50,000+	25,000+	10,000+	5,000+	2,500+
Asia Pacific	25,000+	10,000+	5,000+	2,500+	1,000+



Backgrounder

Identification of Historic Métis Communities in Ontario

August 22, 2017 11:55 A.M. | Ministry of Indigenous Relations and Reconciliation

Métis are recognized as one of three distinct Aboriginal peoples in Canada with rights protected by section 35 of the Constitution Act, 1982.

Since then the Supreme Court of Canada has released a series of judgments that urge governments and Indigenous peoples to work together to achieve reconciliation which includes the reconciliation of the rights, interests and ambitions of Aboriginal and non-Aboriginal Canadians.

Métis communities emerged as a result of the North American fur trade, during which First Nations peoples and European traders forged close economic and personal relationships. Over time, many of the children born of these relationships developed a distinct sense of identity and culture. They had shared customs, practices and a way of life within their communities, which were distinct from their First Nation and European forbearers.

These Métis communities formed along strategic water and trade routes prior to the Crown effecting political and legal control in these areas. Many of these communities persevered and continue to celebrate their distinct identities and histories today, practicing their unique culture, traditions and way of life. These communities are a part of the diverse heritage of Ontario, both past and present.

In 2003, the Supreme Court of Canada recognized a Métis community with a communal right to hunt for food in and around Sault Ste. Marie. This case provides the framework for identifying Métis communities in other areas of the province as well as other parts of Canada.

Moving forward

For many years, Ontario and the Métis Nation of Ontario (MNO) have worked together to strengthen their relationship and to advance reconciliation. This has included the signing of a Relationship Framework Agreement in 2008, renewed in 2014, which led to initiatives that aim to improve the quality of life and wellbeing of Métis children, families and communities across Ontario. Guided by the Framework Agreement and consistent with Ontario's constitutional obligations to the Métis, Ontario and the MNO have worked together to exchange and review historical reports regarding historic Métis communities in Ontario. These reports have been prepared by independent professional historians and ethno-historians and provide research regarding "mixed Aboriginal ancestry" as well as "Métis" populations in particular areas in the province.

Since 2010, Ontario and the MNO jointly reviewed these reports, identifying information that provides evidence of the emergence of historic Métis communities that meet the criteria provided by the Supreme Court of Canada in *R. v. Powley*. Through this work, the MNO and Ontario jointly identified six historic Métis communities in the province that meet the criteria in addition to the historic Sault Ste. Marie community recognized by the Supreme Court of Canada. These historic Métis communities include:

- Rainy River / Lake of the Woods Historic Métis Community

- The inter-connected historic Métis populations in and around: Lac La Pluie (Fort Frances); Rat Portage (Kenora), Eagle Lake (Dryden/Wabigoon) and Hungry Hall (Rainy River). The Lake of the Woods area includes Rat Portage, White Fish Lake, Northwest Angle, Wabigoon and Long Sault.

- Northern Lake Superior Historic Métis Community

- The inter-connected historic Métis populations north of Lake Superior, including the Métis people who worked for period of time or settled at: Michipicoten, Pic River, Fort William, Nipigon House and Long Lake.

- Abitibi Inland Historic Métis Community

- The inter-connected historic Métis populations at the inland posts between New Post and Timiskaming, including: Frederick House, Abitibi House, Kenogamissi, Flying Post, Mattagami and Matachewan as well as the historic Métis population at the Moose Factory Post and environs, several families of which were inter-related to members of the historic Abitibi Inland Community and migrated south to become a part of this community.

- Sault Ste. Marie Historic Métis Community

- The historic Métis population at Sault Ste. Marie and environs, which the courts recognized extended as far as "Batchewana, Goulais Bay, Garden River, Bruce Mines, Desbarates, Bar River, St. Joseph's Island, Sugar Island and into Northern Michigan."

- Mattawa/Ottawa River Historic Métis Community

- The historic Métis population centred at Mattawa and spanning the Ottawa River from Lac des Allumettes (Pembroke) to Timiskaming and environs.

- Killarney Historic Métis Community

- The historic Métis population at Killarney and environs.

- Georgian Bay Historic Métis Community

- The inter-connected historic Métis populations at Penetanguishene and Parry Sound and environs.

Modern day membership of rights-bearing Métis communities must ancestrally connect to the historic community. While identifying historic communities is a significant milestone towards respecting Métis rights in Ontario, this alone does not determine who in Ontario is Métis or who holds Métis rights, nor define Métis harvesting areas or territories.

Ongoing work based on the identification of these historic Métis communities will inform policy approaches to consultation and related issues such as the independent review of the MNO Harvester Card system currently underway that is targeted for completion in fall 2017.

In addition, Ontario and the MNO will consider additional historical research that may become available respecting the potential identification of other historic Métis communities or of new information that may change or expand any of the seven historic Métis communities. While the joint work undertaken by the MNO and Ontario does not

necessarily address the claims of other self-identifying Métis communities that are not represented by the MNO, the existing research may inform Ontario's overall approach on these issues.

More information about each of the identified historic Métis communities can be found in factsheets posted on the MNO's website.

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Bulletin

Ontario and the Métis Nation of Ontario Announce Identification of Six Additional Historic Métis Communities Working Together to Advance Reconciliation

August 22, 2017 12:00 P.M. | Ministry of Indigenous Relations and Reconciliation

Ontario and the Métis Nation of Ontario (MNO) are pleased to announce that collaborative work has resulted in the identification of historic Métis communities located throughout Ontario.

In the spirit of reconciliation, the province and the MNO have been working together to determine whether historic Métis communities existed in given areas in Ontario. As a result of this collaboration, six new historic Métis communities have been identified:

- The Rainy River / Lake of the Woods Historic Métis Community
- The Northern Lake Superior Historic Métis Community
- The Abitibi Inland Historic Métis Community
- The Mattawa / Ottawa River Historic Métis Community
- The Killarney Historic Métis Community
- The Georgian Bay Historic Métis Community

These historic Métis communities developed their own distinctive collective identities, each with its own customs, practices, and traditions. While identification of these historic Métis communities is a significant milestone, this alone does not determine who in Ontario is Métis or who holds Métis rights, nor define Métis harvesting areas or territories.

Working in partnership with the MNO to identify historic Métis communities is one of many steps on Ontario's journey of healing and reconciliation. It reflects the government's commitment to work with Indigenous partners, creating a better future for everyone in the province.

Quick Facts

- In 2003, the Supreme Court of Canada confirmed in the *R v Powley* decision the existence of a Métis community in and around Sault Ste. Marie, with its own distinctive Métis culture. This case also recognized that this community has a Métis right to hunt for food. Under the Powley framework, the first step to recognize Métis rights is identifying whether an historic Métis community existed in a given area.
- Métis are recognized as one of the three distinct Aboriginal peoples with rights protected by section 35 of the Constitution Act, 1982.

- Distinct historic Métis communities began to emerge as a result of the fur trade in what is now Ontario. These communities developed along strategic water and trade routes prior to Crown government effecting political and legal control in these areas.

Background Information

- Identification of Historic Métis Communities in Ontario

Additional Resources

- Métis Nation of Ontario
- Ontario Ministry of Indigenous Relations and Reconciliation
- Powley Decision

Quotes



"Ontario has built a strong partnership with the Métis Nation of Ontario and we are committed to advancing meaningful reconciliation and fulfilling our constitutional obligations to Métis. In circumstances where there are overlapping obligations to First Nations and Métis, Ontario is committed to working together with affected partners to reach fair and balanced resolutions."

David Zimmer

Minister of Indigenous Relations and Reconciliation

"The Métis Nation of Ontario is pleased and proud to announce the results of our collaborative work with Ontario in identifying historic Métis communities. The advancement and recognition of Métis rights has always been and remains the highest priority for our citizens and communities. This important milestone provides a foundation for meaningful reconciliation as well as future negotiations with the Crown on these important issues."

France Picotte

Acting President of the Métis Nation of Ontario

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3/25/2018

Newsroom : Ontario and the Métis Nation of Ontario Announce Identification of Six Additional Historic Métis Communities

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ALGOMA ANGLICAN

September 2017 Official Voice of the Diocese of Algoma—A section of the Anglican Journal - Celebrating 60 years Vol. 60 – No. 7



RETURNED HOME: The Church of St. John the Evangelist, Sault Ste. Marie has been returned to the Métis Nation of Ontario. The property was left vacant after combining with St. Matthew's to form Emmaus Parish. The church is on the site of the original Métis burial ground located on the banks of Fort Creek. It will be used as a spiritual and cultural centre with Anglican worship continuing on special occasions.

St. John's, Sault Ste. Marie returned to the Métis

By the Ven. Harry Huskins

St. John's parish, Sault Ste. Marie, merged last year with neighboring St. Matthew's to form the new Emmaus Parish. The combined congregations are now worshipping in the former St. Matthew's building leaving the St. John's property vacant.

It is the site of the original Métis burial ground located on the banks of Fort Creek downstream from

the St. Mary's Rapids connecting Lakes Superior and Huron. In 1793 the Northwest Company built a fur trade fort at the mouth of the Creek and took the land, using it as the Company cemetery. The Americans burned the fort during the war of 1812 and the land became part of the Hudson's Bay Company's holdings when it took over the Northwest Company in 1821.

In 1901 the land was transferred

to the diocese, though it was so overgrown that those involved may not have been aware of its history. A church, hall, and rectory were built. Indigenous families have been an important part of the parish's history and the land and buildings have now been returned to the Métis Nation of Ontario as part of the diocese's on-going work of Reconciliation.

The Métis Nation will be reno-

vating the buildings. The Church will continue to be used as a spiritual and cultural centre with Anglican worship continuing on special occasions. The Rev. Pamela Rayment, St. John's last Incumbent and herself Métis, is being appointed by the Bishop as Chaplain to assist and advise the Métis Nation in this. Rev. Rayment states: "This is an exciting and hopeful

See Transfer—p. 4

Inside Algoma



Anglican editors meet in Gravenhurst

Editors and management staff of the various Anglican newspapers in Canada held their annual conference in Gravenhurst from Wednesday, May 31 to Sunday, June 4, 2017.

See p. 2



CLAY to meet in Thunder Bay in 2018

The Diocese of Algoma and the Manitoba Northwestern Ontario Synod of the ELCIC will host a gathering of Canadian Lutheran Anglican Youth in Thunder Bay in August of 2018

See p. 5

Next deadline

The deadline for the next issue of *The Algoma Anglican* is Friday, September 1.

Send items to:
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E-mail:
anglican@muskoka.com

South River church celebrates 125 years

By Suzanne Nugent

Opposite the South River Post Office on Ottawa Street sits beautiful Grace Anglican Church. On Saturday, July 22, Rev. Christopher Davis and the congregation celebrated 125 years of worship. Rt. Rev. Anne Germond, Anglican Bishop of Algoma, officiated at the service, followed by a re-

ception in the parish hall and on the lawns outside.

Grace Anglican Church, South River has a long history. Grace Anglican church was envisioned on April 18, 1881 when Mr.

W.A. Connolly donated land for the church. St. John's Anglican Church, Eagle Lake, was Grace's mother church. On July 3, 1892,

with 48 parishioners in attendance, Rev. George Gander officiated at the first service held in the newly completed church. The offering at that first service totalled \$1.41.

The names of the founding families of Grace Anglican Church are many of the earliest settlers to move east of the settle-

ment of Eagle Lake and the Old Nipissing Road. Ard, Ardiel, Bottomley, Banting, Connolly, Code, Everest, Leighton, Loney, McGrath and Noak are some of the founding families and many of their descendants still live in the area and attend and support Grace Anglican Church. The church has thrived for 125 years

in the growing and changing community of South River. Grace Anglican Church has mourned the loss of soldiers from two World Wars, enjoyed the prosperity of the logging boom and the Beaver Charcoal era, and has struggled through the depression years. The highway has changed its route

See Church — p. 7

Anglican editors gather in Gravenhurst for conference

By the Rev. Peter Simmons

Editors and management staff from the many Anglican newspapers in Canada gathered for the annual Anglican Editors Conference in Gravenhurst from Wednesday, May 31 to Sunday, June 4, 2017. The first day of the conference was a social day allowing attendees to experience some of the sights and sounds of Muskoka.

The day began with a visit to Bethune Memorial House, the birthplace of Dr. Norman Bethune. Dr. Bethune is best known for his work as a surgeon in China during the revolution. The group then made their way to Muskoka Bay for a two and half hour cruise on the Wenonah II from Gravenhurst to Port Carling. This boat is a replica of one of the many steamships which helped to open the region to commerce and tourism in the 19th and 20th centuries. On the return trip to Gravenhurst, a stop was made at Johnson's Cranberry Marsh for a wine tasting and opportunity to purchase some of the products made from this local berry.

Day two was business focused as participants made their way to St. James' Anglican Church. The church, which is celebrating its 150th anniversary, was the venue for the vari-

ous sessions. Breaks and lunches were provided by a number of very generous and kind ladies of St. James. Following a service of Morning Prayer, Mark Hauser, editor of *Dialogue*, Diocese of Ontario, gave a presentation on how to improve the writing of headlines in order to grab a reader's attention. Paul Sherwood, editor of the *Diocestan Times*, Diocese of Nova Scotia and Prince Edward Island, spoke briefly about innovations in technology. Saskia Rowley, Art Director for *Anglican Journal*, and head of the Graphics and Print Production Department for the national office of the Anglican Church of Canada, gave a brief presentation on "Graphic Design 2.0". Following lunch, Beverly Murphy, circulation manager for the *Anglican Journal* and senior manager for General Synod communications and information resources and Marites (Tess) Sison, editor the *Anglican Journal* reported on various issues related circulation and publication of diocesan newspapers and the *Journal*.

A brief coffee break was followed by the business meeting of the Association. Rev. Canon Dr. Judy Rois, Executive Director of the Anglican Foundation and Dr. Scott Brubacher, Executive Administrator, gave a presentation on the ongoing

work and ministry of the Foundation. Since 1967, the Foundation has supported ministry in the Canadian church through financial grants in support of infrastructure projects, ministry projects, church music, education in the north, and liturgical and outreach initiatives. The day was capped off with a banquet held at the Muskoka Boat and Heritage Centre. Rt. Rev. Anne Germond, Bishop of Algoma spoke of the history of the diocese and the Deanery of Muskoka.

Saturday, June 3 was spent in sessions led by Paul Sherwood and Saskia Rowley. Paul Sherwood led participants through ways to use technology in preparing photographs for publication. Saskia Rowley provided advice for improvement to the editors as she went through each newspaper of the editors present.

The conference concluded on Sunday, June 4. A number of participants headed home on Saturday evening, while a few were able to attend the service of Holy Eucharist at St. James before making their way home by car, or plane from Pearson Airport. Participants have indicated their appreciation and advancement of knowledge as editors at the conference. Halifax will be the host of the conference in 2018.



NEW PRIEST: Rev. Dr. Derek Neal was ordained to the priesthood on Monday, June 5, 2017 at St. John the Divine, North Bay. The preacher at the service was Rev. Dr. Annette Brownlee, Chaplain of Wycliffe College, Toronto. Rev. Dr. Neal is pictured with Rt. Rev. Anne Germond, Bishop of Algoma and clergy, lay readers and laity who were in attendance at the service.



MAKING NEWS: Jim Sweeny, editor of the *Quebec Gazette*, stands over some of those who attended the Anglican Editors Conference in Gravenhurst from Wednesday, May 31 to Sunday June 4, 2017. In the back row from left are Beverly Murphy, circulation manager for the *Anglican Journal*, George Cribbs, editor, *The Northland*, Stephanie Boyd, editor, *Crosstalk*, and Saskia Rowley, artistic director, *Anglican Journal*. Pictured in the middle row are, from left, Tess Sison, editor, *Anglican Journal*, Munden Coates, *Saskatchewan Anglican*, and Gisele McKnight, editor, *The New Brunswick Anglican*. In the front, from left are Mark Hauser, editor, *Dialogue* and Peter Simmons, editor, *Algoma Anglican*. The photo was taken on the steps of the Bethune Memorial House, the birthplace of Dr. Norman Bethune.

Savouring a magnificent motif

By the Rev. Dr. Jay Koyle
Diocesan Congregational Development Officer

People never seem to tire of Pachelbel's Canon. Classical music buffs and casual listeners alike savour this modest masterpiece, a basic theme played continuously by bass strings while other sections sound complementary motifs. Perhaps that's the work's beauty, a rich tapestry of melodies arising out of a simple, ongoing theme.

The Christian Liturgy is something like that. Every rite we celebrate and every season we observe arise from a single theme, voiced over and over again. We have a fancy name for our theme: we call it the Paschal Mystery. But don't let the term throw you. This

isn't just the stuff of academic theological discourse. It expresses the essence of our religion in a nutshell.

The theme's primary note is "pasch", meaning Passover or passage. We inherited it from our Jewish predecessors. For them it called to mind the Exodus event, when twelve tribes enslaved in Egypt were delivered as one People to freedom in the Promised Land. God's mercy was revealed when their homes, marked by the blood of a lamb, were passed over by death. God's power was laid bare by their passage through the Red Sea's parted waters; God's faithfulness was declared in the covenant forged at Sinai.

This saga shaped every page of the "Old Testament". Subsequent

generations claimed it as their own, affirming at each Passover that what God did for their ancestors God had done for them. It was the lens through which they understood God, themselves, and

Table Talk

their purpose in the world.

The defining event for Christians is the death and resurrection of Jesus Christ. To first speak of this mystery, our forebears in faith borrowed the Passover language of the Hebrews. Jesus was thus the Lamb of God whose shed blood saves us from sin and death. The crucified Messiah "passed over"

from death into resurrection life. In Christ, God has taken the tribes of the world and reconciled to Godself one holy people. Moreover, those who make passage through the waters of baptism are said to cross from sin's bondage into the liberty of new life, sharing in the covenant sealed on Calvary, bearing witness to the Kingdom proclaimed and embodied by Jesus, now raised up as Sovereign of all.

We sometimes associate these notions with the Lent and Easter seasons alone, times when they are particularly obvious. Yet every story, every nuance of the New Testament proclaims this mystery. And from the candlelight and carols of Christmas to the closing cadence of the church calendar,

the canon is cast in masterful counterpoint. Sunday by Sunday, century after century, believers have gathered around a common table to repeat the story while sipping a morsel of bread and a mouthful of wine. In doing so, we have declared Paschal Mystery as the theme of both our worship and the whole of our life, interpreting the meaning of Jesus Christ and of ourselves in him.

Seasoned theologians and new believers alike can savour this magnificent motif. Next time you gather with the church for worship, listen closely! You will hear the tune of God's grace in Christ. Then listen again! Hear yourself in the rich harmony echoing the theme that is his!

EDITORIAL

Letter from the Bishop

CLAY 2018

Dear Friends.

'Mezeta wagezheweskung', meaning, 'as the sun goes around shedding light so the Bishop goes around shedding the light of the Gospel' was the honour name given to our beloved Bishop Thorneloe way back in 1897 by the indigenous people at Grand Bay near Nipigon, as a sign of their affection and gratitude.

I've thought of this many times over the summer months as I have travelled along Highway 17 East and West, and down Highways 69 and 11 South visiting parishes and communities along the way. In some ways I've felt the same as I've travelled similar routes and have had the joy of sharing the same story of good news that my predecessors have told for 144 years. I must confess that travel in 2017 is far easier than in the early days of the diocese and I can hardly begin to imagine the amount of time consumed in moving from place to place. Horse and buggy, train, canoe, on foot; I am so grateful for the luxury of an SUV and air conditioning to boot! Bishop Thorneloe once remarked, when asked why he never took a holiday that, 'I'm always on holidays, going here or there.'

As you know, we're working our way through Matthew's Gospel this year and I've enjoyed preaching on his parables of the Kingdom of Heaven. When Jesus taught, people thought they knew what he meant when he used the words 'kingdom of heaven'. Their understanding came from their lived reality and I imagine they fully expected him to speak about kings and princes, riches, power and glory. I wonder if the crowds were disappointed then, and perhaps even some of his disciples, when they heard his parables about the kingdom, they were surprised to hear it compared to a place where lost sheep are found, where seeds are scattered and are secretly growing, and bad weeds grow among the good wheat, and a man finds treasure buried in his field. Imagine discovering that the kingdom of heaven is right where you are, in the field outside your home and in your kitchen as you are baking bread.

As a new bishop in this vast and magnificent diocese, I am on the hunt for the Kingdom of God all over Algoma. In six months I've visited one third of our 90 congregations wearing my "Messenger of Good News Moccasins" and whenever I meet with clergy and church members I ask them the same question: Where is Christ most visible in your congregation right now? Where are you seeing new seeds of the kingdom of heaven growing?

In asking that question I find that parishioners, wardens, board members, clergy often have to think and dig around a bit in order to answer it. But the answers always come after some searching of hearts, and in realising that in the kingdom of God in Algoma is right there, in plain view and in the ordinary circumstances of our lives as we minister together as a people of God. And what I learned is that the Kingdom of God is a busy kingdom where the people

where seeds are being sown and some beautiful ministries are growing as a result of it.

I want to commend you all for the way in which the Kingdom is being revealed through your ministry to young people and children. All over Algoma in camps and vacation Bible schools our young people are experiencing the

love of God, being invited to be part of Jesus's 'superhero team' while at the same time enjoying the wonder and beauty of creation. I saw the kingdom of heaven revealed in the woman who cares so much about youth in her par-

ish that she gave \$1000 of her own money so that five of them could go to youth synod this year. I saw Christ most visible at youth synod as one of our clergy sat with one of those youth in a deep theological conversation. I saw Christ visible in the youth leaders at Synod, praying with our young people and teaching them gospel values. Thank you Algoma for your love of our children and youth.

Algoma's commitment to youth is strong and unwavering. From August 15 to 19, 2018 at Lakehead University in Thunder Bay, our diocese will be welcoming young people from across Canada for CLAY, the biennial gathering of Anglican and Lutheran youth. At CLAY youth will encounter scripture in meaningful ways, experience ancient and modern ways of worship, learn together in special interest forums, and make connections with youth from all over Canada.

We would like to send 30 youth from Algoma to CLAY in 2018 but to make it happen it will cost in the region of \$30,000. I would like to invite every congregation across Algoma to consider supporting the diocesan youth by having a fundraiser in their parish for CLAY 2018. Even if you don't have youth attending from your congregation, this is one way in which you can support youth ministry.

CLAY is very popular and we will be registering our youth early in 2018. Details of where you can send your CLAY seed money will be posted on the Diocesan website. In addition to supporting our youth in this way, please pray for all those who are responsible for our young people in our congregations.



Anne Germond
Bishop of Algoma

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The man, the miracle and the menace



By the Rev. Richard White

The United Arab Emirates is situated on the south-west corner of the Persian Gulf, and all but one of the Emirates border The Gulf. There are eight Anglican churches, and probably twice as many active and retired clergy in the UAE. Our membership is exclusively foreign nations and their families. Church life is vibrant and the weekly attendance figures are strong. But the challenges we have are very different from what we have in Algoma. Consider what happened during an afternoon spent with a clergy colleague this summer.

I serve as the interim, or "locum" as they call it, at St. Thomas, Al Ain in the Emirate of Abu Dhabi. Al Ain snugs against the country of Oman. A colleague and I decided to get together. The drive to my colleague's parish took a while. The highways are modern here, the traffic was predictably heavy, the scenery was an endless tapestry of golden-colored sand-dunes, palm trees, date farms, and camel preserves. The temperature was in the 40s.

My colleague's air conditioned home was welcoming. We settled down for afternoon tea in his living room, then a series of conversations opened up. These are conversations one might only have in The Gulf countries.

First, he gave me the news that he was losing a parishioner. He had been ordered to leave the country in ten days, presumably because someone deemed his presence in the UAE a threat. He wasn't told why. He had no

recourse to appeal. He was simply banished for life. His family would follow later.

Expulsions are common here. In the 1980s when we first lived in the Middle East a friend from England was sent packing. It was a different country, but the pattern was the same. No reason was given, he was simply a persona non grata overnight. His best guess was that he had shared his Christian Faith with a Muslim.

News from the Gulf

local, and handed him a New Testament. That's proselytization and that's against the law out here. Expulsions happen for a myriad of reasons.

Recently I saw a local newspaper headline. The first word was "Security." That says it all. In Canada we see "free speech" as a right. Not here. Governments cannot risk the sort of political, social or religious unrest that unfeathered speech might cause. So there are foreign news programmes and Tweets that are blocked. Facebook is scrutinized. One thoughtless Facebook post criticizing the land's ruler could multiply into tens of thousands of criticisms. Blogs are scrutinized too.

An unregistered attempt to use a blog to raise money for any cause is a breach of the law. An openly critical comment of Islam or the Prophet Mohammed is guaranteed to cause a back-lash against foreigners, and an expulsion order.

See Clergy—p. 4

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Transfer of church is a commitment to reconciliation

Continued from Front

experience of reconciliation in action. I am thrilled to be involved and look forward to seeing this come to fruition. It truly is the best possible outcome for the former St. John the Evangelist property."

Bishop Anne Germond says: "Reconciliation is one of the seeds that was named at Synod this May that everyone in Algoma was invited to carry in our sacred bundle for the next two years. When I spoke about reconciliation in my charge to Synod I did so in terms of our relationships with

our indigenous brothers and sisters, but reconciliation is something that is important in our everyday interactions and relationships with each other. There is no point in speaking about reconciliation with our indigenous brothers and sisters if we are in conflict with our family and friends.

Reconciliation happens when people come together in a new relationship and seek to grow in their understanding of one another. This allows for everyone to 'speak the truth in love' so that past hurts can be acknowledged and so that we can move towards a more hopeful future. Embarking on this

journey also means knowing that along the way you will be changed from the inside out.

I see the transfer of the St. John's church building as being much more than just the giving of a space to the Métis Nation of Ontario. I see it as a hopeful sign of our ongoing commitment to growing in relationship with the MNO of which the transfer of the building is a small sign. Some of the seeds from Synod have been watered and I look forward to seeing what God has in store for the St. John's property and our friendship with the Métis Nation of Ontario."

Clergy in The Gulf don't talk about risk of terrorism

Continued from p.4

An emotionally-charged conversation in a coffee shop that carelessly praises Iran or Israel, perceived enemies of the Arab world, could trigger public anger and might warrant expulsion. The authorities would be all over the smallest hint of sympathy for Islamist extremist causes. There is no official sympathy for Islamist extremism out here. An expulsion order sends a clear message. Careless words have consequences. Security is paramount.

Someone came to the door. I excused myself and wandered into the kitchen. Sayuri, nor her real name, was making sandwiches. Thousands of Sri Lankans and Indians work out here as house servants. Their living accommodations are good. Their pay is good, and the money is sent home to cover a child's education, to supplement the family income, or to pay for the care of an elderly parent. House servants also get a paid flight home at least once a year to visit family.

Sayuri was happy to see me. Foreign labourers like to talk about their home countries, so I always ask where they are from. Sayuri was from Sri Lanka, the land famous for its elephants and its tea. "I'm a Christian," she said, steering the conversation into a testimony about her conversion. She was raised a Buddhist background, she said, but a few years ago she had developed a terrible swelling in her upper bicep and deltoid muscles. It was painful, hard to the touch she said, and she couldn't raise her arm.

She said that two Christian women visited her, and asked if they could pray for her. She agreed. They placed their

hands on her shoulder and prayed in the name of Jesus. She had never heard of Jesus, she said, but the pain vanished. It was a miracle. Over the next day or two the swelling subsided and she raised her arms to praise the One who had healed her, Jesus. She now attends a Sri Lankan church and family members back home have become Christians as a result of her healing.

She carried the sandwiches into the living room. I followed. "Do you ever have anything like that back in Canada?" my colleague asked me. I didn't know what he was referring to. He and the visitor had been talking about terrorist threats to church buildings and worshippers. "Do you prepare for terrorist attacks back home?" He asked. "No," I said gratefully, suddenly realising that we never had that fire drill at my last parish we were supposed to have.

Clergy in The Gulf don't usually talk about the risk of terrorism, however we think about them. We know that the governments of The Gulf have their backs. Last Christmas, when I did an interim in Kuwait, we had two armed police cars in front of the church during the main Christmas service. At another, we had an armed plain-clothed officer in the congregation. Such protection is typical, but only recently have clergy began talking about having a risk level policy for their churches. Perhaps the climate seems more menacing now.

The news of the May murders of 28 Coptic Christians in a bus attack in Egypt sends chills through both the Christian and Muslim communities out here. There are stories

of police thwarting attacks against Westerners too, just as there are in Europe. In recent weeks a man was spotted taking pictures of a church in one of the UAE cities. He was lingering around the site, taking too many pictures for comfort. The church staff found him menacing and called the police. They arrived, talked to the man, then took him away. At another church a visitor walked in at the start of their service, slid a back-pack under the pew and left. He was only going to the washroom, but nobody knew that, and it created a stir. Back-packs have replaced vehicles as the preferred medium for delivering explosives I'm told.

We talk about "soft targets" out here. Churches are soft-targets. We talk about the extremist anger against Westerners and foreigners. Our congregations out here are filled with foreigners. Church boards are starting to talk about developing policies that identify potential threats and that keep staff and worshippers safe. I suspect the local police authorities will participate in developing such policies.

I encourage you to pray for the Christians of the Middle East, giving thanks for Arab governments that respect the Christian Faith and that protect those who doggedly practice it. I encourage you to pray for the safety of the thousands of Christians who live and work in The Gulf. I encourage you to remember the less fortunate Christians of Egypt, Libya, Yemen, Syria, and northern Iraq where Islamist extremism and war continues to threaten the lives of innocents.

Note: Rev Richard White is scheduled to return to Algoma mid-September.

A vote against change in marriage canon

After General Synod 2016 voted to amend the marriage canon to allow for the marriage and blessing of same-sex marriages (to be ratified in 2019), the Primate of Canada, Archbishop Fred Hiltz, referred this issue back to the diocesan and parish levels for "discussion and input". Christ Church Sault Ste. Marie immediately began a process of discernment by undertaking two information sessions in September 2016 to make parishioners aware of the history and issues surrounding homosexuality and same-sex relationships as related to the Anglican Church of Canada.

Both evenings involved a video presentation (*The Iceberg*) by Rev. Dr. Kendall Harmon, Canon Theologian of the Episcopal Diocese of South Carolina, where an analogy was drawn between the developments in the Anglican Communion and an iceberg. Usually, one-eighth of the iceberg is visible above the water and the other seven-eighths are below the water line. If a ship hits an iceberg, the most serious damage occurs beneath the surface of the water. If we use the iceberg analogy to our Anglican Church of Canada, the one-eighth above the waterline refers to issues related to Sexuality. The layers under the water level are in progressively submerged order: Creation, Marriage, Authority, Scripture and Gospel. Each layer is under increasing and constant attack by the prevailing secular culture. The undermining

of the authority of scripture and the gospel are the end result.

The presenting issue of sexuality is only the tip of the iceberg. Homosexual practice, biblically considered sin (the Bible and Homosexual Practice: Texts and Hermeneutics, Robert A. J. Gagnon, Abingdon Press, 2001, p. 37), is now considered acceptable and not sinful. Beneath the water, God's design in creation (Genesis 1: 26-27) has become confused in what it means to be a man or a woman. In the marriage layer, a new category of relationships (same-sex) is now called marriage, challenging the church on its insistence on only two states – single and married, and God's original design for marriage between one man and one woman (Genesis 2:24). Church authority is being disregarded when two or three out of thirty-eight provinces in the world-wide Anglican Communion make decisions affecting the whole Communion. The undermining of the authority of scripture and the gospel by liberal, revisionist theologians, waters down God's Word, losing its power to transform lives.

Orthodox, conservative, evangelical Anglican theologians such as Rev. Canon Dr. James I. Packer (*Knowing God*, Hodder and Stoughton, 1973) and Rev. Dr. John R.W. Stott (*Basic Christianity*, Inter-Varsity Press, 1971), both reaffirm that Scripture is "inspired by God". St. Paul says that

"All scripture is God-breathed" (2 Timothy 3:16,17). The Anglican Church has hit the iceberg head-on, and the hull of its faith, beliefs and doctrine have been severely compromised. Similar to the Titanic, its leaders fail to set off the alarm, and instead carry on as if oblivious (The Bishop or the King, Ron Corcoran, Essence Publishing, 2009).

On December 4, 2016 a special vestry meeting of the whole Christ Church Sault Ste. Marie congregation was called, to which 75 people attended. A motion to

would require a complete revision of the Marriage Canon, a rejection of the Solemn Declaration 1893 (BCP, viii) and the Book of Common Prayer, would be in contravention of Scripture, the mind of the world-wide Anglican Communion's teaching on marriage (as expressed in Lambeth 1998 1:10), and the received tradition of the Anglican Church of Canada. A response from the Bishop was forthcoming, with a promise to discuss the matter at the Executive Meeting prior to the Diocesan Synod in May 2017.

We are all sinners and we all need a Saviour. This is the salvation message of the true gospel. But when what the gospel calls sin, is no longer regarded as sin, but instead celebrated, then there is no gospel to preach, there is no need of a Saviour, and the Lord Jesus has died for nothing. The gospel of Christ is an exclusive gospel, in that there is only one way to Heaven, only one way to the Heavenly Father, and that is the way of the cross. Only through Christ can we find purpose and meaning in life. Only through Christ is there forgiveness of sin and newness of life. Only through Christ can we begin to express God's moral character in our lives by His Spirit. We need to proclaim the true gospel. St. Paul says, "For I am not ashamed of the gospel, for it is the power of God for salvation to everyone who believes, to the Jew and also to the

Greek. For in it the righteousness of God is revealed from faith for faith, as it is written, "the righteous shall live by faith" (Romans 1: 16-17).

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Respectfully submitted,
Dr. Gordon B. Wong

Canadian Anglican Lutheran Youth, CLAY, to meet in Thunder Bay in 2018

By the Rev. Nancy Ringham

Hosted by Algoma Diocese ACC and Manitoba Northwestern Ontario Synod ELCIC, CLAY 2018 in Thunder Bay August 15-19, 2018 invites Anglican youth and their Evangelical Lutheran peers from across Canada. Since 2010 Anglican youth and leaders have been involved in the longer Lutheran tradition of The Gathering, Canadian Anglican Lutheran Youth, CLAY as it is now known, happens in selected sites across Canada every two years in August.

Participants register with a Home Team which in 2018, includes youth born between 1999-2004. One adult leader accompanies eight youth, with additional leaders as additional youth participants warrant. Living in community is a popular component, and in Thunder Bay, Lakehead University residences are able to house at full capacity, nearly 1000 youth and leaders on campus. Lakehead University is the site where most of CLAY will take place, in several small and large locations indoor and outdoor across campus.

Over the years, youth groups and churches have worked together in fundraising, to ensure youth who are eligible, are able to attend CLAY, held every two years. The costs of registration and room and board require some fundraising coordination in the months leading up to CLAY. The fee, approximately \$600, includes the registration fee and all program elements, three meals a day, comfortable, on-site accommodations from Wednesday night to Sunday morning, and a t-shirt. The program includes Large Group Gatherings, dances, late night spots, small group bible studies, sometimes with Bishop's Home Team time, interactive learning sessions based on the theme, and a whole lot more.

For many coming from long distances, Synod and Diocesan planned Bus Trips, transportation is extra, have become as much a part of the CLAY experience as the four days of the conference. Thunder Bay Northshore Deanery Youth can echo this experience from their days of travelling to Youth Synod.

Because CLAY is such a big deal in this neighbourhood, Algoma

Diocesan leaders have announced there will not be a Diocesan Youth Synod in 2018. It is the hope of the planners of CLAY, that youth from all deaneries in Algoma will plan to be part of CLAY 2018, including perhaps a Bus Trip which takes participants through some of the most spectacular geography in Canada.

CLAY 2018 was affectionately coined "Thunder CLAY" moments after the "Reveal" which took place in Charlottetown at CLAY 2016. Details about Thunder Bay CLAY 2018 are appearing now on the website www.CLAYgathering.ca. At the time of writing, these include the Theme, the introduction of the Storyweaver, applications for the CLAY Band and Drama team and lots of other interesting CLAY facts.

Bookmark the site, and visit often. Like us on *Facebook* and imagine yourself as a threads CLAY 2018 participant. Come as a delegate, an adult volunteer, a Home Team leader. Imagine how you will be changed by the encounter.



WORKS OF ART: A number of hand crafted quilts were on display at St. John's, Kagawong as part of Summerfest held on Saturday, July 15 and Sunday, July 16, 2017.

Blessings of the boats and a show of quilts in Kagawong

By Mary Buie

Summerfest is Kagawong's turn to shine in the summertime. St. John's always has their annual Marine Service and Blessing of the Boats. This year there were two extra twists and it was Canada 150.

First there were over 100 quilts on display during the Hawberry Quilt show. The theme was red and white but there were also traditional quilts and fibre art quilts, wall hangings and table runners. The two island guilds create quilts for victims of fire, and for many social agencies such as Ronald MacDonald House and donate quilts to local groups for their fundraising efforts. Some of the congregation

of St. John's are members. As well as in the Park Centre, the community centre, some quilts were displayed in the church over the pews throughout the weekend. Volunteers had to take them down for the church service and then put them back. What a wonderful place to display quilts, a place of comfort peace and beauty!

On Sunday morning for Blessing of the Boats it was overcast and a bit windy but fairly warm. The Heritage Centre summer student Alastair Staffen talk about the history of St. John's. Marine hymns and he traditional format for the basis for worship. The bell was tolled and those lost on the

water were remembered. However this year we had two priests share in the service. Fr. Aidan Armstrong incumbent of St. John's was joined by Rev. George Gaiser, the local Lutheran minister and summer resident who often helps with services when he is here. Most often the service starts at the church then moves for Blessing of the Boats.

This time the two clergy were very good sports and were boated from the small craft harbour over the dock. The water was a little rough but they arrived safely. Once more the community was made aware of the presence of Jesus in Kagawong.



PLANNING FOR CLAY: Pictured are members of the National Planning Committee for the gathering of Canadian Anglican Lutheran Youth, CLAY, who will be meeting in Thunder Bay in 2018. From left, back row are, Rev. Gretchen Peterson, Monica Sourial, Rev. Nancy Ringham, Jeremy Langner, Angela Chorney, Roberta Weston, Rev. Quenton Little, Rick Vantvoort. Pictured in the front row, from left are, Rev. Jenn Renouf, Leslie Giddings, Sabrina Buffie, Rev. Phil Penrod, Heidi Wilker, Jordan Sandrock. Ally Colp, also a member of the committee, is absent from the photo.

A baby shower and a "afternoon tea" held in Bracebridge

By Caroline Sokoloski

"Just another church tea" one might say. But social times can ease loneliness, strengthen the bonds of fellowship, and nurture grateful hearts. Toward the end of June young, old, and everyone in between, were celebrated at St. Thomas', Bracebridge. An intentional effort was made to contact people who are mostly "shut-in" and provide transportation for them. St. Thomas', Bracebridge ACW hosted 'Afternoon Tea' in Browning Hall. The tables were beautifully decorated and the best china came out. With flowers on every table, fancy serviettes and tiered china cake stands it looked

like High Tea at the Empress Hotel in Victoria. Many of the guests came from local seniors' residences and were treated to delicate sandwiches and dainty cakes and pastries. Of course tea cups were kept full and there were many hugs as people renewed friendships and shared memories of days gone by.

Organist Connie Knighton and her husband Rob, entertained with music from earlier decades and many joined in choruses of jingles like *How Much is That Doggie*. A former organist and now published author, Eve Jones, read a selection of short stories from *At Your Age*, a book compiled by residents of a

See Events—p. 7

Keep the conversation going

For decades, the *Algoma Anglican* and the *Anglican Journal* have been a vital communications link between parishes, dioceses and the national Church.

Together, we have shared stories, ideas and opinions from a faith perspective in a way that has helped us put that faith into action.

Whether encouraging a response to human need, educating about the care of creation, or helping readers discover new ways to reach out and grow the Church, the *Algoma Anglican* and the *Anglican Journal* spark compassionate conversations in an increasingly secularized world.

Please give generously to the *Anglican Journal Appeal* this year. With your help we can keep the conversation going!

Please fill out and return the enclosed postage-paid donor reply card or call 416-924-9199, ext 259.

Alternatively, you can email mross@national.anglican.ca or go to www.canadahelps.org to make your gift today.



Pass out the shak-shaks

By the Rev. Canon Bob Elkin

When I was in the seminary the big issue of the day was feminine theology and there were many hot and heavy debates about it and about the Anglican *Book of Common Prayer* which didn't seem to have ever considered this issue. I remember a particular acrimonious conversation in the common room about the line "who for us men and our salvation..." with supporters saying it referred to all people while others pointed out that "men" doesn't include women.

My favorite suggestion came from a female classmate who put forward this simple fix: "It's just an oversight in punctuation" she said. "Add two commas and it'll read 'Who for us, men, and our salvation...' Brilliant! I hope that woman got to be Bishop somewhere or other because I think she had the gift of making the complicated simple and that's a great skill that the church badly needs.

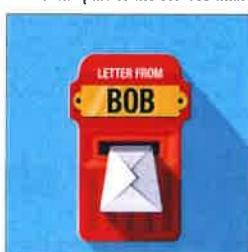
I did a little teaching over the years and I remember once receiving a directive that there were to be no negative comments on report cards. I did a little soul searching and then got creative and tried to float "Little Johnny does nothing, well!" past the principal but it didn't fly. Some people just don't appreciate creativity but I do. There is more than one way to skin a cat!

I've had the good fortune over the years to work in a variety of churches of various denominations and I've been able to see their way of skinning cats and some of it is pretty awesome. A million years ago I worked in the United Church in Pikangikum and the most memorable part of worship service that sticks in my mind was the music; two country-western guys on electric guitars who ramped up the amps and blew us out the door with loud, twangy versions of "I didn't hear nobody pray" and "Blood on the highway". It was years before I realised that *Pass Me Not O Gentle Saviour* was not written to the tune of Johnny Cash's *Teenage Queen* which I thought was a darn shame. It fits better and your toes will definitely tap more to Johnny's tune.

I saw that in the Anglican Church in the West Indies too. When the bishop visited they brought in a steel band, violins, shak-shaks and even wrote a mass setting that rocked. The bishop danced down the aisle that morning and it was amazing. Recently I've done some fill in at a Baptist Church where the organist and a trumpeter just about had everybody dancing down the aisle with a hymn they did that was pure New Orleans' Jazz. I've gotta say it's been a long time since I've heard something like that in the average Anglican church.

It's not just the music that

makes some church's service memorable. One of the churches where I fill in has a part of the service called "Parable for Today". It used to be the children's moment but they often don't have many children and as was explained to me they missed the story and the thought it provoked and so the parable evolved. I've had fun with that part of the service. I've read Thoreau's *The Bear Who Let It Alone*, a Zen wisdom story called "Is That So?" and even a tongue-in-cheek story called "If Creation Happened Today" where God tangles with government bureaucracy and ends up creating hell. Sometimes people get more out of this part of the service than



they do out of the sermon which is great, as long as something appeals! And how often do we skip the children's moment because there are no children?

Something else I've seen which I really liked happens in any United Church during the service when someone reads "Minute for Mission". The United Church emphasizes mission and each week they read out a short description of a mission happening somewhere in Canada or the world that is supported by their Mission and Service Fund. I'm aware of the work of this fund because the church I served in Pikangikum all those years ago was supported by that fund. Their weekly reading puts a very human face on their outreach, exposes people to the variety of things being done and encourages giving. What church wouldn't like to see that happen?

I know a lot of us really love what we do in our churches on Sunday morning but sometimes you have to ask if that makes it all OK. My favorite car in all the world is the 1956 two seater Thunderbird with the porthole windows. I love that car but I wouldn't want to be in one if there was an accident: no roll bars, no air bags, solid steel dash, and no seat belts. Your chances of getting out of that wreck intact are pretty small. I love our liturgy too but sometimes I have to realise that keeping the "bones" and reworking some of the rest of it might be a good thing. Maybe it will help other people, different people, younger people love it too and through it become closer to God and each other. And isn't that what it's all about?



60 YEARS AND COUNTING: On Thursday, May 25, 2017, a special exhibition was held at Christ Church Cathedral, Vancouver. It featured a number of Indigenous and other textile artists and their explorations into the realm of the sacred. The exhibition attracted over 3,000 visitors and coincided with the Foundation's official launch of their 60th anniversary (Photo by Rev. Canon Dr. Judy Rois).

Anglican Foundation of Canada celebrates 60th anniversary

By Michelle Hauser

It has been a year to rejoice in six decades of "wonderful deeds." These words embedded in *I Will Give Thanks to the Lord*, the choral anthem composed in honour of the Anglican Foundation of Canada's 60th anniversary.

The anthem is one of many commemorative projects developed in honour of this milestone in the Foundation's history. Established in 1957 to ensure a generous flow of funding for infrastructure and ministry projects, the Foundation's growing legacy of grants and bursaries have proved transformational in the lives of thousands of individuals, parishes, and faith communities.

Some of these stories have been brought together in a book: *Imagine That: Dreams, Hopes, and Realities—Celebrating 60 Years of the Anglican Foundation of Canada*. "If you want to know how Canadian Anglicans have overcome challenges in pursuit of their dreams," says Canon Judy Rois, Executive Director of the Foundation since 2011. "this book is filled with true stories of hope, imagination, and innovation."

Indeed innovation, particularly the need for artistic exploration

and the sharing of new perspectives, was the driving force behind (in)finite: spiritual conversations in cloth, the free exhibition at Christ Church Cathedral in Vancouver, featuring a number of Indigenous and other textile artists and their explorations into the realm of the sacred.

The special exhibition coincided with the Foundation's official 60th anniversary launch on May 25 and drew more than 3,000 visitors. It also reinforced the present-day reality that the Foundation is about much more than "steeples and roofs" and is "branching out in support of really interesting things."

Also part of this 60th anniversary has been the publication of *Children's Prayers with Hope Bear*, an illustrated book featuring prayers for seminal moments in a child's life, everything from starting school to dealing with grief and loss. Canon Rois says "helping children find words for their prayers" is an important next step in the Hope Bear ministry, which has gained in popularity as part of the Foundation's Kids Helping Kids initiative. And there's more! Click on Anniversary on the website and you'll find a short video

that highlights the diversity of ministries the Foundation supports across the country. There's also now a beautiful neck tie and silk scarf available through the AFC store.

Canon Rois wants parishes and individuals to see the Foundation as a "powerful resource pool" that grows and deepens alongside a sense of collective responsibility for ministry. "The best way to make a big difference from coast to coast to coast is for every parish to give something to the Foundation every year."

What's next for the Foundation? To continue inspiring generosity and creativity within healthy, vibrant faith communities from coast to coast to coast—generation after generation with the active engagement of all Canadian Anglicans.

It's safe to say that helping to bring more ministry dreams to life will be job No. 1 for the Foundation for the foreseeable future—for the next sixty years at least.

For more information or to order copies of any of the Foundation 60th anniversary resources please visit anglicanfoundation.org/60th or call +1 694 9199 ext. 244.

The quickening pace of change and reform

By the Rev. Peter Simmons

Upon Henry VIII's death in 1547, Edward VI ascended the throne. He was a boy of nine years of age. Henry had allowed Edward to be schooled by protestant educators. Until he came of age, a Council would govern the nation. Edward Seymour, Lord Somerset, an uncle of the king, became Lord Protector. Somerset was in favour of reform, as was increasingly Thomas Cranmer, Archbishop of Canterbury. Many matters would now be put under consideration for change.

The Six Articles Act was repealed and The First Book of Homilies published by Royal authority. The book was a compilation of twelve sermons on topics such as Scriptures, Justification and Good Works. The sermons were written by Cranmer and used every Sunday. The council also ordered the removal of all images and paintings from churches which might seem to promote superstition. The number of candles on the high altar were reduced to two and bells could no longer be rung during the Mass. The use of palms on Palm Sunday was disallowed as were the use of ashes on Ash Wednesday. Many beautiful and ancient works of art were destroyed. Statues were broken, churches pillaged, painted

windows broken and frescoes desecrated.

Although much was tolerated, those who sought to move too quickly, and took it upon themselves to denigrate the Eucharist, were checked. This was in response to some who made fun of the Eucharist, who took the words *Hoc est corpus meum, "this is my Body"* and turned it into "*Hocus-Pocus*". Those caught doing so would be punished as decency and order were to be maintained. Also

Anglicanism

of importance during this time was the directive the Eucharist be given to the people in both bread and wine.

Another undertaking was to put into force the *Chantry Act* of 1545. Passed during the reign of Henry, it had never been enforced. The act was a way to acquire revenue for a depleted exchequer, the national treasury. Although some of the funds were supposed to be used for education, this never happened. It was not well received given many chantry priests were elementary school teachers leading to the suffering of grammar schools. Chantry were also supported by powerful

guilds and private families. Lord Somerset himself attempted to profit from this venture, destroying six bishop's palaces in order to finance the construction of his own "Somerset House". The palace was never built.

Through reform, preaching became central importance to the life of the church. Chief among the preachers of the time was High Latimer, 1492-1555. In plain and simple terms he emphasised the need for holiness in society. He utilised images from daily life with which people were familiar and could understand.

A number of protestant thinkers who were filled with the fervour of reform began to arrive from other nations. Peter Martyr Vermigli, 1499-1562, a religious, came to England in 1548. He was soon appointed Professor of Divinity at Oxford. Martin Bucer, 1491-1551, came from Germany after having been invited by Thomas Cranmer. He was made a Professor of Divinity at Cambridge.

Reform was only beginning. The pace accelerated in more areas in the life of the church. Liturgical reform would gain much attention with the publication of the first *Book of Common Prayer* in 1549.

More to come.



TEA FOR MORE THAN TWO: Near the end of June 2017 following a service a worship, an "afternoon tea" was held particularly for those who are shut-in. Transportation was provided to church so no one would miss this special gathering.

Events were a time of celebration and enjoyment

Continued from p. 5

nearby retirement home. As the afternoon drew to a close interested guests were invited into the church to enjoy the beautiful stained glass windows and sit comfortably as Connie Knighton gave a short organ recital.

Not sitting on their laurels, the following Sunday, the ACW again stepped forward and invited everyone to celebrate the youngest member. Newborn Lucian Chumbley and his parents were 'showered' with many beautiful, useful, fun gifts. This time the hall and tables took on aspects of blue water and rubber duckies. The indefatigable ACW members again provided a light lunch for everyone. New Dad, Nick, cut the

delicious carrot cake and our Poet in Residence, David Patterson, penned three verses for Lucian. Young, old and all those in between life's stages, enjoyed the food, fun and fellowship. Thank you to the ACW who help make this church family and community. Lucian As summer blooms before and we feel the warmth of light, we celebrate God's children, with a playful innocent delight. Lucian's eyes are twinkling, with that magic glow of wonder, and his little feet are twitching to those voices, that sound like thunder! we pray for his health and future and his special place with the Lord and Bless dear Nick and Jamie to a life of joyous accord DeaBeePea 6-25-17

Church has a long and rich history

Continued from Front

through South River four times, while Grace Anglican Church has remained vigilant at 92 Ottawa Ave, East.

The original structure has gone through many changes. The heating system changed from wood to oil to electric radiant. In 1967 Grace Anglican Church received a substantial amount of money from the estate of the late Katie Banting and this helped the church through some very lean years. In the late 1970s, the front of the church changed. The communion rail was moved down and the pulpit was moved up; the altar was moved forward and Holy Eucharist was celebrated from the back of the altar facing the congregation. On October 11, 1992 a new steeple and bell were dedicated in memory of the Jackson family by their descendants. Three beautiful stained glass memorial windows had been added by the Brooks, Johnston and Maeck families and the original pattern of coloured glass had been maintained for the side windows.

On November 8, 2009 a special service of Deconsecration and Closure began at St. Paul's, Sundridge and ended with a service of Consolidation and Holy Eucharist at Grace in South River. The processional cross, the time capsule, and the vestry book were recessed out of St. Paul's and processed into Grace. With this special service the congregations became one. In the following years Grace underwent major interior renovations: walls, ceiling, floor. Lights and heating system were refurbished. The newly renovated church contains visual elements from both churches, providing a touchstone to the history of both churches.

The parish hall was built in 1928 and earlier members of the congregation remember bringing wicker clothes baskets and children's wagons full of sandwiches and sweets to the earlier fundraisers for the new parish hall. The parish hall had its grand opening on November 12, 1928. It was originally heated by a wood stove and boasted an "outdoor privy", a stage with curtains and a side kitchen was added later, all long gone. In the mid 1980s the parish hall and the church were finally connected, providing easier access to the washrooms. The parish hall hosted many events including community card parties, rallies, Christmas concerts, cattlemen's luncheons, wedding receptions, family events, youth dances, luncheons and bazaars. Renovations have happened on a regular basis, gradually modernising to keep up with building codes.

In the winter of 2017 the parish hall was totally renovated with new windows, extensive insulation, a return to the vaulted ceiling, new kitchen and a new much needed washroom for those who are physically challenged. The ramp to the parish hall was completed in May of 2017. On Sunday, April 23, 2017 the parish hall was officially renamed "Gough Hall" in honour and to recognise the

service and support of Lloyd and Gladys Gough to Grace Anglican Church. Mr. Gough passed away on May 21, 2017 in his 97th year and is sadly missed by all his family, friends and fellow parishioners. Until 2016, Lloyd Gough was still ably managing the finances of Grace, a testament to his long standing service to Grace Anglican Church.

In spite of the church being 125 years old and the hall being almost 90 years, both are in remarkable condition. The pioneers obviously knew how to build and where to build. Initial concerns about the church floor joists were solved when upon investigation it was discovered that after 120 years the earth under the supports for the joists had compacted and the beams and joists were as sound as the day they first were installed. The hall renovations in 2017 went over budget due to unexpected problems with those joists but these were replaced before the new floor was installed.

According to Larry Jeffery, rector's warden, Grace has thrived all these years because of the community and the hard work and fellowship of the congregation. This church has a reputation for luncheons and dinners. The community looks forward to the teas, luncheons, potluck dinners, suppers and especially to the Christian Fellowship. Under the direction and leadership of the Rev. Chris Davis, Grace Anglican Church has a strong and dedicated team with Rev. Lynda Mee, Deacon Associate, Larry Jeffery, Lay Reader, Ron Maeck the Treasurer and Judy Maeck and Doug Sewell, organists, all supported by a faithful Parish Council. Parishioners and guests alike enjoy the special Christmas Candlelight Service, the traditional Christmas Eve service and the famous Snowman Christmas Bazaar.

Perhaps the best way to express the legacy and mission of Grace Anglican Church is the poem composed by Beatrice Lacombe, past treasurer of Grace Anglican Church. This poem was written on the occasion of Grace's 100th anniversary:

"They laid a foundation our forefathers of old, and on it built our little church where services they could hold."

Grace was the name they chose for her and proud they were indeed that the good Lord was helping them to plant the early seed.

They came by horse and carriage, brought their children each Sunday, old Dobbins bowed his head out back while inside they knelt to pray.

Lamps flickered by the windows as they raised their voices high, praising God for prayers fulfilled when harvest time was nigh.

Years have passed and times have changed as people strive for gain, but the church is always ready to serve in joy and pain.

Now the faith must be kept with those who built her long ago and keep it filled with love and peace so fruits from their seeds grow."

Musical in the Sault will celebrate Canada's 150 years

By Erin Herden

On Saturday, October 21 2017, at 7 p.m., at the Sault Community Theatre Centre, The Cathedral Players, otherwise known as the St. Luke's Junior Boys' and Girls' Auxiliaries present the *Rejoice and Be Glad Gala*. This is a concert like no other, celebrating and reflecting on Canada's 150 years as a country, the history unfolding in song, poetry, drama, dance and black light puppets. The players are aged seven years old and up. The players' last performance was a very successful Peter Pan play *The Never Song* in 2016. With that performance they were able to give \$200 each to two children's hospitals and the fund they are supporting again this year. Combined with the expertise of the Sault Community Theatre technicians and Theatre Manager, Greg Marshall, it will be a most memorable evening.

Marvelous performers including St. Luke's Cathedral Choir under the direction of Stephen Mallinger; musicians Michael Connell, Laura Strum and Bruce Douville; storytellers Very Rev. James McShane, Ken Herden and Jennifer Reid; The Sunday School Bell Ringers, and special guest Soprano Kathleen Radke, join this troupe of talented players. Ms. Radke's latest live recording may be heard on her web site. Tickets, available from the Station Mall Ticket Kiosk, are \$21.00 for adults and a very special price for children aged 12 and under at \$3.00. The usual ticket purchase service charges apply. Tickets are also available online on the Sault Community Theatre website.

The music is all Canadian and features songs by many of your favourite songwriters such as Neil Young and Stan Rogers. Each province, territory and special segment has its own music. The script is built around the 150th Anniversary learning material the young people have focused on in the fall of 2016 and in 2017. A certain red-haired girl named Anne, Sam

McGee and a particularly appealing dog named Mutt, will all be there to entertain. Poignant moments are present as well, including the tragic true story of Demasduit and her niece, Shanawdithit, the last of the Beothuk, original peoples of Newfoundland.

Profits from the Gala will go to the Children's Aid Society of Algoma's Youth in Care Education Assistance Fund. The fund was created to assist the children in the Society's care that desire and have the ambition to pursue post-secondary education. Since achieving a self-sustaining level in the year 2000, more than one hundred and one bursaries have been awarded to youth in care of the Children's Aid Society of Algoma. Also very exciting is how others in the community are joining in to make this evening of celebration and fundraising a success.

Gifted multi-discipline artist, Karen Nisbet, has donated a striking oil monoprint titled Autumn Foraging for a silent auction which is ongoing until the time of the concert. Minimum bid is \$200.00 and the general public are invited to make bids at the Cathedral Office, at 160 Brock Street, 9 a.m. to 1 p.m., or by phone at 705.254.7144 during the week. The winning bid for this artwork, in its entirety, will go to the Education Assistance Fund above. Information on Karen Nisbet's 2017 exhibitions of her art is available on her web site. In addition to her art donation, Ms. Nisbet hosted some of the senior members in January, at which time they made maple leaf pottery. The pottery will be on display on the night of the Gala.

In addition, the talented folks at the Sault Ste. Marie Museum are providing an exhibition of photos and artifacts reflecting historical highlights, on the evening of the Gala. These can be viewed during intermission and at the Gala reception for the cast, crew and audience following the performance. Here's to talented young people and those who help them help others.

Understanding the life of a refugee

By Charlotte Haldenby

A few months ago when I met with the mother of our Syrian family, she told me one of her cousins had been hit by a bomb. I said how sorry I was. It was more because I saw how sad she was, than actually based on my own experience.

This summer we have been celebrating 150 years as a country. It's been even longer since we actually had enemy soldiers on our land. We have to go way back to the War of 1812, when the Americans invaded Southern Ontario. Here, in the Sault, the fur traders and local Indigenous Peoples went down from Algoma to Fort Michilimackinac. They told the commander there, as the surrounding First Nation there pulled back from him, that we were conquering him in a war he didn't even know was happening yet. It's been over 125 years since we've had an actual armed rebellion. Canadians have done wartime service, but it's always away helping our friends and allies defend themselves, or as part of the UN Peacekeeping, a Canadian idea.

We do not know how it feels to have the earth shake and the sky light up, for actual killing bombs, not fireworks. We don't know how it feels to send our children off to school and have them not come back. We don't know how it feels to visit a parent in the hospital, and see how well she's doing

Looking at the World

and find out the next morning that the hospital has been bombed.

When we talk of going to camp, we mean that small cabin near the water, surrounded by beautiful trees and wildflowers. We may be going back to nature, but often we still have electricity and the comforts of home out there. If it just keeps on being rainy for days we can come home to wash to hot baths, internet and regular TV. When our new friends coming to Canada as refugees talk about camp they mean tents, dirt paths, maybe not enough food to go around, probably no schools and being there for years, with no end in sight.

Blackout, a new chapter book by Sumayah Hussein, from Ruqaya's Bookshelf, will help us and our children get some understanding of being a refugee. A young Syrian boy whose family came to Canada the usual way is so excited because his cousin is coming soon to Toronto. He has all sorts of plans about where they can go and what they can do. But his cousin arrives very sad, because he has lost his father in their escape. His cousin just cannot believe running water in taps, let alone hot water, or electricity

24 hours a day. Our guy can't believe there are people who don't have these.

The cousin thinks snow is such fun, but then along comes that three day ice storm you may remember a few years ago, and the picture is completely different. Hey, here in Canada, sometimes we don't have the water and electricity we expect. The boys do amazing things during the crisis, and there is a good ending. Along the way, all readers, adults too, can get some understanding of refugee life.

"We do not know how it feels to have the earth shake and the sky light up, for actual killing bombs, not fireworks."

A nearby refugee committee is finally getting their family, but not from Syria. This time it's South Sudan. The day I heard of that, I look at my bookshelves and there is this excellent book by James Maskalyk, a young professor at University of Toronto. His book titles *Six Months in Sudan: A Young Doctor in a War-torn Village* chronicles his experience with Doctors without Borders - Médecins Sans Frontières. This summer we have become so aware of the medical situation in the United States, and have such an appreciation of Tommy Doug-

las from John Ralston Saul's program, *Extraordinary Canadians* on CBC, around July 1.

If you live beyond the "developed" world, there are so many things going on in people's health that just don't happen here. A measles epidemic, children with other problems coming to the hospital already at starvation level, and the nearest hospital may have the equipment you need for assessment and recovery, but how do you get your people there when basic transportation is on foot. Many of your support personnel have very basic training and the outside doctors are just there for six months and then back to their regular work.

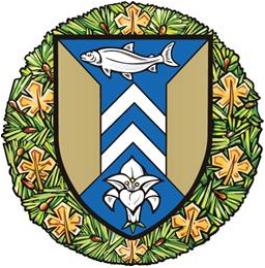
We hear of G7 and G20 conferences where developed countries talk over what matters to them, but what is happening in the other 200 countries of the world? Surely this was part of the intention of the United Nations, and UNICEF and UNHCR, but except for their annual campaign envelopes, do we actually get involved. Do we care? M.G. Vassjeni, in his latest book, *Nostalgia*, part of Canada Reads, writes of a time in the future when there is a wall right around the world separating our "developed" countries from THOSE people, who are only good for their resources, if we need them. Otherwise they should just stay on their side of

the wall with their useless lives and not bother us.

This is why we must know our own history. We must learn from our Indigenous Peoples about traditional life and how they survived. We must learn about the "newcomers" back in the old days from Scandinavia, and France, and England, how they learned to survive here, or not, as it definitely wasn't the same as home. We must learn about later "refugees" such as United Empire Loyalists and the slaves on the Underground Railroad. We must learn from the later generations of "newcomers" from Europe, yes, but also from Asia, and Africa and South America.

What an inspiring series the CBC had around July 1 about *Becoming Canadian*, how glad we are that these people have joined us, but what about the people left behind? While Vassjeni talks about an imaginary future wall, and President Trump proposes walls right now, is there another course we can take? Can we start looking at all God's children around the world, adults and kids, and reach out to treat them as family, with whom we share our knowledge, our hope, and yes, our finances, so that all can have the fullness of life.

By the way, the refugee lady told me recently that her best friend from back home has now made it to Toronto. Hurrah!



The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: John Rhodes Community Centre Restaurant

PURPOSE

This report has been prepared for Council's information on behalf of the Evaluation Committee, concerning proposals received for the leasing and operation of a restaurant/lounge for the period commencing August 15, 2018 at the John Rhodes Community Centre.

BACKGROUND

On June 28, 2018, the City of Sault Ste. Marie issued a Request for Proposals for the leasing and operation of a restaurant/lounge at the John Rhodes Community Centre. Proposals were required to be submitted for consideration no later than 3:00 p.m. on July 25, 2018.

ANALYSIS

The City received expressions of interest from various organizations throughout the RFP process. As of the closing date, two (2) proponents submitted proposals and both proposals were worthy and met the criteria of the RFP package.

The proposals received have been evaluated by a committee comprised of the Deputy CAO-Community Development & Enterprise Services, Director of Community Services, the Manager of Arenas, and the Manager of Purchasing. The proposals were evaluated using a criteria matrix in accordance with the City's regular evaluation process.

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is Mr. Jody Wilson.

Mr. Wilson plans to name the restaurant **Icebreakers Sports Bar and Grill**.

Mr. Wilson is the former owner of Chilly Willy's Sports Bar and Grill, which operated at this location from 2011 to 2014. Icebreakers will be supporting local

businesses as much as possible. Mr. Wilson has experience in the hockey community and working with all the sporting events at the John Rhodes Community Centre.

Mr. Wilson has plans for renovations for the space and will honour local hockey heroes and legends.

FINANCIAL IMPLICATIONS

The new agreement will see the City enter into a seven (7) year agreement with an option to renew for another five (5) years, which will generate \$280,000 in revenue plus annual taxes in the approximate amount of \$16,874 (2018) for the restaurant space.

Annual payments of \$40,000 will commence September 1, 2018. Under the previous agreement, \$26,212 was received annually plus a percentage of gross revenue (\$23,147 in 2017). Under the new agreement, the City will see an annual reduction of approximately \$9,000 in revenue.

The proponent has indicated an interest completing renovations and further discussions with the City need to take place to finalize a plan and confirm costing. As stated in the Council report dated June 25, 2018 the City will continue to work together with the proponent in the reconfiguration of space to position the restaurant for long-term success.

Lease payments will be structured as follows:

September to April	\$4,000/month plus HST
May to August	\$2,000/month plus HST

It is the opinion of the evaluation committee that the proponent has the experience and financial backing to position the restaurant for success.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Additionally it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

John Rhodes Community Centre Restaurant

2018 08 13

Page 3.

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2018 08 13 be approved.

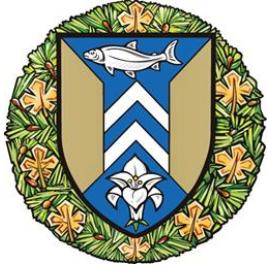
An agreement and by-law authorizing signature of the agreement appears elsewhere on the Council agenda for approval.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development &
Enterprise Services
(705)759-5314
b.lamming@cityssm.on.ca

cc: Tim Gowans, Manager - Purchasing



The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Agreement for Installation of Plaque Commemorating the Algoma Central Engine House National Historic Site

PURPOSE

The purpose of this report is to request City Council's approval to enter into a twenty (20) year agreement with Her Majesty the Queen, for the installation of a bronze plaque to commemorate the Algoma Central Engine House National Historic site.

BACKGROUND

The Algoma Central Engine House is a large, early-20th-century, brick engine house with an internal turntable. It is located in the Steelton Yard in Sault Ste. Marie. The formal recognition is restricted to the building and the enclosed turntable.

The Algoma Central Engine House was designated a national historic site in 1992 because it is a remarkably well-preserved example of its type.

Built by the Algoma Central Railway in 1912 to provide maintenance and overhauls for steam locomotives, the Algoma Central Engine House was the first of only two engine sheds built to this design in Canada. It differed from other engine sheds in its massive scale and in its incorporation of a full-sized turntable, instead of parallel through-tracks.

The Engine House is almost completely intact, comprising an enclosed turntable; numerous stalls with pits; and an attached machine shop. Together with two flanking buildings of comparable size, construction, age and integrity, it dominates the rail yard.

Parks Canada will be installing the bronze plaque in late August followed by an official unveiling ceremony.

Agreement for Installation of Plaque Commemorating the Algoma Central Engine

House National Historic Site

2018 08 13

Page 2.

ANALYSIS

The commemorative plaque will be installed along the John Rowswell Hub Trail across from the street from the Algoma Central Engine House National Historic site along Carmen's Way (Map of location is included as Schedule 'A' in the agreement).

The plaque will serve as a focal point along the Hub Trail highlighting the historical significance of the Algoma Central Engine House to our community and the railway.

The attached agreement details the roles and responsibilities of each party.

FINANCIAL IMPLICATIONS

As per the agreement the City will not incur any costs and Parks Canada is responsible for all costs associated with the installation of the plaque and is responsible for all maintenance and expenses related to the plaque on the Land.

STRATEGIC PLAN / POLICY IMPACT

This item is linked to the focus area: Quality of Life, Promote and Support Arts and Culture.

RECOMMENDATION

It is therefore recommended that Council take the following action:

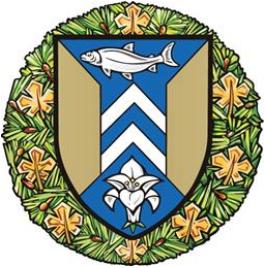
"Resolved that the report of the Manager of Recreation and Culture dated 2018 08 13 concerning the agreement with Her Majesty the Queen, for the installation of a bronze plaque to commemorating the Algoma Central Engine House National Historic for a twenty (20) year period commencing August 2018 and terminating on July 31st, 2038 be approved."

"The relevant By-law 2018-167 is listed elsewhere on the agenda and is recommended for approval."

Respectfully submitted,



Virginia McLeod
Manager of Recreation and Culture
705.759.5311
v.mcleod@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Renewal of Agreement – The Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society

PURPOSE

The purpose of this report is to request City Council's support for the renewal of a ten (10) year agreement with the Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society, for the maintenance and operation of the Sault Ste. Marie Museum commencing on August 13th, 2018 and terminating on August 13th, 2028.

BACKGROUND

The Sault Ste. Marie Museum is a non-profit, charitable organization facilitated by the Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society for the citizens of Sault Ste. Marie and the District of Algoma, as well as visitors to the community. A management Board of Directors oversees the operation of the Museum.

The City of Sault Ste. Marie enacted By-law 83-14 which authorized an agreement with Her Majesty the Queen in Right of Canada (represented by the Minister of Public Works) which agreement authorized the acquisition of the Old Post Office at 690 Queen Street East. The former Post Office was designated under Part IV of the Ontario Heritage Act and has been maintained and operated as a community Museum.

City Staff have met with members of the Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society Board to review the maintenance and operating agreement.

The attached agreement details the roles and responsibilities of each party. The new agreement has been updated taking into consideration the clauses included in the annual funding agreement to ensure both agreements align with one another.

Renewal of Agreement – The Sault Ste. Marie and 49th Field Regiment R.C.A.,
Historical Society
2018 08 13
Page 2.

ANALYSIS

The Sault Ste. Marie and 49th Field Regiment Historical Society exists to collect, preserve, study and exhibit artifacts and archival materials which illustrate history of the people and the development of Sault Ste. Marie and immediate surrounding area.

The Sault Ste. Marie Museum plays an important role in our community and new agreement will ensure the preservation of our history will continue.

FINANCIAL IMPLICATIONS

As an outside agency the Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society receives funding from the City of Sault Ste. Marie on an annual basis to support ongoing operations at the Museum. The 2019 funding for outside agencies will be determined as part of the budget process.

STRATEGIC PLAN / POLICY IMPACT

This item is linked to the focus area: Quality of Life, Promote and Support Arts and Culture.

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2018 08 13 concerning renewal of a ten (10) year agreement with the Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society, for the maintenance and operation of the Sault Ste. Marie Museum commencing on August 13th, 2018 and terminating on August 12th, 2028 be approved.”

“The relevant By-law 2018-175 is listed elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



Virginia McLeod
Manager of Recreation and Culture
705.759.5311
v.mcLeod@cityssm.on.ca

THIS AGREEMENT made the 13th day of August, 2018

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "City")

OF THE FIRST PART

-and-

THE SAULT STE. MARIE AND 49TH FIELD REGIMENT
R.C.A., HISTORICAL SOCIETY
(hereinafter called the "Society")

OF THE SECOND PART

WHEREAS the Society is dedicated to the preservation of artifacts, objects, books, documents and other items of historical significance and to promoting public awareness of the history of the Sault Ste. Marie and Algoma District; and

WHEREAS the City enacted By-law 83-14 which authorized an agreement with Her Majesty the Queen in Right of Canada (represented by the Minister of Public Works) which agreement authorized the acquisition of the former Post Office at 690 Queen Street East; and

WHEREAS the City desires that the former Post Office designated under Part IV of the Ontario Heritage Act, be maintained and operated as a community Museum; and

WHEREAS the Society has agreed to maintain and operate the Museum (hereinafter referred to as the "Museum") on the City's behalf and the Society further agrees to perform such duties as are assigned to it in this operating agreement;

WHEREAS in addition to this agreement, the City and the Society have entered into an agreement entitled City of Sault Ste. Marie Grant Agreement renewed yearly on the 1st of January (the "Grant Agreement") outlining the terms and conditions of the grant provided by the City to the Society to enable the Society to maintain and operate the Museum in accordance with the provisions of this agreement;

NOW THEREFORE the City and the Society each agree with the other that in consideration of the covenants contained in this agreement the City leases to the Society the lands and premises described in the attached Schedule "A", together with all buildings, erections, structures and works now or hereafter erected or constructed thereon and together with all wiring, plumbing and heating apparatus and equipment, elevators and fixtures (other than fixtures owned by the Society) and all improvements and appurtenances (all referred to as the "premises").

THE CITY AND THE SOCIETY FURTHER AGREE AS FOLLOWS:

1. **TERM OF AGREEMENT**

This agreement shall commence on August 13th, 2018 and end on August 12th, 2028. However, the Society and the City may agree to extend the length of this

agreement for a further period of ten (10) years provided the City is satisfied with the management and operation of the Museum and both parties agree on the terms of any extension.

2. **TERMINATION OF AGREEMENT**

Either party may terminate this agreement without cause and without liability on one (1) year's notice in writing.

The City may, at its sole discretion, terminate this agreement in accordance with the default provisions set out in section 5 of this agreement.

3. **OPERATION OF THE MUSEUM**

The City acknowledges that it has delegated the authority to determine the routine operation of the Museum to the Society and that it shall exercise such authority in accordance with the Society's goals and objectives as determined by the Society. However, the Society shall be responsible to the City for the operation of the Museum, including the following:

a) **Construction and Improvements**

To construct displays, exhibits, office and service space in accordance with the goals of the Society as determined by the Society.

b) **Collection of Fees**

The establishment and collection of fees and admission charges and the keeping of a complete record of all money received.

c) **Personnel**

The provision and supervision of all personnel deemed necessary by the Society for the operation of the Museum, such personnel to be and remain employees of the Society and be paid by the Society.

d) **Advertising**

The advertising of exhibits, displays, programs and shows available at the Museum.

e) **Accessibility**

To make the display areas of the Museum available to the general public at all times, subject to the Society's right to set reasonable "open hours", schedule special events, exhibitions and programs, and charge fees.

f) **Compliance with By-laws**

To comply with and conform to the requirements of every applicable statute, law,

by-law or regulation requirement or order from time to time in force during the term hereof and any extension thereof. And further to comply with the current recommendations and guidelines from the Ontario Museum Association, the Canadian Museum Association and the Province of Ontario Ministry of Culture with respect to current collection standards, ethical behaviour and the avoidance of conflict of interest, as a body and individuals.

g) Inspection of Property

To permit the City's duly authorized agents at all reasonable times to enter and examine the premises and inspect the operations of the Museum.

h) Name of Museum

The Museum shall be officially named The Sault Ste. Marie Museum and the Society covenants not to rename the Museum without the prior written consent of the City.

i) Subletting

The parties acknowledge that the premises shall be utilized primarily for the Museum and its ancillary functions, however the Society shall have the authority to sublet such portions of the premises as may not be required for Museum functions with the consent of the City, provided that the total of such space as may be sublet does not exceed fifteen (15%) percent of the total floor space of the premises.

All approved tenants must supply to the City proof of general liability insurance in the amount of \$5,000,000.00, in which The Corporation of the City of Sault Ste. Marie has been named additional insured.

The Society shall advise the City when a tenancy has been terminated.

j) Insurance

The City and Society agree that the Museum shall be insured by the City under its (the City's) building, public liability and property damage and office contents insurance policy.

The Society acknowledges that the insurance referred to above pertains to the building, public liability, property damage and some office contents. It shall be the responsibility of the Society to obtain and pay for adequate insurance on any

chattels and fixtures.

k) Indemnities

To indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of any breach, violation or non-performance of any covenant, condition or agreement in this agreement on the part of the Society to be observed or performed.

4. OPERATIONAL EXPENSES

The Society shall be responsible for the operational expenses, costs, payments and outgoings incurred in respect of the premises. The allocation of funds for the below listed operational expenses is set out in Schedule “A” to the Grant Agreement, and categorized as “Other Operational Expenses”.

5. MAINTENANCE AND IMPROVEMENTS

a) Maintenance and Repairs

Responsible for the day to day maintenance of the premises to keep the Museum and equipment in good working order and condition. The parties acknowledge that the City has no obligation to pay any of the expenses associated with repairs and maintenance except as may be specifically agreed to in writing.

b) Alterations and Improvements

The Society shall be responsible for any alterations, additions or improvements to the premises, provided however that any alterations, additions or improvements to the structure of the building will require the approval of the City. The parties acknowledge that the City has no obligation to pay any expenses associated with any alterations unless the City has agreed in writing to be obligated. Any alterations affecting the heritage designation of the building must be approved by the Municipal Heritage Committee.

6. OBLIGATIONS OF THE CITY

THE CITY AGREES WITH THE SOCIETY AS FOLLOWS:

a) Indemnity

To indemnify the Society against all liabilities, damages, costs, claims, loss or actions arising out of the negligence of the City.

b) Sale by City

Should the City convey title to the property, this agreement shall terminate. The City shall give the Society one year's notice of its intention to convey the property.

7. **DEFAULT PROVISIONS**

This operating agreement shall be terminated:

- a) If the Society defaults in the payment of any sum payable hereunder; or
- b) If the Society fails to perform or observe any of the covenants, agreements or provisions contained in this agreement or the Grant Agreement on the part of the Society to be performed or observed and such failure shall continue for or shall not be remedied within the period of thirty (30) days next after the giving of written notice by the City to the Society of the nature of such failure; or
- c) If the Society goes bankrupt or becomes insolvent; or
- d) If the Society ceases to operate as a charitable organization.

Upon any such termination of the agreement the City shall not disturb the possession of any licensee who occupies part of the building so long as such licensee is not in default in the performance of his obligations under his licence.

8. **NOTICES**

All notices given pursuant to this agreement shall be sufficiently given if mailed, prepaid and registered, in the case of the City addressed to:

City Solicitor
Legal Department
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, Ontario P6A 5X6

and in the case of the Society, addressed to:

The President
Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society
690 Queen Street East
Sault Ste. Marie, Ontario P6A 2A4

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any such notice shall be deemed to be 48 hours after such mailing.

The Society shall supply annually to the City Solicitor of the City a list of its Boards of Directors. The Society further agrees to provide to the City details of any changes in the composition of its Board within thirty days of the change occurring.

9. **AMENDMENT**

This agreement may not be modified or amended except by an instrument in writing of equal formality and signed by the parties hereto.

10. **BINDING EFFECT**

The terms and provisions of this agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this _____ day of _____, 2018.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

) THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

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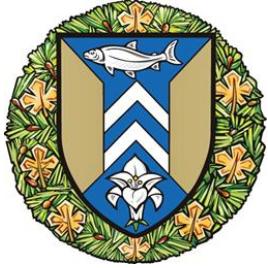
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**The Corporation of the
City of Sault Ste. Marie**

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Sam Piraino, Manager of Transit & Parking

DEPARTMENT: Community Development and Enterprise Services

RE: Municipal By-Law Enforcement Officers

PURPOSE

The purpose of this report is to update By-law 93-165, which appoints municipal by-law enforcement officers.

BACKGROUND

By-Law 93-165 is a By-law appointing municipal by-law enforcement officers and is amended from time to time.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

This is an operational activity not articulated in the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2018-174 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Sam Piraino
Manager of Transit and Parking
705.759.5848
s.piraino@cityssm.on.ca

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



**Community Development and
Enterprise Services**
Sam Piraino
Manager of
Transit & Parking

2018 08 13

Nuala Kenny, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL BY-LAW ENFORCEMENT OFFICERS

Please amend Schedule "A" to by-law 93-165, being a by-law to appoint Municipal By-Law Enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

Schedule "A" of this by-law lists all officers that are eligible to issue tickets. The following individuals have applied to be Municipal By-Law Enforcement Officers in regards to parking and have been approved by the Police Services and the Parking Section for this position.

We request that Schedule "A" be amended to include:

NO.	NAME	EMPLOYER	PROP. LOCATION
104	Ford, Brian	Corps. Of Commissionaires	Downtown Parking

Would you please amend By-law 93-165 with the new attached Schedule "A."

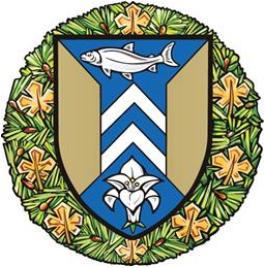
Thank you.

Yours truly,

Sam Piraino
Manager of Transit and Parking

SCHEDULE "A"

Sam Piraino	3
David Etchells	51
Frank Jolicoeur	72
Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Edmund Badu	100
Jason Levesque	101
Sylvia Hendriks	102
Timothy Lanthier	103
Brian Ford	104



The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Donald B. McConnell, MCIP, RPP, Director of Planning & Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Rental Housing Incentive Program – 10

PURPOSE

The purpose of this report is to recommend a project for a municipal tax increment rebate under the City's Rental Housing Community Improvement Plan. The subject property is 188 Kohler Street, the former Alex Muir school building property. A total of 16 new units will be constructed.

BACKGROUND

In 2013, City Council approved a Rental Housing Community Improvement Plan under Section 28 of the Planning Act and Section 365.1 of the Municipal Act. This legislation allows municipalities to provide property tax assistance for qualified projects. This incentive program will expire on September 9, 2018.

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

The Rental Housing Community Improvement Plan provides for tax rebates on a declining basis over a three-year period (75%, 50%, 25%) with an additional incentive for facilities which support assisted-living programs or where additional barrier free units are constructed.

City Council has previously approved ten projects to create a total of 222 new rental units under this program. The total construction value of these projects exceeds \$26,300,000.

ANALYSIS

An application has been received from Silver Birch Developments (Sault) Ltd. for property at 188 Kohler Street. A total of 16 new units will be constructed.

City Council recently approved a rezoning to allow this project to proceed. This project will greatly improve the appearance of the existing building and significant landscaping is being provided. All Ontario Building Code requirements including the provision of several barrier free units will be met.

A copy of the building elevations is attached to this report.

FINANCIAL IMPLICATIONS

The tax rebate will result in a levy increase which will negate the assessment growth during the 3 years. The tax rebate results in the deferral of the incremental tax increase resulting from the project until after the rebate period.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

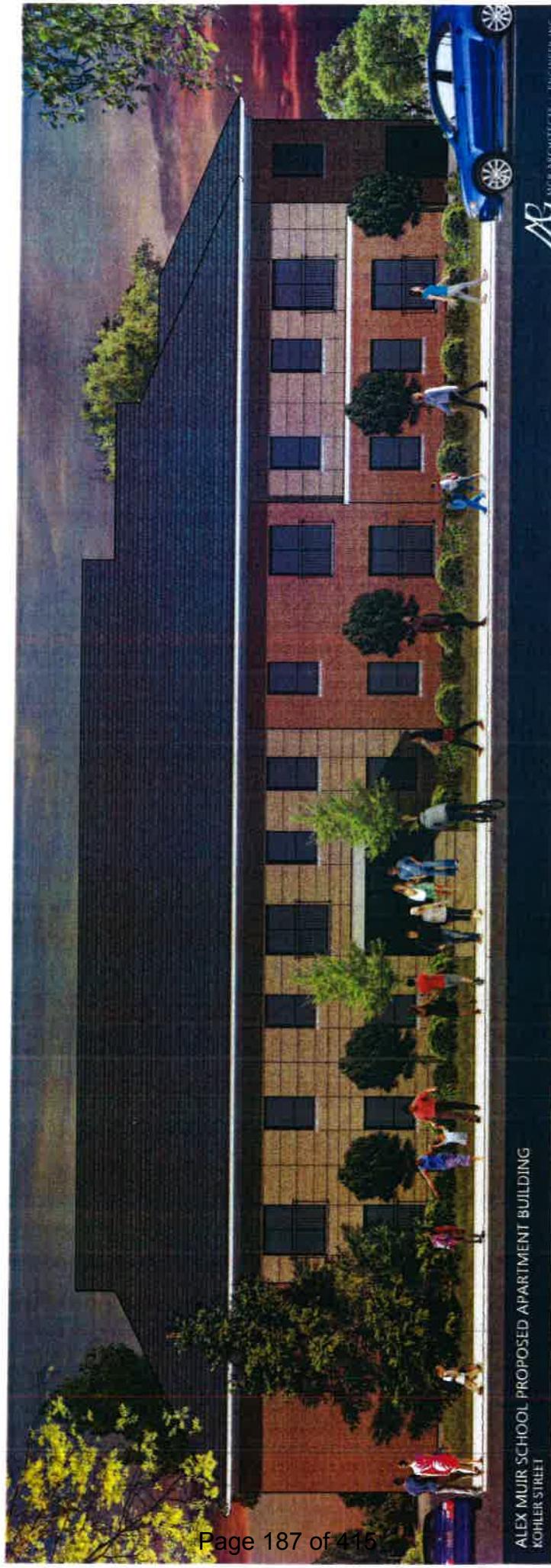
Resolved that the report of the Director of Planning and Enterprise Services dated 2018 08 13 concerning the Rental Housing Incentive Program be received and that City Council authorize a three year incremental tax rebate program (75%, 50%, 25%) for 16 rental units to be constructed at 188 Kohler Street subject to:

1. That the municipal rebate apply only to the increase in assessment resulting from new construction, and
2. After the rebate program is completed, the full municipal taxes will apply.

Respectfully submitted,



Donald B. McConnell, MCIP, RPP
Director of Planning & Enterprise
Services
705.759.5375
d.mcconnell@cityssm.on.ca



ALEX MUIR SCHOOL PROPOSED APARTMENT BUILDING
KOHLER STREET

AMCP ARCHITECTS + ENGINEER INC.
AC



MGP
ARCHITECTS
ENGINEER
INC.

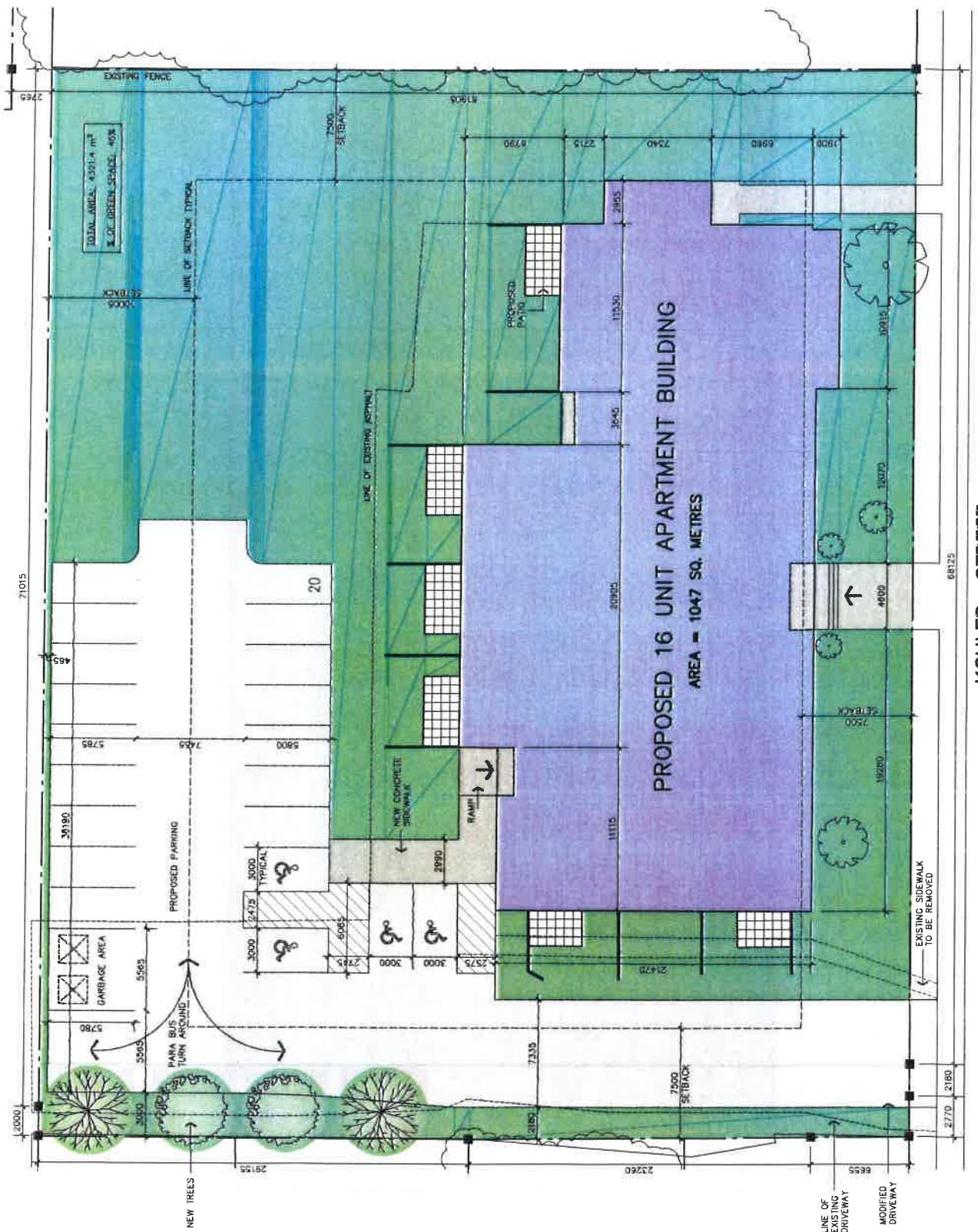
23 east street, sault ste. marie,
ontario
p6a 3c7
tel. 705.942.9494 fax 705.942.7454

Certificate of Practice No. 3856

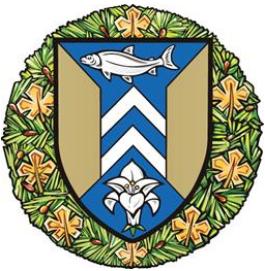
ALEX MUIR SCHOOL
PROPOSED APARTMENT
BUILDING ZONING

16058A100-Zoning
scale : 1:250
date : JUNE, 2018
plotter : DRAWDRAWN
print : DRAFTED
number : 16058

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KOHLER STREET



The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Donald B. McConnell MCIP RPP, Director of Planning & Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Rental Housing Incentive Program – Two Year Extension

PURPOSE

The purpose of this report is to recommend an extension to the City's Rental Housing Incentive Program for an additional two years.

BACKGROUND

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

The Rental Housing Community Improvement Plan provides for tax rebates on a declining basis over a three-year period with an additional incentive for facilities which support assisted-living programs or where additional barrier free units are constructed.

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

This incentive program will expire on September 9, 2018.

ANALYSIS

The program was very successful following approval.

In 2014, five projects were approved creating a total of 90 new rental units. This trend continued in 2015 with 104 additional units constructed in three projects. In 2016, four projects were approved for a total of 52 units.

Rental Housing Incentive Program – Two Year Extension

2018 08 13

Page 2.

However, since September 2016 there have been no applications received with the exception of a 17 unit townhouse development which Council approved at their last meeting. There is another application on tonight's meeting recommending approval of 16 units on the former Alex Muir school property.

Preliminary work on the City's Official Plan indicates that a significant number of new workers will be required to replace those persons who are expected to retire in the near future. Approximately 25% – 30% of future housing demand is projected to be for rental units.

In summary, the existing program provides for a tax rebate of up to 75% of the municipal taxes resulting from an increase in the assessed value of the property in the first year. This declines to 50% in year two and 25% in year three.

The local development industry is supportive of the program. Staff are recommending that the program be extended for an additional two years. The terms of the program would not change.

Appropriate public notice has been given to allow City Council to extend the program timeframe. As of the date of writing this report, no comments have been received from the public.

FINANCIAL IMPLICATIONS

The tax rebate will result in a levy increase which will negate the assessment growth during the first three years. The tax rebate results in the deferral of the incremental tax increase resulting from the project until after the rebate period.

STRATEGIC PLAN / POLICY IMPACT

The extension of this incentive program is consistent with the Community Development and Partnerships focus area of the Corporate Strategic Plan. Specifically, this program creates economic activity, develops partnerships with key stakeholders and maximizes economic development and investment.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated 2018 0813 concerning a two-year extension to the Rental Housing Incentive Program be accepted and that bylaw 2018-176, listed elsewhere on the agenda, be recommended for approval.

Respectfully submitted,



Donald B. McConnell, MCIP RPP
Director of Planning & Enterprise

Rental Housing Incentive Program – Two Year Extension

2018 08 13

Page 3.

Services

d.mcconnell@cityssm.on.ca

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Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: Proposed Rental Housing Community Improvement Plan

PURPOSE

Section 28 of the Planning Act and Section 365.1 of the Municipal Act allow municipalities to issue grants or loans, or provide property tax assistance to registered owners, assessed owners or tenants of lands within a Community Improvement Plan (CIP) Project Area.

City Council has used this authority twice previously. The first was to encourage development in the downtown and the second was to encourage new industrial development throughout the community. Collectively, these two programs assisted in generating more than \$30 million in new private development.

The attached proposed Rental Housing Community Improvement Plan has been designed to increase the city's inventory of rental accommodation. Generally, the development of new rental accommodation in buildings of four or more units will be eligible for declining tax assistance over a three-year period. A further one year of tax assistance may be provided for those buildings which provide facilities to support assisted living programs and which create barrier free units beyond the current requirements of the Ontario Building Code.

This report requests that City Council authorize public notice of the proposed Rental Housing CIP.

BACKGROUND

Prior to 1986, 28 percent of the community's total housing was rental units.

Between 1986 and 2006, the last year for which census data is available, total housing stock increased by 4,195 units of which only 650 units or 15% were rental units.

Between 2006 and 2012 only 87 apartment units in buildings of more than 4 units were constructed representing only 11% of the 824 housing units built during this time. Of these, 49 units benefited from the Downtown CIP program. An additional 11 units were constructed with

The Corporation of the City of Sault Ste. Marie
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5375 ~ Fax: (705) 541-7185
www.cityssm.on.ca ~ d.mcconnell@cityssm.on.ca

Provincial funding assistance. In summary, during the past few years very few apartment units have been created without some type of incentive.

Between 2006 and 2012, the average vacancy rate in Sault Ste. Marie was 1.4% whereas a 3% vacancy rate is considered indicative of a healthy rental market.

The development of additional rental units is important to provide for a range of housing types to match residents' needs; to ensure that the overall supplying of affordable housing is maintained; and to provide good short term housing options for persons wishing to move to Sault Ste. Marie. This is consistent with and supports our proposed Official Plan housing policies as described in the attached Rental Housing Community Improvement Plan.

ANALYSIS

Many other communities in Ontario have used similar programs to encourage development.

Peterborough has created a CIP to encourage the development of residential development in their central area. The Peterborough program provides a rebate of up to 100 percent of the increase in the municipal taxes for years one through five of the program, decreasing to 20 percent in year nine. Peterborough will also provide a grant to property owners who redevelop existing properties into residential units of up to \$10 per square foot of living space.

The City of London provides a tax rebate for downtown residential development of 70 percent in the first year declining by 10 percent each year thereafter. London also waives development charges, all permit application fees and parking requirements.

Welland Ontario provides a tax increment equivalent grant of up to 80 percent of the increased municipal taxes during the first two years, 70 percent in years 3 and 4, 60 percent in year 5 and decreasing to 10 percent in year 10.

Windsor provides for a 10 year program that may equal 100% of the tax increase in the first year and declines on a phased basis over 10 years.

Ottawa has a program that is offered for an initial five years at 70% with an option to extend the grant for another 5 years at 70%.

Kitchener has a three year program equal to 50% of the increase for three years.

Many communities also waive building and planning application fees to encourage development. This approach is not recommended.

The proposed Sault Ste. Marie Rental Housing Community Improvement plan (attached) provides for a tax rebate of up to 75% of the increase in municipal taxes in year one which then declines to 25% in year three.

An additional incentive is proposed. Projects which provide facilities that contribute to an improved assisted living environment such as additional spaces for nurses, physiotherapists,

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Page 3

social service agencies or personal support workers and which exceed the minimum number of required barrier free units will be eligible for up to one additional tax grant year.

IMPACT

A Community Improvement Plan is a favorable incentive with little expense to the City. The subject sites are underutilized today and make a tax contribution which reflects their current value. Without an incentive to invest, the situation is unlikely to change. While the municipality forgoes the tax increases of redeveloped property in the short term, the investment has spawned economic activity, produced much needed rental housing, and will eventually contribute a higher level of taxation.

STRATEGIC PLAN

Approval of this request would support the City's Downtown Development Initiative.

SUMMARY

Since 2006, the City's apartment vacancy rate has been approximately half of the Ontario average and well below what is considered a healthy rate. To increase the municipality's inventory of rental units, a Community Improvement Program is proposed based on providing tax rebates for new rental housing.

This program would provide for tax rebates on a declining basis over a three-year period with an additional incentive where facilities to support assisted living programs and additional barrier free units are constructed.

Staff from the Ministry of Municipal Affairs and Housing have reviewed the draft document and recommended minor changes which have been incorporated into the attached proposed Rental Housing Community Improvement Plan.

RECOMMENDATION

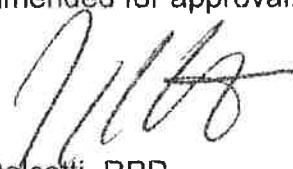
That City Council approve the proposed Rental Housing Community Improvement Plan.

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

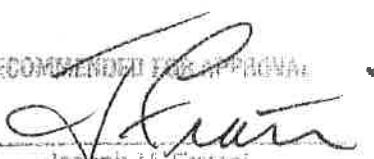
Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

DM/ps
attachment(s)

Data\APPL\REPORT\Rental Housing CIP Covering Report.docx

RECOMMENDED FOR APPROVAL

Joseph M. Francis
Chief Administrative Officer

SAULT STE. MARIE

**PROPOSED RENTAL HOUSING COMMUNITY IMPROVEMENT
PLAN**

Legislative Authority

Section 28 of the Planning Act, Sections 106 and 365.1 of the Municipal Act allow municipalities to issue grants or loans, or provide property tax assistance to registered owners, assessed owners or tenants of lands within a Community Improvement Plan (CIP) Project Area.

Section 28(2) of the Planning Act and Part VII (Implementation) of the City's Official Plan allow City Council to designate the whole or any part of the area covered by the Official Plan as a Community Improvement Project Area. On February 6, 2006 City Council approved By-law 2006-32 to designate the entire municipality as a Community Improvement Project Area.

This Rental Housing Community Improvement Plan has been prepared as permitted by Section 28(4) of the Planning Act and includes the authority for City Council to make grants or loans, in conformity with the Community Improvement Plan, to registered owners, assessed owners and tenants of lands and buildings within the Community Improvement Project Area for eligible costs as permitted by Section 28(7) of the Planning Act.

Section 28(7.1) of the Planning Act defines eligible costs to include costs related to environmental site assessment, environmental remediation, development, redevelopment, construction and reconstruction of land and buildings for rehabilitation purposes or for the provision of energy-efficient uses, buildings, structures, works, improvements or facilities.

Public Notice of City Council's intent to adopt the Rental Housing CIP will be published in accordance with Section 28(5) of the Planning Act.

The Challenge

Prior to 1986, 28 percent of the community's total housing was rental units.

Between 1986 and 2006, the last year for which census data is available, total housing stock increased by 4195 units of which only 650 units or 15% were rental units.

Rental Housing CIP Incentive Program

To be eligible for the proposed financial incentive described below, the following criteria will be applied:

- The participant's operation must be located on property located within the City of Sault Ste. Marie that is zoned to permit apartment buildings in Zoning By-law 2005-150.
- A significant total project investment is required, creating a minimum of four new rental units.

Eligible program participants include registered owners, assessed owners, tenants and assignees as identified in Section 28(7) of the Planning Act.

Subject to City Council approval, the following financial incentive tool (the program) may be used to encourage new development and the rehabilitation of lands and buildings that meets the eligibility criteria within the Project Area:

Rental Housing Tax Increment Equivalent Grant Program

The Rental Housing Tax Increment Equivalent Grant Program will provide a grant to property owners who undertake the development or redevelopment that results in a reassessment of the property. The amount of the grant would be determined based upon the incremental increase in the municipal taxes.

A Tax Increment Equivalent Grant (TIEG) is generally delivered as a "pay as you go" grant - meaning the owner is responsible for the up-front remediation and redevelopment costs. Each eligible year, the owner must pay the property taxes in full. Afterward, the municipality will provide to the registered owner a grant equal to a portion of the tax increment.

A TIEG is a favorable incentive with little expense to the City. The subject sites underutilized today make a tax contribution which reflects their current value. Without an incentive to invest, the situation may be unlikely to change. While the municipality forgoes the tax increases of redeveloped property in the short term, the investment has spawned economic activity, produced much needed rental housing, and possibly revitalized building stock and will eventually contribute a higher level of taxation.

Grants are equal to a percentage of the municipal tax increment on a declining rate basis for a maximum 4 year period. When an approved project is complete, a grant will be paid annually by the City to the eligible applicant following the full payment of property taxes. In year one, the grant to the approved applicant may equal 75 percent of the incremented taxes for the subject property. Year 1 is

defined as the first full calendar year in which taxes are paid after the project has been completed and reassessed.

The grant amount for a fourth year incentive will support the inclusion of assisted living facilities and encourage developments that exceed the minimum requirements for barrier free design.

Specifically projects which provide facilities that contribute to an improved assisted living environment such as additional space for nurses, physiotherapists, social service agencies or personal support workers and exceed the Ontario Building Code minimum requirements of 10% of all new residential units in multi-unit buildings shall be designed to be barrier free. Projects meeting these requirements will be eligible for up to one additional tax grant year.

The grant amount for this program shall not exceed 75% of the increase in the municipal portion of the taxes in years one and two, decreasing to 50% in year three, and 25% in year four.

The maximum payment schedule for all Rental Housing Tax Grants Will be as follows:

Time	Basic	With Incentive
Year 1	75%	75%
Year 2	50%	75%
Year 3	25%	50%
Year 4		25%

In addition, eligible program participants may apply for cancellation of the educational portion of property taxes through the Province of Ontario's Brownfields Financial Tax Incentives Program (BFTIP). Provision of tax assistance for the education portion of a property tax increase is subject to application by the City to the Ministry of Municipal Affairs and Housing. Provision of the tax assistance for the educational portion of a property tax increase is limited to those costs associated with remediation.

Administration

Project incentives available under this Community Improvement Plan will be administered by a committee with representation from the City's Engineering & Planning and Finance Departments. Final approval of any assistance is subject to City Council authorization.

- An application to the City must be received prior to the application for a building permit for the project to be considered under the program.

- Property taxes must not be in arrears at the time of application.
- If the property is under an assessment appeal, the application will be held in abeyance until the appeal is resolved.
- Applicants must agree to not file a property tax appeal while receiving a grant or rebate under this program.
- Outstanding Work Orders from the City's Fire Services or Building Services Division and requests to comply shall be addressed prior to grant approval.
- Improvements made to the buildings or land shall be made pursuant to a Building Permit, and constructed in accordance with the Ontario Building Code and applicable Zoning requirements.
- Should the project fail to meet the eligibility requirements during the program, the full amount of property taxes including interest will become due and payable as if no incentives had been approved.
- Approved project incentives are applicable to the registered owner and the municipal tax assistance portion is assignable to any person to whom such an owner has assigned the right to receive the incentives such as a tenant or other assignee.
- This program may be used in combination with any other program provided that the total amount of assistance provided does not exceed the eligible costs.
- This program will remain in effect for five years but may be extended by City Council subject to appropriate review and notice.

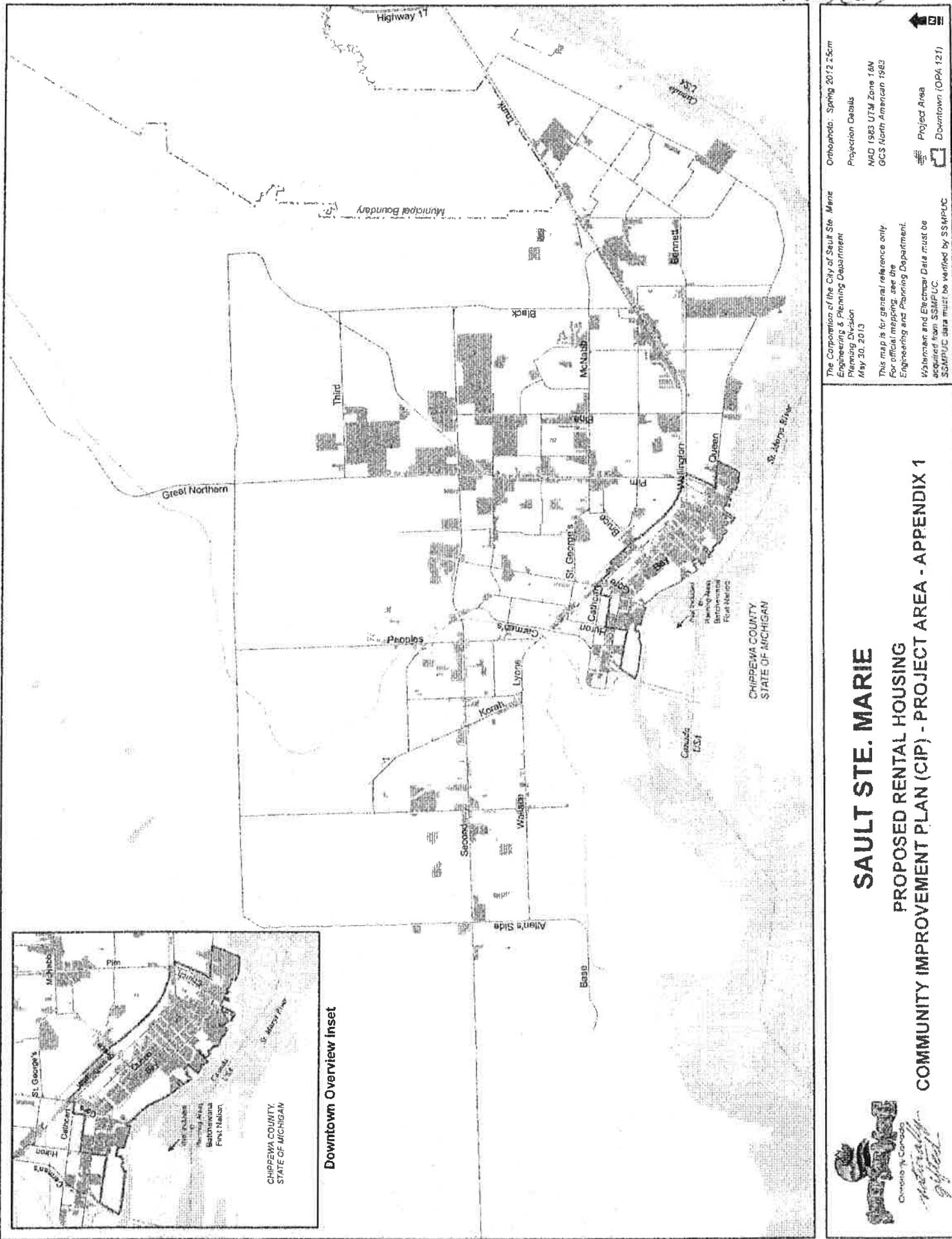
Where the program is approved for use, the following conditions apply:

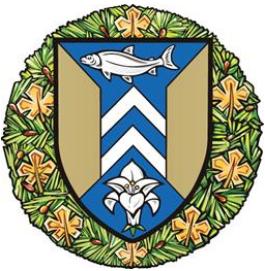
- This program would not exempt property owners from an increase in municipal taxes due to a general tax rate increase or a change in assessment for any other reason after the property has been improved.
- The property owner would be responsible for the full payment of the taxes, after which the City would provide the grant. For the time frame beyond the approval period, the owner would be required to pay the full amount of the taxes with no grant provisions.

- The tax assistance is based upon increases in property taxes as a result of development and rehabilitation, and is not based on occupancy or changes in occupancy.
- In mixed use projects, any tax assistance is limited to the residential portion of the building.
- The maximum assistance will be calculated based on the difference between the assessed value of the property prior to the date of the application for building permit and the assessed value at occupancy.
- The municipal portion of the tax assistance will be calculated after tax capping calculations have been applied as required by Part 9 of the Municipal Act.
- If the property is sold, conveyed, assigned or otherwise transferred in whole or in part before the program lapses no further assistance shall be given by the City. Nothing in this section prevents the City from entering into a new agreement with any subsequent owners of the property to receive the balance of the assistance under this program.

City Council will review this Community Improvement Plan at regular intervals to ensure that the intent and project objectives are being met. City Council may discontinue or modify all or part of the program incentives without a formal amendment to the Community Improvement Plan, provided that the variation does not exceed the original maximum credit allowed.

If a court of competent jurisdiction declares any section or part of a section of this by-law to be invalid, such section or part thereof, shall not be construed as having persuaded or influenced City Council to pass the remainder of the bylaw, and it is hereby declared that the impugned section shall be severable and distinct from the remainder of the by-law, and the remainder of the by-law shall be valid and remain in force.





The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Donald B. McConnell MCIP RPP, Director of Planning & Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Downtown Development Update – August 2018

PURPOSE

The purpose of this report is to provide City Council with an update on a number of downtown development initiatives that are currently underway.

BACKGROUND

In November 2016, City Council approved a Downtown Strategy that included 46 specific recommendations focused on preserving the downtown; developing a vibrant residential neighbourhood; encouraging active use of downtown spaces; facilitating beautiful streets and open spaces; and improving connectivity.

In May 2017, City Council approved a Community Improvement Plan to allow for various building improvement grants and tax rebates for major new downtown development subject to funding availability.

At their last meeting, City Council approved a funding agreement with NOHFC and authorized several short-term initiatives for immediate implementation.

ANALYSIS

The following is a brief summary of downtown projects that are currently underway:

Action and Implementation Plan – At their last meeting City Council approved retaining The Planning Partnership, an award-winning Toronto-based urban design firm to prepare a short document which clearly describes all of the major components of a vibrant downtown and sets out a three year action plan for moving forward with cost estimates for each project. Work on this project has begun and will be completed this fall.

Bay Street Redevelopment – City Council approved funding for the resurfacing of Bay Street as part of the 2018 capital works program. However the decision to complete a Downtown Traffic Study (environmental assessment) has delayed this project until next year. Given the need to resurface Bay Street as soon as possible, this project will begin once the results of the one-way / two-way traffic study are known.

Bruce Street Redevelopment – This project is currently underway and will be completed in the fall. As part of the complete reconstruction of Bruce Street between Queen Street and Wellington Street, significant streetscape improvements are being incorporated including wider sidewalks, street trees, seating areas, bike racks and a bus shelter.

Event Programming – The Downtown Association has significantly increased the number of events being held this year. This is generally regarded as the best way to increase downtown activity and encourage new investment. However, additional staff resources will be required to further increase event and entertainment options. The Downtown Association will work with the City and NOHFC to investigate the possibility of hiring an NOHFC intern in 2019 at minimal cost.

FutureSSM Downtown Action Team – This FutureSSM subcommittee's mandate is make recommendations and undertake projects to improve the overall viability of the downtown area. The Downtown Action Team has met three times and has identified short-term, midterm and long-term priorities. The short-term priorities include: beautification initiatives, streamlined municipal approvals, more event programming, downtown branding and marketing, and improved public infrastructure. This committee is working closely with both the Downtown Association and city staff.

Heritage Block Streetlights – The existing heritage style lighting on Queen Street between Pim and East Streets is being replaced by the Public Utilities Corporation. The existing iron posts will be replaced with a similar style aluminum post over two years.

Hub Trail Expansion – As part of the redevelopment of Bay Street, a multiuse path will be constructed on the south side to connect the existing trail at East Street to Gore Street. Using the Ontario Municipal Commuter Cycling Program funding, this path will be extended to Huron Street and onto the Machine Shop property. Eventually, this trail will be extended to James Street as further development occurs on the Machine Shop property.

Official Plan Update – The existing Official Plan contains general policies on maintaining the downtown as the primary administrative, business and cultural center of the community. The new Official Plan will expand further on these objectives.

One-way / Two-way Traffic Study – A second public open house was recently held on this study. Three options were recommended for further consideration including converting both Bay Street and Queen Street to two-way; leaving the existing one-way system in place, but reducing Bay Street to either two or three lanes.

All three options will work from a traffic flow perspective. Further work will be done to better assess the effects of the three alternatives on business and development related issues such as: streetscape improvements, tourism experience, creating flexible event spaces, accommodating cyclists, public safety, key development sites, access to parking, future residential development, capital costs and operational costs.

Private Sector Initiatives – Both the building improvement and tax rebate programs are now in effect. Matching grants are available for façade improvements, significant building interior improvements, converting second floor space to residential use and qualified patios. In addition, a municipal tax increment rebate for projects with a total new investment of over \$500,000 that results in an increase in municipal assessment is now available. Both programs are being advertised in cooperation with the Downtown Association.

Quality Public Space – Over the past several years, city staff have held numerous public consultations on a variety of downtown related issues. It has become clear that the city needs to place a high emphasis on creating quality spaces in the downtown that are not only functional from a traffic viewpoint, but which also create public gathering areas and encourage walking and cycling. Staff are currently completing a draft complete streets manual for City Council's consideration which sets out a consistent design strategy for future reconstruction and development projects.

Queen Street Redevelopment – Queen Street was redeveloped in 1982 as part of a comprehensive plan which included a significant number of street trees and paved sidewalks. Both the road surface and sidewalk area are now in need of repair. The preliminary five-year capital works budget has identified the resurfacing of Queen Street in 2020. This would be done after Bay Street is redeveloped and the timing is further dependent on the results of the one-way / two-way traffic study currently underway. Staff will be recommending that when Queen Street is resurfaced, the sidewalk areas also be considered for redevelopment with quality streetscape improvements consistent with the proposed complete streets design manual.

Roger Brooks Presentation – Roger Brooks is a leading speaker on downtown development. On June 4, he presented 99 suggestions for improving the vitality of the downtown at a public meeting. In particular, he made the following three major recommendations for City Council's consideration: better wayfinding signage, converting to a two-way traffic system and better event programming in

the downtown. All of three items are underway and have been discussed elsewhere in this report. Many of the other suggestions were focused on either private sector activities or some combination of the private and public sectors. All 99 suggestions are currently being evaluated by the FutureSSM Downtown Action Team, Downtown Association and city staff.

Sidewalk Patios – Last year, City Council delegated approval for sidewalk patios on city property to staff. This program has been very successful with several new patios being constructed and additional businesses expressing interest. City staff will continue to work with restaurant owners in the downtown to expand this program further next year.

Streamlined Municipal Approvals – Similar to the downtown patio program, City Council has also delegated approval of community events and street closures to staff. This has resulted in a number of positive comments from the local business community. However the approval process can be further improved. At present, city staff are working with the Downtown Association to develop reasonable guidelines to encourage the placement of benches, landscaping and other features on city property to create a more welcoming environment. Staff will be reporting further on this in the new year.

Street Furniture – This fall street furniture (benches, waste receptacles, bike racks and bus shelters) will be installed on Gore Street and parts of Queen Street. In addition, large planters will be placed on Queen Street to help offset the recent loss of trees resulting from emerald ash borer infestation.

Vacant Property Standards – Although some vacant properties in the downtown are very well maintained, a few sites have been unsightly for an extended period of time. Staff is reviewing the existing Yard Maintenance By-law with respect to requiring a better maintenance standard for properties which have been vacant for more than a year. This would include removing any rubble and creating a grassed surface. Staff will report to City Council on this early in the new year.

Wayfinding Strategy – Roger Brooks noted that our existing wayfinding signage is very poor. At their last meeting, City Council authorized the development of a wayfinding signage strategy. The terms of reference for this project have been prepared and staff will report on a recommended consultant in the near future.

FINANCIAL IMPLICATIONS

All of the projects listed above are fully funded with the exception of events programming and those items related to future capital works budgets.

STRATEGIC PLAN / POLICY IMPACT

All of the downtown development projects listed in this report are consistent with the City's Corporate Strategic Plan, Community Adjustment Committee recommendations and Downtown Development Strategy.

RECOMMENDATION

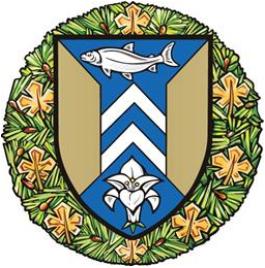
It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated 2018 08 13 concerning Downtown Development Update be received as information.

Respectfully submitted,



Donald B. McConnell MCIP RPP
Director of Planning & Enterprise Services
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The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: Shape the Sault Update

PURPOSE

The purpose of this report is to provide a brief update on the status of the Shape the Sault project to create a new Official Plan. The report also provides background information on recent provincial requirements to permit second units within existing housing.

BACKGROUND

Launched in February of this year, the Shape the Sault project is currently in phase 1 of the approved work plan: educating, marketing and gathering community comment to support the creation of a new official plan.

The *Strong Communities Through Affordable Housing Act 2011* and associated regulations recently came into effect, requiring municipalities to establish Official Plan policies and Zoning By-law provisions to authorize second units in single, semi and multiple attached dwellings, both in urban and rural areas.

ANALYSIS

Shape the Sault Public Outreach

To date, staff have held 2 public open houses on the Rural Area (March 27) and the Natural Environment (June 19). Staff have met with 10 local stakeholder groups, including the Chamber of Commerce, Construction Association, Downtown Association, Sault Naturalists, Historic Sites Board and STRIVE Young Professionals. Shape the Sault has also attended 23 community events such as Passport to Unity, Local Immigration Forum, Jane's Walk, Mill Market, Hub Trail Festival, Rotaryfest and Pridefest. In total staff has had over 1000 in-person conversations with people at these events.

Comments to date span a wide spectrum including praise for the Hub Trail and suggested expansion areas, as well as trouble spots related to difficult

intersections and confusing signage in certain areas. We have also heard positive feedback on the city's waterfront and suggestions for improvement, such as facilitating the location of businesses along the downtown waterfront, catering to those utilizing this portion of the trail. Many people also want the City to continue to focus on revitalizing the downtown, and increase efforts to revitalize the west end and Jamestown. Property standards and consistent municipal enforcement has been cited as an issue in these areas.

Another common theme is developing strategies to keep young people here, by providing a better diversity of recreational and cultural opportunities, as well as more employment and educational options for local youth. We have also had numerous discussions related to the local public transit system. Attitudes towards the new routes have been mixed, with some seeing significant improvements, and others preferring the previous system. We have also heard from many that more money needs to be spent to fix potholes and construct a new north/south link to alleviate traffic on Great Northern Road. Others feel the City needs to focus less on automobiles and more on other modes of transportation, to create safer pedestrian and cycling environments. Those that don't own a vehicle have indicated that getting around can be challenging, feeling that the city is too spread out.

The Shape the Sault stakeholders list and social media followers continue to grow. Staff will continue attending public events and speaking to stakeholder's groups throughout the remainder of the summer.

Second Unit Housing Regulations

Second units are self-contained residential units with a private kitchen, bathroom facilities and sleeping areas, within dwellings such as a basement apartment or within accessory structures such as above a garage. Second units cannot be standalone structures.

As the name implies, the *Strong Communities Through Affordable Housing Act* was enacted to increase the supply and range of affordable rental housing, and to allow homeowners to earn additional income to help meet the costs of homeownership. Other benefits include providing more housing options for extended families, elderly parents, live-in caretakers and students.

Second units are a Provincial priority. The *Strong Communities Through Affordable Housing Act* also amended the *Planning Act* to remove the ability to appeal the establishment of Official Plan policies and Zoning By-law regulations related to second units. Furthermore, section 1.4.3 of the Provincial Policy Statement (PPS) 2014 directs municipalities to permit and facilitate all forms of residential intensification and redevelopment, including second units.

Guidance documents suggest that second units should be permitted in single, semi-detached and multiple attached units, in both urban and rural areas.

Guidance materials also recommend that regulations consider reduced parking requirements for second units. Site specific constraints such as inadequate servicing, the presence of hazards and natural heritage features, and land use compatibility remain applicable issues that can be addressed through local regulations.

The timing of the new Official Plan appropriately integrates the requirements of the *Strong Communities Through Affordable Housing Act*. The next focus area for public consultation is housing. In addition to speaking with various stakeholders throughout the community, staff will be holding two public open houses to discuss housing policies and second units. The first of these outreach sessions will be held this September.

FINANCIAL IMPLICATIONS

Proceeding with a public open house to discuss new Official Plan policies and Zoning By-law regulations related to housing and second units will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

The new Official Plan will support all four major focus areas of the City's Corporate Strategic Plan including: Quality of Life, Community Development and Partnerships, Infrastructure and Service Delivery.

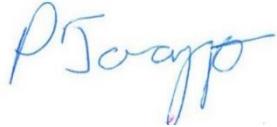
Although second units are not specifically referenced in the Corporate Strategic Plan, it is recognized that residential intensification initiatives such as second units results in an efficient use of existing infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner, dated 2018 08 13 concerning the update on the Shape the Sault project and second unit housing regulations be received as information.

Respectfully submitted,

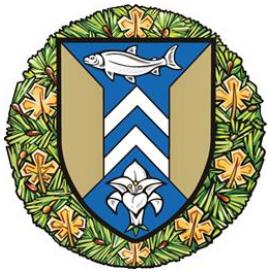


Peter Tonazzo, RPP

Senior Planner

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The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Stephen Turco, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: Ontario Municipal Commuter Cycling Funding - Implementation

PURPOSE

The purpose of this report is to recommend a first phase of implementation for the recently approved Ontario Municipal Commuter Cycling funding.

BACKGROUND

On May 8, 2017, staff presented an Active Transportation (AT) Strategy, which outlined priority cycling and active transportation initiatives, based on projects identified in the City's Cycling Master Plan, the John Rowswell Hub Trail Spokes Study, and the Transportation Master Plan. These projects include: Nine priority cycling routes; replacing sidewalk sections of the Hub Trail with a multi-use path; a west end route to the Northern Community Centre; a link into the former St. Mary's Paper redevelopment site and James Street; as well as a series of EA's assessing the potential for road diets.

Subsequent to Council's endorsement of that strategy, the City applied and was successful in obtaining \$580,535 in funding through the Province's Ontario Municipal Commuter Cycling program. This funding was based on a City contribution of \$145,134, resulting in a total budget of \$725,669.

At this time, staff are recommending a series of projects that can be completed in the next two years. The implementation of all of the projects outlined in the AT Strategy will require a multi-year approach.

ANALYSIS

Staff is recommending the following projects for initial implementation: Nine Priority Cycling Lanes; and the initial part of the James Street spoke route utilizing the southerly portion of Bay Street between Gore Street and Huron

Ontario Municipal Commuter Cycling Funding - Implementation

2018 08 13

Page 2.

Street, and a spoke route into the former St. Mary's Paper (Machine Shop) redevelopment site.

Priority Cycling Routes: The nine priority cycling routes identified in the 2017 AT Strategy (see attached map) will result in 21 kilometres of cycling roads. Should all nine routes be implemented, it is estimated that the cost will be approximately \$250,000 for line painting, pavement markings and signage. Design work will begin immediately, should Council approve staff's recommendations.

Preliminary designs will then be presented to neighbourhood residents and stakeholders through targeted public outreach sessions, in order to obtain further input prior to implementation. Staff will be conducting these outreach sessions this fall and early winter.

Once design and engagement has been completed, staff will recommend to City Council proposed bike facilities to be included as part of the City's annual line painting contract next spring/summer.

James Street/Machine Shop Spoke: Staff are also recommending the first part of a connecting link into the James Street area, re-connecting that neighbourhood into the Downtown and waterfront. Two projects are currently ongoing that, with the incorporation of a multi-use path, can begin the process of re-integrating the James Street neighbourhood.

In 2019, the City will be re-developing Bay Street from Gore Street to Pim Street. As part of this project, staff will be incorporating a multi-use path facility on the south side of Bay Street, from Gore Street to East Street (a multi-use path already exists between East and Pim Street). Staff are recommending utilizing the OMCC funding to extend the multi-use path west to Huron Street, establishing connections to both the Mill Market and the Machine Shop redevelopment site.

As well, staff has been in discussions with the proponent of the Machine Shop redevelopment. The inclusion of a multi-use path will be a critical component of the overall re-development. A multi-use path will allow residents to discover and experience the Machine Shop site, and will encourage tourists to further explore the Downtown waterfront.

The link from Gore Street to the Machine Shop is one kilometre in length, and is estimated to cost approximately \$350,000. At this time, staff is not recommending continuing the path through the remainder of the Machine Shop property, as the westerly portion of the site remains undeveloped, and there are no immediate plans for redevelopment. However, as plans progress on the Machine Shop property, staff will report back with options to continue the path to connect into the James Street neighbourhood.

FINANCIAL IMPLICATIONS

The City can access the entire \$580,535 in provincial funding by agreeing to contribute \$145,134, on an 80/20 cost share agreement. This will result in a total implementation budget of \$725,669.

Council has approved \$125,000 of the City's share to date resulting in a shortfall of \$20,134. A request for the remaining \$20,134 will be included in the 2019 Capital budget.

The estimated total cost to implement the projects recommended in this report are approximately \$600,000. Should Council approve the additional \$20,134, staff will report back in 2019 on recommended projects for the remaining budget of \$125,000.

STRATEGIC PLAN / POLICY IMPACT

Implementing the recommended AT Strategy aligns with several strategic directions advanced by Council: Enhancing or investing in new AT infrastructure will foster the development of public spaces and support the City's global competitiveness; Expanding active transportation opportunities will support Council's goal of creating a vibrant and attractive downtown, one that contributes to the vitality and resiliency of our City; Investing in multi-use path networks, particularly towards the James Street neighbourhood, supports the revitalization of public spaces which creates opportunity for economic growth, diversity and social interaction; And working with local stakeholders on the implementation of AT aligns with Council's objective of collaborating with community partners, which is essential to the City's overall success.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2018 08 13 concerning the Ontario Municipal Commuter Cycling Funding – Implementation, be received, and that Council authorize staff to proceed with the necessary work required to implement the priority cycling routes and the James Street/Machine Shop spoke, as recommended in this report.

Respectfully submitted,

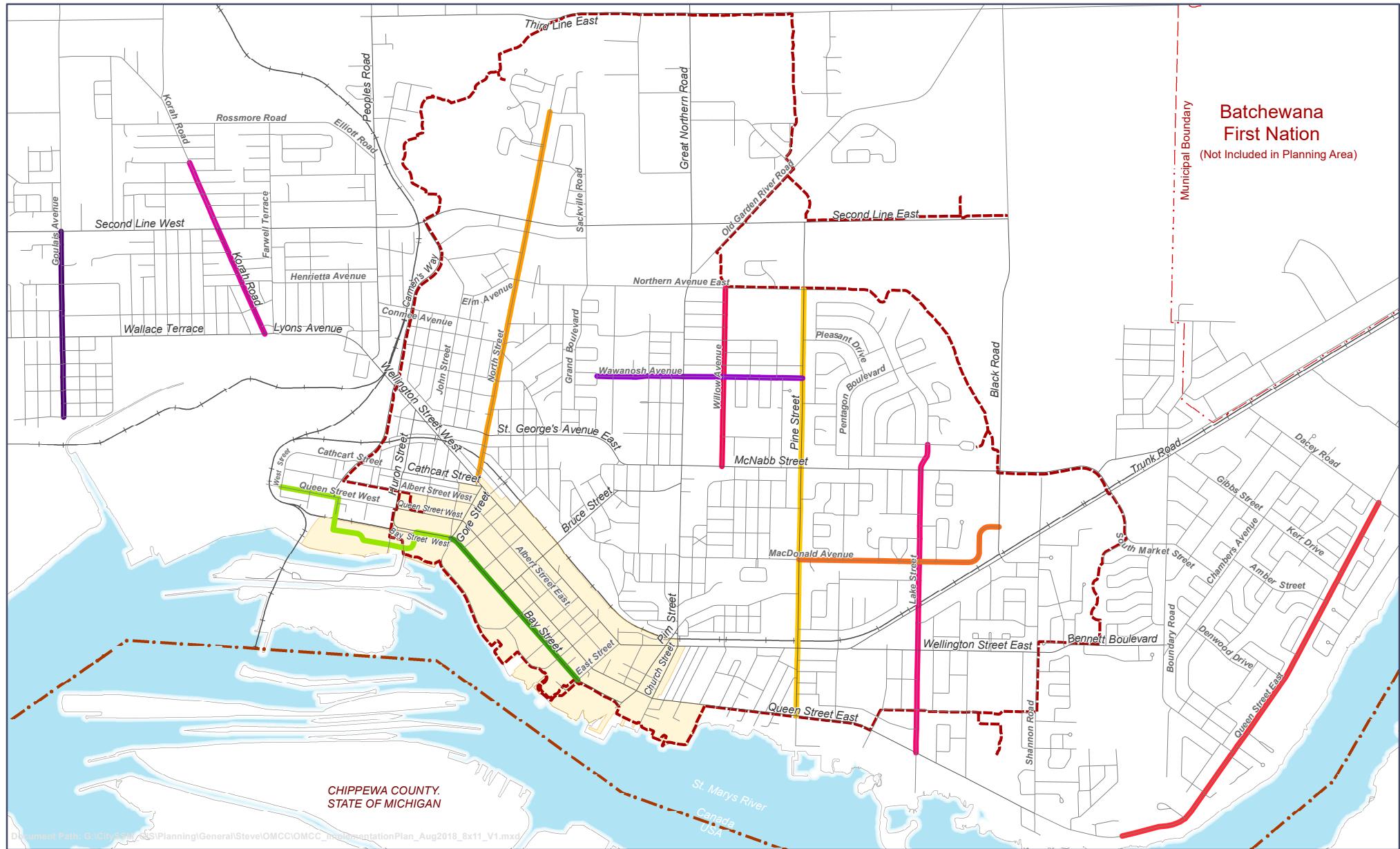


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Ontario Municipal Commuter Cycling Funding - Implementation

2018 08 13

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Application Map Series

- Subject Property
- Official Plan Landuse
- Existing Zoning
- Aerial Image
- Official Plan Amendment
- Illustration

Map Information

City of Sault Ste. Marie
OMCC Implementation Plan

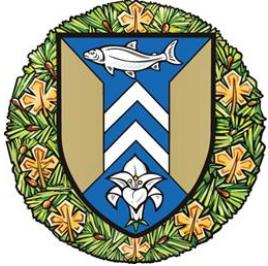
Date Created: August 1, 2018

- | | | |
|------------------------------|-------------------|-----------------------------------|
| 2019 Bay Street Improvements | MacDonald Avenue | Korah Road |
| James Street Link | Queen Street East | Willoughby Street/Wawanosh Avenue |
| Pine Street | Willow Avenue | Goulais Avenue |
| North Street | Lake Street | John Rowswell Hub Trail |
| | | Downtown (OPA 121) |



Planning and Enterprise Services

Community Development and Enterprise
Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstmarie.ca | 705-759-5368 | planning@cityssm.on.ca
This map is for general reference only
Orthophoto: None
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983



The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: 2019 Connecting Link Funding Application – Black Road

PURPOSE

The purpose of this report is to obtain approval to designate the widening of Black Road as the candidate for 2019 Connecting Link funding.

BACKGROUND

Connecting Link facts are as follows:

- 77 municipalities in Ontario have provincial highway Connecting Links within their boundaries for a total length of 352 km;
- Sault Ste. Marie has the highest share of Connecting Links of all municipalities in the province: 24.5 km or 7 percent;
- Sault Ste. Marie cannot be fully by-passed due to the international border connection downtown;
- The provincial Connecting Link funding program is \$30M for 2019;
- Eligible Connecting Link projects can receive up to 90% funding to a maximum of \$3M.

The Ministry of Transportation reinstated the Connecting Link program in 2016. Two unsuccessful applications were previously submitted for 2016 and 2018 funds for the widening of Black Road between McNabb Street and Second Line. In 2018, the Ministry confirmed that the project is eligible but there were other higher priorities elsewhere in the Province.

At this time, the 2019 funding intake deadline has not been announced; however, it is anticipated soon.

ANALYSIS

City Engineering staff recommends that the widening of Black Road between McNabb Street and Second Line be the candidate for 2019 Connecting Link

funding. It remains the highest Connecting Link priority for two reasons: first, it is limited in capacity as the only remaining two-lane portion of Highway 17 in the urban portion of the City; and second, MTO suspended environmental assessment and route planning for a connection of Highway 17 to the Black Road and Second Line intersection.

FINANCIAL IMPLICATIONS

The preliminary budget for the project is \$5.3M for which the full \$3M grant will be sought. The remaining funds of \$2.3M will be brought to Council with the 2019 Capital Budget.

STRATEGIC PLAN / POLICY IMPACT

Improvements to arterial roads is linked to the infrastructure component of the strategic plan.

RECOMMENDATION

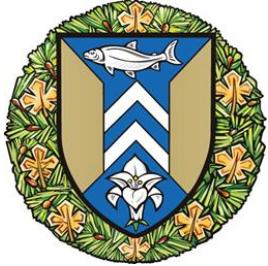
It is therefore recommended that Council take the following action:

Resolved that the report dated 2018 08 13 of the Director of Engineering concerning the widening of Black Road from McNabb Street to Second Line be received, and that the project be designated as the candidate for the City's 2019 Connecting Link funding application, be approved.

Respectfully submitted,



Don Elliott, P. Eng.,
Director of Engineering
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The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Catherine Taddo, P. Eng.

DEPARTMENT: Public Works and Engineering Services

RE: Huron Street Pump Station Engineering Agreement

PURPOSE

The purpose of this report is to request by-law approval for an Agreement related to engineering services for the Huron Street Pump Station.

BACKGROUND

Council approved retaining AECOM Engineering at the July 16, 2018 Council meeting for the above noted work.

ANALYSIS

It is routine procedure for Public Works and Engineering Services to seek Council's approval to authorize agreements for engineering services.

FINANCIAL IMPLICATIONS

The recommended consultant's fee of \$149,000 excluding HST for the project can be accommodated within the pump station capital budgets for 2017 and 2018.

STRATEGIC PLAN / POLICY IMPACT

The report links to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2018-134 is listed elsewhere on the Agenda and is recommended for approval.

Huron Street Pump Station Engineering Agreement

2018 08 13

Page 2.

Respectfully submitted,

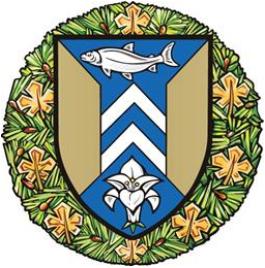
C. Taddo

Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

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The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumieli, Design and Construction Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Bloor Street West Exits

PURPOSE

The purpose of this report is to address the Council Resolution from February 5, 2018 which reads:

Whereas Bloor Street West only exits onto Lyons Avenue; and

Whereas exiting onto Lyons Avenue can be dangerous with speed and blind spots (road curves) from traffic travelling easterly on Lyons Avenue; and

Whereas the option to exit onto Patrick Street would be much easier and safer for everyone, especially those residing in the neighbourhood;

Now Therefore Be It Resolved that staff be requested to report back to Council, including possible removal of the “no exit” signs to Patrick Street from Bloor Street West.

BACKGROUND

At the meeting of Council on 2012 01 09, the City's Department of Public Works recommended that bi-directional traffic flow on Bloor Street between Patrick Street and Lyons Avenue be restored at the time that the Engineering Department reconstructs the road. This recommendation was made in order to enhance the ease of snow removal operations as well as improve safety of residents exiting this area.

ANALYSIS

At the meeting of Council of 2018 07 16, Council accepted the 2019-2023 Capital Road Works Program as information. That plan includes the reconstruction of Bloor Street West from Patrick Street to Lyons Avenue in 2023. When the road is reconstructed, Engineering will ensure it is designed to a standard that will safely accommodate traffic flow in both directions.

Bloor Street West Exits
2018 08 13
Page 2

This will address the above-captioned resolution as bi-directional traffic will allow traffic to exit onto Patrick Street, which is a far less busy road than Lyons Avenue.

FINANCIAL IMPLICATIONS

There are no immediate financial implications related to this proposed future traffic change. The road is currently scheduled to be reconstructed in 2023. Approval will be sought at that time.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the infrastructure focus area of the strategic plan.

RECOMMENDATION

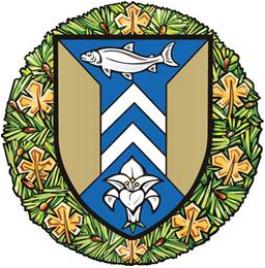
It is therefore recommended that Council take the following action:

Resolved that the report of the Design and Construction Engineer dated 2018 08 13 be received and the recommendations that, when Bloor Street between Patrick Street and Lyons Avenue is reconstructed, bi-directional traffic be restored, be approved.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer
705.759.5379
c.rumiel@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

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 604 Shannon Road

PURPOSE

The purpose of this report is to seek approval from Council to purchase property located at 604 Shannon Road from Trans-Pro Investments Limited and Quality Transport Investments Limited to be used as a snow dump site.

ATTACHMENT

Attached as Schedule "A" is a map of the subject property.

BACKGROUND

The existing Travelade snow dump site located at the end of Blake Street behind Great Lakes Honda is in the process of being sold to the owners of Great Lakes Honda, thus limiting our ability to store snow for the P-Patch area and points east. A purchase price of Four Hundred Seventy-Five Thousand (\$475,000.00) Dollars has been agreed upon should Council approve this transaction.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

On May 14, 2018, Council approved Six Hundred Fifty Thousand (\$650,000.00) Dollars from the 2017 Surplus allocated to capital reserves for a snow dump, for acquisition and site preparation costs.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Acquisition of 604 Shannon Road

2018 08 13

Page 2.

Authorize the acquisition of 604 Shannon Road from Trans-Pro Investments Limited and Quality Transport Investments Limited for the amount of Four Hundred Seventy-Five Thousand (\$475,000.00) Dollars and all costs related thereto.

By-law 2018-170 authorizing the same appears elsewhere on the Agenda and is recommended for approval.

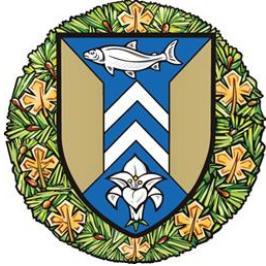
Respectfully Submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/mw
Attachment

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

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel

DEPARTMENT: Legal Department

RE: Sale of 13 Salisbury Avenue – Former Maycourt Children's Centre

PURPOSE

The purpose of this report is to update Council on the status of the sale of 13 Salisbury Avenue, formerly known as the Maycourt Children's Centre.

ATTACHMENT

Attached as Schedule "A" is a map of the subject property.

Attached as Schedule "B" is a drawing showing the severance of the property.

BACKGROUND

On November 7, 2016, By-law 2016-185 declared the subject property as surplus to the City's needs and approved the disposition of same. The sale of the subject property was advertised on January 21, 2017. The estimated market value at that time was Two Hundred Eighty-One Thousand Five Hundred (\$281,500.00) Dollars. The following offers were received:

- Twenty-Six Thousand and One (\$26,001.00) Dollars offered by Mr. Clint Burdeniuk;
- Fifty Thousand Five Hundred (\$50,500.00) Dollars offered by Mr. David Fremlin;
- One Hundred Twenty-Five Thousand (\$125,000.00) Dollars offered by Mr. Fausto Ditommaso; and
- Two Hundred Thousand (\$200,000.00) Dollars offered by Mr. Wendell Gruber, Pastor of The Lighthouse First Nations Church.

Sale of 13 Salisbury Avenue – Former Maycourt Children’s Centre

2018 08 13

Page 2.

On April 10, 2017, By-law 2017-58 approved the sale of 13 Salisbury Avenue to Mr. Wendell Graber (the “purchaser”) in the amount of Two Hundred Thousand (\$200,000.00) Dollars.

The closing date of the transaction was delayed for various reasons, including the purchaser obtaining an appraisal, financing and environmental reports of the subject property.

On November 28, 2017 the Engineering Department identified a need to retain the ravine located at the rear of the property as there are sanitary and storm works located in the ravine. As such, the City is obtaining a reference plan to sever the property as outlined in Schedule “B” attached hereto.

With the property being severed and the ravine portion being retained by the City, the purchaser has provided a new Agreement of Purchase and Sale with respect to the now smaller portion of property for sale. The purchase price is One Hundred and Fifty Thousand (\$150,000.00) Dollars. There are no conditions with the Agreement of Purchase and Sale.

ANALYSIS

It is recommended that the subject property be disposed of because in its current condition it is both costly and hazardous to the City. City Departments have received and responded to various complaints of the property's aesthetic condition including yard maintenance and debris. Additionally, the building requires repairs and is attracting vandals. There are issues with security and keeping the locks and doors secured.

FINANCIAL IMPLICATIONS

If the City decides to dispose of the subject property it would be consistent with the City’s plan to dispose of surplus property.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

It is recommended that Council accept the offer from The Lighthouse First Nation Church in the amount of One Hundred and Fifty Thousand (\$150,000.00) Dollars for the severed portion of the subject property.

Sale of 13 Salisbury Avenue – Former Maycourt Children’s Centre

2018 08 13

Page 3.

By-law 2018-168 authorizing the sale appears elsewhere on the Agenda and is recommended for approval.

Respectfully Submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

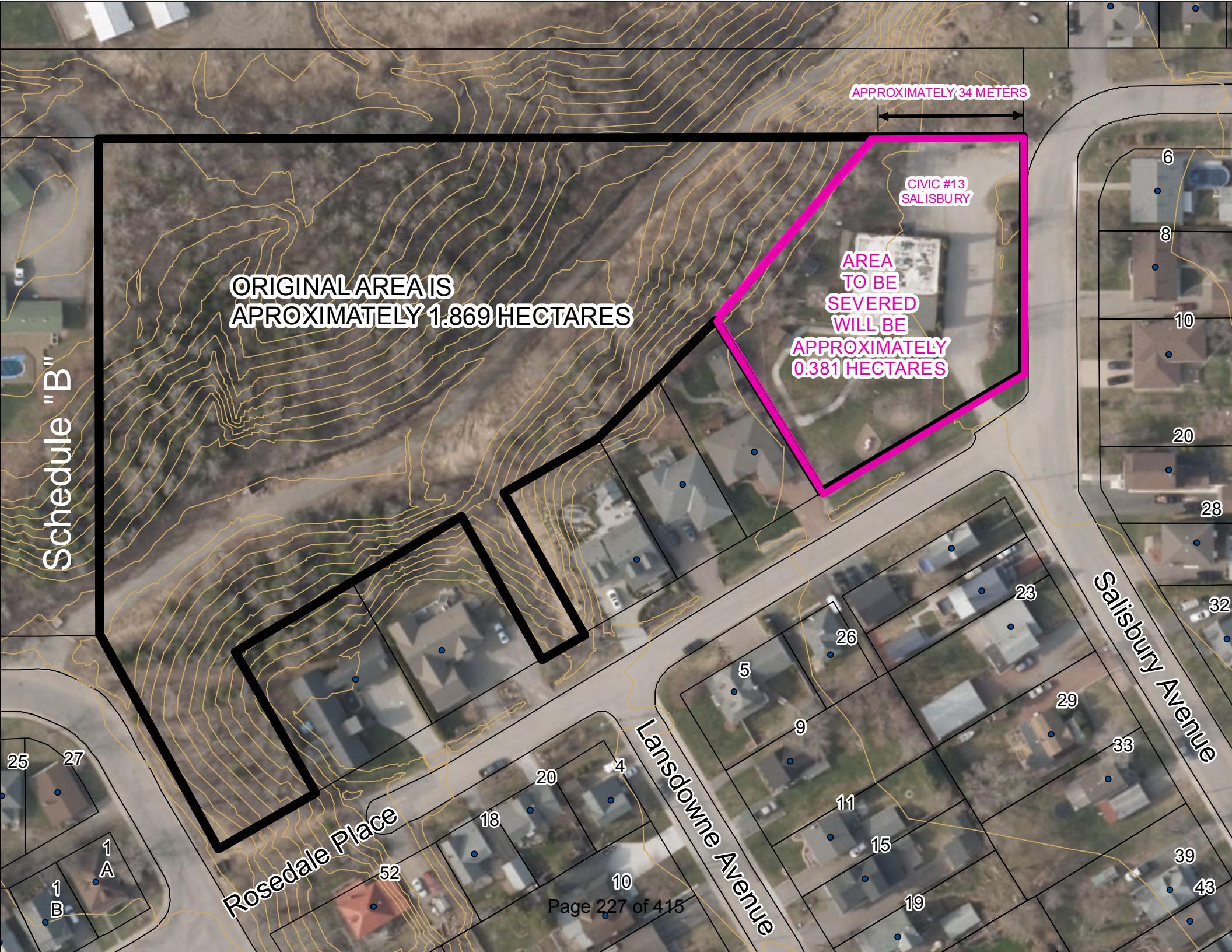
MBS/mw
Attachments

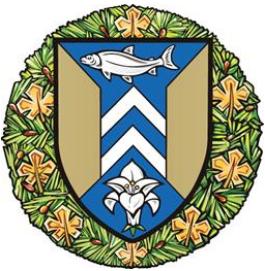
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Schedule "A"

SUBJECT PROPERTY







The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel

DEPARTMENT: Legal Department

RE: Sale of Surplus Property – 236 Prentice Avenue – Bids Received

PURPOSE

The purpose of this report is to advise Council of the offers received for the sale of 236 Prentice Avenue.

ATTACHMENT

Attached as Schedule "A" is a map of the subject property.

BACKGROUND

On April 23, 2018, By-law 2018-90 declared the Property surplus to the City's needs and approved the disposition of same. The estimated current market value is Thirty-Four Thousand Five Hundred (\$34,500.00) Dollars. The sale of the property was advertised in the Sault Star on May 5, 2018 and on the City's webpage. There was one condition; that the property can only be used for access to interior lands. We have now received two Offers to Purchase.

ANALYSIS

The first Offer to Purchase was received from Pasquale Lento in the amount of Ten Thousand (\$10,000.00) Dollars. The reason for wishing to purchase is for entrance and exit to the rear property.

The second Offer to Purchase was received from Ray Guzzo in the amount of Eighteen Thousand (\$18,000.00) Dollars. The reason for wishing to purchase is to build.

FINANCIAL IMPLICATIONS

If the City decides to dispose of the property, it would be consistent with the City's plan to dispose of surplus property. There would also be a tax benefit to the City.

Sale of Surplus Property – 236 Prentice Avenue – Bids Received
2018 08 13
Page 2.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

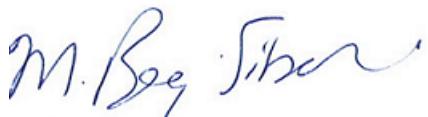
RECOMMENDATION

It is therefore recommended that Council take the following action:

Accept the Offer submitted by Pasquale Lento in the amount of Ten Thousand (\$10,000.00) Dollars which would allow him access to the interior lands. Although the offer from Pasquale Lento is below current market value, we do not foresee anyone having interest in purchasing the property at fair market value.

By-law 2018-169 authorizing the said sale appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,



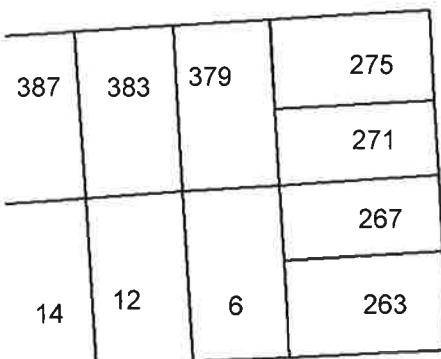
Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel

MBS/tj
Attachment

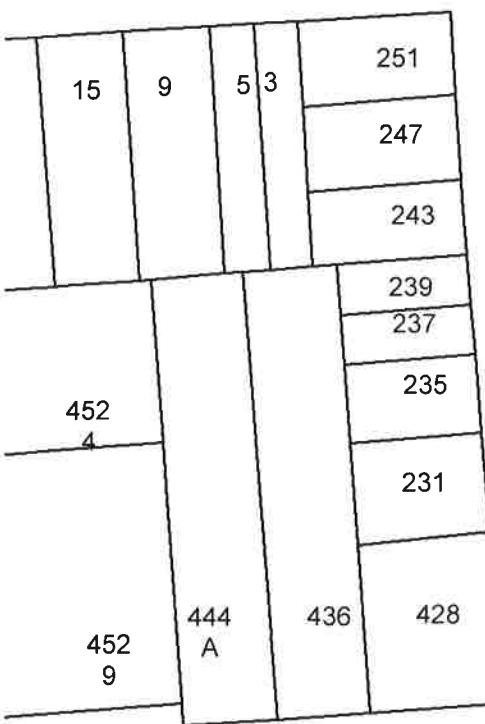
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388 | 384 | 287

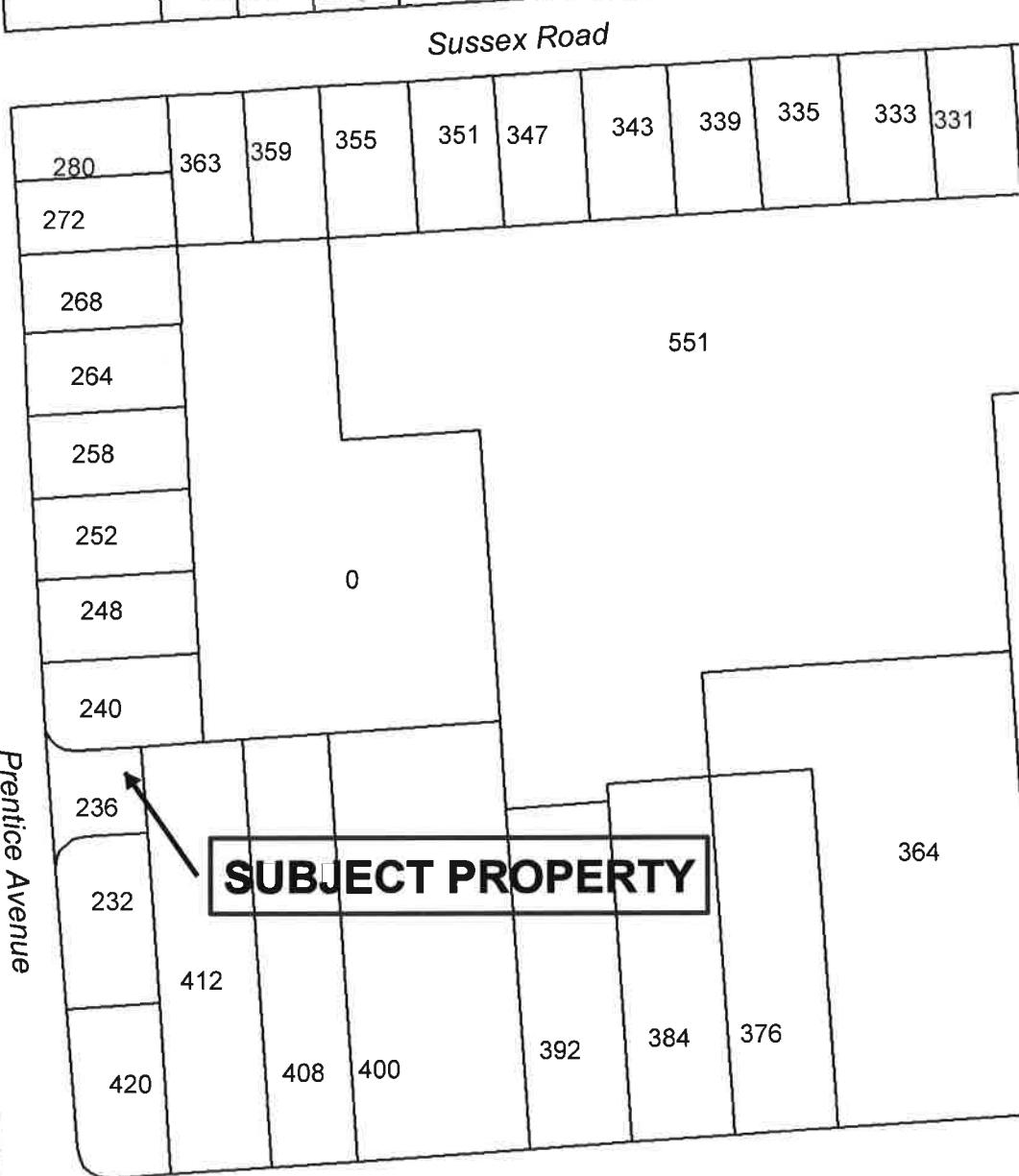
Schedule "A"



Donna Drive



Prentice Avenue



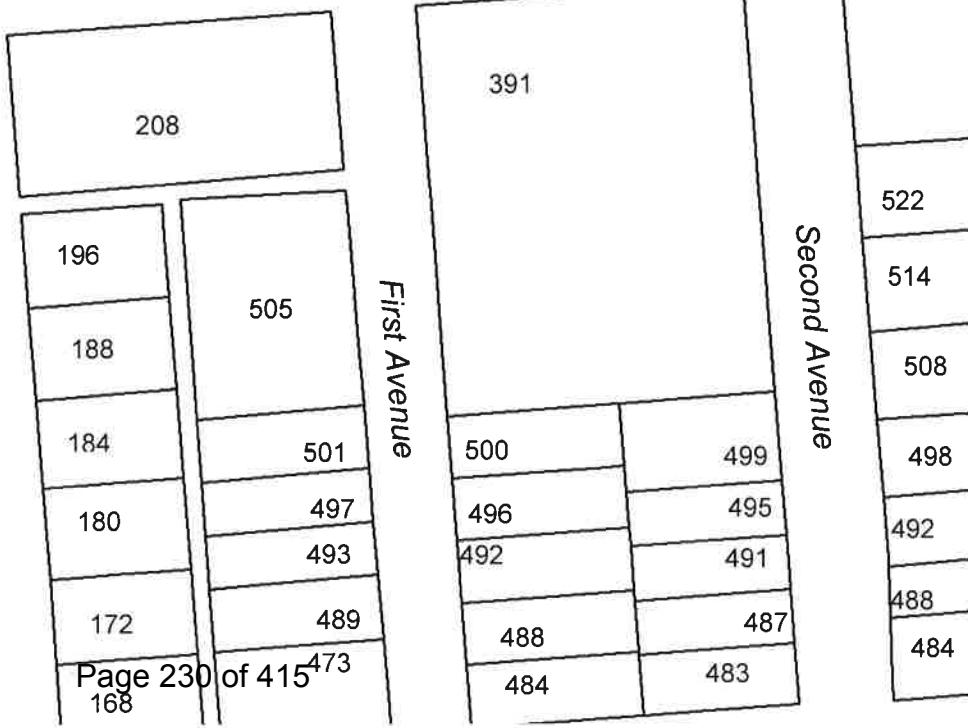
551

364

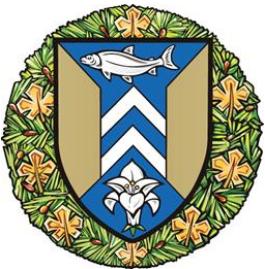
Second Line West



Turner Avenue



First Avenue



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

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel

DEPARTMENT: Legal Department

RE: Lane Assumption, Closing and Conveyance – Sault Ste. Marie Parks Subdivision

PURPOSE

The purpose of this report is to seek Council's approval to assume, close and convey a laneway in the Sault Ste. Marie Park Subdivision, Plan 7602.

ATTACHMENT

Attached as Schedule "A" is a map of the subject property.

BACKGROUND

The Legal Department received a petition to close and convey the public lane described as:

PIN 31587-0269 (LT) LANE PL 7602 KORAH W OF PT 1,5 1R6799;
SAULT STE. MARIE

The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority for comments.

We have been advised by the Sault Ste. Marie Region Conservation Authority that the subject property is not in an area under the jurisdiction of the Conservation Authority.

The Building Department advised that there are several noncompliance issues with structures and fences built. The closure of the laneway may resolve these matters.

The Engineering Department advised that Bell Canada will require an easement.

**Lane Assumption, Closing and Conveyance – Sault Ste. Marie Parks
Subdivision**

2018 08 13

Page 2.

Public Works noted that abutting residents (247 Hampton Rd and 252 Second Line W) make use of the subject property. Public Works does not have any infrastructure that would be affected with the conveyance of the laneway.

There were no objections to assuming, closing and conveying the laneway.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

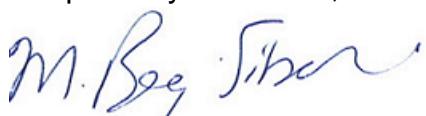
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2018-165 being a by-law to assume the lane for public use and establish it as a public lane and By-law 2018-166 being a by-law to stop up, close and convey the lane appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/mw
Attachment

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553

Schedule "A"

Selby Road

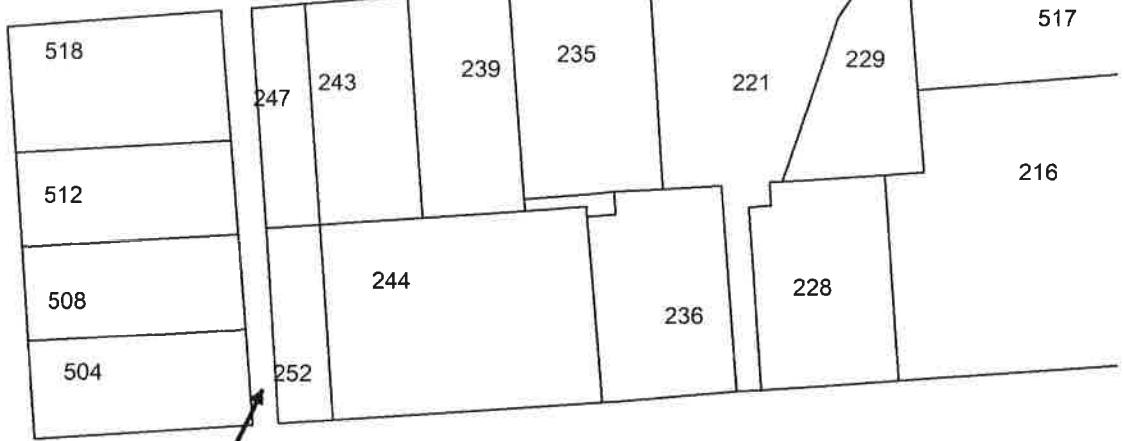
541
537
527
523

Brunswick Avenue



Hampton Road

519
517
513
272

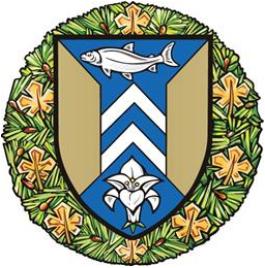


SUBJECT PROPERTY

Second Line West

Creekside Lane
98
94
90
86
82
78

233



The Corporation of the City of Sault Ste. Marie

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Lease Agreement for 363 Wellington Street West

PURPOSE

The purpose of this report is to request Council's approval to renew a Lease Agreement (the "Lease") between the City and Kevin Belsito (the "Tenant") to permit the Tenant to use City property located at 363 Wellington Street West (the "City Property") for the purpose of additional parking.

BACKGROUND

In the winter of 2015, the Tenant expressed interest in leasing the City property adjacent to his property at 355 Wellington Street West. The Tenant since maintained and improved the area. Further, the Tenant has honored all conditions held under the agreement. The parking is accessory to a multi-residential developed by the Tenant prior to the initial Lease.

ANALYSIS

The Lease confirms that the Tenant has permission to use the City property for the purpose of additional parking. The Lease will be for a term of three (3) years commencing September 1, 2018 and expiring September 1, 2021 with rent at an annual rate of five hundred dollars (\$500.00). The Lease contains indemnification clauses such that the Tenant shall be responsible for any costs, expenses and liabilities associated with the use of the City Property. The Lease also requires the Tenant to maintain insurance over the City Property.

FINANCIAL IMPLICATIONS

There are no significant financial implications associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

No impact on strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Lease Agreement for 363 Wellington Street West

2018 08 13

Page 2.

Resolved that the report of the Solicitor/Prosecutor dated 2018 08 13 concerning the Lease Agreement between the City and Kevin Belsito be received and the recommendation that Council authorize the execution of the Lease Agreement be approved.

By-law 2018-178 authorizing the execution of the Lease Agreement appears elsewhere on the agenda and is recommended for approval.

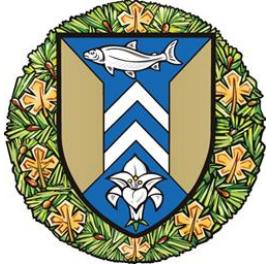
Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/mw

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The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

July 16, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Al Horsman, CAO

DEPARTMENT: Chief Administrative Officer

RE: Update – Municipal Transient Accommodation Tax

PURPOSE

The purpose of this report is to provide an update on the Municipal Transient Accommodation Tax (MAT) and seek Council approval to implement the new tax at 4%, effective January 1, 2019. The report further recommends that Council will review and approve a revised MOU between the City and Sault Ste. Marie Economic Development Corporation (SSMEDC) prior to the tax proceeds being advanced including a provision for the short term accommodation owners having input on the use of the MAT funds. This revised MOU should include a reasonable accountability framework to ensure that amounts paid to the SSMEDC are used for the exclusive purpose of promoting tourism including development of tourism products.

BACKGROUND

In 2017, the Province of Ontario passed Bill 127, Stronger, Healthier, Ontario Act 2017 that among other things amended the Municipal Act, 2006 to provide municipalities with the legislative authority to levy a tax on transient accommodations of 30 days or less. Ontario Regulation 435/17 (<https://www.ontario.ca/laws/regulation/170435>) allows each Ontario municipality that chooses to implement a transient accommodation tax to determine the types of short-term accommodation the levy would apply to, tax rate to be applied and accountability agreements necessary to use the tax revenue proceeds for the promotion of tourism. Purchases that consist of accommodation that is not short-term in nature (i.e. 30 consecutive nights or longer) cannot be taxed.

Under the new regulation, all single-tier and lower-tier municipalities now have the authority to put a municipal accommodation tax in place. A transient

accommodation tax is not a requirement for local municipalities—rather, municipalities have the flexibility to decide if they want to put the tax in place. Upper-tier municipalities (regional or county governments) do not have the authority to implement a tax. Transient accommodation at a university or college or affiliated post-secondary institution are exempt.

All municipalities that adopt an accommodation tax but also have an existing destination marketing fee (DMF) would be required to share their hotel tax revenue with the appropriate not-for-profit tourism organization in an amount that matches the total revenue generated by the DMF program in place prior to the new tax being implemented. In the case of a DMF that existed in the municipality in the past, and does exist in the municipality on the day before the tax comes into effect, the municipality would be required to share the net revenues from the tax with the non-profit tourism entity that managed the DMF as set out in the Regulation.

To be eligible to receive municipal accommodation tax revenue, the recipient entity must be a not-for-profit organization, whose mandate includes tourism promotion in Ontario or in a municipality. Revenue shared with an eligible tourism entity must be used for the exclusive purpose of promoting tourism. Tourism promotion includes the development of tourism products. The regulations also require a municipality and tourism entity to enter into an agreement that deals with reasonable financial accountability matters to ensure that amounts paid to the entity are used for the exclusive purpose of promoting tourism, but not that they be used in a particular manner.

ANALYSIS

Under O Reg. 435/17, the City of Sault Ste. Marie now has the authority to implement through by-law an accommodation tax for accommodations of 29 consecutive nights or less through the design of a program, establishment of the rate and the administration, collection and scope of application. An accommodation tax is not a requirement and it is possible to continue with other programs that are already in place such as the Destination Marketing Fee (DMF) maintained indirectly by the SSMEDC. A DMF tax can continue to be industry-led after the accommodation tax is implemented. There is no provincial or municipal involvement. However, the current hotels participating in the voluntary DMF for Sault Ste. Marie indicated they will discontinue the DMF effective with the introduction of the MAT.

In late 2017 and early 2018, staff at SSMEDC (including its subsidiary Tourism SSM) and the City conducted multi-lateral discussions to assess the implications of the new municipal tax for the DMF as well as scope how best to implement the tax (or not) recognizing the existing DMF collected indirectly by the SSMEDC through Tourism SSM and the local hotel industry. Considerations included who the existing DMF accommodation contributors were, how much they were paying, what the revenues were being applied to and who was administering the program and at what cost. Other considerations included how the City would collect and remit the new tax if the DMF was to be replaced, who would be levied (e.g. other short term properties, Airbnb's, etc.), the costs of administration (including levying and collecting the tax), eligible not-for-profit entities that could receive the tax revenues, accountability agreement terms necessary, use of previous unspent DMF revenues and promotional tourism activities to which the revenues would be applied.

Unaudited data provided respecting existing DMF fees collected indicate that in terms of hotel room capacity approximately 84% of the hoteliers participate in the voluntary DMF program that collects approximately \$760,000 annually using a 3% fee. This funding has been collected by the participating hotels and remitted to the not-for-profit SSMEDC to fund a portion of the Tourism Sault Ste. Marie activities (a division of SSMEDC). Based on CBRE's National Market Report dated December, 2017 occupancy for rooms in Sault Ste. Marie is approximately 56%. Applying a new tax at 4% across all transient accommodations could realize as much as \$1.25 M in annual revenue which is sufficient to provide the \$760,000 revenue share to not-for-profit SSMEDC as required by the regulation and realize a further \$475,000 for other activities aimed at promoting tourism. A 4% tax is supported by SSMEDC, Tourism Sault Ste. Marie, the accommodation DMF partners and City administration.

Many other municipalities have implemented the new tax or are in the process of implementing this levy. Some of these are summarized in Appendix A attached. As highlighted in Appendix A, there are some challenges in implementing the tax and in many cases municipalities continue to consult with key stakeholders regarding how revenues would be collected, administered and utilized. This is the case in Sault Ste. Marie where the existing DMF has long been collected by the participating local hotels and advanced to the SSMEDC. The financial statements of SSMEDC reflect this activity. To date, the association and Tourism SSM have applied these revenues to activities such as the Poker Run, Under 17 Hockey, WTF Festival, etc. and made annual contributions to a reserve to be utilized for

future large scale tourism projects. The balance in this reserve as of December 31, 2017 is approximately \$1.3 M and remains in the control of the DMF partners to allocate on tourism initiatives using criteria identified in the operations agreements with Tourism Sault Ste. Marie and SSMEDC.

Extensive discussions have been undertaken by staff and officials with the City, SSMEDC and the accommodation partners. Although the implications of the new tax for the DMF was a key discussion item, there was significant attention paid to how the funds would be used as well as governance over tourism promotion activities generally. It was very evident during these deliberations that the accommodation partners must have a significant input into the tourism activities related to the new MAT along with tourism efforts on the whole. A commitment was therefore made to ensure that the accommodation partners have a strong voice regarding expenditures related to MAT tourism promotion activities. In this vein, the City will work with the SSMEDC, Tourism Sault Ste. Marie and accommodation partners to structure the proposed amended City/SSMEDC MOU to include provisions for the accommodation partners input.

If this direction is approved, City staff will work with SSMEDC management to amend the current MOU to create an accountability agreement between the parties for spending of tax revenues. Council approval would be sought prior to allocation of the tax proceeds. Approval would also be sought from the SSMEDC Board while the hotel association and hotel industry as a whole will be consulted for input and must be included as a consultant to spending of the tax share.

FINANCIAL IMPLICATIONS

As shown in Table A below, based on the CBRE data of 56% occupancy with average daily rates of \$108.31, total potential revenue from the MAT in 2019 would be \$1.248 M. Adjusting for payments to SSMEDC to uphold the \$760,000 DMF revenues per the new regulation, there remains \$475,000 available for additional tourism promotion activities.

Table A – MAT Annual Potential

MAT Revenue 2019	\$1,247,508
Less: Payment to SSMEDC Tourism	-\$760,000
Less: Administration Costs (Collection and Audit – City)	-\$ 12,475
Net MAT Revenue	\$475,033

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the 2014-2018 Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the Corporation of the City of Sault Ste. Marie implement a municipal transient accommodation tax effective January 1, 2019 consistent with the requirements prescribed under O Reg. 435/17 Transient Accommodation Tax;

That the City Chief Administrative Officer, SSMEDC Executive Director, City Chief Financial Officer and Deputy CAO Community Development and Enterprise Services develop the framework to administer and implement the tax; and

That the Advisory Committee report back for Council approval prior to actual allocation of the tax revenue in 2019 with a revised City/SSMEDC MOU to reflect the use of the tax revenue for promotion of tourism including product development; and,

That the revised City/SSMEDC MOU include a provision for affected short term accommodation stakeholders to have input on use of the funds to promote tourism.

Respectfully submitted,

Al Horsman

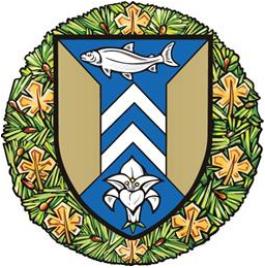
Al Horsman
Chief Administrative Officer
705.759.5347

Appendix A

Sample Municipalities Considering a Municipal Transient Accommodation Tax

Municipality	Current Status
City of Toronto	<ul style="list-style-type: none">• Approved 4% tax (January 24, 2018) to replace Destination Marketing Fund (DMF) of 3%• Applied to all hotels; DMF only applied to participating hotels• Estimated revenue of \$17.2 - \$28.2 Million annually• Implementation targeted for June 1, 2018• Accountability agreements still being negotiated with the Greater Toronto Hotel Association (GTHA) who will administer the tax
City of Mississauga	<ul style="list-style-type: none">• Approved 4% tax (November 1, 2017) replacing DMF of 3% applied to only 2 hotels and administered by the GTHA• Estimated revenue of \$9.8 Million annually• Implementation July 1, 2018• Accountability agreements still being worked on• Staff recommended creation of a new not for profit entity to administer the program
City of Niagara Falls	<ul style="list-style-type: none">• Endorsed a 4% tax rate• Estimated revenue is \$15 Million annually• No DMF in place, but one did exist so revenue shared 50% with local Niagara Falls Tourism (NFT) not for profit entity• Tax to be applied to all short term accommodations including Airbnb
City of Markham	<ul style="list-style-type: none">• Recommended a 4% tax (February 20, 2018)• No DMF in place so 50% to be provided to a Municipal Services Corporation to be reported on this year• Estimated annual revenue of \$2.6 Million• Applied to all transient accommodations

City of Ottawa	<ul style="list-style-type: none"> • Endorsed a 4% tax (November 27, 2017) • Replaces voluntary DMF of 3% • Implemented January 1, 2018 • Accountability agreement still being forged
City Of Kingston	<ul style="list-style-type: none"> • Approved 4% tax (June 12, 2018) • Excludes Airbnb's • Applied to all accommodations • Estimated revenue up to \$3 million annually • In 2016, a separate Tourism Board was created hiving off tourism from the Kingston EDC • Kingston Accommodation Partners (KAP) administers the tax that is shared with City 35% for tourism product development and 65% for tourism promotion by the Board
City of Sudbury	<ul style="list-style-type: none"> • Approved 4% effective September 1, 2018 • Applied to all transient accommodations • Estimated revenue of \$1.7 Million annually • Accountability agreements still being worked on
City of North Bay	<ul style="list-style-type: none"> • Still assessing tax implication • City staff are working with Tourism North Bay to develop a proposal • Expect 4% being recommended for implementation in 2019
City of Thunder Bay	<ul style="list-style-type: none"> • Approved 4% (June 1, 2018) subject to report back on structure and implementation of program • No DMF in place so City will remit 50% to a Not Fr Profit entity • Estimated revenue of \$2 Million annually • Applied to all accommodations of 29 consecutive days or less • Funds are incremental to existing tourism budget allocations
City of Timmins	<ul style="list-style-type: none"> • Has not reported to Council on this matter yet • Expect to recommend 4% when administration does report out



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

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

August 13, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: GFL Memorial Gardens Private Management

PURPOSE

This report has been prepared in response to the following resolution from the Council meeting held on February 5, 2018:

Moved by: Councillor S. Myers

Seconded by: Councillor S. Hollingsworth

Whereas the City's premiere event venue Essar Centre opened in the fall of 2006; and

Whereas the facility has been owned, operated and managed by the City of Sault Ste. Marie from the beginning; and

Whereas there is an option for the City to consider contracting with a private management company; and

Whereas City Council has not had a report outlining the advantages and disadvantages of private management vs. City management of the Essar Centre; and

Whereas the last five year's average loss for the Essar Centre is \$437,585.76 and is budgeted to be \$626,890.41 in 2018; and

Whereas the City of Kingston has contracted with a private management company for running the 10-year-old and 6,700 seat Rogers K-Rock Centre; and

Whereas Kingston City Council did enter into a new five year contract last year whereby the City is guaranteed 100% of the first \$550,000 of profit; and

Whereas Sault Ste. Marie City Council must have detailed information in order to ascertain any opportunity to seek private management of the Essar Centre and stem the flow of loss,

Now Therefore Be It Resolved that staff be requested to report back to City Council by August 2018 providing the following:

1. examples of other similar sized municipalities with a similar facility being operated privately
2. what process and time line would be required for City Council to consider the option of private management of the Essar Centre

BACKGROUND

The sports and entertainment venue is in the process of being renamed to the GFL Memorial Gardens.

The GFL Memorial Gardens is a state-of-the-art sports and entertainment centre with all of the amenities necessary to host a wide range of events including concerts, sporting events, family shows, and conventions and is home to the Soo Greyhounds Hockey Club. In addition to serving as a sports and entertainment centre, the venue is also considered and utilized as one of the City's community centres. Adult hockey, youth hockey, figure skating, and exercise walking are some of the other uses of the centre. In fact, throughout the fall and winter months, the GFL Memorial Gardens sees approximately 7,000 walkers utilizing the safe facility for their own physical well-being, which enhances the quality of life of the citizens of the City of Sault Ste. Marie, an important focus area of the Corporate Strategic Plan of the City.

While it is important to keep the annual operating cost as low as possible, it is important to note that operating decisions take into account the broader economic impact that events have on the local economy. When events are held at the GFL Memorial Gardens it is evident that additional retail, restaurant and lodging sales are generated in the community.

Since opening in 2006, the GFL Memorial Gardens has financially tracked well versus budget. This has been achieved under an event promotion mandate of taking very little risk.

The GFL Memorial Gardens is a nationally respected, versatile venue. For five consecutive years between 2008-2012, the GFL Memorial Gardens was nominated, along with seven other venues from across Canada, for the Canadian Music and Broadcast Award for Major Facility of the Year/under 8,000 Capacity – National Award.

It should be noted that a report to Council dated November 29, 2004 recommended that it would be in the City's best interest to have the operation of the facility continue to be managed directly by the City staff (Appendix A). This report was recommended by the Sault Ste. Marie Sports and Entertainment Steering Committee and was supported by Council at the time.

ANALYSIS

To address the resolution that was passed by Council, this report is organized in the following sections:

- Examples of other Municipalities
- Process and Timeline
- Considerations

Examples of other Municipalities

City staff was tasked with finding examples of other similar sized municipalities with a similar facility being operated privately. Through our analysis, it has been determined that there are no other municipalities of a similar size that have a facility that is operated by a Private Management firm.

For comparison purposes staff have identified the closest six (6) municipalities in terms of population and seating capacity, albeit four (4) of them had substantially larger populations. They are as follows:

City of Guelph: 2016 population of 131,800 – 4,715 seats Sleeman Centre (2000).

The Sleeman Centre is owned and operated by the City of Guelph. City officials have advised staff that Nustadia Recreation Inc. initially ran this facility for the City for the first 5 years and had concerns with City guarantee payments and as a result, the arena defaulted back to being city operated in 2005.

City of Kingston: 2016 population of 123,800 – 5,380 seat Leon's Centre (2008) (Formerly the K-Rock Centre). The Leon's Centre is managed by SMG Canada. Founded in 1977, SMG provides management services including convention and exhibition centers, arenas, stadiums, theaters, performing arts centers, equestrian facilities, science centers and a variety of other venues. The naming rights agreement totals has SMG receiving a 7.5% commission charged by SMG, prior commission was 15%.

City of Sarnia: 2016 population of 71,600 – 4,118 seat Progressive Auto Sales Arena (1998), (formerly the RBC Centre). The facility was initially managed by Lauridon Sports Management and then ran by the Sarnia Sting. In late November 2013, a recommendation was forwarded to Sarnia City Council for the City to assume management responsibilities and has since been city operated. Sarnia has turned down an offer from the Sarnia Sting to take over the sale of luxury suites at the city-owned Progressive Auto Sales Arena.

City of St. Catherines: 2016 population of 133,100 – 5,400 seat Meridian Centre (2014). The Meridian Centre is operated by SMG Canada. The 20-year deal is worth a minimum of \$3.4 million to SMG, with the possibility of increases tied to inflation and to success. Performance incentives could be worth an additional \$1.56 million. The city is responsible for building maintenance and expenses. The main contact with SMG is the City Liaison-Director of Operations.

City of Sudbury: 2016 population of 161,531 – 4,640 seat Sudbury Community Arena (1951), is a city operated facility. On a net basis, the Sudbury Community Arena generates a net loss from operations ranging between \$280,000 and almost \$700,000. Sudbury does not have a naming rights agreement in place.

City of Belleville: 2016 population of 50,716 – 4,400 seat Yardmen Arena (1978), is a city operated facility.

City staff has confirmed that of the two (2) of the four (4) venues that were privately managed (City of Guelph and the City of Sarnia) have since returned to operating the venues with City staff.

Process and Timeline

The resolution also asked what process and timeline would be required for City Council to consider the option of private management of the GFL Memorial Gardens.

The process required for City Council to consider the option of private management of the GFL Memorial Gardens would include the following steps: (Note, the first four points are from a Price Waterhouse Coopers (PwC) report dated January 2014, Appendix B, pg.17):

1. Evaluating the nature of the Sault Ste. Marie market in terms of the number of non-hockey spectator events it could realistically attract in a given year. An assessment which should consider both the size and nature of the Sault Ste. Marie market as well as the physical capacities of the GFL Memorial Gardens to attract and stage such events. Conducting such an assessment and comparing this to the historic event attraction success of the GFL Memorial Gardens would allow the City to ascertain

whether additional events could be attracted to the facility. A third party would be recommended to conduct this research and an applicable cost approved to support. RFP September 2018 (Note, this was done back in 2000 by Arthur Anderson).

2. In conjunction with the market assessment, the City should also assess the level of “event promotion risk” it may be willing to take on in order to position the GFL Memorial Gardens to attract a greater number of events.
3. Thirdly, the City should undertake a high-level review and evaluation of the City’s current operations at the GFL Memorial Gardens to determine whether greater operating efficiencies and/or cost savings could be identified while still maintaining municipal operating responsibility.
4. Fourth, the City should also consider the range of services it would want a third party facility management company to perform at the GFL Memorial Gardens (i.e., would it enter into a comprehensive agreement with such a firm to manage, operate, market and program the facility, operate the box office and assume all food and beverage operations, or would the City want to retain some operating and building management responsibilities and therefore have the management firm take on a more limited role, including for example, building marketing, promotion and some facility programming). As part of RFP September 2018
5. City staff to investigate impact to existing staffing levels. Analysis to include:
 - a. Options for redeployment, severance and or termination (cost impact would be included) – Potentially would have eight (8) affected (3 full-time non-union, 2 part-time non-union and 3 full-time union)
 - b. Incremental Costs with Private Management (to maintain existing service levels) as well as a Management fee cost
 - c. Certifications required to Operate the GFL Memorial Centre (Class B)

Timing: Report back to council in January 2019

6. Report back to Council with results from study in January 2019 – if decision is to proceed, the following steps would be undertaken
 - a. Draft an RFP for Private Management of the GFL Memorial Gardens – February 2019
 - b. Issue RFP – February 2019
 - c. Submission Deadline - March 2019
 - d. RFP Evaluation and Selection - April 2019
 - e. Report and Recommendation to Council - May 2019
7. Formal written notification to be provided to parties with Lease Agreements (Soo Greyhounds, GFL Environmental Inc., Molson Canadian, Sault Major etc.) Impact statements to be forwarded to Council as part of any final decision. March 2019

Considerations

Some items Council may want to consider when evaluating whether to proceed with private management include:

1) Potential Risks of Private Management

- Loss of Control – while the format and level of service can be set by the City, in order to interest a private management company they would typically require having control of many aspects of the operation in order to generate a suitable return. In other venues this has included items such as:
 - Cost of ice-time rental rates (other venues have seen an increase in rental rates with private sector management)
 - Cost of facility rental rates for community events
 - Naming rights negotiation and commission
 - Negotiations with key clients (potential impact to relationship with the major tenant Soo Greyhounds, Sault Major etc.)
 - Event fees and concession pricing
 - Event parking fees
- Potential loss of employment – while a private operator may hire staff there is no guarantee current staff are retained or staffing levels are continued
- Infrastructure concerns – other venues that have reverted from private management to City operated have shared concerns that adequate investment was not made to properly maintain equipment/facility standards. At the end of the contract, any issues that were not properly addressed could fall on the City to rectify at a higher cost than if it were addressed at the appropriate time.
- Financial return – There is no guarantee that the GFL Memorial Gardens will generate lower deficit or operate more effectively to reach a profit under private management. Private facility management generally requires a management fee to be paid annually, plus incentives.
- Values and community approach – The values and approach of a management company may differ from the values and Strategic Plan of the City of SSM. This could affect items such as the use of local suppliers, a decrease in service to citizens (walking on the concourse), willingness to host community events, etc. While this may not be affected negatively under private management, it is certain that there is another entity in control of decision making as it relates to this community facility.
- Financial Terms - It is clear from research that financial guarantees that the City of Kingston has enjoyed during the 2013 to 2017 term are not the norm in the industry. Kingston is one of the two that have a financial guarantee. SMG has had to finance/subsidize its guarantee over two

years. This is not sustainable in the long term and private sector companies will not want to engage into contracts where they have to pay the municipality in order to operate an entertainment centre. The City of Kingston has committed to investing \$100,000 to an event development fund to be used for the purpose of developing new events that will contribute to attracting tourists to Kingston.

2) Results of the GFL Memorial Gardens

City staff have undertaken new, strategic initiatives to make the user experience seamless from beginning to end (modeled after successful facilities across Canada and have introduced new ways for service delivery and improve our product focus).

New Operational Initiatives Implemented By City Staff in 2018:

Food and Beverage Specific

- Increased the number of food and beverage stations by four (4).
- The Molson Hockey House has recently expanded its' seating capacity and increased the hours operation by opening an additional hour early, beginning at 5PM for all 7PM games to accommodate the high demand, proving to be a successful addition to services and revenue.
- Touch point every 40 feet (more food and beverage stations).
 - The variety of food stations and product offerings have been increased (e.g., Hot Dog & Sausage Bar, Coffee House)
- Service delivery of concession stands improved by adding pre-pour for popular drinks five minutes before period ends.
- Expanded restaurant seating areas on the East & South end of the Venue.
- Conversion of half of the Angelo Bumbacco Lounge into a lounge area with big screen TV that will broadcast all home games
 - Food service is also available upon request for smaller events in the Centre's fully licensed Angelo Bumbacco Room and multi-purpose rooms.

All of these changes have resulted in food and beverage surplus of \$246,664.89 for June 2018 YTD vs. \$138,417.99 for June 2017 YTD (\$108,246 increase year over year) in conjunction with a deep run in the playoffs for the Greyhounds.

Other changes introduced in 2017-18 by City Staff:

- Hockey Hall of Fame moved into the Northeast Corridor for viewing for the community allowing an additional 45-seat Food & Beverage area during games.
- Emergency response time improved through moving a City portable generator onsite in case of a power outage.

- Focus on the curb appeal for the centre and opening up more point of sale areas for the site (shorten wait times).
- Introduction of a Concert Advisory Committee made up of local individuals with experience in the entertainment, sports and culture areas.

3) Staffing Models

It should be noted in looking at other facilities operations the GFL Memorial Gardens operates with eight (8) full-time staff and two (2) part-time staff while other facilities, including Kingston, have significantly more employees.

City of St. Catherines:	Employs approximately nineteen (19) full-time staff
City of Kingston:	Employs approximately eighteen (18) full-time staff
City of Guelph:	Employs approximately eleven (11) full-time staff and ten (10) part-time staff
City of Sarnia:	Employs eight (8) full-time staff year round plus part time staff
City of Sudbury:	Employs approximately eight (8) full-time staff plus food and beverage staffing

4) Pro's/Con's

Pros/Cons listed below have been taken from the PwC report in combination with additional items included through research (Appendix B, pg. 7-8).

1. To Privatize

Pros:

- Potential marketplace exposure - gaining access to the entertainment and event promotion/agent agencies.
- Leverage existing buying groups and or partnerships.
- Potential streamline of operations.
- Ability to outsource only parts of operation (not entire facility).
- More specialized marketing/branding.
- Separation of municipal responsibility and influence.
- Assumed experience in negotiation and maintenance of tenant leases, sponsorship agreements, marketing etc.
- Human resource and professional development.
- Increased marketplace exposure could potentially result in additional shows at the GFL Memorial Gardens, which could increase revenue.
- If fees are increased there is potential to generate additional revenue.
- There is potential to reduce Operating deficit through Pricing and Cost Control (would impact service expectations with the public).

- Potential for bulk purchasing as Management Agencies may have a network of facilities that can benefit from bulk purchasing.
- Opportunity to assist with attraction of Naming Rights in future.
- Standardized reporting and benchmarking.

Cons:

- Quality of services provided to citizens could be impacted negatively.
- City will lose control of operations.
- There could be a concern with the current Greyhound contract, and potentially other organizations that lease space (Sault Major, Legion).
- Lead time to develop local knowledge.
- Not all costs may be visible for transparency.
- Ice-time cost to users could increase substantially, as well as all other fees (Food & Beverage, ticketing).
- Additional revenue from concerts/events will only be possible if market can support additional events.
- City responsible for payment of an annual Management fee (\$150,000 - \$250,000) plus any incentives. An example includes Global Spectrum being paid \$169,000 in 2013 at the EnCana Event Centre in Dawson Creek.
- Private management generally has no capital invested in building.
- Management fee seldom put at risk.
- No guarantee that private manager would operate more efficiently.
- Ability of City to negotiate an appropriate management contract.

2. City Staff Continue to Manage

Pros:

- Consistency with existing tenants, specifically the Soo Greyhounds.
- Mississauga, Sarnia and Guelph have gone back to City operated from private management.
- Continued ability for staff to provide local knowledge and insight to the entertainment market, can relate to patrons.
- Ability to become part of Venue Coalition to source additional events.
- Staff have a strong knowledge of municipal governance.
- Building and facility management personnel are generally known within the local market and as such are able to provide local insights and do not need to establish relationships with local parties.
- The City will be able to control the fees charged
- Flexibility to collaborate in unique opportunities with community partners.
- The City will be able to negotiate all contracts.
- Continue to generate high food and beverage surplus.

Cons:

- Questionable ability to access specialized expertise.
- Ability and willingness to assume a degree of risk.
- Ability to negotiate favourable terms for rental contracts with promoters.
- Assuming a degree of financial risk.

5) Market Considerations

Based on a historical report prepared by Arthur Anderson in 2000 for the City the following items were identified and shared to Council:

Price Sensitivity - Income profiles tend to support that Sault Ste. Marie residents are price sensitive and will require value for their entertainment dollars. As a result, it is likely the new venue needs to maintain pricing structures similar to that which are currently being charged in the existing venue.

Competition - It will likely be critical that the New Facility does not attempt to compete directly with venues located in Sault Ste. Marie, Michigan and possibly Sudbury but rather attempts to carve out its own niche market of family entertainment and concerts, geared specifically to the Sault Ste. Marie market. To be successful the facility and Greyhounds will need to be properly marketed. Kewadin Casinos and Lake Superior State University will constitute significant competition for the New Facility. Because of the presence of these two facilities, coupled with the rather limited size of Sault Ste. Marie, we do not believe a Sports and Entertainment Centre would be able to entice a significant number of acts to Sault Ste. Marie, no matter how successfully marketed. An exception would be if similar arrangements could be structured between the facility and the charity Casino.

Location – It is reasonable to assume that promoters may be reluctant to schedule Sault Ste. Marie as an additional stop for fear of potential overlap. Most importantly, the rather limited size of the local market compared to Barrie and Sarnia coupled with the lack of population growth allude to the facility not being able to secure non-OHL events.

Based on the forgoing comparisons, we conclude that the centre within Sault Ste. Marie would likely meet with early year operating success, similar to that experienced by both Barrie and Sarnia, but would not be able to achieve sponsorship revenues at values that approach Mississauga. While the foregoing would appear to indicate that Sault Ste. Marie may be able to attract a number of artists and touring shows, we conclude that the Sault Ste. Marie marketplace, because of its size,

location and demographic under-pinning's, will not be able to regularly attract more than a few touring shows per year.

Promoters View - Based on discussions with promoters, it is not expected that a significant number of concerts, if any could regularly be attracted to the City. The facility should be able to attract 48 events total including greyhound games annually (home shows, car shows, spring and garden shows, union meetings, conventions, other skating events. With a Minimum of 12 non-OHL events or 20 non-OHL event days. In actuality, staff have far exceeded this projection with the following results:

Non-OHL Events	Projected	Actual 2016	Actual 2017
Events	12	21	19
Event Days	20	43	33

See Appendix C - Event Recap

Summary

As provided above, there are a number of considerations when examining moving from a City operated facility to private sector management of the GFL Memorial Gardens.

In order to generate sufficient returns, a private sector operator will need to see the potential to significantly increase revenue from the facility. In the case of the GFL Memorial Gardens, some of these revenue generating opportunities are already governed by existing contracts. The Soo Greyhounds contract expires in the 2025-26 season. This represents a significant impact on the revenue generation from the facility. Under the current agreement, this revenue stream can vary significantly from year to year, as it depends completely on Soo Greyhound ticket sales and the number of playoff rounds each season. The City has just concluded a naming rights agreement which will be in effect for 10 years.

With these two major revenue sources under contract, the other major revenue sources for a private sector operator will be developing a larger number of events (that are well attended) and increased revenue from all aspects of operations (ice time rental, concessions, facility rental, etc.).

City staff have taken steps to improve performance and look at new opportunities to increase revenue, attract additional events and be responsive to community needs. The GFL Memorial Gardens is a key facility for the City of SSM. Not only does it have an economic benefit for attracting tournaments and events, but it also employs close to 200 part-time and full-time staff, and finally this venue

encompasses all four focus areas of the City of Sault Ste. Marie 2016-2020 Corporate Strategic Plan on various levels.

Given the importance of this venue and the potential to continue to improve performance, it is recommended that the GFL Memorial Gardens continue to be managed by City staff.

FINANCIAL IMPLICATIONS

It should be highlighted that the City has tracked well versus budget.

		Event Centre		
	Year	Budget	Actuals	Surplus/(Deficit)
Essar	2008	\$ (350,960)	\$ (299,615)	\$ 51,345
Essar	2009	\$ (396,430)	\$ (479,686)	\$ (83,256)
Essar	2010	\$ (461,090)	\$ (478,153)	\$ (17,063)
Essar	2011	\$ (485,440)	\$ (580,002)	\$ (94,562)
Essar	2012	\$ (558,195)	\$ (572,280)	\$ (14,085)
Essar	2013	\$ (577,477)	\$ (427,188)	\$ 150,289
Essar	2014	\$ (522,455)	\$ (345,923)	\$ 176,532
Essar	2015	\$ (530,790)	\$ (366,190)	\$ 164,600
Essar	2016	\$ (592,080)	\$ (476,348)	\$ 115,732
Essar	2017	\$ (589,008)	\$ (730,104)	\$ (141,096)
Essar	2018	\$ (612,358)		

The GFL Memorial Gardens has experienced very strong performance year to date in correlation to a deep run in the playoffs by the Greyhounds and supported by stronger than traditional food and beverage sales. Year to date there is a \$107,497 surplus as at June 30, 2018 versus a budgeted loss of (\$612,358) for the year.

The figures above do not include major capital repairs, which are typically funded through the City's Capital Budget process.

Privatizing the management of the facility may result in better financial results but may be at the detriment of pricing to the end user in terms of ice rental rates, food and beverage pricing as well as ticket sales.

STRATEGIC PLAN / POLICY IMPACT

With this venue being located in the heart of downtown, it easily increases the vibrancy of the downtown area as with each event that takes place; citizens and visitors alike enjoy the local downtown eateries and shopping and often stay at

the downtown hotels. This is in direct correlation with the Quality of Life focus area of the Corporate Strategic Plan. In addition to the economic benefits, the social benefits of the GFL Memorial Gardens are far reaching. The sporting and entertainment spectator events staged at the facility and the use of the facility as a community centre for sports and recreation, increase local quality of life and help attract new residents to the community. This maintenance of this building is imperative as per the 2016-2020 Corporate Strategic Plan as it ensures the City of Sault Ste. Marie remains on the leading edge of Ontario municipalities, falling within the Infrastructure focus area.

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Within the Service Delivery, focus area it continues to assist in delivering excellent customer service to citizens.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Additionally, it supports the focus area of Infrastructure, as it will assist in Maintaining Existing Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2018 08 13 be received, and the recommendation to continue to operate the GFL Memorial Gardens by City staff be approved.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
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Community Development & Enterprise Services
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NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
Community Centres and Marine Facilities
Municipal Day Nurseries
Recreation & Culture Division

2004 11 29

Mayor John Rowswell
and Members of City Council

THE SSM SPORTS AND ENTERTAINMENT CENTRE – UPDATE ON FACILITY OPERATOR

As reported to City Council at a previous meeting, one of the key issues that the Sault Ste. Marie Sports and Entertainment Centre Steering Committee is presently dealing with is the operation of the facility and whether or not to hire a private sector operator.

Background

In their review of this issue, the Committee noted the following has been undertaken to date:

- Separate Request For Qualification (RFQ) proposal calls were issued in the spring of 2004 for Financing and for Operation. This was done through our consultant IBI Group.
- The main reason for issuing the RFQ's was because we were hopeful that we might attract an equity partner and it was expected that only the private sector operator would be in a position to contribute any equity to the project. From information gathered from other facility projects it was assumed that as much as \$1 million might be achieved from an equity partner.
- O&Y/SMG Canada was the preferred proponent identified through the RFQ process to enter into negotiations with regards to operation of a new facility.
- IBI Group developed operating financial models that were reviewed by both O&Y/SMG Canada and the City. A copy is attached.
- Mr. Ron Taylor, Managing Director, O&Y/SMG Canada presented to the Committee a proposal for discussion along with an overview of their company on October 29, 2004
- The Committee met on Wednesday, November 10, 2004 to review the information to date and to view information on publicly run major facilities.

Findings

At their November 10, 2004 meeting the Committee agreed that it would be in the City's best interest to have the operation of the facility continue to be managed directly by the City for the following reasons:

- Control of Operations – It is well established that the best way for a City to be able to exercise control over a facility is to have their staff manage and operate it.
- Fourteen of the twenty OHL facilities are publicly operated.
- The Soo Greyhounds support the recommendation for the City operating the facility.

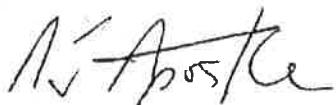
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- Cost to the City – It has been noted by two independent consultants (Arthur Andersen LLB, and IBI Group) that the cost to the City is lower if they own and operate it.
- There is already a history of marketing events between EDC/Tourism Sault Ste. Marie and the City. It is expected that this will be greatly enhanced with the new facility.
- Duplication will be avoided when it comes to User Groups and Events wanting to book the municipal facilities. A City-run operation will mean only one call is required to coordinate events that want to use Municipal facilities.
- Seasoned management and operations staff are already in place along with a history of cooperative work with the User Groups, EDC, tourism partners, along with promoters and numerous other event coordinators.

RECOMMENDATION

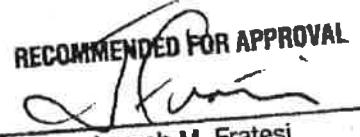
The Sault Ste. Marie Sports and Entertainment Centre Steering Committee recommends that City Council approve that the operations of the new Sault Ste. Marie Sports and Entertainment Centre be handled by the City and further that a letter be sent to Mr. Ron Taylor of O&Y/SMG Canada thanking him for their interest in our City and project.

Respectfully submitted on behalf of the Sault Ste. Marie Sports and Entertainment Centre Steering Committee,



Nicholas J. Apostle
Commissioner Community Services

/memorial gardens nov/council/report to council facility sponsor nov 29

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

City of Sault Ste. Marie
Comparison of IBI Group Reference Scenario (No Restaurant/No Beer Sales) to
O&Y/SMG CANADA Projections

Events Schedule:

	O&Y/SMG	O&Y/SMG	IBI Group	IBI Group
	25-Jun-04	26-Jun-04	Private Sector	City Operated
OHL	37/37	37/37	36/36	36/36
OTHER SPORT	2/2	2/2	2/2	2/2
CONCERT/FAMILY SHOWS	5/15	6/15	5/15	4/4
TRADE AND CONSUMER SHOWS	4/12	4/12	4/12	2/6
OTHER/COMMUNITY EVENT	4/4	4/4	4/4	4/4
TOTAL EVENT/EVENT DAYS	52/70	52/70	51/69	48/52

Revenue	Year 1 Results			IBI Group Estimates City-Operated	O&Y/SMG Rationale - June 28, 04
	O&Y/SMG Canada Estimates	O&Y/SMG Canada Estimates	IBI Group Estimates		
	25-Jun-04	26-Jun-04	Private Operator		
Spectator Use Revenue					
OHL Hockey	\$128,860.50	\$126,868.50	\$115,110.00	\$115,110.00	Lower attendance (2833 vs. 3200, higher av. ticket price - \$10.87 vs. \$9.98; 37 games vs. 36). Regular season attendance same at 3200.
OHL Club Games					
Luxury Boxes	\$63,750.00	\$63,750.00	\$63,750.00	\$63,750.00	
Club Seats	\$30,800.00	\$30,800.00	\$38,250.00	\$30,800.00	Reduction from 500 to 300 seats but increase in ticket price from \$150 to \$200. 15% cost of sale excluded.
Other Sporting Events	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
Trade and Consumer Shows	\$42,000.00	\$42,000.00	\$42,000.00	\$18,000.00	
Concerts/Family Shows	\$25,000.00	\$52,500.00	\$25,000.00	\$16,000.00	
Other / Community Events	\$14,000.00	\$14,000.00	\$14,000.00	\$12,000.00	
Advertising					
Naming Rights	\$42,500.00	\$42,500.00	\$42,500.00	\$42,500.00	
General Advertising	\$60,000.00	\$60,000.00	\$138,125.00	\$60,000.00	Reduction of positions from 65 to 30 priced at \$2000 net \$2500; 15% cost of sale excluded.
Party Suites	\$11,500.00	\$11,500.00	\$10,750.00	\$10,500.00	Only difference is no. of rentals between 4500 and 4200 seat options. NO DIFFERENCE IN O&Y/IBI assumption.
Concessions	\$481,232.00	\$566,382.00	\$445,232.00	\$344,576.00	Increase in number of event days to 15 days
Novelties	\$30,288.00	\$33,068.00	\$16,848.00	\$15,848.00	
Bear	\$112,680.00	\$198,471.00	N/A	\$198,471.00	As a result of increase in no. of event days for concert/family shows (to 15 from 5 in 4200 calendar vs 4500 option).
Restaurant	N/A	N/A	N/A	N/A	OHX > per cap per game = \$1.75 which results in \$177,471 facility rev; Concert/Family shows \$21,000 in beer rev.
Ticket Surcharge	\$160,060.00	\$167,060.00	\$133,480.00	\$129,480.00	
Parking Income	N/A	N/A	N/A	N/A	Function of ticket sales - more in concert/family shows.
Sub-Total - Spectator-Use Related	\$1,210,250.50	\$1,420,510.50	\$1,096,045.00	\$1,066,835.00	Overall concert/family shows addl. some \$80,200 in additional revenue.
Recreational Use Revenue					
Ice Rental (Fall/Winter)	\$99,000.00	\$102,510.00	\$181,350.00	\$105,000.00	Major reduction in ice season from 52 down to 34, reduction of weekend prime time availability, same rates.
Concessions (Fall/Winter)	\$24,750.00	\$25,704.00	\$36,270.00	\$36,270.00	Function of usage.
Sub-Total	\$123,750.00	\$128,214.00	\$217,620.00	\$141,270.00	
Total Facility Revenues (3% annual escalation)	\$1,334,009.50	\$1,548,724.50	\$1,312,668.00	\$1,208,106.00	Revenues similar but Beer Revenues offset reduction elsewhere.

IBI Group

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Year 1 Results				
	O&V/SMG Canada Estimates	O&V/SMG Canada Estimates	IBI Group Estimates	IBI Group Estimates
Facility Expenses				O&V/SMG Rationale - June 28, 04
Total Salaries	\$700,850.00	\$692,570.00	\$500,000.00	\$500,000.00
Event Operations	\$75,105.00	\$71,853.00	\$75,105.00	\$71,853.00
Concession Costs	\$312,978.30	\$539,878.00	\$312,978.30	\$395,598.00
Marketing Budget	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
Repairs & Maintenance1	\$75,000.00	\$76,000.00	\$75,000.00	\$75,000.00
Utilities Arena	\$185,000.00	\$247,800.00	\$180,000.00	\$202,500.00
Utilities 2nd Ice Pad	N/A	N/A	N/A	N/A
Insurance	N/A	N/A	N/A	N/A
Other Expenses	\$105,000.00	\$105,000.00	\$105,000.00	\$105,000.00
Sub-Total Expenses (2% annual escalation)	(\$1,563,931.30)	(\$1,831,601.00)	(\$1,387,081.00)	(\$1,449,903.00)
NET CASH FLOW BEFORE CR, MF, DS, AND TAXES	(\$229,921.80)	(\$282,876.50)	(\$44,416.30)	(\$241,798.00)
Other Expenses				
Management Fee (MF)	(\$200,000.00)	(\$150,000.00)	(\$200,000.00)	Decrease of MF fee from \$200,000 to \$150,000
NET CASH FLOW BEFORE CR, DS AND TAXES	(\$429,921.80)	(\$462,876.50)	(\$244,416.30)	(\$241,798.00)
Existing Subsidy Redirected to New Arena (escalated 3% p.a.) Memorial Gardena (Based on 2002 Subsidy)	\$482,422.00	\$482,422.00	\$482,422.00	\$482,422.00
NET CASH FLOW INCL. MF AND REDIRECTED SUBSIDY, BEFORE DS AND TAXES	\$52,500.20	\$10,545.50	\$238,005.70	\$240,824.00
Capital Reserve (CR) 0.5% of Capital Costs (MODERATE COST)	(\$90,855.00)	(\$90,855.00)	(\$90,855.00)	(\$90,855.00)
NET CASH FLOW BEFORE DS AND TAXES	(\$47,354.80)	(\$80,309.50)	\$138,160.70	\$140,769.00

IBI Group

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SALARIES

Department	Position	Base Salary	Incentive	Duties Description
Administration	General Manager	\$ 70,000	A	Emphasis on Event Booking, Marketing, PR & Corporate Sales
	Finance & Administration Manager	\$ 60,000	A	
	Executive Assistant	\$ 32,000	B	
	F&B Manager	\$ 40,000	A	
	Box Office Supervisor	\$ 35,000	B	
	Ticket Sales/Admin Assistant	\$ 25,000	B	
		\$ 252,000		
Operations	Operations Director	\$ 50,000	A	Used in regular rotation of shifts
	Event Services Manager	\$ 40,000	A	
	Administrative Assistant	\$ 25,000	B	
	Facility Supervisor	\$ 35,000	B	
	Facility Technician	\$ 32,000	B	
	Facility Technician	\$ 32,000	B	
	Facility Technician	\$ -	B	
		\$ 214,000		
Sales & Marketing	Marketing & Sales Manager	\$ 42,000	A	Advertising sales and event promotions Concentration on group & suite tickets for team & venue Administrative assistant with promotions background
	Group/Corporate Sales Coordinator	\$ 26,000	A	
	Marketing Assistant	\$ 23,000	B	
		\$ 90,000		
		\$ 556,000		
Total Estimated Salaries	Benefits @ 20%	\$ 111,200		
	Incentive A: Management Incentives @ 10%	\$ 27,700		
	Incentive B: Non-management Incentives @ 5%	\$ 11,850		

TOTAL ESTIMATED SALARIES & BENEFITS \$ 708,850

O&Y/SMG Canada

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Essar Centre – Review of Sports and Entertainment Centre Operating Models

City of Sault Ste. Marie

January 16, 2014



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1. Introduction

Background

In 2004, when the City of Sault Ste. Marie (the “City”) voted to pursue the development of a new sports and entertainment centre to replace Memorial Centre, City Council reviewed potential operating structures and determined it would be in the best interest of the City for it to operate the new facility with municipal staff. Since the Essar Centre’s opening in 2006, the Essar Centre has consistently achieved positive net financial operating results when compared to the Memorial Centre and has done so under an event promotion mandate of taking very little to no risk.

In June 2013, the City terminated the employment of the Essar Centre’s marketing and events manager. With this decision, the City wanted to review its staffing hierarchy with the intent of either replacing the existing marketing position, revamping its hierarchy for the division in order to deliver services better, or move to private sector involvement / management.

In August 2013, PricewaterhouseCoopers LLP (“PwC”) outlined for the City some key decision points that should be understood by the City in order for it to evaluate whether to retain a third party manager for the Essar Centre. These points included:

- Evaluating the nature of the Sault Ste. Marie market in terms of the number of non-hockey spectator events it could realistically attract in a given year, an assessment which should consider both the size and nature of the Sault Ste. Marie market as well as the physical capacities of the Essar Centre to attract and stage such events.
- Assessing the level of “event promotion risk” the City may be willing to take on in order to position the Essar Centre to attract a greater number of events (i.e., will the City simply market the Essar Centre as a rental building, or would it be willing to take on some event risk and either co-promote an event with a promoter in order to secure an event, or take on full event risk and actually purchase and promote some shows in order to secure more events for the facility).
- A high level review and evaluation of the City’s current operations at the Essar Centre should likely be undertaken to determine whether greater operating efficiencies and / or cost savings could be identified while still maintaining municipal operating responsibility.
- Identifying the range of services it would want a third party facility management company to perform at the Essar Centre (i.e., would it enter into a comprehensive agreement with such a firm to manage, operate, market and program the facility, operate the box office and assume all food and beverage operations, or would the City want to retain some operating and building management responsibilities and therefore have the management firm take on a more limited role, including for example, building marketing, promotion and some facility programming).
- Determining how it would retain the services of a third part manager, including the terms, conditions and financial requirements and responsibilities surrounding such a relationship.

Following our initial discussions, the City retained PwC to assist it in understanding how other municipalities operate / manage their main spectator arenas, including those that have OHL teams as their main / primary tenant. Among the principal questions which the City requested that PwC address in its study were the following:

- Which facilities have a third party (i.e., private sector) entity operating / managing their facility?
- Which municipalities operate / manage their facility without the use of a third party management firm?
- Do hybrid models exist where the private sector assumes a portion of the operations such as marketing, leaving day-to-day operations and staffing to the municipality? and
- Of the ones that operate / manage their facility internally, what is the facility’s staffing hierarchy (i.e., how many employees, in what areas, etc.).

Scope of this study

In addressing the above noted four questions, PwC completed the following tasks:

- Held a conference call with the City to obtain background operating information on the Essar Centre, and in particular staffing levels, by area;
- Identified alternative venue management options currently in use at other comparable venues, including (i) City-run, (ii) managed, programmed and operated by a third party management team, and (iii) municipally-staffed and managed with marketing and event attraction managed by a third party;
- Held discussions with venue managers and / or senior municipal representatives at a select number of venues utilizing each venue management model, to better understand the specific nature of their venue operating model, their success, issues and shortcomings, operating history, staffing models and levels, etc.;
- Summarized the main features of each venue management option, as well as their generally-regarded advantages and disadvantages, and the pros, cons and limitations and that facility operators and municipal officials have experienced;
- Noted staffing levels by functional area at a select number of facilities housing Ontario Hockey League teams; and
- Documented the foregoing into a summary report evaluating potential venue management options.

Report structure

Including this introductory section, the Report is divided into four sections:

- an overview of facility management models, noting their pros and cons, and which Ontario facilities serving as the home venue to an Ontario Hockey League team, utilize these models;
- an overview of facility staffing levels, by functional area;
- a presentation of the pros and cons of potential management options and considerations regarding next steps for the City to consider; and
- PwC's concluding thoughts.

Restrictions and limitations

The intended use of this Report is an overview of mid-size sports and entertainment centre facility management models currently in use in Ontario. In completing aspects of this Study, PwC relied upon certain information provided in confidence which cannot be wholly disclosed.

This Report has been prepared at the request of the City of Sault Ste. Marie for advice and use in evaluating potential management options and models for the Essar Centre; our Report is not intended to be used for any other purpose. We do not assume any responsibility or liability for losses incurred by the City of Sault Ste. Marie, its employees or by any other parties as a result of the circulation, publication, reproduction or use of this Report contrary to the provisions of the preceding paragraph. We reserve the right to review all information and / or calculations included or referred to in our Report and if we consider it necessary, to revise our Report in the light of any information which becomes known to us after the date of this Report.

2. Assessment of Potential Operating Models

Introduction

The Ontario Hockey League (“OHL”) is one of the three Tier I Major Junior A Hockey leagues operating in Canada. The OHL is a 20-team league with 17 of these teams based in Ontario; the remaining three teams are based in the United States (two teams, Plymouth and Saginaw, are based in Michigan, while one, Erie, is based in Pennsylvania). Of the 17 Ontario-based teams, 14 are based in Southern Ontario, while three (North Bay, Sudbury and Sault Ste. Marie) are based in Northern Ontario.

The 17 Ontario-based OHL teams play in mid-size areas / sports and entertainment centres of varying sizes, ranging from approximately 3,500-person capacity in Owen Sound, to almost 10,000 in Ottawa. While each of the facilities is municipally-owned, the day-to-day operations of those facilities range between municipally-managed, to privately-managed, to a combination of municipal operations and private marketing and event promotion (see Figure 1, following).

Figure 1
OHL Arenas, noting capacity and operational responsibility

City	Arena / Facility Name	Year Opened	Operational Responsibility
Kitchener	Memorial Auditorium	1950	municipal
Sudbury	Sudbury Community Arena	1951	municipal
North Bay	Memorial Gardens	1955	municipal
Peterborough	Memorial Centre	1956	municipal
Ottawa	Civic Centre Arena	1967	municipal
Belleville	Yardmen Arena	1978	municipal
Owen Sound	Bayshore Community Centre	1983	municipal
Barrie	Barrie Molson Centre	1996	municipal
Mississauga	Hershey Centre	1998	private (SMG)
Sarnia	RBC Centre	1998	private (proposed to be municipal)
Guelph	Sleeman Centre	2000	municipal (was initially private)
London	Budweiser Gardens	2002	private (Global Spectrum)
Oshawa	General Motors Centre	2006	private (Global Spectrum)
Kingston	Rogers K-Rock Centre	2008	private (SMG)
Windsor	WFCU Centre	2008	municipal with programming and event promotion done privately (Global Spectrum)
St. Catharines	Meridian Centre	2014	private (SMG)
Sault Ste. Marie	Essar Centre	2005	municipal

It is interesting to note from Figure 1 that:

- Older venues (i.e., those dating from before 1995) are exclusively municipally operated;
- Newer venues (i.e., those dating from 1995) are almost exclusively privately operated, the exceptions being Barrie (which opened in 1996), Windsor (which outsourced only its event programming and marketing activities to Global Spectrum) and Sault Ste. Marie;

- Of the “newer facilities”, one municipality (Guelph) has since taken over operating responsibility from its private operator. It has also been recommended that the City of Sarnia take over operating responsibility of the RBC Centre from its private operator (the owner of the OHL Sarnia Sting); and
- One of the newer facilities (Oshawa) changed private facility management firms from Maple Leaf Sports and Entertainment (to whom it originally awarded a contract) to Global Spectrum.

Why private management

As can be inferred from the above discussion, a number of municipalities have turned to professional “public assembly facility management companies” to assist in, or take over the day-to-day management, marketing, programming and / or operation of their sports facility / arena. While the prime impetus for changing from public to private management is varied, in Ontario it would appear that the decision to retain such services has coincided with a decision to replace the municipality’s aged arena with a new “sports and entertainment facility”. Generally such older facilities were simply hockey arenas – they were managed as arenas (both for semi-professional and minor hockey) and occasionally were able to attract a non-hockey spectator event. However, these venues were not generally marketed as entertainment venues. When these arenas were used as a venue for staging concerts and other entertainment, their building managers generally undertook little marketing and operated the facility as a pure “rental venue”.

With the decision to replace these aged facilities with newer, state-of-the-art facilities that are designed to be capable of hosting a broad range of entertainment events, some municipalities looked at their operating structure, and at the effectiveness and capabilities of their staff to effectively market and program these facilities and elected instead to retain the services of a private facility management firm.

Among the cities in Ontario and Western Canada that have elected to utilize private facility management for their mid-sized (i.e., 4,000- to 10,000-seat) arenas are:

- Victoria BC (RG Properties);
- Abbotsford BC (Global Spectrum);
- Langley BC (Ten Fleet Sports);
- Penticton BC (Global Spectrum);
- Chilliwack BC (Chilliwack Chiefs Development Group Limited Partnership);
- Kelowna BC (RG Properties);
- Dawson Creek BC (Global Spectrum);
- Medicine Hat AB (SMG);
- Windsor ON (Global Spectrum, event marketing only);
- Sarnia ON (initially managed by Lauridon Sports Management and then the Sarnia Sting; in late November 2013, a recommendation was forwarded to Sarnia City Council for the City to assume management responsibilities of the RBC Centre);
- London ON (Global Spectrum);
- Guelph ON (Nustadia initially, now city-run);
- St. Catharines ON (SMG);
- Hamilton ON (municipal arm’s length corporation initially, now Global Spectrum);
- Mississauga ON (SMG);
- Brampton ON (Realstar Group);
- Toronto – Mattamy Athletic Centre (Global Spectrum);
- Toronto – Ricoh Coliseum (Maple Leaf Sports and Entertainment);
- Oshawa ON (Maple Leaf Sports and Entertainment initially, now Global Spectrum); and
- Kingston ON (SMG).

Based on discussions with facility managers and city officials, the rationale for choosing to retain a private facility management firm (versus operating the venue publicly) includes the following:

- Gaining access to the entertainment and event promotion / agent industry. Each of the above noted municipalities constructed new facilities which offered a greater ability (compared to the building they replaced) to stage concerts and special events. Given the capital outlay which these municipalities made, coupled a perceived lack of experience, insight, knowledge and access their staff had to the entertainment industry, a strategic decision was made to retain such experience and access through a private facility management firm.

In some instances, these projects were pursued as part of a public-private partnership process and required that respondents to their RFP process propose a comprehensive team with experience in all facets of sports and entertainment facility management. In other instances, a separate procurement process was utilized to identify and retain such a firm.

- Revenue maximization. In retaining private managers, it was felt that these private companies would be better able to negotiate more lucrative deals with promoters, sponsors, suite holders, club seat holders, other rights holders, food and beverage providers, and with the lead hockey tenant. In addition it was felt that a private entity would be able to drive higher revenues within the venue, including enhanced revenues through improved event ticket sales, higher concession sales, etc.
- Management efficiencies and cost containment. As part of a wider corporate entity that is distant from municipal politics and controls, it was felt that a private management firm would have a greater ability to implement strategies and protocols to streamline decision making (for example, in contract negotiation). In addition, experienced management firms generally have business and information systems specifically designed for the facility management industry and have a network of facilities that can benefit from such areas as bulk purchasing.
- Marketing / branding. Similar to the comments forwarded above relating to access to the entertainment / event industry, it was felt that private facility managers were able to more effectively brand and market a venue. In this manner, best practices and emerging trends gleaned from other venues managed by them are able to be quickly implemented (as opposed to potentially taking longer to reach municipal staff through their more informal information sharing networks).
- Pre-opening services and support. One of the key benefits provided by private facility managers would occur during the planning, designing, testing and commissioning of a new venue. Given that most municipal staff may never have been involved in such a process previously, the private management firm would be able to draw upon their experiences from opening other facilities.
- Separation of “municipal responsibility and influence”. Because private facility managers operate a municipality’s venue pursuant to a management contract which specifically outlines the terms and conditions of how the venue is to be operated, with annual operating budgets submitted for approval, the venue itself is able to be operated outside the day-to-day influences and “politics” of traditional municipal operations (for example, a user cannot go to the city and attempt to circumvent the venue manager’s operating agreement with the City and get, for example, preferential treatment).

Services provided by private management companies

Services provided by private management companies sometimes include the following:

- Pre-opening services and support
 - Design review and consulting
 - Furniture, fixture & equipment procurement
 - Pre-opening marketing and branding
 - Pre-opening operations timelines / schedules

- Financial operations
 - Standardized reporting with individual client customization
 - Benchmarking to ensure expenses and revenues meet or exceed industry standards
 - Internal controls / audits to ensure compliance with client requirements
 - Training programs for industry specific conditions
- Revenue maximization
 - Industry recognition via private management “brand” reputation
 - Identification / creation of existing and future revenue sources
 - Leading edge identification of new advertising and sponsorship technologies via international facility network
- Tenant / lessee relations
 - Negotiation and maintenance of tenant leases
 - Experience and access to historical records on deal negotiation / structure with major national / international touring events
 - Devising marketing partnerships / initiatives with tenants, facilities and host communities
- Human resources and professional development
 - Provision of professionally trained, experienced managers with full corporate support for all disciplines
 - Proprietary training programs / conferences
 - Organized labour negotiations / relationships
- Risk management
 - Contracts / license agreement support
 - Development of standardized agreements
 - Insurance procurement and preferred pricing through volume arrangements
- Operations
 - Best practices programs
 - Proprietary software
 - Master service agreements
 - Preferred vendor relationships / pricing through national and international supplier relationships
 - Venue assessments
- Marketing / branding
 - Multi-venue cooperative advertising
 - Cooperative lead generations
 - Promotional exposure opportunities through corporate brand support
- Live entertainment and sports programming
 - Dedicated corporate event booking and promotion department
 - Proprietary booking software
 - Multi-venue / multi-date booking leverage
 - Event promotion
 - Programming development through early identification of new touring events
 - On-going industry exposure opportunities through trade shows, conferences and industry trade publications
- Municipal partners maintain control
 - Annual approval of operating and capital budgets
 - Direction and supervision of policy
 - Regular financial and management reports
 - Accountability

Cost of services

In retaining a private facility management company, these entities are paid a management fee, a charge which essentially compensates the facility management company for their accumulated expertise, knowledge, processes, systems, industry contacts, etc. Depending on the nature and type of services provided by the private facility management company (and agreed to by the municipality), the management fee payable to the manager could range from approximately \$150,000 to \$250,000, or more per year, plus incentives. By way of example:

- Global Spectrum was to have been paid \$169,000 in 2013 (with this fee increasing by 3% annually through 2017) plus an incentive fee equal to 20% of any betterment in net facility financial performance for managing the EnCana Event Centre in Dawson Creek BC (i.e., if Global Spectrum is able to better the net operating position of the EnCana Centre by \$100,000, it would receive \$20,000 as an incentive bonus).
- SMG was paid approximately \$130,000 per year for operating the Rogers K-Rock Centre in Kingston ON between 2009 and 2011. Under their recently renewed contract, SMG waived their fixed management fee, receiving instead a share of facility operating surpluses, based on approved budgets. In this instance, SMG and the City will annually agree on a base net operating position for the Rogers K-Rock Centre – if SMG is able to achieve the facility's operating results it will receive a management fee, if it achieves better than projected operating results, it will also receive a share of those surpluses (and an increasingly larger share for significantly better results).

It should also be noted that the facility manager will operate the venue according to the agreement entered into the between the municipality and the manager, and will annually provide a detailed business plan, operating strategy and financial plan. In almost all instances, the net financial position of the facility will be the responsibility of the municipality (i.e., if the facility loses money, the municipality will be required to fund such operating losses; if the venue makes money, the municipality will receive 100% of such net revenues, less any incentive fees due the operator).

In limited examples, the facility operator has agreed to fully or partially fund operating losses, to the extent they occur. Examples of where the facility operator has accepted operating financial risk includes London (Budweiser Gardens) and Victoria BC. Examples of where the facility operator has accepted partial financial risk includes Brampton (where the city underwrites the first \$0.5 million of pre-debt service operating losses, the private operator underwrites any operating losses between \$0.5 million and \$0.75 million, and the private operator and city equally underwrite any pre-debt service operating losses over \$0.75 million).

In addition, it should also be recognized that included among the operating costs of the venue are the salaries and benefits of all facility operations and event staff, including building management (i.e., while staff will remain in the employ of the facility management company, their salaries and benefits are responsibility of the venue to pay).

Pros and cons of venue management options

The following generally comprise some of the advantages and disadvantages of various venue management options:

City run

Pros

- Building and facility management personnel are generally known within the local market and as such are able to provide local knowledge and insights to the broader entertainment market and with the municipality (i.e., they do not need to establish and develop relationships with local parties)
- Facility can become part of the Venue Coalition (a formal network of 57 venues, including 12 venues in BC, Alberta, Saskatchewan, Manitoba, and Ontario, along with 45 U.S.-based venues) and the International Association of Venue Managers, an industry organization that provides support, dialogue and information to members (in addition to informal association of venues across North America)
- Management generally knowledgeable of municipal processes and protocols
- Management generally seen by the public as being more responsive

Cons

- No formal supportive network (apart from potential “membership” in Venue Coalition) for best practices, emerging trends, lead generation, multi-booking leverage, early lead generation, live entertainment / sports programming, contract negotiation, sponsorship identification and negotiation, etc.
- Questionable ability to access specialized expertise to effectively manage the facility to secure events
- Ability and willingness to assume some degree of event risk (whether through co-promotion or purchasing of events)
- Operations would be subject to municipal control and “influence”
- Ability to negotiate favourable rental contracts with promoters and building tenants

Privately run

Pros

- Assumed better access to the entertainment and event promotion / agent industry
- Assumed access to a formal supportive corporate network of venues and professionals for best practices, emerging trends, lead generation, multi-booking leverage, early lead generation, live entertainment / sports programming, etc.
- Assumed experience in negotiation and maintenance of tenant leases, sponsorships agreements, marketing arrangements, etc.
- Assumed access to established operating protocols and best practices
- Regular (monthly / quarterly / annual) financial reporting of operating budgets, with budgets annually approved by the city
- Not subject to municipal control and “influence”

Cons

- Lead time to develop local knowledge, insights and relationships
- City responsible for payment of management fee plus any incentive fee (cost-benefit?)
- Private manager generally has no capital invested in building
- Management fee seldom put at risk
- No guarantee that private manager would operate the venue more effectively
- City remains responsibility for any operating losses incurred by the building
- Event attraction philosophy compared to municipal expectations (including ability to accept event risk)
- Ability of City to negotiate an appropriate management contract

Hybrid (publicly operated with third party used for event marketing)

Pros

- In addition to those advantages listed in relation to a municipal-run model, additional benefits are assumed to include an enhanced ability to broaden relationships across the live entertainment industry
- An assumed enhanced access to the entertainment and event promotion / agent industry

Cons

- Overlap / duplication of responsibility between existing management and new service provider
- City responsible for payment of management fee plus any incentive fee
- No guarantee that the event marketing agent would secure profitable events (and depending on the nature of their agreement, the marketing / event promotion firm would still receive a commission for securing that event)
- City remains responsibility for any operating losses incurred by the building
- Event attraction philosophy compared to municipal expectations (including ability to accept event risk)
- Ability of City to negotiate a fair management contract

3. Staffing models

As part of its mandate, PwC was also asked to identify facility staffing models and hierarchies used in other venues housing OHL teams (i.e., how many employees and in which areas). In compiling such information, PwC contacted and held discussions with municipality management staff at a number of facilities, as well as with management of private facility management companies to identify their total staffing complements. In this regard, discussions were held with operators at the following facilities:

- Sarnia (RBC Centre);
- Guelph (Sleeman Centre);
- Windsor (WFCU Centre);
- Oshawa (General Motors Centre);
- St. Catharines (Meridian Centre); and
- Kingston (Rogers K-Rock Centre).

RBC Centre

While currently operated privately, a recommendation has been made to the City of Sarnia to take over operations of the RBC Centre. If the city were to take over the operations of this facility, it was reported that the city would likely implement the following operating model:

- The city would retain a facility manager who would have overall responsibility for the operations of the venue. Reporting to the facility manager would be approximately six employees, including approximately two administrative support personnel and approximately four operational support personnel.
- It was estimated that part-time support and operations staff would be kept to a minimum
- Facility marketing would become the responsibility of Community Services marketing personnel who would also have responsibility for marketing other city facilities, parks and programs to sponsors, advertisers and other prospective corporate partners.
- Facility cleaning and janitorial would likely be contracted out (both daily cleaning / janitorial and post-event clean-up).
- Concessions would likely also be contracted out (and the city paid a fee by the selected concession operator).
- Game day event staff is assumed to be the responsibility of the OHL team to provide.
- Similarly, staffing and operation of the box office is assumed to the responsibility of the OHL team.

In summary, it would appear that the municipal operations of the RBC Centre would consist of six full time staff (manager, admin and operations) along with a limited number of part-time staff. Facility marketing for advertising and sponsorships would become a corporate responsibility of the city of Sarnia (along with other municipal facilities and parks) and other functions would either be outsourced (janitorial and concessions) or their operational responsibility transferred to the OHL team.

As we understand it, municipal staffing at the RBC Centre would be positioned within a stand-alone department with the “Parks and Recreation” department and reporting directly to the City’s Director of Parks and Recreation.

Sleeman Centre

When initially developed, the Sleeman Centre was operated privately (by Nustadia). In approximately 2005, the city of Guelph assumed operations. As we understand it, the Sleeman Centre now operates with a full-time complement of one facility manager, and two supervisors (one overseeing operations, and one overseeing the operations of the food & beverage department). Within the central administrative office of the Sleeman Centre there are an additional three full-time staff, including an administrative assistant, a customer service representative, a finance person and a part-time banking / reconciliation assistant. The Sleeman Centre does not have a dedicated marketing / event promotion function (this is the responsibility of the facility manager), and the facility operates as a pure rental venue.

Within the operations department, there are reported to be approximately 4.5 FTEs , one cleaner and 3.5 maintenance staff. In addition, there are an estimated ten part-time / casual staff that assist on evenings and weekends.

Within the food & beverage department, there are a reported two coordinators, one related to restaurant and alcohol sales, the other relating to suites and concessions. In addition, there are an estimated 60 part-time / casual staff that support concession operators, food preparation, dishwashing, etc.

Finally, the Sleeman Centre employs an event staff crew of approximately 50 to 60 part-time individuals (who work in two crews of between 25 and 30 individuals at a time). These individuals function as ticket takers, ushers, suite hosts / hostesses, etc.

As we understand it, the Sleeman Centre is part of the City's Culture and Tourism department within its Community and Social Services division. This department develops and delivers creative, compelling and innovative programs that improve Guelph's quality of life and community well-being, and offers activities that make the city more inclusive and appealing for residents, businesses and visitors and allow Guelph to bring in revenue from outside the city. The department coordinates programming, marketing, fundraising and other activities to support events, exhibits and performances in the city's culture and entertainment facilities, including the Market Square, River Run Centre (performing arts venue), the Guelph Civic Museum, John McCrae House and the Sleeman Centre.

With the City's Culture and Tourism department, the Sleeman Centre's facility management reports directly to the General Manager of Culture and Tourism, and the Sleeman Centre's facility manager manages all aspects of the facility's operations. Sleeman Centre staff are responsible for the day-to-day operations and programming of the facility, creating and managing its operating budget, and tracking key performance indicators (including, for example, "per cap" food and beverage sales).

Figure 2
City of Guelph Culture and Tourism department organizational chart

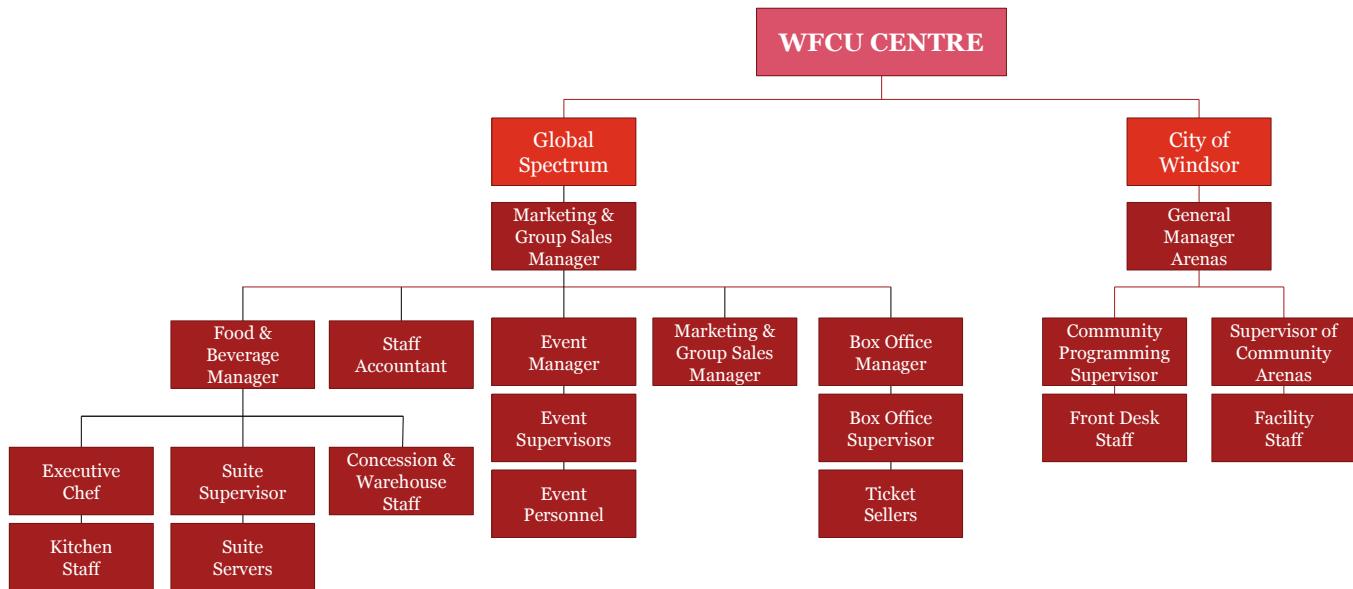


WFCU Centre

The WFCU Centre in Windsor consists of a 6,500 spectator facility and adjoining 3-pad community recreational ice facility. The WFCU Centre also contains meeting rooms, a reception banquet hall, a sports gym, and leisure gym. The WFCU Centre is operated on a day-to-day basis by the City of Windsor, and its staffing complement includes a general manager, community programming supervisor, operations supervisor, a number of facility staff (operations, maintenance, etc.) and front desk staff.

Event programming, marketing, food and beverage operations and the facility's box office are all staffed by employees of Global Spectrum. Global Spectrum employs nine full time people at the facility (including its General Manager of Events, Food & Beverage General Manager, Event Manager, Marketing & Group Sales Manager, Box Office Manager, Box Office Supervisor, Staff Accountant, Suite Supervisor and Executive Chef), in addition to numerous part-time staff (kitchen staff, suite servers, concession & warehouse staff, event supervisors and staff, and ticket sellers).

Figure 3
WFCU Centre organizational chart



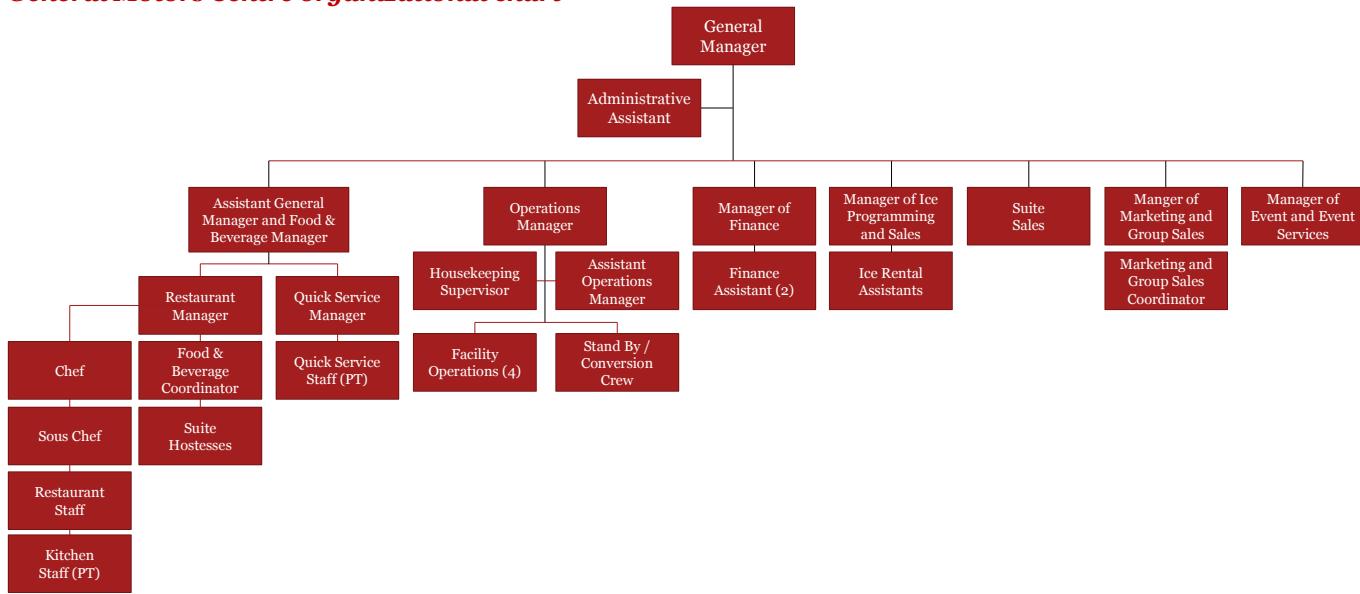
General Motors Centre

Unlike the WFCU Centre, the entire operations of the GM Centre are privately managed by Global Spectrum under contract from the City of Oshawa. The GM Centre's organizational structure is divided into eight functional areas reporting to a General Manager, including the following:

- Food & Beverage. Includes an overall manager (who also serves as the facility's assistant general manager), a restaurant manager, concessions manager, f&b coordinator, chef and sous chef, in addition to numerous part-time staff (restaurant staff, kitchen staff, concession staff and suite hostesses).
- Operations. Includes an overall operations manager, along with an assistant operations manager, housekeeping supervisor, four facility operators and a part-time stand-by / facility conversion crew.
- Box Office. Includes an overall box office manager, along with an assistant box office manager and part-time ticket sellers.
- Finance. Includes a manager of finance and two finance assistants.
- Ice Programming and Sales. Includes a manager of ice programming and sales and an ice rental assistant.
- Suite Sales. Includes a suites manager.
- Marketing and Group Sales. Includes a manager of marketing and group sales and a marketing and group sales coordinator.
- Events Services. Includes a manager of events and event services.

In total, the GM Centre employs approximately 26 full-time staff in addition to numerous part time staff.

Figure 4
General Motors Centre organizational chart



Rogers K-Rock Centre

The Rogers K-Rock Centre is privately managed by SMG under contract from the City of Kingston. The Rogers K-Rock Centre's organizational structure is divided into six functional areas reporting to a General Manager, including the following:

- Food & Beverage. Includes a food & beverage director, coordinator of suites and catering and a manager of concessions, in addition to numerous part-time staff (kitchen staff, concession staff and suite hostesses).
- Operations. Includes two directors of operations, a manager of operations and three facility operators, in addition to part-time stand-by / facility conversion crews.
- Box Office. Includes a manager of ticketing services and a coordinator of ticketing and premium services (in addition to part-time ticket sellers).
- Finance. Includes a director of finance, an accountant and an accounting clerk.
- Sales and Marketing. Includes a director of sales and marketing and a manager of sales.
- Events Services. Includes a manager of event services.

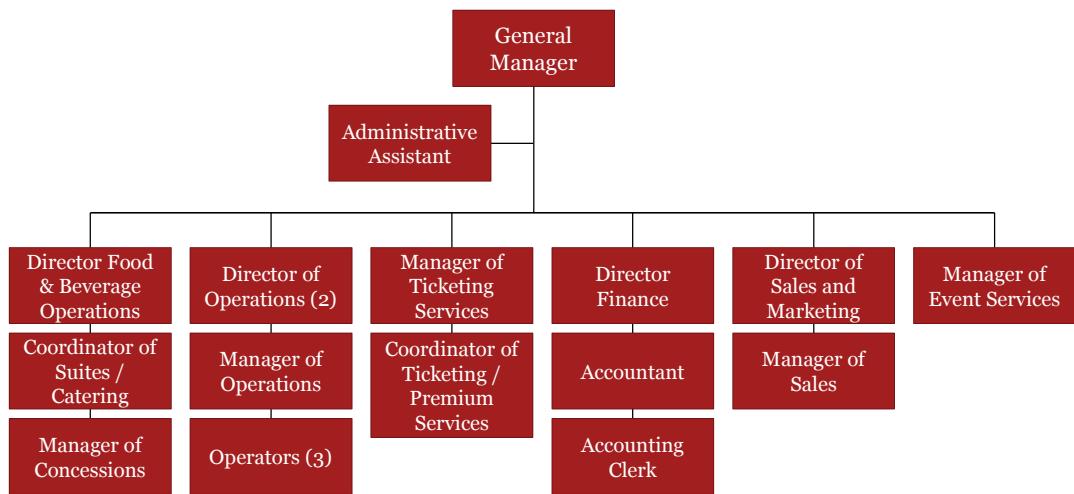
In total, the Rogers K-Rock Centre employs approximately 19 full-time staff in addition to numerous part time staff.

Meridian Centre

The Meridian Centre is privately managed by SMG under contract from the City of St. Catharines. The Meridian Centre is currently under construction with an expected grand opening in the fall of 2014. The facility's organizational structure is similar to that of the Rogers K-Rock Centre, and is divided into six functional areas reporting to a General Manager, including the following:

- Food & Beverage. Includes a food & beverage director, a coordinator of suites and catering, and a manager of concessions, in addition to numerous part-time staff (kitchen staff, concession staff and suite hostesses).
- Operations. Includes a director of operations, a manager of operations and three facility operators, in addition to part-time stand-by / facility conversion crews.

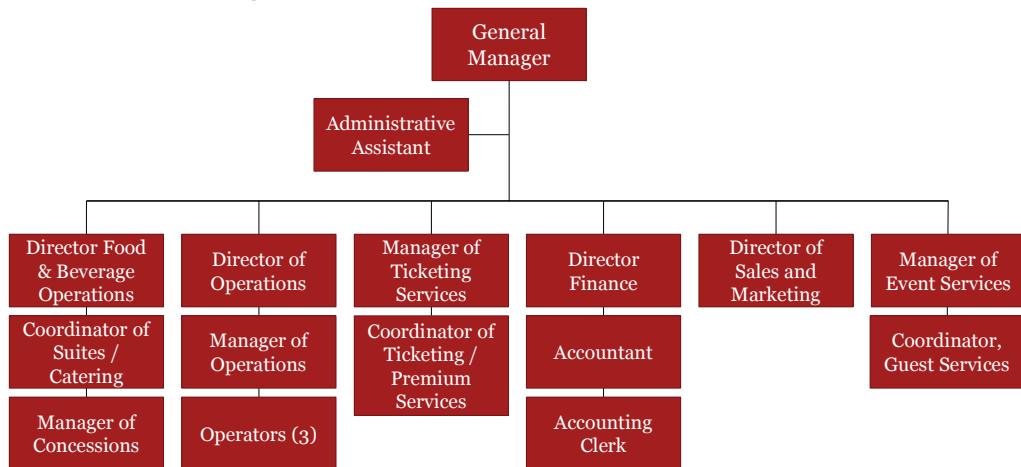
Figure 5
Rogers K-Rock Centre organizational chart



- Box Office. Includes a manager of ticketing services and a coordinator of ticketing and premium services (in addition to part-time ticket sellers).
- Finance. Includes a director of finance, an accountant and an accounting clerk.
- Sales and Marketing. Includes a director of sales and marketing.
- Events Services. Includes a manager of event services and a coordinator of guest services.

In total, the Rogers K-Rock Centre employs approximately 18 full-time staff in addition to numerous part time staff.

Figure 6
Meridian Centre organizational chart



Summary

The size of the overall staffing complement at municipally- and privately-managed mid-sized sports and entertainment facilities varies widely and depends, in part, on the following:

- the size and design of the venue;
- the number and type of events programmed into the facility;
- whether operating departments like ticketing, marketing, food and beverage operations, finance, etc. are maintained in-house;
- whether event staffing is maintained in-house (or their responsibility transferred to the OHL team); and
- the level of event promotion and facility marketing undertaken.

Based on the above presented review, and with our understanding of the operations of other publicly- and privately-operated spectator facilities, it would appear that publicly-run venues maintain a smaller day-to-day staff complement, particularly at the senior and departmental manager levels. It would also appear, from a building operations perspective that most facilities, including both publicly- and privately-operated facilities, rely on a total staff complement of approximately four to six people.

One commonality between the public and privately managed facilities reviewed was that their operations were structured within a separate operating division (whether as a sub-department within a municipal operating department or as a stand-alone operating division of a private facility management company). In addition, assigned staff (both upper management and day-to-day operational staff) are exclusive to the facility (i.e., their day-to-day responsibilities are exclusively at the facility).

4. Process for Public-Private Evaluation

In the past, the City has elected not to utilize the services of a private facility management company. As noted previously, since the opening of the Essar Centre in 2006, the Essar Centre has consistently achieved positive net financial operating results when compared to the Memorial Centre and has done so under an event promotion mandate of taking very little to no risk.

If the City were to consider making a change in its approach to the management and operation of the Essar Centre, we believe it would be prudent for the City to assess a number of elements prior to formalizing any decision in this regard. In particular, we believe that the City should complete the following assessments in order to understand if the benefits which could be achieved through the use of a private manager outweigh the costs, and whether the City could achieve cost saving by outsourcing all or part of the operations of the Essar Centre:

- Evaluating the nature of the Sault Ste. Marie market in terms of the number of non-hockey spectator events it could realistically attract in a given year, an assessment which should consider both the size and nature of the Sault Ste. Marie market as well as the physical capacities of the Essar Centre to attract and stage such events. Conducting such an assessment and comparing this to the historic event attraction success of the Essar Centre would allow the City to ascertain whether additional events could be attracted to the facility.
- In conjunction with the market assessment, the City should also assess the level of “event promotion risk” it may be willing to take on in order to position the Essar Centre to attract a greater number of events (i.e., would the City simply market the Essar Centre as a rental building, or would it be willing to take on some event risk and either co-promote an event with a promoter in order to secure an event, or take on full event risk and actually purchase and promote some shows in order to secure more events for the facility). Similar to the first item, such an assessment could provide the City with an indication of the likelihood that it could generate additional non-hockey spectator events, the nature of such events it could attract, and the potential risks (including financial risks) that it would be liable for (the reader should note that in the past, the City has not been prepared to take on event risk, choosing instead to operate the Facility as a rental venue).
- Thirdly, the City should undertake a high level review and evaluation of the City’s current operations at the Essar Centre to determine whether greater operating efficiencies and / or cost savings could be identified while still maintaining municipal operating responsibility.
- Fourth, the City should also consider the range of services it would want a third party facility management company to perform at the Essar Centre (i.e., would it enter into a comprehensive agreement with such a firm to manage, operate, market and program the facility, operate the box office and assume all food and beverage operations, or would the City want to retain some operating and building management responsibilities and therefore have the management firm take on a more limited role, including for example, building marketing, promotion and some facility programming).
- Finally, and depending on the outcomes of the aforementioned reviews, the City should identify the terms, conditions and financial requirements and responsibilities surrounding how it would want to procure the services of a facility manager.

Armed with the results from such reviews, the City would be able to identify how many more non-hockey spectator events, if any, it would be able to attract to the Essar Centre, how much event risk it would be required to take on to attract those events (and whether such arrangements would be acceptable to it), and whether it would be able to restructure its operations to improve its bottom-line performance.

If it is felt from these reviews that, from a cost-benefit perspective, moving to either full or partial private management of the Essar Centre could be in the City's best interest, then understanding which services it would want to retain a private facility manager to perform, and the desired terms and conditions of its agreement with the private facility management firm would need to be identified.

5. Final Thoughts

As the reader will note, there are a number of advantages and disadvantages to any potential building operating model. The City should note that there is no guarantee that private management of the Essar Centre would allow the facility to generate a lower operating deficit or if facility operations could be improved to enable the facility generate a net operating profit. It may be possible for a private manager to bring in a larger number of non-hockey spectator events, streamline operations and / or generate additional revenues from such areas as food and beverage operations and sponsorships; however, in order to improve the facility's bottom line performance, overall operating revenues would need to be improved and / or operating expenses reduced to fully cover the facility manager's management fee and staffing costs.

If the City elects to retain municipal operating control of the Essar Centre, it is recommended that consideration be given to the facility having its own staffing hierarchy within the Community Services Department. In this instance, the Essar Centre's manager would report directly to, for example, the City's Commissioner of Community Services, while all required sub-management and staff would report up to the facility manager (including facility operations staff, administrative support, box office, food and beverage / concessions, event staff, etc.). As is done in other municipal operations, the manager would also take on marketing and promotion responsibility for the facility.

Appendix A

General Assumptions and Limiting Conditions

General Assumptions and Limiting Conditions

1. The use of any Projection made in conjunction with this Report may not be appropriate for use outside of its intended purpose. The Projection, if made, will not reflect actual development, economic, demographic and / or financial results, may reflect a possible scenario for the possible management and operation of the Essar Centre in Sault Ste. Marie, Ontario during the Projection Period, given PwC's judgment as to a probable set of economic conditions, together with the hypotheses which are consistent with the purpose of the Projections. Scenarios produced in conjunction with our analysis may contain hypotheses and assumptions which are based on a set of economic conditions or anticipated courses of action that are not unreasonable, are consistent with the purpose of the projections, but which will not materialize as set out therein. The hypotheses represent plausible circumstances, but need not be, and may not have been fully supported.

Since future events are not subject to precise projections, some assumptions will not materialize in the exact form presented by our analysis. In addition, other unanticipated events and circumstances may occur which could influence the future performance of the Essar Centre. Therefore, the level of growth which will occur in the future will vary from the analysis of prospective market and economic conditions set out therein. While there is no recourse to predicting these matters with certainty apart from informed and reasoned judgments, it must be stated that future events will lead to variations in performance which may materially alter the success and performance of the Essar Centre. PwC does not warrant that actual results achieved during the Projection Period will be the same, in whole or in part, as those shown in the Projection. The Projection is based on hypotheses and there is a significant risk that actual results will vary, perhaps materially, from the results projected.

2. Unprecedented and ongoing events in the financial and credit markets have resulted in an uncertain and volatile economic environment. While some historic initiatives are being investigated by the U.S. Treasury and Federal Reserve, as well as other Central Banks to halt the disruptions in capital markets, there is still considerable uncertainty about the near to medium term outlook. Any continued constriction of the credit markets, along with weakening economic fundamentals may impact all asset classes both in terms of value and liquidity. While the Canadian economy may not yet have been impacted significantly, that situation may not continue. Given volatility within the current environment, of necessity, this report has been based on the assumption that the economy will remain stable without further significant disruptions and deterioration in credit availability.
3. Responsible ownership and competent property management are assumed.
4. Information furnished by others upon which all or portions of this report are based, is believed to be reliable, but has not been verified in all cases. No warranty is given as to the accuracy of such information.
5. Our report and work product cannot be included, or referred to, in any prospectus, securities and exchange commission filing or other public investment document.
6. The intended use of this report is as a high level review of operating models for mid-sized sports and entertainment facilities. This report is for informational purposes only.
7. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, provincial, or national government or private entity or organization have been, or can readily be obtained, or renewed for any use on which the estimates provided in this report are based.
8. No investigation has been made of, and no responsibility is assumed for, the legal description or for legal matters including title or encumbrances. The Essar Centre site is assumed to be free and clear of liens, easements, encroachments and other encumbrances unless otherwise stated.

-
9. Full compliance with all applicable federal, provincial and local zoning, use, occupancy, environmental, and similar laws and regulations is assumed, unless otherwise stated.
 10. No responsibility is taken for changes in market conditions and no obligation is assumed to revise this report to reflect events or conditions which occur subsequent to the effective date of this report.
 11. Any financial structure within this report is predicated on the market conditions prevailing as of the date of this report.
 12. Areas and dimensions of any property referenced in this report were obtained from sources believed to be reliable. Maps or sketches, if included in this report, are only to assist the reader in visualizing the property / site and no responsibility is assumed for their accuracy. No independent surveys were conducted.
 13. It is assumed that there are no hidden or unapparent conditions of the site, subsoil, or structures that affect value. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
 14. No soil analysis or geological studies were ordered or made in conjunction with this report, nor was an investigation made of any water, oil, gas, coal, or other subsurface mineral and use rights or conditions.
 15. Neither PwC any individuals signing or associated with this report shall be required by reason of this report to give further consultation, to provide testimony or appear in court or other legal proceedings, unless specific arrangements thereof have been made.
 16. This report has been made only for the purpose stated and shall not be used for any other purpose. Neither this report nor any portions thereof (including without limitation any conclusions as to value, the identity of PwC or any individuals signing or associated with this report, or the professional associations or organizations with which they are affiliated) shall be disseminated to third parties by any means without the prior written consent and approval of PwC.
 17. We have not been engaged nor are qualified to detect the existence of hazardous material which may or may not be present on or near the property. The presence of potentially hazardous substances such as asbestos, urea-formaldehyde foam insulation, industrial wastes, etc. may affect the value of the property. The estimates presented herein are predicated on the assumption that there is no such material on, in, or near the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client should retain an expert in this field if further information is desired.
 18. We have not audited or otherwise verified any capital costs associated with the Essar Centre.

Appendix C - Event Recap

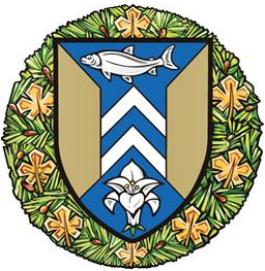
EVENT	DATE	DAYS	TYPE
Soo Thunderbird Game	January 2017	1	Sporting Event
Brad Paisley	February 2017	1	Concert
NHL Alumni Hockey Tour	February 2017	1	Sporting Event
Festival of Stars	February 2017	3	Special Event
Wacky Wings Family Skate	February 2017	1	Special Event
Soo Thunderbird Games	March 2017	2	Sporting Event
Open Ice 3 on 3 Tournament	April 2017	4	Tournament
#youthesoo	May 2017	1	Special Event
Festival of Reading	May 2017	1	Special Event
TRAXXAS Monster Truck Tour	May 2017	1	Sporting Event
Super Circus	May 2017	1	Special Event
St. Mary's Graduation	May 2017	1	Special Event
Watchtower Convention	July 2017	4	Convention
Algoma Regional Skating	September 2017	1	Special Event
Dokken with Firehouse	September 2017	1	Concert
Steel City Tournament	November 2017	2	Tournament
Pinty's Grand Slam of Curling	November 2017	5	Sporting Event
Remembrance Day	November 2017	1	Special Event
Tenaris Christmas Party	December 2017	1	Special Event
Greyhound Games	All Year	45	Sporting Event
Event Type	Total Days		
Concert	2		
Sporting Event	10		
Greyhound Games	45		
Convention/Special Event	15		
Tournament	6		
	78		

Event Recap 2016

Event Type	Total Days
Sporting Event	17
Greyhound Games	40
Convention/Special Event	19
Tournament	7
	83

2017: 64 events or 78 event days (45 Greyhound games and 19 non-OHL events or 33 event days)

2016: 61 events or 83 event days (40 Greyhound games and 21 non-OHL events or 43 event days)



The Corporation of the City of Sault Ste. Marie

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

July 16, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumieli, Design & Construction Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Great Northern Road/Second Line Traffic Studies

PURPOSE

The purpose of this report is to obtain Council's endorsement and final approval of recommendations within the recently completed Great Northern Road/ Second Line area traffic study.

BACKGROUND

At the 2017 02 06 meeting of Council approved a traffic operations study be undertaken for the area of Second Line East and Great Northern Road which would include a detailed review of the Second Line East and Old Garden River Road intersection. The study was also to look at existing commercial access and future development in the area.

At the 2017 06 26 Council approved expanding the scope of this study to include active transportation within the same study limits.

ANALYSIS

The Great Northern Road/Second Line Traffic Studies have been separated into two reports; Volume 1: Road Network and Access and Volume 2: Active Transportation. Volumes 1 and 2 of the study can be accessed at www.saultstemarie.ca/SecondLineGNRtrafficEA. The Engineering Division views these two reports as master plans for this area. They illustrate the following current and future improvements that the City should be either implementing or planning for:

Volume 1: Road Network and Access:

- Proceed with Sackville extension to Third Line per completed Environmental Assessment (EA)
- Proceed with signal optimization and turning phase improvements, particularly at Second Line and Old Garden River Road

Great Northern Road/Second Line Traffic Studies

2018 07 16

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- Complete an EA for extending Industrial Park Crescent southerly to new traffic signals on Second Line
- Complete an EA for a connection between Sackville (extended) easterly to Industrial Park Crescent – several alignments would be evaluated (These EA's should be undertaken together)
- Complete an EA for extension of a road from Great Northern Road easterly then southerly to meet Old Garden River Road. This EA will consider the realignment of the intersection of Second Line and Old Garden River Road to eliminate the current skewed angle
- Complete an EA for the extension of Willow Avenue northerly to Second Line.

Volume 2: Active Transportation (AT):

- The AT portion of the study endorsed the cycling lanes that are part of the Northern Avenue EA currently being finalized
- Implement bike lanes/multi-use trail on Industrial Park Crescent extending easterly through commercial complex (Walmart) and through wooded area to connect to Hub Trail on Old Garden River Road (requires property purchase or easements)
- Implement Hub trail spoke on north side of Second Line from Old Garden River Road to the Walmart entrance (on Second Line) with cycling facilities continuing northerly adjacent the Walmart entrance to connect to the above noted proposed multiuse trail
- Consider multi-use trail between Industrial Park Crescent and Sackville Road as part of the EA – several possible alignments
- Link may be required on west side of Great Northern Road between proposed new development signals (at Walmart entrance) and Industrial Park Crescent
- Report recommends against the recent proposal to extend a boulevard trail on the south side of Second Line between Great Northern Road and Old Garden River Road. The better option for an east-west AT connection would be bike lanes on Northern Avenue recommended in the Northern Avenue EA. The City should proceed with constructing a concrete sidewalk on the south side of Second Line between Old Garden River Road and Great Northern Road

While new signals being provided under the proposed new development are necessary for access, the report does not consider them an effective solution for resolving current traffic issues. However, they will be a much more feasible location for vehicular and AT connections to the east than Industrial Park Crescent would be.

FINANCIAL IMPLICATIONS

There are no immediate financial implications to this report. As these recommended initiatives are undertaken, staff will request Council approval

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through future capital budget deliberations to retain consultants for future EAs, award of construction contracts and purchase new traffic infrastructure.

STRATEGIC PLAN / POLICY IMPACT

Traffic related recommendations are related to the infrastructure focus area of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2018 07 16 concerning the Great Northern Road/Second Line Traffic Studies be received and the recommendations be used for planning future traffic improvements be approved.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer
705.759.5379
c.rumiel@cityssm.on.ca

URGENT

August 9, 2018

On July 16th, 2018, the city of SSM passed a motion regarding acceptance of the city traffic study which included a paragraph NOT to extend the boulevard trail along Second Line. I have been working to explain the incongruity since.

Since Tuesday August 3rd, the City Clerk has co-operated by allowing a Motion of Reconsideration. However, this requires two city councilors to move and second the motion so we can get a chance to present our views in full at a City Council meeting..

The Water Tower Inn and its supporters only have a day and a half, until Friday, August 10th. Can we stop construction now so we get a chance to explain these new ideas?

My challenge to the city of SSM and particularly to City Engineering and Planning has nothing to do with the Cycling Master Plan. It is about local economic opportunity and mobility.

SUMMARY

The 300 metre trail abutting The Water Tower Inn's property will be best for the city for several reasons:

- It will enhance accessibility for the Cara Community, many of whom use mobility devices.
- It will be convenient and beneficial to Hub Trail users who want to access the west side of Great Northern Rd.
- It will benefit the business of the The Water Tower Inn which pays over \$350,000 in taxation yearly and needs to remain competitive.
- The costs are much greater for a sidewalk. Concrete costs \$250 per square meter. Pavement costs \$50 per square meter. Is the city not in the business of saving money, especially when it benefits the people they serve?
- The city fights the idea based on a cycling study completed over a year ago. Their arguments are really irrelevant to this local economic need which was never part of any past study.

INFORMATION

The city of SSM wishes to build a sidewalk along the Second Line perimeter of the Water Tower Inn property from Old Garden River Rd. to where it abuts the Shell station property. It will hopefully be continued past the Shell station property to Great Northern Road. The sidewalk will be adjacent to frequent large vehicle traffic on Second Line.

The Water Tower Inn prefers, and is lobbying for, an 8 to 9 foot trail which can be located further away from the road. We will transfer 4 feet of land in front of the water tower to the city to make it possible.

The trail best suits the following needs and purposes because it will be directly accessible from The Water Tower Inn property, will tie into the existing Hub Trail and will hopefully lead to the Great Northern Road corner. We feel the trail will:

1. Provide access for the Cara Housing community of 247 units, and facilitate a large number of residents using mobility assistance devices.

2. Benefit the guests of the Inn whom we encourage to get out into the city on bicycles to explore. We even give them bicycles and we anticipate building the fleet.
3. Enhance and theme our environmental culture along our Second Line exposure and enable additional streetscape beautification.
4. Allow users of the Hub Trail, Cara Community housing, our guests and tourists easier access to the many popular restaurants on the western side of Great Northern Road.
5. Improve accessibility from Sault College, and Algoma Health Unit to this large retail area by virtue of jumping off the Hub Trail.

Therefore, this 300 metre trail, though short in length, will have significant economic and social advantage for this area.

This should be our mission!

- We can make the intersection at Great Northern Road very safe by optimizing the traffic lights and painting bolder pedestrian markings.
- We can save thousands and thousands of dollars by constructing a trail rather than a sidewalk.
- We can make thousands of people happy, especially those using mobility devices.

The City Engineering and Planning departments are opponents of this idea even though it can serve hundreds upon hundreds of recreationalists, shoppers and tourists. In 2017 they argued that “we do not want people attracted to the corner of Great Northern Road and the Second Line because it is too dangerous!” It is hard to understand the reasoning because they now insist on building a concrete sidewalk. With an election on the horizon, they hold the cards because councilors may be timid of championing new ideas. [TWO TIMES, the city did not give notice of their intentions to construct in this area which is supposed to be city protocol when any development is planned. This is detrimental to adjacent property owners, especially to a very large tax payer like the Inn]

I think the real reason the City Planning and Engineering department heads do not want a trail is because they see it as promoting a bicycle trail in a location which is contrary to their Cycling Plan. They are obsessed with the idea that all bicycle traffic should travel to the north through the Walmart commercial area and westward through the busy industrial, traversing the city board of works yards. They must purchase property for this to happen, if it ever can.

Is this not a totally different objective compared to our proposed, local 300 metre trail? Are they somehow discarding other civic opportunities especially in partnership with a willing institution?

Thank you for reading this communication.

J J Hilsinger, proprietor of The Water Tower Inn.
Supported by...

BACKGROUND OF PROPOSER

As many people know, I am an avid cyclist who has ventured around the world on exotic trips raising money for community causes. I have a long history in trail development in the Sault and

area for biking and skiing and led the trails advocacy group called STAR, which became directly responsible with Hub trail development under further leadership.

The Water Tower Inn is themed outdoors and promotes visitation to the area as Trailhead for Exploring the Great Lakes Heritage Coast. This is done to encourage guests to stay longer.

In the past, The Water Tower Inn responded to the residents of the Sault by cleaning and repainting the water tower structure at our own cost so this city icon would continue to be a landmark. We continue to maintain this landmark at our cost.

The Water Tower Inn has given more back to this community than many, in the manner of hospital Catscan campaigns to Searchmont Resort development.

When you work so hard for a community in the past, is there not some consideration for your efforts under a logical scenario?

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-134

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for engineering services for the Huron Street Pump Station.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and AECOM Canada Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services for the Huron Street Pump Station

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 13th day of August, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

2017

Consulting Engineers of Ontario (CEO)
in partnership with the
Municipal Engineers Association (MEA)

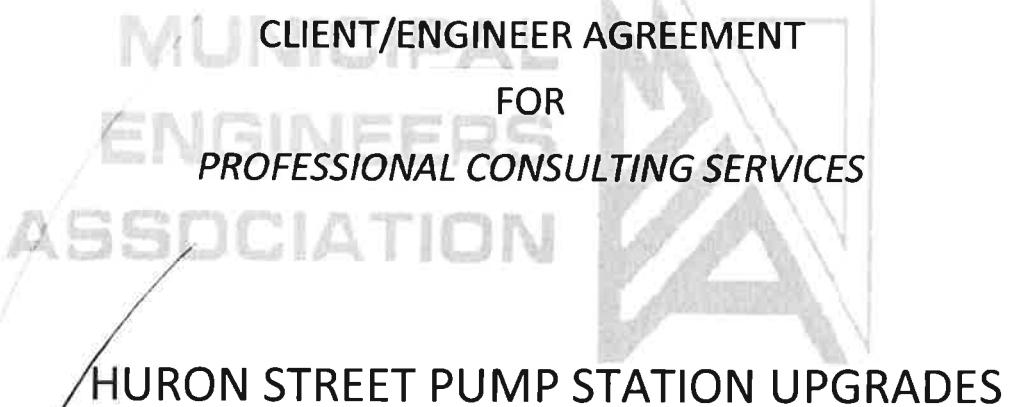


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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 13TH day of AUGUST A. D., 2018

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

AECOM CANADA LTD.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client requires consulting engineering services in relation to the proposed upgrades to the Huron Street Pump Station, including planning, design, tendering, contract administration and construction inspection.

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:

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DEFINITIONS

1. 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.

2. Services – As per Article 2 – Services to be provided.

3. RFP – Request for Proposal

4. Addenda – None

5. 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 Schedule 'A' (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.

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.

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- 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.

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a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability and \$5,000,000.00 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 \$5,000,000.00 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 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

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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 selection 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.
- 3) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client
- 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.

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- 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 Schedule A 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.

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1.24 **Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here.

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ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.01 Services to be provided by Engineer as detailed in the RFP and as provided in the Engineer's Proposal.
- 2.02 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

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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 (*Strike out those that do not apply*)

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

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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:

Classification	Billing Rate (\$/hour)
Senior Engineer/Director	\$160 - \$220/hr.
Project Manager	\$140 - \$180/hr.
Design Engineer	\$110 - \$150/hr.
Senior Technician/Designer	\$90 - \$120/hr.
Junior Technician	\$60 - \$80/hr.
Senior Inspector	\$80 - \$110/hr.
Junior Inspector	\$60 - \$80/hr.
Support Staff	\$65 - 80/hr.

Grade: _____ Hourly Rate: _____

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 ____% 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, 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 \$149,000.00 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 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 percent (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 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 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: AECOM CANADA LTD.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This ____ Day of _____, 20____

Signature	
Name	Chris Redmond, P. Eng.
Title	Senior Vice President

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 13th Day of August, 2018

Signature		Signature	
Name	Christian Provenzano	Name	Malcolm White
Title	Mayor	Title	Deputy CAO and City Clerk

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ARTICLE 5 – ATTACHMENTS

1. Request for Proposal – City of Sault Ste. Marie, Huron Street Pump Station Upgrades
2. AECOM Proposal dated June 19, 2018 – Huron Street Pump Station Upgrades

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Supplementary Conditions

1) Article 1, General Conditions, Clause 1.1 – Retainer

Clause 1.1 - Retainer is deleted in its entirety and replaced with the following;

"

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. The Engineer will abide and follow the directions and instructions provided by the Client from time to time as may be provided by the Client.

"

2) Article 1, General Conditions, Clause 1.3 – Staff and Methods

Clause 1.3 – Staff and Methods is deleted in its entirety and replaced with the following;

"

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence expected of a reasonably prudent and competent Engineer and shall perform the services in accordance with the provisions of the Professional Engineer's Act, RSO 1990, C. P.28 and the regulations passed thereunder. 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.

"

3) Article 1, General Conditions, Clause 1.10 – Indemnification

Delete second paragraph.

4) Article 3 – Fees and Disbursements, Clause 3.2 – Basis of Payment, Sub-Clause 3.2.5 – Upset Cost Limit, (b)

Amend this clause by the addition of the following paragraph:

"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."

SCHEDULE "A"

FEE ESTIMATE

1. The estimated fees/upset fee limit for each phase of the project is as follows:

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements
Huron Street Pumping Station Upgrades	As per Agreement	N/A	\$134,100 ⁽ⁱ⁾	\$14,900 ⁽ⁱⁱ⁾

Note:

- (i) Fees excludes taxes.
(ii) Includes geotechnical subconsultant



The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

REQUEST FOR PROPOSAL

CITY OF SAULT STE. MARIE
HURON STREET PUMP STATION UPGRADES
CONSULTING ENGINEERING

REQUEST FOR PROPOSAL
City of Sault Ste. Marie
Huron Street Pump Station Upgrades

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1.0 INFORMATION TO PROPONENTS

1.1 INTRODUCTION

The intent of this Request for Proposal is to solicit the services of an established consulting firm with the experience and technical abilities to provide consulting engineering services for the City of Sault Ste. Marie, in relation to the proposed upgrades at Huron Street Pump Station. The scope of the project includes design, tendering, and contract administration of a sanitary pump station. Other items as may be reasonably assumed to form part of the scope of work shall be included.

1.2 DATE AND PLACE FOR RECEIVING PROPOSALS

All proposals must be sealed, clearly marked as to the contents, and delivered to:

**The City of Sault Ste. Marie
Engineering Division
99 Foster Drive – 5th Floor
Sault Ste. Marie, Ontario, P6A 5X6**

**RE: HURON STREET PUMP STATION UPGRADES
CONSULTING ENGINEERING SERVICES**

By the following date and time:

**Date: June 19, 2018
Time: 11:00 a.m. local time**

Proposals received later than the date and time specified will not be accepted.

The contact person for this RFP will be:

Catherine Taddo, P.Eng
Land Development and Environmental Engineer
c.taddo@cityssm.on.ca or (705) 759-5380

It will be the proponent's responsibility to clarify any questions before submitting a proposal. A written addendum issued by the City of Sault Ste. Marie is the only means of changing, amending or correcting this RFP. The proposal shall confirm receipt of any addendums issued. In the process of responding to this RFP, the proponent should not utilize any information obtained outside this protocol.

1.3 ERRORS, OMISSIONS, CLARIFICATIONS

Any questions concerning the requirements or intent of this Request for Proposal, or identification of any errors or omissions should be addressed to Ms. Catherine Taddo, P. Eng., Land Development and Environmental Engineer, telephone 705-759-5380, e-mail c.taddo@cityssm.on.ca. Proposals must be limited to fifteen (15) pages, single sided including appendices.

1.4 WITHDRAWAL OF PROPOSAL

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

1.5 INFORMAL PROPOSALS

Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

1.6 PROPOSAL EVALUATION

The successful consultant will be selected based on evaluation of the proposal utilizing our rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process.

- 1) Consulting Team's ability outlining corporate profile in the, wastewater treatment industry, and pump station design;
- 2) Relevant past experience on similar projects with particular reference to pump station design and upgrades, and experience working in northern Ontario;
- 3) Qualifications and experience of the Project Manager, senior engineers and key members of the project team, including sub-consultants, with the estimated number of days that they will be committed to the project;
- 4) Detailed proposed work program methodology;
- 5) A detailed schedule recognizing critical deliverables, progress meetings and timelines;
- 6) A fee schedule indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall be

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limited by a fee estimate which the consultant will include in its proposal. No further payment will be made above this figure unless authorized in advance by the City. The successful consultant will be required to enter into a standard MEA/CEO agreement for engineering services. These terms of reference will form part of that agreement; and

- 7) Proponents are required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing, in addition to confirmation of receipt of specified addendums where applicable.

The above list of criteria represents areas which are to be specifically addressed in the proposal. Four (4) copies of the complete proposal submission must be received. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. The City of Sault Ste. Marie will not necessarily select the proposal with the lowest price or any other proposal.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required.

1.7 CONDITIONS AND REQUIREMENTS OF WORK

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, or by such other means, as they may prefer, as to the actual conditions and requirements of the work.

The successful Proponent and any Subcontractor (if applicable) is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to a.iacoe@cityssm.on.ca. Responsibility for compliance with this requirement by any Subcontractor is the responsibility of the successful Proponent.

1.8 PROPOSAL LEFT OPEN

The Proponent shall keep their proposal open for acceptance for ninety (90) days after the closing date.

1.9 SCHEDULE

(A) Release of RFP:	May 19, 2018
(B) Submission of Proposal:	June 19, 2018
(C) Recommendation:	July 16, 2018
(D) Signing of Agreement:	August 13, 2018
(E) Commencement of Services:	August 2018
(F) Completion:	November 2019

The City reserves the right to alter the scheduling of items C to F. Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated.

1.10 INCURRED COSTS

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

1.11 ALTERATIONS TO DOCUMENTS

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 CONFIDENTIALITY

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the Municipal Freedom of Information and Protection of Privacy Act.

1.13 MUNICIPAL FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the Act. The Act gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the Act.

1.14 INDEMNIFICATION

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The Proponent further covenants that the indemnity herein contained shall extend to all claims, loss, cost and damages by reason of or arising out of improper field inspection practices in connection with this Agreement by the Proponent, its servants or agents, whether or not these have been approved by the City, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

2.0 TERMS OF REFERENCE

2.1 BACKGROUND

The City of Sault Ste. Marie owns and operates the pump station located on the west side of Huron Street, south of Bay Street at 91 Huron Street (Part 2, Plan 1R-4290), formally 99 Huron Street. The pump station and was originally commissioned in the early to mid-1960's, with subsequent modifications. The pump station primarily services the former St. Mary's Paper lands, and the power station located at 5 Canal Drive. There are two pumps, each with a rated capacity of 125 usgpm. The control panels are located within the structure and require confined space entry in order to provide service. The pump station has reached the end of its service life and the City intends on proceeding with replacement and/or upgrades.

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Historically, one other connection to the pump station was considered in the 1980's. The Parks Canada site owns a forcemain that extends from their site to Queen Street. At the time of construction, this was the preferred alternative in lieu of connecting to the Huron Street Pump Station. Considerations included but were not limited to, uncommitted capacity and costs for upgrading pumps at the Huron Street PS and the existing forcemain.

The City completed hazardous building materials assessments for the in-ground pump stations in 2016. The documents are available as background information.

2.2 SCOPE

The Huron Street PS is to be replaced. The design of the new pump station should take into consideration existing flows, future development of adjacent properties, and the ability to accommodate an increase in flows. The work is to include all electrical, and mechanical upgrades as required. The ultimate pump station design should take into consideration consistency with other pump stations operated by the City.

The pump station is integrated into the City's SCADA system. Any changes to the SCADA programming will need to be coordinated through the City's existing SCADA Consultant. SCADA programming costs will be paid for by the City of Sault Ste. Marie.

The following forms the anticipated scope of work:

- 1) Allowance for a Schedule B Class EA where required;
- 2) Separate allowance for further Class EA work, where a Part II Order request has been submitted;
- 3) Allowance for potential geotechnical investigation;
- 4) Allowance for water taking activity requirements, including Environmental Activity and Sector Registry submissions, or Permit to Take Water, as may be applicable;
- 5) Preparation and submission of a Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Permit application, and associated documents such as site plan, and sediment control plans (if applicable);
- 6) Collection and review of background documentation on existing works;
- 7) Assessment of property acquisition needs adjacent to existing pump station, and associated recommendations, including preparation of land acquisition plans;

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- 8) Review drainage area and identify design upgrades required to accommodate future development in the area, including land to the east of Huron Street;
- 9) Review and identify requirements for a new pump station including but not limited to a manual transfer switch for a portable generator connection, electrical, process equipment and piping, additional storage, SCADA, overflow considerations, forcemain modifications, and removal and decommissioning of the existing station;
- 10) Review of preferred alternative of servicing for 5 Canal Drive, and associated implications, design modifications, and costs, including current design, versus connection to upgraded Huron Street Pump Station;
- 11) Prepare technical specifications and drawings and design report for upgrades to pump station, and removal, and decommissioning of existing pump station;
- 12) Submit design package for review by City Staff;
- 13) Prepare Environmental Compliance Approval applications, and response to questions, if applicable;
- 14) Prepare associated cost estimates for proposed works;
- 15) Prepare assessment of costs related to accommodating future potential development(s);
- 16) Prepare tender documents;
- 17) Administer tender, responding to Contractor questions and issuing addenda if required;
- 18) Review submissions and prepare a recommendation;
- 19) Administer construction contract including reviewing construction submissions, completing site reviews, administering construction meetings, and certifying progress payment;
- 20) Administer warranty period;
- 21) Provide Operations and Maintenance manuals, as may be required;
- 22) Designated substances review and update, as may be applicable, and preparation of the designated substance list associated with the project for use with Notice of Project, in accordance with Section 30 of the OHSA, and all applicable Acts, and Regulations. The existing report will be available for background information. The Consultant will be required to review existing materials, and complete any testing and updates that may be required, applicable to the current scope of work;

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Huron Street Pump Station Upgrades

23) Participate in design and construction meetings throughout the project including, but not limited to: project initiation, monthly progress updates as required, a design review meeting, and required construction meetings.

Permit fees, and application fees will be paid for directly by the City.

2.3 LEGISLATION

The Consultant will ensure that all requirements related to the review under federal and provincial legislation are met in full, including but not limited to:

- Environmental Assessments;
- Environmental Compliance Approvals;
- Ontario Health and Safety Act;
- Ontario Water Resources Act;
- O. Reg. 176/06: Sault Ste. Marie Region Conservation Authority: Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses, and;
- O. Reg. 63/16: Registrations Under Part II.2 of the Act – Water Taking.

Any approvals, or documentation required by federal or provincial authorities related to the assessment shall form part of the scope of work.

2.4 OPERATIONS

Ongoing contact and coordination with the operations staff will be required for completion of any on-site work.

Huron Street Pump Station Upgrades

The Corporation of the City of Sault Ste. Marie

June 19, 2018

Proposal Assumptions and Limitations

AECOM will perform all professional services in accordance with the standard of care customarily observed by professional consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published standards of the profession and laws, regulations, by-laws, building codes and governmental rules.

Please note that, notwithstanding its construction contract administration services, AECOM shall have no responsibility for construction means; methods; techniques; sequences and procedures, all of which remain the sole responsibility of the contractor performing the work.

AECOM Canada Ltd., is a wholly owned subsidiary of AECOM (NYSE: ACM). As with any large engineering company, AECOM's operating companies may become involved in claims, litigation, and alternative dispute resolutions (hereinafter "Claims").

AECOM does not comment on pending or past Claims for a number of reasons, including, but not limited to, a desire and need to maintain the attorney-client privilege, the protections of the attorney work product doctrine, and the private and confidential nature of settled Claims, which often are associated with confidentiality and non-disclosure agreements.

AECOM maintains adequate insurance for its professional services. Further, AECOM has no reason to believe that any of the Claims could reasonably be expected to materially impact AECOM's ability to perform services under this or any other contract. If you have further questions, please let us know.

Quality information

Prepared by	Checked by	Verified by	Approved by
Rick Talvitie, P. Eng. Manager, Northern Ontario	Darrell Maahs, C. Tech Project Manager		

Revision History

Revision	Revision date	Details	Authorized	Name	Position

Distribution List

# Hard Copies	PDF Required	Association / Company Name

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Figure 1 – Proposed Work Program and Fee Schedule

1. Introduction

AECOM is pleased to present this proposal in response to the City of Sault Ste. Marie's Request for Proposal (RFP) for consulting engineering services in relation to the proposed upgrades to the Huron Street Pump Station. Our proposal addresses planning, design, tendering, contract administration and contract inspection. For this wastewater pump station project, we have proposed a project team that is in part local and familiar with the service area and other City pump stations and in part remote and highly experienced in pump station design and construction. All of the proposed staff are familiar to City staff and together the team has the technical expertise and knowledge to complete this project to your complete satisfaction.

The focus of this engineering assignment will be to provide economically feasible, environmentally acceptable, aesthetically pleasing and technically competent engineering solutions to address the specific requirements identified in the RFP.

2. Team's Ability and Corporate Profile

AECOM is a premier, fully integrated professional and technical services firm positioned to design, build, finance and operate infrastructure assets around the world for public- and private-sector clients. AECOM has nearly 90,000 employees — including architects, engineers, designers, planners, scientists and management and construction services professionals — serving clients in over 150 countries around the world. The company is a leader in all of the key markets that it serves, including all levels of government, transportation, facilities, environmental, energy, oil and gas, water, wastewater and high-rise buildings. AECOM provides a blend of global reach, local knowledge, innovation and technical excellence in delivering customized and creative solutions that meet the needs of clients' projects.

AECOM has a long standing relationship with the City of Sault Ste. Marie. It is our understanding, based on our most recent individual project reviews and our overall consultant appraisal interviews, that our work is seen by City personnel as being of high quality, is thorough and complete and that we are ranked favourably for the services we provide. AECOM's objective is to deliver quality projects on time and on budget, to the satisfaction of City staff. We continually monitor and make adjustments to resources and level of effort to ensure this objective is met.

Our Project Director and Project Manager, Rick Talvitie and Darrell Maahs, have worked together with the City on a number of wastewater projects over the past decade. Rick and Darrell are dedicated to providing quality services to the City which is supported by their past work. Our local staff will be supplemented by technical staff in Southern Ontario that have a very thorough knowledge of our wastewater infrastructure and who have extensive experience in wastewater pumping station designs.

AECOM is well known to the City and very familiar with wastewater treatment and pump station design having completed numerous design/construction administration projects including:

- Bonney Street Pumping Station Upgrades;
- McGregor, Lake and Tallack Street Pumping Station Upgrades
- Pim Street CSO tank & Pumping Station Upgrades;
- Bellevue Park CSO Tank and Pumping Station;
- East End WWTP Upgrades;
- East End WWTP – Fermented Sludge Recycle Line;
- East End WWTP – Primary Clarifier Re-rating;
- East End WWTP – Primary Clarifier Covers;
- West End WWTP – Chlorination/Dechlorination;
- East End WWTP UV Weir;

- Ongoing Waste Water Facilities and SCADA Advisory Services;
- Scada Architecture and Programming.

3. Relevant Past Experience

AECOM has extensive experience in wastewater treatment and pump station planning, design, tendering, contract administration and construction inspection. Below we provide a few examples of our relevant experience.

City of Sault Ste. Marie, West End Water Pollution Control Plant Phase 1 Upgrades (ongoing)

AECOM is providing services for major capital upgrades at the City's West End Water Pollution Control Plant including preliminary design, detail design, and construction administration and inspection services. The proposed upgrades include screening, dewatering, sludge thickening, HVAC system upgrades and various other items identified through the condition assessment.

City of Sault Ste. Marie, Waste Water Advisory Services (ongoing)

AECOM was retained by the City of Sault Ste. Marie to provide consulting engineering services on an as-needed basis to address wastewater conveyance, wastewater treatment, and instrumentation and control systems issues as they arise.

City of Sault Ste. Marie, McGregor, Lake and Tallack Street Sewage Pumping Stations Upgrades (completed in 2013)

AECOM provided services for the planning, design, and construction administration/inspection for the upgrades/replacements of three smaller sewage lift stations. The initial planning stage consisted of assessing the condition of the existing stations and identifying proposed upgrades including recommendations for their replacement.

City of Sault Ste. Marie, Pim Street Pumping Station Upgrades (completed in 2008)

AECOM coordinated site works design for upgrades to the Pim Street Sewage Pumping Station. The project consisted of the construction of the new works which included an underground overflow tank and upgrades to the electrical and mechanical components.

City of Sault Ste. Marie, Bonney Street Pumping Station Upgrade (completed in 2006)

AECOM was responsible for the preliminary and detail design, and construction administration/inspection for the Bonney Street Sewage Pumping Station Upgrade. The project also included reuse of the existing wet and dry wells as a mini CSO to reduce the risk of basement flooding in the area.

City of Sault Ste. Marie, Bellevue Park CSO Tank and Pumping Station (completed in 2003)

AECOM provided services to design and construct the Bellevue Park CSO Facility. The CSO system is designed to divert excess wastewater during high flow events to a 12,000 m³ underground, reinforced, concrete storage tank until the Clark Creek Pumping Station can handle the flow. The facility also includes a wastewater pump station to assist in emptying the tank. AECOM completed preliminary and detail design, acted as contract administrator and provided resident inspection for the project.

City of Sarnia, Bedford Sanitary Pumping Station (ongoing)

AECOM is currently completing the detailed design of a new sanitary pumping station to replace the aging Bedford and Plank Road Pumping Stations in Sarnia. Associated works to facilitate this goal include design and construction of a 12 metre deep, 1500 mm diameter sanitary trunk sewer from the existing Bedford Pumping Station to the newly designed sanitary pumping station; and construction of a new 2.1 km 600mm dia. sanitary forcemain and 800 m gravity sewer connecting the new sanitary pumping station and three other pumping stations to the Sarnia WPCC. The new sanitary pumping station will have an interconnected two-chamber wet well with a rated capacity of 500 L/s.

City of Sarnia, Devine Street Sanitary Pumping Station (ongoing)

This project included a Federal and Provincial Schedule B Class EA, pre-design, detailed design, and construction administration for a new sanitary pumping station to intercept flow from an existing separated service area and associated pumping stations to be pumped directly to the Samia WPCC for treatment. The pumping station is a dry well/wet well configuration and was equipped with 3 dry pit submersible pumps and variable frequency drives. The station has a firm capacity of 375 L/s. The pumping station included an outdoor standby generator as well as a building that connected to the existing City Works garage. The project also included the installation of a 2.3km, 600mm diameter forcemain for which significant CN Rail and Hydro One crossings were required.

Region of Durham, Jeffery Street Pumping Station (ongoing)

The Jeffery Street Sewage Pumping Station is being replaced with up to 1077 L/s of pumping capacity and twin 600 mm dia forcemains to service the West Whitby development area. Development capacity is to occur over time so staged upgrades of the pumping facility are as follows:

- Stage 1 firm capacity: 519 L/s
- Stage 2 firm capacity: 700 L/s
- Stage 3 firm capacity: 1,077 L/s

The pump station inlet is 20 m below grade and sewage is lifted to screens prior to discharging in the high lift wet well. (**Note: we anticipate these will likely be a requirement for stayed capacity for the Huron Street Pump Station also.**)

City of London, RiverBend Sanitary Pumping Stations

Completed planning and engineering services for the design and construction of the sanitary pumping station that serves the RiverBend area and adjacent developments. The station has a dry well/dual wet well arrangement with two 125 hp pumps (1 duty, 1 standby) and is equipped with on-site standby power. The RiverBend SPS has a total pumping capacity of 160 L/s.

City of London, Berkshire Sanitary Pumping Stations

AECOM provided services for the Schedule "B" Class EA, design and construction services to expand an existing pumping station with insufficient pumping capacity during extreme wet weather events. The pumping station is equipped with three 125 hp pumps and has a firm capacity of 600 L/s. The facility has an aesthetically pleasing brick building designed to blend in with the nearby London Rowing Club.

4. Qualifications and Experience

The key members of our project team have been with AECOM for periods ranging from a minimum of 10 years to 36 years. This knowledge base is extremely important in successfully delivering projects of this type. We have summarized the key team members, their respective roles on this project, their relevant experience, and the number of days that they will be committed to the project.

Rick Talvitie, P. Eng.	Project Director
Rick is Northern Ontario Manager, Branch Manager, and Senior Project Manager in the Sault Ste. Marie office and directs the planning, design, and contract administration of projects for municipal and provincial agency clients, specializing in transportation, municipal infrastructure, and environmental engineering. He has 31 years of experience working from project planning, through to contract completion in the areas of water and wastewater conveyance and treatment, road and highway design, and municipal solid waste management. His responsibilities include environmental assessments, public consultations, preliminary design, detailed design, contract documentation, design coordination, project liaison, and construction administration. For this project Rick will provide oversight throughout the project and lead the Class EA.	
<ul style="list-style-type: none">• Sault Ste. Marie West End Water Pollution Control Plant Phase 1 Upgrades• City of Sault Ste. Marie, Waste Water Advisory Services• Sault Ste. Marie West End WWTP Process Evaluation Study• Bonney Street Sewage Pumping Station• Sault Ste. Marie East End WWTP Upgrades	<ul style="list-style-type: none">• Chapleau Aerated Sewage Lagoon• Pim Street SPS CSO tank and Upgrades• Bellevue Park CSO Tank (Sault Ste Marie)• Sewage Works for Local Services Board of Foleyet• Chapleau Water and Wastewater facilities condition assessment

Huron Street Pump Station Upgrades

<ul style="list-style-type: none"> • Wawa Aerated Sewage Lagoon 	11 Class EA/Preliminary Design Days 1.5 Detailed Design Days 5 Construction Days	Project Manager
Darrell Maahs, C.Tech.		
<p>Darrell is well known to the City for his involvement in the design and contract administration of various SSM infrastructure projects. He is a senior Project Manager with 36 years of experience, responsible for the management and coordination of road, water, wastewater, storm water, and facilities projects. His extensive experience includes project liaison, development and evaluation of options, preparation of graphic presentations, identification of preferred design concepts, preliminary and detailed designs, contract documentation, construction administration and supervision, as well as budget control and management of projects. For this project Darrell will be the Project Manager and will be engaged with the project team on a daily basis to deliver this assignment on time and within budget.</p>	<ul style="list-style-type: none"> • Sault Ste. Marie West End Water Pollution Control Plant Phase 1 Upgrades • City of Sault Ste. Marie, Waste Water Advisory Services • City of Sault Ste. Marie, McGregor, Lake and Tallack Street Sewage Pumping Stations Upgrades • Bonney Street Sewage Pumping Station • Sault Ste Marie East End WWTP Upgrades • Sewage Works for Local Services Board of Foleyet 	<ul style="list-style-type: none"> • Pim Street CSO and SPS Upgrades • Sewage Works for Gogama Local Services Board • Sewage and Waterworks for Dubreuilville • Sewage Works for Matheson • Sewage and Waterworks for Killarney • Bellevue Park CSO Tank
4.5 Class EA/Preliminary Design Days 7.5 Detailed Design Days 12.5 Construction Days		
Neil Awde, P. Eng.		
<p>Neil has over 17 years of experience in water and wastewater planning, design and construction. He is the Wastewater Technical Lead for Ontario and Manager of the Wastewater Group for our London office. Neil is familiar to City staff having successfully completed a number of wastewater projects for the City of Sault Ste. Marie. As part of his previous technical work, Neil was involved with the design and contract administration of the East End WWTP and completed the process condition assessment of the West End WWTP. For this project Neil will be the senior process engineer working closely with Matt Simons to develop the system design.</p>	<ul style="list-style-type: none"> • Bedford and Devine Pumping Stations • RiverBend and Berkshire Pumping Stations • Sault Ste. Marie West End Water Pollution Control Plant Phase 1 Upgrades • Sault Ste. Marie West End WWTP Process Evaluation Study • Sault Ste. Marie East End WWTP Upgrades • Greenway WWTP Expansion (London) 	<ul style="list-style-type: none"> • Chapleau Water and Wastewater facilities condition assessment • Adelaide WWTP WAS Thickening Upgrades • St. Thomas WWTP Expansion • Pim Street CSO SPS Upgrades (Sault Ste. Marie) • Oakville Southeast WWTP – UV Upgrade • Woodward Ave. WWTP • Pottersburg WWTP – Effluent Pumping Station (London)
5 Class EA/Preliminary Design Days 2.5 Detailed Design Days 1 Construction Day		
Matt Simons, P. Eng		
<p>Matt is a project engineer that works out of the London, ON office. He has a diverse technical background in water and wastewater treatment, process design, hydraulic modeling and analysis, pumping design, equipment sizing, construction staging, master planning, feasibility and lifecycle costing studies, contract administration as well as site supervision. For this project, Matt will be involved in the day-to-day project activities, assist process leads with design and provide engineering support through construction.</p>	<ul style="list-style-type: none"> • Devine Street Pumping Station (Sarnia) • Sunninghill Pumping Station (London) • Talbot Pumping Station (Central Elgin) • Pottersburg WWTP – Effluent Pumping Station (London) • Sault Ste. Marie West End Water Pollution Control Plant Phase 1 Upgrades • Greenway WWTP Expansion (London) 	<ul style="list-style-type: none"> • Sault Ste. Marie West End WWTP Process Evaluation Study • Chapleau Water and Wastewater facilities condition assessment • Oakville Southeast WWTP – UV Upgrade • St. Thomas WWTP – Master Plan
4 Class EA/Preliminary Design Days 20 Detailed Design Days 5 Construction Days		

Miles Buckrell, P. Eng	Senior Electrical Engineer
<p>Miles is a senior electrical engineer with 28 years experience in the electrical design for municipal, commercial, institutional, and light industrial buildings. His work experience includes design of new facilities as well as the preparation of feasibility studies and condition reports, design of facility upgrades, cost estimates, construction administration services, and third party review of electrical design. Miles design experience includes electrical services, electrical distribution, standby power systems, fire alarm systems, lighting systems, communication systems, and short circuit and coordination studies. For this project Miles will be the electrical design lead.</p> <ul style="list-style-type: none"> • Bedford and Devine Pumping Stations (Sarnia) • Bedford and Belmont Pumping Stations (Halifax Region) • Sault Ste. Marie West End Water Pollution Control Plant Phase 1 Upgrades • Sault Ste. Marie Young and Main Street Pumping Station – Transfer Switch Replacement • Kerwood WWTP • Stratford WPCP – Turbo Blower Upgrade • Greenway WWTP – Incinerator Refurbishment (London) • Elmira WWTP – Condition Assessment • Brantford WPCP – Aeration Control Upgrades 	<p>1 Class EA/Preliminary Design Day 3 Detailed Design Days 1 Construction Day</p>
Will Dohmen, P. Eng	Instrumentation and Controls (I&C) Manager
<p>Will manages the Instrumentation and Automation (I&A) department including coordination and implementation of projects. He has over 26 years of electrical, instrumentation, and automation (EI&A) engineering experience in both the public and private sectors. Will has been a project leader and engineer directing engineers, designers, suppliers, and subcontractors. His duties include project coordination, cost control, scheduling, I&A engineering design, HMI development, PLC programming and commissioning/startup activities on specified projects. Will has been involved in EI&A pre- and detailed engineering design, project coordination, and implementation for a variety of client applications including water and wastewater treatment plants and pumping facilities. For this project Will will lead the I&A design for this project and he is very familiar with the wastewater I&A in Sault Ste. Marie.</p> <ul style="list-style-type: none"> • Bedford and Devine Pumping Stations (Sarnia) • RiverBend and Berkshire Pumping Stations (London) • Dundas Pumping Station (Halton Region) • Vauxhall Effluent Pumping Station (London) • Wide Area Network for Sault Ste. Marie WWTPs and SPSS • Kitchener WWTP • Woodward Ave. WWTP (Hamilton) • Clarkson WWTP (Peel Region) • Philip H Jones PCP Upgrade/Expansion (Penetanguishene) • Pottersburg WWTP – Effluent Pumping Station (London) • Oakville Southeast WWTP – UV Upgrade • Scada Architecture (Sault Ste. Marie) • Sault Ste. Marie West End WPCP Upgrades • Various Pump Stations in Sault Ste. Marie 	<p>1 Class EA/Preliminary Design Day 2 Detailed Design Days 1 Construction Day</p>
Jerry Tulloch, C. Tech	Senior Design Technician
<p>Jerry is a senior technician with 30 years of experience. He performs the duties of a senior design technician, surveyor, and design coordinator. He is responsible for supervision of all aspects of design and construction of urban and rural road projects; wastewater, potable water and storm water conveyance; job estimating, quantity take-offs; and multiple survey applications. He is proficient with AutoCAD Civil 3D, Auto LISP, Waterworks, PC SWM, ArcGIS, and Eaglepoint Land Development software. For this project Jerry will support the drawing production.</p> <ul style="list-style-type: none"> • City of Sault Ste. Marie, McGregor, Lake and Tallack Street Sewage Pumping Stations Upgrades • Bonney Street Sewage Pumping Station • City of Sault Ste Marie, East End Sewage Treatment Plant • City of Sault Ste. Marie, Pim Street Sewage Pumping Station Upgrade 	<p>4 Class EA/Preliminary Design Days 3.5 Detailed Design Days 1 Construction Day</p>
Kerry Young, CET	Senior Design Technician / Site Inspector
<p>Kerry is a civil engineering design and construction technician with 18 years of experience. He divides his time between office and field work related to municipal engineering projects. Kerry's responsibilities include preparation of tender, construction, and record drawings, total station surveying involving data collection, layout, field checks, and site supervision of municipal capital works projects involving tracking and recording quantities, preparing payments, inspection, and acceptance of work. For this project Kerry will provide inspection services.</p> <ul style="list-style-type: none"> • City of Sault Ste. Marie, McGregor, Lake and Tallack Street Sewage Pumping Stations Upgrades • Bonney Street Sewage Pumping Station • City of Sault Ste Marie, East End Sewage Treatment Plant • City of Sault Ste. Marie, Pim Street Sewage Pumping Station Upgrade 	

0 Class EA/Preliminary Design Days
2 Detailed Design Days
20.5 Construction Days

5. Proposed Work Program Methodology

5.1 Class EA

Based on our current knowledge of the project requirements we believe the project is categorized as a Schedule B undertaking as it likely falls within the following activity noted in the MEA Class EA document; "construct a new pumping station or increase pumping station capacity by adding or replacing equipment and appurtenances, where new equipment is located in a new building or structure". We have therefore incorporated, within our work plan, the necessary activities to satisfy the Municipal Class EA Schedule B requirements as detailed below.

The Class EA will be led by Rick Talvitie and will encompass Phases 1 and 2 of the process. We will clearly document the problem/opportunity to be addressed and initiate the study process with a Notice of commencement. The initial contact list will be developed based on the requirements documented in the MEA Class EA document together with our experience and City staff input.

Alternative pumping station locations will be subject to a screening process that considers ability to maximize use of existing and planned infrastructure, prevent impacts of known environmental features, and avoidance of excessive capital and operating costs. The alternatives will be presented graphically (e.g., location/concept plans) and described to a level of detail that allows for an understanding of potential impacts from construction and operations, and an assessment of those impacts with appropriate mitigation.

AECOM understands the importance of recognizing the people who are, or may be impacted by a project and the need to proactively plan how to best engage and communicate with them. Our approach provides a flexible and unique commitment to collaboration. We know that early, ongoing communication, as well as fostering local partnerships with the community and stakeholders are critical success factors for this project. Drawing on our experience, we are recommending a consultation framework to specifically meet the needs of a Schedule B Class EA. Key elements are as follows.

- Public Consultation - At the onset of the project, we will work closely with the City to confirm the preferred approach to community engagement and consultation and to clarify tools to be used. This will involve the development of key messaging to clearly articulate the purpose and value of this study, a clear description of the consultation process, and identification of all relevant stakeholders and interested parties.
- Consultation with Stakeholders and Technical Agencies - In addition to the Public Consultation Process, our plan includes an approach for early and meaningful consultation of specific key stakeholders including the Ministry of Environment and Climate Change (MOECC), Ministry of Tourism, Culture and Sport (MTCSS), Aboriginal communities, Sault Ste. Marie Regional Conservation Authority (SSMRCA), impacted utilities, etc. Based on the City's recent experience with several Class EA's we anticipate there will likely be a need to complete a Stage 1 and possibly a Stage 2 Archaeological Assessment. Although not specifically identified in the Terms of Reference we have included provisional pricing for this work.

A draft Project File Report, that addresses the Class EA planning process including consultation activities and results, will be prepared and provided to the City. In addition to meeting the documentation requirements of the Municipal Class EA, the Project File Report will also clearly describe property requirements, impacts on utilities and relocation requirements, any environmental considerations including mitigation measures and Class EA commitments. The project deliverables from this phase of the project include a Public and Agency Consultation Plan, and Project File. Once these documents are finalized a Notice of Completion will be prepared and published/circulated.

5.1.1 Part II Order Request

In accordance with the terms of reference we have also included within our fee, an allowance for a potential Part II Order request. Given the scope of this project we believe a reasonable allowance is \$5,000 based on the scope of the project but the City may want to increase their overall project contingency budget to \$10,000. This can be discussed at the time of preparing a report to Council for project award.

5.2 Preliminary Design (50% Design Package)

Preliminary design will begin at the commencement of the project and will be integrated with the Class EA process. Upon commencement of the project we will review background documents and drawings, confirm utility infrastructure, identify data gaps and undertake a survey of the site and surrounding area to facilitate the development of a comprehensive base plan. AECOM will determine and confirm design parameters and alternatives/approaches, which will be discussed with the City staff and finalized based on the findings of the data collection and fieldwork (geotechnical, topographical). Given the depth of the excavation, potential for rock to be encountered and potential need for excavation support and dewatering a geotechnical investigation is an important risk management component for this project. The geotechnical investigation will be completed by a subconsultant and we have included an allowance of \$7,500 for this work. The geotechnical investigation will inform excavation support requirements and groundwater management strategies and will ultimately support any necessary submission(s) for water taking approvals and permitting.

In addition we will confirm MOECC technical approvals including Environmental Compliance Approval (ECA) and Environmental Activity and Sector Registry submissions.

Design parameters will be based on relevant City design standards and guidelines, the Ministry of Environment and Climate Change (MOECC) design guidelines, Building and Fire Codes, NFPA 820, Electrical Code and other applicable design standards/guidelines (AWWA, TSSA, OHSA, etc.). The preliminary design will incorporate sustainability considerations for energy efficiency, materials and resources, etc.

The preliminary design will be completed and summarized in a preliminary design package (50% design package), which will include:

- Introduction to the project including a background on the facility and the objectives of the design and its future use;
- Site information – summary of geotechnical, topographical survey, site conditions, utility locations and other applicable information identified during the data collection and surveying period, complete with mapping/drawings of the existing conditions;
- Identification of the catchment area for the pump station and the potential future land uses within that catchment area as provided to us by the City Planning Division;
- Hydraulic/process/equipment design, including: description and presentation of calculations of design flows, pumping requirements, hydraulic design, and listing of key equipment and consideration of pre-selection/pre-purchasing;
- The above task will also consider servicing alternatives for 5 Canal Drive which may include the status quo versus discharge to the new pumping station;
- Determination of station storage requirements and provisions for emergency overflow;
- Establishment of forcemain tie-in locations;
- Confirmation of Archaeological Assessment requirements if any (Note: Stage 1 Assessment included as a value added);
- Public consultation results;
- A summary or any alternatives and decisions that lead to preferred approaches/locations;
- Confirmation of land acquisition required to support the preferred approach/location;
- Preliminary mechanical, electrical design and instrumentation and controls strategies/designs including a portable generator connection and manual transfer switch;

- Preliminary implementation strategy and scheduling of construction Works/staging plan to minimize impact on operations and to maximize construction phasing;
- Cost estimate of proposed construction Works;
- Identification of all anticipated noise, air and/or odour pollution sources; and
- Risk management.

The design details, as summarized above and as presented in the preliminary design package (50% design package), will be used to develop preliminary design drawings. Drawings will include:

- Site layout (including utility and infrastructure locations, grading and landscaping);
- Layout of all structures and facilities including plans and sections; and
- Property acquisition plan.

Based on the preliminary design, AECOM will undertake approvals activities which will include pre-consultation and preliminary approval applications. We will confirm which approvals will be required as part of this project including MOECC technical approvals, SSMRCA Development, interference with Wetlands and Alterations to Shorelines and Watercourses, water taking permit, City of Sault Ste. Marie Building Permits, utility applications, etc. The design will be completed with conformance to approval requirements and submissions will be made to secure necessary approvals.

All information described above will be summarized in the preliminary design package inclusive of a design report which will be submitted to and reviewed by the City at the 50% level. A total of two (2) meetings will be held during the planning/preliminary design phase. The first meeting will be a project initiation meeting to review the project Work Plan and update the schedule and the second meeting will take place at the end of the preliminary design phase and will involve review of the preliminary design package and detail design criteria with City Staff. AECOM will prepare agendas and meeting reports.

5.3 Detailed Design (75% and 100% Design Packages)

The preliminary design drawings will be used as a basis for preparation of the detailed design drawings. AECOM will convert the design concepts developed during preliminary design into detailed drawings, specifications and front end documents. The detail design /tender will also include provisions for the decommissioning and removal or partial removal of the old station. The City will have opportunities to provide input and comments as the design progresses and any changes from the preliminary design will be approved by the City and properly documented. The drawings will be submitted to the City for review at the 75% and 100% completion levels.

Technical specifications will be developed and submitted for review by the City. The technical specifications will include specific details of each item of work, including general requirements, as well as product/material and installation requirements. Specifications will also include a detailed sequencing plan/operational constraints, advising the Contractor of the sequences and restrictions in regard to facility shut-downs, tie-ins, and any other scheduling restrictions. Front end documents including information to bidders, form of tender, lump sum breakdown, etc. will also be developed.

A total of two (2) meetings will be held during the detailed design phase. The first meeting will be held at the 75% completion level of the detailed design drawings. AECOM will prepare all required presentation/meeting materials, facilitate the meeting/workshop, and prepare/distribute meeting minutes. The City will have the opportunity to provide input/comments and ask questions during the meetings. The second meeting will be held at the 100% completion level, where the City and AECOM will have the opportunity to discuss the Final Design package including detailed drawings, specifications, special provisions and front end documents. AECOM will incorporate all input/comments and finalize the documents. The final documents will then be submitted and used for Tendering.

During the detail design phase AECOM will continue to work through any approvals requirements as identified in the Preliminary Design Phase to ensure necessary approvals are in-place in a timely manner.

We reviewed the designated substance (DS) reporting that was previously completed by Pinchin and confirmed via email with Chris Tenaglia that the existing reporting is adequate to address the duty of the project owner under the Occupational Health and Safety Act. Therefore no further DS work has been included in our work program.

Towards the end of detailed design, a pre-tender construction cost estimate will be completed and provided to the City.

5.4 Tender Period Assistance

During Tendering, AECOM will issue tender documents to contractors, subcontractors and suppliers for pricing of the proposed work. AECOM will also provide technical tendering support and will provide responses to any technical questions that arise during Tendering, for incorporation into addenda. All addenda changes will be incorporated into the specifications and "Issued for Construction" contract documents.

After the Tender closing, AECOM will review the bid submissions and submit a report to the City with a summary of our assessment.

5.5 Contract Administration

The construction phase will commence following the award of the construction contract. A pre-construction meeting will be held with AECOM, the Contractor and the City in order to introduce project personnel, explain communication/administrative protocols, review health and safety and environmental issues, and in particular to review the operational requirements of the station, and provide the protocols for any interruptions in service for tie-ins, etc.

AECOM's Project Manager/Contract Administrator (PM/CM), Darrell Maahs and Site Superintendent will work together closely during the construction phase with the PM/CM being in constant communication with the Site Superintendent, in order to complete the tasks outlined below.

The PM/CM will be responsible for:

- Schedule monitoring;
- Attending construction meetings, including preparation of meeting agendas and minutes;
- Preparation of the project close-out letter and ensuring that all contract and regulatory requirements have been met;
- Co-ordination and review of shop drawings: Maintaining a log of all incoming and reviewed shop drawings, outstanding submittals, etc. The shop drawings will be sent to the appropriate discipline engineer for review and returned to the Contractor within 10 working days.
- Administrative paperwork, including preparation of Change Orders and maintaining a Change Order log, preparation of Request for Quotations (RFQs), Progress Payment Certificates (PPCs), Certificate of Substantial Completion, etc.; and,
- Reviewing the Contractor's Operation & Maintenance manual for completion in accordance with the contract documents, and preparation of the Consultants manual.

The Site Superintendent's main tasks will include:

- Attending Pre-Construction and monthly Construction meetings;
- Providing a reference line, grade and benchmark to the Contractor;
- Monitoring the Contractor's compliance to environmental and safety laws/regulations and conformance to the contract documents;
- Arranging, if necessary, inspections by the discipline engineers at appropriate times during construction;

- Performing inspections and maintaining deficiency lists at key stages (i.e. prior to Substantial Completion, updated every week for the first six weeks following Substantial Completion and updated monthly during the warranty period);
- Verifying that all required inspections by regulatory authorities have been performed;
- Providing record drawings and information for incorporation into CAD drawings;
- Ensuring conformance to the contract documents; advising the City and PM/CM of non-conformances, and ensuring the Contractor rectifies all issues/non-conformances;
- Advising the Contractor on the interpretation of drawings and specifications and issuing supplementary field instructions/clarifications, as required;
- Maintaining a daily construction log/diary of all construction activities, labour, equipment, weather, visitors, testing, unusual and/or significant events, safety violations, and working conditions on site, including photographs of work;
- Providing weekly construction reports to the City during construction;
- Arrange for independent/specialist testing (i.e. concrete testing, geotechnical investigations, etc.), as required;
- Respond to all general Contractor enquiries promptly and ensure that the Contract does not jeopardize or upset the operation of the facility during the course of the construction works;
- Reviewing the Contractor's request for progress payments and extras;
- Preparation of inventory list for spare parts, special tools, etc. and accept parts on behalf of the City; and,
- Ensuring that all commissioning and pre-commissioning requirements are met (manufacturer inspection of proper installation, staff training, O&M manuals, as-built drawings, etc.) and the facility operation supervisor is fully advised on the operating characteristics and maintenance of all equipment.

Our Site Superintendent will undertake regular inspections as the construction progresses. For the purposes of our proposal we have allowed for 160 hours of inspection time based on an assumed 28 week construction period.

Jointly, the PM/CM and Site Superintendent will be responsible for:

- Contract document interpretation and dealing with unusual or unforeseen circumstances;
- Co-ordination of schedule and activities (i.e. shut-downs, tie-ins, etc.) between Contractor, City Operations staff, and others as necessary; and
- Reviewing the Contractor's claims for extras.

5.6 Commissioning, Training and Close-out Documentation

Prior to commissioning, the Contractor will be required to submit a commissioning plan and schedule in accordance with the requirements in the contract documents. AECOM will review the commissioning plan to ensure the plan covers all requirements in a logical and achievable manner. Co-ordination will occur between AECOM, the City and the Contractor regarding timing/scheduling and requirements for Operations staff and/or additional resources. AECOM will ensure that all requirements have been met prior to commissioning, which include submittal of the O&M manuals, training, and as-built drawings.

Training will be co-ordinated and led by both AECOM and the Contractor. AECOM will provide instruction to City staff with respect to: project goals, approach to design, and process descriptions including sub-units and system operation. The Contractor will be responsible for item-specific training (provided by qualified manufacturer representatives) including operation and maintenance requirements. AECOM and the Contractor will prepare draft agendas and training materials for the City's review prior to finalizing the training material, which will include a web-based format for future use.

A 14-day performance test/start-up will occur for the station after all individual equipment commissioning, sign offs, training and Operation & Maintenance manuals have been completed. AECOM's Site Superintendent will be present during commissioning, and AECOM personnel will be on call during this time. AECOM will report on any deficiencies/problems that arise during the 14-day period.

AECOM will also assist the City in ensuring all items on the Operations Acceptance Checklist and Project Close-out Documentation checklist have been provided.

5.7 Warranty Period Services

During the one year warranty period, AECOM will complete post-construction monitoring and site inspections, as required, and communicate with the Contractor to ensure that all deficiencies are rectified within a reasonable timeframe. At the end of the warranty period, AECOM will prepare the final payment certificate and other required documentation.

6. Project Schedule

We have developed a Proposed Work Program and Fee Schedule which is appended as Figure 1. The Proposed Work Program outlines the various tasks together with the timing for each. We are prepared to initiate work immediately following project award and will complete the planning and preliminary design phase before the end of the year. The project will be tender ready in March and the construction will be completed in the fall of 2018.

7. Fee Estimate

We have developed a fee estimate that addresses the requirements of the RFP and considers the complexity of the project. Our overall fee inclusive of expenses, a \$5,000 allowance to address a possible Part II Order Request, and a \$7,500 allowance for a geotechnical investigation and report is \$139,000 (excluding HST).

As noted elsewhere, we suggest an additional allowance of \$5,000 for a Stage 1 Archaeological Assessment.

We have included in the table below, a fee schedule summarizing the name, role and rate of pay for the key staff to be engaged in this project.

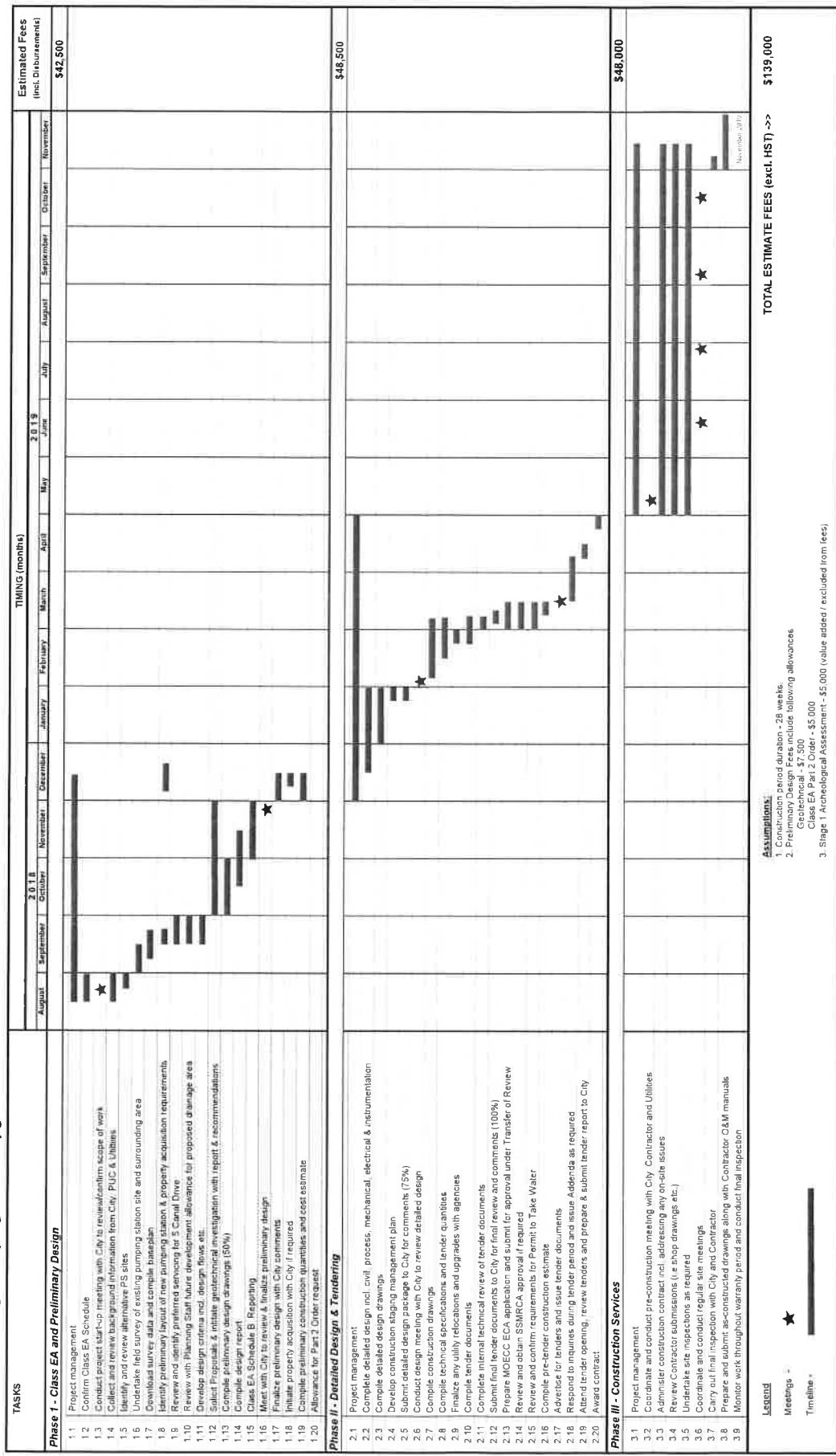
Name	Role	Hourly Rate
Rick Talvitie	Project Director	*
Darrell Maahs	Project Manager	*
Neil Awde	Senior Process Engineer	*
Matt Simons	Junior Process Engineer	*
Miles Buckrell	Senior Electrical Engineer	*
Will Dohman	Instrumentation & Controls Manager	*
Jerry Tulloch	Senior Design Technician	*
Kerry Young	Senior Design Technician / Site Inspector	*

* Refer to original proposal for rates.

AECOM will enter into a standard MEA CEO Engineering Agreement with the City of Sault Ste. Marie upon notification of award.

CITY OF SAULT STE MARIE
PROPOSED WORK PROGRAM & FEE SCHEDULE
Huron Street Sewage Pumping Station Upgrades

FIGURE 1
Date: June 18, 2018



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-135

TRAFFIC: (T2) A by-law to amend Schedules "A", "B", "F", "G", "J" and K of Traffic By-law 77-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

1. SCHEDULE "A" OF BY-LAW 77-200 AMENDED

Schedule "A" of By-law 77-200 is amended by adding the following:

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITED TIMES OR DAYS</u>
"Red Pine Drive	dead end	west limit of turnaround	east limit of turnaround	any time"

2. SCHEDULE "B" OF BY-LAW 77-200 AMENDED

Schedule "B" of By-law 77-200 is amended by removing the following:

<u>STREET</u>	<u>SIDE</u>	<u>BETWEEN</u>	<u>EFFECTIVE HOURS & DAYS</u>	<u>RATE</u>	<u>MAXIMUM PARKING PERIOD</u>
"Bruce St.east		A point 12 m north of King Street to a point 44 m south of Albert St.	0800 hrs. to 1800 hrs. Monday to Thursday and Saturday 0800 hrs. to 1430 hrs. 1730 hrs. to 2100 hrs. Friday	\$1.00 per hour	1 hour
Bruce St	west	A point 32 m south of Albert St. to a point 75 m north of Queen St.	0800 hrs. to 1200 hrs. and 1630 hrs. to 1800 hrs. Monday to Thursday & Saturday 0800 hrs. to 1200 hrs. 1630 hrs. to 2100 hrs. Friday	\$1.00 per hour	1 hour"

3. SCHEDULE "F" OF BY-LAW 77-200 AMENDED

Schedule "F" of By-law 77-200 is amended by adding the following:

<u>INTERSECTION</u>	<u>DIRECTION OF TRAFFIC</u>	<u>STOP STREET</u>
"Albert Street West at Andrew Street	southerly	Andrew Street
Albert Street East/West at Gore Street	easterly	Albert Street
Wellington Street East at Simpson Street	northerly	Simpson Street
Dacey Road at Sinclair Drive	westerly	Sinclair Drive
Red Pine Drive at Red Pine Drive	southerly	Red Pine Drive
Wellington Street West at Huron Street	northerly	Huron Street"

4. SCHEDULE "G" OF BY-LAW 77-200 AMENDED

Schedule "G" of By-law 77-200 is amended by removing the following:

INTERSECTION OR OTHER LOCATION

"Albert Street West and Huron Street
Albert Street West and Andrew Street
Albert Street East/West and Gore Street
Wellington Street East and Simpson Street
Wellington Street West and Huron Street
Cathcart Street and Huron Street"

5. SCHEDULE "J" OF BY-LAW 77-200 AMENDED

Schedule "J" of By-law 77-200 is amended by adding the following:

<u>STREET</u>	<u>BETWEEN</u>	<u>TIMES & DAYS</u>	<u>TRAFFIC DIRECTION</u>
"Fort Creek Dr. (north leg)	North St. to 182 m west of North St.	any time	westbound
Fort Creek Dr. (south leg)	187 m west of North St. to North St.	any time	eastbound"

6. SCHEDULE "K" OF BY-LAW 77-200 AMENDED

Schedule "K" of By-law 77-200 is amended by adding the following:

<u>STREET</u>	<u>BETWEEN</u>	<u>MAXIMUM SPEED</u>
"Great Northern Road	800 m north of Third Line & Fifth Line	70 km/h
Great Northern Road	Fifth Line & north city limits	80 km/h"

Schedule "K" of By-law 77-200 is amended by removing the following

<u>STREET</u>	<u>BETWEEN</u>	<u>MAXIMUM SPEED</u>
"Great Northern Road	north city limit .8 km north of Third Line	80 km/h"

7. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 13th day of August, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2018-165

LANE ASSUMPTION: (MAP 80) A by-law to assume for public use and establish as a public lane, the lane more particularly described as PIN 31587-0269 (LT) LANE PL 7602 KORAH W OF PT 1,5 1R6799; SAULT STE. MARIE, Sault Ste. Marie Park Subdivision.

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 ESTABLISHED AND ASSUMED

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public lane, the lane more particularly described as PIN 31587-0269 (LT) LANE PL 7602 KORAH W OF PT 1,5 1R6799; SAULT STE. MARIE, Sault Ste. Marie Park Subdivision.

2. EFFECTIVE DATE

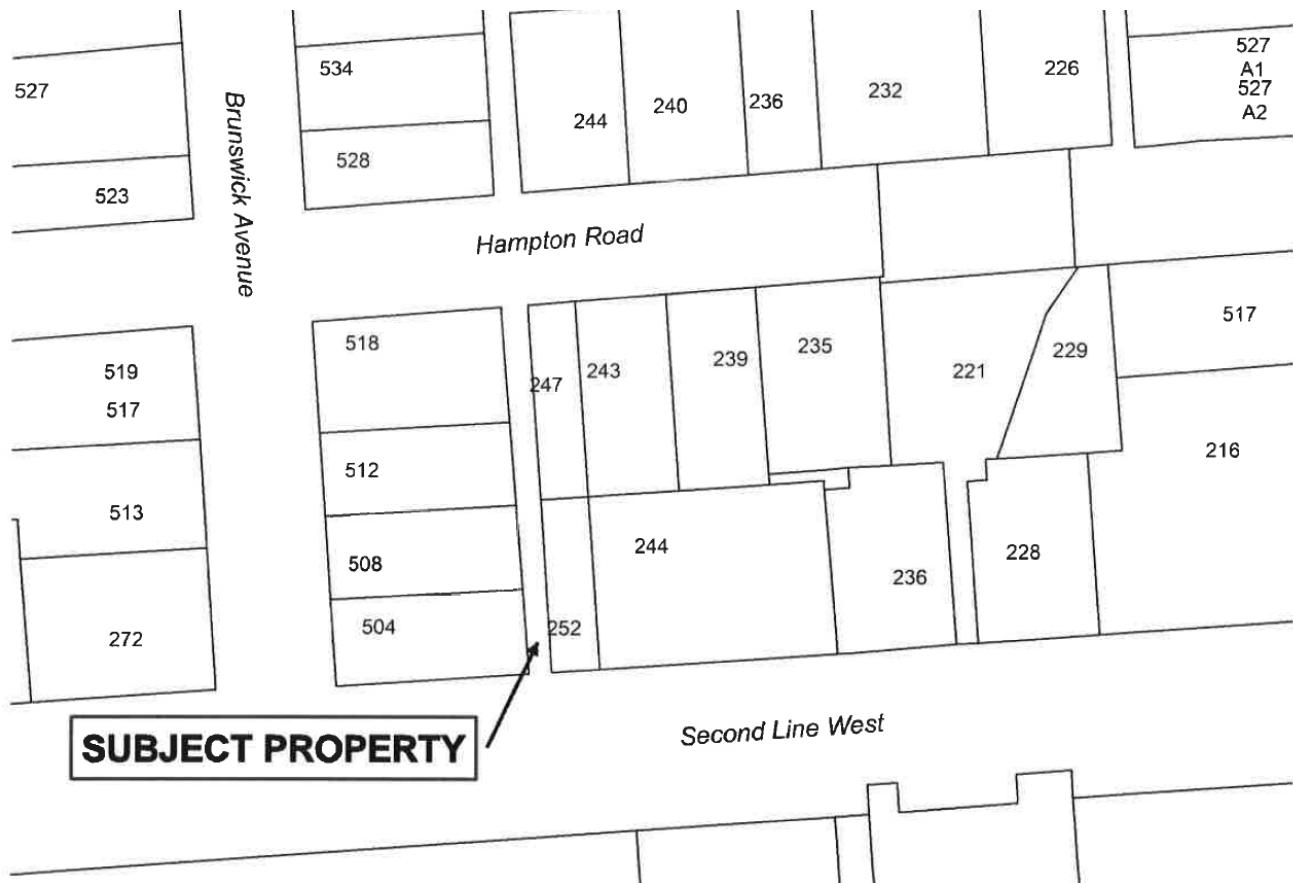
The by-law takes effect on the day of its final passing.

PASSED in open Council this 13th day of August, 2018.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-167

AGREEMENT: (C3) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency for a bronze plaque and plaque stand commemorating the Algoma Central Engine House National Historic Site to be placed on City property known as the Carmen's Way Road Allowance.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Her Majesty the Queen in right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency, a copy of which is attached as Schedule "A" hereto. This Agreement is for a bronze plaque and plaque stand commemorating the Algoma Central Engine House National Historic Site to be placed on City property known as the Carmen's Way Road Allowance.

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 13th day of August 13, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THIS AGREEMENT made this 13th day of August, 2018.

BETWEEN:

The Corporation of the City of Sault Ste. Marie, in the Province of Ontario ("City of Sault Ste. Marie"),

OF THE FIRST PART,

AND:

HER MAJESTY THE QUEEN in right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency ("Parks Canada")

OF THE SECOND PART.

WHEREAS City of Sault Ste. Marie is the owner of the lands located at Carmen`s Way Road Allowance, across from the Steelton Yard (429 Carmen`s Way), City of Sault Ste. Marie, Province of Ontario, as hereinafter defined;

AND WHEREAS Parks Canada has created a bronze plaque and plaque stand commemorating the Algoma Central Engine House National Historic Site;

AND WHEREAS Parks Canada wishes to place a plaque on the land;

AND WHEREAS City of Sault Ste. Marie and Parks Canada are desirous of entering into a certain agreement regarding the plaque on the land;

NOW THEREFORE in consideration of the sum One Dollar (\$1.00) being paid by Parks Canada, as the owner of the plaque, to City of Sault Ste. Marie as the owner of a portion of land located at N 46° 31.544 W 084° 20.904, along the John Rowswell Hub Trail in the Province of Ontario the receipt of which is herein acknowledged, and in consideration of the covenants, agreements and other undertakings herein contained, the parties covenant and agree as follows:

1. City of Sault Ste. Marie hereby gives permission to Parks Canada to use all that certain parcel or tract of land and premises situate, lying and being located at N 46° 31.544 W 084° 20.904, along the John Rowswell Hub Trail in the Province of Ontario, as shown in yellow on the site plan annexed hereto and forming part hereof as Schedule "A", ("Land").

2. City of Sault Ste. Marie hereby gives permission to Parks Canada to use for the purpose hereinafter mentioned and subject to the terms and conditions hereafter contained, the Land for a period commencing on the 1st day of August, 2018 and ending on the 31st day of July, 2038, ("Period").
3. Parks Canada has requested that City of Sault Ste. Marie grant access to Parks Canada for the purpose of installing a plaque and City of Sault Ste. Marie has agreed to do so on the terms and conditions set out in this Agreement, ("Agreement").
4. Parks Canada hereby agrees to be solely responsible for the installation of the plaque. The plaque will remain the exclusive property of Parks Canada.
5. City of Sault Ste. Marie hereby permits Parks Canada, her agents, servants, employees, contractors, guests, and invitees to enter onto the Land for the purpose of maintaining and causing to be done any such work required to repair or maintain or remove the plaque.
6. Parks Canada hereby agrees to be responsible for all maintenance and expenses related to the plaque on the Land.
7. City of Sault Ste. Marie hereby agrees under any circumstances not to move, modify or attempt to repair the plaque, but rather notify Parks Canada of any damage as soon as possible.
8. City of Sault Ste. Marie hereby agrees to allow people reasonable access to the Land for the purposes of viewing the plaque.
9. City of Sault Ste. Marie hereby agrees to maintain or cause to be maintained safe access to the plaque.
10. In relation to Parks Canada's use of the Land, Parks Canada covenants and agrees that upon the expiration or prior to the termination of this Agreement, Parks Canada shall at its own cost leave the Land free from all garbage and debris and restore the Land to a good state of maintenance and repair,
11. Parks Canada agrees to indemnify and hold harmless City of Sault Ste. Marie from any loss or damage arising from the use by Parks Canada, her agents, servants, employees, contractors, guests, and invitees, of the Land further to this Agreement.
12. City of Sault Ste. Marie agrees to indemnify and hold harmless Parks Canada or any of her servants, agents, contractors and all those for whom Parks Canada may at law be responsible, from and against claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any

manner based upon, arising out of, related to, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder.

13. The terms of this Agreement shall be subject to all applicable statutes and all regulations.
14. Either of the parties may terminate this Agreement at any time on 60 days prior written notice to the other party.
15. City of Sault Ste. Marie hereby agrees to advise Parks Canada in writing of any transfer of ownership of the Land 60 days prior to such transfer.
16. Any notice, request or other communication required by or affecting this Agreement may be served upon the parties hereto by sending it by mail, facsimile or other electronic message which provide a hard copy, postage or charges prepaid addressed to:

- (a) in the case of Her Majesty;

Minister of the Environment
c/o Superintendent, Northern Ontario Field Unit
201 May Street North, Suite 201
Thunder Bay ON P7C 3P4
807-346-2900

and

- (b) in the case of the Corporation of the City of Sault Ste. Marie
Deputy Chief Accounting Officer
Community Development and Enterprise Services
99 Foster Drive
Sault Ste. Marie ON P6A 5N1
705-759-5310

Any notice addressed by mail to Her Majesty or to City of Sault Ste. Marie pursuant to this clause will be deemed to have been effectively given on the seventh (7th) business day following the date of mailing. Such addresses may be changed from time to time by either party giving notice as provided herein. In the event of any disruption of postal service, notices will be personally served upon the parties hereto.

17. This Agreement shall ensure to the benefit of and be binding upon the respective parties their heirs, executors, administrators, successors and assigns of the parties thereto, respectively.

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents of the day and year first above written.

SIGNED, SEALED AND DELIVERED

by the Deputy Chief Accounting Officer,
Community Development and Enterprise
Services, Corporation of the City of Sault Ste.
Marie, in the presence of:

Witness

)
)
)
)
)
)
)

) Mayor Christian Provenzano
Officer

)

)
)City Clerk – Malcolm

SIGNED, SEALED AND DELIVERED

by the Superintendent, Northern Ontario
Field Unit, Parks Canada Agency, on behalf of
Her Majesty, in the presence of:

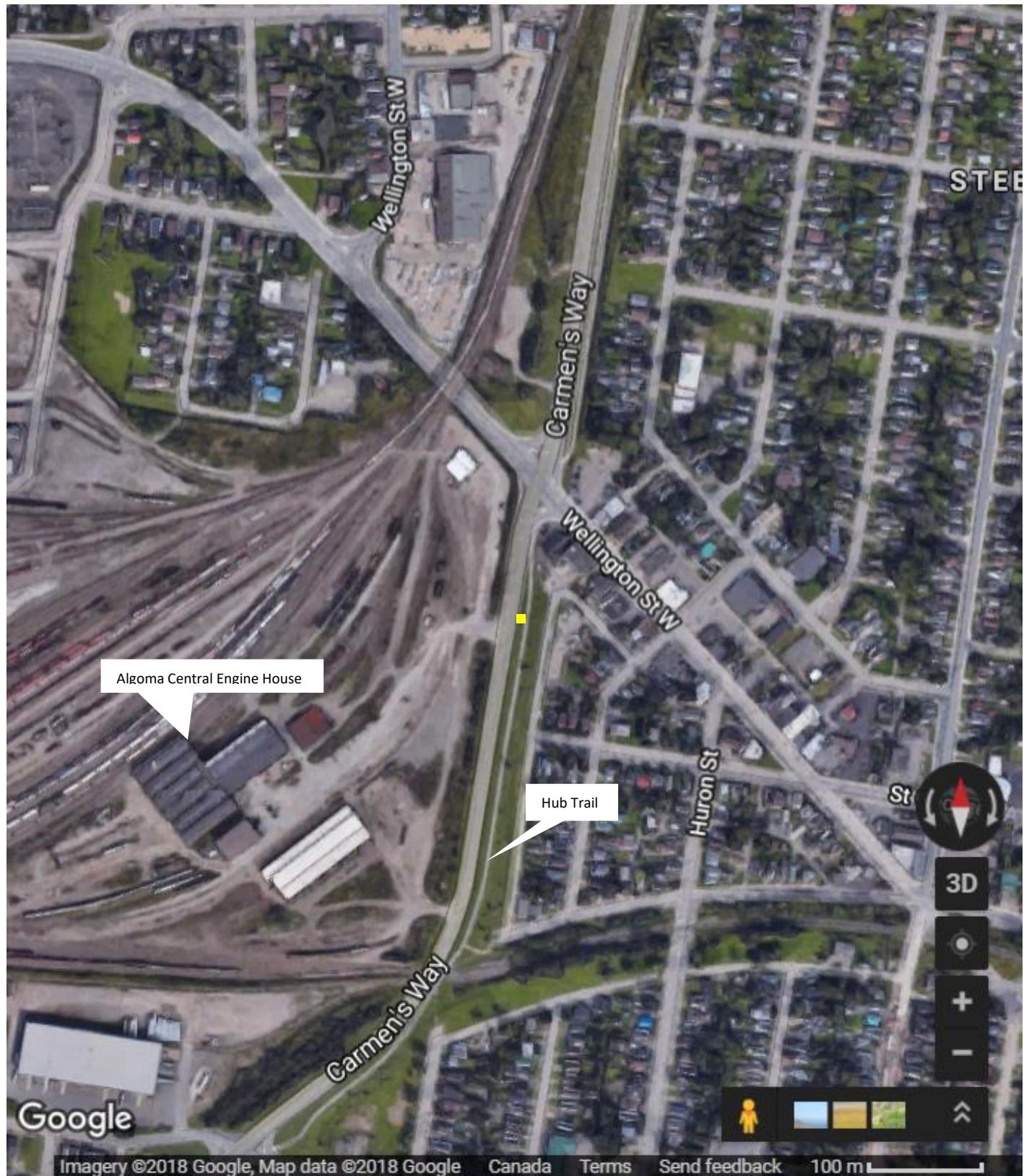
Witness

)
)
)
)
)

)

) Name:
)
)
)
)

Schedule "A"



THIS AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
AND
HER MAJESTY THE QUEEN
in right of Canada

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2018-168

PROPERTY SALE: (PR1.91) A by-law to authorize the sale of surplus property being civic 13 Salisbury Avenue, legally described in PIN 31548-0127 (LT) to The Lighthouse First Nations Church (Wendell Graber) and to repeal By-law 2017-58.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. LANDS DECLARED SURPLUS

The lands more particularly described in Schedule “A” to this by-law are surplus to the requirements of the municipality.

2. SALE AUTHORIZED

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to The Lighthouse First Nations Church (Wendell Graber) or as otherwise directed at the consideration shown and upon the conditions set out in Schedule “A”.

3. EXECUTION OF DOCUMENTS

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. SCHEDULE “A”

Schedule “A” hereto forms a part of this by-law.

5. REPEAL BY-LAW 2017-58

By-law 2017-58 is hereby repealed.

6. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 13th day of August, 2018.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-168 - Sale of 13 Salisbury and repeal
2017-58.doc

Schedule "A" to By-law 2018-168

Purchaser: The Lighthouse First Nations Church

Vendor: The Corporation of the City of Sault Ste. Marie

Property: Part 13 Salisbury Avenue

Legal Description: PT PIN 31548-0127 (LT) PT LT 2 BLK 30 PL 285 ST. MARY'S PT 1 1R9899; LT 3-11 BLK 30 PL 285 ST. MARY'S EXCEPT PT 1-5 1R8082; SAULT STE. MARIE

Consideration: One Hundred Fifty Thousand (\$150,000.00) Dollars



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-169

PROPERTY SALE: (PR1.109) A by-law to authorize the sale of surplus property being civic 236 Prentice Avenue, legally described in PIN 31594-0081 (LT) to Pasquale Lento.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. LANDS DECLARED SURPLUS

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. SALE AUTHORIZED

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to Pasquale Lento or as otherwise directed at the consideration shown and upon the conditions set out in Schedule "A".

3. EXECUTION OF DOCUMENTS

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. SCHEDULE "A"

Schedule "A" hereto forms a part of this by-law.

5. EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

PASSED in open Council this 13th day of April, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

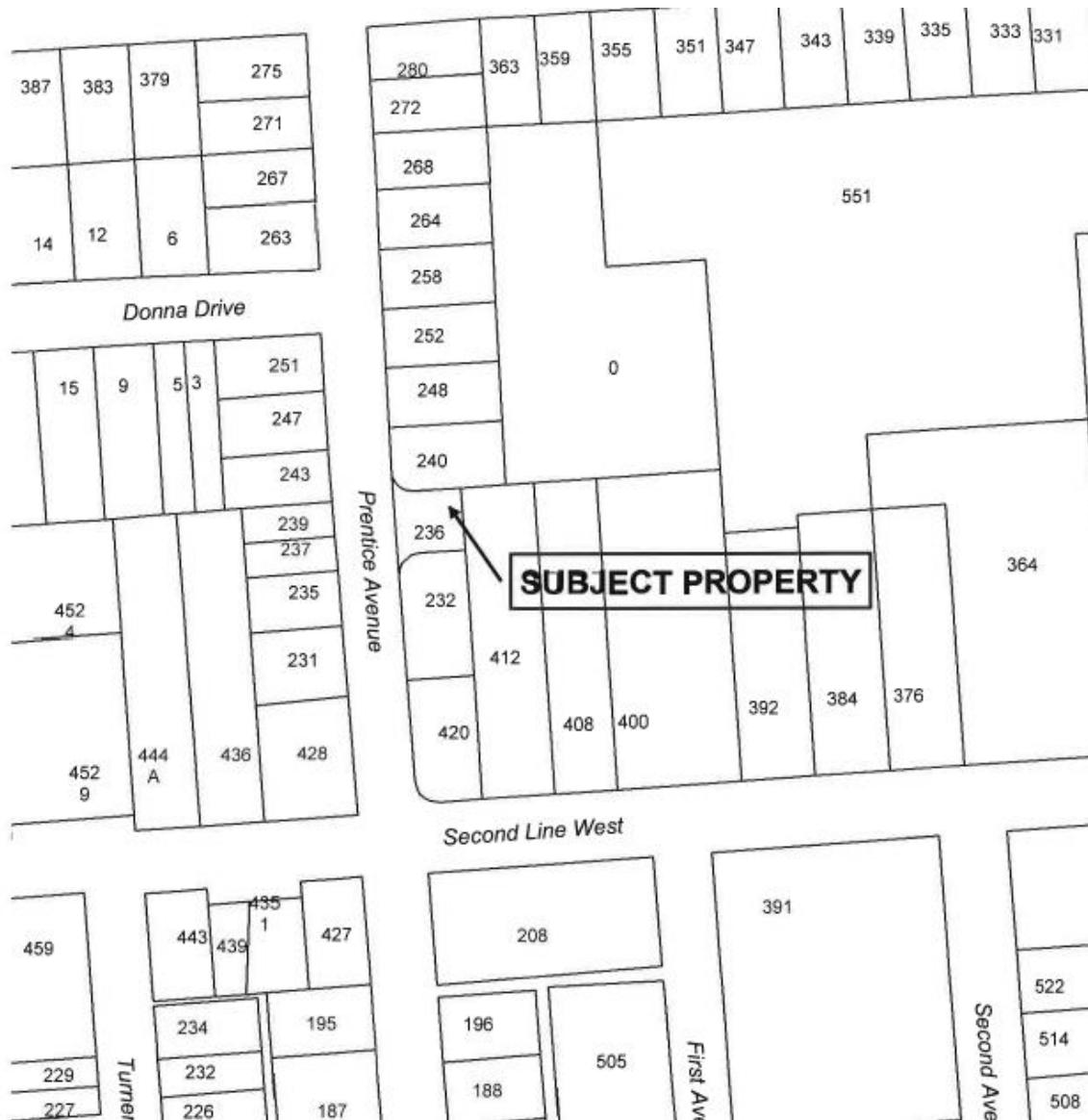
SCHEDULE "A" TO BY-LAW 2018-169

PURCHASER: PASQUALE LENTO

ADDRESS: 236 PRENTICE AVENUE
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PIN: 31594-0081 (LT)
PT LT 8, 32 RCP H625 KORAH PT 1, 2 IR2704, PT 4
IR3082; SAULT STE. MARIE

CONSIDERATION: TEN THOUSAND (\$10,000.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-170

PROPERTY ACQUISITION: (PR1.111) A by-law to authorize the acquisition of property located at civic 604 Shannon Road (Trans-Pro Investments Limited/Quality Transport Investments Limited).

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 City Solicitor is hereby authorized by By-law 2018-55 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 13th day of August, 2018.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

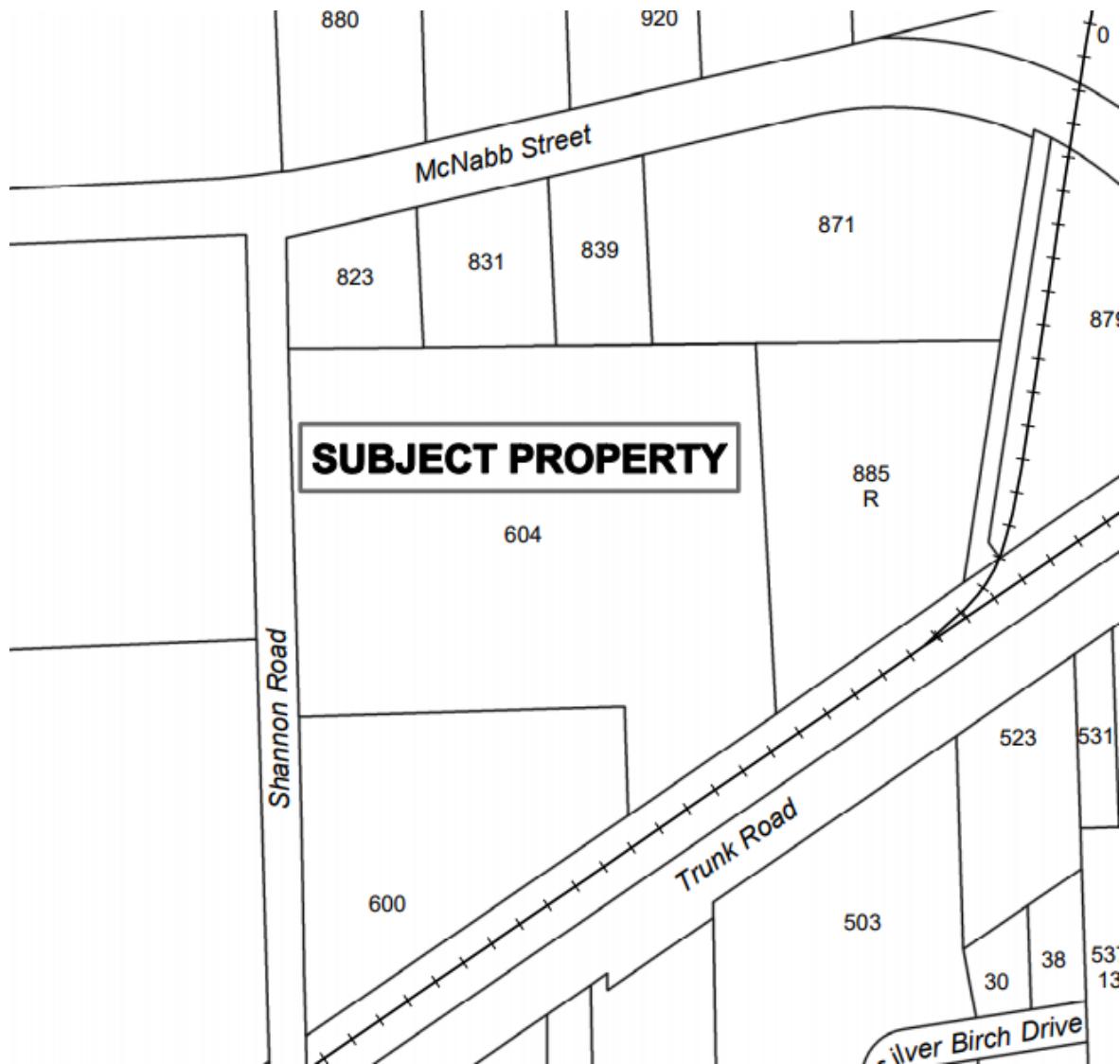
PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: Trans-Pro Investments Limited and Quality Transport Investments Limited (or as otherwise directed)

ADDRESS: 604 Shannon Road

LEGAL DESCRIPTION: PIN 31503-0072 (LT) PT SEC 4 ST. MARY'S AS IN T77311
EXCEPT PT 2, 1R6196 & PT 5, 1R1154; SAULT STE. MARIE

CONSIDERATION: Four Hundred Seventy-Five Thousand (\$475,000.00) Dollars
(subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-171

AGREEMENT: (C3.50) A by-law to authorize the execution of the Agreement between the City and Huron-Superior Catholic District School Board for the bulk purchase of ice and classroom time.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated August 13, 2018 between the City and Huron-Superior Catholic District School Board, a copy of which is attached as Schedule "A" hereto. This Agreement is for the bulk purchase of ice and classroom time.

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 13th day of August, 2018.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

THIS AGREEMENT made in duplicate this 13th day of August, 2018.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "City")

- and -

HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "HSCDSB")

WHEREAS the City is the owner and operator of several community centre recreational facilities such as the John Rhodes Community Centre, the McMeeken Centre, the Northern Community Centre, and the Essar Centre (the "Community Centres");

AND WHEREAS the City and the HSCDSB have come to an agreement with respect to the use of the Community Centres.

NOW THEREFORE the parties agree as follows:

1. TERM OF AGREEMENT

- (a) This Agreement shall be in force for one year from August 31, 2018 to August 31, 2019 (the "Term").
- (b) The HSCDSB has an option to renew this Agreement on a year-to-year basis subject to successful negotiations between the City and the HSCDSB on a renewal.

2. PREMISES

- (a) The City agrees to provide for the use of the HSCDSB the recreational facility (the "Premises"). The City will confirm dates and times by way of issuing a permit.

3. RENT TO CITY

- (a) Rental Rates

The HSCDSB agrees to pay to the City rent for facility time as set out in the rental permit, based on the current City user fee bylaw, less applicable discounts as set out in section 3 (b).

(b) Bulk Purchase Discounts

- The HSCDSB is entitled to the below discounts in the first year, being between August 31, 2018 to August 31, 2019 with no minimum hour purchase requirement. Upon any and all renewals of this Agreement;

- 10 % discount on Ice Time & Classroom Rates, booked between 8am – 5pm during the school year;
- Discounts do not apply to Ice or Classroom Time booked after 5pm weekdays or any time during weekends.

4. **CONCESSION SALES**

The City shall retain all revenues derived from concession sales for HSCDSB events.

5. **UNFORESEEN CAUSES**

The HSCDSB agrees that the City shall incur no liability to the HSCDSB for failure to perform any of the covenants or conditions herein contained if such failure is due to acts of God, strikes, equipment failure, required repairs and renovations or other causes beyond the control of the City.

6. **INSURANCE AND LIABILITY**

- (a) Both parties hereto covenant and agree to provide for the protection of each other and the general public, public liability and property damage insurance policies in the amount of at least \$5,000,000.00 each at its own expense. The HSCDSB shall name the City as an "Additional Insured" to its insurance policy. Written proof of said insurance shall be provided to the City's Community Development and Enterprise Services Department before the commencement of the Term.

- (b) The HSCDSB will from time to time and at all times hereafter well and truly save, defend and keep harmless and fully indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the City, its respective officers, servants or agents, or any of them, by reason of

or on account of loss or damage to property or injury (including death) to any person who enters, occupies or uses a part of the Premises for the purpose of attending or participating in any event in respect of which the HSCDSB occupies the Premises.

- (c) The City will from time to time and at all times hereafter truly save, defend and keep harmless and fully indemnify the HSCDSB from and against all actions, suits, claims, executions and demands of any nature whatsoever which may be brought against or made upon the HSCDSB from and against all losses, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the HSCDSB by reason, or on account, or in consequence of, or arising out of any act or omission by the City under this Agreement.

7. CANCELLATION

The City reserves the right to cancel or reschedule any date and time allotted to the HSCDSB upon giving the HSCDSB reasonable notice. In the event that the HSCDSB has to cancel a booked time, the HSCDSB is required to provide at least seven (7) days' notice to the City to allow the City to lease the facility to another interested group(s). In the event that the HSCDSB fails to give notice as required and the City is unable to lease the facility, regular rental charges set out in this Agreement will apply.

8. APPLICATION OF LEGISLATION

The City shall incur no liability in the event that legislation is enacted by a provincial or federal government which has the effect of frustrating the intent of the parties as evidenced by this Agreement.

9. BINDING EFFECT

The parties hereto agree that every covenant, provision and agreement herein shall ensure to the benefit of and be binding upon the parties hereto, and their executors, administrators and permitted assigns, that all covenants herein shall be construed as being joint and several, and that, when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neutral, as the case may be, were expressed.

10. ASSIGNMENT OF AGREEMENT

The parties hereto covenant and agree that this Agreement shall not be assigned without the consent of the City, such consent not to be unreasonably withheld. The transfer of a controlling interest in the shares

of the HSCDSB shall be considered an assignment of this Agreement.

11. AMENDMENTS

No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties hereto.

12. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties hereto and the Parties agree that there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, arrangements, representations and information conveyed, whether oral or written, between the Parties hereto. The HSCDSB acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as expressly set out in this Agreement.

13. GOVERNING LAW

This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The Parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.

14. OBSERVANCE OF RULES:

The Contract Holder agrees to comply with any by-laws, policies, codes of behavior and regulations imposed by the City governing the use of the City Facility, and all applicable Federal and Provincial statutes and regulations.

15. DRAWS AND RAFFLES

If the HSCDSB wishes to hold any type of lottery scheme such as a raffle it shall obtain the appropriate lottery license and comply with applicable laws, regulations and by-laws. A "raffle" is a lottery scheme where tickets are sold for a chance to win a prize in a draw. The different types of raffle schemes are usually identified by the method of determining the winner. Raffle prizes may consist of merchandise, cash, or a combination of the two. Please refer to the City of Sault Ste. Marie's "Alcohol Risk Management Policy - Section C Lottery License Requirements" for additional details.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATION OF
THE CITY OF SAULT STE. MARIE

CHRISTIAN PROVENZANO, Mayor

RACHEL TYCZINSKI, Deputy City Clerk

HURON-SUPERIOR CATHOLIC
DISTRICT SCHOOL

ROSE BURTON SPOHN, Director of Education

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-172

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 188 Kohler Street (1890685 Ontario Inc.).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **188 KOHLER STREET; LOCATED ON THE EAST SIDE OF KOHLER STREET, APPROXIMATELY 24M SOUTH OF WELLINGTON STREET EAST; CHANGE FROM R3 TO R3.S WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on the map attached as Schedule “A” to By-law 2005-150, is changed from R3 (Low Density Residential) zone to R3.S (Low Density Residential) zone with a “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(379) and heading as follows:

“2(379) 188 KOHLER STREET

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the east side of Kohler Street, approximately 24m south of Wellington Street East and having civic no. 188 Kohler Street and outlined and marked “Area to be Rezoned” on the map attached as Schedule 379 hereto is changed from R3 (Low Density Residential) zone to R3.S (Low Density Residential) zone with a “Special Exception” to permit, in addition to those uses permitted in an R3 zone, a 2-storey, 16-unit apartment building, subject to the following provisions:

1. That a 1.8m visually solid wood fence be erected across the rear lot line, adjacent to the proposed parking area.”

3. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

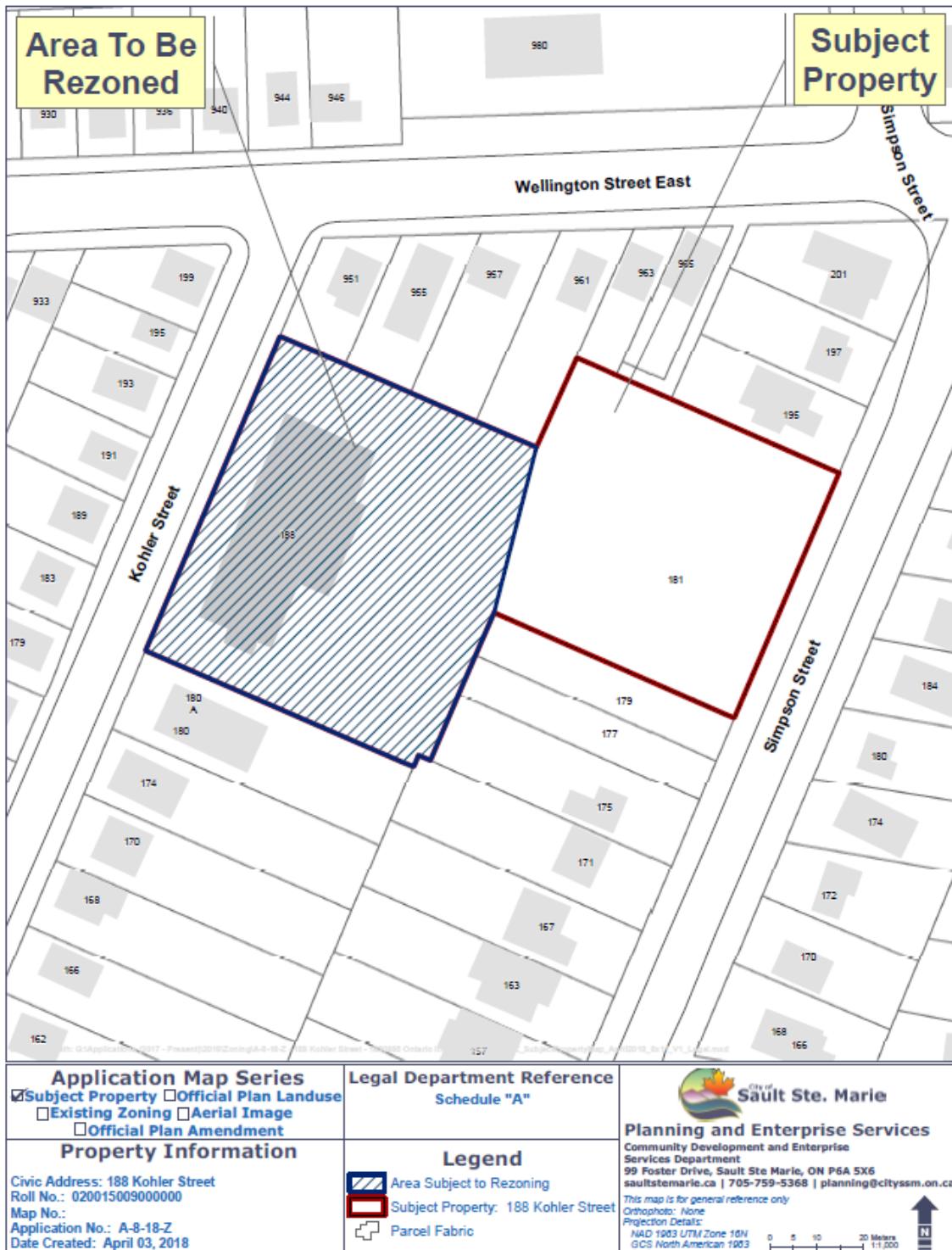
PASSED in Open Council this 13th day of August, 2018.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

t:\\\\citydata\\\\LegalDept\\\\Legal\\\\Staff\\\\LEGAL\\\\ZONING\\\\2018\\\\2018-168 (Z) 188 Kohler Street\\\\By-law 2018-168.docx

SCHEDULE "A" TO BY-LAW 2018-172 AND
SCHEDULE 379 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2018-173

DEVELOPMENT CONTROL: A by-law to designate the lands located at 188 Kohler Street an area of site plan control (1890685 Ontario Inc.).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. DEVELOPMENT CONTROL AREA

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. SITE PLAN POWERS DELEGATED

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. SCHEDULE "A"

Schedule "A" hereto forms a part of this by-law.

4. PENALTY

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. EFFECTIVE DATE

This by-law takes effect from the date of its final passing.

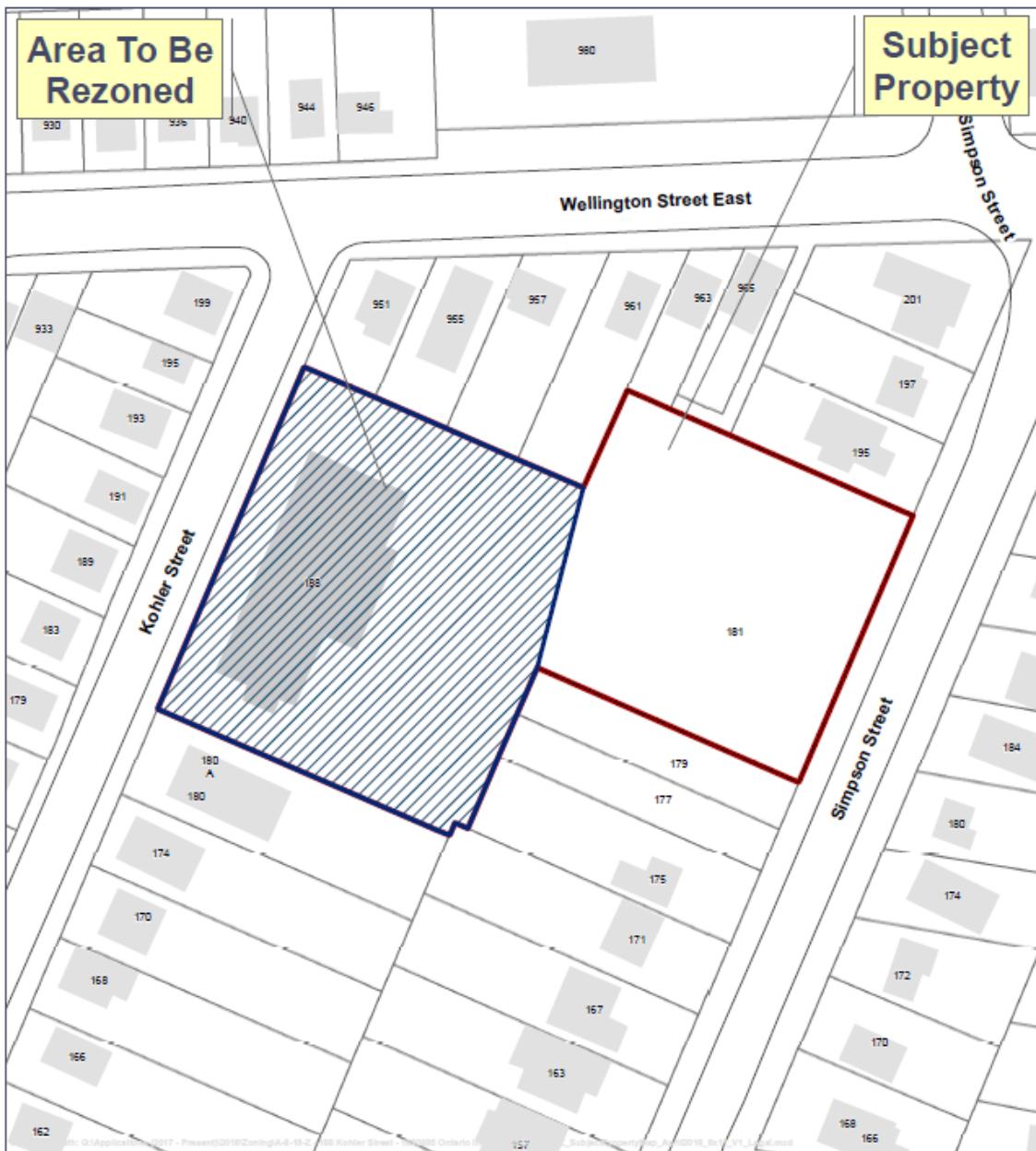
PASSED in open Council this 13th day of August, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL
TYCZINKSI

tj\\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\ZONING\\2018\\2018-168 (Z) 188 Kohler Street\\By-law 2017-173 Development Control.docx

SCHEDULE "A" TO BY-LAW 2018-173



Application Map Series	Legal Department Reference Schedule "A"	 City of Sault Ste. Marie
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment		Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@citysm.on.ca
Property Information Civic Address: 188 Kohler Street Roll No.: 020015009000000 Map No.: Application No.: A-8-18-Z Date Created: April 03, 2018	Legend  Area Subject to Rezoning  Subject Property: 188 Kohler Street  Parcel Fabric	<i>This map is for general reference only</i> Orthophoto: None Projection Details: NAD 1953 UTM Zone 10N GCS North American 1983 

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2018-174

PARKING: (P7.4) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

WHEREAS from time to time persons have been appointed by-law enforcement officers;

THEREFORE THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

1. SCHEDULE “A” TO BY-LAW 93-165 REPEALED

Schedule “A” to By-law 93-165 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

PASSED in open Council this 13th day of August, 2018.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

Sam Piraino	3
David Etchells	51
Frank Jolicoeur	72
Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Edmund Badu	100
Jason Levesque	101
Sylvia Hendriks	102
Timothy Lanthier	103
Brian Ford	104

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-175

AGREEMENT: (C3.51) A by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society for the maintenance and operation of the Sault Ste. Marie Museum commencing on August 13, 2018, and terminating on August 12, 2028.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated August 13, 2018 between the City and The Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society, a copy of which is attached as Schedule "A" hereto. This Agreement is for the maintenance and operation of the Sault Ste. Marie Museum commencing on August 13, 2018, and terminating on August 12, 2028.

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 13th day of August, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

THIS AGREEMENT made the 13th day of August, 2018

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "City")

OF THE FIRST PART

-and-

THE SAULT STE. MARIE AND 49TH FIELD REGIMENT
R.C.A., HISTORICAL SOCIETY
(hereinafter called the "Society")

OF THE SECOND PART

WHEREAS the Society is dedicated to the preservation of artifacts, objects, books, documents and other items of historical significance and to promoting public awareness of the history of the Sault Ste. Marie and Algoma District; and

WHEREAS the City enacted By-law 83-14 which authorized an agreement with Her Majesty the Queen in Right of Canada (represented by the Minister of Public Works) which agreement authorized the acquisition of the former Post Office at 690 Queen Street East; and

WHEREAS the City desires that the former Post Office designated under Part IV of the Ontario Heritage Act, be maintained and operated as a community Museum; and

WHEREAS the Society has agreed to maintain and operate the Museum (hereinafter referred to as the "Museum") on the City's behalf and the Society further agrees to perform such duties as are assigned to it in this operating agreement;

WHEREAS in addition to this agreement, the City and the Society have entered into an agreement entitled City of Sault Ste. Marie Grant Agreement renewed yearly on the 1st of January (the "Grant Agreement") outlining the terms and conditions of the grant provided by the City to the Society to enable the Society to maintain and operate the Museum in accordance with the provisions of this agreement;

NOW THEREFORE the City and the Society each agree with the other that in consideration of the covenants contained in this agreement the City leases to the Society the lands and premises described in the attached Schedule "A", together with all buildings, erections, structures and works now or hereafter erected or constructed thereon and together with all wiring, plumbing and heating apparatus and equipment, elevators and fixtures (other than fixtures owned by the Society) and all improvements and appurtenances (all referred to as the "premises").

THE CITY AND THE SOCIETY FURTHER AGREE AS FOLLOWS:

1. **TERM OF AGREEMENT**

This agreement shall commence on August 13th, 2018 and end on August 13th, 2028. However, the Society and the City may agree to extend the length of this

agreement for a further period of ten (10) years provided the City is satisfied with the management and operation of the Museum and both parties agree on the terms of any extension.

2. **TERMINATION OF AGREEMENT**

Either party may terminate this agreement without cause and without liability on one (1) year's notice in writing.

The City may, at its sole discretion, terminate this agreement in accordance with the default provisions set out in section 5 of this agreement.

3. **OPERATION OF THE MUSEUM**

The City acknowledges that it has delegated the authority to determine the routine operation of the Museum to the Society and that it shall exercise such authority in accordance with the Society's goals and objectives as determined by the Society. However, the Society shall be responsible to the City for the operation of the Museum, including the following:

a) **Construction and Improvements**

To construct displays, exhibits, office and service space in accordance with the goals of the Society as determined by the Society.

b) **Collection of Fees**

The establishment and collection of fees and admission charges and the keeping of a complete record of all money received.

c) **Personnel**

The provision and supervision of all personnel deemed necessary by the Society for the operation of the Museum, such personnel to be and remain employees of the Society and be paid by the Society.

d) **Advertising**

The advertising of exhibits, displays, programs and shows available at the Museum.

e) **Accessibility**

To make the display areas of the Museum available to the general public at all times, subject to the Society's right to set reasonable "open hours", schedule special events, exhibitions and programs, and charge fees.

f) **Compliance with By-laws**

To comply with and conform to the requirements of every applicable statute, law,

by-law or regulation requirement or order from time to time in force during the term hereof and any extension thereof. And further to comply with the current recommendations and guidelines from the Ontario Museum Association, the Canadian Museum Association and the Province of Ontario Ministry of Culture with respect to current collection standards, ethical behaviour and the avoidance of conflict of interest, as a body and individuals.

g) Inspection of Property

To permit the City's duly authorized agents at all reasonable times to enter and examine the premises and inspect the operations of the Museum.

h) Name of Museum

The Museum shall be officially named The Sault Ste. Marie Museum and the Society covenants not to rename the Museum without the prior written consent of the City.

i) Subletting

The parties acknowledge that the premises shall be utilized primarily for the Museum and its ancillary functions, however the Society shall have the authority to sublet such portions of the premises as may not be required for Museum functions with the consent of the City, provided that the total of such space as may be sublet does not exceed fifteen (15%) percent of the total floor space of the premises.

All approved tenants must supply to the City proof of general liability insurance in the amount of \$5,000,000.00, in which The Corporation of the City of Sault Ste. Marie has been named additional insured.

The Society shall advise the City when a tenancy has been terminated.

j) Insurance

The City and Society agree that the Museum shall be insured by the City under its (the City's) building, public liability and property damage and office contents insurance policy.

The Society acknowledges that the insurance referred to above pertains to the building, public liability, property damage and some office contents. It shall be the responsibility of the Society to obtain and pay for adequate insurance on any

chattels and fixtures.

k) Indemnities

To indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of any breach, violation or non-performance of any covenant, condition or agreement in this agreement on the part of the Society to be observed or performed.

4. OPERATIONAL EXPENSES

The Society shall be responsible for the operational expenses, costs, payments and outgoings incurred in respect of the premises. The allocation of funds for the below listed operational expenses is set out in Schedule “A” to the Grant Agreement, and categorized as “Other Operational Expenses”.

5. Maintenance and Improvements

a) Maintenance and Repairs

Responsible for the day to day maintenance of the premises to keep the Museum and equipment in good working order and condition. The parties acknowledge that the City has no obligation to pay any of the expenses associated with repairs and maintenance except as may be specifically agreed to in writing.

b) Alterations and Improvements

The Society shall be responsible for any alterations, additions or improvements to the premises, provided however that any alterations, additions or improvements to the structure of the building will require the approval of the City. The parties acknowledge that the City has no obligation to pay any expenses associated with any alterations unless the City has agreed in writing to be obligated. Any alterations affecting the heritage designation of the building must be approved by the Municipal Heritage Committee.

6. OBLIGATIONS OF THE CITY

THE CITY AGREES WITH THE SOCIETY AS FOLLOWS:

a) Indemnity

To indemnify the Society against all liabilities, damages, costs, claims, loss or actions arising out of the negligence of the City.

b) Sale by City

Should the City convey title to the property, this agreement shall terminate. The City shall give the Society one year's notice of its intention to convey the property.

7. **DEFAULT PROVISIONS**

This operating agreement shall be terminated:

- a) If the Society defaults in the payment of any sum payable hereunder; or
- b) If the Society fails to perform or observe any of the covenants, agreements or provisions contained in this agreement or the Grant Agreement on the part of the Society to be performed or observed and such failure shall continue for or shall not be remedied within the period of thirty (30) days next after the giving of written notice by the City to the Society of the nature of such failure; or
- c) If the Society goes bankrupt or becomes insolvent; or
- d) If the Society ceases to operate as a charitable organization.

Upon any such termination of the agreement the City shall not disturb the possession of any licensee who occupies part of the building so long as such licensee is not in default in the performance of his obligations under his licence.

8. **NOTICES**

All notices given pursuant to this agreement shall be sufficiently given if mailed, prepaid and registered, in the case of the City addressed to:

City Solicitor
Legal Department
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, Ontario P6A 5X6

and in the case of the Society, addressed to:

The President
Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society
690 Queen Street East
Sault Ste. Marie, Ontario P6A 2A4

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any such notice shall be deemed to be 48 hours after such mailing.

The Society shall supply annually to the City Solicitor of the City a list of its Boards of Directors. The Society further agrees to provide to the City details of any changes in the composition of its Board within thirty days of the change occurring.

9. **AMENDMENT**

This agreement may not be modified or amended except by an instrument in writing of equal formality and signed by the parties hereto.

10. **BINDING EFFECT**

The terms and provisions of this agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this _____ day of _____, 2018.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

) THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

)
)
)
)
)
)
)

Mayor – Christian Provenzano

)
)
)
)
)
)

City Clerk – Malcom White

)
)
)
)
)

THE SAULT STE. MARIE AND
49TH FIELD REGIMENT R.C.A.,
HISTORICAL SOCIETY

)
)
)
)
)

President

)
)
)
)

Vice-President

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-176

PLANNING: (P1.10) A by-law to extend the Rental Housing Community Improvement Plan for an additional two years.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 28 of the *Planning Act*, **ENACTS** as follows:

1. BY-LAW 2013-168

By-law 2013-168 was approved by Council on September 9, 2013, implementing the Rental Housing Community Improvement Plan.

2. RENTAL HOUSING COMMUNITY IMPROVEMENT PLAN

The Council hereby agrees to extend the Rental Housing Community improvement Plan for an additional two years.

3. EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

PASSED in open Council this 13th day of August, 2018

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-177

AGREEMENT: (C3) A by-law to authorize the execution of a funding Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre for the City's EDF contribution to the renovation 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 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 funding Agreement dated August 13, 2018, between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre, a copy of which is attached as Schedule "A" hereto. This agreement is for the City's EDF contribution to the renovation project.

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 13th day of August, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

CITY OF SAULT STE. MARIE FUNDING AGREEMENT

THE AGREEMENT is effective as of the 13th day of August, 2018 (Effective Date).

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

THE ONTARIO BUSHPLANE HERITAGE AND FOREST FIRE EDUCATIONAL CENTRE (CBHC)

(hereinafter referred to as the "Recipient")

WHEREAS the City Council has passed a resolution to contribute funding to the above noted recipient on a one time basis to support the applications to the Northern Ontario Heritage Fund and Ontario Trillium Foundation to complete major renovations to the Centre.

AND WHEREAS the parties have mutually agreed to the covenant and funding as set out in this Agreement;

NOW THEREFORE the parties hereto agree as follows:

1.0 Term

The Agreement will commence on the Effective Date and will expire twelve (12) months after:

- i) The completion of the project; or
- ii) Upon the date on which all amounts due to the Recipient by the City under this Agreement, have been paid in full

Whichever is later, unless terminated by the City pursuant to the terms contained herein.

Upon the expiry of the Agreement, the Recipient shall follow the provisions of Section 3.5 of this Agreement.

2.0 Use of Funds

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time; and
- ii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, other grants, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term.

3.0 Funds Provided

Subject to the terms and conditions of the Agreement, The City shall provide Funds to the Recipient in respect to the Project in the amount not exceeding the lesser of:

- i. \$100,000
- ii. 9.01% of the incurred Eligible & Supported Costs of \$1,109,360 of the Project outlined in Schedule A

The Recipient acknowledges that:

- i. It is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement save and except for Municipal Tax Rebate Programs and City Council approved special grant programs; and
- ii. Any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Use of Funds

The Recipient shall use the Funds solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Schedule B and shall carry out the Project in a diligent and professional manner.

3.2 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement or upon termination of the Agreement by the City, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.3 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further installments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

3.4 Accounting Records

The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

3.5 Reports

The Recipient shall:

- i. Submit to the City all reports and documents in accordance with the timelines and content requirements set out in the Reports Schedule C.
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Present to City Council a final report following the completion of the project on a date specified by the City including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization.

4.0 Total Government Funding

- i) The Recipient hereby confirms that for the purpose of this Project, the following additional sources of government funding including without limitation, federal, provincial, municipal, or local government assistance has been approved or received:

Northern Ontario Heritage Fund Corporation	\$ 497,000
FedNor	\$ 438,000

5.0 Procurement

5.1 The Recipient shall be responsible and accountable for the procurement of goods, services or Assets related to the Project in accordance with a written policy.

5.2 The Recipient shall favour a competitive process for the procurement of goods, Assets and services for the Project that enhances access, transparency, competition and fairness and results in best value. The Recipient agrees to ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods, services or Assets for the Project to a specific person or entity.

5.3 The Recipient shall maintain procurement files containing all relevant procurement documentation including, without being limited to, purchase requisitions, tender documents or records of telephone bids, tender evaluations, contracts or purchase orders, invoices, and shipping and receiving documentation.

6.0 Claims and Payments

Subject to the terms and conditions of the Agreement, the City shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the maximum funds

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. To initiate reimbursement of Eligible and Supported Costs, the Recipient shall submit:

- i. Copies of vendor invoices, proof of payment, spreadsheet detailing applicable HST rebates, and copies of government funding claims, such as FedNor.
- ii. A certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement
- iii. A completed electronic funds transfer information form which will enable the City to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer;
- iv. Any other documentation in support of the claim as may be required by the City

6.1.1. The City shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which the Recipient shall immediately take action to address and rectify.

6.1.2. Subject to the maximum Contribution amounts set forth in subsection 3.0 and all other conditions in this Agreement, the City shall pay to the Recipient the City's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the City's payment practices.

6.1.3. The City may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.

6.1.4. The City may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the City.

6.2 Final Claim Procedures

In addition to the requirements set out in subsection 6.1, with respect to the Recipients' final claim for any Eligible and Supported Costs, the Recipient shall submit to the City in scope and detail:

- i. A final statement of total Project costs;
- ii. A statement of the total funding provided from all sources for the Project, including total government funding received;
- iii. A final Activity Report on the Project;
- iv. A final Results Report on the outcomes and impacts of the Project for evaluation purposes; and
- v. A certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported costs incurred and Paid submitted for payment

The Recipient shall submit the final claim for Eligible and Supported Costs no later than six (6) months after the completion date or early termination date of the project. The City shall have no obligation to pay any claims submitted after that date.

7.0 Recognition

Recognition of the City of Sault Ste. Marie Economic Development Fund contribution to the project is required. The City logo is to be included in project reports and appropriate marketing products.

8.0 Insurance

The Licensee(s) agrees to maintain at all times during the currency of this license hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licensed to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form, shall be filed with the City of Sault Ste. Marie Community Development & Enterprise Services Department on or before July 31, 2018.

9.0 Indemnity

The Recipient hereby agrees to indemnify and hold harmless the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

10.0 Default

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and may result in the immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City. Each of the following events shall constitute an "**Event of Default**":

- ii) If in the opinion of the City, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with the City;
- iii) If in the opinion of the City, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of Agreement:
 - a) Carry out the Project
 - b) Use or spend Funds; and/or
 - c) Provide Reports
- iv) The nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the City provides the Funds;
- v) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- vi) If any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
- vii) The Recipient ceases to operate; or
- viii) A Conflict of interest that cannot be resolved to the City's satisfaction, acting reasonable

10.1 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

- i) Initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Project;
- ii) Suspend the payment of Funds for such period as the City determines appropriate;
- iii) Reduce the amount of the Funds;
- iv) Cancel all further payment of Funds;
- v) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by the City shall immediately become due and payable;
- vi) Demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the City, whereupon the amount demanded by the City shall immediately become due and payable;
- vii) Terminate the Agreement, effective immediately, upon giving written Notice to the Recipient; and/or
- viii) Exercise any other rights or remedies available to the City under this Agreement or applicable law.

11.0 Termination

The City may, at its sole discretion at any time and for any reason, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination.

In the event that the City elects to terminate the Agreement as a result of an Event of Default on the part of the Recipient, as set out in Section 10.0 above, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and conditions set out in Section 10.0 and Section 10.1 herein shall apply.

12.0 Notice

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City of SSM:

Tom Vair
Deputy CAO, Community Development & Enterprise Services
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

Dan Ingram
Executive Director
Canadian Bushplane Heritage Centre

50 Pim Street
Sault Ste. Marie, ON P6A 3G4

13.0 General Provisions

13.1 General Expenses Incurred

Any charges or expenses incurred by either party in preparation for or as a result of this Agreement or the parties' meetings and communications or any work done hereunder are to the sole account of the party incurring same unless otherwise agreed in writing.

13.2 Applicable Law

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

13.3 Assignment

The Recipient shall not assign or transfer this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

13.4 Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.

14.0 Execution of Agreement

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

By: _____

Date _____

Name and Title _____

By: _____

Date _____

Name and Title _____

I/we have authority to bind the Corporation.

THE ONTARIO BUSHPLANE HERITAGE AND FOREST FIRE EDUCATIONAL CENTRE

By: _____ Date _____

Name and Title _____

By: _____ Date _____

Name and Title _____

I/we have authority to bind the Corporation.

SCHEDULE "A" PROJECT DESCRIPTION

1. PROJECT DESCRIPTION

To renovate and upgrade exhibits and event areas and purchase equipment. Completion of the project is expected to increase visitation to the CBHC from outside the region and create new business opportunities to support the Centre's future growth and sustainability.

2. THE KEY PERFORMANCE TARGETS ARE:

A. Net Job Creation:

This project will assist in the creation of four new full time positions, five part time positions and 5 new in-direct jobs while supporting the retention of 7.5 full time positions.

B. Increased Tax Assessment:

This project sustains but does not increase the city's tax assessment capacity

C. Other Community Development Benefits

This will be a strong anchor of the SSM Downtown Revitalization Initiatives Program contributing to the redevelopment of tourism products in the downtown area. It will offer unique training, education and employment opportunities for local students and residents and will support the growth and development of the knowledge-based employment.

3. PROJECT DATES

- a. Commencement Date – December 21, 2017
- b. Completion Date – August 30, 2019

4. KEY WORKPLAN ACTIVITIES, TIMELINES AND MILESTONES

Between the project start and end date the CBHC would complete the following:

- Construction of an exhibit development and production studio and control room; archival research and program area; events space; and, a traveling and rotating exhibit area;
- Conversion of the current volunteer room into a small preparation kitchen with event equipment storage space and washrooms to support current and new events;
- Renovations to the front lobby, gift shop and public washrooms including a new entry ramp and rail to facilitate traffic flow and improve accessibility;
- Modernization of merchandising equipment and displays;
- Purchase of event-related equipment including: tables, chairs, lighting, audio visual and public address systems, staging, and new interactive digital touchscreen display units, which would digitally display the CBHC's aircraft collection;
- Development and implementation of a nature exchange and Entomica (insectarium) exhibit; and
- Creation of an on-line store compatible with its new "point of sale" equipment ; which would enable the CBHC to expand its consumer base

5. PERFORMANCE MEASURES AND TRACKING PLAN

The CBHC would monitor, track and report on the following project results:

- 1 facility modernized;
- 1 marketing strategy implemented;
- 4 full-time and 5 part-time jobs maintained
- 27 strategic and business alliances maintained;
- 5 new products developed and implemented; and
- 5 construction jobs created

SCHEDULE "B" PROJECT COSTS AND FINANCING

RECIPIENT'S NAME: Canadian Bushplane Heritage Centre

ALLOCATION: \$100,000.00

The Recipient acknowledges this is a one-time payment for Eligible Projects with Eligible Costs

ELIGIBLE GRANT EXPENDITURES

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		City of SSM	\$ 100,000
Supported	\$1,109,360	Provincial	\$ 497,000
Not Supported	\$ 65,640	FedNor	\$ 438,000
Ineligible Costs	\$ 0	Other Federal	\$ 0
		Financial Institution	\$ 0
		Recipient	\$ 115,000
		Other	\$ 25,000
Total	\$1,175,000		\$3,600,000

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Construction, materials and equipment	\$ 907,724		\$ 907,724
Professional fees (including engineering, Design and project management)	\$ 201,636		\$ 201,636
Marketing	\$ 25,000	\$ 25,000	
Administration Costs	\$ 40,640	\$ 40,640	
TOTAL ELIGIBLE COSTS	\$1,109,360	\$ 65,540	\$1,175,000

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

** Upon request, the Recipient will provide copies of invoices for other cost categories to monitor overall Project spending and the City's share of eligible and total costs.

SCHEDULE "C" REPORTING

The following documents shall be filed with the Finance Department of the City:

1. Claims for Eligible and Supported costs incurred in accordance with 6.1
2. Final claims procedures in accordance with 6.2

SCHEDULE "D"

SUMMARY OF ELIGIBLE EXPENSES

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "B" and that none have been reimbursed by another party.

Signature/Title

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-178

AGREEMENT: (AG150) A by-law to authorize the execution of the Agreement between the City and Mr. Kevin Belsito to lease the property of the City at 363 Wellington Street West, being part of PIN 31572-0242 (LT) for the purpose of parking.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated August 13, 2018 between the City and Mr. Kevin Belsito, a copy of which is attached as Schedule "A" hereto. This Agreement is to lease the property of the City at 363 Wellington Street West, being part of PIN 31572-0242 (LT) for the purpose of parking.

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 13th day of August, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

LEASE AGREEMENT

Lease File No. AG150

This Agreement made this 13th day of August, 2018.

IN PURSUANCE OF the Short Forms of Leases Act, R.S.O. 1990, c. S.11.

B E T W E E N: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

hereinafter called the "Landlord"

– and –

KEVIN BELSITO

hereinafter called the "Tenant"

WHEREAS the Tenant is the owner of 355 Wellington Street West being land adjacent to the leased property;

AND WHEREAS the Tenant wishes to lease property owned by the Landlord located on Wellington St. West on the west side of the Tenant's property;

AND WHEREAS the Tenant requires the leased property to effect his development plans;

NOW THEREFORE IN CONSIDERATION of the sum of \$2.00 and other valuable consideration now paid by each party to the other, the parties agree as follows:

1. Definitions

"Agreement" shall mean this Lease Agreement.

"Demised Area" shall mean the Landlord property more specifically identified as the "Demised Area" in Schedule "A" attached hereto.

"Term" shall mean the period of the Agreement, including any extensions. If the Agreement ends prematurely for any reason, the Term will end at that time as well.

2. Period of Agreement

The Landlord hereby demises and leases the Demised Area to the Tenant for a Term of three (3) years commencing September 1, 2018 and expiring September 1, 2021 on the terms and conditions set out in this Agreement.

3. Property

The Landlord agrees to lease to the Tenant the property of the Landlord at 363 Wellington Street West, being part of PIN 31572-0242 (LT), specifically identified as the Demised Area in Schedule "A", attached hereto.

4. Rent and Costs

The Tenant shall pay the Landlord rent at an annual rate of five hundred dollars (\$500.00) for the entirety of the Term payable on or before September 1st of each year.

5. Tenant's Responsibilities

(a) The Tenant covenants with the Landlord:

- (i) to pay rent;
- (ii) be removed and read as follows: to make changes or improvements to the Demised Area within the scope of the permitted use at the sole expense of the Tenant and that any change or improvement must be submitted in writing by the Tenant to the Landlords for approval. That such changes or improvements made to the Demised Area shall be completed by a City approved contractor. If, at the sole discretion of the Landlord, it requires access to any portion of the Demised Area for any reason whatsoever, the Landlord may remove any portion of or the entirety of the changes or improvements made by the Tenant, the Tenant shall in no way restrict such access and the Landlord shall in no way be responsible for the cost of restoring or restoring the aforesaid changes or improvements. Any change or improvement shall not affect the City's winter control operations or traffic sight lines;
- (iii) to keep the Demised Area in a clean and well-ordered condition and not to permit any rubbish, refuse, debris or other material to be stored or to accumulate therein, to the satisfaction of the Landlord;
- (iv) to use the Demised Area only for the purposes of additional parking;
- (v) not to assign or sublet this Agreement without the prior written consent of the Landlord;

- (vi) not to use or occupy the Demised Area without maintaining proper insurance coverage as specified herein and providing proof of the said insurance to the Landlord;
 - (vii) to comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Demised Area, including the obtaining of all necessary permits and licenses, and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
 - (viii) upon expiration or termination of the tenancy of this Agreement, the Tenant at its own risk and expense, shall leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Landlord's reasonable satisfaction; and
 - (ix) that upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this Agreement within thirty (30) days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefor reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.
- (b) The Tenant accepts the Demised Area in the condition existing at the date of the commencement of the Term.

6. Landlord's Responsibilities

- (a) During the Term, the Landlord has no obligation to make any improvements or provide any maintenance to the Demised Area.
- (b) If, at the sole discretion of the Landlord, the Landlord requires access to any portion of the Demised Area to maintain, replace or in any manner deal with City services located on or under the lands comprising the Demised Area, the Landlord shall be permitted unfettered and unrestricted access to the Demised Area and shall further be permitted to complete all work(s) the Landlord deems is necessary. In such an event, the Landlord shall restore the Demised Area to the same condition that existed prior to its access and work at the Demised Area.
- (c) No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
- (d) Any written waiver by the Landlord shall have effect only in accordance with its express terms.
- (e) All rights and remedies of the Landlord under this Agreement shall be cumulative and not alternative.

7. Insurance

- (a) The Tenant shall indemnify and save harmless the Landlord from and against all claims, including claims by the Tenant and including, without limiting the generality of the foregoing, all claims for personal injury or property damages regardless of the cause and from all costs, fees, expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon.
- (b) The Tenant undertakes to refrain from using the Demised Area for the purposes set out herein or any purpose until proof of proper insurance has been provided to the Landlord and shall at all times thereafter during the currency of this Term and any renewal thereof, at its own expense, maintain in force insurance coverage with respect to the Demised Area and its use, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies for:
 - (i) liability insurance for bodily injury, death or property damage up to five million dollars (\$5,000,000.00).
 - (ii) The insurance policy or policies shall identify the Landlord as an additional insured.
- (c) The Tenant acknowledges and agrees that in the event that the Tenant uses the Demised Area for any purpose without the Tenant having provided the Landlord with proof of proper insurance, the Landlord may, in its sole discretion, immediately terminate this Agreement without any further remedy or recourse by the Tenant.
- (d) The Landlord assumes no responsibility for damage, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the Tenant or of any other person except to the extent caused by the negligence of the Landlord or any person(s) for whom the Landlord is at law responsible.

8. Termination

- (a) The Landlord or the Tenant may terminate the Agreement on giving sixty (60) days written notice to the other party of their intention to do so.
- (b) The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.

- (c) If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly Tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this Agreement.

9. Entire Agreement

The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement which constitutes the entire agreement between the parties concerning the Demised Area and which may be modified only by further written agreement under seal.

10. Successors

The provisions of this Agreement shall be binding upon, and endure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

11. Notice

Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

in the case of notice to the Landlord to:

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

in the case of notice to the Tenant to:

Kevin Belsito
45 Edgar Ln.
Aweres Twp., Ontario P6A 0E4

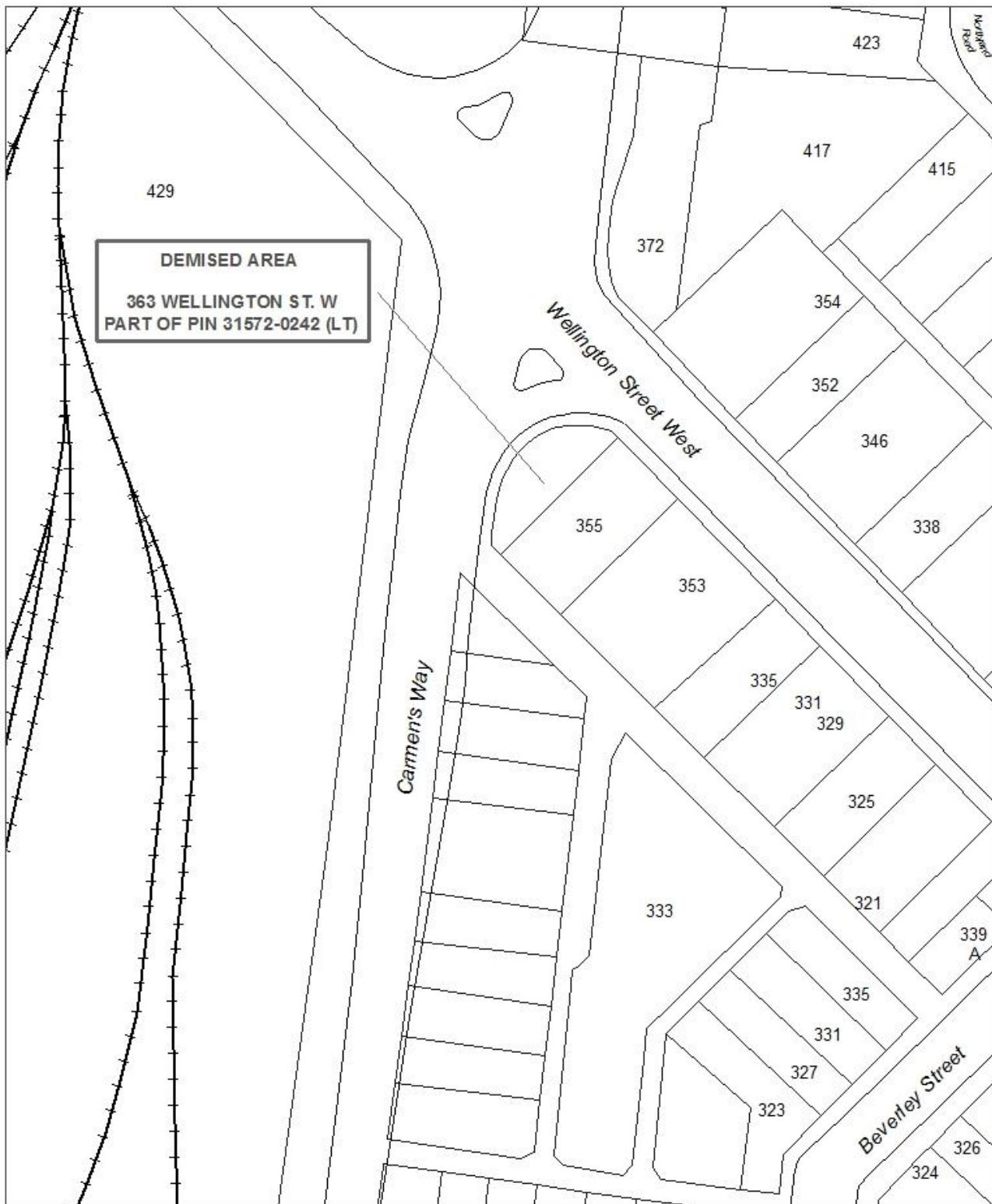
or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting

the handling or delivery thereof, on the fourth (4th) business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the first (1st) day next following the dating of faxing.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

) THE CORPORATION OF THE CITY OF SAULT STE. MARIE
)
)
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)
)
) MAYOR – CHRISTIAN PROVENZANO
)
)
)
)
)
) CLERK – MALCOLM WHITE
)
)
)
)
)
) KEVIN BELSITO

Schedule "A"



SCHEDULE A

AG150 363 WELLINGTON STREET W

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The Corporation of the City of Sault Ste. Marie
Engineering & Planning Department
Planning Division
August 10, 2015

This map is for general reference only.
For more information, see the
Engineering and Planning Department.
Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983

Parcel Fabric



0 10 20 40 Meters
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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-179

AGREEMENT: A by-law to authorize the execution of a lease agreement between the City and Jody Wilson carrying on business as Icebreakers Sports Bar and Grill for the operation of a restaurant/lounge at the John Rhodes Community Centre.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, **ENACTS** as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and the 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 1st day of September, 2018 and made between the City and Jody Wilson carrying on business as Icebreakers Sports Bar and Grill for the operation of a restaurant/lounge at the John Rhodes Community Centre.

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 13th day of August, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

This Agreement made this 1st day of September 2018
IN PURSUANCE OF the Short Forms of Leases Act, R.S.O. 1990, c. S.11.

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter called the "Landlord"

and

JODY WILSON, CARRYING ON BUSINESS AS
ICEBREAKERS SPORTS BAR AND GRILL

hereinafter called the "Tenant"

WHEREAS the City has previously entered into agreements for the provision of the Demised Area of the John Rhodes Community Centre;

AND WHEREAS it is the City's desire that the Demised Area be operated by a private-sector operator;

AND WHEREAS the said corporation wishes to operate the Demised Area as a sports bar and grill;

NOW THEREFORE the parties agree as follow:

1) In this lease:

- a) "Demised Area" shall mean a restaurant/lounge comprising a portion of the John Rhodes Centre and shown on Schedule "A" consisting of 6,000 square feet of leaseable area.
- b) "Director" shall mean the Director, Community Services, Community Development & Enterprise Services or their delegate.

2) Term:

- a) The Landlord hereby demises and leases the Demised Area to the Tenant for a term of Seven (7) years commencing September 1, 2018, and expiring September 30, 2025, on the terms and conditions set out in this lease.

- b) Either party may give the other party 3 months written notice of its desire to renew this lease for a period of Five (5) years. Upon the receipt of such notice the parties will meet in an attempt to negotiate the terms of the renewal of the lease.

3) Rent:

- a) The Tenant shall pay the Landlord rent consisting of:

\$4,000.00 plus HST per month from September to April during the above Term; and,

\$2,000.00 plus HST per month from May to August during the above Term.

- b) In addition to the payment of rent set out above, the Tenant shall be responsible for paying:
 - i) its own cleaning costs.
 - ii) any property taxes that may arise as a result of the Tenant's occupancy and use of the Demised Area, which will be billed monthly to the Tenant by the Landlord
 - iii) any H.S.T. payable as a result of the Tenant's occupancy and use of the Demised Area and any provincial sales tax that may be applicable.
- c) If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly Tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this lease.
- d) Should the Landlord require the Tenant to close or otherwise restrict operations, the Tenant's monthly rent shall be pro rated accordingly. Such action will not be taken except for major national or international events taking place in the City.

4) Late payment or non-payment of rent:

- a) All sums, for rent or otherwise, payable to the Landlord under this lease shall bear interest commencing the first day next following the failing due thereof, at the then current rate of interest charged to the Landlord by its bankers until the actual date of payment.
- b) The Tenant shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Demised Area, except to the extent that the Landlord is not successful therein.
- c) If the Tenant or any assignee or sub-Tenant makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the Bankruptcy and Insolvency Act or if the leasehold interest created by this

indenture is at any time seized or taken in execution or in attachment, or if the Tenant or any corporate assignee or sub-Tenant is subjected to voluntary or compulsory liquidation or winding-up, or if the Demised Area becomes abandoned, then, at the option of the Landlord, the lease shall cease, the Term shall be at an end, the rent for the then next ensuing three months shall immediately become due and payable and the Landlord may re-enter and take possession.

- d) Notwithstanding any present or future Act of the Ontario Legislature, none of the Tenant's goods and chattels on the Demised Area shall at any time during the Term be exempt from levy by distress for rent in arrears, and the Tenant, having waived any such exemption, shall by this clause be estopped from setting up any such exemption in any proceedings between the parties.
- e) This indenture makes provision for re-entry by the Landlord on non-payment of rent or non-performance of covenants.

5) Tenant covenants:

- a) The Tenant covenants with the Landlord:
 - i) to pay rent;
 - ii) to pay all cable, internet, phone, and satellite television charges
 - iii) not to make changes in the Demised Area except in accordance with plans therefore which have been submitted to, and approved by, the Director, such approval not to be unreasonably withheld and to make any such changes expeditiously in a good and worker like manner (including property clean-up) to the satisfaction of the Director;
 - iv) to keep the Demised Area in a clean and well ordered condition and not to permit any rubbish, refuse, debris or other objectionable material to be stored or to accumulate therein, all to the satisfaction of the Director;
 - v) to use the Demised Area only for the purposes of a restaurant and licensed beverage lounge;
 - vi) not to erect any signs in the John Rhodes Community Centre without the written consent of the Director;
 - vii) to ensure that nothing is done or kept at or on the Demised Area which is or may be a nuisance or which causes damage to or interference with normal usage of any adjoining property, provided that the use referred to in clause (iii) and the vehicles, supplies and equipment necessarily incidental thereto shall not be deemed to be, in and of themselves, a nuisance;
 - viii) to take at its own expense all measures necessary to ensure to the Director's satisfaction that the plant of or appurtenances to any municipal service or public utility now or in the future on, under or adjacent to the Demised Area, is adequately protected against damage, impairment, destruction or loss;

- ix) not to store explosive substances on, within, or in proximity to the Demised Area;
- x) to comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Demised Area, including the obtaining of all necessary permits and licences and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
- xi) upon termination of the tenancy any fixtures and chattels belonging to added to the Demised Area will become property of the Landlord unless otherwise agreed to, with all damage, if any, caused by such removal made good by it and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Director's satisfaction, any costs or expense will be made against the Tenant, and
- xii) that upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 30 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfill such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.
- xiii) To maintain in force and good standing during the term of this lease a letter of credit in the amount of \$10,000.00
- b) The Tenant accepts the Demised Area in the condition existing at the date of the commencement of the Term, which includes kitchen and bar equipment. The Tenant shall be responsible for the maintenance of such equipment.
- c) The installation and repair of all heating and air conditioning equipment shall be the responsibility of the Landlord. The Landlord shall replace any heating or air conditioning equipment that requires replacement due to normal wear and tear. The repair and maintenance of any restaurant and kitchen related equipment shall be the responsibility of the Tenant.
- d) The Tenant's hours of operation shall be from 11:00 a.m. to 2:00 a.m., seven days per week, unless the Tenant otherwise advises the Landlord in writing about the change in the hours of operation or unless dictated by Provincial law.
- e) It is the responsibility of the Tenant to apply for and satisfy all the requirements of the Alcohol and Gaming Commission of Ontario.
- f) For any products that are tendered for by the City, such as but not limited to soft drinks, potato chips, chocolate bars, the Tenant agrees to use only those products in the Demised Area and will pay the same price paid by the City for those products.
- g) The Tenant shall not enter into any agreement for the exclusive provision of any product without the approval of the Director.

6) Landlord covenants:

- a) The Landlord covenants that it shall install systems capable of heating, ventilating and air conditioning the Demised Area, other leasable premises in the John Rhodes Centre and the common facilities and administrative areas of the John Rhodes Centre to reasonable temperatures for the reasonable use thereof, as determined by the Landlord.
- b) In the event of any breakdown in the heating, ventilating or air conditioning systems, the Landlord shall not be liable to the Tenant for indirect or consequential damages or damages for personal discomfort or illness.

7) Landlord right of entry:

- a) The Landlord or any employee or agent of the Landlord, including inspectors for Algoma Public Health, shall have the right during business hours of the Tenant or at any time during any emergency as determined by the Landlord, to enter the Demised Area for any of the following purposes:
 - i) to examine the state of maintenance, repair and decoration of the Demised Area and the equipment and fixtures therein;
 - ii) to install and maintain pipes, conduits, wire and ducts in the Demised Area to serve the Demised Area or other premises, or both;
 - iii) to show the Demised Area to prospective purchasers, lessees, encumbrances or assignees.

8) Landlord reservation of rights:

- a) No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this lease at any time or times shall affect the Landlord's remedies or rights with respect of any subsequent (even if by way of continuation) default, breach or non-observance.
- b) No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
- c) Any written waiver by the Landlord shall have effect only in accordance with its express terms.
- d) All rights and remedies of the Landlord under this lease shall be cumulative and not alternative.

9) Indemnity:

- a) The Tenant shall completely indemnify and save harmless the Landlord, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Landlord, its employees, officers or agents may

sustain or suffer as a consequence of the actions, inactions or omissions of the Tenant, its employees, agents or officers or as a result of the performance of this Lease by the Tenant, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Tenant, its employees, agents or officers whether or not the Landlord is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.

- b) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever (including those under or in connection with the Workplace Safety and Insurance Act, 1997, S. O. 1997, c. 16, Sch. A, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the Landlord or of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with the Demised Area or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence.
- c) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the Construction Lien Act, R. S. O. 1990, c. C.30, in connection with any work done for the Tenant at or on the Demised Area and shall at its own expense promptly see to the removal from the registered title to the Demised Area, of every claim for lien or certificate of action having to do with such work and in any event within 30 days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
- d) The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this indenture.

10) Insurance:

- a) The Tenant agrees to maintain at all times during the currency of this Lease Term and any renewal thereof, at its own expense maintain in force insurance coverage with respect to the Demised Area and its use and occupation thereof, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The Landlord shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the Landlord. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the Director, shall be provided to the Landlord prior to the commencement of the Lease Term.

- b) The Landlord assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the Tenant or of any other person except to the extent caused by the negligence of the Landlord or any person(s) for whom the Landlord is at law responsible.

11) Notice:

- a) Any notice pursuant to any of the provisions of this indenture shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

in the case of notice to the Landlord to:
Director, Community Services
Community Development & Enterprise Services
Community Services Department
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the Tenant to:
Jody Wilson
o/a Icebreakers Sports Bar and Grill
202 MacDonald Ave
Sault Ste. Marie, Ontario P6B 1H5

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st business day following the date of faxing.

12) Termination of the Term:

- a) The termination of the Term by expiry or otherwise shall not affect the liability of either party to this lease to the other with respect to any obligation under this lease which has accrued up to the date of such termination but not been properly satisfied or discharged.
- b) The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this lease other than as set out in this lease which constitutes the entire agreement between the parties concerning the Demised Area and which may be modified only by further written agreement under seal.

- c) The provisions of this lease shall be binding upon, and endure to the benefit of, the parties and their respective successors and permitted assigns.
 - i) the assignment is of this Lease is not to be unreasonably withheld and is subject to the Director's consent.
- d) The authority of the Director shall not be deemed to be exhausted by any individual exercise thereof and in the matters for which he or she is responsible under this indenture, the Director shall be the sole judge whose opinion and exercise of discretion shall not be subject to review in any manner whatsoever except as expressly otherwise indicated in this lease.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

THE CORPORATION OF THE
CITY OF SAULT STE MARIE
“Landlord”

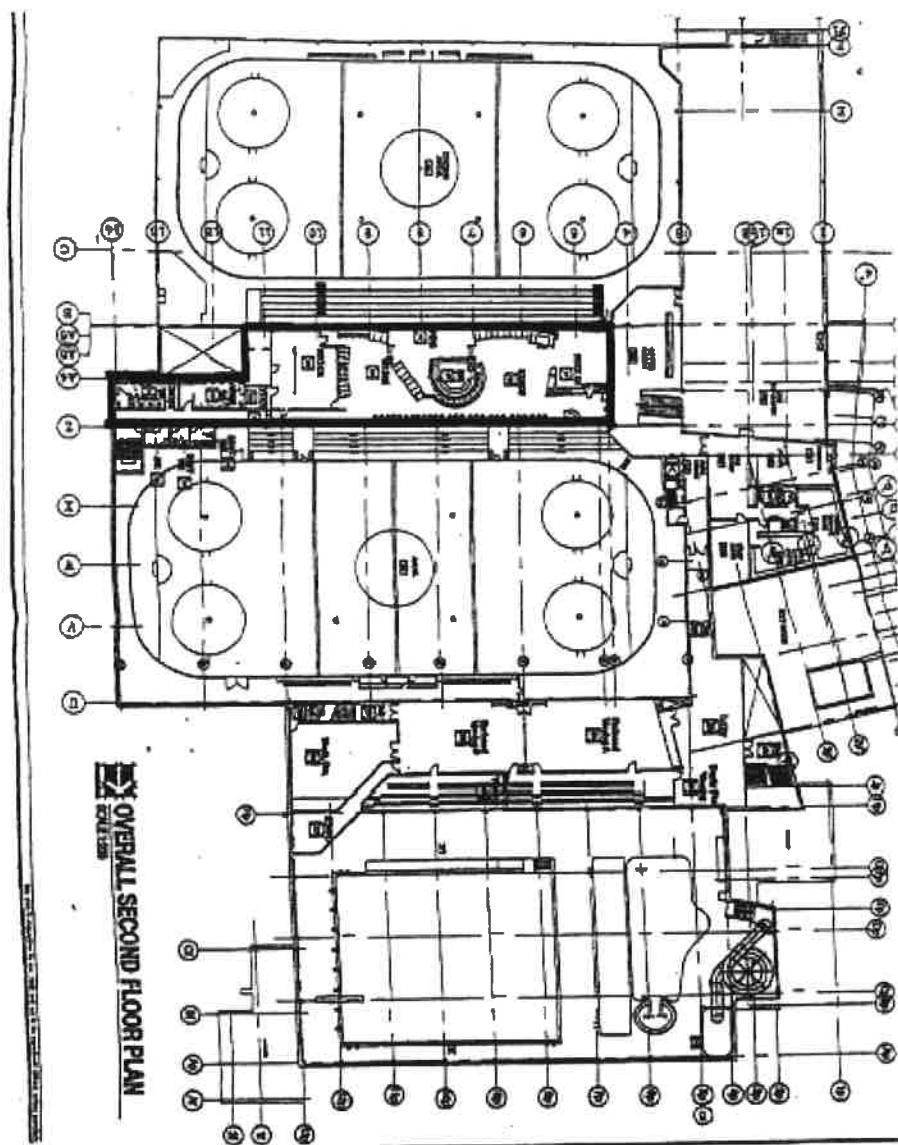
MAYOR – CHRISTIAN PROVENZANO

CLERK – MALCOLM WHITE

ICEBREAKERS SPORTS BAR & GRILL
“Tenant”

JODY WILSON
O/A ICEBREAKERS SPORTS BAR & GRILL

Schedule "A"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2018-166

LANE CLOSING & CONVEYANCE: (MAP 80) A by-law to stop up, close and authorize the conveyance of a portion of a lane in the Sault Ste. Marie Park Subdivision, Plan 7602.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2018-165;

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, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED

The lane more particularly described as PIN 31587-0269 (LT) LANE PL 7602 KORAH W OF PT 1,5 1R6799; SAULT STE. MARIE, Sault Ste. Marie Park Subdivision, Plan 7602, having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. EXECUTION OF DOCUMENTS

The City Solicitor is hereby authorized by By-law 2018-55 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.

3. EASEMENTS TO BE RETAINED

The lane is subject to the retention of easements if required.

4. EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

READ the **FIRST** and **SECOND** time in open Council this 13th day of August, 2018.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.

